



STATE OF MARYLAND
DEPARTMENT OF GENERAL SERVICES (DGS)
REQUEST FOR PROPOSALS (RFP)
STATEWIDE AGILE RESOURCES AND TEAMS 2024
RFP NUMBER BPM043644

ISSUE DATE: MAY 10, 2024

NOTICE TO OFFERORS
SMALL BUSINESS RESERVE PROCUREMENT
FUNCTIONAL AREA 3 ONLY

This is a Small Business Reserve Procurement for Functional Area 3 only, which award will be limited to certified small business vendors. Only businesses that meet the statutory requirements set forth in State Finance and Procurement Article, §§14-501 —14-505, Annotated Code of Maryland, and that are certified by the Governor's Office of Small, Minority & Women Business Affairs (GOSBA) Small Business Reserve Program are eligible for award of a contract under this Functional Area.

NOTICE

A Prospective Offeror that has received this document from a source other than eMarylandMarketplace (eMMA) <https://procurement.maryland.gov> should register on eMMA. See **Section 4.2**.

Minority Business Enterprises Are Encouraged to Respond to this Solicitation.

VENDOR FEEDBACK FORM

To help us improve the quality of State solicitations, and to make our procurement process more responsive and business friendly, please provide comments and suggestions regarding this solicitation. Please return your comments with your response. If you have chosen not to respond to this solicitation, please email or fax this completed form to the attention of the Procurement Officer (see Key Information Summary Sheet below for contact information).

Title: Statewide Agile Resources and Teams 2024
Solicitation No: BPM043644

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

2. If you have submitted a response to this solicitation, but wish to offer suggestions or express concerns, please use the REMARKS section below. (Attach additional pages as needed.)

REMARKS:

Vendor Name: _____ Date: _____

Contact Person: _____ Phone (____) ____ - _____

Address: _____

E-mail Address: _____

STATE OF MARYLAND
DEPARTMENT OF GENERAL SERVICES (DGS)
KEY INFORMATION SUMMARY SHEET

Request for Proposals	IT- Statewide Agile Resources and Teams 2024
Solicitation Number:	BPM043644
RFP Issue Date:	May 10, 2024
RFP Issuing Office:	Department of General Services (DGS or the "Department")
Procurement Officer:	Emmanuel Smith 301W. Preston Street, Mezzanine Baltimore, MD 21201
e-mail:	emmanuel.smith1@maryland.gov
Office Phone:	410-767-4586
Proposals are to be sent to:	Via eMMA (Click here for step-by-step instructions to respond to an RFP on eMMA.)
Pre-Proposal Conference:	Friday, May 17, 2024, at 11:00 am Local Time <u>Virtual Teleconference by Calendar Invitation from Procurement Officer Only</u> See Attachment A for directions and instructions.
Questions Due Date and Time	Wednesday, May 22, 2024, at 2:00 pm Local Time
Proposal Due (Closing) Date and Time:	Friday, May 31, 2024, at 2:00 pm Local Time Offerors are reminded that a completed Feedback Form is requested if a no-bid decision is made (see page ii).
MBE Subcontracting Goal:	25% (For each Functional Area)
VSBE Subcontracting Goal:	5% (For each Functional Area)
Contract Type:	Indefinite Quantity with Firm Fixed Prices for Labor Hours with Work Orders
Contract Duration:	Ten (10) Years, with no renewal options
Primary Place of Performance:	Various locations State's offices
SBR Designation:	No - Functional Area 1: Software Engineering Resources No - Functional Area 2: Software Engineering Teams Bundle Yes - Functional Area 3: IT Management Consulting Services

	If small businesses do not show interest in this Functional Area, the Procurement Officer has the right to remove the SBR designation via an Amendment on eMMA.
Federal Funding:	May be required at the Work Order Level

TABLE OF CONTENTS - RFP

1	Minimum Qualifications	1
1.1	Offeror Minimum Qualifications.....	1
2	Contractor Requirements: Scope of Work	2
2.1	Summary Statement.....	2
2.2	Background, Purpose and Goals.....	3
2.3	Responsibilities and Tasks.....	5
2.4	Deliverables.....	15
2.5	Service Level Agreement (SLA).....	17
3	Contractor Requirements: General	18
3.1	Contract Initiation Requirements.....	18
3.2	End of Contract Transition	18
3.3	Invoicing.....	20
3.4	Liquidated Damages.....	21
3.5	Disaster Recovery and Data	22
3.6	Insurance Requirements	23
3.7	Security Requirements.....	24
3.8	Problem Escalation Procedure.....	31
3.9	SOC 2 Type 2 Audit Report	32
3.10	Experience and Personnel.....	32
3.11	Substitution of Personnel.....	35
3.12	Minority Business Enterprise (MBE) Reports.....	38
3.13	Veteran Small Business Enterprise (VSBE) Reports	39
3.14	Work Orders	39
3.15	Additional Clauses.....	42
4	Procurement Instructions	44
4.1	Pre-Proposal Conference	44
4.2	eMaryland Marketplace Advantage (eMMA)	44
4.3	Questions	44
4.4	Procurement Method	45
4.5	Proposal Due (Closing) Date and Time.....	45
4.6	Multiple or Alternate Proposals.....	45

4.7 Economy of Preparation 45

4.8 Public Information Act Notice 45

4.9 Award Basis and Assignment of Work 46

4.10 Oral Presentation 46

4.11 Duration of Proposal..... 46

4.12 Revisions to the RFP 46

4.13 Cancellations 47

4.14 Incurred Expenses 47

4.15 Protest/Disputes..... 47

4.16 Offeror Responsibilities..... 47

4.17 Acceptance of Terms and Conditions..... 48

4.18 Proposal Affidavit 48

4.19 Contract Affidavit..... 48

4.20 Compliance with Laws/Arrearages 48

4.21 Verification of Registration and Tax Payment 48

4.22 False Statements 49

4.23 Payments by Electronic Funds Transfer..... 49

4.24 Prompt Payment Policy 49

4.25 Electronic Procurements Authorized..... 49

4.26 MBE Participation Goal 51

4.27 VSBE Goal 54

4.28 Living Wage Requirements 55

4.29 Federal Funding Acknowledgement..... 56

4.30 Conflict of Interest Affidavit and Disclosure 56

4.31 Non-Disclosure Agreement 57

4.32 HIPAA - Business Associate Agreement 57

4.33 Nonvisual Access 57

4.34 Mercury and Products That Contain Mercury 57

4.35 Location of the Performance of Services Disclosure 57

4.36 Department of Human Services (DHS) Hiring Agreement..... 57

4.37 Small Business Reserve (SBR) Procurement 57

4.38 Maryland Healthy Working Families Act Requirements 59

5 Proposal Format..... 60

5.1 Two Part Submission..... 60

1. Volume I –Technical Proposal 60

2. Volume II – Financial Proposal..... 60

5.2 Proposal Delivery and Packaging..... 60

5.3 Volume I - Technical Proposal..... 60

5.4 Volume II – Financial Proposal..... 67

6 Evaluation and Selection Process..... 69

6.1 Evaluation Committee 69

6.2 Technical Proposal Evaluation Criteria 69

6.3 Financial Proposal Evaluation Criteria..... 69

6.4 Reciprocal Preference..... 69

6.5 Selection Procedures..... 70

6.6 Documents Required upon Notice of Recommendation for Contract Award 71

7 RFP ATTACHMENTS AND APPENDICES..... 72

Attachment A. Pre-Proposal Conference Response Form..... 76

Attachment B. Financial Proposal Instructions & Form..... 77

Attachment C. Proposal Affidavit..... 78

Attachment D. Minority Business Enterprise (MBE) Forms 79

Attachment E. Veteran-Owned Small Business Enterprise (VSBE) Forms 80

Attachment F. Maryland Living Wage Affidavit of Agreement for Service Contracts 81

Attachment G. Federal Funds Attachments..... 83

Attachment H. Conflict of Interest Affidavit and Disclosure 87

Attachment I. Non-Disclosure Agreement (Contractor) 88

Attachment J. HIPAA Business Associate Agreement..... 89

Attachment K. Mercury Affidavit..... 90

Attachment L. Location of the Performance of Services Disclosure 91

Attachment M. Contract..... 92

Attachment N. Contract Affidavit 110

Attachment O. DHS Hiring Agreement..... 111

Attachment P. Prime Contractor List of Subcontractors 112

Appendix 1. – Abbreviations and Definitions..... 113

Appendix 2. – Offeror Information Sheet..... 117

Appendix 3. Labor Categories 118

Appendix 4. – Labor Resume Form 152

Appendix 5. – Deliverable Product Acceptance Form (DPAF) 155

Appendix 6. – Sample Work Order..... 156

1 Minimum Qualifications

1.1 Offeror Minimum Qualifications

There are no Offeror Minimum Qualifications for this procurement.

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2 Contractor Requirements: Scope of Work

2.1 Summary Statement

- 2.1.1** The Department of General Services (DGS or the Department) is issuing this Request for Proposal (RFP) in order to procure Agile resources, or teams, or a combination of both with the technical skills to support technology modernization activities and staffing service needs. These activities include both the maintenance and operations of infrastructure/platforms, applications, data repositories, reports, and dashboards using multiple agile teams while also maintaining recently developed technology as well as the design and implementation of new systems and features. IT services shall also be provided for IT related management advisory, budgeting, compliance monitoring, organizational change management, agile project team management and technical support management. The Contracts awarded as a result of this solicitation will provide the State with the flexible means of obtaining Agile resources or teams quickly and efficiently through the issuance of Work Orders specific to needs. The Work Orders may seek resources or may be product or scope of service deliverable based.
- 2.1.2** It is the State's intention to obtain services, as specified in this RFP, from a Contract between the selected Offerors and the State.
- 2.1.3** Per COMAR 21.05.03.02(A)(4)(b), discussions with Offerors will not be conducted because the time of delivery does not permit discussions.
- 2.1.4** The purpose of this RFP is to create a pool of qualified Contractors that will be engaged through a rotational Work Order process to provide services on an on-going, as needed basis. See RFP Section 4.9 Award Basis for Contract award information. DGS anticipates issuing a Work Order(s) immediately upon award according to the Work Order process in Section 3.14. All resources or teams will be requested through the Work Order process.
- A Work Order or Proposal may not in any way conflict with or supersede this Statewide Agile Resources and Teams 2024 Contract.
- 2.1.5** The Department intends to award up to forty (40) Contracts as a result of this RFP to Offerors submitting the most advantageous Proposals. Awards will be made in three Functional Areas. No more than fifteen (15) awards will be made in Functional Area 1; no more than twenty (20) awards will be made in Functional Area 2; and no more five (5) awards will be made in Functional Area 3.
- 2.1.6** Offerors may submit proposals for only one (1) Functional Area. Failure to comply with this requirement shall deem the Offeror not-susceptible for award.
- 2.1.7** Offerors are advised that, should a solicitation or other competitive award be initiated as a result of activity or recommendations arising from this RFP, the Offeror awarded this Contract may not be eligible to compete if such activity constitutes assisting in the drafting of specifications, requirement, or design thereof.
- 2.1.8** A Contract award under this RFP does not assure a Contractor that it will receive any or all State business under the RFP.
- 2.1.9** All Offerors, either directly or through its subcontractor(s), must be able to provide all goods and services and meet all of the requirements in the proposed Functional Area requested in this solicitation and the successful Offeror (the Contractor) shall remain

responsible for Contract performance regardless of subcontractor participation in the work.

2.1.10 Maryland State and local entities, and not-for-profit entities within the State of Maryland, as defined in State Finance and Procurement 13-110(a)(5) - (7), may purchase from the Contractor goods or services covered by the Contract at the same prices chargeable to the State. All such purchases by non-executive branch entities, non-State governments, government agencies or **not-for-profit entities**:

- A. Shall constitute Contracts between the Contractor and that government, agency or not-for-profit entity;
- B. Shall not constitute purchases by the State or State agencies under the Contract;
- C. Shall not be binding or enforceable against the State; and
- D. May be subject to other terms and conditions agreed to by the Contractor and the purchaser.

2.2 Background, Purpose and Goals

2.2.1. Background and Purpose

The Department of General Services will manage this Statewide contract. The State's overarching purpose is to provide State agencies with Agile resources and/ or team support that possess the technical, design, and product management skills needed to modernize and maintain their IT systems.

2.2.2. State Agencies Office of Information Technology (IT)

Multiple State Agencies' Office of Information Technology, as applicable, focus on the delivery of technology services with professionalism and commitment to the customer's experience.

- A. Multiple State Agencies' Office of Information Technology is composed of two major divisions: Application Support Services and Technical Services.
 - a. Application Support Services provide technical and operational support to the users of applications and services for all local jurisdictions. The Support team is the communication agent for statewide notification and serves as the principal and full range contact for help desk or service desk functions providing IT solutions, including process solutions required to resolve system issues for both internal and external customers to maintain and deliver mission critical operations.
 - b. The Technical Services team supports the Agency's infrastructure including computer hardware, software, office applications, upgrades, external connections, Voice over Internet Protocol (VoIP), Private Branch eXchange (PBX) and mobile systems, and agencies specific DGS cloud applications and systems. The unit also defines agency IT standards, reviews technical solutions, and provides training and top-level support to the IT staff in the local offices. All of this work is done using the following teams:

- 1. Customer Service

2. Network Services
 3. Enterprise Administration
 4. Desktop Support
 5. Telephony
 6. Security
 7. Application Support
 8. Application Governance.
- B. Customer Service Unit – Provides Service Desk Support to all DGS users statewide; supports telecommunications; and maintains voice and data connectivity to more than 100 locations.
- C. Network Services – Designs, implements, manages, and delivers network solutions including components such as agency firewalls, VPN, intrusion detection, and network access controls.

2.2.3. Project Goals

This RFP requests resources and/ or teams with proven experience in the latest technology and software to design and implement the systems needed for all agencies. Specific project objectives will be identified at the Work Order level, but they can include:

- A. Improved workflows and the reduction of manual processes that currently result in state inefficiencies and compromised data integrity.
- B. Added ability to rapidly scale up or down (elasticity) based on user capacity needs.
- C. Advanced reporting capabilities with standard built-in reports and the ability to generate user-customizable ad hoc reports.
- D. A modern graphical user interface with value-added tools that will improve usability and efficiency.
- E. Access to new tools to eliminate workarounds and improve business processes, thus resulting in increased productivity and service quality.
- F. Promote interoperability and interagency connectivity.
- G. Provide more efficient and effective delivery of high-quality services and programs to improve the outcomes and the quality of life for the people of Maryland.
- H. Web-based access to applications to allow users to work from anywhere and seamlessly process applications to provide benefits to citizens of Maryland.
Provide oversight support in the transfer and or development, modification, implementation, enhancement, documentation, training, and turnover of new systems development or major enhancements within needed State's agencies.**Current Environment**
Current Environment may vary from agency to agency. For example:
 - A. The State has centralized cloud implementations cloud based, shared services platform currently on Amazon Web Services (AWS), established as a multi-tenant cloud hosting service that several services applications from multiple State agencies can leverage for their specific applications.
 - B. The platform is based on the concept of open-source architecture with micro-services Application Programming Interface (API)s. The State is its own system integrator and directly manages the applications and environments on the platform.

2.2.5. State Staff and Roles

In addition to the Procurement Officer and Contract Manager/Designee, the State also includes the following staff responsible for the direction and acceptance of work performed under the RFP:

- A. DGS Office of State Procurement (OSP)
 - 1) The State will provide a Contract Manager to coordinate all contracting activities for which a Contractor may be selected through Work Orders.
- B. Additional State Management
 - 1) The State will provide additional Management staff at the using agencies level who are the primary staff responsible for the oversight, delivery, and operations of their assigned applications and/or systems. Resources provided by Contractors will be assigned to specific people under the applicable Work Order.
 - 2) Additional Management staff and/or designee at the using agencies level will provide technical guidance, work assignments, oversight, and technical acceptance of completed tasks for the resource provided by the Contractors. Contractors may assist with the technical guidance and work assignments as appropriate based on skill set and experience, but oversight remains the responsibility of the using agency.

