



**Department of Human Resources (DHR)  
Office of Technology for Human Services (OTHS)**

**REQUEST FOR PROPOSALS (RFP)**

Automated Fiscal System (AFS) Modernization Project

**SOLICITATION NO.: N00R7400021  
OTHS/OTHS-17-013-S**

**Issue Date: December 28, 2016**

**NOTICE TO OFFERORS**

A Prospective Offeror that has received this document from DHR website or <https://emaryland.buyspeed.com/bsol/>, or that has received this document from a source other than the Procurement Officer, and that wishes to assure receipt of any changes or additional materials related to this RFP, should immediately contact the Procurement Officer and provide the Prospective Offeror's name and mailing address so that addenda to the RFP or other communications can be sent to the Prospective Offeror.

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

STATE OF MARYLAND, DEPARTMENT OF HUMAN RESOURCES  
RFP KEY INFORMATION SUMMARY SHEET

<b>RFP Title:</b>	<b>Automated Fiscal System (AFS) Modernization Project</b>
<b>RFP Number:</b>	<b>OTHS/OTHS-17-013-S / N00R7400021</b>
<b>RFP Issuing Department:</b>	Department of Human Resources (DHR) Office of Technology for Human Services (OTHS) 1100 Eastern Blvd Essex, MD 21221
<b>RFP Issue Date:</b>	12/28/2016
<b>Proposals Due Date and Time:</b>	<<03/29/2017 at 02:30 PM Local Time
<b>Questions Due Date and Time:</b>	<>03/22/2017 at 02:30PM Local Time
<b>Procurement Officer:</b>	<b>Dapheny McCray</b> Department of Human Resources 311 West Saratoga Street Baltimore, MD 21201 Office Number: (410) 767-7068 Email: <a href="mailto:dapheny.mccray@maryland.gov">dapheny.mccray@maryland.gov</a>
<b>Contract Manager:</b>	<b>Sharon Garey</b> TO Manager Office of Technology for Human Services 1100 Eastern Boulevard, Essex, Maryland 21221 Office: (410)238-1385 <a href="mailto:sharon.garey@maryland.gov">sharon.garey@maryland.gov</a>
<b>Send Proposal to:</b>	<b>Dapheny McCray</b> Department of Human Resources 311 West Saratoga Street Baltimore, MD 21201
<b>Send Questions (e-mail only) to:</b>	<a href="mailto:dapheny.mccray@maryland.gov">dapheny.mccray@maryland.gov</a>
<b>Contract Type</b>	Combination Fixed Price and Time and Materials
<b>Contract Duration</b>	Three (3) year base period with two ( 2) one-year option periods)
<b>MBE Subcontracting Goal:</b>	35% Subgoals: African American – 7% Women Owned – 8%
<b>VSBE Subcontracting Goal:</b>	1%
<b>Small Business Reserve</b>	No
<b>Pre-Proposal Conference:</b>	January 11, 2017 at 10:30 AM Local Time DHRIS – 1100 Eastern Blvd., Essex, MD 21221 See Attachment E for Directions and Response Form

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

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

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

Additional Comments:

Please add suggestions for improvement here:

Name of commenter and Business (optional): \_\_\_\_\_

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

Bid/proposal Number: **OTHS/OTHS-17-013-S / N00R7400021** Entitled: **Automated Fiscal System (AFS) Modernization Project** your comments will help us improve the procurement process.

**Thank You.**

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

# 1 GENERAL INFORMATION

## 1.1 Summary Statement

- 1.1.1 The Department of Human Resources (DHR or the “Department”) is issuing this Request for Proposals (RFP) to procure a financial management solution to replace the current legacy Automated Fiscal System (AFS) application. The modernization project will replace the current legacy application with a scalable solution aimed at improving DHR business operations by eliminating inefficient business processes and workarounds that are currently being used statewide. This solicitation will enable the DHR to procure a robust financial management solution that provides advanced security, performance, and user experience, in accordance with the State’s business need and requirements. The Department is seeking the recommendation of prospective bidders for the most optimal solution that can take the form of either a vendor-hosted Software-As-A-Service (SaaS) solution or a Commercially available Off The Shelf (COTS) solution as described in Section 3 of this solicitation.
- 1.1.2 It is the State’s intention to obtain products/services, as specified in this RFP, through a Contract between the successful Offeror and the State.
- 1.1.3 DHR intends to make a single award as a result of this RFP.
- 1.1.4 Offerors, either directly or through their subcontractor(s), must be able to deliver all products/services and meet all of the requirements requested in this solicitation. The successful Offeror (the Contractor) shall remain responsible for Contract performance regardless of Subcontractor participation in the work.

## 1.2 Abbreviations and Definitions

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

Acceptable Use Policy (AUP)	A written policy documenting constraints and practices that a user must agree to in order to access a private network or the Internet
AFS	Automated Fiscal System
Access	The ability or the means necessary to read, write, modify, or communicate data/information or otherwise use any system resource.
Agency	The unit of the Maryland State government procuring equipment and services through the Contract issued as a result of this RFP.
Agile	See Section 3.3.16
Business Day	Monday through Friday (excluding State holidays)
COMAR	Code of Maryland Regulations available on-line at <a href="http://www.dsd.state.md.us">www.dsd.state.md.us</a>



Contract	The Contract awarded to the successful Offeror pursuant to this RFP, the form of which is attached to this RFP as Attachment A.
Contract Manager	The State representative for the Contract who is primarily responsible for Contract administration functions, including issuing written direction, invoice approval, monitoring the Contract to ensure compliance with the terms and conditions of the Contract, monitoring MBE and VSBE compliance, and achieving completion of the Contract on budget, on time, and within scope
Contractor	The successful Offeror; the business entity awarded the Contract
Contractor Personnel	Employees and agents and subcontractor employees and agents performing work at the direction of the Contractor under the terms of the Contract awarded from this RFP
COTS	Commercial off-the-shelf (COTS) is a term used to describe software applications that are generally available in the commercial marketplace possessing specific features and capabilities that meet the needs of the Department.
Data Breach	The unauthorized acquisition, use, modification or disclosure of Sensitive Data
Department	See DHR
DGS	Maryland Department of General Services
DHR	Department of Human Resources. The unit of the Executive Branch of Maryland State government issuing the RFP
Disaster Recovery	Disaster Recovery is a coordinated strategy involving plans, procedures, and technical measures that enable the recovery of the System, operations, and data after a Disaster.
DoIT	Maryland Department of Information Technology
eMM	eMaryland Marketplace
End User License Agreement (EULA)	The terms of service governing access to and use of the services provided pursuant to this Contract.
Enhancement	Any custom change to the System requested by State, but expressly excluding any: (i) Regulatory Updates; (ii) Upgrades; or (iii) improvement, fix, correction, version, release, enhancement, replacement, or other change associated with O&M Services.
FMIS	Financial Management Information System. The State of Maryland's system of record for all financial information.

Firm Fixed-Price	Pricing option which places responsibility on the Contractor for the delivery of any products and the complete performance of any services in accordance with the RFP at a price that is not subject to adjustment
Generally Accepted Accounting Principles (GAAP)	A combination of authoritative standards and simply the commonly accepted ways of recording and reporting accounting information.
Generally Accepted Auditing Standards (GAAS)	Standards against which the quality of audits are performed and may be judged.
Handle	Collect, store, transmit, have access to data
HIPAA	Health Insurance Portability and Accounting Act
Information System	A discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.
Information Technology (IT)	All electronic information-processing hardware and software, including: (a) maintenance; (b) telecommunications; and (c) associated consulting services
Key Personnel	Contractor Personnel that, should they leave during the performance period, will, in the State’s opinion, have a substantial negative impact on the Contractor’s performance under the Contract. As provided in Sections 1.23, 2.2 and 3.5, Key Personnel must be identified in the Technical Proposal.
LDSS	Local Department of Social Services
Local Time	Time in the Eastern Time zone as observed by the State of Maryland. Unless otherwise specified, all stated times shall be Local Time, even if not expressly designated as such
MD CHESSIE	The Maryland Children’s Electronic Social Services Information Exchange system that generates a foster care or subsidy payment as issued by the Maryland State Comptroller’s Office.
Minority Business Enterprise (MBE)	A Minority Business Enterprise certified by the Maryland Department of Transportation under COMAR 21.11.03
Monthly Charges	For purposes of SLA credit calculation, Monthly Charges are the charges invoiced during the month of the breach for the monthly fixed services as set forth in Attachment F, Price Sheet.
NAICS	North American Industry Classification System is the standard used by Federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing, and publishing statistical data

	related to the U.S. business economy
Normal State work hours	Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except State Holidays, which can be found at: <a href="http://www.dbm.maryland.gov">www.dbm.maryland.gov</a> – keyword: State Holidays
Notice to Proceed (NTP)	A written notice from the Procurement Officer that work on the project or work order shall begin on a specified date. After Contract Commencement, additional NTPs may be issued by either the Procurement Officer or the Contract Manager regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date
NTP Date	The date specified in an NTP for work on the project or work order to begin.
Offeror	An entity that submits a proposal in response to this RFP
OTHS	Office of Technology for Human Services is a division within DHR that is responsible to review and approve the Department's technology plans, programs, projects, budgets, staff, and purchasing.
Personally Identifiable Information (PII)	Any information about an individual maintained by the State, including (1) any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information
Procurement Officer	The State representative who is responsible for the Contract, determining scope issues and is the only State representative that can authorize changes to the Contract
Program Increment	A cadence-based interval for building and validating work to be delivered to the State within a 10-week timeframe.
Protected Health Information (PHI)	Information that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (i) that identifies the individual; or (ii) with respect to which there is a reasonable basis to believe the information can be used to identify the individual
Proposal	As appropriate, either or both an Offeror's Technical or Financial Proposal
Regulatory Update	Federal changes that implement general and permanent rules and regulations as published in the Federal Register by the executive departments and agencies of the federal government of the United

	States
Request for Proposals (RFP)	This Request for Proposals for DHR, including any amendments / addenda thereto
SAFe	The Scaled Agile Framework (SAFe) is a set of field-tested enterprise principles, tools, and methods that aid in the adoption of Agile software development at an organizational level.
Seat License	See Subscription
Security Incident	A violation or imminent threat of violation of computer security policies, Security Measures, acceptable use policies, or standard security practices. “Imminent threat of violation” is a situation in which the organization has a factual basis for believing that a specific incident is about to occur.
Security or Security Measures	The technology, policy and procedures that a) protect and b) control access to networks, systems, and data
Sensitive Data	Means PII; PHI; information about an individual that (1) can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; (2) is linked or linkable to an individual, such as medical, educational, financial, and employment information; or other proprietary or confidential data as defined by the State, including but not limited to “personal information” under Md. Code Ann., Commercial Law § 14-3501(d) and Md. Code Ann., St. Fin. & Proc. § 10-1301(c).
Service Level Agreement (SLA)	Measurable levels governing Contractor performance and establishing associated liquidated damages for failure to meet those performance standards
SLA Activation Date	The date that the System is brought into production.
Software	“Software” means the object code version of computer programs licensed pursuant to this Contract. Embedded code, firmware, internal code, microcode, and any other term referring to software that is necessary for proper operation is included in this definition of Software. Software includes all prior, current, and future versions of the Software and all maintenance updates and error corrections. Software also includes any upgrades, updates, bug fixes or modified versions or backup copies of the Software licensed to the State by Contractor or an authorized distributor.
Software as a Service (SaaS)	Software as a Service (SaaS) as used in this document is defined as the capability provided to the State to use the Contractor’s applications running on a cloud infrastructure. The applications are accessible from

	<p>various client devices through a thin client interface such as a Web browser (e.g., Chrome, Firefox, Internet Explorer) or a program interface. The State does not manage or control the underlying cloud infrastructure, including network, servers, operating systems, or storage, but may be permitted limited user-specific application configuration settings.</p> <p>Under SaaS, the Contractor is responsible for the acquisition and operation of all hardware, software and network support related to the services being provided, and shall keep all software current. The technical and professional activities required for establishing, managing, and maintaining the environments are the responsibilities of the Contractor.</p>
Solution	See System
Source Code	Executable instructions for Software in their high level, human readable form which are in turn interpreted, parsed and/or compiled to be executed as part of a computing system.
State	The State of Maryland
Subcontractor	An agent, service provider, supplier, or vendor selected by the Contractor to provide subcontracted services or products under the direction of the selected Contractor or other Subcontractors, and including any direct or indirect Subcontractors of a Subcontractor.
Subscription	A purchased authorization for an individual to access the System’s production environment as in a SaaS implementation, or access granted to a user to access the application as in a COTS implementation. A separate Subscription shall not be required to access any non-production environment.
System	The application that will provide the capability to the State to meet its business objectives, including all services and activities necessary to fully support the implementation of the new AFS application.
System Availability	The period of time the System (or any part component thereof) will work as required under a SaaS implementation, including non-operational periods associated with reliability, maintenance, and logistics. The Department will be responsible for system availability under a COTS implementation.
System Source Materials	1) Those materials necessary to wholly reproduce and fully operate the System in a manner equivalent to the original System including, but not limited to: a) The executable instructions in their high level, human readable form which are in turn interpreted, parsed and or compiled to be

	<p>executed as part of the computing system ("source code"). This includes source code created by the Contractor or Subcontractor(s) and source code that is leveraged or extended by the Contractor for use in the project.</p> <ul style="list-style-type: none"> <li>b) All associated rules, reports, forms, templates, scripts, data dictionaries and database functionality.</li> <li>c) All associated configuration file details needed to duplicate the run time environment as deployed in the original system.</li> <li>d) All associated design details, flow charts, algorithms, processes, formulas, pseudo-code, procedures, instructions, help files, programmer's notes and other documentation.</li> <li>e) A complete list of third party, Open Source, or commercial software components and detailed configuration notes for each component necessary to reproduce the system (e.g., operating system, relational database, and rules engine software).</li> <li>f) All associated training materials for business users and technical staff</li> </ul>
<p>Technical Safeguards</p>	<p>The technology and the policy and procedures for its use that protect electronic protected health information and control access to it</p>
<p>Time and Material (T&amp;M)</p>	<p>Type of payment to the Contractor specific to performance, based on direct labor hours billed at specific hourly rates, plus non-routine travel costs as may be identified in a Contract, plus the actual cost of any materials provided. The fixed hourly labor category rates, plus the actual cost of materials, and non-routine travel will be the only payment made for this type of Contract.</p> <p>The labor category hourly rates may not exceed the hourly rates specified in the Contract.</p> <p>The Contractor will be required to provide time records and/or other documentation documenting that all direct hours billed have actually been expended its Contractor Personnel, totally and productively in the performance of the Contract.</p> <p>In addition, the Contractor must also provide documentation of the actual cost of materials or other activities directly used in the performance of the Contract.</p>
<p>Total Evaluated Price</p>	<p>The Offeror's total proposed price for products/services proposed in response to this solicitation, included in the Financial Proposal with Attachment F – Price Sheet, and used in the financial evaluation of Proposals (see RFP Section 5.3)</p>
<p>Upgrade</p>	<p>A new release of the System containing major new features, functionality and/or performance improvements that would enable the existing System configuration to perform to the level of the next</p>

	version of the System and are designed to replace the older version and/or extend its useful life. An Upgrade would conventionally be indicated where the version number is changed by incrementing the numeric digits to the left of the decimal point, e.g., versions 1.0, 2.0, 3.0, and 4.0 would each typically be Upgrades to prior versions.
User	An individual with a Subscription.
Veteran-owned Small Business Enterprise (VSBE)	A business verified by the Center for Veterans Enterprise of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13
Work Order	A subset of work performed under the general scope of this RFP, which is defined in advance of Contractor fulfillment, and which may not require a Contract Modification.
Working Day(s)	Same as “Business Day”

**1.3 Contract Type**

The Contract shall be a combination firm-fixed price and time and materials contract in accordance with COMAR 21.06.03. The pricing for the System will be firm-fixed price, and pricing for support services that support the implementation of the System will be time and materials. The Contractor will be required to provide the necessary services to setup and deploy the default configurations and environments for the implementation.

**1.4 Contract Duration**

- 1.4.1 The Contract shall start from the date of mutual contract execution by the parties.
- 1.4.2 As of the NTP Date contained in a Notice to Proceed (NTP), the Contractor shall perform all activities required by the Contract, including the requirements of this solicitation, and the offerings in its Technical Proposal, for the compensation described in its Financial Proposal.
- 1.4.3 In the case of a SaaS implementation, the Contract shall be for three (3) years from Contract start date. The State, at its sole option, may renew the term of the Contract through two (2) additional one-year renewal options for up to a total potential contract length of five (5) years.
- 1.4.4 The Contractor’s obligations to pay invoices to subcontractors that provide products/services during the Contract term, as well as the audit, confidentiality, document retention, and indemnification obligations of the Contract (see Attachment A) shall survive expiration or termination of the Contract and continue in effect until all such obligations are satisfied.
- 1.4.5 In accordance with BPW Advisory 1995-1, in the event there are unspent funds remaining on the Contract, prior to the Contract’s expiration date the Department may modify the Contract to extend the Contract beyond its expiration date for a period up to, but not



exceeding, one-third of the base term of the Contract (e.g., eight-month extension on a two-year contract) for the performance of work within the Contract's scope of work. Notwithstanding anything to the contrary, no funds may be added to the Contract in connection with any such extension.

### **1.5 Procurement Officer**

The sole point of contact in the State for purposes of this RFP prior to the award of a Contract is the Procurement Officer as listed Key Information Summary Sheet. DHR may change the Procurement Officer at any time by written notice.

### **1.6 Contract Manager**

The DHR Contract Manager for the Contract is listed in the Key Information Summary Sheet. DHR may change the Contract Manager at any time by written notice.

### **1.7 Pre-proposal Conference**

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

### **1.8 eMaryland Marketplace (eMM)**

- 1.8.1 eMaryland Marketplace (eMM) is an electronic commerce system administered by the Maryland Department of General Services (DGS). In addition to using DHR's website <http://www.dhr.state.md.us/> and possibly using other means for transmitting the RFP and associated materials, the solicitation and summary of the pre-proposal conference, Offerors' questions and the Procurement Officer's responses, addenda, and other solicitation related information will be provided via eMM.



- 1.8.2 In order to receive a contract award, a company must be registered on eMM. Guidelines can be found on the eMaryland Marketplace website at <http://emaryland.buyspeed.com>.

## **1.9 Questions**

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

## **1.10 Procurement Method**

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

## **1.11 Proposals Due (Closing) Date and Time**

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

## **1.12 Multiple or Alternate Proposals**

Multiple and/or alternate Proposals will not be accepted.

## **1.13 Economy of Preparation**

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

#### **1.14 Public Information Act Notice**

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

#### **1.15 Award Basis**

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

#### **1.16 Oral Presentation/Demonstration**

- 1.16.1 Offerors determined to be reasonably susceptible will be asked to make oral presentations summarizing their technical proposal regarding their proposed solution to State representatives. The purpose of these discussions is twofold: 1) to clarify information in Offeror’s proposal and 2) to demonstrate a production version of the solution that meets the requirements of the RFP. These demonstrations shall take place at DHR/OTHS during the evaluation phase.
- 1.16.2 The Offeror’s presentation must include at a minimum the following items:
- a. Overview of the Offeror’s solution
  - b. Scripted, live demonstration of the proposed products to be conducted at DHR/OTHS, located at **1100 Eastern Blvd, Essex, MD 21221**
  - c. Description and demonstration of how the Offeror plans to meet the requirements identified in the RFP as described in Section 3.
  - d. Offeror’s experience and capabilities as it relates to this RFP
  - e. Description of the Offeror’s organization
  - f. A list of all software and hardware used in the live demonstration (e.g., laptop specification and SaaS suite name and version). All products used in the live demonstration, including SaaS and COTS solutions, must be currently in production use by at least three (3) or more customers.

- 1.16.3 Offerors must confirm in writing any substantive oral clarification of, or change in, their Proposals made in the course of discussions. Any such written clarifications or changes then become part of the Offeror's Proposal and are binding if the Contract is awarded. The Procurement Officer will notify Offerors of the time and place of oral presentations.

### **1.17 Duration of Proposal**

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

### **1.18 Revisions to the RFP**

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

### **1.19 Cancellations**

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

### **1.20 Incurred Expenses**

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

### 1.21 Protest/Disputes

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

### 1.22 Offeror Responsibilities

- 1.22.1 The successful Offeror shall be responsible for rendering products/services for which it has been selected as required by this RFP. All subcontractors shall be identified and a complete description of their role relative to the Proposal shall be included in the Offeror's Proposal. If applicable, subcontractors utilized in meeting the established MBE or VSBE participation goal(s) for this solicitation shall be identified as provided in the appropriate Attachment(s) of this RFP (see Section 1.33 "Minority Business Enterprise (MBE) Participation Goals" and Section 1.42 "Veteran-Owned Small Business Enterprise Goals").
- 1.22.2 If an Offeror that seeks to perform or provide the products/services required by this RFP is the subsidiary of another entity, all information submitted by the Offeror, such as but not limited to, references, financial reports, or experience and documentation (e.g. insurance policies, bonds, letters of credit), if any, shall pertain exclusively to the Offeror, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Offeror's Proposal shall contain an explicit statement that the parent organization will guarantee the performance of the subsidiary.

### 1.23 Substitution of Contractor Personnel

#### A. Key Personnel

For this Contract, the following positions to be identified in the Technical Proposal will be considered Key Personnel. Each position will be fulfilled by one, and only one, candidate and shall be required to meet required qualifications stated in Section 3.5.

- a) **Program Manager:** The Program Manager shall act as the main point of contact with DHR and shall be responsible for the delivery of all project deliverables.
- b) **Application Architect:** The Application Architect shall ensure that all required system capabilities and customizations are developed, tested, and made available to DHR for acceptance.
- c) **Computer Software/Integration Analyst (Senior):** The Computer Software/Integration Analyst (Senior) shall work with DHR assigned personnel to design, develop, and test programmatic integrations between the Contractor's solution and DHR applications.

#### B. Continuous Performance of Key Personnel

Key Personnel shall be available to perform Contract requirements 30 days from the NTP Date and shall be assigned to the project as full time resources.

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

The provisions of this section apply to Key Personnel identified in Work Order proposal and agreement.

C. Definitions

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

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

D. Contractor Personnel General Substitution Provisions

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

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

E. Replacement Circumstances

1. Key Personnel Replacement

To replace any Key Personnel in a circumstance other than as described in 1.23.E.2, including transfers and promotions, the Contractor shall submit a substitution request as described in

paragraph D to the Contract Manager at least fifteen (15) days prior to the intended date of change. A substitution may not occur unless and until the Contract Manager approves the substitution in writing.

2. Key Personnel Replacement Due to Vacancy

- a. The Contractor shall replace Key Personnel whenever a vacancy occurs due to the sudden termination, resignation, Extraordinary Personnel Event, or death of such personnel. (A termination or resignation with thirty (30) days or more advance notice shall be treated as a replacement under Section E.1.)
- b. Under any of the circumstances set forth in this paragraph E.2, the Contractor shall identify a suitable replacement and provide the same information and items required under paragraph D of this section within fifteen (15) days of the actual vacancy occurrence or from when the Contractor first knew or should have known that the vacancy would be occurring, whichever is earlier.

3. Key Personnel Replacement Due to an Indeterminate Absence

- a. If any Key Personnel has been absent from his/her job for a period of ten (10) days due to injury, illness, or other physical condition, or an Extraordinary Personnel Event and it is not known or reasonably anticipated that the individual will be returning to work within the next twenty (20) days to fully resume all job duties, before the 25th day of continuous absence, the Contractor shall identify a suitable replacement and provide the same information and items to the Contract Manager as required under paragraph D of this section.
- b. However, if this person is available to return to work and fully perform all job duties before a replacement has been authorized by the Contract Manager the Contract Manager may, at his/her sole discretion, authorize the original personnel to continue to work under the Contract, or authorize the replacement personnel to replace the original personnel, notwithstanding the original personnel's ability to return.

4. Directed Personnel Replacement

- a. The Contract Manager may direct the Contractor to replace any Contractor Personnel who, in the sole discretion of the Contract Manager, are perceived as being unqualified, non-productive, unable to fully perform the job duties, disruptive, or known, or reasonably believed, to have committed a major infraction(s) of law, Department policies, or Contract requirements. Normally, a directed personnel replacement will occur only after prior notification of problems with requested remediation, as described in paragraph 4.b.
- b. If deemed appropriate in the discretion of the Contract Manager, the Contract Manager shall give written notice of any Contractor Personnel performance issues to the Contractor, describing the problem and delineating the remediation requirement(s). The Contractor shall provide a written response to the remediation requirements in a Remediation Plan within ten (10) days of the date of the notice and shall immediately implement the Remediation Plan upon written acceptance by the Contract Manager. If the Contract Manager rejects the Remediation Plan, the Contractor shall revise and resubmit the plan to



the Contract Manager within five (5) days, or in the timeframe set forth by the Contract Manager in writing.

- c. Should performance issues persist despite an approved Remediation Plan, the Contract Manager may give written notice of the continuing performance issues and either request a new Remediation Plan within a specified time limit or direct the substitution of Contractor Personnel whose performance is at issue with a qualified substitute, including requiring the immediate removal of the Contractor Personnel at issue.
- d. Replacement or substitution of Contractor Personnel under this section shall be in addition to, and not in lieu of, the State's remedies under the Contract or which otherwise may be available at law or in equity.
- e. If the Contract Manager determines to direct substitution under 1.23.E.4.a, if at all possible, at least fifteen (15) days advance notice shall be given to the Contractor. However, if the Contract Manager deems it necessary and in the State's best interests to remove the Contractor Personnel with less than fifteen (15) days' notice, the Contract Manager may direct the removal in a timeframe of less than fifteen (15) days, including immediate removal.

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

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

**1.24 Mandatory Contractual Terms**

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

**1.25 Bid/Proposal Affidavit**

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

### **1.26 Contract Affidavit**

All Offerors are advised that if a Contract is awarded as a result of this solicitation, the successful Offeror will be required to complete a Contract Affidavit. A copy of this Affidavit is included for informational purposes as Attachment C of this RFP. This Affidavit must be provided within five (5) Business Days of notification of recommended award. For purposes of completing Section “B” of this Affidavit (Certification of Registration or Qualification with the State Department of Assessments and Taxation), note that a business entity that is organized outside of the State of Maryland is considered to be a “foreign” business.

### **1.27 Compliance with Laws/Arrearages**

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

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

- 1.28.1 Before a business entity can do business in the State of Maryland, it must be registered with the Department of Assessments and Taxation, State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. The SDAT website is <http://sdacert3.resiusa.org/ucc-charter/>.
- 1.28.2 It is strongly recommended that any potential Offeror complete registration prior to the due date for receipt of Proposals. An Offeror’s failure to complete registration with the Department of Assessments and Taxation may disqualify an otherwise successful Offeror from final consideration and recommendation for Contract award.

### **1.29 False Statements**

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

- 1.29.1 In connection with a procurement contract, a person may not willfully:
  - a. Falsify, conceal, or suppress a material fact by any scheme or device.
  - b. Make a false or fraudulent statement or representation of a material fact.
  - c. Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.
- 1.29.2 A person may not aid or conspire with another person to commit an act under subsection (1) of this section.



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

### **1.30 Payments by Electronic Funds Transfer**

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

Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption. The COT/GAD X-10 form can be downloaded at:

[http://comptroller.marylandtaxes.com/Government\\_Services/State\\_Accounting\\_Information/Static\\_Files/APM/gadx-10.pdf](http://comptroller.marylandtaxes.com/Government_Services/State_Accounting_Information/Static_Files/APM/gadx-10.pdf).

### **1.31 Prompt Payment Policy**

This procurement and the Contract to be awarded pursuant to this solicitation are subject to the Prompt Payment Policy Directive issued by the Governor's Office of Minority Affairs (GOMA) and dated August 1, 2008. Promulgated pursuant to Md. Code Ann., State Finance and Procurement Article, §§ 11-201, 13-205(a), and Title 14, Subtitle 3, and COMAR 21.01.01.03 and 21.11.03.01, the Directive seeks to ensure the prompt payment of all subcontractors on non-construction procurement contracts. The Contractor must comply with the prompt payment requirements outlined in the Contract, Sections 8 "Prompt Pay Requirements" and R20.14.3 "MBE Prompt Pay Requirements" (see Attachment A), should an MBE goal apply to this RFP. Additional information is available on GOMA's website at: <http://goma.maryland.gov/Pages/Legislation-and-Policy.aspx>.