2.2.6. Other State Responsibilities

- A. The State will provide normal office working facilities reasonably necessary for Contractor's performance under this RFP. Any special requirements (e.g., reprographic services, computer time, key data entry and access cards) shall be identified.
- B. The State is responsible for providing required information, data, documentation, and test data to facilitate the Contractor's performance of the work and will provide such additional assistance and services as is specifically set forth.
- C. The State may provide an Agile Team Tool that may be used to assign work, track hours spent on a particular task, and measure completion of work for acceptance purposes. The Offeror may provide an Agile Team Tool and provide access to state personnel.

2.3 Responsibilities and Tasks

2.3.1 General Requirements

2.3.1.1 The scope of this solicitation encompasses the following three (3) Functional Areas:

- A. Functional Area 1: Software Engineering Resources
- B. Functional Area 2: Software Engineering Teams Bundle
- C. Functional Area 3: IT Management Consulting

2.3.1.2 For Functional Area 1, Software Engineering Resources.

- A. Description - Resources to provide full life cycle of a software system development, including process definition; requirements management (project planning, quality assurance, project tracking and oversight, organizational process focus); software metrics; software process assessments; software capability evaluations; software project management; software certification; software validation and verification; open systems; software architecture; software reengineering; software reuse; component

based software; software security; supervising software configuration management; and CASE tools.

- B. The Contractor must be able to provide resources to perform the following functions and service:
 - 1. Estimate software development effort and schedules.
 - 2. Manage full life cycle software system development.
 - 3. Design software tools and subsystems to support software reuse and domain analyses and manage their implementation.
 - 4. Ongoing cloud infrastructure, system development and maintenance support including building new systems, troubleshooting and resolving issues.
 - 5. Research and prioritize user needs and pain points, interpret software requirements, design specifications to code, manage software development and support (using formal specifications, data flow diagrams, and other accepted design techniques and tools), integrate and test software components.
 - 6. Estimate and track software quality attributes.
 - 7. Develop, configure, and manage component-based software at various State of Maryland using agencies.
 - 8. Supervising software configuration management.
 - 9. Support Data Governance, Data Management, Reporting, Analytics, Data Architecture.

2.3.1.3 Functional Area 2, **Software Engineering Teams Bundle.**

- A. Service to provide an agile team to execute a clearly defined deliverable, consistent with the project description, objectives, and outcomes. This includes software modules or components (code), documentation, testing artifacts, deployment packages, and training materials, and unless advised otherwise, follow agile methodologies for execution.
- B. The Contractor must be able to provide the following functions as part of the deliverable:
 - 1. Agile methodology adopted.
 - 2. Team composition, with roles and responsibilities, including Product Owner, Scrum Master, Architects, Developers, Testers, UX/UI Designers
 - 3. Sprint Planning and Execution in alignment with State development and release cycles, and also includes sprint cycle planning and outcomes, backlog grooming, sprint reviews, and retrospectives.

4. Quality Assurance and Testing, to include code reviews, unit testing, integration, regression, and acceptance testing.
 5. Documentation and knowledge transfer for all deliverables, including code documentation.
 6. Deployment and release management including version control, deployment automation, and rollback strategies in alignment with security and compliance requirements from the sponsor agency and DoIT OSM
 7. Establish change management protocols for change requests.
 8. Identify risks and mitigation strategies associated with project/deliverable.
 9. Define key performance indicators for measuring success of project/deliverable.
 10. Define and track budget and project timeline with key milestones and deadlines.
- C. The Contractor must be able to provide the following functions and services:
1. Estimate software development effort and schedules.
 2. Manage Full life cycle software system development.
 3. Design software tools and subsystems to support software reuse and domain analyses and manage their implementation.
 4. Ongoing cloud infrastructure, system development and maintenance support including building new systems, troubleshooting and resolving issues.
 5. Research and prioritize user needs and pain points, interpret software requirements, design specifications to code, manage software development and support (using formal specifications, data flow diagrams, and other accepted design techniques and tools), integrate and test software components.
 6. Estimate and track software quality attributes.
 7. Develop, configure, and manage component-based software at various State of Maryland using agencies.
 8. Supervising software configuration management.
 9. Support Data Governance, Data Management, Reporting, Analytics, Data Architecture.

2.3.1.4 For Functional Area 3 IT Management Consulting Services.

- A. Description – Provide resources to plan, manage and implement IT Systems.

- B. The Contractor must be able to provide resources to perform the following functions and services:
1. Estimate software development effort and schedules.
 2. Manage Full life cycle software system development.
 3. Process definition and reengineering.
 4. Requirements management (project planning, quality assurance, project tracking and oversight, organizational process focus).
 5. Project and Program management, certification, validation, and verification.
 6. Review existing programs and assist in making refinements, performance improvements, and improving current techniques.
 7. Analyze and document complex system requirements.
 8. Management Consulting
 9. Organizational Change Management
 10. System compliance
 11. Strategic Planning

2.3.2 Project Methodology

The Contractor shall implement the Scaled Agile Framework (SAFe 5.0 - <https://www.scaledagileframework.com/> or later version) unless otherwise noted in the Work Order for development and implementation methodology, which has been adopted by the State on an enterprise-wide basis. 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.

2.3.3 Personnel Requirements

The Contractor and all candidates selected through the Work Order process shall comply with all State guidance regarding information controls, cybersecurity, employment laws, immigration laws, and any other applicable requirements because of State and Federal funding. Any Personnel provided under this RFP shall maintain any professional certifications and security clearances required by a Work Order for the duration of the resulting Work Order.

The below Labor Categories are applicable for positions under this RFP.

2.3.3.1 For Functional Area 1 Software Engineering, the following positions are applicable:

1. Accessibility Testing Specialist - **(Reference Appendix 3, #1)**
2. Administrator, Systems - **(Reference Appendix 3, #2)**

3. Analyst, Computer Software/Integration (Senior) - **(Reference Appendix 3, #5)**
4. Analyst, Computer Systems (Junior) - **(Reference Appendix 3, #6)**
5. Analyst, Computer Systems (Senior) - **(Reference Appendix 3, #7)**
6. Analyst, Systems (Junior) - **(Reference Appendix 3, #10)**
7. Analyst, Systems (Senior) - **(Reference Appendix 3, 11)**
8. Application Database Administrator (Junior) - **(Reference Appendix 3, #12)**
9. Application Database Administrator (Senior) - **(Reference Appendix 3, #13)**
10. Application Developer, Advanced Technology (Junior) - **(Reference Appendix 3, #14)**
11. Application Developer, Advanced Technology (Senior) - **(Reference Appendix 3, #15)**
12. Applications Development Expert - **(Reference Appendix 3, #16)**
13. Application Operations Engineer - **(Reference Appendix 3, #17)**
14. Applications Programmer - **(Reference Appendix 3, #18)**
15. Architect (Information Technology, Senior) - **(Reference Appendix 3, #19)**
16. Architect, Application (Senior) - **(Reference Appendix 3, #20)**
17. Architect, Internet/Web - **(Reference Appendix 3, #21)**
18. Architect, Systems (Junior) - **(Reference Appendix 3, #22)**
19. Architect, Systems (Senior) - **(Reference Appendix 3, #23)**
20. Business Intelligence Developer - **(Reference Appendix 3, #24)**
21. Computer Programmer (Junior) - **(Reference Appendix 3, #25)**
22. Computer Programmer (Senior) - **(Reference Appendix 3, #26)**
23. Computer Specialist (Junior) - **(Reference Appendix 3, #27)**
24. Computer Specialist (Senior) - **(Reference Appendix 3, #28)**
25. Computer Systems Programmer (Junior) - **(Reference Appendix 3, #29)**
26. Computer Systems Programmer (Senior) - **(Reference Appendix 3, #30)**
27. Database Management Specialist (Junior) - **(Reference Appendix 3, #31)**
28. Database Management Specialist (Senior) - **(Reference Appendix 3, #32)**
29. Database Manager - **(Reference Appendix 3, #33)**
30. Data Analyst - **(Reference Appendix 3, #34)**
31. Data Architect - **(Reference Appendix 3, #35)**
32. Data Engineer - **(Reference Appendix 3, #36)**
33. Data Scientist - **(Reference Appendix 3, #37)**
34. Data Center Technical support - **(Reference Appendix 3, #38)**
35. DevOps Engineer (Junior) - **(Reference Appendix 3, #39)**
36. DevOps Engineer (Senior) - **(Reference Appendix 3, #40)**

37. Engineering Manager - **(Reference Appendix 3, #42)**
38. Engineer, Systems Design - **(Reference Appendix 3, #43)**
39. Engineer, Information - **(Reference Appendix 3, #44)**
40. Engineer, Software - **(Reference Appendix 3, #45)**
41. Engineer, Systems (Junior) - **(Reference Appendix 3, #46)**
42. Engineer, Systems (Senior) - **(Reference Appendix 3, #47)**
43. Help Desk Specialist (Junior) - **(Reference Appendix 3, #49)**
44. Help Desk Specialist (Senior) - **(Reference Appendix 3, #50)**
45. Machine Learning Engineer - **(Reference Appendix 3, #52)**
46. Network Administrator - **(Reference Appendix 3, #53)**
47. Product Manager (Junior) - **(Reference Appendix 3, #54)**
48. Product Manager (Senior) - **(Reference Appendix 3, #55)**
49. Quality Assurance Consultant (Senior) - **(Reference Appendix 3, #63)**
50. Quality Assurance Manager - **(Reference Appendix 3, #64)**
51. Quality Assurance Specialist - **(Reference Appendix 3, #65)**
52. RTE/ Release Train Engineer (Junior) - **(Reference Appendix 3, #66)**
53. RTE/Release Train Engineer (Senior) - **(Reference Appendix 3, #67)**
54. Scrum Master (Junior) - **(Reference Appendix 3, #68)**
55. Scrum Master (Senior) - **(Reference Appendix 3, #69)**
56. Subject Matter Expert - **(Reference Appendix 3, #70)**
57. Subject Matter Expert (Senior) - **(Reference Appendix 3, #71)**
58. Telecommunications Engineer (Junior) - **(Reference Appendix 3, #73)**
59. Telecommunications Engineer (Senior) - **(Reference Appendix 3, #74)**
60. Testing Specialist - **(Reference Appendix 3, #75)**
61. User Experience /Service Designer (Junior) - **(Reference Appendix 3, #77)**
62. User Experience /Service Designer (Senior) - **(Reference Appendix 3, #78)**
63. Value Stream Engineer (Junior) - **(Reference Appendix 3, #79)**
64. Value Stream Engineer (Senior) - **(Reference Appendix 3, #80)**

2.3.3.2 For Functional Area 2 Software Engineering Teams Bundle, the following positions are applicable:

Please review Section 5.4 of this RFP requiring hourly labor rates for Functional Area 2 for the following labor categories:

1. Accessibility Testing Specialist - **(Reference Appendix 3, #1)**
2. Administrator, Systems - **(Reference Appendix 3, #2)**
3. Agile Coach (Junior) - **(Reference Appendix 3, #3)**
4. Agile Coach (Senior) - **(Reference Appendix 3, #4)**
5. Analyst, Computer Software/Integration (Senior) - **(Reference Appendix 3, #5)**
6. Analyst, Computer Systems (Junior) - **(Reference Appendix 3, #6)**
7. Analyst, Computer Systems (Senior) - **(Reference Appendix 3, #7)**
8. Analyst, Financial (Junior) - **(Reference Appendix 3, #)**
9. Analyst, Financial (Senior) - **(Reference Appendix 3, #9)**
10. Analyst, Systems (Junior) - **(Reference Appendix 3, #10)**
11. Analyst, Systems (Senior) - **(Reference Appendix 3, #11)**
12. Application Database Administrator (Junior) - **(Reference Appendix 3, #12)**
13. Application Database Administrator (Senior) - **(Reference Appendix 3, #13)**
14. Application Developer, Advanced Technology (Junior) - **(Reference Appendix 3, #14)**
15. Application Developer, Advanced Technology (Senior) - **(Reference Appendix 3, #15)**
16. Applications Development Expert - **(Reference Appendix 3, #16)**
17. Application Operations Engineer - **(Reference Appendix 3, #17)**
18. Applications Programmer - **(Reference Appendix 3, #18)**
19. Architect (Information Technology, Senior) - **(Reference Appendix 3, #19)**
20. Architect, Application (Senior) - **(Reference Appendix 3, #20)**
21. Architect, Internet/Web - **(Reference Appendix 3, #21)**
22. Architect, Systems (Junior) - **(Reference Appendix 3, #22)**
23. Architect, Systems (Senior) - **(Reference Appendix 3, #23)**
24. Business Intelligence Developer - **(Reference Appendix 3, #24)**
25. Computer Programmer (Junior) - **(Reference Appendix 3, #25)**
26. Computer Programmer (Senior) - **(Reference Appendix 3, #26)**
27. Computer Specialist (Junior) - **(Reference Appendix 3, #27)**
28. Computer Specialist (Senior) - **(Reference Appendix 3, #28)**
29. Computer Systems Programmer (Junior) - **(Reference Appendix 3, #29)**
30. Computer Systems Programmer (Senior) - **(Reference Appendix 3, #30)**
31. Database Management Specialist (Junior) - **(Reference Appendix 3, #31)**
32. Database Management Specialist (Senior) - **(Reference Appendix 3, #32)**
33. Database Manager - **(Reference Appendix 3, #33)**
34. Data Analyst - **(Reference Appendix 3, #34)**

35. Data Architect - **(Reference Appendix 3, #35)**
36. Data Engineer - **(Reference Appendix 3, #36)**
37. Data Scientist - **(Reference Appendix 3, #37)**
38. Data Center Technical support - **(Reference Appendix 3, #38)**
39. DevOps Engineer (Junior) - **(Reference Appendix 3, #39)**
40. DevOps Engineer (Senior) - **(Reference Appendix 3, #40)**
41. Documentation Specialist - **(Reference Appendix 3, #41)**
42. Engineering Manager - **(Reference Appendix 3, #42)**
43. Engineer, Systems Design - **(Reference Appendix 3, #43)**
44. Engineer, Information - **(Reference Appendix 3, #44)**
45. Engineer, Software - **(Reference Appendix 3, #45)**
46. Engineer, Systems (Junior) - **(Reference Appendix 3, #46)**
47. Engineer, Systems (Senior) - **(Reference Appendix 3, #47)**
48. Group Facilitator (Senior) - **(Reference Appendix 3, #48)**
49. Help Desk Specialist (Junior) - **(Reference Appendix 3, #49)**
50. Help Desk Specialist (Senior) - **(Reference Appendix 3, #50)**
51. IT Professional (Senior) - **(Reference Appendix 3, #51)**
52. Machine Learning Engineer - **(Reference Appendix 3, #52)**
53. Network Administrator - **(Reference Appendix 3, #53)**
54. Product Manager (Junior) - **(Reference Appendix 3, #54)**
55. Product Manager (Senior) - **(Reference Appendix 3, #55)**
56. Product Owner (Junior) - **(Reference Appendix 3, #56)**
57. Product Owner (Senior) - **(Reference Appendix 3, #57)**
58. Program Administration Specialist - **(Reference Appendix 3, #58)**
59. Program Manager - **(Reference Appendix 3, #59)**
60. Project Control Specialist - **(Reference Appendix 3, #60)**
61. Project Manager - **(Reference Appendix 3, #61)**
62. Project Manager (Technical) - **(Reference Appendix 3, #62)**
63. Quality Assurance Consultant (Senior) - **(Reference Appendix 3, #63)**
64. Quality Assurance Manager - **(Reference Appendix 3, #64)**
65. Quality Assurance Specialist - **(Reference Appendix 3, #65)**
66. RTE/ Release Train Engineer (Junior) - **(Reference Appendix 3, #66)**
67. RTE/Release Train Engineer (Senior) - **(Reference Appendix 3, #67)**

68. Scrum Master (Junior) - **Reference Appendix 3, #68)**
69. Scrum Master (Senior) - **Reference Appendix 3, #69)**
70. Subject Matter Expert - **(Reference Appendix 3, #70)**
71. Subject Matter Expert (Senior) - **(Reference Appendix 3, #71)**
72. Technical Writer/Editor - **(Reference Appendix 3, #72)**
73. Telecommunications Engineer (Junior) - **(Reference Appendix 3, #73)**
74. Telecommunications Engineer (Senior) - **(Reference Appendix 3, #74)**
75. Testing Specialist - **(Reference Appendix 3, #75)**
76. Training Specialist/Instructor - **(Reference Appendix 3, #76)**
77. User Experience /Service Designer (Junior) - **(Reference Appendix 3, #77)**
78. User Experience /Service Designer (Senior) - **(Reference Appendix 3, #78)**
79. Value Stream Engineer (Junior) - **(Reference Appendix 3, #79)**
80. Value Stream Engineer (Senior) - **(Reference Appendix 3, #80)**

2.3.3.3. Functional Area 3 IT Management Consulting Services, the following positions are applicable:

1. Agile Coach (Junior) - **(Reference Appendix 3, #3)**
2. Agile Coach (Senior) - **(Reference Appendix 3, #4)**
3. Analyst, Financial (Junior) - **(Reference Appendix 3, #8)**
4. Analyst, Financial (Senior) - **(Reference Appendix 3, #9)**
5. Analyst, Systems (Junior) - **(Reference Appendix 3, #10)**
6. Analyst, Systems (Senior) - **(Reference Appendix 3, #11)**
7. Documentation Specialist - **(Reference Appendix 3, #41)**
8. Group Facilitator (Senior) - **(Reference Appendix 3, #48)**
9. IT Professional (Senior) - **(Reference Appendix 3, #51)**
10. Program Administration Specialist - **(Reference Appendix 3, #58)**
11. Product Manager (Junior) - **(Reference Appendix 3, #54)**
12. Product Manager (Senior) - **(Reference Appendix 3, #55)**
13. Product Owner (Junior) - **(Reference Appendix 3, #56)**
14. Product Owner (Senior) - **(Reference Appendix 3, #57)**
15. Program Manager - **(Reference Appendix 3, #59)**
16. Project Control Specialist - **(Reference Appendix 3, #60)**
17. Project Manager - **(Reference Appendix 3, #61)**
18. Project Manager (Technical) - **(Reference Appendix 3, #62)**

19. Scrum Master (Junior) - **(Reference Appendix 3, #68)**
20. Scrum Master (Senior) - **(Reference Appendix 3, #69)**
21. Subject Matter Expert - **(Reference Appendix 3, #70)**
22. Subject Matter Expert (Senior) - **(Reference Appendix 3, #71)**
23. Technical Writer/Editor - **(Reference Appendix 3, #72)**
24. Training Specialist/Instructor - **(Reference Appendix 3, #76)**

2.3.4 Contractor Responsibilities

In addition to the specific items listed under **Section 3 Contractor Requirements**, Contractors shall respond promptly to requests from the State and ensure compliance of their processes and resources with applicable State and Federal Law.

2.3.5 Contractor-Supplied Hardware, Software, and Materials

- A. By responding to this RFP or subsequent Work Orders and accepting a subsequent Contract award, the Offeror specifically agrees that for any software, hardware or hosting service that it proposes, the State will have the right to purchase such item(s) from another source, instead of from the selected Offeror.
- B. SaaS applications shall be accessible from various client devices through a thin client interface such as a Web browser (e.g., Web-based email) or a program interface.
- C. 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.
- D. All Upgrades and regulatory updates shall be provided at no additional cost.
- E. The State requires that the Offeror price individual software modules separately.
- F. The State also requires that the Offeror provide fully functional, generally available software and multiple-user licenses for purchase as needed throughout the life of the Contract.
- G. The Contractor shall install and provide all documentation for the software furnished under the Contract.

2.3.6 Required Project Policies, Guidelines and Methodologies

Contractors 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. The offeror is required to review all applicable links provided below and state compliance in its response.

It is the responsibility of the Contractors to ensure adherence and to remain abreast of new or revised laws, regulations, policies, standards and guidelines affecting project execution. These include, but are not limited to:

- A. The State of Maryland System Development Life Cycle (SDLC) methodology at: <http://doit.maryland.gov/SDLC/Pages/agile-sdlc.aspx>;
- B. The State of Maryland Information Technology Security Policy and Standards at: <https://doit.maryland.gov/policies/Pages/20-07-IT-Security-Policy.aspx>;
- C. The State of Maryland Information Technology Non-Visual Standards at: <http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx>;

- D. The State of Maryland Information Technology Project Oversight at: www.DoIT.maryland.gov - keyword: IT Project Oversight;
- E. Contractors shall follow project management methodologies consistent with the most recent edition of the Project Management Institute's *Project Management Body of Knowledge Guide*;
- F. Contractors shall follow project management methodologies consistent with the most current industry standards and guidelines in Scaled Agile Framework (SAFe 5.0 or later) - <https://www.scaledagileframework.com/>
- G. Contractor Personnel shall follow a consistent methodology for all Work Order activities.

2.3.7 Product Requirements

This Section is not applicable to this RFP.

2.3.8 Maintenance and Support

Contractors shall coordinate with the State to maintain all hardware and provided software to ensure that resources or services as a result of a Work Order are able to perform their work as directed by the State.

2.4 Deliverables

2.4.1 Deliverable Submission

Specific deliverables will be provided and outlined in individual Work Orders.

The information below is provided as the general requirements for deliverable submissions. The specific details for each deliverable submission will be determined at the Work Order level.

- A. For every deliverable, the Contractor shall request the Contract Manager/Designee confirm receipt of that deliverable by sending an e-mail identifying the deliverable name and date of receipt.
- B. For every deliverable, the Contractor shall submit to the Contract Manager/Designee, by e-mail, an Agency Deliverable Product Acceptance Form (DPAF), an example of which is provided on the DoIT web page here: http://doit.maryland.gov/contracts/Documents/_procurementForms/DeliverableProductAcceptanceForm-DPAFsample.pdf.
- C. Deliverable under this Contract are defined as the completion and acceptance according to the "Definition of Done" of the iterations completed, which are based on the Agile Software Development Methodology. This methodology defines the repeatable process of providing development and deployment services in small iterations lasting two to five weeks which results in the delivery of human centered design, usable software, data, or product, which have little to no inherent defects.
- D. A standard deliverable review cycle will be elaborated and agreed-upon between the State and the Contractor. This review process is entered into when the Contractor completes a deliverable.
- E. For any written deliverable, the Contract Manager/Designee may request a draft version of the deliverable, to comply with the minimum deliverable quality criteria listed in **Section 2.4.3 Minimum Deliverable Quality**. Drafts of each final deliverable, except status reports, are required at least two weeks in advance of when the final deliverables are due (with the exception of deliverables due at the beginning of the project where this lead time is not

possible, or where draft delivery date is explicitly specified). Draft versions of a deliverable shall comply with the minimum deliverable quality criteria listed in **Section 2.4.3 Minimum Deliverable Quality**.

2.4.2 Deliverable Acceptance

- A.** A final deliverable shall satisfy the scope and requirements of the Work Order for that deliverable, including the quality and acceptance criteria for a final deliverable as defined in **Section 2.4.4 Deliverable Descriptions/Acceptance Criteria**.
- B.** The Contract Manager/Designee shall review a final deliverable to determine compliance with the acceptance criteria as defined for that deliverable. The Contract Manager/Designee is responsible for coordinating comments and input from various team members and stakeholders. The Contract Manager/Designee is responsible for providing clear guidance and direction to the Contractor in the event of divergent feedback from various team members.
- C.** The Contract Manager/Designee will issue to the Contractor a notice of acceptance or rejection of the deliverable in the DPAF (see online sample). Following the return of the DPAF indicating “Accepted” and signed by the Contract Manager/Designee, the Contractor shall submit a proper invoice in accordance with the procedures in **Section 3.3**. The invoice must be accompanied by a copy of the executed DPAF or payment may be withheld.
- D.** In the event of rejection, the Contract Manager/Designee will formally communicate in writing any deliverable deficiencies or non-conformities to the Contractor, describing in those deficiencies what shall be corrected prior to acceptance of the deliverable in sufficient detail for the Contractor to address the deficiencies. The Contractor shall correct deficiencies and resubmit the corrected deliverable for acceptance within the agreed-upon time period for correction.

2.4.3 Minimum Deliverable Quality

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

Each deliverable shall meet the following minimum acceptance criteria:

- A.** Be presented in a format appropriate for the subject matter and depth of discussion.
- B.** Be organized in a manner that presents a logical flow of the deliverable’s content.
- C.** Represent factual information reasonably expected to have been known at the time of submittal.
- D.** In each section of the deliverable, include only information relevant to that section of the deliverable.
- E.** Contain content and presentation consistent with industry best practices in terms of deliverable completeness, clarity, and quality.
- F.** Meets the acceptance criteria applicable to that deliverable, including any State policies, functional or non-functional requirements, or industry standards.
- G.** Contains no structural errors such as poor grammar, misspellings or incorrect punctuation.
- H.** Must contain the date, author, and page numbers. When applicable for a deliverable, a revision table must be included.

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

2.4.4 Deliverable Descriptions/Acceptance Criteria

Deliverables and criteria will be outlined in individual Work Orders.

Deliverables Summary Table*

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
5.3.2.F(6)	Staffing Plan	Microsoft Word	Initial Delivery: RFP Response Updates: Annually every Contract Year
3.2	Draft Transition Out Plan	Microsoft Word	Initial Delivery: NTP + 90 Days Updates: Annually 90 Calendar Days, in advance of Work Order end date.

*The deliverables summary table may not list every contractually required deliverable. Offerors and Contractors should read the RFP thoroughly for all Contract requirements and deliverables.

2.5 Service Level Agreement (SLA)

SLAs will be established at the Work Order Level.

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3 Contractor Requirements: General

3.1 Contract Initiation Requirements

- A. Contractor shall schedule and hold a kickoff meeting within 10 Business Days of NTP Date. At kickoff, the Contractor shall furnish an updated Staffing Plan to the State. “Contract Notice to Proceed Date (NTP Date)” to differentiate between Work Order NTPs.
- B. An initial Work Order will be issued. Contractors shall participate in all Transition-In activities.

3.2 End of Work Order Transition

- 3.2.1 The Contractors shall provide transition assistance as requested by the State to facilitate the orderly transfer of services to the State or a follow-on contractor, for a period up to 60 days prior to Work Order end date, or the termination thereof. Such transition efforts shall consist, but not to be limited to:
 - A. Provide additional services and support as requested to successfully complete the transition;
 - B. Maintain the services called for by the Work Order at the required level of proficiency;
 - C. Provide updated System Documentation, as appropriate; and
 - D. Provide current operating procedures (as appropriate).
- 3.2.2 The Contractor shall work toward a prompt and timely transition, proceeding in accordance with the directions of the Contract Manager/Designee. The Contract Manager/Designee may provide the Contractor with additional instructions to meet specific transition requirements prior to the end of the Work Order.
- 3.2.3 The Contractor shall ensure that all necessary knowledge and materials for the tasks completed are transferred to the custody of State personnel or a third party, as directed by the Contract Manager/Designee.
- 3.2.4 The Contractor shall support end-of-Work Order transition efforts with technical and project support to include but not be limited to:
 - A. The Contractor shall provide a draft Transition-Out Plan NTP +90 days, annually, and 90 Calendar Days, in advance of Contract end date.
 - B. The Transition-Out Plan shall address at a minimum the following areas:
 - 1) Any staffing concerns/issues related to the closeout of the Work Order;
 - 2) Communications and reporting process between the Contractor, the Department and the Contract Manager/Designee;
 - 3) Security and system access review and closeout;
 - 4) Any hardware/software inventory or licensing including transfer of any point of contact for required software licenses to the Department or a designee;
 - 5) Any final training/orientation of Department staff;

- 6) Connectivity services provided, activities and approximate timelines required for Transition-Out;
- 7) Knowledge transfer, to include:
 - a) A working knowledge of the current system environments as well as the general business practices of the Department;
 - b) Review with the Department the procedures and practices that support the business process and current system environments;
 - c) Working knowledge of all technical and functional matters associated with the Solution, its architecture, data file structure, interfaces, any batch programs, and any hardware or software tools utilized in the performance of the Contract;
 - d) Detailed the process for securely transferring all operational, historical, and transactional data to a state-controlled server, ensuring data integrity and continuity. This includes specifying the format, encryption standards, and transfer protocols to be used.
 - e) Provide comprehensive documentation on data structures, schemas, dictionaries, and metadata definitions to ensure the Department's full understanding and capability to utilize the exported data effectively.
 - f) Documentation that lists and describes all hardware and software tools utilized in the performance of the Contract;
 - g) A working knowledge of various utilities and corollary software products used in support and operation of the Solution;
- 8) Plans to complete tasks and any unfinished work items (including open change requests, and known bug/issues); and
- 9) Any risk factors with the timing and the Transition-Out schedule and transition process. The Contractor shall document any risk factors and suggested solutions.
- 10) The Contractor shall ensure all documentation and data including, but not limited to, System Documentation and current operating procedures, is current and complete with a hard and soft copy in a format prescribed by the Contract Manager/Designee.
- 11) The Contractor shall provide copies of any current daily and weekly back-ups to the Department or a third party as directed by the Contract Manager/Designee as of the final date of transition, but no later than the final date of the Work Order.
- 12) Access to any data or configurations of the furnished product and services shall be available after the expiration of the Work Order as described in **Section 3.2.5**.

3.2.5 Return and Maintenance of State Data

- A. Upon termination or the expiration of the Contract Term, the Contractor shall: (1) return to the State all State data in either the form it was provided to the Contractor or in a mutually agreed format along with the schema necessary to read such data; (2) preserve, maintain, and

protect all State data until the earlier of a direction by the State to delete such data or the expiration of 90 days (“the retention period”) from the date of termination or expiration of the Contract term; (3) after the retention period, the Contractor shall securely dispose of and permanently delete all State data in all of its forms, (such as, but not limited to disk, CD/DVD, backup tape and paper) such that it is not recoverable, according to National Institute of Standards and Technology (NIST)-approved methods with certificates of destruction to be provided to the State; and (4) prepare an accurate accounting from which the State may reconcile all outstanding accounts. The final monthly invoice for the services provided hereunder shall include all charges for the 90-day data retention period.

- B. During any period of service suspension, the Contractor shall maintain all State data in its then existing form, unless otherwise directed in writing by the Contract Manager/Designee.
- C. In addition to the foregoing, the State shall be entitled to any post-termination/expiration assistance generally made available by Contractor with respect to the services.

3.3 Invoicing

3.3.1 General

- A. The Contractor shall send the original of each invoice and signed authorization to invoice to the Contract Manager or Contract Manager’s designee, typically within the using Agency that issued the Work Order.
- B. All invoices for services shall be verified by the Contractor as accurate at the time of submission.
- C. An invoice not satisfying the requirements of a Proper Invoice (as defined at COMAR 21.06.09.01 and .02) cannot be processed for payment. To be considered a Proper Invoice, invoices must include the following information, without error:
 - 1) Contractor name and address;
 - 2) Remittance address;
 - 3) Federal taxpayer identification (FEIN) number, social security number, as appropriate;
 - 4) Invoice period (i.e. time period during which services covered by invoice were performed);
 - 5) Invoice date;
 - 6) Invoice number;
 - 7) State assigned Contract number;
 - 8) State assigned (Blanket) Purchase Order number(s);
 - 9) Goods or services provided;
 - 10) Amount due; and
 - 11) Any additional documentation required by regulation or the Contract.
- D. The Department reserves the right to reduce or withhold Contract payment in the event the Contractor does not provide the Department with all required deliverables within the time frame specified in the Contract or otherwise breaches the terms and conditions of the

Contract until such time as the Contractor brings itself into full compliance with the Contract.