### **1.32 Electronic Procurements Authorized**

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

- 1.32.4 In addition to specific electronic transactions specifically authorized in other sections of this solicitation (e.g., § 1.30 “Payments by Electronic Funds Transfer”) and subject to the exclusions noted in section E of this subsection, the following transactions are authorized to be conducted by electronic means on the terms (as authorized in COMAR21.03.05):
1. The Procurement Officer may conduct the procurement using eMM, e-mail, or facsimile to issue:
    - a. the solicitation (e.g., the RFP)
    - b. any amendments
    - c. pre-Proposal conference documents
    - d. questions and responses
    - e. communications regarding the solicitation or Bid/Proposal to any Offeror or potential Offeror
    - f. notices of award selection or non-selection
    - g. the Procurement Officer’s decision on any Bid protest or Contract claim
    - h. request for best and final offers
  2. An Offeror or potential Offeror may use e-mail to:
    - a. ask questions regarding the solicitation
    - b. reply to any material received from the Procurement Officer by electronic means that includes a Procurement Officer’s request or direction to reply by e-mail or facsimile, but only on the terms specifically approved and directed by the Procurement Officer
    - c. submit a "No Bid/Proposal Response" to the solicitation
  3. The Procurement Officer, the Contract Manager, and the Contractor may conduct day-to-day Contract administration, except as outlined in Section 1.32.5 of this subsection, utilizing e-mail, facsimile, or other electronic means if authorized by the Procurement Officer or Contract Manager.
- 1.32.5 The following transactions related to this procurement and any Contract awarded pursuant to it are *not authorized* to be conducted by electronic means:
- a. submission of initial Proposals
  - b. filing of protests;
  - c. filing of Contract claims;
  - d. submission of documents determined by DHR to require original signatures (e.g., Contract execution, Contract modifications); or
  - e. any transaction, submission, or communication where the Procurement Officer has specifically directed that a response from the Contractor or Offeror be provided in writing or hard copy.

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

**1.33 Minority Business Enterprise (MBE) Participation Goal**

1.33.1 Establishment of Goal and Subgoals

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

In addition, the following subgoals have been established for this procurement:

- A. 7% for African-American MBEs,
- B. 8% for Woman-Owned MBEs.

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

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

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

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

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

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

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

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

- 1.33.4 Offerors are responsible for verifying that each of the MBE(s) (including any MBE primes and/or MBE primes participating in a joint venture), selected to meet the goal and any subgoals and subsequently identified in Attachment D-1A is appropriately certified and has the correct NAICS codes allowing it to perform the committed work.
- 1.33.5 Within ten (10) Working Days from notification of recommended award or the date of the actual award, whichever is earlier, the Offeror must provide the following documentation to the Procurement Officer.
  - A. Outreach Efforts Compliance Statement (Attachment D-2).
  - B. MBE Prime/Subcontractor Project Participation Certification (Attachment D-3A/3B).
  - C. If the recommended awardee believes a waiver (in whole or in part) of the overall MBE goal or of any applicable subgoal is necessary, the recommended awardee must submit a fully-documented waiver request that complies with COMAR 21.11.03.11.
  - D. Any other documentation required by the Procurement Officer to ascertain Offeror responsibility in connection with the certified MBE subcontractor participation goal or any applicable subgoals.

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

- 1.33.6 A current directory of certified MBEs is available through the Maryland State Department of Transportation (MDOT), Office of Minority Business Enterprise, 7201 Corporate Center Drive, Hanover, Maryland 21076. The phone numbers are (410) 865-1269, 1-800-544-6056, or TTY (410) 865-1342. The directory is also available on the MDOT website at <http://mbe.mdot.state.md.us/directory/>. The most current and up-to-date information on MBEs is available via this website. **Only MDOT-certified MBEs may be used to meet the MBE subcontracting goals.**
- 1.33.7 The Contractor, once awarded a Contract, will be responsible for submitting or requiring its subcontractor(s) to submit the following forms to provide the State with ongoing monitoring of MBE Participation:
  - A. Attachment D-4A (Prime Contractor Paid/Unpaid MBE Invoice Report).
  - B. Attachment D-4B (MBE Prime Contractor Report)

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

- 1.33.8 An Offeror that requested a waiver of the goal or any of the applicable subgoals will be responsible for submitting the Good Faith Efforts Documentation to Support Waiver Request (Attachment D-1C) and all documentation within ten (10) business days from notification of recommended award or from the date of the actual award, whichever is earlier, as required in COMAR 21.11.03.11.
- 1.33.9 All documents, including the MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule (Attachment D-1A), completed and submitted by the Offeror in connection with its certified MBE participation commitment shall be considered a part of the resulting Contract and are hereby expressly incorporated into the Contract by reference thereto. All of the referenced documents will be considered a part of the Proposal for order of precedence purposes (see Contract – Attachment A, Section 2.2).
- 1.33.10 The Offeror is advised that liquidated damages will apply in the event the Contractor fails to comply in good faith with the requirements of the MBE program and pertinent Contract provisions. (See Contract - Attachment A, Section R20.14.2).
- 1.33.11 As set forth in COMAR 21.11.03.12-1(D) when a certified MBE firm participates on a contract as a prime contractor (including a joint-venture where the MBE firm is a partner), a procurement agency may count the distinct, clearly defined portion of the work of the contract that the certified MBE firm performs with its own work force towards fulfilling up to fifty-percent (50%) of the MBE participation goal (overall) and up to one hundred percent (100%) of not more than one of the MBE participation subgoals, if any, established for the contract.

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

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

1.33.12 With respect to Contract administration, the Contractor shall:

- A. Submit by the 10<sup>th</sup> of each month to the Contract Manager and DHR's MBE Liaison Officer:
- i. A Prime Contractor Paid/Unpaid MBE Invoice Report (Attachment D-4A) listing any unpaid invoices, over 45 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made; and
  - ii. (If Applicable) An MBE Prime Contractor Report (Attachment D-4B) identifying an MBE prime's self-performing work to be counted towards the MBE participation goals.

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

### **1.34 Living Wage Requirements**

- 1.34.1 Maryland law requires that contractors meeting certain conditions pay a living wage to covered employees on State service contracts over \$100,000. Maryland Code Ann., State Finance and Procurement Article, § 18-101 et al. The Commissioner of Labor and Industry at the Department of Labor Licensing and Regulation (DLLR) requires that a contractor subject to the Living Wage law submit payroll records for covered employees and a signed statement indicating that it paid a living wage to covered employees; or receive a waiver from Living Wage reporting requirements. See COMAR 21.11.10.05.
- 1.34.2 If subject to the Living Wage law, Contractor agrees that it will abide by all Living Wage law requirements, including but not limited to reporting requirements in COMAR 21.11.10.05. Contractor understands that failure of Contractor to provide such documents is a material breach of the terms and conditions and may result in Contract termination, disqualification by the State from participating in State contracts, and other sanctions.
- 1.34.3 Additional information regarding the State's living wage requirement is contained in Attachment G. Offerors must complete and submit the Maryland Living Wage Requirements Affidavit of Agreement (Attachment G) with their Proposals. If an Offeror fails to complete and submit the required documentation, the State may determine the Offeror to not be responsible under State law.
- 1.34.4 Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least the minimum amount set by law for the applicable Tier area. The specific living wage rate is determined by whether a majority of services take place in a Tier 1 Area or a Tier 2 Area of the State. The specific Living Wage rate is determined by whether a



majority of services take place in a Tier 1 Area or Tier 2 Area of the State. If the Contractor provides more than 50% of the services from an out-of-State location, the State agency determines the wage tier based on where the majority of the service recipients are located. See COMAR 21.11.10.07.

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

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

### **1.35 Federal Funding Acknowledgement**

1.35.1 There are programmatic conditions that apply to the Contract due to federal funding (see Attachment H).

1.35.2 The total amount of federal funds allocated for DHR is \$1,853,039,012 in Maryland State fiscal year 2016. Of this 3.82% of all funds is budgeted for OTHS in that fiscal year. This does not necessarily represent the amount of funding available for any particular grant, contract, or solicitation.

1.35.3 The Contract contains federal funds. The source of these federal funds is IFS (CFDA 10.561), IV-E (CFDA 93.658), IV-D (CFDA 93.563), TANF (CFDA 93.558) and XIX (CFDA 93.778). The conditions that apply to all federal funds awarded by the Department are contained in Federal Funds Attachment H. Any additional conditions that apply to this particular federally-funded contract are contained as supplements to Federal Funds Attachment H and Offerors are to complete and submit these Attachments with their Proposal as instructed in the Attachments. Acceptance of this agreement indicates the Offeror's intent to comply with all conditions, which are part of the Contract.

### **1.36 Conflict of Interest Affidavit and Disclosure**

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

1.36.2 Additionally, Contractors have an ongoing obligation to ensure that any necessary Personnel or Subcontractor personnel have completed such agreements prior to providing services under individual Task Orders issued under the Contract. For policies and procedures applying specifically to Conflict of Interests, the Contract is governed by COMAR 21.05.08.08.

1.36.3 Contractors should be aware that the State Ethics Law, Md. Code Ann., General Provisions Article, Title 5, might limit the selected Contractor's ability to participate in future related procurements, depending upon specific circumstances.

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

**1.37 Non-Disclosure Agreement**

1.37.1 Non-Disclosure Agreement (Offeror)

Certain documentation may be available for potential Offerors to review at a reading room at DHR's address. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of Attachment J. Please contact the Procurement Officer to schedule an appointment.

1.37.2 Non-Disclosure Agreement (Contractor)

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

**1.38 Safeguarding of Information From the United States Internal Revenue Service (IRS)**

A. PERFORMANCE

In performance of the Contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

1. All work shall be performed under the supervision of the Contractor or the Contractor's responsible employees.
2. Any Federal tax returns or return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of the Contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the Contract. Inspection by or disclosure to anyone other than an officer or employee of the Contractor is prohibited.
3. All returns and return information shall be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products shall be given the same level of protection as required for the source material.
4. No work involving returns and return information furnished under the Contract shall be subcontracted without prior written approval of the IRS.
5. The Contractor shall maintain a list of employees authorized access. Such list shall be provided to DHR and, upon request, to the IRS reviewing office.



6. DHR shall have the right to void the Contract if the Contractor fails to provide the safeguards described above.

**B. CRIMINAL/CIVIL SANCTIONS**

1. Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee, and can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000.00 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000.00 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC Sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
2. Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this RFP and its related contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the Contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRC Sections 7213A and 7431.
3. Additionally, it is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C.552a. Specifically, 5 U.S.C. 552a (i) (1), which is made applicable to contractors by 5 U.S.C. 552a (m) (1), provides that any officer or employee of a Contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established there under, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material

in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.00.

4. Granting a Contractor’s employees access to FTI shall be preceded by certifying that each individual understands the agency’s security policy and procedures for

safeguarding IRS information. Contractors and their staff shall maintain their authorization to access FTI through annual recertification. The initial certification and recertification shall be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors should be advised of the provisions of IRC Sections 7431, 7213, and 7213A (see Exhibit 6, IRC Sec. 7431 Civil Damages for Unauthorized Disclosure of Returns and Return Information and Exhibit 5, IRC Sec. 7213 Unauthorized Disclosure of Information). The training provided before the initial certification and annually thereafter shall also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. For both the initial certification and the annual certification, the contractor should sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements. See Attachment W – Annual Internal Revenue Contractor Awareness Acknowledgement and Attachment X – Annual State of Maryland Awareness Acknowledgement.

### C. INSPECTION

The IRS and DHR shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under the Contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be noncompliant with the Contract safeguards.

#### **1.39 HIPAA - Business Associate Agreement**

A HIPAA Business Associate Agreement is not required for this procurement.

#### **1.40 Non-Visual Access**

- 1.40.1 By submitting a Proposal, the Offeror warrants that the Information Technology offered under the Proposal: (1) provides equivalent access for effective use by both visual and non-visual means; (2) will present information, including prompts used for interactive communications, in formats intended for both visual and non-visual use; (3) if intended for use in a network, can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired; and (4) is available, whenever possible, without modification for compatibility with software and hardware for non-visual access. The Offeror further warrants that the cost, if any, of modifying the Information Technology for compatibility with software and hardware used for non-visual access will not increase the cost of the Information Technology by more than five percent (5%). For purposes of this solicitation, the phrase “equivalent access” means the

ability to receive, use and manipulate information and operate controls necessary to access and use Information Technology by non-visual means. Examples of equivalent access include keyboard controls used for input and synthesized speech, Braille, or other audible or tactile means used for output.

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

#### **1.41 Mercury and Products That Contain Mercury**

This solicitation does not include the procurement of products known to likely include mercury as a component.

#### **1.42 Veteran-Owned Small Business Enterprise Goals**

##### 1.42.1 Notice to Offerors

Questions or concerns regarding the Veteran-Owned Small Business Enterprise (VSBE) subcontractor participation goal of this solicitation must be raised before the due date for submission of Proposals.

##### 1.42.2 Purpose

The Contractor shall structure its procedures for the performance of the work required in this Contract to attempt to achieve the VSBE subcontractor participation goal stated in this solicitation. VSBE performance must be in accordance with this section and Attachment N, as authorized by COMAR 21.11.13. The Contractor agrees to exercise all good faith efforts to carry out the requirements set forth in this section and Attachment N.

##### 1.42.3 VSBE Goals

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

By submitting a response to this solicitation, the Offeror agrees that this percentage of the total dollar amount of the Contract will be performed by verified veteran-owned small business enterprises.

In 2015, Maryland amended COMAR 21.11.13.05 as part of its Veteran-Owned Small Business Enterprise (VSBE) program concerning VSBE primes. This amendment, which became effective March 6, 2015, allows an agency to count the distinct, clearly defined portion of work that a certified VSBE performs with its own work force toward meeting up to one-hundred (100%) of the VSBE goal established for a procurement. Please see the attached VSBE forms and instructions.

In order to receive credit for self-performance, a VSBE Prime must list its firm in the VSBE Prime/Subcontractor Participation Schedule (Attachment N-1) and include information regarding the work it will self-perform. For any remaining portion of the VSBE goal that is not

to be performed by the VSBE Prime, the VSBE Prime must also identify verified VSBE subcontractors used to meet the remainder of the goal.

1.42.4 Solicitation and Contract Formation

An Offeror must include with its Proposal a completed Veteran-Owned Small Business Enterprise Utilization Affidavit and Subcontractor Participation Schedule (Attachment N-1) whereby:

- A. The Offeror acknowledges it: a) intends to meet the VSBE participation goal; or b) requests a full or partial waiver of the VSBE participation goal. If the Offeror commits to the full VSBE goal or requests a partial waiver, it shall commit to making a good faith effort to achieve the stated goal.
- B. The Offeror responds to the expected degree of VSBE participation as stated in the solicitation, by identifying the specific commitment of VSBEs at the time of Proposal submission.
- C. The Offeror shall specify the percentage of contract value associated with each VSBE subcontractor identified on the VSBE Participation Schedule.

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

1.42.5 Within 10 Working Days from notification of recommended award, the awardee must provide the following documentation to the Procurement Officer.

- A. VSBE Subcontractor Participation Statement (Attachment N-2);
- B. If the apparent awardee believes a full or partial waiver of the overall VSBE goal is necessary, it must submit a fully-documented waiver request that complies with COMAR 21.11.13.07; and
- C. Any other documentation required by the Procurement Officer to ascertain Offeror responsibility in connection with the VSBE subcontractor participation goal.

If the apparent awardee fails to return each completed document within the required time, the Procurement Officer may determine that the apparent awardee is not reasonably susceptible of being selected for award.

1.42.6 The Contractor, once awarded the Contract shall:

- A. Submit monthly by the 10th of the month following the reporting period to the Contract Manager and Department VSBE representative a report listing any unpaid invoices, over 45 days old, received from any VSBE subcontractor, the amount of each invoice, and the reason payment has not been made (Attachment N-3).
- B. Include in its agreements with its VSBE subcontractors a requirement that those subcontractors submit monthly by the 10th of the month following the reporting period to the Contract Manager and Department VSBE representative a report that identifies the prime contract and lists all payments received from Contractor in the preceding 30 days, as well as any outstanding invoices, and the amount of those invoices (Attachment N-4).

- C. Maintain such records as are necessary to confirm compliance with its VSBE participation obligations. These records must indicate the identity of VSBE and non-VSBE subcontractors employed on the contract, the type of work performed by each, and the actual dollar value of work performed. The subcontract agreement documenting the work performed by all VSBE participants must be retained by the Contractor and furnished to the Procurement Officer on request.
- D. Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State’s representatives verifying compliance with the VSBE participation obligations. The Contractor must retain all records concerning VSBE participation and make them available for State inspection for three years after final completion of the Contract.
- E. At the option of the procurement Department, upon completion of the Contract and before final payment and/or release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from VSBE subcontractors.

**1.43 Location of the Performance of Services Disclosure**

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

**1.44 Department of Human Resources (DHR) Hiring Agreement**

This solicitation does not require a DHR Hiring Agreement.

**1.45 Purchasing and Recycling Electronic Products**

This section does not apply to this solicitation.

**1.46 Contract Extended To Include Other Non-State Governments or Agencies**

This section does not apply to this solicitation.

**1.47 Proposal/Bid Bond**

This section does not apply to this solicitation.

**1.48 Surety Bond Assistance Program**

This section does not apply to this solicitation.

**1.49 Performance Bond**

This section does not apply to this solicitation.

**1.50 Retainage**

This solicitation does not require retainage.

**1.51 Right to Audit**

As the case may arise, the Contractor shall be expected to fully cooperate with any audit by DHR or an outside agency. This may require the preparation of special reports or submission of requested data. Currently DHR is required to comply with the following auditing authorities:

A. Maryland State Department of IT (DoIT)

The DoIT Office of Program Oversight may solicit Independent Verification & Validation (IV & V) contractors to conduct a health assessment of select Major IT Development Projects (MITDP), based on the project/agency's recent history. The Office of Program Oversight may also require this due to other mitigating factors such as legislative regulations, high visibility, mission criticality or multiple agency functionality. An IV&V is an independent verification and validation or a third party assessment of a project.

B. Maryland State Office of Legislative Audits

The Office of Legislative Audits (OLA) conducts audits and evaluations of Maryland State government agencies and local school systems. OLA is a unit within the Department of Legislative Services, which provides staff support for the Maryland General Assembly.

Fiscal compliance audits are conducted of each State agency within the Executive and Judicial Branches to evaluate internal controls and compliance with certain State laws and regulations. For certain agencies, this category also includes financial statement audits and follow-up reviews of actions taken to implement audit recommendations.

Performance audits are conducted based on legislative requests or at the discretion of the Legislative Auditor. The purpose of a performance audit is to evaluate whether an agency or program is operating in an economic, efficient, and effective manner or to determine whether desired program results have been achieved. This category also includes special reviews, which are less comprehensive than audits.

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## 2 MINIMUM QUALIFICATIONS

### 2.1 Offeror Minimum Qualifications

This section does not apply to this solicitation .

### 2.2 Personnel Minimum Requirements

Offeror Personnel shall meet the following minimum qualification criteria to be eligible for consideration in the evaluation of this RFP:

Resumes must clearly outline starting dates and ending dates for each applicable experience.

For the personnel proposed in response to this RFP, Offeror must provide proof with its Proposal that the following Minimum Qualifications have been met:

- 2.2.1 Program Manager: Must have at least five (5) years project management experience and hold either a Project Management Professional (PMP) or relevant SAFe certification.
- 2.2.2 Application Architect: Must have at least five (5) years of experience designing medium to large-scale sites.
- 2.2.3 Computer Software/Integration Analyst: Must have at least five (5) years of experience performing requirements analysis for application development projects.

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### 3 SCOPE OF OBJECTIVES

#### 3.1 Background and Purpose

This project will replace the legacy application that is currently being used across the State, with a more scalable solution aimed at improving DHR business operations by eliminating inefficient business processes and workarounds. The purpose of this project is to procure a robust financial management solution that provides advanced security, performance, and user experience, in accordance with the State's business need and requirements. The Department is seeking the recommendation of prospective bidders for the most optimal solution that can take the form of either a vendor-hosted SaaS solution or a State managed COTS solution.

As part of the evaluation of the proposal for this RFP, Offerors shall propose exactly three (3) key resources and shall describe in a Staffing Plan how additional resources shall be acquired to meet the needs of DHR. All other planned positions shall be described generally in the Staffing Plan, and may not be used as evidence of fulfilling company or personnel minimum qualifications.

#### 3.2 Agency / Project Background

The legacy AFS is a computerized fiscal tracking system that is used statewide by local finance offices, allowing users to perform a number of accounting tasks. The legacy AFS allows users to setup, print, and track payments for various vendors—including payments to foster care providers—while maintaining a history of all financial transactions. The legacy AFS also provides the capability to generate a number of fiscal reports and annual 1099 data that is subsequently uploaded into the State's Financial Management Information System (FMIS) via a manual mainframe batch load process.

The legacy AFS was developed using Delphi, a programming language based on object Pascal programming methods. While Delphi was regarded as a very promising development platform that provided rich connectivity options to relational databases, it became increasingly restrictive and inflexible for the State to maintain. Requests for minor application changes were often costly to implement, and specialized programming skills were required to accommodate even minor requests for modification. Given the limitation of the technology suite upon which the legacy AFS application was built, it is not able to easily adjust to new workflows and the adoption of newer technologies that will provide the State scalability and room for growth. To address these concerns, the State initiated the legacy AFS modernization project through the OTHS. The aim of the project is to deploy a scalable application leveraging more robust application programming technologies, using proven field-tested principles, tools, and methods as embodied in the Scaled Agile Framework (SAFe).

The implementation of the project will ultimately provide the following primary benefits:

1. Reduced maintenance costs associated with the upkeep of a legacy application and supporting infrastructure environments;
2. Improved check processing workflows and the reduction of manual processes that sometimes result in departmental inefficiencies and compromised data integrity;
3. The deployment of a scalable application with a modern and flexible user interface;
4. Advanced reporting capabilities that provide standard built-in reports, and the ability to generate user customizable ad-hoc financial reports;



5. A modern graphical user interface with value-added tools that will improve usability and efficiency; and
6. Access to tools intended to eliminate workarounds, improve business processes, and consolidate financial information, ultimately resulting in increased productivity and service quality offered by DHR to its many customers.

### **3.3 General Requirements**

#### 3.3.1 Required Project Policies, Guidelines and Methodologies

The Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting Information Technology projects, which may be created or changed periodically. It is the responsibility of the Contractor to ensure adherence, and to remain abreast of new or revised laws, regulations, policies, standards and guidelines affecting the project's execution, including but not limited to the following:

- A. SAFe version 4.0. Additional information is available at: <http://doit.maryland.gov/SDLC/Pages/altMethods.aspx> , under 'Agile Alternatives'
- B. IRS Special Publication 1075 at: <https://www.irs.gov/pub/irs-pdf/p1075.pdf>
- C. The State of Maryland Information Technology Security Policy and Standards at: [www.DoIT.maryland.gov](http://www.DoIT.maryland.gov) - keyword: Security Policy
- D. The State of Maryland Information Technology Non-Visual Standards at: <http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx>
- E. The State of Maryland Information Technology Project Oversight at: [www.DoIT.maryland.gov](http://www.DoIT.maryland.gov) - keyword: IT Project Oversight

#### 3.3.2 Project Methodology

The State is adopting an enterprise Agile development and implementation methodology. An Agile approach is an approach in which teams deliver business value in the form of working functionality early and often. This is done through close collaboration with functional stakeholders, breakdown and prioritization of work, frequent delivery of high-quality, demonstrable solution increments, and a focus on SAFe principles. The State is in the process of adopting the SAFe across projects and programs managed by DoIT. The Offeror is required to adopt a similar Agile approach in addressing and delivering the AFS Solution.

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

#### 3.3.4 Contractor Transition-In Requirements

- A. Develop and submit an implementation schedule that details all relevant activities for the first 3 months of deployment of the new AFS. The implementation schedule will be progressively elaborated as the new AFS is deployed.
- B. Make the new AFS available to the State project team for user acceptance testing, in order to ensure that all core functionalities are readily accessible for production use.

- C. Facilitate data migration from the legacy AFS application into the new AFS application.
- D. Develop conversion routines for batch data import from the State's legacy application.
- E. Execute validation routines to ensure that data has been migrated successfully.
- F. Facilitate user acceptance test to ensure that legacy data has been loaded correctly and is being displayed in accordance to DHR policy.
- G. Facilitate the acceptance and deployment of the new production AFS with new DHR datasets.

### 3.3.5 Transition-Out Requirements

In order to ensure business continuity and to minimize service interruption to DHR's internal and external users, the Contractor shall perform the following transition-out activities at the conclusion of the Contract:

- A. Provide a Transition-Out plan 120 Business Days in advance of Contract end date that defines all processes and activities, e.g., technical, business and administrative, to ensure effective and efficient end of Contract transition to a successor contractor for up to 120 days prior to Contract end, consisting of:
  - a. 60-day processing support as back up to the successor contractor;
  - b. The provision of sufficient experienced personnel during this transition-out period to ensure an efficient and smooth transition; and
  - c. Provide additional services if requested to complete the transition successfully.
- B. Facilitate DHR scheduled discussions around data migration activities at the end of the Contract. Activities may include the extraction of data from legacy system repositories in order to facilitate the translation and loading of data into a new production system. DHR will oversee the transition-out phase and coordinate discussions and or implementation of the replacement system.
- C. Update all relevant system documentation to the latest versions of all relevant documentation and custom code, participate in any transition-out meetings with the State and the successor contractor, and provide access to DHR assigned resources for transition planning.
- D. Provide an official handoff report 10 business days before the Contract end date detailing points of contact (technical and administrative contacts along with their various roles), current issues and mitigation, and a complete set of system and operational documentation.

### 3.3.6 Export, Backup, Disaster Recovery (DR)

The Department will be responsible for all data export, backup, and data recovery for a State managed COTS implementation; however, for SaaS implementations, the following shall apply:

#### Export/Import

As in the case for a SaaS implementation, the Contractor shall provide to the State the ability to import/export data at will, including data to/from third parties. If Contractor provides the State the ability to export data, access and instructions shall be provided. If Contractor intends to perform export data on the State's behalf, Contractor shall perform an export of State data within 24 hours of a request.

#### Backups

The Contractor shall:

- A. Perform backups of the web, application, and database servers on a regular basis to safeguard against data loss. This shall include daily incremental backups and full weekly backups of all volumes of servers.
- B. Retain daily backups for one month, and weekly backups for two years on online storage by the Contractor.
- C. Archive weekly backups to off-line storage media and retain for the life of the Contract. The Contractor shall provide all archived backups as part of the transition-out activities.
- D. Ensure that all data backups are encrypted in accordance with IRS Special Publication 1075 ([www.irs.gov/Forms-&-Pubs](http://www.irs.gov/Forms-&-Pubs)).

#### Disaster Recovery

- A. The Contractor shall also have Disaster Recovery (DR) processes in place and shall conduct tests twice annually to identify any changes that need to be made to its DR plan to ensure System Availability in accordance with required Service Level Agreements (SLA) found in RFP Section 3.12. The Contractor shall coordinate with the State to ensure limited System downtime.
- B. The Contractor shall maintain disaster avoidance procedures designed to safeguard State data and confidential information, Contractor's processing capability and the availability of hosted services.
- C. The Contractor shall send the Contract Manager a notice of completion following completion of DR testing.
- D. The new AFS shall come back online within 24 hours of alert of outage.
- E. The new AFS shall be restored with less than 8 hours' loss of data as of the alert of outage.
- F. The Contractor shall describe in its Technical Proposal its DR approach, including an explanation how the data will be recoverable.

#### 3.3.7 Contractor-supplied Hardware, Software, and Materials

In the case of a COTS implementation, the Department will provide the supporting infrastructure to provision the necessary environment(s) for the application. The Contractor will provide the necessary installation services and all requisite installation documentation to instantiate the application on the State provided environment.

In the event of a **preferred** SaaS implementation, the Contractor will be required to deploy a fully configured production-ready SaaS solution that meets all stated business requirements. If

a SaaS implementation is pursued, the solution shall not require any additional hardware or software licenses to be obtained by DHR to instantiate, provision, or maintain the new AFS application or its supporting infrastructure. The SaaS application shall also be compatible with all standard internet browsers on Windows and Macintosh operating systems.

The State shall be permitted limited user-specific application configuration settings.

The Contractor is responsible for the acquisition and operation of all hardware, software and network support related to the services being provided, and shall keep all software current

The Contractor shall provision all environments (test, development and production).

The Contractor is responsible to keep all provisioned SaaS environments current with all latest releases by deploying patches, upgrades, and Regulatory Updates at no additional cost within 5 business days of release. All updates will be thoroughly tested to ensure application stability and availability, and will be deployed during standard maintenance windows unless an emergency update is needed to maintain System Availability.

### 3.3.8 Custom Software

As described in the sample Contract (Attachment A), the State shall solely own any custom software resulting from a contractual award. Custom software may include, but not limited to, application modules developed to integrate with either a COTS or SaaS solution, source-codes, maintenance updates, documentation, and configuration files when developed under this Contract.

### 3.3.9 Custom Source Code

The State shall have the right to audit System Source Materials for each software product that comprises the new AFS . This audit shall be scheduled at any time that is convenient for the parties to be present. The State shall be provided with software or other tools required for viewing of all software source code.

### 3.3.10 Source Code Escrow

If a COTS solution is awarded, source code escrow provisions will apply to this Contract to the extent that the Contractor shall meet Source Code Escrow requirements as described in Section 12 of the Contract (Attachment A). If a SaaS solution is awarded, the Source Code Escrow does not apply to this contract.