- E. Any action on the part of the Department, or dispute of action by the Contractor, shall be in accordance with the provisions of Md. Code Ann., State Finance and Procurement Article §§ 15-215 through 15-223 and with COMAR 21.10.04.
- F. 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.
- G. Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the Contract. In no event shall any invoice be submitted later than 60 calendar days from the Contract termination date.

3.3.2 Invoice Submission Schedule

The Contractor shall submit invoices in accordance with the following schedule:

- A. The Contractor shall send the original of each invoice and signed authorization to invoice to the Contract Manager/designee.
- B. For items of work for which there is annual pricing (based on hourly labor rates), see **Attachment B**– Financial Proposal Form, those items shall be billed in equal monthly installments for the applicable Contract year in the month following the performance of the services.

3.3.3 For the purposes of the 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 concerning performance under the Contract and compliance with its provisions.

3.3.4 Travel Reimbursement

Travel will not be reimbursed under this RFP.

3.4 Liquidated Damages

3.4.1 MBE Liquidated Damages

MBE liquidated damages are identified in Attachment M.

3.4.2 Liquidated Damages other than MBE

THIS SECTION IS INAPPLICABLE TO THIS RFP.

3.5 Disaster Recovery and Data

All disaster recovery and data shall be stored and maintained within the Continental United States of America.

The following requirements apply to the Contract for Functional Area 2- Software Engineering Teams Bundle:

3.5.1 Redundancy, Data Backup and Disaster Recovery

- A. Unless specified otherwise in the RFP, Contractor shall 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 Contract term. Any force majeure provisions of the Contract do not limit the Contractor's obligations under this provision.
- B. The Contractor shall have robust contingency and disaster recovery (DR) plans in place to ensure that the services provided under the Contract will be maintained in the event of disruption to the Contractor/subcontractor's operations (including, but not limited to, disruption to information technology systems), however caused.
 - 1) The Contractor shall furnish a DR site.
 - 2) The DR site shall be at least 100 miles from the primary operations site, and have the capacity to take over complete production volume in case the primary site becomes unresponsive.
- C. The contingency and DR plans must be designed to ensure that services under the Contract are restored after a disruption within twenty-four (24) hours from notification and a recovery point objective of one (1) hour or less prior to the outage in order to avoid unacceptable consequences due to the unavailability of services.
- D. The Contractor shall test the contingency/DR plans at least twice annually to identify any changes that need to be made to the plan(s) to ensure a minimum interruption of service. Coordination shall be made with the State to ensure limited system downtime when testing is conducted. At least one (1) annual test shall include backup media restoration and failover/fallback operations at the DR location. The Contractor shall send the Contract Manager/Designee a notice of completion following completion of DR testing.
- E. Such contingency and DR plans shall be available for the Department to inspect and practically test at any reasonable time, and subject to regular updating, revising, and testing throughout the term of the Contract.

3.5.2 Data Export/Import

- A. The Contractor shall, at no additional cost or charge to the State, in an industry standard/non-proprietary format:
 - 1) perform a full or partial import/export of State data within 24 hours of a request; or

- 2) provide the State the ability to import/export data at will and provide the State with any access and instructions which are needed for the State to import or export data.

B. Any import or export shall be in a secure format per the Security Requirements.

3.5.3 Data Ownership and Access

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

Public jurisdiction user accounts and public jurisdiction data shall not be accessed, 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 the Contract, including as necessary to perform the services hereunder or (4) at the State's written request.

- A. The Contractor shall limit access to and possession of State data to only Contractor Personnel whose responsibilities reasonably require such access or possession and shall train such Contractor Personnel on the confidentiality obligations set forth herein.

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.

- B. The Contractor shall not use any information collected in connection with the services furnished under the Contract for any purpose other than fulfilling such services.

3.5.4 Provisions in Sections 3.5.1 – 3.5.3 shall survive expiration or termination of the

3.5.5 Contract. Additionally, the Contractor shall flow down the provisions of Sections 3.5.1-3.5.3 (or the substance thereof) in all subcontracts.

3.6 Insurance Requirements

The Contractor shall maintain, at a minimum, the insurance coverages outlined below, or any minimum requirements established by law if higher, for the duration of the Contract, including option periods, if exercised:

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

- A. Commercial General Liability - of \$1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal and advertising injury and \$3,000,000 annual aggregate. The minimum limits required herein may be satisfied through any combination of primary and umbrella/excess liability policies.
- B. Cyber Security / Data Breach Insurance – The Contractor shall possess and maintain throughout the term of the Contractor and for three (3) years thereafter, cyber risk/ data breach insurance (either separately or as part of a broad Professional Liability or Errors and Omissions Insurance) with limits of at least five million dollars (\$5,000,000) per claim. Any "insured vs. insured" exclusions will be modified accordingly to allow the State additional insured status without prejudicing the State's rights under the policy(ies). Coverage shall be sufficiently broad to respond to the Contractor's duties and obligations under the Contract and shall include, but not be limited to, claims involving privacy violations, information theft, damage to or destruction of electronic information, the release of Sensitive Data, and

alteration of electronic information, extortion, and network security. The policy shall provide coverage for, not by way of limitation, breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

- C. Worker's Compensation - The Contractor shall maintain such insurance as necessary or as required under Workers' Compensation Acts, the Longshore and Harbor Workers' Compensation Act, and the Federal Employers' Liability Act, to not be less than one million dollars (\$1,000,000) per occurrence (unless a state's law requires a greater amount of coverage). Coverage must be valid in all states where work is performed.
- 3.6.2 The State shall be listed as an additional insured on the faces of the certificates associated with the coverages listed above, including umbrella policies, excluding Workers' Compensation Insurance and professional liability.
- 3.6.3 All insurance policies shall be endorsed to include a clause requiring the insurance carrier to provide the Procurement Officer, by certified mail, not less than 30 days' advance notice of any non-renewal, cancellation, or expiration. The Contractor shall notify the Procurement Officer in writing, if policies are Canceled or not renewed within five (5) days of learning of such cancellation or nonrenewal. The Contractor shall provide evidence of replacement insurance coverage to the Procurement Officer at least 15 days prior to the expiration of the insurance policy then in effect.
- 3.6.4 Any insurance furnished as a condition of the Contract shall be issued by a company authorized to do business in the State.
- 3.6.5 The recommended awardee must provide current certificate(s) of insurance with the prescribed coverages, limits and requirements set forth in this section within five (5) Business Days from notice of recommended award. During the period of performance for multi-year contracts, the Contractor shall provide certificates of insurance annually, or as otherwise directed by the Contract Manager/Designee.

3.6.6 Subcontractor Insurance

The Contractor shall require any subcontractors to obtain and maintain comparable levels of coverage and shall provide the Contract Manager/Designee with the same documentation as is required of the Contractor.

3.7 Security Requirements

The following requirements are applicable to the Contract:

3.7.1 Employee Identification

- A. Contractor Personnel shall display his or her company ID badge in a visible location at all times while on State premises. Upon request of authorized State personnel, each Contractor Personnel shall provide additional photo identification.
- B. Contractor Personnel shall cooperate with State site requirements, including but not limited to, being prepared to be escorted at all times, and providing information for State badge issuance.
- C. Contractor shall remove any Contractor Personnel from working on the Contract where the State determines, in its sole discretion, that Contractor Personnel has not adhered to the Security requirements specified herein.

- D. The State reserves the right to request that the Contractor submit proof of employment authorization of non-United States Citizens, prior to commencement of work under the Contract.

3.7.2 Criminal Background Check

- A. A criminal background check for each Contractor Personnel shall be completed prior to each Contractor Personnel providing any services under the Contract.
- B. The Contractor shall obtain at its own expense a Criminal Justice Information System (CJIS) State and federal criminal background check, including fingerprinting, for all Contractor Personnel listed in sub-paragraph A. This check may be performed by a public or private entity.
- C. The Contractor shall provide certification to the Department that the Contractor has completed the required criminal background check described in this RFP for each required Contractor Personnel prior to assignment, and that the Contractor Personnel have successfully passed this check.
- D. Persons with a criminal record may not perform services under the Contract unless prior written approval is obtained from the Contract Manager/Designee. The Contract Manager/Designee reserves the right to reject any individual based upon the results of the background check. Decisions of the Contract Manager/Designee as to acceptability of a candidate are final. The State reserves the right to refuse any individual Contractor Personnel to work on State premises, based upon certain specified criminal convictions, as specified by the State.
- E. The CJIS criminal record check of each Contractor Personnel 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:
 - 1) §§ 6-101 through 6-104, 6-201 through 6-205, 6-409 (various crimes against property);
 - 2) any crime within Title 7, Subtitle 1 (various crimes involving theft);
 - 3) §§ 7-301 through 7-303, 7-313 through 7-317 (various crimes involving telecommunications and electronics);
 - 4) §§ 8-201 through 8-302, 8-501 through 8-523 (various crimes involving fraud);
 - 5) §§9-101 through 9-417, 9-601 through 9-604, 9-701 through 9-706.1 (various crimes against public administration); or
 - 6) a crime of violence as defined in CL § 14-101(a).
- F. Contractor Personnel with access to systems supporting the State or to State data who have been convicted of a felony or of a crime involving telecommunications and electronics from the above list of crimes shall not be permitted to work on State premises under the Contract. Contractor Personnel who have 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.
- G. A particular on-site location covered by the Contract or particular services requested under a Work Order Request may require more restrictive conditions regarding the nature of prior criminal convictions that would result in Contractor Personnel not being permitted to work under the Contract. Upon receipt of more restrictive conditions regarding criminal

convictions, the Contractor shall provide an updated certification regarding the Contractor Personnel working on the Contract.

3.7.3 On-Site Security Requirements

- A. For the conditions noted below, Contractor Personnel may be barred from entrance or leaving any site until such time that the State's conditions and queries are satisfied.
 - 1) Contractor Personnel may be subject to random security checks when entering and leaving State secured areas. The State reserves the right to require Contractor Personnel to be accompanied while in secured premises.
 - 2) Some State sites, especially those premises of the Department of Public Safety and Correctional Services, require each person entering the premises to document and inventory items (such as tools and equipment) brought onto the site, and to submit to a physical search of his or her person. Therefore, 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. Depending upon facility rules, specific tools or personal items may be prohibited from being brought into the facility.
- B. Any Contractor Personnel who enters the premises of a facility under the jurisdiction of the Department 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.
- C. Further, Contractor Personnel shall not violate Md. Code Ann., Criminal Law Art. Section 9-410 through 9-417 and such other security policies of the agency that controls the facility to which the Contractor Personnel seeks access. The failure of any of the Contractor Personnel to comply with any provision of the Contract is sufficient grounds for the State to immediately terminate the Contract for default.

3.7.4 Information Technology

- A. Contractors shall comply with and adhere to the State IT Security Policy and Standards. These policies may be revised from time to time and the Contractor shall comply with all such revisions. Updated and revised versions of the State IT Policy and Standards are available online at: www.doit.maryland.gov – keyword: Security Policy.
- B. The Contractor 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/Designee to obtain approval by the State to connect Contractor-owned equipment to a State LAN/WAN.

The Contractor shall:

- 1) Implement administrative, physical, and technical safeguards to protect State data that are no less rigorous than accepted industry best practices for information security such as those listed below (see **Section 3.7.5**);
- 2) 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 the Contract; and
- 3) The Contractor, and Contractor Personnel, shall (i) abide by all applicable Federal, State and local laws, rules and regulations concerning security of Information Systems and Information Technology and (ii) comply with and adhere to the State IT Security Policy and Standards as each may be amended or revised from time to time. Updated and revised versions of the State IT Policy and Standards are available online at:
<https://doit.maryland.gov/policies/Pages/default.aspx>

3.7.5 Data Protection and Controls

This will be determined as needed by the Work Order and the following will apply:

- A. Contractor shall ensure a secure environment for all State data and any hardware and software (including but not limited to servers, network and data components) provided or used in connection with the performance of the Contract and shall apply or cause application of appropriate controls so as to maintain such a secure environment (“Security Best Practices”). Such Security Best Practices shall comply with an accepted industry standard, such as the NIST cybersecurity framework.
- B. To ensure appropriate data protection safeguards are in place, the Contractor shall, at a minimum, implement and maintain the following controls at all times throughout the Term of the Contract (the Contractor may augment this list with additional controls):
 - 1) Establish separate production, test, and training environments for systems supporting the services provided under the Contract and ensure that production data is not replicated in test or training environment(s) unless it has been previously anonymized or otherwise modified to protect the confidentiality of Sensitive Data elements. The Contractor shall ensure the appropriate separation of production and non-production environments by applying the data protection and control requirements listed in **Section 3.7.5**.
 - 2) Hardware and software hardening procedures as recommended by Center for Internet Security (CIS) guides <https://www.cisecurity.org/>, or similar industry best practices to reduce the systems’ surface of vulnerability, eliminating as many security risks as possible and documenting what is not feasible or not performed according to best practices. Any hardening practices not implemented shall be documented with a plan of action and milestones including any compensating control. These procedures may include but are not limited to removal of unnecessary software, disabling or removing unnecessary services, removal of unnecessary usernames or logins, and the deactivation of unneeded features in the Contractor’s system configuration files.
 - 3) Ensure that State data is not commingled with non-State data through the proper application of compartmentalization Security Measures.

- 4) Apply data encryption to protect Sensitive Data at all times, including in transit, at rest, and also when archived for backup purposes. Unless otherwise directed, the Contractor is responsible for the encryption of all Sensitive Data.
- 5) For all State data the Contractor manages or controls, data encryption shall be applied to such data in transit over untrusted networks.
- 6) Encryption algorithms which are utilized for encrypting data shall comply with current Federal Information Processing Standards (FIPS), “Security Requirements for Cryptographic Modules”, FIPS PUB 140-3:
<https://csrc.nist.gov/publications/detail/fips/140/3/final>
<https://csrc.nist.gov/Projects/cryptographic-module-validation-program/fips-140-3-standards>
- 7) Enable appropriate logging parameters to monitor user access activities, authorized and failed access attempts, system exceptions, and critical information security events as recommended by the operating system and application manufacturers and information security standards, including Maryland Department of Information Technology’s Information Security Policy.
- 8) 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 the Contract..
- 9) Ensure system and network environments are separated by properly configured and updated firewalls.
- 10) Restrict network connections between trusted and untrusted networks by physically or logically isolating systems from unsolicited and unauthenticated network traffic.
- 11) By default “deny all” and only allow access by exception.
- 12) Review, at least annually, the aforementioned network connections, documenting and confirming the business justification for the use of all service, protocols, and ports allowed, including the rationale or compensating controls implemented for those protocols considered insecure but necessary.
- 13) Perform regular vulnerability testing of operating system, application, and network devices. Such testing is expected to identify outdated software versions; missing software patches; device or software misconfigurations; and to validate compliance with or deviations from the security policies applicable to the Contract. Contractor shall evaluate all identified vulnerabilities for potential adverse effect on security and integrity and remediate the vulnerability no later than 30 days following the earlier of vulnerability’s identification or public disclosure, or document why remediation action is unnecessary or unsuitable. The Department shall have the right to inspect the Contractor’s policies and procedures and the results of vulnerability testing to confirm the effectiveness of these measures for the services being provided under the Contract.
- 14) Enforce strong user authentication and password control measures to minimize the opportunity for unauthorized access through compromise of the user access controls. At a minimum, the implemented measures should be consistent with the

most current Maryland Department of Information Technology's Information Security Policy (<https://doit.maryland.gov/policies/Pages/default.aspx>), including specific requirements for password length, complexity, history, and account lockout.