### 3.3.11 Data

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

### 3.3.12 Travel Reimbursement

Contractor shall not be reimbursed for travel or other expenses. The Contractor's rate should be fully burdened.

### 3.3.13 Contractor Responsibilities

- A. The Contractor shall provide all technical, physical, and staffing resources to implement a robust financial management solution that delivers all the functional capabilities of the legacy AFS, while providing advanced security, performance, and user experience, in accordance with all State requirements.
- B. The Contractor shall provide staffing resources as outlined in RFP Section 3.5.
- C. The Contractor shall provide product support for the entire term of the Contract for all software subscriptions purchased.
- D. The Contractor shall provide support for all the product issues that cannot be resolved by the State. Issues that cannot be resolved via the State's service desk and the State's implementation team will be forwarded to the Contractor's service desk for response and resolution.
- E. The Contractor's service desk shall be available by telephone between the hours of 7:30AM to 5:30PM ET from Monday to Friday excluding State Office closings.
- F. For SaaS related issues that require escalation beyond the Contractor's service desk, the Contractor shall provide a document that defines the process and procedures that comply with the State's Service Level Agreement (SLA) in RFP Section 3.12.8 or the Contractor's proposed SLA upon State's approval. The Contractor shall be required to provide resolution to defects using the processes defined in the SLA in RFP Section 3.12.8.

### 3.3.14 Training

The Contractor shall provide training for users of the new AFS. The Contractor shall provide a training program that addresses the training requirements of all defined user type/roles. Training programs shall be developed for each sub-project and components of sub-projects. The proposed training program shall include at a minimum:

- i. Types of training recommended (Instructor-led, Computer Based Training, Webinar, etc.) for each user type/role
  - ii. Hours of training for each user type
  - iii. Training syllabus/curriculum outlines
  - iv. Training materials (presentations, handouts, user guides, updated budget instructions)
  - v. Training Plan that includes all of the above
- A. The State shall require different types of training materials and techniques for the various user roles. The Offeror awarded this Contract shall provide the training defined below for each user role.
  - B. Training materials shall include quick-start guides, user guides, how-to documentation, and FAQs, as appropriate. All training materials shall be available via the DHR web site or from within the application.

- C. The Offeror shall customize existing training presentations or written materials, addressing modifications, configurations, and procedures employing the DHR’s terminology.
- D. In addition to training during the initial implementation, the Contractor shall also provide annual refresher training not to exceed 25% of the initial population at appropriate times during the calendar year.
- E. The cost for training shall be included in the total contract price for the solution.

### 3.3.15 SaaS Subscription Service

In the event that a SaaS contract is awarded, the following shall apply:

- A. DHR’s legacy system currently has approximately 250 Users. DHR will commit to a minimum monthly User count of 250 concurrent users.
- B. It is anticipated that User levels will exceed 2000 Users during the Contract term. DHR will add Users as necessary throughout the Contract term.
- C. New Subscriptions shall be invoiced on a pro-rated basis through the end of the then-current Contract year based on Active Users. This maintains all licenses to terminate at the end of the then-current contract year.
- D. An Active User account is defined as a User account with activity in the past 60 days.
- E. Active User accounts shall be determined as of the last day of the Contractor’s monthly billing cycle and documented in a Monthly Active User Report providing the account names and total count of all Active Users. Additional subscriptions will be added if the number of Active Users is more than for the prior month.
- F. The Contractor shall allow DHR to reduce subscription counts at the beginning of the next Contract year as part of an annual Subscription synchronization. Subscription count will not go below 200 users for any contract year.
- G. Contractor shall provide with its invoice a copy of the report showing the number of Active Users and the date the report was run.
- H. Payment for the SaaS will be fixed price based on the pricing in the Financial Proposal – Attachment F.

### 3.3.16 Configuration/integration of the new AFS

Configuration and integration will be performed by the Contractor utilizing Agile development practices that inform custom development, configuration, migration, and/or integration with other DHR legacy applications. The Agile methodology is characterized by:

- A. Lightweight processes (just enough)
- B. Short iterative development cycles (daily builds to monthly “Sprints”)
- C. Rapid prototyping and rapid development
- D. Active, co-located teams including end users
- E. Heavy reliance on domain knowledge of the project team



- F. Incremental releases
- G. Self-organizing teams
- H. Adaptive rather than predictive mindsets
- I. Simple design

Payment for these services will be time and materials basis in accordance with the labor rates in the Financial Proposal – RFP Attachment F.

### 3.3.17 BUSINESS OBJECTIVES & REQUIREMENTS

The core business objectives for the AFS Modernization Project are summarized below. In keeping with these objectives, and in accordance with the SAFe implementation strategy, technical details related to the implementation will be developed throughout the project life cycle. The Department and the Contractor will collaborate on defining implementation related details comprising of technical information, infrastructural and application related specifications, and system related configurations need to ensure the attainment of the following AFS solution objectives:

- A. Be fully web-enabled;
- B. Be fully compliant with Section 508 of the Rehabilitation Act of 1973;
- C. Be compatible with assistive technology products such as screen readers and screen enlargement software for users with disabilities;
- D. Allow for batch transaction processing, including the creation, editing, printing, and managing the issuance of checks and vouchers;
- E. Provide payment management capabilities with efficient disbursement, deposits, journals, and/or adjustments processes/workflows;
- F. Allow for standard and ad-hoc report generation, chart of accounts management, and advanced system management tools;
- G. Provide bank reconciliation, year-end processing, and other critical fiscal management tools;
- H. Be fully capable of tracking payments to foster care providers, and other state managed public assistance programs;
- I. Integrate with the new MD CHESSIE system for future payment processing;
- J. Be capable of extracting 1099 data via flat files for importing into FMIS, and shall be capable of scheduling ad-hoc data extraction routines for producing the 302 monthly assistance reports;
- K. Communicate with externally attached and network capable printing devices, such as laser check printing and/or other State designated printers; and
- L. Meet all State requirements and adhere to GAAP, and adhere to all GAAS.



### 3.4 Security Requirements

#### 3.4.1 Employee Identification

All Contractor Personnel shall display his or her company ID badge at all times while on State premises. Upon request of authorized State personnel, each such Contractor Personnel shall provide additional photo identification.

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

#### 3.4.2 Information Technology

The Contractor and Contractor Personnel shall comply with and adhere to the State IT Security Policy and Standards, and IRS Safeguards. These policies may be revised from time to time and the Contractor shall comply with all such revisions. Updated and revised versions of the State IT Policy and Standards are available online at: [www.doit.maryland.gov](http://www.doit.maryland.gov) – keyword: Security Policy.

The Contractor and Contractor Personnel shall not connect any of its own equipment to a State LAN/WAN without prior written approval by the State. The Contractor shall complete any necessary paperwork as directed and coordinated with the Contract Manager to obtain approval by the State to connect Contractor-owned equipment to a State LAN/WAN.

#### 3.4.3 Security Clearance / Criminal Background Check

The Contractor shall obtain a Criminal Justice Information System (CJIS) State and Federal criminal background check, including fingerprinting, for each individual performing services under the Contract. This check shall cover the last ten (10) years. This check may be performed by a public or private entity. A CJIS State criminal background check shall be completed and passed prior to any Contractor employee providing services on-site at any location covered by the Contract. A CJIS Federal background check is necessary for each employee assigned to work on the Contract and shall be completed within four (4) months of Contract award.

The CJIS criminal record check of each employee who will work on State premises shall be reviewed by the Contractor for convictions of any of the following crimes described in the Annotated Code of Maryland, Criminal Law Article: (a) §§ 6-101 through 6-104, 6-201 through 6-205, 6-409 (various crimes against property);

- (1) any crime within Title 7, Subtitle 1 (various crimes involving theft);
- (2) §§ 7-301 through 7-303, 7-313 through 7-317 (various crimes involving telecommunications and electronics);
- (3) §§ 8-201 through 8-302, 8-501 through 8-523 (various crimes involving fraud);
- (4) §§ 9-101 through 9-417, 9-601 through 9-604, 9-701 through 9-706.1 (various crimes against public administration); or
- (5) a crime of violence as defined in CL § 14-101(a);

- (6) child abuse;
- (7) child neglect;
- (8) spousal abuse; or
- (9) any other crime against children including possession and/or distribution of child pornography.

Contractor Personnel convicted of a felony or of a crime involving telecommunications and electronics from the above list of crimes shall not be permitted to work on State premises and, at the State's discretion, shall not be permitted to work on software related to the new AFS or have access to the State's data; an employee of the Contractor who has been convicted within the past five (5) years of a misdemeanor from the above list of crimes shall not be permitted to work on State premises.

Provide a Criminal Background Check Affidavit (Attachment Y) for each employee certifying to the Department that a background check has been performed (this shall be done at the Contractor's expense). The Contractor shall provide the Affidavits, via e-mail to the Contract Manager, no later than four (4) months after the NTP and annually at beginning of each Contract year. DHR reserves the right to disqualify any Contractor Personnel whose background checks suggest conduct, involvements, and/or associations that DHR determines, in its sole discretion, to be inconsistent with the performance and/or security requirements set forth in this RFP.

Provide, upon request by DHR, the results of all security background checks. DHR reserves the right to perform additional background checks or spot audits to ensure the background checks have been completed and are current. DHR may randomly request a copy of a background check for any individual associated with the Contract. The Contractor shall provide a copy of the background check within 24 hours of the request.

Ensure that any replacement personnel have a background check before starting employment.

#### 3.4.4 On-site Security Requirement(s)

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

- A. Any Contractor Personnel entering the premises of a facility under the jurisdiction of the Department within the scope of this RFP may be searched, fingerprinted (for the purpose of a criminal history background check), photographed and required to wear an identification card issued by the Department.
- B. Further, the Contractor Personnel shall not violate Md. Code Ann., Criminal Law Art. Section 9-410 through 9-417 and such other security policies of the agency that controls the facility to which access by the Contractor Personnel will be necessary. The failure of any of the Contractor Personnel to comply with any provision of the Contract is sufficient grounds for the State to immediately terminate that Contract for default.
- C. Some State sites, especially those premises of the Department of Public Safety and Correctional Services, require each person entering the premises to document an inventory

items (such as tools and equipment) being brought onto the site, and to submit to a physical search of his or her person. Therefore, the Contractor Personnel shall always have available an inventory list of tools being brought onto a site and be prepared to present the inventory list to the State staff or an officer upon arrival for review, as well as present the tools or equipment for inspection. Before leaving the site, the Contractor Personnel will again present the inventory list and the tools or equipment for inspection. Upon both entering the site and leaving the site, State staff or a correctional or police officer may search Contractor Personnel.

- D. Further, Contractor Personnel may be subject to random security checks during entry and leaving State secured areas. The State reserves the right to require Contractor Personnel to be accompanied while in secured premises.
- E. Contractor shall remove any Contractor Personnel from working on the resulting Contract where the State of Maryland determines, at its sole discretion, that said Contractor Personnel has not adhered to the security requirements specified herein.
- F. Additional security requirements may be established in a Task Order or a Work Order.
- G. The State reserves the right to request that the Contractor submit proof of employment authorization of non-United States Citizens, prior to commencement of work under the resulting Contract.

### 3.4.5 Data Protection and Controls

#### Data Protection

For implementations in which the Contractor will have access to State data, whether at rest or in flight, the following provisions and safeguards will be in effect:

- A. Contractor and/or Subcontractor shall implement administrative, physical and technical safeguards to protect State data that are no less rigorous than IRS Special Publication 1075 and other accepted industry practice for information security, and shall ensure that all such safeguards, including the manner in which State data is collected, accessed, used, stored, processed, disposed of and disclosed comply with applicable data protection and privacy laws as well as the terms and conditions of this Contract.
- B. Additionally, and specific to SaaS/vendor hosted solutions, the following guidelines shall apply. These guidelines will ensure that appropriate data protection safeguards are in place; therefore, the Contractor and/or Subcontractor shall at minimum implement and maintain the following at all time:
  - 1. Establish separate production, training and test environments for the System and ensure that production data is not replicated in the test environment unless it has been previously anonymized or otherwise modified to protect the confidentiality of Sensitive Data elements.
  - 2. Apply hardware and software hardening procedures as recommended by the manufacturer to reduce the System's surface of vulnerability. The purpose of system hardening is to eliminate as many security risks as possible. This is typically done by removing all non-essential software programs and utilities from the computer.

These procedures may include but are not limited to removal of unnecessary software, disabling or removing of unnecessary services, the removal of unnecessary usernames or logins, and the deactivation of unneeded features in the System configuration files.

3. Ensure that State data is not comingled with the Contractor's and/or Subcontractor's other clients' data through the proper application of compartmentalization security measures. This includes but is not limited to classifying data elements and controlling access to those elements based on the classification and a user's access or security level.
4. Apply data encryption to protect State data, especially Sensitive Data, from improper disclosure or alteration. Data encryption should be applied to State data in transit over networks and, where possible, State data at rest within the System; as well as to State data when archived for backup purposes. Encryption algorithms which are utilized for this purpose must comply with current Federal Information Processing Standards (FIPS), "Security Requirements for Cryptographic Modules", FIPS PUB 140-2. ([csrc.nist.gov/publications/fips/fips140-2/fips1402.pdf](http://csrc.nist.gov/publications/fips/fips140-2/fips1402.pdf)).
5. Enable appropriate logging parameters on systems supporting the System to monitor User access activities, authorized and failed access attempts, system exceptions, and critical information security events as recommended by the operating system and application manufacturers and information security standards, including IRS Safeguards – Publication 1075 ([www.irs.gov/Forms-&-Pubs](http://www.irs.gov/Forms-&-Pubs)). Retain the aforementioned logs and review them at least daily to identify suspicious or questionable activity for investigation, documenting their cause and perform remediation, if required.
6. Ensure System and network environments are separated by properly configured and updated firewalls to preserve the protection and isolation of State data from unauthorized access as well as the separation of production and non-production environments.
7. Retain the aforementioned logs and review them at least daily to identify suspicious or questionable activity for investigation and documentation as to their cause and remediation, if required. The Department shall have the right to inspect these policies and procedures and the Contractor or subcontractor's performance to confirm the effectiveness of these measures for the services being provided under this Contract.
8. Restrict network connections between trusted and un-trusted networks by physically and/or logically isolating systems supporting the System from unsolicited and unauthenticated network traffic.
9. Conduct weekly reviews of network connections, documenting and confirming the business justification for the use of all service, protocols, and ports allowed, including the rationale or compensating controls implemented for those protocols considered insecure but necessary.
10. Establish policies and procedures to implement and maintain mechanisms for internal vulnerability testing of operating system, application, and network devices

supporting the System. Such testing is intended to identify outdated software versions; missing software patches; device or software mis-configurations; and to validate compliance with or deviations from the Contractor's and/or Subcontractor's security policy. Contractor and/or Subcontractor shall evaluate all identified vulnerabilities for potential adverse effect on the system's security and integrity and remediate the vulnerability promptly or document why remediation action is unnecessary or unsuitable. DHR shall have the right to inspect these policies and procedures and the performance of vulnerability testing to confirm the effectiveness of these measures for the services being provided by the Contractor and/or Subcontractors.

11. Contractor and/or Subcontractor(s) shall conduct external vulnerability testing at least on a monthly basis. External vulnerability testing is an assessment designed to examine the Contractor and/or Subcontractor's security profile from the Internet without benefit of access to internal systems and networks behind the external security perimeter. Contractor and/or Subcontractor shall evaluate all identified vulnerabilities on Internet-facing devices for potential adverse effect on the system's security and integrity and remediate the vulnerability promptly or document why remediation action is unnecessary or unsuitable. DHR shall have the right to inspect these policies and procedures and the performance of vulnerability testing to confirm the effectiveness of these measures for the services being provided.
12. Ensure that: anti-virus and anti-malware software is installed and maintained on all systems supporting the System services, the anti-virus and anti-malware software is automatically updated, and that the software is configured to actively scan and detect threats to the system for remediation.
13. Enforce strong user authentication and password control measures to minimize the opportunity for unauthorized access to Sensitive Data through compromise of the user access controls. Minimum measures are outlined in the IRS Safeguards – Publication 1075 ([www.irs.gov/Forms-&-Pubs](http://www.irs.gov/Forms-&-Pubs)), including specific requirements for password length, complexity, history, and account lockout. Ensure Sensitive Data under this service is not processed, transferred, or stored outside of the United States.

#### Access to Security Logs and Reports

The Contractor shall provide monthly reports to the State in a mutually agreeable format. Reports shall include latency statistics, user access, user access IP address, user access history and security logs for all State files related to this Contract.

#### Data Location

The Contractor shall provide its services to the State and its end users solely from data centers in the United States ("U.S."). Storage of State data at rest shall be located solely in data centers in the U.S. Storage of State data is not permitted on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. Access to State data remotely is permitted only as required to provide technical support. The Contractor shall provide technical support on a 24/7 basis if requested by the State.

### 3.5 Labor Categories and Qualifications

#### 3.5.1 Labor Categories

The Labor Categories are identified and described below. To be responsive to this RFP, Offerors shall be capable of providing and meeting the minimum qualifications for all the labor categories listed. Offerors shall submit a Price Sheet (Attachment F) that provides labor rates for all labor categories for all contract years (initial base term and option years). Actual resumes (and a Labor Classification Personnel Resume Summary (Attachment Q) shall be provided only for Key Personnel as described in Section 1.23, and resumes for resources provided later shall be coordinated by the Contract Manager and, if requested in a Work Order, shall be governed by the Work Order process.

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

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

#### A. Program Manager (**KEY**)

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

- 1) Managing day-to-day project activities consistent with SAFe methods
- 2) Identifying issues and risks and recommending possible issue and risk mitigation strategies
- 3) Facilitating State agency and Contractor discussions / meetings
- 4) Ensuring that Contractor performance is within scope, consistent with requirements, and delivered on time and within budget
- 5) Identifying critical paths, tasks, dates, testing, and acceptance criteria for project related deliverables
- 6) Providing solutions to improve efficiency (e.g., reduce costs while maintaining or improving performance levels) of systems and processes employed by the project
- 7) Monitoring issues and providing resolutions for up-to-date status reports
- 8) Documenting and delivering project management related artifacts in Section 3.8

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

**General Experience:** The proposed candidate shall have at least ten (10) years of experience in project management pertaining to complex software development.



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

B. Application Architect (**KEY**)

**Duties:** The Application Architect manages major projects that involve providing professional support services and/or the integration, implementation, and transition of large, complex systems. The Application Architect is responsible for performing the following tasks:

- 1) Providing design and development of e-government solutions, and taking responsibility for technical design and implementation
- 2) Designing, developing, and maintaining infrastructure related to vendor hosted solutions
- 3) Providing expertise with web servers, gateways, application servers, and content management systems
- 4) Providing experience in web application technologies and middleware solutions
- 5) Researching new technologies and products for their applicability to business processes
- 6) Comparing various solutions and determining the most suitable
- 7) Ensuring that development efforts are well-planned and in compliance to standards

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

**General Experience:** The proposed candidate must have at least five (5) years of experience planning, designing, building, and implementing IT application systems. This individual must have led major IT deployment efforts. This individual must also have a strong background in software engineering principles and techniques.

**Specialized Experience:** The proposed candidate must have at least five (5) years of experience in designing medium to large-scale sites, and management of at least five Internet projects.

C. Computer Software/Integration Analyst (Senior) (**KEY**)

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

- 1) Presenting system designs for user approval at formal reviews
- 2) Performing configuration management, software integration, interpreting software test results, and recommending solutions for unsatisfactory test results
- 3) Providing solutions to identified software problem reports



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

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

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

D. Applications Programmer

**Duties:** The Applications Programmer analyzes functional business applications and design specifications for functional areas such as finance, accounting, personnel, manpower, logistics, and contracts. Develops block diagrams and logic flowcharts. Translates detailed design into computer software. Tests, debugs, and refines the computer software to produce the required product. Prepares required documentation, including both program-level and user-level documentation. Enhances software to reduce operating time or improve efficiency. Provides technical direction to programmers as required to ensure program deadlines are met.

**Education:** A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field. A Master's Degree is preferred.

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

**Specialized Experience:** At least three (3) years of experience as an application programmer on SAFe development project, and possess knowledge of computer equipment, and ability to develop complex software to satisfy design objectives.

E. Database Management Specialist (Senior)

**Duties:** The Database Management Specialist (Senior) must be capable of providing highly technical expertise and support in the use of DBMS. Must be able to evaluate and recommend available DBMS products to support validated user requirements. Defines file organization, indexing methods, and security procedures for specific user applications. Develops, implements, and maintains database back-up and recovery procedures for the processing environments, and ensures that data integrity, security, and recoverability are built into the DBMS applications.

**Education:** A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field.

**General Experience:** Must have six (6) years of experience in DBMS systems analysis and programming.

**Specialized Experience:** At least three (3) years of experience in using current DBMS technologies, application design utilizing various database management systems and experience with DBMS internals.

F. Subject Matter Expert

**Duties:** Defines the problems and analyzes and develops plans and requirements in the subject matter area for moderately complex-to-complex systems. Coordinates and manages the preparation of analysis, evaluations, and recommendations for proper implementation of programs and systems specifications including, but not limited to: information technology, health care, education, public safety, social services, human resources, transportation, and environment.

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

**General Experience:** Must have seven (7) years of experience in the IT field.

**Specialized Experience:** At least five (5) years of combined new and related older technical experience in the IT field directly related to the required area of expertise.

G. Testing Specialist

Must be capable of designing and executing IT software tests and evaluating results to ensure compliance with applicable regulations. Must be able to prepare test scripts and all required test documentation. Must be able to design and prepare all needed test data. Analyzes internal security within systems. Reviews test results and evaluates for conformance to design.

**Education:** A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field. A Master's Degree is preferred.

**General Experience:** Must have four (4) years of experience in computer software development.

**Specialized Experience:** At least two (2) years of software testing experience (integration and acceptance).

H. Training Specialist/Instructor

**Duties:** Conducts the research necessary to develop and revise training courses and prepares appropriate training catalogs. Prepares all instructor materials (course outline, background material, and training aids). Prepares all student materials (course manuals, workbooks, handouts, completion certificates, and course critique forms). Trains personnel by conducting formal classroom courses, workshops, and seminars.

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

**General Experience:** Must have four (4) years of experience in information systems development, training, or related fields.

**Specialized Experience:** At least two (2) years of experience in developing and providing IT and end user training on computer hardware and application software.

3.5.2 Contractor Personnel Experience (including Key Personnel submitted in response to this RFP)

Substitution of Education for Experience.

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

Substitution of Experience for Education.

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

Substitution of Professional Certificates for Experience:

Professional certification (e.g., Microsoft Certified Systems Engineer, SQL Certified Database Administrator) may be substituted for up to two (2) years for general and specialized experience. The Contract Manager shall approve or disapprove substitutions.

### 3.6 Performance and Personnel

3.6.1 Business Hours Support: The Contractor's collective assigned personnel shall support core business hours 8:00 a.m. – 5:00 p.m., Monday through Friday except for State holidays, Service Reduction days, and Furlough days observed by DHR.

3.6.2 Non-Business Hours Support: After hours support, including evenings, overnight and weekends, may be necessary to respond to IT Security emergency situations and in the performance of planned activities.

3.6.3 State-Mandated Service Reduction Days: Contractor personnel shall be required to participate in the State-mandated Service Reduction Days as well as State Furlough Days.

In this event, the Contractor will be notified in writing by the Contract Manager of these details.

- 3.6.4 Minimum and Maximum Hours: Full-time Contractor personnel shall work 40 hours per week with starting and ending times as approved by the Contract Manager. A flexible work schedule may be used with Contract Manager approval, including time to support any efforts outside core business hours. Contractor personnel may also be requested to restrict the number of hours Contractor personnel can work within a given period of time that may result in less than an eight hour day or less than a 40 hour work week.
- 3.6.5 Vacation Hours: Requests for leave shall be submitted to the Contract Manager at least two weeks in advance. The Contract Manager reserves the right to request a temporary replacement if leave extends longer than one consecutive week. In cases where there is insufficient coverage, a leave request may be denied.

**3.7 Problem Escalation Procedure**

- 3.7.1 The Contractor shall provide and maintain a Problem Escalation Procedure (PEP) for both routine and emergency situations. The PEP must state how the Contractor will address problem situations as they occur during the performance of the Contract, especially problems that are not resolved to the satisfaction of the State within appropriate timeframes.
- 3.7.2 The Contractor shall provide contact information to the Contract Manager, as well as to other State personnel, as directed should the Contract Manager not be available.
- 3.7.3 The Contractor shall provide the PEP no later than ten (10) Business Days after notice of recommended award. The PEP, including any revisions thereto, shall also be provided within ten (10) Business Days after the start of each Contract year and within ten (10) Business Days after any change in circumstance which changes the PEP. The PEP shall detail how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner. The PEP shall include:
  - A. The process for establishing the existence of a problem;
  - B. The maximum duration that a problem may remain unresolved at each level in the Contractor’s organization before automatically escalating the problem to a higher level for resolution;
  - C. Circumstances in which the escalation will occur in less than the normal timeframe;
  - D. The nature of feedback on resolution progress, including the frequency of feedback to be provided to the State;
  - E. Identification of, and contact information for, progressively higher levels of personnel in the Contractor’s organization who would become involved in resolving a problem;
  - F. Contact information for persons responsible for resolving issues after normal business hours (e.g., evenings, weekends, holidays) and on an emergency basis; and
  - G. A process for updating and notifying the Contract Manager of any changes to the PEP.

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

### **3.8 Work Order Process**

- A. The Department recognizes that not all implementation related activities are fully known at the time of contract execution, and that additional services or resources within the scope of the Contract may be required to fully implement the project. In order to meet these unanticipated activities, the Department will work with the Contractor through a Work Order process. Additional project related services will be governed by Agile development practices, and may include custom development, configuration, migration, and/or integration with other DHR legacy applications. Work shall not begin in advance of a fully executed Work Order. The Contract Manager shall e-mail a Work Order Request (See Attachment T) to the Contractor to provide services or resources that are within the scope of this RFP. The Work Order Request will include:
1. Technical requirements and description of the service or resources needed
  2. Performance objectives and/or deliverables, as applicable
  3. Due date and time for submitting a response to the request, and
  4. Required place(s) where work must be performed
- B. The Contractor shall e-mail a response to the Contract Manager within the specified time and include at a minimum:
1. A response that details the Contractor's understanding of the work;
  2. A price to complete the Work Order Request using the format provided in Attachment T;
  3. A description of proposed resources required to perform the requested tasks, with the labor categories listed in accordance with Attachment F;
  4. An explanation of how tasks shall be completed. This description shall include proposed subcontractors and related tasks;
  5. State-furnished information, work site, and/or access to equipment, facilities, or personnel; and
  6. The proposed personnel resources, including any subcontractor personnel, to complete the task.
- C. For a T&M Work Order, the Contract Manager will review the response and will confirm the proposed labor rates are consistent with this RFP. For a fixed price Work Order, the Contract Manager will review the response and will confirm the proposed prices are acceptable.
- D. The Contract Manager may contact the Contractor to obtain additional information, clarification or revision to the Work Order, and will provide the Work Order to the Procurement Officer for a determination of compliance with the Contract and a

determination whether a change order is appropriate. Written Procurement Officer approval is required before Work Order execution by the State.

- E. Proposed personnel on any type of Work Order shall be approved by the Contract Manager. The Contractor shall furnish resumes of proposed personnel specifying the labor category(ies) proposed. The Contract Manager shall have the option to interview the proposed personnel and, in the event of an interview or not, shall notify the Contractor of acceptance or denial of the personnel.
- F. Performance of services under a Work Order shall commence consistent with an NTP issued by the Contract Manager for such Work Order.

**3.9 Insurance Requirements**

3.9.1 Any insurance furnished as a condition of this Contract shall be issued by a company authorized to business in this State.

3.9.2 Insurance shall be provided as specified in the Contract (Attachment A). The recommended awardee must provide a certificate(s) of insurance with the prescribed coverages, limits and requirements set forth in this Section 3.9 “Insurance Requirements,” within five (5) Business Days from notice of recommended award. During the period of performance for multi-year contracts the Contractor shall update certificates of insurance annually, or as otherwise directed by the Contract Manager.

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

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

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

Cyber Security / Data Breach Insurance - The Contractor shall maintain Cyber Security / Data Breach Insurance in the amount of ten million dollars (\$10,000,000) per occurrence. The coverage must be valid in at all locations where work is performed or data or other information concerning the State’s claimants and/or employers is processed or stored.

Worker’s Compensation - The Contractor shall maintain such insurance as necessary and/or as required under Workers’ Compensation Acts, the Longshore and Harbor Workers’ Compensation Act, and the Federal Employers’ Liability Act. Coverage must be valid in all states where work is performed. One million dollars (\$1,000,000) per occurrence (unless a state’s law requires a greater amount of coverage).