- 15) Ensure State data is not processed, transferred, or stored outside of the United States ("U.S."). The Contractor shall provide its services to the State and the State's end users solely from data centers in the U.S. Unless granted an exception in writing by the State, the Contractor shall not allow Contractor Personnel 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 Contractor Personnel to access State data remotely only as required to provide technical support.
- 16) Ensure Contractor's Personnel shall not connect any of its own equipment to a State LAN/WAN without prior written approval by the State, which may be revoked at any time for any reason. The Contractor shall complete any necessary paperwork as directed and coordinated with the Contract Manager/Designee to obtain approval by the State to connect Contractor -owned equipment to a State LAN/WAN.
- 17) Ensure that anti-virus and anti-malware software is installed and maintained on all systems supporting the services provided under the Contract; that the anti-virus and anti-malware software is automatically updated; and that the software is configured to actively scan and detect threats to the system for remediation. The Contractor shall perform routine vulnerability scans and take corrective actions for any findings.
- 18) Conduct regular external vulnerability testing designed to examine the service provider's security profile from the Internet without benefit of access to internal systems and networks behind the external security perimeter. Evaluate all identified vulnerabilities on Internet-facing devices for potential adverse effect on the service's security and integrity and remediate the vulnerability promptly or document why remediation action is unnecessary or unsuitable. The Department shall have the right to inspect these policies and procedures and the performance of vulnerability testing to confirm the effectiveness of these measures for the services being provided under the Contract.

3.7.6 Security Plan

- A. The Contractor shall protect State data according to a written security policy ("Security Plan") and shall supply a copy of such policy to the State for validation, with any appropriate updates, on an annual basis. The Contractor's Security Plan shall be based on an industry accepted information security framework, such as but not limited to the NIST Cybersecurity Framework, ISO 27001, etc.
- B. The Security Plan shall detail the steps and processes employed by the Contractor as well as the features and characteristics which will ensure compliance with the security requirements of the Contract.
- C. If any Security Plan information, including procedures, are different based on a Work Order, Contractor shall furnish such differences to the respective Contract Manager/Designee.
- D. Each vendor and subcontractor must have a formal Business Continuity Plan (BCP) and Disaster Recovery Plan (DRP) that is currently in force. These plans must address the requirement on the contractor(s) to maintain backups of all State data in the possession of the

contractor(s), and to recover from backup all state data in-scope of the contract. Furthermore, State data must be returned and/or destroyed in accordance with Section 3.2.5 of this RFP.

3.7.7 Security Incident Response

- A. The Contractor shall notify the Department in accordance with **Section 3.7.9A-D** when any Contractor system that may access, process, or store State data or State systems experiences a Security Incident or a Data Breach as follows:
- 1) notify the Department within twenty-four (24) hours of the discovery of a Security Incident by providing notice via written or electronic correspondence to the Contract Manager/Designee, Department chief information officer and Department chief information security officer;
 - 2) notify the Department within two (2) hours if there is a threat to Contractor's Solution as it pertains to the use, disclosure, and security of State data; and
 - 3) provide written notice to the Department within one (1) Business Day after Contractor's discovery of unauthorized use or disclosure of State data and thereafter all information the State (or Department) requests concerning such unauthorized use or disclosure.
 - 4) The Department shall notify the Department of Information Technology (DoIT) Office of Security Management (OSM) in accordance with the standards set forth by the State Chief Information Security Officer (SCISO).
- B. Contractor's notice shall identify:
- 1) the nature of the unauthorized use or disclosure;
 - 2) the State data used or disclosed,
 - 3) who made the unauthorized use or received the unauthorized disclosure;
 - 4) what the Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and
 - 5) what corrective action the Contractor has taken or shall take to prevent future similar unauthorized use or disclosure.
 - 6) The Contractor shall provide such other information, including a written report, as reasonably requested by the State.
 - 7) The Contractor shall provide all other information as required by the SCISO for DoIT OSM incident reporting.
- C. The Contractor shall provide all other information as required by the SCISO for DoIT OSM incident reporting.
- D. 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.
- E. The Contractor shall comply with all applicable laws that require the notification of individuals in the event of unauthorized release of State data or other event requiring

notification, and, where notification is required, assume responsibility for informing all such individuals in accordance with applicable law and to indemnify and hold harmless the State (or Department) and its officials and employees from and against any claims, damages, and actions related to the event requiring notification.

3.7.8 Data Breach Responsibilities

- A. If the Contractor reasonably believes or has actual knowledge of a Data Breach, the Contractor shall, unless otherwise directed:
- 1) Notify the appropriate State-identified contact within 24 hours in accordance with the agreed upon security plan or security procedures unless a shorter time is required by applicable law;
 - 2) Cooperate with the State to investigate and resolve the data breach;
 - 3) Promptly implement commercially reasonable remedial measures to remedy the Data Breach; and
 - 4) 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.
- B. If a Data Breach is a direct result of the Contractor's breach of its Contract obligation to encrypt State data or otherwise prevent its release, the Contractor shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by State law; (3) a credit monitoring service required by State or federal law; (4) a website or a toll-free number and call center for affected individuals required by State law; and (5) complete all corrective actions as reasonably determined by Contractor based on root cause; all subject to the Contract's limitation of liability.

3.7.9 Additional security requirements may be established in a Work Order.

3.7.10 The State shall, at its discretion, have the right to review and assess the Contractor's compliance to the security requirements and standards defined in the Contract.

3.7.11 Provisions in **Sections 3.7.1 – 3.7.10** shall survive expiration or termination of the Contract. Additionally, the Contractor shall flow down the provisions of **Sections 3.7.4-3.7.10** (or the substance thereof) in all subcontracts.

3.8 Problem Escalation Procedure

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

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

3.8.3 The Contractor must provide the PEP no later than ten (10) Business Days after notice of recommended award. The PEP, including any revisions thereto, must also be provided within ten (10) Business Days after the start of each Contract year and within ten (10) Business Days after any change in circumstance which changes the PEP. The PEP shall

detail how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner. The PEP shall include:

- A. The process for establishing the existence of a problem;
- B. Names, titles, and contact information for progressively higher levels of personnel in the Contractor's organization who would become involved in resolving a problem;
- C. For each individual listed in the Contractor's PEP, the maximum amount of time a problem will remain unresolved with that individual before the problem escalates to the next contact person listed in the Contractor's PEP
- D. Expedited escalation procedures and any circumstances that would trigger expediting them;
- E. The method of providing feedback on resolution progress, including the frequency of feedback to be provided to the State;
- 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/Designee of any changes to the PEP.

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

3.9 SOC 2 Type 2 Audit Report

A SOC 2 Type 2 Report may be required at the Work Order level for Functional Area 2 only. The applicable Trust Services Criteria will be determined on a project specific basis at the Work Order level.

3.10 Experience and Personnel

3.10.1 Preferred Offeror Experience

The following experience is preferred and will be evaluated as part of the Technical Proposal (see the Offeror experience, capability and references evaluation factor from **Section 6.2**):

Following are for all three (3) Functional Areas

- A. Demonstrated knowledge of project management and application development using SAFe and other Agile methodologies.
- B. Demonstrated knowledge of staffing processes, employee skills and requirements development, and compliance with employment and immigration law.
- C. Prior senior level experience in supporting State, Federal or Local Governments or Private Industry in technology projects through both development and staff augmentation .
- D. Demonstrated knowledge in current software paradigms, software development life cycle, and organizational environments including both State, Federal or Local government and private industry

Specific for Functional Areas 2:

The Offeror shall have experience in designing and developing applications and software for government entities (Federal, State, or Local) or similarly regulated industry.

- A. The Offeror shall provide with its Proposal at least three (3) case studies from the past five (5) years that are collectively able to attest to the Offeror's Satisfaction of the requirement, including:
1. Scope of Project
 2. Project Deliverables
 3. Team Makeup
 4. Number of Users or Customer for Project
 5. Cost
 6. Timeline
 7. Project Contact Information

B. It is preferred that the Offeror be appraised at CMMI Level 3 “Development.”

Evidence: Provide proof of certification with the Technical Proposal.

Note: Subcontractor experience may not be used by Offeror to meet the “Preferred Offeror Experience”.

3.10.2 Personnel Experience

Required personnel experience will follow the Labor Categories and Qualifications outlined in Appendix 3 and **Section 3.10.5**. Any additional requirements or specific experience will be included in the Work Order issued under this RFP.

3.10.3 Staffing Acquisition Strategy

As part of the Proposal evaluation, Offerors shall describe in a Staffing Plan how resources and services shall be acquired to meet the needs of the Department.

3.10.4 Key Personnel Identified

For the Contract, the following position to be in the Technical Proposal will be considered Key Personnel for each Functional Area:

- Contractor Point of Contact (Contractor POC) – Program Manager

Note: The Key Personnel Identified shall be of the Offeror in-house personnel, not from the labor categories.

3.10.5 Labor Categories (For Work Order)

- A. The Labor Categories are identified and described in Appendix 3. To be responsive to the Work Order, Offerors must be capable of providing personnel meeting the minimum requirements for all the labor categories listed. Offerors shall submit a Financial Proposal Form (**Attachment B**) that provides labor rates for all labor categories for all Contract years (initial term and any option periods). Resumes for resources shall be coordinated by the Contract Manager/Designee shall be governed by the Work Order process.

- B. Each Labor Category includes Titles, Position Description, Education and Experience (General and Specialized).
- C. Education and experience described below in the Labor Category constitute the minimum requirements for candidates performing work under this RFP. All experience required must have occurred within the most recent ten (10) years.

3.10.6 Contractor Personnel Experience Equivalency

- A. A Substitution of Education for Experience: Bachelor's Degree or higher may be substituted for the general and specialized experience for those labor categories requiring a High School Diploma. A Master's Degree may be substituted for two years of the general and specialized experience for those labor categories requiring a bachelor's degree. Substitution shall be reviewed and approved by the State at its discretion.
- B. Substitution of Experience for Education: Substitution of experience for education may be permitted at the discretion of the State.
- C. Substitution of Professional Certificates for Experience: Professional certification (e.g., Microsoft Certified Solutions Expert, SQL Certified Database Administrator) may be substituted for up to two (2) years for general and specialized experience at the discretion of the State.

3.10.7 Contractor Personnel Maintain Certifications

Any Contractor Personnel provided under this RFP shall maintain in good standing any required professional certifications for the duration of the Contract.

3.10.8 Work Hours

Unless otherwise specified, the following work hours requirements are applicable:

- A. Business Hours Support: Contractor shall assign Contractor Personnel to support Normal State Business Hours (see definition in **Appendix 1**).
- B. Needs beyond the hours described in paragraph A may be defined in a Work Order.
- C. Contractor Personnel may also be required to provide occasional support outside of normal State Business Hours, including evenings, overnight, and weekends, to support specific efforts and emergencies, such as to resolve system repair or restoration. Hours performing activities must be billed on an actual time worked basis at the rates proposed.
- D. Scheduled non-Business Hours Support: Once personnel have demonstrated an understanding of the Department infrastructure, they will also be required to participate in a rotating emergency on-call schedule, providing non-Business Hours support. Typically, personnel assigned to Department on-Business Hours support are required to be on-call 24 hours a day for a seven-day period, one week out of every four to five weeks.
- E. State-Mandated Closings: Contractor Personnel shall be required to participate in any State-mandated closings. In this event, the Contractor will be notified in writing by the Contract Manager/Designee of these details.
- F. 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/Designee. A flexible work schedule may be used with Contract Manager/Designee 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.

- G. Vacation Hours: Requests for leave shall be submitted to the Contract Manager/Designee at least two weeks in advance. The Contract Manager/Designee 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.

3.10.9 State Holidays

State holidays which services will not be required by the Contractor shall be:

New Year's Day	Columbus Day
Martin Luther King Day	Election Day
Presidents Day	Veteran's Day
Memorial Day	Thanksgiving Day
Juneteenth	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

3.11 Substitution of Personnel

3.11.1 Continuous Performance of Key Personnel

When Key Personnel are identified for the Contract, the following apply:

- A. Key Personnel shall be available to perform Contract requirements as of the NTP Date. Unless explicitly authorized by the Contract Manager/Designee or specified in the Contract, Key Personnel shall be assigned to the State of Maryland as a dedicated resource.
- B. 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/Designee.
- C. The provisions of this section apply to Key Personnel identified in any Work Order proposal and agreement, if issued, and any Work Order Request and Work Order, if issued.

3.11.2 Definitions

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

- A. **Extraordinary Personal Event** – means any of: leave under the Family Medical Leave Act; 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.
- B. **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.

3.11.3 Contractor Personnel General Substitution Provisions

The following provisions apply to all of the circumstances of Contractor Personnel substitution described in **Section 3.11.4**.

- A. The Contractor shall demonstrate to the Contract Manager/Designee's satisfaction that the proposed substitute has qualifications at least equal to those of the Contractor Personnel proposed to be replaced.
- B. The Contractor shall provide the Contract Manager/Designee with a substitution request that shall include:
 - 1) A detailed explanation of the reason(s) for the substitution request;
 - 2) The resume of the proposed substitute, signed by the substituting individual and his/her formal supervisor;
 - 3) The official resume of the current personnel for comparison purposes; and
 - 4) Evidence of any required credentials.
- C. The Contract Manager/Designee may request additional information concerning the proposed substitution and may interview the proposed substitute personnel prior to deciding whether to approve the substitution request.
- D. The Contract Manager/Designee 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/Designee will not unreasonably withhold approval of a proposed Contractor Personnel replacement.

3.11.4 Replacement Circumstances

A. Directed Personnel Replacement

- 1) The Contract Manager/Designee may direct the Contractor to replace any Contractor Personnel who, in the sole discretion of the Contract Manager/Designee, 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 **3.11.4.A.2**.
- 2) If deemed appropriate in the discretion of the Contract Manager/Designee, the Contract Manager/Designee may 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/Designee. If the Contract Manager/Designee rejects the Remediation Plan, the Contractor shall revise and resubmit the plan to the Contract Manager/Designee within five (5) days, or in the timeframe set forth by the Contract Manager/Designee in writing.
- 3) Should performance issues persist despite an approved Remediation Plan, the Contract Manager/Designee 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.

- 4) 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.
- 5) If the Contract Manager/Designee determines to direct substitution under **3.11.4.A.1**, if at all possible, at least fifteen (15) days advance notice shall be given to the Contractor. However, if the Contract Manager/Designee 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/Designee may direct the removal in a timeframe of less than fifteen (15) days, including immediate removal.
- 6) In circumstances of directed removal, the Contractor shall, in accordance with paragraph **3.11.4.A.1** of this section, provide a suitable replacement for approval within fifteen (15) days of the notification of the need for removal, or the actual removal, whichever occurs first.

B. Key Personnel Replacement

- 1) To replace any Key Personnel in a circumstance other than as described in **3.11.4.B**, including transfers and promotions, the Contractor shall submit a substitution request as described in **Section 3.11.3** to the Contract Manager/Designee at least fifteen (15) days prior to the intended date of change. A substitution may not occur unless and until the Contract Manager/Designee approves the substitution in writing.
- 2) Key Personnel Replacement Due to Sudden Vacancy
 - a) The Contractor shall replace Key Personnel whenever a sudden vacancy occurs (e.g., Extraordinary Personal Event, death, resignation, termination). A termination or resignation with thirty (30) days or more advance notice shall be treated as a replacement under **Section 3.11.4.B.1**.
 - b) Under any of the circumstances set forth in this paragraph B, the Contractor shall identify a suitable replacement and provide the same information and items required under **Section 3.11.3** 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 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/Designee as required under **Section 3.11.3**.
 - 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/Designee the Contract Manager/Designee 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.