3.9.3 State Inclusion on Insurance



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

3.9.4 Subcontractor Insurance

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

3.9.5 Employee Theft Insurance

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

**3.10 Invoicing**

3.10.1 Invoices related to COTS implementations will be provided at the time of contract award. Invoice will stipulate the number of seat licenses, in addition to required services to implement/deploy/install the application within the State’s infrastructure. Any additional considerations and/or requirements will be stipulated at the time of invoicing.

3.10.2 Invoices related to SaaS implementations shall be submitted as shown in the table below.

<b>Requirement Reference</b>	<b>Description</b>	<b>Invoicing Instructions</b>
3.3.15	SaaS Subscription	Monthly User Report used to determine number of current subscriptions to invoice. User Report shall be submitted as backup documentation for the Subscription invoice. Invoice shall be submitted monthly.
3.3.16	Configuration/Integration of AFS SaaS solution	Invoice submitted at the end of each Planning Increment cycle in accordance with the State’s 10-week cadence.
3.3.16	Fixed Price Work Orders for additional legacy system integration/consolidation	Invoice submitted based on conclusion of Work Order.



Requirement Reference	Description	Invoicing Instructions
3.3.16	Time & Material Work Orders for additional legacy system integration/consolidation	Invoice submitted within 15 days of the end of the month for which work is being invoiced.
3.3.5	End of Contract Transition services	Paid with final contract Invoice

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

3.10.4 Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the Agreement. In no event shall any invoice be submitted later than 60 calendar days from the Agreement termination date.

3.10.5 Time and Materials Invoicing

Contractor will submit invoices within 15 days of the end of the month for which work is been invoiced. Contractor will include with invoice a monthly timesheet that includes the following information:

- A. Title: “Time Sheet for AFS Project”
- B. Issuing company name, address, and telephone number
- C. For each employee /resource:
  - 1. Employee / resource name
    - a) For each Period ending date, e.g., “Period Ending: mm/dd/yyyy” Tasks completed that week and the associated deliverable names and ID#s
    - b) Number of hours worked each day
    - c) Total number of hours worked that Period
    - d) Period variance above or below 40 hours
    - e) Annual number of hours planned under the Contract
    - f) Annual number of hours worked to date
    - g) Balance of hours remaining
    - h) Annual variance to date (Sum of periodic variances)
- D. Signature and date lines for the Contract Manager

- E. Time sheets shall be submitted to the Contract Manager prior to invoicing. The Contract Manager shall sign the timesheet to indicate authorization to invoice.

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

- A. The amount invoiced is inconsistent with the Contract;
- B. The proper invoice has not been received by the party or office specified in the Contract;
- C. The invoice or performance is in dispute or the Contractor has failed to otherwise comply with the provisions of the Contract ;
- D. The item or services have not been accepted;
- E. The quantity of items delivered is less than the quantity ordered;
- F. The items or services do not meet the quality requirements of the Contract;
- G. If the Contract provides for progress payments, the proper invoice for the progress payment has not been submitted pursuant to the schedule;
- H. If the Contract provides for withholding a retainage and the invoice is for the retainage, all stipulated conditions for release of the retainage have not been met; or
- I. The Contractor has not submitted satisfactory documentation or other evidence reasonably required by the Procurement Officer or by the Contract Manager concerning performance under the contract and compliance with its provisions.

### **3.11 SOC 2 Type II Audit Report**

- 3.11.1 The **Contractor and/or Subcontractors who provide SaaS services that handle Sensitive Data** (see Handle definition in 1.2) for the AFS must also comply with all clauses within this section “SOC 2 Type II Audit Report”, assuming the Contractor and/or Subcontractor receives copies of any data for use in providing services, including any system and/or user acceptance testing of the new System and any provided data that contains Sensitive Data.
- 3.11.2 The Contractor shall have an annual audit performed by an independent audit firm of the Contractor and/or Subcontractors’ handling of the DHR’s critical functions and/or Sensitive Data, and shall address all areas relating to information technology security and operational processes. These services provided by the Contractor and/or Subcontractors that shall be covered by the audit will collectively be referred to as the “Information Functions and/or Processes.” Such audits shall be performed in accordance with audit guidance: *Reporting on Controls at a Service Organization Relevant to Security, Availability, Processing Integrity, Confidentiality, or Privacy (SOC 2)* as published by the American Institute of Certified Public Accountants (AICPA) and as updated from time to time, or according to the most current audit guidance promulgated by the AICPA or similarly-recognized professional organization, as agreed to by the DHR, to assess the security of outsourced client functions or data (collectively, the “Guidance”) as follows:
- 3.11.3 The type of audit to be performed in accordance with the Guidance is a SOC 2 Type 2 Audit (referred to as the “SOC 2 Report”). The initial SOC 2 Report audit shall be scheduled and completed within a timeframe to be specified by the State and submitted to the Contract

Manager. All subsequent SOC 2 audits that are arranged after this initial audit shall be performed on an annual basis and shall be submitted to the Contract Manager by April 1 for the preceding calendar year.

- 3.11.4 The SOC 2 Report shall report on the description of the Contractor and/or Subcontractors' control measures and the suitability of the design and operating effectiveness of controls over the Information Functions and/or Processes relevant to the following trust principles: Security, Availability, and Confidentiality as defined in the aforementioned Guidance. The SOC 2 Report should also report on the suitability of the design and operating effectiveness of controls of the Information Functions and/or Processes to meet the requirements of the contract, specifically the security requirements identified in Section 3.4.
- 3.11.5 The audit scope of each year's SOC 2 Report may need to be adjusted (including the inclusion or omission of the relevant trust services principles of Security, Availability, Confidentiality, Processing Integrity, and Privacy) to accommodate any changes to the Contractor's and/or Subcontractors' environment since the last SOC 2 Report. Such changes may include but are not limited to the addition of Information Functions and/or Processes through change orders or Work Orders under the Contract; or, due to changes in information technology or operational infrastructure implemented by the Contractor and/or Subcontractors. The Contractor and/or Subcontractors shall ensure that the audit scope of each year's SOC 2 Report engagement shall accommodate these changes by including in SOC 2 Report all appropriate controls related to the current environment supporting the Information Functions and/or Processes, including those controls required by the Contract.
- 3.11.6 The scope of the SOC 2 Report shall include work performed by any Subcontractors that provide essential support to the Contractor and/or the essential support to the Information Functions and/or Processes provided to the DHR or the State under the Contract. The Contractor and/or Subcontractors shall ensure the performance of the SOC 2 Audit includes these Subcontractor(s) in the performance of the SOC 2 Report.
- 3.11.7 All SOC 2 Reports, including those of the Contractor and/or Subcontractor, shall be performed at no additional expense to the Department.
- 3.11.8 The Contractor and/or Subcontractors shall promptly provide a complete copy of the final SOC 2 Report to the Contract Manager upon completion of each annual SOC 2 Report engagement.
- 3.11.9 The Contractor shall provide to the Contract Manager, within 30 calendar days of the issuance of each annual final SOC 2 Report, a documented corrective action plan which addresses each audit finding or exception contained in the SOC 2 Report. The corrective action plan shall identify in detail the remedial action to be taken by the Contractor and/or Subcontractors along with the date(s) when each remedial action is to be implemented.
- 3.11.10 If the Contractor and/or Subcontractors currently have an annual information security assessment performed that includes the operations, systems, and repositories of the products/services being provided to the DHR under the Contract, and if that assessment generally conforms to the content and objective of the Guidance, the DHR will determine in consultation with appropriate State government technology and audit authorities whether the

Contractor and/or Subcontractors' current information security assessments are acceptable in lieu of the SOC 2 Report.

- 3.11.11 If the Contractor and/or Subcontractors fail during the Contract term to obtain an annual SOC 2 Report by the date specified in 3.11.2, DHR shall have the right to retain an independent audit firm to perform an audit engagement of a SOC 2 Report of the Information Functions and/or Processes being provided by the Contractor and/or Subcontractors. The Contractor and/or Subcontractors agree to allow the independent audit firm to access its facility/ies for purposes of conducting this audit engagement(s), and will provide the support and cooperation to the independent audit firm that is required to perform the SOC 2 Report. DHR will invoice the Contractor for the expense of the SOC 2 Report(s), or deduct the cost from future payments to the Contractor.

### **3.12 Service Level Agreements (SLA)**

- 3.12.1 Service Level Agreements will only apply to contracts awarded as SaaS implementations. The State will be responsible for all service related items following the vendor's initial setup and deployment of their COTS application codebase. Once the application has been initially deployed, the State will be responsible for customization, configuration, testing, and infrastructural provisioning for the COTS solution.

#### 3.12.2 Service Level Agreement Liquidated Damages for SaaS implementations

Time is an essential element of the RFP and it is important that the work be vigorously prosecuted until completion. For work that is not completed within the time(s) specified in the performance measurements below, the Contractor shall be liable for liquidated damages in the amount(s) provided for in this Contract, provided, however, that due account shall be taken of any adjustment of specified completion time(s) for completion of work as granted by approved change orders and/or Work Orders.

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

#### 3.12.3 SLA Effective Date (SLA Activation Date) for SaaS implementations

SLAs set forth herein shall be in effect beginning with the SLA Activation Date. Contractor shall be responsible for complying with all performance measurements and shall also ensure compliance by all Subcontractors.

Beginning on the SLA Activation Date, for any performance measurement not met during the monthly reporting period, the SLA credit for that individual measurement shall be applied to the corresponding invoice for the month in which it is submitted.

#### 3.12.4 Service Level Reporting for SaaS implementations

The Contractor shall provide detailed monthly reports evidencing the attained level for each SLA set forth herein. Monthly reports shall be available within the first 10 calendar days of each month.

The Contract Manager or designee will monitor and review Contractor performance standards on a monthly basis, based on Contractor-provided reports for this Contract. The Contractor shall provide a monthly summary report for SLA performance via e-mail to the Contract Manager.

If any of the performance measurements are not met during the monthly reporting period, the Contract Manager or designee will notify the Contractor of the standard that is not in compliance.

3.12.5 Credit for failure to meet SLA for SaaS implementations

Contractor’s failure to meet an SLA will result in a credit to the Monthly Charges payable by the State during the month of the breach. Example: If the Monthly Charges were \$100,000 and one SLA with an applicable 4% credit was missed, the credit to the monthly invoice would be \$4,000, and the State would pay a net amount of \$96,000.

The credits will be cumulative for each missed service requirement. In the result of a catastrophic failure affecting the availability of the AFS, all affected SLAs shall be credited to the State. In no event shall the aggregate of all SLA credits paid to the State in any calendar month exceed 25% of the Monthly Charges.

The State shall have the unilateral right to reallocate percentages among the various SLAs annually on the anniversary of the Contract.

3.12.6 Root Cause Analysis for SaaS implementations

If the same SLA measurement yields an SLA credit more than once within any consecutive six-month period, the Contractor shall conduct a root cause analysis and take all corrective steps to prevent reoccurrence.

3.12.7 Service Level Measurements Table for SaaS implementations

No	Service Requirement	Measurement	Service Level Agreement	SLA Credit
1	Meeting sprint goals	Submitted at the end of each 2-week sprint	100%	0.5%
2	Program Increment objectives	Submitted at the end of every 10-weeks	100%	3%
3	Quality test plans	In the Program Increment session	100%	1%
4	Development approach	In the Program Increment session	100%	1%
5	Continuous design document	Updates per definition of done	100%	1%

6	Defect reports	Daily (automation of tool)	100%	1%
7	Cycle time reports	Every 2 week sprint	100%	1%

3.12.8 Service Level Measurements Table for SaaS implementations (System Performance)

The Contractor shall be responsible to ensure system-operability of the System for the entire duration of the Contract. During the term, the Contractor shall comply with service level related metrics and system measurements as detailed in the table below.

Service Priority	Response Requirement	Users Affected	Performance Definitions & Requirements
<b>High</b> Sev 1	<ul style="list-style-type: none"> <li>24 hours per day, seven days per week</li> </ul>	<ul style="list-style-type: none"> <li>Users or internal System functionalities are impaired. <b>Affects more than 90% of Users</b></li> </ul>	<ul style="list-style-type: none"> <li><b>High is defined as complete</b> or partial degradation of core site modules or functionality that severely impacts User performance.</li> <li>Contractor is required to provide a root-cause-analysis (RCA) within <b>24 hours</b> of outage and track the outage as a severity <b>ONE</b> incident</li> </ul>
<b>Normal</b> Sev 2	<ul style="list-style-type: none"> <li>Mon-Fri, 7AM-7PM</li> </ul>	<ul style="list-style-type: none"> <li><b>Affects more than 50% of users</b>, including public facing users (Customers &amp; Staff)</li> </ul>	<ul style="list-style-type: none"> <li><b>Normal</b> is defined as a partial service degradation of a limited set of application functionality. The remainder of the application remains stable and available to DHR users without significant impact to user performance.</li> <li>Contractor is required to provide an RCA within <b>48 hours</b> of outage and track the outage as a severity <b>TWO</b> incident.</li> </ul>
<b>Low</b> Sev 3	<ul style="list-style-type: none"> <li>Mon-Fri, 8AM-5PM</li> </ul>	<ul style="list-style-type: none"> <li><b>Affects less than 50% of users</b>, including public facing users (Customers &amp; Staff).</li> </ul>	<ul style="list-style-type: none"> <li>Low is defined as a partial service degradation of a lower priority functionality. The remainder of the application remains stable and available to DHR users without significant impact to user performance.</li> <li>Contractor is required to provide an RCA within <b>72 hours</b> of outage and track the outage as a severity</li> </ul>

Service Priority	Response Requirement	Users Affected	Performance Definitions & Requirements
			<b>THREE</b> incident.

3.12.9 The Contractor shall comply with the incident/help desk Service Level measurements as defined in the following table for SaaS implementations:

No.	Service Requirement	Measurement	Service Level Agreement	SLA Credit
1	Incident Response Time – <b>High</b>	Monthly Average Response Time for High Priority Incidents.	<60 minutes	1%
2	Incident Response Time – <b>Normal, Low</b>	Monthly Average Response Time for Normal or Low Priority Incidents	<2 hours	1%
3	Incident Resolution Time - <b>High</b>	Resolution Time for 90% of monthly High priority Incidents	<24 hours	1%
4	Incident Resolution Time - <b>Normal</b>	Resolution Time for 90% of monthly Normal Priority Incidents	90% <48 hours	1%
5	Incident Resolution Time - <b>Low</b>	Resolution Time for 90% of monthly Low Priority Incidents	90% <72 hours	1%
6	System Availability	Average monthly System uptime during the hours of 6:00 a.m. – 6:00 p.m.	99%	1%
7	System Availability	Average monthly System uptime outside of the hours of 6:00 p.m. – 6:00 a.m.	90 %	1%



No.	Service Requirement	Measurement	Service Level Agreement	SLA Credit
8	Scheduled Downtime/ Maintenance	Scheduled maintenance and downtime shall only occur during non-business hours and shall not exceed ten (10) hours per thirty (30) calendar days.	<10 hours each month	1%
9	On-Time Daily data extract	Average monthly successful daily Data extracts	93%	1%
10	Disaster Recovery	Contractor shall provide recovery and continuity of operations within 8 hours of a System/network failover.	<8 hours	2%

3.12.10 SLA Issue Resolution and Escalation Procedures:

- A. The Contractor shall provide the process and procedures that will be utilized by the State if the SLA is not met and the issue(s) require(s) escalation. This document shall include the names, titles, addresses, and telephone numbers of the persons who are to be notified. The Contractor must accurately maintain this information throughout the life of the contract.
- B. If the Contractor must make a change to System feature(s) or function(s) in order to resolve the problem, the Contractor must notify the Project Manager or designee immediately and request written approval within the designated resolution time.
- C. In the event of repeated violations of a single SLA measure, or multiple failures across SLA measures, the State reserves the right to renegotiate SLA measures.

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## 4 PROPOSAL FORMAT

### 4.1 Two-Part Submission

Offerors shall submit Proposals in separate volumes:

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

### 4.2 Volume I – Technical Proposal

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

#### 4.2.1 Format of Technical Proposal

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

4.2.2 The Technical Proposal shall include the following documents and information in the order specified as follows. Each section of the Technical Proposal shall be separated by a TAB as detailed below in Table 1 – Tab Structure Overview and subsequent sub-sections:

**TABLE 1 – TAB STRUCTURE OVERVIEW**

TAB	TITLE	DESCRIPTION	Page Limit	Section #
A	Title Page and Table of Contents	Include a Table of Contents for the entire Technical Proposal. As necessary, include a table of contents for each tab.	No limit	4.2.2.1
A	Claim of Confidentiality	Include as instructed.	No limit	4.2.2.2
B	Transmittal Letter	Include all required information.	2 pages	4.2.2.3
C	Executive Summary	Provide a summary of entire proposal.	5 pages for summary text with no limit for exceptions	4.2.2.4
D	References	Identify the appropriate references provided in Tab D.	5 pages	4.2.2.5

E	Offeror Technical Response to RFP Requirements and Proposed Work Plan	Respond as instructed.	50 pages	4.2.2.6
F	Experience and Qualifications of Proposed Staff	Describe the proposed team and include resumes for Key Personnel. Complete the staffing matrix, skill matrices, and provide all requested information.	2 pages per proposed individual	4.2.2.7
G	Offeror Qualifications and Capabilities	Provide the required background information about the Offeror’s company.	5-8 pages	4.2.2.8
H	References	Provide references for work completed of similar size and scope.	1 page per reference	4.2.2.9
I	List of Current or Prior State Contracts	Provide information related to other Maryland contracts.	2 pages	4.2.2.10
J	Financial Capability	Provide the requested information demonstrating financial capability to execute the project.	No limit	4.2.2.11
K	Certificate of Insurance	Provide the requested insurance coverage information.	No limit	4.2.2.12
L	Subcontractors	Provide the requested information for all Subcontractors that will work on the Contract if the Offeror receives an award. Include the requested information for Subcontractors.	1 page per Subcontractor	4.2.2.13
M	Legal Action Summary	Provide the requested information.	No limit	4.2.2.14
N	Economic Benefit Factors	Describe the benefits that will accrue to the Maryland economy as a direct or indirect result of its	2 pages	4.2.2.15

		performance of this contract.		
O	Additional Required Technical Submissions	Complete and provide the required Attachments.	No limit	4.2.2.16
P	Additional Required Submissions	Provide the information as requested	No limit	4.2.2.17

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

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

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

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

4.2.2.3 Transmittal Letter (Submit under TAB B)

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

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

4.2.2.4 Executive Summary (Submit under TAB C)

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

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

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

The Offeror shall submit any Minimum Qualifications documentation as set forth in Section 2 “Personnel Minimum Qualifications.”

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

- A. The Offeror shall address each Scope of Objectives requirement (Section 3) in its Technical Proposal and describe how its proposed products/services, including the products/services of any proposed subcontractor(s), will meet or exceed the requirement(s). If the State is seeking Offeror agreement to any requirement(s), the Offeror shall state its agreement or disagreement. Any paragraph in the Technical Proposal that responds to a Scope of Work requirement shall include an explanation of how the work will be performed. Any exception to a requirement, term, or condition may result in having the Proposal classified as not reasonably susceptible of being selected for award or the Offeror deemed not responsible. The response shall address each requirement in Section 3 of this RFP in order, and shall contain a cross reference to the RFP requirement.
- B. The Offeror shall give a definitive description of the proposed plan to meet the requirements of the RFP, i.e., a Work Plan. The Work Plan shall include the specific methodology and techniques to be used by the Offeror in providing the required products/services as outlined in RFP Section 3, Scope of Work. The description shall include an outline of the overall management concepts employed by the Offeror and a project management plan, including project control mechanisms and overall timelines. Project deadlines considered contract deliverables must be recognized in the Work Plan.
- C. The Offeror shall identify the location(s) from which it proposes to provide the services, including, if applicable, any current facilities that it operates, and any required construction to satisfy the State’s requirements as outlined in this RFP.
- D. The Offeror shall provide a draft Problem Escalation Procedure (PEP) that includes, at a minimum, titles of individuals to be contacted by the Contract Manager should problems arise under the Contract and explain how problems with work under the

Contract will be escalated in order to resolve any issues in a timely manner. Final procedures must be submitted as indicated in RFP Section 3.7.

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

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

The Offeror shall describe in detail how the proposed staff's experience and qualifications relate to their specific responsibilities, including any staff of proposed subcontractor(s), as detailed in the Work Plan. The Offeror shall include individual resumes for the Key Personnel, including Key Personnel for any proposed subcontractor(s), who are to be assigned to the project if the Offeror is awarded the Contract. Each resume should include the amount of experience the individual has had relative to the Scope of Work set forth in this solicitation. Letters of intended commitment to work on the Contract, including letters from any proposed Subcontractor(s), shall be included in this section. **Offerors should be aware of restrictions on substitution of Key Personnel (see Section 1.23.F Substitution Prior to and Within 30 Days After Contract Execution).**

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

4.2.2.8 Offeror Qualifications and Capabilities (Submit under TAB G)

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

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

4.2.2.9 References (Submit under TAB H)

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



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

DHR reserves the right to request additional references or utilize references not provided by an Offeror or its subcontractor(s). Points of contact must be accessible and knowledgeable regarding performance evaluation.

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

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

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

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

4.2.2.11 Financial Capability (Submit under TAB J)

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

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

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

4.2.2.12 Certificate of Insurance (Submit under TAB K)

The Offeror shall provide a copy of its current certificate of insurance showing the types and limits of insurance in effect as of the Proposal submission date. The current insurance types and limits do not have to be the same as described in Section 3.9. See Section 3.9 for the required insurance certificate submission for the apparent awardee.

4.2.2.13 Subcontractors (Submit under TAB L)

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

4.2.2.14 Legal Action Summary (Submit under TAB M)

This summary shall include:

- A. A statement as to whether there are any outstanding legal actions or potential claims against the Offeror and a brief description of any action;
- B. A brief description of any settled or closed legal actions or claims against the Offeror over the past five (5) years;
- C. A description of any judgments against the Offeror within the past five (5) years, including the court, case name, complaint number, and a brief description of the final ruling or determination; and
- D. In instances where litigation is on-going and the Offeror has been directed not to disclose information by the court, provide the name of the judge and location of the court.

4.2.2.15 Economic Benefit Factors (Submit under TAB N)

- A. The Offeror shall submit with its Proposal narrative describing benefits that will accrue to the Maryland economy as a direct or indirect result of its performance of this contract. Proposals will be evaluated to assess the benefit to Maryland's economy specifically offered. See COMAR 21.05.03.03A(3).
- B. Proposals that identify specific benefits as being contractually enforceable commitments will be rated more favorably than Proposals that do not identify specific benefits as contractual commitments, all other factors being equal.
- C. Offerors shall identify any performance guarantees that will be enforceable by the State if the full level of promised benefit is not achieved during the Contract term.
- D. As applicable, for the full duration of the Contract, including any renewal period, or until the commitment is satisfied, the Contractor shall provide to the Procurement Officer or other designated agency personnel reports of the actual attainment of each benefit listed in response to this section. These benefit attainment reports shall be provided quarterly, unless elsewhere in these specifications a different reporting frequency is stated.

- E. Please note that in responding to this section, the following do not generally constitute economic benefits to be derived from this Contract:
1. generic statements that the State will benefit from the Offeror's superior performance under the Contract;
  2. descriptions of the number of Offeror employees located in Maryland other than those that will be performing work under this Contract; or
  3. tax revenues from Maryland-based employees or locations, other than those that will be performing, or used to perform, work under this Contract.
- F. Discussion of Maryland-based employees or locations may be appropriate if the Offeror makes some projection or guarantee of increased or retained presence based upon being awarded this Contract.
- G. Examples of economic benefits to be derived from a contract may include any of the following. For each factor identified below, identify the specific benefit and contractual commitments and provide a breakdown of expenditures in that category:
1. The Contract dollars to be recycled into Maryland's economy in support of the Contract, through the use of Maryland subcontractors, suppliers and joint venture partners. **Do not include actual fees or rates paid to subcontractors or information from your Financial Proposal;**
  2. The number and types of jobs for Maryland residents resulting from the Contract. Indicate job classifications, number of employees in each classification and the aggregate payroll to which the Offeror has committed, including contractual commitments at both prime and, if applicable, subcontract levels. If no new positions or subcontracts are anticipated as a result of this Contract, so state explicitly;
  3. Tax revenues to be generated for Maryland and its political subdivisions as a result of the Contract. Indicate tax category (sales taxes, payroll taxes, inventory taxes and estimated personal income taxes for new employees). Provide a forecast of the total tax revenues resulting from the Contract;
  4. Subcontract dollars committed to Maryland small businesses and MBEs; and
  5. Other benefits to the Maryland economy which the Offeror promises will result from awarding the Contract to the Offeror, including contractual commitments. Describe the benefit, its value to the Maryland economy, and how it will result from, or because of the Contract award. Offerors may commit to benefits that are not directly attributable to the Contract, but for which the Contract award may serve as a catalyst or impetus.

4.2.2.16 Additional Required Technical Submissions (Submit under TAB O)

The following documents as appropriate shall be completed, signed, and included in the Technical Proposal, under TAB O that follows the material submitted in response to Section 4.2. For paper submissions, Offeror shall submit one (1) hard copies of each with original signatures as appropriate, and electronic copies as instructed in Section 4.4 Proposal Packaging:

- A. Completed Bid/Proposal Affidavit (Attachment B).
- B. Completed MDOT Certified MBE Utilization and Fair Solicitation Affidavit Attachment D-1A).
- C. Completed Maryland Living Wage Requirements Affidavit of Agreement (Attachment G-1).
- D. Completed Federal Funds Attachment (Attachment H).
- E. Completed Conflict of Interest Affidavit and Disclosure (Attachment I).
- F. Completed Veteran-Owned Small Business Enterprise (VSBE) Utilization Affidavit and Subcontractor Participation Schedule. (Attachment N-1)
- G. Completed Location of the Performance of Services Disclosure (Attachment O).
- H. Labor Classification Personnel Resume Summary (Attachment Q)
- I. Functional, Technical, Reporting and Form Requirements (Attachment V)

4.2.2.17 Additional Required Submissions (Submit under Tab P)

- A. Proposed Data Security Plan that describes the Offeror’s information security processes for ensuring the security of DHR’s data. The plan shall also describe DR processes.
- B. The Offeror shall detail if the proposed system was developed using workers outside of the United States or future plans to use workers outside of the United States for development or support.
- C. Copy of any software licensing agreement for any software proposed to be licensed to the State under this Contract (e.g., EULA, Enterprise License Agreements, Professional Service agreement, Master Agreement),
- D. Copy of the AUP for each organization, including subcontractors, proposed to perform services under this Contract.

NOTE: Offerors shall furnish any and all agreements the Offeror expects the State to sign in order to use the Offeror’s or Subcontractor(s) services under this Contract. This includes physical copies of all agreements referenced and incorporated in primary documents.

**4.3 Volume II – Financial Proposal**

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

**4.4 Proposal Packaging**

- 4.4.1 Packing - Volume I – Technical Proposal and Volume II – Financial Proposal shall be sealed separately from one another. It is preferred, but not required, that the name, e-mail address, and telephone number of the Offeror be included on the outside of the packaging for each volume. Each Volume shall contain an unbound original, so identified, and six (6) copies.

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

- A. The RFP title and number,
- B. Name and address of the Offeror, and
- C. Closing date and time for receipt of Proposals

- 4.4.2 Technical Proposal Electric Version - An electronic version of the Technical Proposal in Microsoft Word format (2007 or greater) must be enclosed with the original Technical Proposal. A second electronic version of Volume I in searchable Adobe .pdf format shall be submitted to support Public Information Act (PIA) requests. This copy shall be redacted so that confidential and/or proprietary information has been removed (see Section 1.14 "Public Information Act Notice"). **Provide no pricing information on the media submitted in the Technical Proposal (Volume I). Include pricing information only in the Financial Proposal media (Volume II).**
- 4.4.3 Financial Proposal Electric Versions - An electronic version of the Financial Proposal in Microsoft Excel format (version 2007 or greater) must be enclosed with the original Financial Proposal. A second electronic version of Volume II in searchable Adobe .pdf format shall be submitted to support Public Information Act (PIA) requests. All worksheets contained in the Financial Proposal shall be contained in this .pdf file (i.e., the single .pdf file shall contain all worksheets). This copy shall be redacted so that confidential and/or proprietary information has been removed (see Section 1.14 "Public Information Act Notice")
- 4.4.4 **Media Labeling** - Electronic media (CD, DVD, or flash drive) must be labeled on the outside with the RFP title and number, name of the Offeror, and volume number. Electronic media must be packaged with the original copy of the appropriate Proposal (Technical or Financial).
- 4.4.5 All pages of both proposal volumes shall be consecutively numbered from beginning (Page 1) to end (Page "x").
- 4.4.6 **Page Size and Format** - A page is defined as each face of a sheet of paper containing information. When both sides of a sheet display printed material, it shall be counted as two pages. Unless specified otherwise in the RFP, page size shall be 8.5 x 11 inches, not including foldouts. Pages shall be single-spaced with single line spacing. Except for the reproduced sections of the solicitation document, the text size shall be no less than 12 points. Use at least 1/2" inch margins on the top and bottom and side margins. Pages shall be numbered sequentially by volume. These limitations shall apply to both electronic and hard copy proposals."
- 4.4.7 **Page Limits** - Page limitations for Volume I – Technical Proposal have been identified in Section 4.2. Page limitations shall be treated as maximums. If exceeded, any excess pages will not be read or considered in the evaluation of the Proposal. Each page shall be counted except the following: blank pages, title pages, tables of contents, tabs, and glossaries, and any other items noted in the technical proposal format instructions.