3.11.5 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 not substitute proposed Key Personnel except under the following circumstances (a) for actual full-time personnel employed directly by the Offeror: the vacancy occurs due to the sudden termination, resignation, or approved leave of absence due to an Extraordinary Personal Event, or the death of such personnel; and (b) for any temporary staff, subcontractors or 1099 contractors: the vacancy occurs due to an Incapacitating event or the death of such personnel. To qualify for such substitution, the Offeror must demonstrate to the State's satisfaction the event necessitating substitution. 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.

3.12 Minority Business Enterprise (MBE) Reports

If this solicitation includes an MBE Goal (see **Section 4.26**), the Contractor shall:

- A. Submit the following reports by the 10th of each month to the Contract Manager/Designee and the Department's MBE Liaison Officer:
 - 1) 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
 - 2) (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 an MBE Subcontractor Paid/Unpaid Invoice Report (**Attachment D-5**) by the 10th of each month to the Contract Manager/Designee and the Department's MBE Liaison Officer that identifies the Contract and lists all payments to the MBE subcontractor received from the Contractor in the preceding reporting period month, 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, type of work performed by each, and 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. The 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 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.

3.13 Veteran Small Business Enterprise (VSBE) Reports

If this solicitation includes a VSBE Goal (see **Section 4.27**), the Contractor shall:

- A. Submit the following reports by the 10th of the month following the reporting period to the Contract Manager/Designee and the Departments representative:
 - 1) VSBE Participation Prime Contractor Paid/Unpaid VSBE Invoice Report (Attachment E-3) 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; and
 - 2) **Attachment E-4**, the VSBE Participation Subcontractor Paid/Unpaid VSBE Invoice Report by the 10th of the month following the reporting period to the Contract Manager/Designee and the VSBE Liaison Officer.
- 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/Designee and Departments representative a report that identifies the prime contract and lists all payments received from Contractor in the preceding reporting period month, as well as any outstanding invoices, and the amount of those invoices (**Attachment E-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 Department, upon completion of the Contract and before final payment and 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.

3.14 Work Orders

- A. All work being performed under this Contract shall be provided pursuant to a Work Order process. Work shall not begin in advance of a fully executed Work Order. Work Orders shall be issued in accordance with pre-approved Labor Categories with the fully loaded rates proposed in **Attachment B**.
- B. Work Order Requests (see Appendix 6 for sample) for the provision of services or resources that are within the scope of this RFP shall be issued to Contractors on a rotational basis.
- C. Work Order Rotation: The Department will attempt to rotate Work Orders for resources equitably among the awarded Contractors, within each of the three functional areas. The basis for assignments for Contractor rotation will be as follows:
 - 1) The Department will issue the initial request for resources or services to the highest overall ranked Contractor with a written scope of objectives

inclusive of the known technical requirements and description of the service or resources needed, including all applicable timeframes and schedules, performance objectives and/or deliverables within timeframes and schedules, as applicable. The Department will issue subsequent Work Order Requests in the order of highest to lowest overall ranked Contractor. This sequence will repeat as necessary through the life of the Contract, for each functional area.

- 2) For Functional Areas 1 and 3, the Contractor in the queue shall have two (2) business days to acknowledge that the Contractor will submit a response to the Work Order request.
- 3) For Functional Area 2, the Contractor in the queue shall have five (5) business days to acknowledge that the Contractor will submit a response to the Work Order request.
- 4) For Functional 1 and 3, the Contractor in the queue shall have seven (7) to fourteen (14) calendar days to respond to the State's request to provide acceptable resources satisfying the requirements for the Work Order. The Contractor shall be notified in the Work Order of a time frame to respond to the State.
- 5) For Functional Area 2, the Contractor in the queue shall be notified in the Work Order of a timeframe to respond to the State. The Contractor shall have from seven (7) to twenty (21) calendar days to respond unless special circumstances require a longer timeline, at the sole discretion of the State Contract Manager.
- 6) If the Contractor is unable to provide acceptable resources or services satisfying the State's requirements for the Work Order, the State reserves the right to rescind the request for resource(s) and reissue it to the next overall ranked Contractor. Acceptability of an offered resource or service is at the State's sole discretion.
- 7) For Function Areas 1 and 3 only, if the Contractor is only able to partly fulfill the State's request for resources, the portion of the unfulfilled request becomes a new Work Order request or a part of a new Work Order request; and the new request shall be sent to the next Contractor in the rotation queue.
- 8) The Department reserves the right to deviate from the planned rotation if:
 - a) A Contractor has specialized experience or qualifications that make it in the best interest of the State to give the assignment to the next Contractor in rotation, at the sole discretion of the Contract Manager; or
 - b) Assignment to a specific Contractor would, to an extent, tend to bring balance among all Contractors awarded based on the fees paid or payable or overall amount of work issued for Work Orders previously issued. The equitable redistribution of work or fees is subject to the sole discretion of the Contract Manager.

- D.** Work Order Requests: The Department will issue a Work Order Request for resources or teams that will include the following:

- 1) A written scope of work inclusive of the technical requirements and description of the services or resources needed;
 - 2) All applicable timeframes and schedules;
 - 3) Performance objectives and/or deliverables within timeframes and schedules, as applicable;
 - 4) Due date and time for submitting a response to the request; and
 - 5) Required place(s) where work must be performed.
- E. Contractor's Work Order Response:** The Contractor shall e-mail a response to the Contract Manager/Designee within the specified due date and time. The response shall 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 shall be consistent with the price proposed for the labor category in **Attachment B**;
 - 3) A description of proposed resources required to perform the requested tasks, with labor categories listed in accordance with **Attachment B**;
 - 4) An explanation of how tasks shall be completed. This description shall include proposed subcontractors and related tasks;
 - 5) Contractor's expectations for 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.
 - 7) If the Contractor is unsure of what the using agency (stakeholder) is requesting, the Contractor before submitting the request, may meet with the Contract Manager to obtain clarity and tell them what service alternatives exist, or get them to tailor expectations within scope of the RFP.
- F. Work Order Review:** The Contract Manager/Designee will review the response as follows:
- 1) The Contract Manager/Designee shall review the response and confirm
 - A. For Functional Areas 1 and 3, confirm the proposed labor rates do not exceed the awarded labor rates for the particular year.
 - B. For Functional Area 2, confirm the Contractor's understanding and approach to the work.
 - 2) Proposed resources or services on any Work Order shall be subject to Contract Manager/Designee approval. The Contractor shall furnish resumes of proposed resources specifying the labor category(ies) proposed. The Contract Manager/Designee 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 resources or services.

- 3) If the contractor's proposed price is higher than the budgeted amount for the project, the agency can request updated pricing. If the initial Contractor cannot meet the agency's financial constraints; then the Work Order may be sent to the next Contractor in the rotation with the approval of the Contractor Manager/Designee.
- 4) Notice to Proceed: The Contract Manager/Designee shall issue a fully executed Work Order. The execution of all signatures on the Work Order is the notice to proceed with the performance of services under a Work Order. The fully executed Work Order confirms the scope of work, commencement and completion dates, time frame, and price.

3.15 Additional Clauses

The Contractor shall be subject to the requirements in this section and shall flow down the provisions of Sections 3.15.1 – 3.15.5 (or the substance thereof) in all subcontracts.

3.15.1 Purchasing and Recycling Electronic Products

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

3.15.2 Change Control and Advance Notice

- A. Unless otherwise specified in an applicable Service Level Agreement, the Contractor shall give seven (7) days advance notice to the State of any upgrades or modifications that may impact service availability and performance.
- B. Contractor may not modify the functionality or features of any SaaS provided hereunder if such modification materially degrades the functionality of the SaaS.

3.15.3 The State of Maryland's Commitment to Purchasing Environmentally Preferred Products and Services (EPPs)

[Maryland's State Finance & Procurement Article §14-410](#) defines environmentally preferable purchasing as “the procurement or acquisition of goods and services that have a lesser or reduced effect on human health and the environment when compared with competing goods or services that serve the same purpose.” Accordingly, Bidders are strongly encouraged to offer EPPs to fulfill this contract, to the greatest extent practicable.

3.15.4 No-Cost Extensions

In accordance with BPW Advisory 1995-1 item 7.b, in the event there are unspent funds remaining on the Contract, prior to the Contract's expiration date the Procurement Officer may modify the Contract to extend the Contract beyond its expiration date for a period up to, but not exceeding, one-third of the base term of the Contract (e.g., eight-month extension on a two-year contract) for the performance of work within the Contract's scope of work. Notwithstanding anything to the contrary, no funds may be added to the Contract in connection with any such extension.

3.15.5 Electronic Transaction Fee

A. Contractors shall pay an electronic transaction fee to the State equal to one percent (1%) of the amount paid to the Contractor the State for accepted work. The electronic transaction fee shall not be charged directly to the customer, e.g., as a separate line item, fee or surcharge, but shall be included in the price listed in the Contractor's Proposed price.

B. The electronic transaction fee shall be submitted to the Office of State Procurement:

Fiscal Services Division, 301
W. Preston Street, Room 1309
Baltimore, MD, 21201

No later than Forty-five (45) calendar days after the end of each reporting period along with a Monthly Usage Report documenting all contract sales. An excel version of the Monthly Usage Report shall be emailed to dgs.statewidecontractsusagereport@maryland.gov

C. Failure to remit transaction fees in a timely manner or remittance of fees inconsistent with the contract's requirements may result in the State exercising all recourse available under the contract including, but not limited to, a third party analysis of all contract activity.

D. Prior to Award, Contractors will be asked to confirm in writing that their unit prices include the one percent (1%) electronic transaction fee.

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4 Procurement Instructions

4.1 Pre-Proposal Conference

- 4.1.1 A Pre-Proposal Conference (Conference) will be held at the date, time, and location indicated on the Key Information Summary Sheet.
- 4.1.2 Attendance at the Conference is not mandatory, but all interested parties are encouraged to attend in order to facilitate better preparation of their Proposals. If the solicitation includes an MBE goal, failure to attend the Conference will be taken into consideration as part of the evaluation of an offeror's good faith efforts if there is a waiver request.
- 4.1.3 It is highly recommended that ALL Prime Contractors bring their intended subcontractors to the Conference/Site Visit to ensure that all parties understand the requirements of the contract and the MBE Goal.
- 4.1.4 MBE subcontractors are encouraged to attend the Conference to market their participation to potential Prime Contractors.
- 4.1.5 Following the Conference, the attendance record and summary of the Conference will be distributed via the same mechanism described for amendments and questions (see **Section 4.2.1 eMMA**).

4.2 eMaryland Marketplace Advantage (eMMA)

- 4.2.1 eMMA is the electronic commerce system for the State of Maryland. The RFP, Conference summary and attendance sheet, Offerors' questions and the Procurement Officer's responses, addenda, and other solicitation-related information will be made available via eMMA.
- 4.2.2 In order to receive a Contract award, a vendor must be registered on eMMA. Registration is free. Go to emma.maryland.gov, click on "New Vendor? Register Now" to begin the process, and then follow the prompts.

4.3 Questions

- 4.3.1 All questions, including concerns regarding any applicable MBE or VSBE participation goals, shall identify in the subject line the Solicitation Number and Title (BPM043644 - Statewide Agile Resources and Teams 2024), and shall be submitted in writing via e-mail to the Procurement Officer as indicated on the Key information Sheet. The Procurement Officer, based on the availability of time to research and communicate an answer, shall decide whether an answer can be given before the Proposal due date.
- 4.3.2 Answers to all questions that are not clearly specific only to the requestor will be distributed via the same mechanism as for RFP amendments and posted on eMMA.
- 4.3.3 The statements and interpretations contained in responses to any questions, whether responded to verbally or in writing, are not binding on the Department unless it issues an amendment in writing.

4.4 Procurement Method

A Contract will be awarded in accordance with the Competitive Sealed Proposals method under COMAR 21.05.03.

4.5 Proposal Due (Closing) Date and Time

- 4.5.1 Proposals, in the number and form set forth in **Section 5 Proposal Format**, must be received by the Procurement Officer no later than the Proposal due date and time indicated on the Key Information Summary Sheet in order to be considered.
- 4.5.2 Requests for an extension of this date or time shall not be granted.
- 4.5.3 Offerors submitting Proposals should allow sufficient delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR 21.05.03.02.F and 21.05.02.10, Proposals received after the due date and time listed in the Key Information Summary Sheet will not be considered.
- 4.5.4 The date and time of an e-mail submission is determined by the date and time of arrival in the e-mail address indicated on the Key Information Summary Sheet.
- 4.5.5 Proposals may be modified or withdrawn by written notice received by the Procurement Officer before the time and date set forth in the Key Information Summary Sheet for receipt of Proposals.
- 4.5.6 Proposals may not be submitted by e-mail or facsimile. Proposals will not be opened publicly.
- 4.5.7 Potential Offerors not responding to this solicitation are requested to submit the “Notice to Vendors” form, which includes company information and the reason for not responding (e.g., too busy, cannot meet mandatory requirements).

4.6 Multiple or Alternate Proposals

Multiple or alternate Proposals will not be accepted.

4.7 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.

4.8 Public Information Act Notice

- 4.8.1 The 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 (See also RFP **Section 5.3.2.B** “Claim of Confidentiality”). This 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.
- 4.8.2 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.

4.9 Award Basis

4.9.1 Award Basis

- A. Contracts shall be awarded to the responsible Offeror(s) 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 goods and services as specified in this RFP. See RFP **Section 6** for further award information.
- B. Functional Area 1, Software Engineering Resources: No more than fifteen (15) awards will be made in this category to the responsible Offerors whose Proposal is determined to be most advantageous to the State.
- C. Functional Area 2, Software Engineering Teams Bundle: No more than twenty (20) awards will be made in this category to the responsible Offerors whose Proposals are determined to be most advantageous to the State.
- D. Functional Area 3, IT Management Consulting Services: No more than five (5) awards in Functional Area 3 will be made in this category to the responsible Offerors whose Proposals are determined to be most advantageous to the State.

4.10 Oral Presentation

Offerors may be required to make oral presentations to State representatives. Oral presentations are considered part of the Technical Proposal. 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. The Procurement Officer will notify Offerors of the time and place of oral presentations.

4.11 Duration of Proposal

Proposals submitted in response to this RFP are irrevocable for the latest of the following: 180 days following the Proposal due date and time, best and final offers if requested (see **Section 6.5.2**), 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.

4.12 Revisions to the RFP

- 4.12.1 If the RFP is revised before the due date for Proposals, the Department shall post any addenda to the RFP on eMMA and shall endeavor to provide such addenda to all prospective Offerors that were sent this RFP or are otherwise known by the Procurement Officer to have obtained this RFP. It remains the responsibility of all prospective Offerors to check eMMA for any addenda issued prior to the submission of Proposals.
- 4.12.2 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.
- 4.12.3 Addenda made after the due date for Proposals will be sent only to those Offerors that remain under award consideration as of the issuance date of the addenda.
- 4.12.4 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.
- 4.12.5 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 reasonably susceptible of being selected for award.

4.13 Cancellations

- 4.13.1 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, waive or permit the cure of minor irregularities, and conduct discussions with all qualified or potentially qualified Offerors in any manner necessary to serve the best interests of the State.
- 4.13.2 The State reserves the right, in its sole discretion, to award a Contract based upon the written Proposals received without discussions or negotiations.
- 4.13.3 In the event a government entity proposes and receives the recommendation for award, the procurement may be cancelled and the award processed in accordance with COMAR 21.01.03.01.A(4).
- 4.13.4 If the services that are the subject of the RFP are currently being provided under an interagency agreement with a public institution of higher education and the State determines that the services can be provided more cost effectively by the public institution of higher education, then the RFP may be cancelled in accordance with Md. Code Ann., State Finance and Procurement Art., § 3-207(b)(2).

4.14 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, providing a demonstration, or performing any other activities related to submitting a Proposal in response to this solicitation.