**4.5 Proposal Delivery**

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

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## 5 EVALUATION CRITERIA AND PROCEDURE

### 5.1 Evaluation Committee

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

### 5.2 Technical Proposal Evaluation Criteria

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

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

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

#### 5.2.2 The degree of completeness of functional capabilities the Offeror's solution that is able to meet the State's business requirements/needs with the least number of customizations.

#### 5.2.3 The overall experience, capability and references for the Offeror's team as described in the Offeror's Technical Proposal.

#### 5.2.4 Experience and Qualifications of Proposed Staff (See RFP § 4.2.2.7)

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

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

### 5.3 Financial Proposal Evaluation Criteria

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

### 5.4 Reciprocal Preference

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

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

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

## **5.5 Selection Procedures**

### 5.5.1 General

- A. The Contract will be awarded in accordance with the Competitive Sealed Proposals (CSP) method found at COMAR 21.05.03. The CSP method allows for the conducting of discussions and the revision of Proposals during these discussions. Therefore, the State may conduct discussions with all Offerors that have submitted Proposals that are determined to be reasonably susceptible of being selected for contract award or potentially so. However, the State reserves the right to make an award without holding discussions.
- B. In either case (i.e., with or without discussions), the State may determine an Offeror to be not responsible and/or an Offeror's Proposal to be not reasonably susceptible of being selected for award at any time after the initial closing date for receipt of Proposals and prior to Contract award. If the State finds an Offeror to be not responsible and/or an Offeror's Technical Proposal to be not reasonably susceptible of being selected for award, that Offeror's Financial Proposal will be returned if the Financial Proposal is unopened at the time of the determination.

### 5.5.2 Selection Process Sequence

- A. A determination is made that the MDOT Certified MBE Utilization and Fair Solicitation Affidavit (Attachment D-1A) is included and is properly completed, if there is a MBE goal. In addition, a determination is made that the Veteran-Owned Small Business Enterprise (VSBE) Utilization Affidavit and Subcontractor Participation Schedule (Attachment N-1) is included and is properly completed, if there is a VSBE goal.
- B. Technical Proposals are evaluated for technical merit and ranked. During this review, oral presentations and discussions may be held. The purpose of such discussions will be to assure a full understanding of the State's requirements and the Offeror's ability to perform the services, as well as to facilitate arrival at a Contract that is most advantageous to the State. Offerors will be contacted by the State as soon as any discussions are scheduled.
- C. Offerors must confirm in writing any substantive oral clarifications of, or changes in, their Technical Proposals made in the course of discussions. Any such written clarifications or changes then become part of the Offeror's Technical Proposal. Technical Proposals are given a final review and ranked.
- D. The Financial Proposal of each Qualified Offeror (a responsible Offeror determined to have submitted an acceptable Proposal) will be evaluated and ranked separately from the Technical

evaluation. After a review of the Financial Proposals of Qualified Offerors, the Evaluation Committee or Procurement Officer may again conduct discussions to further evaluate the Offeror's entire Proposal.

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

### 5.5.3 Award Determination

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

## **5.6 Documents Required upon Notice of Recommended Award**

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

- A. Contract (Attachment A),
- B. Contract Affidavit (Attachment C),
- C. MBE Attachments D-2, D-3A, D-3B, within ten (10) Working Days,
- D. MBE Waiver Justification within ten (10) Working Days, usually including Attachment D-1C, if a waiver has been requested,
- E. Non-Disclosure Agreement (Attachment K)
- F. VSBE Attachments N-2 and N-3,
- G. PEP (See Section 3.7), within ten (10) Working Days

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## **RFP ATTACHMENTS**

### **ATTACHMENT A – Contract**

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

### **ATTACHMENT B – Bid/Proposal Affidavit**

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

### **ATTACHMENT C – Contract Affidavit**

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

### **ATTACHMENT D – Minority Business Enterprise Forms**

If required (see Section 1.33), these Attachments include the MBE subcontracting goal statement, instructions, and MBE Attachments D1-A through D-5. Attachment D-1A must be properly completed and submitted with the Offeror's Technical Proposal or the Proposal will be deemed non-responsive and rejected. Within 10 Working Days of receiving notification of recommendation for Contract award, the Offeror must submit Attachments D-2, D-3A, D-3B and, if the Offeror has requested a waiver of the MBE goal, usually Attachment D-1C.

### **ATTACHMENT E – Pre-Proposal Conference Response Form**

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

### **ATTACHMENT F – Financial Proposal Instructions and Price Sheet**

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

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

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

### **ATTACHMENT H – Federal Funds Attachment**

If required (see Section 1.35), these Attachments must be completed and submitted with the Technical Proposal as instructed in the Attachments.

### **ATTACHMENT I – Conflict of Interest Affidavit and Disclosure**

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

**ATTACHMENT J – Non-Disclosure Agreement (Offeror)**

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

**ATTACHMENT K Non-Disclosure Agreement (Contractor)**

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

**ATTACHMENT L – HIPAA Business Associate Agreement**

If required (Section 1.39), this Attachment is to be completed and submitted within five (5) Business Days of receiving notification of recommended award. However, to expedite processing, it is suggested that this document be completed and submitted with the Technical Proposal.

**ATTACHMENT M – Mercury Affidavit**

If required (see Section 1.41), this Attachment must be completed and submitted with the Technical Proposal.

**ATTACHMENT N – Veteran-Owned Small Business Enterprise Forms**

If required (see Section 1.42), these Attachments include the VSBE Attachments M-1 through M-4. Attachment M-1 must be completed and submitted with the Technical Proposal. Attachment M-2 is required to be submitted within ten (10) Business Days of receiving notification of recommended award.

**ATTACHMENT O – Location of the Performance of Services Disclosure**

If required (see Section 1.43), this Attachment must be completed and submitted with the Technical Proposal.

**ATTACHMENT P – Department of Human Resources (DHR) Hiring Agreement**

If required (see Section 1.44), this Attachment is to be completed and submitted within five (5) Business Days of receiving notification of recommended award.

**ATTACHMENT Q – Labor Classification Personnel Resume Summary**

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

**ATTACHMENT R – Agency Receipt of Deliverable Form**

If required, this Attachment is to be completed upon deliverable delivery to the State.

**ATTACHMENT S – Agency Deliverable Product Acceptance Form (DPAF)**

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

**ATTACHMENT T – Sample Work Order**

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

**ATTACHMENT U – Performance Bond**

If required, this attachment is to be submitted after notification of contract award.

**ATTACHMENT V – Functional, Technical, Reporting and Form Requirements**

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

**ATTACHMENT W – Annual Internal Revenue Services (IRS) Contractor Awareness**

If required, this attachment is to be submitted after notification of contract award.

**ATTACHMENT X – Annual State of Maryland Employee Awareness Acknowledgement**

If required, this attachment is to be submitted after notification of contract award.

**ATTACHMENT Y – Criminal Background Check Affidavit**

If required, this attachment is to be submitted after notification of contract award.

**ATTACHMENT Z – Proposal/Bid Bond**

If required, this attachment is to be submitted with the proposal.

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**ATTACHMENT A - CONTRACT**

DEPARTMENT OF HUMAN RESOURCES (DHR)  
Automated Fiscal System (AFS) Modernization Project  
OTHS/OTHS-17-013-S N00R7400021

THIS CONTRACT (the “Contract”) is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between \_\_\_\_\_ and, on behalf of the STATE OF MARYLAND, the DEPARTMENT OF HUMAN RESOURCES (DHR).

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

**1. Definitions**

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

- 1.1. “COMAR” means the Code of Maryland Regulations.
- 1.2. “Contract” means this contract for an Automated Fiscal System (AFS) Modernization Project
- 1.3. “Contract Manager” means the individual identified in Section 1.6 of the Request for Proposals (RFP), or a successor designated by the Department.
- 1.4. “Contractor” means \_\_\_\_\_, whose principal business address is: \_\_\_\_\_.
- 1.5. “Department” means the MARYLAND DEPARTMENT OF HUMAN RESOURCES (DHR)
- 1.6. “eMM” means eMaryland Marketplace.
- 1.7. “Financial Proposal” means the Contractor’s financial proposal dated \_\_\_\_\_.
- 1.8. “Minority Business Enterprise” (MBE) means an entity meeting the definition at COMAR 21.0 1.02.01B(54), which is certified by the Maryland Department of Transportation under COMAR 21.11.03.
- 1.9. “Procurement Officer” means the person identified in Section 1.5 of the RFP or a successor designated by the Department.
- 1.10. “Proposal” means, as appropriate, either or both an Offeror’s Technical or Financial Proposal.
- 1.11. “RFP” means the Request for Proposals for the Automated Fiscal System (AFS) Modernization Project OTHS/OTHS-17-013-S N00R7400021 and any amendments thereto issued in writing by the State.
  - a)
- 1.12. “Third-Party Software” means Software and supporting documentation that:
  - a) Are owned by a third party, not by the State, the Contractor, or a subcontractor, and
  - b) Are included in, or necessary or helpful to the operation, maintenance, support or modification of the System.
  - c) Were specifically identified and listed as Third Party Software in the Proposal.
- 1.13. “State” means the State of Maryland.
- 1.14. “Technical Proposal” means the Contractor’s technical proposal dated \_\_\_\_\_.
- 1.15. “Veteran-owned Small Business Enterprise” (VSBE) means a business that is verified by the Center



for Veterans Enterprise of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13.

1.16. Capitalized terms not defined herein shall be ascribed the meaning given to them in the RFP.

**2. Scope of Contract**

2.1. The Contractor shall provide products and services to deploy a market ready financial management solution that meets all requirements as stipulated in the RFP. The solution will provide improved security, performance and user experience aimed at improving DHR business operations by eliminating inefficient business processes and workarounds, in accordance with the State’s SAFe deployment methodology.

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

Exhibit A – The RFP

Exhibit B – The Contract Affidavit dated \_\_\_\_\_.

Exhibit C – The Technical Proposal

Exhibit D – The Financial Proposal

2.3 Except as otherwise provided, any reference to the Contract shall be deemed to include reference to a Work Order.

**3. Period of Performance**

3.1. The Contract shall start from the date of mutual contract execution by the parties and shall be for three (3) years from Contract start date. In its sole discretion, the Department shall have the right to exercise options to extend the Contract for two one-year renewal periods.

3.2. The Contractor shall provide products and services under this Contract as of the date provided in a written Notice to Proceed.

3.3. Audit, confidentiality, document retention, patents, copyrights & intellectual property (see §5), warranty and indemnification obligations under this Contract and any other obligations specifically identified shall survive expiration or termination of the Contract.

**4. Consideration and Payment**

4.1. In consideration of the satisfactory performance of the Contract, the Department shall promptly process a proper invoice for payment in accordance with the terms of this Contract.

4.2. The total payment for products and services provided under a fixed price contract or the fixed price element of a combined fixed price – time and materials contract shall be the firm fixed price submitted by the Contractor in its Financial Proposal. For time and materials contracts, or contracts which include both fixed price and time and materials elements, total payments to the Contractor for the time and materials element may not exceed \_\_\_\_\_ (the “Not to Exceed (NTE) Amount”).

The Contractor shall notify the Contract Manager, in writing, at least 60 days before time and material obligations are expected to reach the NTE Amount. The Contractor shall have no obligation to perform the time and materials requirements under this Contract after payments reach the NTE Amount. The cessation of the Contractor’s obligation to perform under this paragraph 4.2 is expressly conditioned on

the following: that prior to the NTE Amount being reached, the Contractor shall: (i) give the notice required under this paragraph 4.2; (ii) promptly consult with the Department and cooperate in good faith with the Department to establish a plan of action to assure that every reasonable effort has been undertaken by the Contractor to complete critical work in progress prior to the date the NTE Amount will be reached; and (iii) secure databases, systems, platforms and/or applications on which the Contractor is working so that no damage or vulnerabilities to any of the same will exist due to any such unfinished work.

- 4.3. The Contractor shall submit invoices as required in the RFP. Invoices that contain both fixed price and time and material items must clearly identify the items to be either fixed price or time and material billing. Invoices for Third-Party Software support and maintenance will be paid on an annual basis. Each invoice must include the Contractor's Federal Tax Identification Number: \_\_\_\_\_ . The Contractor's eMM identification number is \_\_\_\_\_ . Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the Department's receipt of a proper invoice from the Contractor. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices shall be submitted to the Contract Manager or as specified on a Work Order . The final payment under this Contract will not be made until after certification is received from the Comptroller of the State that all taxes have been paid.
- 4.4. In addition to any other available remedies, if, in the opinion of the Procurement Officer, the Contractor fails to perform in a satisfactory and timely manner, then Contractor will be notified and provided a time specified by the State to cure the breach. If the breach is not cured within the time specified within the notification, the Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the Contractor to be reduced or withheld until such time as the Contractor meets performance standards as established by the Procurement Officer.
- 4.5. Payment of an invoice by the Department is not evidence that services were rendered as required under this Contract.

**5. Patents, Copyrights, Intellectual Property**

- 5.1. All copyrights, patents, trademarks, trade secrets, and any other intellectual property rights existing prior to the effective date of this agreement shall belong to the party that owned such rights immediately prior to the Effective Date (Pre-Existing Intellectual Property). If the Contractor's SaaS includes 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 pursuant to its rights granted under the Contract.
- 5.2. Except for information created or otherwise owned by the Department or licensed by the Department from third-parties, including all information provided by the Department to Contractor through the SaaS or for use in connection with the SaaS, all right, title, and interest in the intellectual property embodied in the SaaS, including the know-how and methods by which the SaaS is provided and the processes that make up the SaaS, will belong solely and exclusively to Contractor and its licensors, and the Department will have no rights in any of the above except as expressly granted in this Agreement. Any SaaS Software developed by Contractor during the performance of the Contract will belong solely and exclusively to Contractor and its licensors.
- 5.3. Subject to the terms of Section 6, Contractor shall defend, indemnify, and hold harmless the State, including, but not limited to, the Department and its agents, officers, and employees, from and against any and all claims, costs, losses, damages, liabilities, judgments and expenses (including without limitation reasonable attorneys' fees) arising out of or in connection with any third party claim the

Contractor-provided SaaS service infringes, misappropriates or otherwise violates any third-party intellectual property rights. Contractor shall not enter into any settlement involving third party claims that contains any admission of or stipulation to any guilt, fault, liability or wrongdoing by the State or that adversely affects the State's rights or interests, without the State's prior written consent.

- 5.4 Contractor shall be entitled to control the defense or settlement of such claim provided that the State will, upon requesting indemnification hereunder: (a) provide reasonable cooperation to Contractor in connection with the defense or settlement of any such claim, at Contractor's expense; and (b) be entitled to participate in the defense of any such claim at its own expense.
- 5.5 Except if Contractor has pre-existing knowledge of such infringement, Contractor's obligations under this section will not apply to the extent any third-party intellectual property infringes, misappropriates or otherwise violates any third party intellectual rights as a result of modifications made by the State, Department in violation of the license granted to the State, Department pursuant to section 5.2 or which were not approved by Contractor, including (i) the combination, operation or use of the service (including SaaS) or deliverable in connection with a third-party product or service not introduced by the Contractor (the combination of which causes the infringement); or (ii) Contractor's compliance with the written specifications or directions of the State, Department to incorporate Third-Party Software or other materials which causes infringement.
- 5.6. Without limiting Contractor's obligations under Section 5.3, if all or any part of the deliverable or service is held, or Contractor reasonably determines that it could be held, to infringe, misappropriate or otherwise violate any third party intellectual property right, Contractor (after consultation with the State and at no cost to the State): (a) shall procure for the State the right to continue using the item or service in accordance with its rights under this Contract; (b) replace the item or service with an item that does not infringe, misappropriate or otherwise violate any third party intellectual property rights and, complies with the item's specifications, and all rights of use and/or ownership set forth in this Contract; (c) modify the item or service so that it no longer infringes, misappropriates or otherwise violates any third party intellectual property right and complies with the item's or services' specifications and all rights of use and/or ownership set forth in this Contract or (d) refund any pre-paid fees for the allegedly infringing services that have not been performed or provide a reasonable pro-rata refund for the allegedly infringing deliverable or item.
- 5.7. Except for any Pre-Existing Intellectual Property and third-party intellectual property, Contractor shall not acquire any right, title or interest (including any intellectual property rights subsisting therein) in or to any goods, Software, technical information, specifications, drawings, records, documentation, data or any other materials (including any derivative works thereof) provided by the State to the Contractor. Notwithstanding anything to the contrary herein, the State may, in its sole and absolute discretion, grant the Contractor a license to such materials, subject to the terms of a separate writing executed by the Contractor and an authorized representative of the State. Notwithstanding the foregoing, the State agrees to secure all necessary rights, licenses and/or permissions to allow Contractor to access and use any goods, Software, technical information, specifications, drawings, records, documentation, data or any other materials the State provides to the Contractor in Contractor's performance of the services or production of the deliverables.
- 5.9. Without limiting the generality of the foregoing, neither Contractor nor any of its subcontractors shall use any Software or technology in a manner that will cause any patents, copyrights or other intellectual property which are owned or controlled by the State or any of its affiliates (or for which the State or any of its subcontractors has received license rights) to become subject to any encumbrance or terms and conditions of any third-party or open source license (including, without limitation, any open source license listed on <http://www.opensource.org/licenses/alphabetical> ) (each an "Open Source License"). These restrictions, limitations, exclusions and conditions shall apply even if the State or any of its

subcontractors becomes aware of or fails to act in a manner to address any violation or failure to comply therewith. No act by the State or any of its subcontractors that is undertaken under this Contract as to any Software or technology shall be construed as intending to cause any patents, copyrights or other intellectual property that are owned or controlled by the State (or for which the State has received license rights) to become subject to any encumbrance or terms and conditions of any Open Source License.

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

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

**6. Indemnification**

6.1. Contractor shall indemnify, defend, and hold the State, its directors, officers, employees and agents harmless from liability for (a) tangible property damage, bodily injury and death, to the extent caused by or contributed to by the Contractor, and (b) for the fraud or willful misconduct of Contractor, including all related defense costs and expenses (including reasonable attorneys’ fees and costs of investigation, litigation, settlement, judgments, interest and penalties) arising from or relating to the performance of the Contractor or its subcontractors under this Contract.

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

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

6.4. The Contractor shall immediately notify the Procurement Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from or relating to the Contractor's obligations under the Contract, and will cooperate, assist, and consult with the State in the defense or investigation of any claim, suit, or action made or filed by a third party against the State as a result of or relating to the Contractor's performance under this Contract.

6.5. Section 6 shall survive expiration of this Contract.

**7. Limitations of Liability**

7.1. Contractor shall be liable for any loss or damage to the State occasioned by the acts or omissions of Contractor, its subcontractors, agents or employees, including but not limited to personal injury; physical loss; or violations of the Patents, Copyrights, Intellectual Property sections of this Contract, as follows:

7.1.1. For infringement of patents, trademarks, trade secrets and copyrights as provided in Section 5 (“Patents, Copyrights, Intellectual Property”) of this Contract;

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

7.1.3. For all other claims, damages, loss, costs, expenses, suits or actions in any way related to

this Contract where liability is not otherwise set forth as being “without limitation,” and regardless of the basis on which the claim is made, Contractor’s liability shall not exceed two times the total value of the Contract or \$1,000,000, whichever is greater. Third-party claims arising under Section 6 (“Indemnification”) of this Contract are included in this limitation of liability only if the State is immune from liability. Contractor’s liability for third-party claims arising under Section 6 of this Contract shall be unlimited if the State is not immune from liability for claims arising under Section 6.

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

**8. Prompt Pay Requirements**

8.1. If the Contractor withholds payment of an undisputed amount to its subcontractor, the State, at its option and in its sole discretion, may take one or more of the following actions:

- (a) Not process further payments to the Contractor until payment to the subcontractor is verified;
- (b) Suspend all or some of the Contract work without affecting the completion date(s) for the Contract work;
- (c) Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due to the Contractor;
- (d) Place a payment for an undisputed amount in an interest-bearing escrow account; or
- (e) Default Contractor for failing to perform in accordance with the requirement to promptly pay subcontractors.
- (f) Take other or further actions as appropriate to resolve the withheld payment.

8.2. An “undisputed amount” means an amount owed by the Contractor to a subcontractor for which there is no good faith dispute. Such “undisputed amounts” include (a) retainage which had been withheld and is, by the terms of the agreement between the Contractor and subcontractor, due to be distributed to the subcontractor and (b) an amount withheld because of issues arising out of an agreement or occurrence unrelated to the agreement under which the amount is withheld.

8.3. An act, failure to act, or decision of a Procurement Officer or a representative of the Department concerning a withheld payment between the Contractor and subcontractor under this Contract, may not:

- (a) Affect the rights of the contracting parties under any other provision of law;
- (b) Be used as evidence on the merits of a dispute between the Department and the Contractor in any other proceeding; or
- (c) Result in liability against or prejudice the rights of the Department.

8.4 The remedies enumerated above are in addition to those provided under COMAR 21.11.03.13 with respect to subcontractors that have contracted pursuant to the Minority Business Enterprise program.

**9. Risk of Loss; Transfer of Title**

Risk of loss for conforming supplies, equipment and materials specified as deliverables to the State hereunder shall remain with the Contractor until the supplies, equipment, materials and other deliverables are received and accepted by the State. Title of all such deliverables passes to the State upon acceptance by the State.

**10. Confidentiality**



Subject to the Maryland Public Information Act and any other applicable laws, all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Contractor's computer systems and Cloud Infrastructure) 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 rightfully in the possession of such party; (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information; or (e) which such party is required to disclose by law.

**11. Exclusive Use and Ownership**

Except as may otherwise be set forth in this Contract, Contractor shall not use, sell, sub-lease, assign, give, or otherwise transfer to any third party any other information or material provided to Contractor by the Department or developed by Contractor relating to the Contract, except that Contractor may provide said information to any of its officers, employees and subcontractors who Contractor requires to have said information for fulfillment of Contractor's obligations hereunder. Each officer, employee and/or subcontractor to whom any of the Department's confidential information is to be disclosed shall be advised by Contractor of and bound by confidentiality and intellectual property terms substantially equivalent to those of this Contract.

**12. Source Code Escrow**

Source Code Escrow does not apply to this Contract.

**13. Notification of Legal Requests**

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

**14. Termination and Suspension of Service**

14.1. In the event of a termination of the Contract, the Contractor shall implement an orderly return of all State data, as set forth in Section 14.2.

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

14.3. The Contractor shall, unless legally prohibited from doing so, securely dispose of all State data in its

systems or otherwise in its possession or under its control, in all of its forms, such as disk, CD/DVD, backup tape and paper, when requested by the State. Data shall be permanently deleted and shall not be recoverable, according to NIST-approved methods. Certificates of destruction shall be provided to the State.

- 14.4 During any period of service suspension, the Contractor shall not take any action to intentionally erase any State data.
- 14.5 The State shall be entitled to any post-termination assistance generally made available with respect to the services.

**15. Data Center Audit**

A SOC 2 Audit applies to this Contract.

The Contractor and/or Subcontractor(s) shall perform an independent audit of its data centers at least annually at its expense as set forth in the RFP, and provide a redacted version of the audit report upon request. The Contractor and/or Subcontractor(s) may remove its proprietary information from the redacted version.

**16. Change Control and Advance Notice**

The Contractor shall give advance notice to the State of any upgrades (e.g., major upgrades, minor upgrades, system changes) that may impact service availability and performance.

Contractor may modify the functionality or features of the SaaS at any time, provided that the modification does not materially degrade the functionality of the SaaS service.

**17. Redundancy, Data Backup and Disaster Recovery**

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

**18. Effect of Contractor Bankruptcy**

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

**19. Parent Company Guarantee (If Applicable)**

[Corporate name of Parent Company] hereby guarantees absolutely the full, prompt and complete performance by "[Contractor]" of all the terms, conditions and obligations contained in this Contract, as it



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

**R20. General Terms and Conditions**

**R20.1. Pre-Existing Regulations**

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

**R20.2. Maryland Law Prevails**

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

**R20.3. Multi-year Contracts contingent upon Appropriations**

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

**R20.4. Cost and Price Certification**

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

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

R20.4.2. The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because

the Contractor furnished cost or price information which, as of the date agreed upon between the parties, was inaccurate, incomplete, or not current.

**R20.5. Contract Modifications**

The Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the Contract. No other order, statement or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. Pursuant to COMAR 21.10.04, the Contractor must assert in writing its right to an adjustment under this section and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section shall be a dispute under Section R20.8, Disputes. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.

**R20.6. Termination for Default**

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

**R20.7. Termination for Convenience**

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

**R20.8. Disputes**

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

date of final payment under the Contract, the Contractor must submit to the Procurement Officer its written claim containing the information specified in COMAR 21.10.04.02.

**R20.9. Living Wage**

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

**R20.10. Non-Hiring of Employees**

No official or employee of the State of Maryland, as defined under General Provisions Article, §5-101, Annotated Code of Maryland, whose duties as such official or employee include matters relating to or affecting the subject matter of this Contract, shall during the pendency and term of this Contract and while serving as an official or employee of the State become or be an employee of the Contractor or any entity that is a subcontractor on this Contract.

**R20.11. Nondiscrimination in Employment**

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

**R20.12. Commercial Non-Discrimination**

R20.12.1. As a condition of entering into this Contract, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry, national origin, sex, age, marital status, sexual orientation, sexual identity, disability, or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Contract, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

R20.12.2. As a condition of entering into this Contract, upon the request of the Commission on Civil Rights, and only after the filing of a complaint against Contractor under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended from

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

**R20.13. Subcontracting and Assignment**

R20.13.1 The Contractor may not subcontract any portion of the products or services provided under this Contract without obtaining the prior written approval of the Procurement Officer, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the State, each at the State's sole and absolute discretion. Any such subcontract or assignment shall include the terms of this Contract and any other terms and conditions that the State deems necessary to protect its interests. The State shall not be responsible for the fulfillment of the Contractor's obligations to any subcontractors.

R20.13.2. Subcontractor Disclosure  
The Contractor shall identify all of its strategic business partners related to products or services provided under this Contract, including but not limited to all subcontractors or other entities or individuals who may be a party to a joint venture or similar agreement with the Contractor, and who shall be involved in any application development and/or operations.

**R20.14. Minority Business Enterprise Participation**

R20.14.1. Establishment of Goal and Subgoals.

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

R20.14.2. Liquidated Damages for MBE program

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

R20.14.2.2. Therefore, upon a determination by the State that the Contractor failed to make good faith efforts to comply with one or more of the specified MBE Program requirements or Contract provisions, the Contractor agrees to pay liquidated damages to the State at the rates set forth below. The Contractor expressly agrees that the State may withhold payment on any invoices as a set-off against liquidated damages owed. The Contractor further agrees that for each specified violation, the agreed upon liquidated

damages are reasonably proximate to the loss the State is anticipated to incur as a result of such violation.

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

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

R20.14.3. MBE Prompt Pay Requirements

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

- A) Verify that the certified MBEs listed in the MBE participation schedule actually are performing work and receiving compensation as set forth in the MBE participation schedule. This verification may include, as appropriate:
  - (1) Inspecting any relevant records of the Contractor;
  - (2) Inspecting the jobsite; and
  - (3) Interviewing subcontractors and workers.
  - (4) Verification shall include a review of:
    - (a) The Contractor's monthly report listing unpaid invoices over 30 days old from certified MBE subcontractors and the reason for nonpayment; and
    - (b) The monthly report of each certified MBE subcontractor, which lists payments received from the Contractor in the preceding 30 days and invoices for which the subcontractor has not been paid.



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

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

**R20.15. Insurance Requirements**

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

**R20.16. Veteran Owned Small Business Enterprise Participation**

An overall VSBE subcontractor participation goal has been established for this procurement as described in section 1.42 of the RFP.

**R20.17. Security Requirements and Incident Response**

- R20.17.1. The Contractor agrees to abide by all applicable federal, State and local laws concerning information security and comply with current State and Department of Information Technology information security policy, currently found at <http://doit.maryland.gov/Publications/DoITSecurityPolicy.pdf>, and Contractor shall limit access to and possession of Sensitive Data to only employees whose responsibilities reasonably require such access or possession and shall train such employees on the Confidentiality obligations set forth herein. The Contract agrees to comply with IRS sp.

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- R20.17.2. The Contractor agrees to notify the Department when any Contractor system that may access, process, or store State data or State systems is subject to unintended access or attack. Unintended access or attack includes compromise by a computer malware, malicious search engine, credential compromise or access by an individual or automated program due to a failure to secure a system or adhere to established security procedures.
- R20.17.3. The Contractor further agrees to notify the Department within twenty-four (24) hours of the discovery of the unintended access or attack by providing notice via written or electronic correspondence to the Contract Manager, Department chief information officer and Department chief information security officer.
- R20.17.4. The Contractor agrees to notify the Department within two (2) hours if there is a threat to Contractor's product as it pertains to the use, disclosure, and security of the State data.
- R20.17.5. If an unauthorized use or disclosure of any Sensitive Data occurs, the Contractor must provide written notice to the Department within one (1) business day after Contractor's discovery of such use or disclosure and thereafter all information the State (or Department) requests concerning such unauthorized use or disclosure.
- R20.17.6. The Contractor, within one day of discovery, shall report to the Department any improper or non-authorized use or disclosure of Sensitive Data. Contractor's report shall identify:
- (a) the nature of the unauthorized use or disclosure;
  - (b) the Sensitive Data used or disclosed,
  - (c) who made the unauthorized use or received the unauthorized disclosure;
  - (d) what the Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and
  - (e) what corrective action the Contractor has taken or shall take to prevent future similar unauthorized use or disclosure.
  - (f) The Contractor shall provide such other information, including a written report, as reasonably requested by the State.
- R20.17.7. The Contractor shall protect Sensitive Data according to a written security policy no less rigorous than that of the State, and shall supply a copy of such policy to the State for validation. The Contractor agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized release of Sensitive Data or other event requiring notification. In the event of a breach of any of the Contractor's security obligations or other event requiring notification under applicable law, the Contractor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the State (or Department) and its officials and employees from and against any claims, damages, or other harm related to such security obligation breach or other event requiring the notification.
- R20.17.8 The Contractor shall disclose all of its non-proprietary security processes and technical limitations to the State.
- R20.17.9. This Section shall survive expiration or termination of this Contract.

**R20.18. Security Incident or Data Breach Notification**

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



- R20.18.1. Incident Response: The Contractor may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the Contract. Discussing security incidents with the State should be handled on an urgent as-needed basis, as part of Contractor communication and mitigation processes as mutually agreed upon, defined by law or contained in the Contract.
- R20.18.2. Security Incident Reporting Requirements: The Contractor shall report a security incident to the appropriate State-identified contact immediately.
- R20.18.3. Breach Reporting Requirements: If the Contractor has actual knowledge of a confirmed data breach that affects the security of any State content that is subject to applicable data breach notification law, the Contractor shall (1) promptly notify the appropriate State-identified contact within 24 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the data breach in a timely manner.

**R20.19 Data Breach Responsibilities**

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

- R20.19.1. The Contractor, unless stipulated otherwise, shall immediately notify the appropriate State-identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.
- R20.19.2. The Contractor, unless stipulated otherwise, shall promptly notify the appropriate State-identified contact within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it confirms that there is, or reasonably believes that there has been, a data breach. The Contractor shall (1) cooperate with the State to investigate and resolve the data breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the data breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.
- R20.19.3. Unless otherwise stipulated, if a data breach is a direct result of the Contractor’s breach of its Contract obligation to encrypt Sensitive Data or otherwise prevent its release, the Contractor shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by State law; (3) a credit monitoring service required by State or federal law; (4) a website or a toll-free number and call center for affected individuals required by State law – all not to exceed the average per record per person cost calculated for data breaches in the United States (currently \$201 per record/ person) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the data breach; and (5) complete all corrective actions as reasonably determined by Contractor based on root cause; all [(1) through (5)] subject to this Contract’s limitation of liability.

**R21 Data Protection**

**R21.1 Data Ownership**

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

**R21.2 Loss of Data**

In the event of loss of any State data or records where such loss is due to the intentional act, omission, or negligence of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for recreating such lost data in the manner and on the schedule set by the Contract Manager. The Contractor shall ensure that all data is backed up and is recoverable by the Contractor. In accordance with prevailing federal or state law or regulations, the Contractor shall report the loss of non-public data as directed in Section R20.17.

Protection of data and personal privacy (as further described and defined in section R20.17 shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of State information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of State information and comply with the following conditions:

- R21.2.1 The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Sensitive Data and non-public data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own Sensitive Data and non-public data of similar kind.
- R21.2.2 All data collected or created in the performance of this contract shall become and remain property of the State.
- R21.2.3 All Sensitive Data shall be encrypted at rest and in transit with controlled access, including back-up data. Unless otherwise stipulated, the Contractor is responsible for encryption of the Sensitive Data.
- R21.2.4 Unless otherwise stipulated, the Contractor shall encrypt all non-public data at rest and in transit. The State shall identify data it deems as non-public data to the Contractor. The level of protection and encryption for all non-public data shall be identified and made a part of this Contract.
- R21.2.5 At no time shall any data or processes – that either belong to or are intended for the use of the State or its officers, agents or employees – be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the State.
- R21.2.6 The Contractor shall not use any information collected in connection with the service issued under this Contract for any purpose other than fulfilling the service.

**R22 Other Mandatory Items**

**R22.1 Data Location**

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

**R22.2 Import and Export of Data**

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

**R22.3 Encryption of Data at Rest**

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

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

HIPAA clauses do not apply to this Contract.

**R22.5. Suspension of Work**

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

**R22.6. Nonvisual Accessibility Warranty**

R22.6.1. The Contractor warrants that the Information Technology to be provided under the Contract.

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

R22.6.2. The Contractor further warrants that the cost, if any, of modifying the Information Technology for compatibility with Software and hardware used for non-visual access does not increase the cost of the Information Technology by more than five percent. For purposes of this Contract, the phrase "equivalent access" means the ability to receive, use and manipulate information and operate controls necessary to access and use Information Technology by non-visual means. Examples of equivalent access include keyboard controls used for input and synthesized speech, Braille, or other audible or tactile means used for output.

**R22.7. Compliance with Laws/Arrearages**

The Contractor hereby represents and warrants that:

R22.7.1 It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;

R22.7.2. 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;

R22.7.3. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and,

R22.7.4. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

**R22.8 Contingent Fee Prohibition**

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

**R22.9. Delays and Extensions of Time**

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

**R22.10. Financial Disclosure**

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

**R22.11 Political Contribution Disclosure**

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

[http://www.elections.state.md.us/campaign\\_finance/index.html](http://www.elections.state.md.us/campaign_finance/index.html)

**R22.12 Retention of Records**

R22.12.1. The Contractor and Subcontractors shall retain and maintain all records and documents in

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

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

**R23. Right to Audit**

R23.1 The State reserves the right, at its sole discretion and at any time, to perform an audit of the Contractor's and/or Subcontractors' performance under this Contract. In this agreement, an audit is defined as a planned and documented independent activity performed by qualified personnel, including but not limited to State and federal auditors, to determine by investigation, examination, or evaluation of objective evidence from data, statements, records, operations and performance practices (financial or otherwise) the Contractor's compliance with the Contract, including but not limited to the adequacy and compliance with established procedures and internal controls over the services being performed for the State.

R23.2 Upon three (3) business days' notice, Contractor and/or Subcontractors shall provide the State reasonable access during normal business hours to their records to verify conformance to the terms of this Contract. The State shall be permitted to conduct these audits with any or all of its own internal resources or by securing the services of a third party accounting/audit firm, solely at the State's election. The State shall have the right to copy, at its own expense, any record related to the services performed pursuant to this Contract.

R23.3 Contractor and/or Subcontractors shall cooperate with the State or the designated auditor and shall provide the necessary assistance for the State or the designated auditor to conduct the audit.

R23.4 The right to audit shall include subcontractors in which goods or services are subcontracted by Contractor and/or Subcontractors and that provide essential support to the services provided to the State under this Contract. Contractor and/or Subcontractors shall ensure the State has the right to audit with any lower tier subcontractor.

**24. Administrative Information**

**24.1. Procurement Officer and Contract Manager**

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

**24.2. Notices**

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

If to the State:

<<Name of Contract Manager>>

<<address>>

Phone Number: \_\_\_\_\_

E-Mail: \_\_\_\_\_

With a copy to:

<<Name of Procurement Officer>>

<<DEPARTMENT OR AGENCY NAME>> (<<DEPARTMENT OR AGENCY ACRONYM>>

<<address>>

Phone Number: \_\_\_\_\_

E-Mail: \_\_\_\_\_

If to the Contractor:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Attn: \_\_\_\_\_

Parent Company Guarantor Contact (if applicable):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Attn: \_\_\_\_\_

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

CONTRACTOR

STATE OF MARYLAND

<<DEPARTMENT OR AGENCY NAME>>

(<<DEPARTMENT OR AGENCY ACRONYM>>)

\_\_\_\_\_  
By:

\_\_\_\_\_  
By: <<name and title of Department Head>>

\_\_\_\_\_  
Date

Or designee:

\_\_\_\_\_

\_\_\_\_\_

Date

Approved for form and legal sufficiency  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

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

\_\_\_\_\_  
(BPW Item #)



**ATTACHMENT B - BID/PROPOSAL AFFIDAVIT**

**A. AUTHORITY**

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

**B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION**

The undersigned Bidder/Offeror hereby certifies and agrees that the following information is correct: In preparing its Bid/Proposal on this project, the Bidder/Offeror has considered all quotes submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in § 19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. "Discrimination" means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendor's, supplier's, or commercial customer's employees or owners. "Discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination". Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the Bid/Proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the Bid/Proposal. As part of its Bid/Proposal, the Bidder/Offeror herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the Bidder/Offeror discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder/Offeror agrees to comply in all respects with the State's Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

**B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES.**

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

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

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

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

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

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

**C. AFFIRMATION REGARDING BRIBERY CONVICTIONS**

I FURTHER AFFIRM THAT:

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

or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

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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/Proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, § 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of § 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)—(5) above;
- (7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of Bids/Proposals for a public or private contract;
- (8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or

(9) Been convicted of a violation of one or more of the following provisions of the Internal Revenue Code:

- (a) §7201, Attempt to Evade or Defeat Tax;
- (b) §7203, Willful Failure to File Return, Supply Information, or Pay Tax,
- (c) §7205, Fraudulent Withholding Exemption Certificate or Failure to Supply Information;
- (d) §7206, Fraud and False Statements, or
- (e) §7207 Fraudulent Returns, Statements, or Other Documents;

(10) Been convicted of a violation of 18 U.S.C. §286 Conspiracy to Defraud the Government with Respect to Claims, 18 U.S.C. §287, False, Fictitious, or Fraudulent Claims, or 18 U.S.C. §371, Conspiracy to Defraud the United States;

(11) Been convicted of a violation of the Tax-General Article, Title 13, Subtitle 7 or Subtitle 10, Annotated Code of Maryland;

(12) Been found to have willfully or knowingly violated State Prevailing Wage Laws as provided in the State Finance and Procurement Article, Title 17, Subtitle 2, Annotated Code of Maryland, if:

- (a) A court:
  - (i) Made the finding; and
  - (ii) Decision became final; or
- (b) The finding was:
  - (i) Made in a contested case under the Maryland Administrative Procedure act; and
  - (ii) Not overturned on judicial review;

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

- (a) A court:
  - (i) Made the finding; and
  - (ii) Decision became final; or
- (b) The finding was:
  - (i) Made in a contested case under the Maryland Administrative Procedure act; and
  - (ii) Not overturned on judicial review;

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

- (a) A court:
  - (i) Made the finding; and
  - (ii) Decision became final; or
- (b) The finding was:

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

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

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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. SUBCONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

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

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the Bid/Proposal price of the Bidder/Offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying Bid/Proposal is submitted.

I. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT:

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

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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



K. CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

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

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

L. CONFLICT MINERALS ORIGINATED IN THE DEMOCRATIC REPUBLIC OF CONGO (FOR SUPPLIES AND SERVICES CONTRACTS)

I FURTHER AFFIRM THAT:

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

M. I FURTHER AFFIRM THAT:

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

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

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

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

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By: \_\_\_\_\_ (print name of Authorized Representative and Affiant)  
\_\_\_\_\_ (signature of Authorized Representative and Affiant)

**ATTACHMENT C - CONTRACT AFFIDAVIT**

**A. AUTHORITY**

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

**B. CERTIFICATION OF REGISTRATION OR QUALIFICATION WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION**

I FURTHER AFFIRM THAT:

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

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

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

Name and Department ID  
Number: \_\_\_\_\_ Address: \_\_\_\_\_

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

Name and Department ID  
Number: \_\_\_\_\_ Address: \_\_\_\_\_

**C. FINANCIAL DISCLOSURE AFFIRMATION**

I FURTHER AFFIRM THAT:

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

\$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

**D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION**

I FURTHER AFFIRM THAT:

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

**E. DRUG AND ALCOHOL FREE WORKPLACE**

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

I CERTIFY THAT:

- (1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.
- (2) By submission of its Bid/Proposal, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
  - (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
  - (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
  - (c) Prohibit its employees from working under the influence of drugs or alcohol;
  - (d) Not hire or assign to work on the contract anyone who the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;

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

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

The dangers of drug and alcohol abuse in the workplace;

The business's policy of maintaining a drug and alcohol free workplace;

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

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

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

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

Abide by the terms of the statement; and

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

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

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

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

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

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

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

(4) I acknowledge and agree that:

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

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

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

F. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

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

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

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

By: \_\_\_\_\_ (printed name of Authorized Representative and Affiant)

\_\_\_\_\_ (signature of Authorized Representative and Affiant)



**ATTACHMENT D - MINORITY BUSINESS ENTERPRISE FORMS**

**MBE ATTACHMENT D-1A: MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT  
& MBE PARTICIPATION SCHEDULE**

**INSTRUCTIONS**

**PLEASE READ BEFORE COMPLETING THIS DOCUMENT**

**This form includes Instructions and the MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule which must be submitted with the bid/proposal. If the Bidder/Offeror fails to accurately complete and submit this Affidavit and Schedule with the bid or proposal as required, the Procurement Officer shall deem the bid non-responsive or shall determine that the proposal is not reasonably susceptible of being selected for award.**

1. Contractor shall structure its procedures for the performance of the work required in this Contract to attempt to achieve the minority business enterprise (MBE) subcontractor participation goal stated in the Invitation for Bids or Request for Proposals. Contractor agrees to exercise good faith efforts to carry out the requirements set forth in these Instructions, as authorized by the Code of Maryland Regulations (COMAR) 21.11.03.
2. MBE Goals and Subgoals: Please review the solicitation for information regarding the Contract's MBE overall participation goals and subgoals. After satisfying the requirements for any established subgoals, the Contractor is encouraged to use a diverse group of subcontractors and suppliers from any/all of the various MBE classifications to meet the remainder of the overall MBE participation goal.
3. MBE means a minority business enterprise that is certified by the Maryland Department of Transportation ("MDOT"). Only entities certified by MDOT may be counted for purposes of achieving the MBE participation goals. In order to be counted for purposes of achieving the MBE participation goals, the MBE firm, including a MBE prime, must be MDOT-certified for the services, materials or supplies that it is committed to perform on the MBE Participation Schedule.
4. Please refer to the MDOT MBE Directory at [www.mdot.state.md.us](http://www.mdot.state.md.us) to determine if a firm is certified with the appropriate North American Industry Classification System ("NAICS") Code **and** the product/services description (specific product that a firm is certified to provide or specific areas of work that a firm is certified to perform). For more general information about NAICS, please visit [www.naics.com](http://www.naics.com). Only those specific products and/or services for which a firm is certified in the MDOT Directory can be used for purposes of achieving the MBE participation goals. **WARNING:** If the firm's NAICS Code is in graduated status, such products/services **may not be counted** for purposes of achieving the MBE participation goals. A NAICS Code is in the graduated status if the term "Graduated" follows the Code in the MDOT MBE Directory.
5. **NOTE: New Guidelines Regarding MBE Prime Self-Performance.** Please note that when a certified MBE firm participates as a prime contractor on a contract, a procurement agency may count the distinct, clearly defined portion of the work of the contract that the certified MBE firm performs with its own forces toward fulfilling up to fifty-percent (50%) of the MBE participation goal (overall) and up to one hundred percent (100%) of not more than one of the MBE participation subgoals, if any, established for the contract. In order to receive credit for self-performance, an MBE prime must list its

firm in Section 4A of the MBE Participation Schedule, including the certification category under which the MBE prime is self-performing and include information regarding the work it will self-perform. For the remaining portion of the overall goal and the subgoals, the MBE prime must also identify other certified MBE subcontractors (see Section 4B of the MBE Participation Schedule) used to meet those goals or request a waiver. For example, for a construction contract that has a 27% MBE overall participation goal and subgoals of 7% for African American firms and 4% for Asian American firms, subject to Section 4 above and this Section 5, a certified African American MBE prime can self-perform (a) up to 13.5 % of the overall goal and (b) up to 7% of the African American subgoal. The remainder of the overall goal and subgoals would have to be met with other certified MBE firms or a waiver request.

For a services contract with a 30% percent MBE participation goal (overall) and subgoals of 7% for African-American firms, 4% for Asian American firms and 12% for women-owned firms, subject to Sections 4 above and this Section 5, a dually-certified Asian American/Woman MBE prime can self-perform (a) up to 15% of the overall goal and (b) up to four percent (4%) of the Asian American subgoal OR up to twelve percent (12%) of the women subgoal. Because it is dually-certified, the company can be designated as only ONE of the MBE classifications (Asian American or women) but can self-perform up to one hundred percent (100%) of the stated subgoal for the single classification it selects.

6. Subject to the restrictions stated in Section 5 above, when a certified MBE that performs as a participant in a joint venture, a procurement agency may count a portion of the total dollar value of the contract equal to the distinct, clearly-defined portion of the work of the contract that the certified MBE performs with its own forces toward fulfilling the contract goal, and not more than one of the contract subgoals, if any. For example, if a MBE firm is a joint venture partner and the State determines that it is performing with its own forces 35 percent of the work in the contract, it can use this portion of the work towards fulfilling up to fifty percent (50%) of the overall goal and up to one hundred percent (100%) of one of the stated subgoals, if applicable.

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

8. If you have any questions as to whether a firm is certified to perform the specific services or provide specific products, please contact MDOT's Office of Minority Business Enterprise at 1-800-544-6056 or via e-mail to [mbe@mdot.state.md.us](mailto:mbe@mdot.state.md.us) sufficiently prior to the submission due date.

9. Worksheet: The percentage of MBE participation, calculated using the percentage amounts for all of the MBE firms listed on the Participation Schedule MUST at least equal the MBE participation goal and subgoals (if applicable) set forth in the solicitation. If a Bidder/Offeror is unable to achieve the MBE participation goal and/or any subgoals (if applicable), the Bidder/Offeror must request a waiver in Item 1 of the MBE Utilization and Fair Solicitation Affidavit (Attachment D-1A) or the bid will be deemed not responsive, or the proposal determined to be not susceptible of being selected for award. You may wish to use the Subgoal summary below to assist in calculating the percentages and confirm that you have met the applicable MBE participation goal and subgoals, if any.

**Subgoals (if applicable)**

Total African American MBE Participation: \_\_\_\_\_%

Total Asian American MBE Participation: \_\_\_\_\_%

Total Hispanic American MBE Participation: \_\_\_\_\_%

Total Women-Owned MBE Participation: \_\_\_\_\_%

**Overall Goal**

Total MBE Participation (include all categories): \_\_\_\_\_%

**MBE ATTACHMENT D-1A: MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT  
& MBE PARTICIPATION SCHEDULE**

**This MBE Utilization and Fair Solicitation Affidavit and MBE Participation Schedule must be included with the bid/proposal for any solicitation with an MBE goal greater than 0%. If the Bidder/Offeror fails to accurately complete and submit this Affidavit and Schedule with the bid or proposal as required, the Procurement Officer shall deem the bid non-responsive or shall determine that the proposal is not reasonably susceptible of being selected for award.**

In connection with the bid/proposal submitted in response to Solicitation No. OTHS/OTHS-17-013-S (N00R7400021).

**1. MBE Participation (PLEASE CHECK ONLY ONE)**

I acknowledge and intend to meet the overall certified Minority Business Enterprise (MBE) participation goal of \_\_\_ percent and, if specified in the solicitation, the following subgoals (complete for only those subgoals that apply):

7 percent for African American-owned MBE firms

8 percent for Women-owned MBE firms

Therefore, I am not seeking a waiver pursuant to COMAR 21.11.03.11.

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

**OR**

\_\_\_ I conclude that I am unable to achieve the MBE participation goal and/or subgoals. I hereby request a waiver, in whole or in part, of the overall goal and/or subgoals. Within 10 Working days of receiving notice that our firm is the apparent awardee or as requested by the Procurement Officer, I will submit the completed Good Faith Efforts Documentation to Support Waiver Request (Attachment D-1C) and all required waiver documentation in accordance with COMAR 21.11.03.

**2. Additional MBE Documentation**

I understand that if I am notified that I am the apparent awardee or as requested by the Procurement Officer, I must submit the following documentation within 10 business days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier:

(a) Outreach Efforts Compliance Statement (Attachment D-2);

(b) MBE Subcontractor Project Participation Statement (Attachment D-3);

(c) Any other documentation, including waiver documentation if applicable, required by the Procurement Officer to ascertain Bidder or Offeror responsibility in connection with the certified MBE participation goal and subgoals, if any.

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

**3. Information Provided to MBE firms**

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

**4. MBE Participation Schedule**

Set forth below are the (i) certified MBEs I intend to use, (ii) the percentage of the total Contract amount allocated to each MBE for this project and, (iii) the items of work each MBE will provide under the Contract. I have confirmed with the MDOT database that the MBE firms identified below are performing work activities for which they are MDOT certified.

Prime Contractor: (Firm Name, Address, Phone)	Project Description:
Project Number:	

**LIST INFORMATION FOR EACH CERTIFIED MBE FIRM YOU AGREE TO USE TO ACHIEVE THE MBE PARTICIPATION GOAL AND SUBGOALS, IF ANY.**

**MBE PRIMES: PLEASE COMPLETE BOTH SECTIONS A AND B BELOW.**

**SECTION A: For MBE Prime Contractors ONLY (including MBE Primes in a Joint Venture )**

MBE Prime Firm Name: _____  MBE Certification Number: _____  (If dually certified, check only one box.)  <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification	Percentage of total Contract Value to be performed with own forces and counted towards the MBE overall participation goal (up to 50% of the overall goal): _____%  Percentage of total Contract Value to be performed with own forces and counted towards the subgoal, if any, for my MBE classification (up to 100% of not more than one subgoal): _____%  Description of the Work to be performed with MBE prime's own forces: _____ _____
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**SECTION B: For all Contractors (including MBE Primes in a Joint Venture)**

MBE Prime Firm Name: _____  MBE Certification Number: _____  (If dually certified, check only one box.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification	Percentage of Total Contract to be performed by this MBE: _____%  Description of the Work to be Performed: _____ _____ _____
MBE Prime Firm Name: _____  MBE Certification Number: _____  (If dually certified, check only one box.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification	Percentage of Total Contract to be performed by this MBE: _____%  Description of the Work to be Performed: _____ _____ _____
MBE Prime Firm Name: _____  MBE Certification Number: _____  (If dually certified, check only one box.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification	Percentage of Total Contract to be performed by this MBE: _____%  Description of the Work to be Performed: _____ _____ _____
MBE Prime Firm Name: _____  MBE Certification Number: _____  (If dually certified, check only one box.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification	Percentage of Total Contract to be performed by this MBE: _____%  Description of the Work to be Performed: _____ _____ _____

**CONTINUE ON SEPARATE PAGE IF NEEDED**

I solemnly affirm under the penalties of perjury that I have reviewed the instructions for the MBE Utilization & Fair Solicitation Affidavit and MBE Schedule and that the information included in the Schedule is true to the best of my knowledge, information and belief.

\_\_\_\_\_  
 Bidder/Offeror Name  
 (PLEASE PRINT OR TYPE)

\_\_\_\_\_  
 Signature of Authorized Representative

\_\_\_\_\_  
 Address

\_\_\_\_\_  
 Printed Name and Title

\_\_\_\_\_  
 City, State and Zip Code

\_\_\_\_\_  
 Date

**SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL**

**MBE ATTACHMENT D-1B WAIVER GUIDANCE**

**GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET MBE PARTICIPATION GOALS**

In order to show that it has made good faith efforts to meet the Minority Business Enterprise (MBE) participation goal (including any MBE subgoals) on a contract, the Bidder/Offeror must either (1) meet the MBE Goal(s) and document its commitments for participation of MBE Firms, or (2) when it does not meet the MBE Goal(s), document its Good Faith Efforts to meet the goal(s).

**I. Definitions**

**MBE Goal(s)** – “MBE Goal(s)” refers to the MBE participation goal and MBE participation subgoal(s).

**Good Faith Efforts** – The “Good Faith Efforts” requirement means that when requesting a waiver, the Bidder/Offeror must demonstrate that it took all necessary and reasonable steps to achieve the MBE Goal(s), which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient MBE participation, even if those steps were not fully successful. Whether a Bidder/Offeror that requests a waiver made adequate good faith efforts will be determined by considering the quality, quantity, and intensity of the different kinds of efforts that the Bidder/Offeror has made. The efforts employed by the Bidder/Offeror should be those that one could reasonably expect a Bidder/Offeror to take if the Bidder/Offeror were actively and aggressively trying to obtain MBE participation sufficient to meet the MBE contract goal and subgoals. Mere *pro forma* efforts are not good faith efforts to meet the MBE contract requirements. The determination concerning the sufficiency of the Bidder's/Offeror's good faith efforts is a judgment call; meeting quantitative formulas is not required.

**Identified Firms** – “Identified Firms” means a list of the MBEs identified by the procuring agency during the goal setting process and listed in the procurement as available to perform the Identified Items of Work. It also may include additional MBEs identified by the Bidder/Offeror as available to perform the Identified Items of Work, such as MBEs certified or granted an expansion of services after the procurement was issued. If the procurement does not include a list of Identified Firms, this term refers to all of the MBE Firms (if State-funded) the Bidder/Offeror identified as available to perform the Identified Items of Work and should include all appropriately certified firms that are reasonably identifiable.

**Identified Items of Work** – “Identified Items of Work” means the bid items identified by the procuring agency during the goal setting process and listed in the procurement as possible items of work for performance by MBE Firms. It also may include additional portions of items of work the Bidder/Offeror identified for performance by MBE Firms to increase the likelihood that the MBE Goal(s) will be achieved. If the procurement does not include a list of Identified Items of Work, this term refers to all of the items of work the Bidder/Offeror identified as possible items of work for performance by MBE Firms and should include all reasonably identifiable work opportunities.

**MBE Firms** – “MBE Firms” refers to a firm certified by the Maryland Department of Transportation (“MDOT”) under COMAR 21.11.03. Only MDOT-certified MBE Firms can participate in the State's MBE Program.



## **II. Types of Actions Agency will Consider**

The Bidder/Offeror is responsible for making relevant portions of the work available to MBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available MBE subcontractors and suppliers, so as to facilitate MBE participation. The following is a list of types of actions the procuring agency will consider as part of the Bidder's/Offeror's Good Faith Efforts when the Bidder/Offeror fails to meet the MBE Goal(s). This list is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

### **A. Identify Bid Items as Work for MBE Firms**

#### 1. Identified Items of Work in Procurements

(a) Certain procurements will include a list of bid items identified during the goal setting process as possible work for performance by MBE Firms. If the procurement provides a list of Identified Items of Work, the Bidder/Offeror shall make all reasonable efforts to solicit quotes from MBE Firms to perform that work.

(b) Bidders/Offerors may, and are encouraged to, select additional items of work to be performed by MBE Firms to increase the likelihood that the MBE Goal(s) will be achieved.

#### 2. Identified Items of Work by Bidders/Offerors

(a) When the procurement does not include a list of Identified Items of Work or for additional Identified Items of Work, Bidders/Offerors should reasonably identify sufficient items of work to be performed by MBE Firms.

(b) Where appropriate, Bidders/Offerors should break out contract work items into economically feasible units to facilitate MBE participation, rather than perform these work items with their own forces. The ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the Bidder/Offeror of the responsibility to make Good Faith Efforts.

### **B. Identify MBE Firms to Solicit**

#### 1. MBE Firms Identified in Procurements

(a) Certain procurements will include a list of the MBE Firms identified during the goal setting process as available to perform the items of work. If the procurement provides a list of Identified MBE Firms, the Bidder/Offeror shall make all reasonable efforts to solicit those MBE firms.

(b) Bidders/Offerors may, and are encouraged to, search the MBE Directory to identify additional MBEs who may be available to perform the items of work, such as MBEs certified or granted an expansion of services after the solicitation was issued.

#### 2. MBE Firms Identified by Bidders/Offerors

(a) When the procurement does not include a list of Identified MBE Firms, Bidders/Offerors should reasonably identify the MBE Firms that are available to perform the Identified Items of Work.

(b) Any MBE Firms identified as available by the Bidder/Offeror should be certified to perform the Identified Items of Work.