4.15 Protest/Disputes

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

4.16 Offeror Responsibilities

- 4.16.1 Offerors must be able to provide all goods and services and meet all of the requirements requested in this solicitation and the successful Offeror shall be responsible for Contract performance including any subcontractor participation.
- 4.16.2 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) to this RFP (see **Section 4.26** "Minority Participation Goal" and **Section 4.27** "VSBE Goal").
- 4.16.3 If the Offeror is the subsidiary of another entity, all information submitted by the Offeror, including but not limited to references, financial reports, or experience and documentation (e.g. insurance policies, bonds, letters of credit) used to meet minimum qualifications, if any, shall pertain exclusively to the Offeror, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Offeror's Proposal shall contain an explicit statement, signed by an authorized representative of the parent organization, stating that the parent organization will guarantee the performance of the subsidiary.

4.16.4 A parental guarantee of the performance of the Offeror under this Section will not automatically result in crediting the Offeror with the experience or qualifications of the parent under any evaluation criteria pertaining to the actual Offeror's experience and qualifications. Instead, the Offeror will be evaluated on the extent to which the State determines that the experience and qualifications of the parent are applicable to and shared with the Offeror, any stated intent by the parent to be directly involved in the performance of the Contract, and the value of the parent's participation as determined by the State.

4.17 Acceptance of Terms and Conditions

By submitting a Proposal in response to this RFP, the 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 M**. Any exceptions to this RFP or the Contract shall be clearly identified in the Executive Summary of the Technical Proposal. **All exceptions will be taken into consideration when evaluating the Offeror's Proposal. The Department reserves the right to accept or reject any exceptions.**

4.18 Proposal Affidavit

A Proposal submitted by the Offeror must be accompanied by a completed Proposal Affidavit. A copy of this Affidavit is included as **Attachment C** of this RFP.

4.19 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 N** 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), a business entity that is organized outside of the State of Maryland is considered a "foreign" business.

4.20 Compliance with Laws/Arrearages

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.

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

4.21 Verification of Registration and Tax Payment

Before a business entity can do business in the State, it must be registered with the State Department of Assessments and Taxation (SDAT). SDAT is located at State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. For registration information, visit <https://www.egov.maryland.gov/businessexpress>.

It is strongly recommended that any potential Offeror complete registration prior to the Proposal due date and time. The Offeror's failure to complete registration with SDAT may disqualify an otherwise successful Offeror from final consideration and recommendation for Contract award.

4.22 False Statements

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

- 4.22.1** 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.
- 4.22.2** A person may not aid or conspire with another person to commit an act under **Section 4.22.1**.
- 4.22.3** 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 (5) years or both.

4.23 Payments by Electronic Funds Transfer

By submitting a Proposal in response to this solicitation, the Offeror, if selected for award:

- 4.23.1** 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.
- 4.23.2** 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, must include the business identification information as stated on the form, and must include the reason for the exemption. The COT/GAD X-10 form may be downloaded from the Comptroller's website at: <https://www.marylandtaxes.gov/forms/state-accounting/static-files/GADX10Form.pdf>

4.24 Prompt Payment Policy

This procurement and the Contract(s) to be awarded pursuant to this solicitation are subject to the Prompt Payment Policy Directive issued by the Governor's Office of Small, Minority & Women Business Affairs (GOSBA) 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 shall comply with the prompt payment requirements outlined in the Contract, Section 31 "Prompt Pay Requirements" (see **Attachment M**). Additional information is available on GOSBA's website at: <http://www.gomdsmallbiz.maryland.gov/documents/legislation/promptpaymentfaqs.pdf>.

4.25 Electronic Procurements Authorized

- 4.25.1** Under COMAR 21.03.05, unless otherwise prohibited by law, the Department may conduct procurement transactions by electronic means, including the solicitation, proposing, award, execution, and administration of a contract, as provided in Md. Code Ann., Maryland Uniform Electronic Transactions Act, Commercial Law Article, Title 21.

- 4.25.2** 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 Contract. In the case of electronic transactions authorized by this RFP, electronic records and signatures by an authorized representative satisfy a requirement for written submission and signatures.
- 4.25.3** “Electronic means” refers to exchanges or communications using electronic, digital, magnetic, wireless, optical, electromagnetic, or other means of electronically conducting transactions. Electronic means includes e-mail, internet-based communications, electronic funds transfer, specific electronic bidding platforms (e.g., <https://procurement.maryland.gov>), and electronic data interchange.
- 4.25.4** In addition to specific electronic transactions specifically authorized in other sections of this solicitation (e.g., RFP § 4.23 describing payments by Electronic Funds Transfer), the following transactions are authorized to be conducted by electronic means on the terms as authorized in COMAR 21.03.05:
- A.** The Procurement Officer may conduct the procurement using eMMA or e-mail to issue:
- 1) The RFP;
 - 2) Any amendments and requests for best and final offers;
 - 3) Pre-Proposal conference documents;
 - 4) Questions and responses;
 - 5) Communications regarding the solicitation or Proposal to any Offeror or potential Offeror;
 - 6) Notices of award selection or non-selection; and
 - 7) The Procurement Officer’s decision on any Proposal protest or Contract claim.
- B.** The Offeror or potential Offeror may use eMMA or e-mail or as specified to:
- 1) Submit Proposals via eMMA only;
 - 2) Ask questions regarding the solicitation via e-mail;
 - 3) 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 through eMMA, but only on the terms specifically approved and directed by the Procurement Officer and;
 - 4) Submit a "No Proposal Response" to the RFP;
- C.** The Procurement Officer, the Contract Manager/Designee, and the Contractor may conduct day-to-day Contract administration, except as outlined in **Section 4.25.5** of this subsection, utilizing e-mail or other electronic means if authorized by the Procurement Officer or Contract Manager/Designee.
- 4.25.5** 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, except through eMMA;
- B.** Filing of protests (except through email);

- C. Filing of Contract claims (except through email);
 - D. Submission of documents determined by the Department to require original signatures (e.g., Contract execution, Contract modifications); or
 - E. Any transaction, submission, or communication where the Procurement Officer has specifically directed that a response from the Contractor or Offeror be provided in writing or hard copy.
- 4.25.6** Any e-mail transmission is only authorized to the 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/Designee.

4.26 MBE Participation Goal

4.26.1 Establishment of Goal and Subgoals

An overall MBE subcontractor participation goal as identified in the Key Information Summary Sheet has been established for this procurement, representing a percentage of the total Contract dollar value, including all renewal option terms, if any, has been established for this procurement.

Notwithstanding any subgoals established for this RFP, 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.

By submitting a response to this solicitation, the Offeror acknowledges the overall MBE subcontractor participation goal and subgoals, and commits to achieving the overall goal and subgoals by utilizing certified minority business enterprises, or requests a full or partial waiver of the overall goal and subgoals.

An Offeror that does not commit to meeting the entire MBE participation goal outlined in this Section 4.26 implies that it is requesting a full or partial waiver for the remainder of the MBE goal or subgoals as applicable and, if recommended for award, shall submit documentation supporting its good faith efforts to meet the MBE goal made prior to submission of its proposal as outlined in Attachment D-1B, Waiver Guidance. Failure of an Offeror to properly complete, sign, and submit Attachment D-1A at the time it submits its Technical Response(s) to the RFP shall result in the State's rejection of the Offeror's Proposal.

4.26.2 Attachments.

- A. D-1 to D-5 – The following Minority Business Enterprise participation instructions, and forms are provided to assist Offerors:
 - 1) Attachment D-1A MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule (must be submitted with Proposal)
 - 2) Attachment D-1B Waiver Guidance
 - 3) Attachment D-1C Good Faith Efforts Documentation to Support Waiver Request
 - 4) Attachment D-2 Outreach Efforts Compliance Statement
 - 5) Attachment D-3A MBE Subcontractor Project Participation Certification
 - 6) Attachment D-3B MBE Prime Project Participation Certification

- 7) Attachment D-4A Prime Contractor Paid/Unpaid MBE Invoice Report
- 8) Attachment D-4B MBE Prime Contractor Report
- 9) Attachment D-5 Subcontractor Paid/Unpaid MBE Invoice Report

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

- 1) 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
- 2) 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.
- 3) The Offeror requesting a waiver should submit **Attachment D-1B** (Waiver Guidance) and **D-1C** (Good Faith Efforts Documentation to Support Waiver Request) prior to submitting its request.

If the 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, unless the inaccuracy is determined to be the result of a minor irregularity that is waived or cured in accordance with COMAR 21.06.02.04.

4.26.3 Offerors are responsible for verifying that each MBE (including any MBE prime and MBE prime 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.

4.26.4 Within ten (10) Business Days from notification that it is the recommended awardee or from 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 Subcontractor/Prime Project Participation Certification (**Attachment D-3A/3B**); and
- C. 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.

Further, 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.

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.

- 4.26.5** 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.maryland.gov/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.**
- 4.26.6** The Offeror that requested or implied to request 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 that it is the recommended awardee or from the date of the actual award, whichever is earlier, as required in COMAR 21.11.03.11.
- 4.26.7** All documents, including the MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule (**Attachment D-1A**), completed and submitted by the Offeror in connection with its certified MBE participation commitment shall be considered a part of the Contract and are hereby expressly incorporated into the Contract by reference thereto. All of the referenced documents will be considered a part of the Proposal for order of precedence purposes (see Contract – **Attachment M, Section 2.1**).
- 4.26.8** 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 M, Liquidated Damages for MBE, section 39**).
- 4.26.9** 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 subgoal 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. Refer to MBE forms (**Attachment D**) for additional information.

4.27 VSBE Goal

4.27.1 Purpose

- A. The Contractor shall structure its procedures for the performance of the work required in the Contract to attempt to achieve the VSBE participation goal stated in this solicitation. VSBE performance must be in accordance with this section and **Attachment E**, 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 E**. A certified Veteran-Owned Small Business Enterprises (VSBE) must be verified and registered as a VSBE on the State's eProcurement platform, eMaryland Marketplace Advantage (eMMA). The listing of VSBEs is available through the "Vendor Search" on [eMMA](#).
- B. Vendor Registration
1. A veteran vendor seeking to be recognized as a certified VSBE shall register as a vendor in the State's Internet-based electronic procurement system.
 2. A registered vendor shall submit veteran verification and complete the VSBE Program application in the State's Internet-based electronic procurement system.

4.27.2 VSBE Goal

- A. A VSBE 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.

4.27.3 Solicitation and Contract Formation

- A. In accordance with COMAR 21.11.13.05 C (1), this solicitation requires Offerors to:
- 1) Identify specific work categories within the scope of the procurement appropriate for subcontracting;
 - 2) Solicit VSBEs before Proposals are due, describing the identified work categories and providing instructions on how to bid on the subcontracts;
 - 3) Attempt to make personal contact with the VSBEs solicited and to document these attempts;
- B. Assist VSBEs to fulfill, or to seek waiver of, bonding requirements; and Attempt to attend Pre-Proposal or other meetings the procurement agency schedules to publicize contracting opportunities to VSBEs. The Offeror must include with its Proposal a completed VSBE Utilization Affidavit and Prime/Subcontractor Participation Schedule (**Attachment E-1**) whereby the Offeror:
- 1) 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; and
 - 2) 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. The Offeror shall specify the percentage of

contract value associated with each VSBE prime/subcontractor identified on the VSBE Participation Schedule.

An Offeror must properly complete and submit a separate Attachment E-1, VSBE Utilization Affidavit and Prime/Subcontractor Participation Schedule, for the Functional Area (1, 2, and 3) for which it is submitting a proposal.

- C. As set forth in COMAR 21.11.13.05.B(2), when a verified VSBE firm participates on a Contract as a Prime Contractor, a procurement agency may count the distinct, clearly defined portion of the work of the contract that the VSBE Prime Contractor performs with its own work force towards meeting up to one hundred percent (100%) of the VSBE goal.
- D. In order to receive credit for self-performance, a VSBE Prime must list its firm in the VSBE Prime/Subcontractor Participation Schedule (**Attachment E-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.
- E. Within 10 Business Days from notification that it is the apparent awardee, the awardee must provide the following documentation to the Procurement Officer:
 - 1) VSBE Project Participation Statement (**Attachment E-2**);
 - 2) 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
 - 3) Any other documentation required by the Procurement Officer to ascertain Offeror responsibility in connection with the VSBE participation goal.

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

4.28 Living Wage Requirements

- A. 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 Maryland Department of Labor 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.

If subject to the Living Wage law, Contractor agrees that it will abide by all Living Wage law requirements, including but not limited to reporting requirements in COMAR 21.11.10.05. Contractor understands that failure of Contractor to provide such documents is a material breach of the terms and conditions and may result in Contract termination, disqualification by the State from participating in State contracts, and other sanctions. Information pertaining to reporting obligations may be found by going to the Maryland Department of Labor website <http://www.dlir.state.md.us/labor/prev/livingwage.shtml>.

Additional information regarding the State's living wage requirement is contained in **Attachment F**. Offerors must complete and submit the Maryland Living Wage Requirements Affidavit of Agreement (**Attachment F-1**) with their Proposals. If the Offeror fails to complete and submit the required documentation, the State may determine the Offeror to not be responsible under State law.

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.

- 1) The Tier 1 Area includes Montgomery, Prince George’s, Howard, Anne Arundel and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. In the event that the employees who perform the services are not located in the State, the head of the unit responsible for a State Contract pursuant to §18-102(d) of the State Finance and Procurement Article shall assign the tier based upon where the recipients of the services are located. 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. In this circumstance, the Contract will be determined to be a Tier (enter “1” or “2,” depending on where the majority of the service recipients are located) Contract.
- 2) The Contract will be determined to be a Tier 1 Contract or a Tier 2 Contract depending on the location(s) from which the Contractor provides 50% or more of the services. The Offeror must identify in its Proposal the location(s) from which services will be provided, including the location(s) from which 50% or more of the Contract services will be provided.
- 3) If the Contractor provides 50% or more of the services from a location(s) in a Tier 1 jurisdiction(s) the Contract will be a Tier 1 Contract.
- 4) If the Contractor provides 50% or more of the services from a location(s) in a Tier 2 jurisdiction(s), the Contract will be a Tier 2 Contract.

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.

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 or a change in the State minimum wage.

4.29 Federal Funding Acknowledgement

- 4.29.1 Applicable programmatic conditions that apply to the Contract due to federal funding (see **Attachment G**) – Federal Funding Acknowledgement will be at the Work Order level.

4.30 Conflict of Interest Affidavit and Disclosure

- 4.30.1 The Offeror shall complete and sign the Conflict of Interest Affidavit and Disclosure (**Attachment H**) and submit it with its Proposal.
- 4.30.2 By submitting a Conflict of Interest Affidavit and Disclosure, the Contractor shall be construed as certifying all Contractor Personnel and subcontractors are also without a conflict of interest as defined in COMAR 21.05.08.08A.
- 4.30.3 Additionally, a Contractor has an ongoing obligation to ensure that all Contractor Personnel are without conflicts of interest prior to providing services under or individual

Work Orders issued under the Contract. For policies and procedures applying specifically to Conflict of Interests, the Contract is governed by COMAR 21.05.08.08.

- 4.30.4 Participation in Drafting of Specifications: Disqualifying Event:** Offerors are advised that Md. Code Ann. State Finance and Procurement Article §13-212.1(a) provides generally that “an individual who assists an executive unit in the drafting of specifications, an invitation for bids, a request for proposals for a procurement, or the selection or award made in response to an invitation for bids or a request for proposals, or a person that employs the individual, may not: (1) submit a bid or proposal for that procurement; or (2) assist or represent another person, directly or indirectly, who is submitting a bid or proposal for that procurement.” Any Offeror submitting a Proposal in violation of this provision shall be classified as “not responsible.” See COMAR 21.05.03.03.

4.31 Non-Disclosure Agreement

4.31.1 Non-Disclosure Agreement (Offeror)

A Non-Disclosure Agreement (Offeror) is not required for this procurement.