**C. Solicit MBEs**

1. Solicit all Identified Firms for all Identified Items of Work by providing written notice. The Bidder/Offeror should:

(a) provide the written solicitation at least 10 days prior to bid opening to allow sufficient time for the MBE Firms to respond;

(b) send the written solicitation by first-class mail, facsimile, or e-mail using contact information in the MBE Directory, unless the Bidder/Offeror has a valid basis for using different contact information; and

(c) provide adequate information about the plans, specifications, anticipated time schedule for portions of the work to be performed by the MBE, and other requirements of the contract to assist MBE Firms in responding. (This information may be provided by including hard copies in the written solicitation or by electronic means as described in C.3 below.)

2. “All” Identified Firms includes the MBEs listed in the procurement and any MBE Firms you identify as potentially available to perform the Identified Items of Work, but it does not include MBE Firms who are no longer certified to perform the work as of the date the Bidder/Offeror provides written solicitations.

3. “Electronic Means” includes, for example, information provided via a website or file transfer protocol (FTP) site containing the plans, specifications, and other requirements of the contract. If an interested MBE cannot access the information provided by electronic means, the Bidder/Offeror must make the information available in a manner that is accessible to the interested MBE.

4. Follow up on initial written solicitations by contacting MBEs to determine if they are interested. The follow up contact may be made:

(a) by telephone using the contact information in the MBE Directory, unless the Bidder/Offeror has a valid basis for using different contact information; or

(b) in writing *via* a method that differs from the method used for the initial written solicitation.

5. In addition to the written solicitation set forth in C.1 and the follow up required in C.4, use all other reasonable and available means to solicit the interest of MBE Firms certified to perform the work of the contract. Examples of other means include:

(a) attending any pre-bid meetings at which MBE Firms could be informed of contracting and subcontracting opportunities; and

(b) if recommended by the procurement, advertising with or effectively using the services of at least two minority focused entities or media, including trade associations, minority/women community organizations, minority/women contractors' groups, and local, state, and federal minority/women business assistance offices listed on the MDOT Office of Minority Business Enterprise website.

**D. Negotiate With Interested MBE Firms**

Bidders/Offerors must negotiate in good faith with interested MBE Firms.

1. Evidence of negotiation includes, without limitation, the following:
  - (a) the names, addresses, and telephone numbers of MBE Firms that were considered;
  - (b) a description of the information provided regarding the plans and specifications for the work selected for subcontracting and the means used to provide that information; and
  - (c) evidence as to why additional agreements could not be reached for MBE Firms to perform the work.
2. A Bidder/Offeror using good business judgment would consider a number of factors in negotiating with subcontractors, including MBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration.
3. The fact that there may be some additional costs involved in finding and using MBE Firms is not in itself sufficient reason for a Bidder's/Offeror's failure to meet the contract MBE goal(s), as long as such costs are reasonable. Factors to take into consideration when determining whether a MBE Firm's quote is excessive or unreasonable include, without limitation, the following:
  - (a) the dollar difference between the MBE subcontractor's quote and the average of the other subcontractors' quotes received by the Bidder/Offeror;
  - (b) the percentage difference between the MBE subcontractor's quote and the average of the other subcontractors' quotes received by the Bidder/Offeror;
  - (c) the percentage that the MBE subcontractor's quote represents of the overall contract amount;
  - (d) the number of MBE firms that the Bidder/Offeror solicited for that portion of the work;
  - (e) whether the work described in the MBE and Non-MBE subcontractor quotes (or portions thereof) submitted for review is the same or comparable; and
  - (f) the number of quotes received by the Bidder/Offeror for that portion of the work.
4. The above factors are not intended to be mandatory, exclusive, or exhaustive, and other evidence of an excessive or unreasonable price may be relevant.
5. The Bidder/Offeror may not use its price for self-performing work as a basis for rejecting a MBE Firm's quote as excessive or unreasonable.
6. The "average of the other subcontractors' quotes received" by the Bidder/Offeror refers to the average of the quotes received from all subcontractors. Bidder/Offeror should attempt to receive quotes from at least three subcontractors, including one quote from a MBE and one quote from a Non-MBE.
7. A Bidder/Offeror shall not reject a MBE Firm as unqualified without sound reasons based on a thorough investigation of the firm's capabilities. For each certified MBE that is rejected as unqualified or that placed a subcontract quotation or offer that the Bidder/Offeror concludes is not acceptable, the Bidder/Offeror must provide a written detailed statement listing the reasons for this conclusion. The Bidder/Offeror also must document the steps taken to verify the capabilities of the MBE and Non-MBE Firms quoting similar work.

(a) The factors to take into consideration when assessing the capabilities of a MBE Firm, include, but are not limited to the following: financial capability, physical capacity to perform, available personnel and equipment, existing workload, experience performing the type of work, conduct and performance in previous contracts, and ability to meet reasonable contract requirements.

(b) The MBE Firm's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the efforts to meet the project goal.

**E. Assisting Interested MBE Firms**

When appropriate under the circumstances, the decision-maker will consider whether the Bidder/Offeror:

1. made reasonable efforts to assist interested MBE Firms in obtaining the bonding, lines of credit, or insurance required by the procuring agency or the Bidder/Offeror; and
2. made reasonable efforts to assist interested MBE Firms in obtaining necessary equipment, supplies, materials, or related assistance or services.

**III. Other Considerations**

In making a determination of Good Faith Efforts the decision-maker may consider engineering estimates, catalogue prices, general market availability and availability of certified MBE Firms in the area in which the work is to be performed, other bids or offers and subcontract bids or offers substantiating significant variances between certified MBE and Non-MBE costs of participation, and their impact on the overall cost of the contract to the State and any other relevant factors.

The decision-maker may take into account whether a Bidder/Offeror decided to self-perform subcontract work with its own forces, especially where the self-performed work is Identified Items of Work in the procurement. The decision-maker also may take into account the performance of other Bidders/Offerors in meeting the contract. For example, when the apparent successful Bidder/Offeror fails to meet the contract goal, but others meet it, this reasonably raises the question of whether, with additional reasonable efforts, the apparent successful Bidder/Offeror could have met the goal. If the apparent successful Bidder/Offeror fails to meet the goal, but meets or exceeds the average MBE participation obtained by other Bidders/Offerors, this, when viewed in conjunction with other factors, could be evidence of the apparent successful Bidder/Offeror having made Good Faith Efforts.

**IV. Documenting Good Faith Efforts**

At a minimum, a Bidder/Offeror seeking a waiver of the MBE Goal(s) or a portion thereof must provide written documentation of its Good Faith Efforts, in accordance with COMAR 21.11.03.11, within 10 business days after receiving notice that it is the apparent awardee. The written documentation shall include the following:

**A. Items of Work (Complete Good Faith Efforts Documentation Attachment D-1C, Part 1)**

A detailed statement of the efforts made to select portions of the work proposed to be performed by certified MBE Firms in order to increase the likelihood of achieving the stated MBE Goal(s).

**B. Outreach/Solicitation/Negotiation**

1. The record of the Bidder's/Offeree's compliance with the outreach efforts prescribed by COMAR 21.11.03.09C(2)(a). (**Complete Outreach Efforts Compliance Statement – Attachment D-2**).
2. A detailed statement of the efforts made to contact and negotiate with MBE Firms including:
  - (a) the names, addresses, and telephone numbers of the MBE Firms who were contacted, with the dates and manner of contacts (letter, fax, e-mail, telephone, etc.) (**Complete Good Faith Efforts Attachment D-1C- Part 2, and submit letters, fax cover sheets, e-mails, etc. documenting solicitations**); and
  - (b) a description of the information provided to MBE Firms regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed and the means used to provide that information.
- C. Rejected MBE Firms (Complete Good Faith Efforts Attachment D-1C, Part 3)
  1. For each MBE Firm that the Bidder/Offeree concludes is not acceptable or qualified, a detailed statement of the reasons for the Bidder's/Offeree's conclusion, including the steps taken to verify the capabilities of the MBE and Non-MBE Firms quoting similar work.
  2. For each certified MBE Firm that the Bidder/Offeree concludes has provided an excessive or unreasonable price, a detailed statement of the reasons for the Bidder's/Offeree's conclusion, including the quotes received from all MBE and Non-MBE firms bidding on the same or comparable work. (**Include copies of all quotes received.**)
  3. A list of MBE Firms contacted but found to be unavailable. This list should be accompanied by a MBE Unavailability Certificate (see Exhibit A to this Part 1) signed by the MBE contractor or a statement from the Bidder/Offeree that the MBE contractor refused to sign the MBE Unavailability Certificate.
- D. Other Documentation
  1. Submit any other documentation requested by the Procurement Officer to ascertain the Bidder's/Offeree's Good Faith Efforts.
  2. Submit any other documentation the Bidder/Offeree believes will help the Procurement Officer ascertain its Good Faith Efforts.

**Exhibit A  
MBE Subcontractor Unavailability Certificate**

1. It is hereby certified that the firm of \_\_\_\_\_

(Name of Minority firm)

located at \_\_\_\_\_

(Number)

(Street)

\_\_\_\_\_

(City)

(State)

(Zip)

was offered an opportunity to bid on Solicitation No. \_\_\_\_\_

in \_\_\_\_\_ County by \_\_\_\_\_

(Name of Prime Contractor's Firm)

\*\*\*\*\*

2. \_\_\_\_\_ (Minority Firm), is either unavailable for the work/service or unable to prepare a bid for this project for the following reason(s):

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

\_\_\_\_\_  
**Signature of Minority Firm's MBE Representative                      Title                      Date**

\_\_\_\_\_  
MDOT Certification #                      Telephone #

\*\*\*\*\*

3. To be completed by the prime contractor if Section 2 of this form is not completed by the minority firm.

To the best of my knowledge and belief, said Certified Minority Business Enterprise is either unavailable for the work/service for this project, is unable to prepare a bid, or did not respond to a request for a price proposal and has not completed the above portion of this submittal.

\_\_\_\_\_

Signature of Prime Contractor

Title

Date

**MBE ATTACHMENT D-1C**

**GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST**

Page \_\_ of \_\_

Prime Contractor:	Project Description:
Solicitation Number:	

**Parts 1, 2, and 3 must be included with this certificate along with all documents supporting your waiver request.**

I affirm that I have reviewed Attachment D-1B, Waiver Guidance. I further affirm under penalties of perjury that the contents of Parts 1, 2, and 3 of this Attachment D-1C Good Faith Efforts Documentation Form are true to the best of my knowledge, information, and belief.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature of Representative

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Date



**GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST**

**Part 1 – Identified items of work Bidder/Offeror made available to MBE firms**

Page \_\_ of \_\_

Prime Contractor:	Project Description:
Solicitation Number:	

Identify those items of work that the Bidder/Offeror made available to MBE Firms. This includes, where appropriate, those items the Bidder/Offeror identified and determined to subdivide into economically feasible units to facilitate the MBE participation. For each item listed, show the anticipated percentage of the total contract amount. It is the Bidder's/Offeror's responsibility to demonstrate that sufficient work to meet the goal was made available to MBE Firms, and the total percentage of the items of work identified for MBE participation equals or exceeds the percentage MBE goal set for the procurement. Note: If the procurement includes a list of bid items identified during the goal setting process as possible items of work for performance by MBE Firms, the Bidder/Offeror should make all of those items of work available to MBE Firms or explain why that item was not made available. If the Bidder/Offeror selects additional items of work to make available to MBE Firms, those additional items should also be included below.

Identified Items of Work	Was this work listed in the procurement?	Does Bidder/Offeror normally self-perform this work?	Was this work made available to MBE Firms? If no, explain why?
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

Please check if Additional Sheets are attached.

**GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST**

**Part 2 – identified MBE firms and record of solicitations**

Page \_\_ of \_\_

Prime Contractor:	Project Description:
Solicitation Number:	

Identify the MBE Firms solicited to provide quotes for the Identified Items of Work made available for MBE participation. Include the name of the MBE Firm solicited, items of work for which bids/quotes were solicited, date and manner of initial and follow-up solicitations, whether the MBE provided a quote, and whether the MBE is being used to meet the MBE participation goal. MBE Firms used to meet the participation goal must be included on the MBE Participation Schedule. Note: If the procurement includes a list of the MBE Firms identified during the goal setting process as potentially available to perform the items of work, the Bidder/Offeror should solicit all of those MBE Firms or explain why a specific MBE was not solicited. If the Bidder/Offeror identifies additional MBE Firms who may be available to perform Identified Items of Work, those additional MBE Firms should also be included below. Copies of all written solicitations and documentation of follow-up calls to MBE Firms must be attached to this form. This list should be accompanied by a Minority Contractor Unavailability Certificate signed by the MBE contractor or a statement from the Bidder/Offeror that the MBE contractor refused to sign the Minority Contractor Unavailability Certificate (see Exhibit A to MBE Attachment D-1B). If the Bidder/Offeror used a Non-MBE or is self-performing the identified items of work, Part 4 must be completed.

Name of Identified MBE Firm & MBE Classification	Describe Item of Work Solicited	Initial Solicitation Date & Method	Follow-up Solicitation Date & Method	Details for Follow-up Calls	Quote Rec'd	Quote Used	Reason Quote Rejected
<b>Firm Name:</b>  <b>MBE Classification (Check only if requesting waiver of MBE subgoal.)</b> <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American-Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification		Date:  <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> E-mail	Date:  <input type="checkbox"/> Phone <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> E-mail	Time of Call:  Spoke With:  <input type="checkbox"/> Left Message	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Used Other MBE <input type="checkbox"/> Used Non-MBE  <input type="checkbox"/> Self-performing
<b>Firm Name:</b>  <b>MBE Classification (Check only if requesting waiver of MBE subgoal.)</b> <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American-Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification		Date:  <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> E-mail	Date:  <input type="checkbox"/> Phone <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> E-mail	Time of Call:  Spoke With:  <input type="checkbox"/> Left Message	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Used Other MBE <input type="checkbox"/> Used Non-MBE  <input type="checkbox"/> Self-performing

Please check if Additional Sheets are attached.

**GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST**

**Part 3 – additional information regarding rejected MBE quotes**

Page \_\_ of \_\_

Prime Contractor:	Project Description:
Solicitation Number:	

This form must be completed if Part 1 indicates that a MBE quote was rejected because the Bidder/Offeror is using a Non-MBE or is self-performing the Identified Items of Work. Provide the Identified Items Work, indicate whether the work will be self-performed or performed by a Non-MBE, and if applicable, state the name of the Non-MBE. Also include the names of all MBE and Non-MBE Firms that provided a quote and the amount of each quote.

Describe Identified Items of Work Not Being Performed by MBE (Include spec/section number from bid)	Self-performing or Using Non-MBE (Provide name)	Amount of Non-MBE Quote	Name of Other Firms who Provided Quotes & Whether MBE or Non-MBE	Amount Quoted	Indicate Reason Why MBE Quote Rejected & Briefly Explain
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE	\$ _____	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE	\$ _____	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE	\$ _____	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE	\$ _____	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE	\$ _____	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE	\$ _____	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other

Please check if Additional Sheets are attached.

**MBE ATTACHMENT D- 2**

**OUTREACH EFFORTS COMPLIANCE STATEMENT**

Complete and submit this form within 10 working days of notification of apparent award or actual award, whichever is earlier.

In conjunction with the bid/proposal submitted in response to Solicitation No. \_\_\_\_\_, I state the following:

1. Bidder/Offeror identified subcontracting opportunities in these specific work categories: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

3. Bidder/Offeror made the following attempts to personally contact the solicited MDOT-certified MBE firms: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**4. Please Check One:**

- This project does not involve bonding requirements.
- Bidder/Offeror assisted MDOT-certified MBE firms to fulfill or seek waiver of bonding requirements. (DESCRIBE EFFORTS): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**5. Please Check One:**

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

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature of Representative

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name and Title

City, State and Zip Code

Date

**MBE Attachment D-3A**

**MBE SUBCONTRACTOR PROJECT PARTICIPATION CERTIFICATION**

**Please complete and submit one form for each certified MBE firm listed on the MBE PARTICIPATION schedule (Attachment D-1A) within 10 Working Days of notification of apparent award. If the BIDDER/Offeror fails to return this AFFIDAVIT within the required time, the Procurement Officer may determine that the BIDDER/Offeror is not responsible and therefore not eligible for Contract award.**

Provided that \_\_\_\_\_ (Prime Contractor’s Name) is awarded the State contract in conjunction with Solicitation No. <<Solicitation Number>>, such Prime Contractor intends to enter into a subcontract with \_\_\_\_\_ (Subcontractor’s Name) committing to participation by the MBE firm \_\_\_\_\_ (MBE Name) with MDOT Certification Number \_\_\_\_\_ which will receive at least \$\_\_\_\_\_ which equals to \_\_\_% of the Total Contract Amount for performing the following products/services for the Contract:

NAICS CODE	WORK ITEM, SPECIFICATION NUMBER, LINE ITEMS OR WORK CATEGORIES (IF APPLICABLE)	DESCRIPTION OF SPECIFIC PRODUCTS AND/OR SERVICES

Each of the Contractor and Subcontractor acknowledges that, for purposes of determining the accuracy of the information provided herein, the Procurement Officer may request additional information, including, without limitation, copies of the subcontract agreements and quotes. Each of the Contractor and Subcontractor solemnly affirms under the penalties of perjury that: (i) the information provided in this MBE Subcontractor Project Participation Affidavit is true to the best of its knowledge, information and belief, and (ii) has fully complied with the State Minority Business Enterprise law, State Finance and Procurement Article §14-308(a)(2), Annotated Code of Maryland which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a Bid/Proposal and:

- (1) fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified Minority Business Enterprise in its Bid/Proposal;
- (2) fail to notify the certified Minority Business Enterprise before execution of the Contract of its inclusion of the Bid/Proposal;
- (3) fail to use the certified Minority Business Enterprise in the performance of the Contract; or

(4) pay the certified Minority Business Enterprise solely for the use of its name in the Bid/Proposal.

<b>PRIME CONTRACTOR</b>	<b>SUBCONTRACTOR</b>
Signature of Representative: _____	Signature of Representative: _____
Printed Name and Title: _____	Printed Name and Title: _____
Firm's Name: _____	Firm's Name: _____
Federal Identification Number: _____	Federal Identification Number: _____
Address: _____ _____	Address: _____ _____
Telephone: _____	Telephone: _____
Date: _____	Date: _____

**MBE Attachment D-3B**

**MBE PRIME PROJECT PARTICIPATION CERTIFICATION**

PLEASE COMPLETE AND SUBMIT THIS FORM TO ATTEST EACH SPECIFIC ITEM OF WORK THAT YOUR MBE FIRM HAS LISTED ON THE MBE PARTICIPATION SCHEDULE (ATTACHMENT D-1A) FOR PURPOSES OF MEETING THE MBE PARTICIPATION GOALS. THIS FORM MUST BE SUBMITTED WITHIN 10 WORKING DAYS OF NOTIFICATION OF APPARENT AWARD. IF THE BIDDER/OFFEROR FAILS TO RETURN THIS AFFIDAVIT WITHIN THE REQUIRED TIME, THE PROCUREMENT OFFICER MAY DETERMINE THAT THE BIDDER/OFFEROR IS NOT RESPONSIBLE AND THEREFORE NOT ELIGIBLE FOR CONTRACT AWARD.

Provided that \_\_\_\_\_ (Prime Contractor’s Name) with Certification Number \_\_\_\_\_ is awarded the State contract in conjunction with Solicitation No. <<Solicitation Number>>, such MBE Prime Contractor intends to perform with its own forces at least \$ \_\_\_\_\_ which equals to \_\_\_% of the Total Contract Amount for performing the following products/services for the Contract:

NAICS CODE	WORK ITEM, SPECIFICATION NUMBER, LINE ITEMS OR WORK CATEGORIES (IF APPLICABLE) For Construction Projects, General Conditions must be listed separately.	DESCRIPTION OF SPECIFIC PRODUCTS AND/OR SERVICES	VALUE OF THE WORK

<p><b>MBE PRIME CONTRACTOR</b></p> <p>Signature of Representative: _____</p> <p>Printed Name and Title: _____</p> <p>Firm’s Name: _____</p> <p>Federal Identification Number: _____</p> <p>Address: _____ _____</p> <p>Telephone: _____</p>	<p>Date: _____</p>
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**MBE ATTACHMENT D-4A MBE Prime Contractor Paid/Unpaid MBE Invoice Report**

*This form must be completed  
monthly by the prime contractor.*

**DHR  
Minority Business Enterprise Participation**

**Prime Contractor Paid/Unpaid MBE Invoice Report**

Report #: _____ Reporting Period (Month/Year): _____ <b>Report is due to the MBE Officer by the 10th of the month following the month the services were provided.</b> <b>Note: Please number reports in sequence</b>	Contract #: _____ Contracting Unit: _____ Contract Amount: _____ MBE Subcontract Amt: _____ Project Begin Date: _____ Project End Date: _____ Services Provided: _____
---	--

Prime Contractor:		Contact Person:	
Address:			
City:		State:	ZIP:
Phone:	FAX: E-mail:		
MBE Subcontractor Name:		Contact Person:	
Phone:	FAX:		
Subcontractor Services Provided:			
List all payments made to MBE subcontractor named above during this reporting period:		List dates and amounts of any outstanding invoices:	
Invoice#	Amount	Invoice #	Amount
1.		1.	
2.		2.	
3.		3.	
4.		4.	
Total Dollars Paid:		Total Dollars Unpaid:	
\$ _____		\$ _____	

**\*\*If more than one MBE subcontractor is used for this contract, you must use separate D-4A forms.  
Information regarding payments that the MBE prime will use for purposes of meeting the MBE participation goals must be reported separately in Attachment D-4B.  
\*\*Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred):**

\_\_\_\_\_ Contract Manager  
 \_\_\_\_\_ Contracting Unit  
 (DHR)  
 \_\_\_\_\_  
 \_\_\_\_\_ mailto:

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

(Required)

**Sample MBE D-5 Subcontractor Paid/Unpaid MBE Invoice Report**

*This form must be  
completed monthly by  
MBE subcontractor*

**Minority Business Enterprise Participation  
Subcontractor Paid/Unpaid MBE Invoice Report**

Report#: _____	Contract #
Reporting Period (Month/Year): _____	Contracting Unit:
<b>Report is due by the 10th of the month following the month the services were performed.</b>	MBE Subcontract Amount:
	Project Begin Date:
	Project End Date:
	Services Provided:

MBE Subcontractor Name:		
MDOT Certification #:		
Contact Person:	E-mail:	
Address:		
City:	State:	ZIP:
Phone:	FAX:	
Subcontractor Services Provided:		
List all payments received from Prime Contractor during reporting period indicated above.		List dates and amounts of any unpaid invoices over 30 days old.
Invoice Amount	Date	Invoice Amount      Date
1.		1.
2.		2.
3.		3.
4.		4.
Total Dollars Paid: \$ _____		Total Dollars Unpaid: \$ _____
Prime Contractor:		Contact Person:
**Return one copy of this form to the following address (electronic copy with signature & date is preferred):		
_____ Contract Manager		
_____ Contracting Unit		
(DHR)		
_____ mailto:		

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Required)

**MBE Attachment D-4B MBE Prime Contractor Report**

**DHR  
Minority Business Enterprise Participation**

**MBE Prime Contractor Report**

MBE Prime Contractor: Certification Number: Report #: _____ Reporting Period (Month/Year): _____ <b>Report is due to the MBE Officer by the 10th of the month following the month the services were provided.</b> <b>Note: Please number reports in sequence</b>	Contract #: _____ Contracting Unit: _____ Contract Amount: _____ Total Value of the Work to the Self-Performed for purposes of Meeting the MBE participation goal/subgoals: _____ Project Begin Date: _____ Project End Date: _____
---	--

Contact Person: _____		
Address: _____		
City: _____	State: _____	ZIP: _____
Phone: _____	Fax: _____	E-mail: _____

INVOICE NUMBER	VALUE OF THE WORK	NAICS CODE	DESCRIPTION OF SPECIFIC PRODUCTS AND/OR SERVICES

**Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred):**

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

_____ Contract Manager _____ Contracting Unit (DHR) _____ _____ _____	<a href="#">mail to:</a>
--	--------------------------

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

**MBE D-5 Subcontractor Paid/Unpaid MBE Invoice Report**

*This form must be completed  
monthly by MBE subcontractor*

**Minority Business Enterprise Participation**

**Subcontractor Paid/Unpaid MBE Invoice Report**

Report#: _____	Contract #
Reporting Period (Month/Year): _____	Contracting Unit:
<b>Report is due by the 10th of the month following the month the services were performed.</b>	MBE Subcontract Amount:
	Project Begin Date:
	Project End Date:
	Services Provided:

MBE Subcontractor Name:	
MDOT Certification #:	
Contact Person:	E-mail:
Address:	
City:	State: ZIP:
Phone:	FAX:
Subcontractor Services Provided:	
List all payments received from Prime Contractor during reporting period indicated above.	List dates and amounts of any unpaid invoices over 30 days old.
Invoice Amount                  Date	Invoice Amount                  Date
1.	1.
2.	2.
3.	3.
4.	4.
Total Dollars Paid: \$ _____	Total Dollars Unpaid: \$ _____
Prime Contractor:	Contact Person:
**Return one copy of this form to the following address (electronic copy with signature & date is preferred):	
_____ Contract Manager	
_____ Contracting Unit	
(DHR)	
_____ mailto:	

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

(Required)

**ATTACHMENT E - PRE-PROPOSAL CONFERENCE RESPONSE FORM**

Solicitation Number OTHS/OTHS-17-013-S N00R7400021

Automated Fiscal System (AFS) Modernization Project

A Pre-proposal conference will be held at <<10:30 >>, on <<January 11, 2017>>, at DHR/OTHS - 1100 Eastern Boulevard, Essex, MD 21221. Please return this form by <<January 4, 2017, advising whether or not you plan to attend.

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

Ms. Dapheny McCray  
Procurement Officer  
Department of Human Resources  
311 W. Saratoga Street  
Baltimore, MD 21201  
Office Number: (410) 767-7068  
Fax Number: (410) 333-0258

Email: dapheny.mccray@maryland.gov

Please indicate:

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

- 1.
- 2.
- 3.

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

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

---

Signature

Title

---

Name of Firm (please print)

### **From BWI Airport**

- Merge onto MD-295 N
- Take the Harbor Tunnel Thruway/I-895 N exit
- Merge onto I-95 N
- Use the right lane to take exit 64 for I-695/Baltimore Beltway toward Essex/Towson
- Keep right at the fork to continue on Exit 64A, follow signs for Essex/Interstate 695 E and merge onto I-695 E/Baltimore Beltway
- Keep left at the fork to continue on MD-702 S, follow signs for Maryland 702 S/Essex
- Exit onto MD-150 W/Eastern Blvd toward Essex
- Use the left lane to merge onto MD-150 W/Eastern Blvd

### **From Northern Maryland**

- Stay on I-95 S, follow signs for Interstate 95 S/Wilmington
- Keep left at the fork to stay on I-95 S
- Use the right 2 lanes to take exit 64 for Interstate 695 E toward Essex
- Merge onto I-695 E
- Keep left at the fork to continue on MD-702 S, follow signs for Maryland 702 S/Essex
- Exit onto MD-150 W/Eastern Blvd toward Essex
- Use the left lane to merge onto MD-150 W/Eastern Blvd
- Arrive at 1100 Eastern Blvd

### **From Rockville, MD**

- Merge onto MD-200 E
- Use the right 2 lanes to take exit 19A-B for Interstate 95 N toward Baltimore
- Merge onto I-95 N
- Keep left at the fork to stay on I-95 N
- Take exit 61 for U.S. 40 E/Pulaski Highway
- Get on I-695 S
- Merge onto US-40 E
- Slight right to merge onto I-695 S toward Essex
- Take MD-702 S to MD-150 W/Eastern Blvd in Essex. Take the MD-150 W/Eastern Blvd exit from MD-702 S
- Merge onto I-695 S
- Keep left at the fork to continue on MD-702 S, follow signs for Maryland 702 S/Essex
- Exit onto MD-150 W/Eastern Blvd toward Essex
- Use the left lane to merge onto MD-150 W/Eastern Blvd



**ATTACHMENT F - FINANCIAL PROPOSAL PRICING INSTRUCTIONS**

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

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

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

does not guarantee a minimum or maximum number of units or usage in the performance of this Contract.

K) Failure to adhere to any of these instructions may result in the Proposal being determined not reasonably susceptible of being selected for award.

**ATTACHMENT F – PRICE SHEET**

THE PRICE SHEET IS ATTACHED AS A SEPARATE EXCEL SPREADSHEET.

**ATTACHMENT G - LIVING WAGE REQUIREMENTS FOR SERVICE CONTRACTS**

Living Wage Requirements for Service Contracts

A. This contract is subject to the Living Wage requirements under Md. Code Ann., State Finance and Procurement Article, Title 18, and the regulations proposed by the Commissioner of Labor and Industry (Commissioner). The Living Wage generally applies to a Contractor or Subcontractor who performs work on a State contract for services that is valued at \$100,000 or more. An employee is subject to the Living Wage if he/she is at least 18 years old or will turn 18 during the duration of the contract; works at least 13 consecutive weeks on the State Contract and spends at least one-half of the employee's time during any work week on the State Contract.

B. The Living Wage Law does not apply to:

(1) A Contractor who:

- (a) Has a State contract for services valued at less than \$100,000, or
- (b) Employs 10 or fewer employees and has a State contract for services valued at less than \$500,000.

(2) A Subcontractor who:

- (a) Performs work on a State contract for services valued at less than \$100,000,
- (b) Employs 10 or fewer employees and performs work on a State contract for services valued at less than \$500,000, or
- (c) Performs work for a Contractor not covered by the Living Wage Law as defined in B(1)(b) above, or B(3) or C below.

(3) Service contracts for the following:

- (a) Services with a Public Service Company;
- (b) Services with a nonprofit organization;
- (c) Services with an officer or other entity that is in the Executive Branch of the State government and is authorized by law to enter into a procurement ("Unit"); or
- (d) Services between a Unit and a County or Baltimore City.

C. If the Unit responsible for the State contract for services determines that application of the Living Wage would conflict with any applicable Federal program, the Living Wage does not apply to the contract or program.

D. A Contractor must not split or subdivide a State contract for services, pay an employee through a third party, or treat an employee as an independent Contractor or assign work to employees to avoid the imposition of any of the requirements of Md. Code Ann., State Finance and Procurement Article, Title 18.

- E. Each Contractor/Subcontractor, subject to the Living Wage Law, shall post in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.
- F. The Commissioner shall adjust the wage rates by the annual average increase or decrease, if any, in the Consumer Price Index for all urban consumers for the Washington/Baltimore metropolitan area, or any successor index, for the previous calendar year, not later than 90 days after the start of each fiscal year. The Commissioner shall publish any adjustments to the wage rates on the Division of Labor and Industry's website. An employer subject to the Living Wage Law must comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.
- G. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of the health insurance premium, as provided in Md. Code Ann., State Finance and Procurement Article, §18-103(c), shall not lower an employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of health insurance premium shall comply with any record reporting requirements established by the Commissioner.
- H. A Contractor/Subcontractor may reduce the wage rates paid under Md. Code Ann., State Finance and Procurement Article, §18-103(a), by no more than 50 cents of the hourly cost of the employer's contribution to an employee's deferred compensation plan. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's contribution to an employee's deferred compensation plan shall not lower the employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413.
- I. Under Md. Code Ann., State Finance and Procurement Article, Title 18, if the Commissioner determines that the Contractor/Subcontractor violated a provision of this title or regulations of the Commissioner, the Contractor/Subcontractor shall pay restitution to each affected employee, and the State may assess liquidated damages of \$20 per day for each employee paid less than the Living Wage.
- J. Information pertaining to reporting obligations may be found by going to the Division of Labor and Industry website <http://www.dllr.state.md.us/labor/> and clicking on Living Wage for State Service Contracts.

**ATTACHMENT G-1 Maryland Living Wage Requirements Affidavit of Agreement**

Contract No. \_\_\_\_\_

Name of Contractor \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

**If the Contract Is Exempt from the Living Wage Law**

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

\_\_\_ Bidder/Offeror is a nonprofit organization

\_\_\_ Bidder/Offeror is a public service company

\_\_\_ Bidder/Offeror employs 10 or fewer employees and the proposed contract value is less than \$500,000

\_\_\_ Bidder/Offeror employs more than 10 employees and the proposed contract value is less than \$100,000

**If the Contract Is a Living Wage Contract**

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

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

\_\_\_ The employee(s) proposed to work on the contract will spend less than one-half of the employee’s time during any work week on the contract

\_\_\_ The employee(s) proposed to work on the contract is 17 years of age or younger during the duration of the contract; or

\_\_\_ The employee(s) proposed to work on the contract will work less than 13 consecutive weeks on the State contract.

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

Name of Authorized Representative: \_\_\_\_\_

\_\_\_\_\_

Signature of Authorized Representative

Date

\_\_\_\_\_

Title

\_\_\_\_\_

Witness Name (Typed or Printed)

\_\_\_\_\_

Witness Signature

Date

**(submit with Bid/Proposal)**



**ATTACHMENT H - FEDERAL FUNDS ATTACHMENT**

A Summary of Certain Federal Fund Requirements and Restrictions

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

1. Form and rule enclosed: 18 U.S.C. 1913 and Section 1352 of P.L. 101-121 require that all prospective and present sub-grantees (this includes all levels of funding) who receive more than \$100,000 in federal funds must submit the form “Certification Against Lobbying.” It assures, generally, that recipients will not lobby federal entities with federal funds, and that, as is required, they will disclose other lobbying on form SF- LLL.
2. Form and instructions enclosed: “Form LLL, Disclosure of Lobbying Activities” must be submitted by those receiving more than \$100,000 in federal funds, to disclose any lobbying of federal entities (a) with profits from federal contracts or (b) funded with nonfederal funds.
3. Form and summary of Act enclosed: Sub-recipients of federal funds on any level must complete a “Certification Regarding Environmental Tobacco Smoke,” required by Public Law 103-227, the Pro-Children Act of 1994. Such law prohibits smoking in any portion of any indoor facility owned or leased or contracted for regular provision of health, day care, early childhood development, education, or library services for children under the age of 18. Such language must be included in the conditions of award (they are included in the certification, which may be part of such conditions.) This does not apply to those solely receiving Medicaid or Medicare, or facilities where WIC coupons are redeemed.
4. In addition, federal law requires that:

OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations requires that grantees (both recipients and sub-recipients) which expend a total of \$300,000 or more (\$500,000 for fiscal years ending after December 31, 2003) in federal assistance shall have a single or program-specific audit conducted for that year in accordance with the provisions of the Single Audit Act of 1984, P.L. 98-502, and the Single Audit Act Amendments of 1996, P.L. 104-156 and the Office of Management and Budget (OMB) Circular A-133. All sub-grantee audit reports, performed in compliance with the aforementioned Circular shall be forwarded within 30 days of report issuance to the Contract Manager.

B) All sub-recipients of federal funds comply with Sections 503 and 504 of the Rehabilitation Act of 1973, the conditions of which are summarized in item (C).

C) Recipients of \$10,000 or more (on any level) must include in their contract language the requirements of Sections 503 (language specified) and 504 referenced in item (B).

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

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

- a) The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- b) The contractor agrees to comply with the rules, regulations, and relevant orders of the secretary of labor issued pursuant to the act.
- c) In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the secretary of labor issued pursuant to the act.
- d) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the director, provided by or through the contracting office. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- e) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- f) The contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the [federal] secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

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

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

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

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

recipients of the Substance Abuse Prevention and Treatment and the Community Mental Health Block Grants and NIH research grants.)

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

G) For any education program, as required by Title IX of the Education Amendments of 1972, there may be no discrimination on the basis of sex.

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

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

**ATTACHMENT H-1**

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

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

**ATTACHMENT H-2**

**DISCLOSURE OF LOBBYING ACTIVITIES**

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

<p><b>1. Type of Federal Action:</b></p> <p><input type="checkbox"/> a. Contract  <input type="checkbox"/> b. Grant  <input type="checkbox"/> c. Cooperative Agreement  <input type="checkbox"/> d. Loan  <input type="checkbox"/> e. Loan guarantee  <input type="checkbox"/> f. Loan insurance</p>	<p><b>2. Status of Federal Action:</b></p> <p><input type="checkbox"/> a. Bid/offer/application  <input type="checkbox"/> b. Initial award  <input type="checkbox"/> c. Post-award</p>	<p><b>3. Report Type:</b></p> <p><input type="checkbox"/> a. Initial filing  <input type="checkbox"/> b. Material change</p> <p>For Material Change Only:  Year _____ quarter _____  Date of last report _____</p>
<p><b>4. Name and Address of Reporting Entity:</b></p> <p><input type="checkbox"/> Prime    <input type="checkbox"/> Subawardee    Tier _____, if known:  Congressional District, <i>if known</i>:</p>	<p><b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b></p> <p>Congressional District, <i>if known</i>:</p>	
<p><b>6. Federal Department/Agency:</b></p>	<p><b>7. Federal Program Name/Description:</b></p> <p>CFDA Number, <i>if applicable</i>: _____</p>	
<p><b>8. Federal Action Number, if known:</b></p>	<p><b>9. Award Amount, if known:</b></p> <p>\$ _____</p>	
<p><b>10. a. Name and Address of Lobbying Registrant</b>  <i>(if individual, last name, first name, MI):</i></p>	<p><b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a) (last name, first name, MI):</i></p>	
<p><b>11. Amount of Payment</b> <i>(check all that apply)</i></p> <p>\$ _____    <input type="checkbox"/> actual    <input type="checkbox"/> planned</p>	<p><b>13. Type of Payment</b> <i>(check all that apply)</i></p> <p><input type="checkbox"/> a. retainer  <input type="checkbox"/> b. one-time  <input type="checkbox"/> c. commission  <input type="checkbox"/> d. contingent fee  <input type="checkbox"/> e. deferred  <input type="checkbox"/> f. other; specify: _____</p>	
<p><b>12. Form of Payment</b> <i>(check all that apply)</i></p> <p><input type="checkbox"/> a. cash            <input type="checkbox"/> b. in-kind, specify:     nature  _____ value:  _____</p>		
<p><b>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11:</b></p>		

(attach Continuation Sheet(s) SF-LLLA, if necessary)	
<b>15. Continuation Sheet(s) SF-LLLA attached:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	
16. Information requested through this form is authorized by title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____
	Print Name: _____
	Title: _____
	Telephone No.: _____ Date: _____
<b>Federal Use Only</b>	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, sub-grants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
10. (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form and print his/her name, title, and telephone number.

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



**ATTACHMENT H-3**

**DEPARTMENT OF HEALTH AND HUMAN SERVICES**

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

**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

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

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

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

---

Signature of Authorized Certifying Individual

**ATTACHMENT I - CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE**

Reference COMAR 21.05.08.08

**(submit with Bid/Proposal)**

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

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

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

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

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

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

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

(Authorized Representative and Affiant)

**ATTACHMENT J - - NON-DISCLOSURE AGREEMENT (OFFEROR)**

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

OFFEROR warrants and represents that it intends to submit a Proposal in response to RFP # N00R7400021 for an Automated Fiscal System (AFS) Modernization Project. In order for the OFFEROR to submit a Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described above, the OFFEROR agrees as follows:

1. OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received, except in connection with the preparation of its Proposal.
2. Each employee or agent of the OFFEROR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the OFFEROR shall provide originals of such executed Agreements to the State. Each employee or agent of the OFFEROR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the OFFEROR.
3. OFFEROR shall return the Confidential Information to the State within five Business Days of the State's Notice of recommended award. If the OFFEROR does not submit a Proposal, the OFFEROR shall return the Confidential Information to Dapheny McCray, Procurement Officer, Maryland Department of Human Resources, no later than 3 business days following the proposal submission deadline.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR'S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.

6. This Agreement shall be governed by the laws of the State of Maryland.

7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.

8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

OFFEROR: \_\_\_\_\_ BY: \_\_\_\_\_  
NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

**ATTACHMENT K - NON-DISCLOSURE AGREEMENT (CONTRACTOR)**

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made by and between the State of Maryland (the “State”), acting by and through Department of Human Resources (the “DHR”), and \_\_\_\_\_ ( the “Contractor”).

**RECITALS**

WHEREAS, the Contractor has been awarded a contract (the “Contract”) following the solicitation for Automated Fiscal System (AFS) Modernization Project Solicitation # N00R7400021 and

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

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

receipt and sufficiency of which the parties acknowledge, the parties do hereby agree as follows:

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

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

- e. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures;
- f. The Recitals are not merely prefatory but are an integral part hereof; and
- g. The effective date of this Agreement shall be the same as the effective date of the Contract entered into by the parties.

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

Contractor: \_\_\_\_\_

DHR

By: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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



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

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

**NON-DISCLOSURE AGREEMENT – ATTACHMENT K**

**CERTIFICATION TO ACCOMPANY RETURN OF CONFIDENTIAL INFORMATION**

I AFFIRM THAT:

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

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

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

DATE: \_\_\_\_\_

NAME OF CONTRACTOR: \_\_\_\_\_

BY: \_\_\_\_\_

(Signature)

TITLE: \_\_\_\_\_

(Authorized Representative and Affiant)

**ATTACHMENT L - HIPAA BUSINESS ASSOCIATE AGREEMENT**

This solicitation does not require a HIPAA Business Associate Agreement.

**ATTACHMENT M - MERCURY AFFIDAVIT**

This solicitation does not include the procurement of products known to likely include mercury as a component.

**ATTACHMENT N - VETERAN-OWNED SMALL BUSINESS ENTERPRISE**

The Veteran-Owned Small Business Enterprise (VSBE) subcontractor participation goal for this solicitation is 1%.

**ATTACHMENT N-1**

**VSBE Utilization Affidavit and Subcontractor Participation Schedule**

**(submit with Bid/Proposal)**

This document **MUST BE** included with the Bid/Proposal. If the Bidder/Offeror fails to complete and submit this form with the Bid/Proposal, the procurement officer may determine that the Bid is non-responsive or that the Proposal is not reasonably susceptible of being selected for award.

In conjunction with the Bid/Proposal submitted in response to Solicitation No. OTHS/OTHS-17-013-S (N00R7400021) ,I affirm the following:

1.  I acknowledge and intend to meet the overall verified VSBE participation goal of 1%.  
Therefore, I will not be seeking a waiver.

**OR**

- I conclude that I am unable to achieve the VSBE participation goal. I hereby request a waiver, in whole or in part, of the overall goal. Within 10 business days of receiving notice that our firm is the apparent awardee, I will submit all required waiver documentation in accordance with COMAR 21.11.13.07. If this request is for a partial waiver, I have identified the portion of the VSBE goal that I intend to meet.
2. I understand that if I am notified that I am the apparent awardee, I must submit the following additional documentation within 10 days of receiving notice of the apparent award or from the date of conditional award (per COMAR 21.11.13.06), whichever is earlier.
  - (a) Subcontractor Project Participation Statement (**Attachment M-2**); and
  - (b) Any other documentation, including waiver documentation, if applicable, required by the Procurement Officer to ascertain Bidder/Offeror responsibility in connection with the VSBE participation goal.

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

3. In the solicitation of subcontract quotations or offers, VSBE subcontractors were provided not less than the same information and amount of time to respond as were non-VSBE subcontractors.
4. Set forth below are the (i) verified VSBEs I intend to use and (ii) the percentage of the total contract amount allocated to each VSBE for this project. I hereby affirm that the VSBE firms are only providing those products and services for which they are verified.

**ATTACHMENT N-1**

**VSBE Subcontractor Participation Schedule**

<b>Prime Contractor (Firm Name, Address, Phone):</b>	<b>Project Description:</b>
<b>Project Number: - _____</b>	

List Information For Each Verified VSBE Subcontractor On This Project

<b>Name of Veteran-Owned Firm:</b>	<b>DUNS Number:</b>
<b>Percentage of Total Contract:</b>	<b>Description of work to be performed:</b>
<b>Name of Veteran-Owned Firm:</b>	<b>DUNS Number:</b>
<b>Percentage of Total Contract:</b>	<b>Description of work to be performed:</b>
<b>Name of Veteran-Owned Firm:</b>	<b>DUNS Number:</b>
<b>Percentage of Total Contract:</b>	<b>Description of work to be performed:</b>
<b>Name of Veteran-Owned Firm:</b>	<b>DUNS Number:</b>
<b>Percentage of Total Contract:</b>	<b>Description of work to be performed:</b>

Continue on a separate page, if needed.

**SUMMARY**

**TOTAL VSBE Participation:** \_\_\_\_\_ %

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

\_\_\_\_\_  
Bidder/Offeror Name  
(PLEASE PRINT OR TYPE)

\_\_\_\_\_  
Signature of Affiant

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

Title: \_\_\_\_\_

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

**ATTACHMENT N-2**

**VSBE Subcontractor Participation Statement**

**\*\*Please complete and submit one form for each verified VSBE listed on Attachment M-1 within 10 working days of notification of apparent award. \*\***

\_\_\_\_\_ (prime contractor) has entered into a contract with  
\_\_\_\_\_ (subcontractor) to provide services in connection with the  
Solicitation described below.

<b>Prime Contractor (Firm Name, Address, Phone):</b>	<b>Project Description:</b>
<b>Project Number:</b> _____	<b>Total Contract Amount:</b> \$
<b>Name of Veteran-Owned Firm:</b>	<b>DUNS Number:</b>
<b>Address:</b>	<b>FEIN:</b>
<b>Work to Be Performed:</b>	
<b>Percentage of Total Contract:</b>	<b>Total Subcontract Amount:</b> \$

The undersigned Prime Contractor and Subcontractor hereby certify and agree that they have fully complied with the State Veteran-Owned Small Business Enterprise law, State Finance and Procurement Article, Title 14, Subtitle 6, Annotated Code of Maryland.

**PRIME CONTRACTOR SIGNATURE**

**SUBCONTRACTOR SIGNATURE**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Name, Title**

**Name, Title**

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

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

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



**ATTACHMENT N-3**

**Department of Human Resources (DHR)  
Veterans Small Business Enterprise (VSBE) Participation  
Prime Contractor Paid/Unpaid VSBE Invoice Report**

Report #: _____  Reporting Period (Month/Year): _____ <b>Report is due to the Contract Manager by the 10th of the month following the month the services were provided.</b>  <b>Note: Please number reports in sequence</b>	Contract #: _____ Contracting Unit: _____ Contract Amount: _____ VSBE Subcontract Amt: _____ Project Begin Date: _____ Project End Date: _____ Services Provided: _____
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Prime Contractor:		Contact Person:																									
Address:																											
City:		State:	ZIP:																								
Phone:	Fax:	E-mail:																									
Subcontractor Name:		Contact Person:																									
Phone:	Fax:																										
Subcontractor Services Provided:																											
List all payments made to VSBE subcontractor named above during this reporting period:  <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 40%;">Invoice#</th> <th style="width: 50%;">Amount</th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr> <td colspan="2">Total Dollars Paid: \$</td> <td>_____</td> </tr> </tbody> </table>			Invoice#	Amount	1.			2.			Total Dollars Paid: \$		_____	List dates and amounts of any outstanding invoices:  <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 40%;">Invoice #</th> <th style="width: 50%;">Amount</th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr> <td colspan="2">Total Dollars Unpaid: \$</td> <td>_____</td> </tr> </tbody> </table>			Invoice #	Amount	1.			2.			Total Dollars Unpaid: \$		_____
	Invoice#	Amount																									
1.																											
2.																											
Total Dollars Paid: \$		_____																									
	Invoice #	Amount																									
1.																											
2.																											
Total Dollars Unpaid: \$		_____																									

\*\*If more than one VSBE subcontractor is used for this contract, you must use separate M-3 forms for each subcontractor.

**\*\*Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred):**

_____	Contract Manager
_____	Contracting Unit
<<Department Name>>	
_____	
_____	

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

This form is to be completed monthly by each VSBE subcontractor.

**ATTACHMENT N-4**

**Veterans Small Business Enterprise Participation  
Subcontractor Paid/Unpaid VSBE Invoice Report**

Report #: _____  Reporting Period (Month/Year): _____ <b>Report is due to the Contract Manager by the 10th of the month following the month the services were provided.</b>  <b>Note: Please number reports in sequence</b>	Contract #: _____ Contracting Unit: _____  VSBE Subcontract Amt: _____ Project Begin Date: _____ Project End Date: _____ Services Provided: _____
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VSBE Subcontractor Name:																					
Department of Veterans Affairs Certification #:																					
Contact Person:	E-mail:																				
Address:																					
City:	State:	ZIP:																			
Phone:	Fax:																				
Subcontractor Services Provided:																					
List all payments received from Prime Contractor during reporting period indicated above. <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Date</th> <th style="width: 35%;">Invoice Amt</th> </tr> </thead> <tbody> <tr><td>1.</td><td></td></tr> <tr><td>2.</td><td></td></tr> <tr><td>3.</td><td></td></tr> <tr> <td colspan="2">Total Dollars Paid: \$ _____</td> </tr> </tbody> </table>	Date	Invoice Amt	1.		2.		3.		Total Dollars Paid: \$ _____		List dates and amounts of any unpaid invoices over 30 days old. <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Invoice Amt</th> <th style="width: 15%;">Date</th> </tr> </thead> <tbody> <tr><td>1.</td><td></td></tr> <tr><td>2.</td><td></td></tr> <tr><td>3.</td><td></td></tr> <tr> <td colspan="2">Total Dollars Unpaid: \$ _____</td> </tr> </tbody> </table>	Invoice Amt	Date	1.		2.		3.		Total Dollars Unpaid: \$ _____	
Date	Invoice Amt																				
1.																					
2.																					
3.																					
Total Dollars Paid: \$ _____																					
Invoice Amt	Date																				
1.																					
2.																					
3.																					
Total Dollars Unpaid: \$ _____																					
Prime Contractor:	Contact Person																				

**\*\*Return one copy of this form to the following address (electronic copy with signature & date is preferred):**

\_\_\_\_\_ Contract Manager

\_\_\_\_\_ Contracting Unit

<<Department Name>>

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

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

(Required)

**ATTACHMENT O - LOCATION OF THE PERFORMANCE OF SERVICES DISCLOSURE**

**(submit with Bid/Proposal)**

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

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

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

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

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

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

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

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

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

Bidder/Offeror Name: \_\_\_\_\_

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

**ATTACHMENT P - DHR HIRING AGREEMENT**

This solicitation does not require a DHR Hiring Agreement.

**ATTACHMENT Q - LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY**

**INSTRUCTIONS:**

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

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

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

**LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY (CONTINUED)**

RFP # OTHS/OTHS-17-013-S / N00R7400021

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

Candidate Name:

Contractor:

**A. Education / Training**

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

**B. Relevant Work Experience**

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

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

<add lines as needed>

**C. Employment History**

List employment history, starting with the most recent employment first

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

**Personnel Resume Summary (Continued)**

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

**D. References**

List persons the State may contact as employment references

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

**Authors: Update the Section Numbers**

Proposed Individual’s Name/Company Name:	How does the proposed individual meet each requirement?
LABOR CATEGORY TITLE:	[Enter the Labor Category Name]
Requirement (See Section 3.5)	Candidate Relevant Experience *
Education:	Education:

[Insert the education description from Section 3.5 for the applicable labor category]	
Experience: [Insert the experience description from Section 3.5 for the applicable labor category]	Experience:
Duties: [Insert the duties description from Section 3.5 for the applicable labor category]	Duties:

The information provided on this form for this labor category is true and correct to the best of my knowledge:

Contractor Representative:

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Print Name

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Signature

---

Date

Proposed Individual:

---

Signature

---

Date

**Sign each form.**



**ATTACHMENT R - AGENCY RECEIPT OF DELIVERABLE FORM**

This solicitation does not require an Agency Receipt of Delivery Form.

**ATTACHMENT S - AGENCY DELIVERABLE PRODUCT ACCEPTANCE FORM**

Agency Name: DHR

RFP Title: Automated Fiscal System (AFS) Modernization Project

Contract Manager: Sharon Garey and (410)-238-1385

To: Contractor Name

The following deliverable, as required by Project Number OTHS/OTHS 17-013-S (N00R7400021) has been received and reviewed in accordance with the RFP.

Title of deliverable: \_\_\_\_\_

RFP Contract Reference Number: Section # \_\_\_\_\_

Deliverable Reference ID # \_\_\_\_\_

This deliverable:

Is accepted as delivered.

Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

\_\_\_\_\_  
Contract Manager Signature

\_\_\_\_\_  
Date Signed

**ATTACHMENT T - SAMPLE WORK ORDER**

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

Contractor		Agency Approval	
(Signature) Contractor Authorized Representative (Date)		(Signature) Contract Manager (Date)	
CPOC	(Print Name)	Contract Manager	(Print Name)
Telephone No.		Telephone No.	
E-mail:		E-mail:	

**ATTACHMENT U - PERFORMANCE BOND**

THIS ATTACHMENT IS NOT APPLICABLE TO THIS RFP

**ATTACHMENT V - FUNCTIONAL, TECHNICAL, REPORTING AND FORM REQUIREMENTS**

See attached Functional, Technical, Reporting and Form Requirements Matrix. The Requirements Matrix lists detailed requirements of a functional or technical nature.

**Instructions:**

This Appendix provides the requirements table for the RFP. The requirements are set forth to allow the State to determine how well any particular Solution meets the requirements and by what means. The term “ability to” is defined as the fully configured capability to perform the remainder of the requirement statement. For instance “ability to forecast multi-year budgets for 5 or more years” means that the end users will be able to create a multi-year forecast for 5 years when the system is implemented.

**Weight:**

Requirements are listed on a three-point priority scale of (a) high, (b) medium, and (c) low. High priority requirements support existing business processes and are essential to the ongoing operation of DHR. The evaluation committee will evaluate high priority requirements at a higher priority than medium and low priority requirements. Medium and low priority requirements are desired features that will enhance existing or future operations. These requirements will each be evaluated at a lower priority based on impact to the organization.

**Compliance Check:**

The Offeror is expected to insert a compliance **check mark** for each requirement in the table indicating the degree of fit for the Offeror’s solution. The acceptable compliance check marks are to be entered as follows:

Standard feature in application: Place a check mark in this column indicating that the requirement represents a standard feature in the Offeror’s solution.

Requires Customization: Place a check mark in this column indicating that the requirement requires the Offeror to customize their solution in order to meet the stated requirement

Not Available: Place a check mark in this column indicating that the requirement is not available in the Offeror’s solution

Additional Vendor Comments: Provide additional comments in this field relative to the requirement being describe.

**ATTACHMENT W - ANNUAL INTERNAL REVENUE SERVICE (IRS)  
CONTRACTOR AWARENESS ACKNOWLEDGEMENT**

Employees must be advised at least annually of the provisions of Section 7213 (2) of the Internal Revenue Code (IRC), which makes unauthorized disclosure of the Federal returns or return information a crime that may be punishable by a \$5,000.00 fine, five years imprisonment, or both, and the cost of the prosecution.

Employees who have access to Federal tax information must also be advised annually of the provisions of IRC § 7431, which permits a taxpayer to bring suit for unauthorized disclosure in the United States district court. The taxpayer would be entitled to the greater of civil damages or the actual damages plus punitive damages in addition to the cost of the action.

Employees are to be made aware that these civil and criminal penalties apply even if the unauthorized disclosures were made after their employment with the agency is terminated.

**IRS § 7213(A). UNAUTHORIZED INSPECTION OF RETURNS OR RETURN INFORMATION**

**(a) PROHIBITIONS —**

- (1) FEDERAL EMPLOYEES AND OTHER PERSONS—** It shall be unlawful for:
  - (A) any officer or employee of the United States, or
  - (B) any person described in IRC § 6103 (n) or an officer willfully to inspect, except as authorized in this title, any return or return information.
- (2) STATE AND OTHER EMPLOYEES —** It shall be unlawful for any person not described in paragraph (1) willfully to inspect, except as authorized by this title, any return information acquired by such person or another person under a provision of IRC § 6103 referred to in IRC § 7213 (a)(2).

**(b) PENALTY —**

- (1) IN GENERAL —** Any violation of subsection (a) shall be punishable upon conviction by a fine in any amount not exceeding \$1000, or imprisonment of not more than 1 year, or both, together with the costs of prosecution.
- (2) FEDERAL OFFICERS OR EMPLOYEES —** An officer or employee of the United States who is convicted of any violation of subsection (a) shall, in addition to any other punishment, be dismissed from office or discharged from employment.
  - (a) DEFINITION —**For purposes of the section, the terms "inspect", "return", and "return information" have respective meanings given such terms by IRC § 6103(b).



I understand and agree to these requirements

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Contractor Name Printed

**ATTACHMENT X - ANNUAL STATE OF MARYLAND EMPLOYEE AWARENESS  
ACKNOWLEDGEMENT**

The Department of Human Resources, as a part of their employee awareness training, is making it mandatory for all employees to be advised annually of the provisions of Title 07. Subtitle 01, Chapter 07. Section 10, (07.01.07.10) of the Code of Maryland Regulation (COMAR), which states:

An intentional or grossly negligent disclosure of confidential information in violation of this chapter to:

- A. Be a criminal offense punishable by a fine of not more than \$500.00, or by 90 days imprisonment, or both; and
- B. Result in civil liability for damages.

I understand and agree to the above requirements.

Contractor Signature

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Date

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**ATTACHMENT Y - CRIMINAL BACKGROUND CHECK AFFIDAVIT**

AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

I hereby affirm that \_\_\_\_ (Candidate)\_\_\_\_\_ has successfully passed all of the background checks required under Section 3.4 of this RFP.

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

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

SUBMIT PRIOR TO RESOURCE STARTING WORK UNDER THIS AGREEMENT.

**ATTACHMENT Z - PROPOSAL/BID BOND**

**THIS ATTACHMENT IS NOT APPLICABLE TO THIS RFP**