4.31.2 Non-Disclosure Agreement (Contractor)

All Offerors are advised that this solicitation and any Contract(s) are subject to the terms of the Non-Disclosure Agreement (NDA) contained in this solicitation as **Attachment I**. 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.

4.32 HIPAA - Business Associate Agreement

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

4.33 Nonvisual Access

This solicitation does not contain Information Technology (IT) provisions requiring Nonvisual Access.

4.34 Mercury and Products That Contain Mercury

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

4.35 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 L**. The Disclosure must be provided with the Proposal.

4.36 Department of Human Services (DHS) Hiring Agreement

This solicitation does not require a DHS Hiring Agreement.

4.37 Small Business Reserve (SBR) Procurement

This solicitation is designated as a Small Business Reserve (SBR) solicitation for Functional Area 3. This solicitation is not designated as a Small Business Reserve (SBR) solicitation for Functional Area 1 and Functional Area 2.

- 4.37.1** This is a Small Business Reserve Procurement for which award will be limited to certified small business vendors. Only businesses that meet the statutory requirements set forth in State Finance and Procurement Article, §§14-501—14-505, Annotated Code of Maryland, and that are certified by GOSBA Small Business Reserve Program are eligible for award of a contract.
- 4.37.2** For the purposes of a Small Business Reserve Procurement, a small business is a for-profit business, other than a broker, that meets the following criteria:
- A.** It is independently owned and operated;
 - B.** It is not a subsidiary of another business;
 - C.** It is not dominant in its field of operation; and
 - 1) With respect to employees, in its most recently completed three (3) fiscal years:
 - a) Its wholesale operations did not employ more than 50 persons;
 - b) Its retail operations did not employ more than 25 persons;
 - c) Its manufacturing operations did not employ more than 100 persons;
 - d) Its service operations did not employ more than 100 persons;
 - e) Its construction operations did not employ more than 50 persons; and
 - f) The architectural and engineering services of the business did not employ more than 100 persons; or
 - 2) With respect to gross sales, in its most recently completed three (3) fiscal years:
 - a) The gross sales of its wholesale operations did not exceed an average of \$4,000,000;
 - b) The gross sales of its retail operations did not exceed an average of \$3,000,000;
 - c) The gross sales of its manufacturing operations did not exceed an average of \$2,000,000;
 - d) The gross sales of its service operations did not exceed an average of \$10,000,000;
 - e) The gross sales of its construction operations did not exceed an average of \$7,000,000; and
 - f) The gross sales of its architectural and engineering operations did not exceed an average of \$4,500,000.
 - D.** Note: If a business has not existed for three (3) years, the employment and gross sales average or averages shall be the average for each year or part of a year during which the business has been in existence.
 - E.** Further information on the certification process is available at eMaryland Marketplace Advantage.

- 4.37.3 Ineligible Proposals.** Under a small business reserve procurement, a business that is not a certified small business is ineligible for award of a contract.
- 4.37.4** Before awarding a contract under a procurement designated as a small business reserve procurement, the Procurement Officer shall verify that the apparent awardee is certified by the Governor’s Office of Small, Minority & Women Business Affairs as a small business. A procurement contract award under a small business reserve may not be made to a business that has not been SBR certified.

4.38 Maryland Healthy Working Families Act Requirements

On February 11, 2018, the Maryland Healthy Working Families Act went into effect. All offerors should be aware of how this Act could affect your potential contract award with the State of Maryland. See the Department of Labor, Licensing and Regulations web site for Maryland Healthy Working Families Act Information: <http://dlr.maryland.gov/paidleave/>.

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5 Proposal Format

5.1 Two Part Submission

Offerors shall submit Proposals in separate volumes (or envelopes):

1. Volume I – Technical Proposal
2. Volume II – Financial Proposal

5.2 Proposal Delivery and Packaging

- 5.2.1 Proposals delivered by facsimile and e-mail will not be considered.
- 5.2.2 Provide no pricing information in the Technical Proposal. Provide no pricing information on the media submitted in the Technical Proposal.
- 5.2.3 Offerors shall submit Proposals through the State’s internet based electronic procurement system, eMMA.
- 5.2.4 The Procurement Officer must receive all electronic 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.
- 5.2.5 Offerors shall provide their Proposals in two separate envelopes through eMMA following the [Quick Reference Guides](#) (QRG) labelled “5 - eMMA QRG Responding to Solicitations (RFP)” for double envelope submissions.
- 5.2.6 Two Part (Double Envelope) Submission:
 - A. Technical Proposal consisting of:
 - 1) Technical Proposal and all supporting material in Microsoft Word format, version 2007 or greater,
 - 2) Technical Proposal in searchable Adobe PDF format,
 - 3) a second searchable Adobe copy of the Technical Proposal, with confidential and proprietary information redacted (see **Section 4.8**), and
 - B. Financial Proposal consisting of:
 - 1) Financial Proposal entered into the price form Excel spreadsheet provided (Attachment B),
 - 2) Financial Proposal in searchable Adobe PDF format,
 - 3) A second searchable Adobe copy of the Financial Proposal, with confidential and proprietary information removed (see **Section 4.8**).

5.3 Volume I - Technical Proposal

NOTE: Omit all **pricing information** from the Technical Proposal (Volume I). Include pricing information only in the Financial Proposal (Volume II).

- 5.3.1 In addition to the instructions below, responses in the Offeror’s Technical Proposal shall reference the organization and numbering of Sections in the RFP (e.g., “Section 2.2.1

Response . . . ; “Section 2.2.2 Response . . .”). All pages of both Proposal volumes shall be consecutively numbered from beginning (Page 1) to end (Page “x”).

5.3.2 The Technical Proposal shall include the following documents and information in the order specified as follows.

1. The Technical Proposal shall be in Times New Roman font, 11-point, 8.5” x 11”, with 1” borders all around, and
2. Each section of the Technical Proposal shall be separated by a TAB as detailed below:

Note: If an Offeror exceeds the page limit requirements listed in the sections below, the Offeror will only be evaluated on the information in the pages that are within the required page limits. Any information presented beyond the required page limits will not be considered for evaluation.

A. 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.

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

Any information which is claimed to be 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. An explanation for each claim of confidentiality shall be included (see **Section 4.8 “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 and an explanation for each claim shall be included.

C. Offeror Information Sheet and Transmittal Letter (Submit under TAB B)

The Offeror Information Sheet (see **Appendix 2**) and a Transmittal Letter shall accompany the Technical Proposal. The purpose of the Transmittal Letter is to transmit the Proposal and acknowledge the receipt of any addenda to this RFP issued before the Proposal due date and time. Transmittal Letter should be brief, be signed by an individual who is authorized to commit the Offeror to its Proposal and the requirements as stated in this RFP.

D. Executive Summary (Submit under TAB C) (Page Limit: 2 pages, including tables & figures)

The Offeror shall condense and highlight the contents of the Technical Proposal in a separate section titled “Executive Summary.”

In addition, the Summary shall indicate whether the Offeror is the subsidiary of another entity, and if so, whether all information submitted by the Offeror pertains exclusively to the Offeror. If not, the subsidiary Offeror shall include a guarantee of performance from its parent organization as part of its Executive Summary (see **Section 4.16 “Offeror Responsibilities”**).

The Executive Summary shall also identify any exceptions the Offeror has taken to the requirements of this RFP, the Contract (**Attachment M**), or any other exhibits or attachments. Acceptance or rejection of exceptions is within the sole discretion of the State. **Exceptions to**

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

E. Minimum Qualifications Documentation (Submit under TAB D)

“Minimum Qualifications is not required per Section 1.1 of the RFP.”

F. Offeror Technical Response to RFP Requirements and Proposed Staffing Plan (Submit under TAB E) (Page Limit: 10 pages, including tables & figures)

The Offeror shall provide a Staffing Management Plan that demonstrates how the Offeror will provide resources and teams, and how the Contractor Personnel shall be managed. The Plan shall include, at a minimum:

1) **Staffing Plan**

The Offeror shall provide a Staffing Management Plan that demonstrates how the Offeror will provide resources in addition to the personnel requested in this Contract, and the Contractor Personnel shall be managed. The plan shall include:

- i. The number of staff currently employed or contracted by the Contractor and the number available for placement on a Work Order.
- ii. Process and proposed lead time for locating and bringing on board resources that meet the Work Order needs.
- iii. Description of approach for quickly substituting qualified personnel after start of a Work Order.
- iv. Any details regarding existing arrangements or partnerships with MBE/VSBE firms to provide staff on similar contracts.
- v. Process and strategies for encouraging participation by new MBE/VSBE firms to provide resources under this RFP.
- vi. The Offeror’s strategy to maintain and assure the ongoing quality of the services provided by the Offeror’s staff on active contracts.

2) For Functional Area 2 - the Offeror shall include the Case Studies. Please reference Section 3.10.1.

3) 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.

4) 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/Designee should problems arise under the Contract and explains how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner. Final procedures shall be submitted as indicated in **Section 3.8**.

5) Non-Compete Clause Prohibition:

The Department seeks to maximize the retention of personnel working under the Contract whenever there is a transition of the Contract from one contractor to another so as to minimize disruption due to a change in contractor and maximize the maintenance of institutional knowledge accumulated by such personnel. To help achieve this objective of staff retention, each Offeror shall agree that if awarded the Contract, the

Offeror's employees and agents filling the positions set forth in the staffing requirements of Section 3.10 working on the State contract shall be free to work for the contractor awarded the State contract notwithstanding any non-compete clauses to which the employee(s) may be subject. The Offeror agrees not to enforce any non-compete restrictions against the State with regard to these employees and agents if a different vendor succeeds it in the performance of the Contract. To evidence compliance with this non-compete clause prohibition, each Offeror must include an affirmative statement in its technical Proposal that the Offeror, if awarded a Contract, agrees that its employees and agents shall not be restricted from working with or for any successor contractor that is awarded the State business.

- 6) Provide the names and titles of the Offeror's management staff who will supervise the personnel and quality of services rendered under WO Agreements.

G. Offeror Qualifications and Capabilities (Submit under TAB F) (Page Limit: 2 pages, including tables & figures)

The Offeror shall include information on past experience with similar projects and services including information in support of the Offeror Experience criteria in **Section 3.10.1**. The Offeror shall provide a statement that details the Offeror's capabilities of providing the required services in the RFP Scope of Work. At minimum, this statement shall include the the following information:

- 1) The Offeror's strengths and abilities in recruiting and filling information technology roles with high quality candidates that meet and exceed the State's requirements;
- 2) The Offeror's technical experience in providing agile consulting services, as required in the RFP Scope of Work;
- 3) The Offeror's typical turnover rate and strategy to retain staff and maintain low turnover rates
- 4) The number of years the Offeror has provided the similar goods and services;
- 5) The number of clients/customers and geographic locations that the Offeror currently serves;
- 6) The names and titles of headquarters or regional management personnel who may be involved with supervising the services to be performed under the Contract;
- 7) The Offeror's process for resolving billing errors; and
- 8) An organizational chart that identifies the complete structure of the Offeror including any parent company, headquarters, regional offices, and subsidiaries of the Offeror.

H. References (Submit under TAB G) (Page Limit: 2 pages, including tables & figures)

At least three (3) references are requested from customers who are capable of documenting the Offeror's ability to provide the goods and services specified in this RFP. Each reference shall be from a client for whom the Offeror has provided goods and services within the past five (5) years and shall include the following information:

- 1) Name of client organization;
- 2) Name, title, telephone number, and e-mail address, if available, of point of contact for client organization; and
- 3) Value, type, duration, and description of goods and services provided.

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

I. List of Current or Prior Relevant State Contracts (Submit under TAB H) (Page Limit: 2 pages, including tables & figures)

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

- 1) The State contracting entity;
- 2) A brief description of the goods and services provided;
- 3) The dollar value of the contract;
- 4) The term of the contract;
- 5) The State employee contact person (name, title, telephone number, and, if possible, e-mail address); and
- 6) Whether the contract was terminated before the end of the term specified in the original contract, including whether any available renewal option was not exercised.

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

J. Financial Capability (Submit under TAB I) (Page Limit: 4pages, including tables & figures)

The 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:

- 1) Dun & Bradstreet Rating;
- 2) Standard and Poor's Rating;
- 3) Lines of credit;
- 4) Evidence of a successful financial track record; and
- 5) Evidence of adequate working capital.

K. Certificate of Insurance (Submit under TAB J)

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 3.6**. See **Section 3.6** for the required insurance certificate submission for the apparent awardee.

L. Subcontractors (Submit under TAB K) (Page Limit: 1 page, including tables & figures)

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 VSBE subcontracting goal(s), 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. 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.

M. Legal Action Summary (Submit under TAB L) (Page Limit: 1 page, including tables & figures)

This summary shall include:

- 1) A statement as to whether there are any outstanding legal actions or potential claims against the Offeror and a brief description of any action;
- 2) A brief description of any settled or closed legal actions or claims against the Offeror over the past five (5) years;
- 3) 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
- 4) In instances where litigation is ongoing and the Offeror has been directed not to disclose information by the court, provide the name of the judge and location of the court.

N. Technical Proposal - Required Forms and Certifications (Submit under TAB M)

- 1) All forms required for the Technical Proposal are identified in Table 1 of **Section 7** – RFP Attachments and Appendices. Unless directed otherwise by instructions within an individual form, complete, sign, and include all required forms in the Technical Proposal, under TAB M.
- 2) Offerors shall furnish any and all agreements and terms and conditions the Offeror expects the State to sign or to be subject to in connection with or in order to use the Offeror's services under this Contract. This includes physical copies of all agreements referenced and incorporated in primary documents, including but not limited to 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) and any AUP. The State does not agree to terms and conditions not provided in an Offeror's Technical Proposal and no action of the State, including but not limited to the use of any such software, shall be deemed to constitute acceptance of any such terms and conditions. Failure to comply with this section

renders any such agreement unenforceable against the State.

O. Economic Benefits Factors (Submit under TAB N) (Page Limit: 1 page, including tables & figures)

- 1) Offeror shall submit with its Proposal a narrative describing benefits that will accrue to the Maryland economy as a direct or indirect result of its performance of the Contract. Proposals will be evaluated to assess the benefit to Maryland's economy specifically offered. The economic benefit offered should be consistent with the Offeror's Total Proposal Price from **Attachment B**, the Financial Proposal Form. See COMAR 21.05.03.03A (3).
- 2) 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.
- 3) 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.
- 4) 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.
- 5) In responding to this section, the following do not generally constitute economic benefits to be derived from the Contract:
 - a) generic statements that the State will benefit from the Offeror's superior performance under the Contract;
 - b) descriptions of the number of Offeror employees located in Maryland other than those that will be performing work under the Contract; or
 - c) tax revenues from Maryland-based employees or locations, other than those that will be performing, or used to perform, work under the Contract.
- 6) 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 the Contract.
- 7) 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:
 - a) 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;**
 - b) 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; and whether Maryland employees working at least 30 hours per week and are employed at least 120 days during a 12-month period will receive paid leave. If no new positions or subcontracts are anticipated as a result of the Contract, so state explicitly;

- c) 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;
- d) Subcontract dollars committed to Maryland small businesses and MBEs; and
- e) 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.

P. Experience and Qualifications of Proposed Staff (Submit under TAB O) (Page Limit: 3 pages, including tables & figures)

The Offeror shall identify the qualifications and types of staff proposed to be utilized under the Contract. "Offeror Personnel" are the people employed by the Offeror that manage the staffing process, NOT the resources or teams being provided by the Contractor in response to a work order.

Specifically, the Offeror shall:

- 1) 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 Staffing Plan.
- 2) Include individual resumes for 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.
- 3) Include letters of intended commitment to work on the project, including letters from any proposed subcontractor(s). Offerors should be aware of restrictions on substitution of Key Personnel prior to RFP award (see Substitution Prior to and Within 30 Days After Contract Execution in Section 3.11.5).
- 4) 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.
- 5) If proposing differing personnel work hours than identified in the RFP, describe how and why it proposes differing personnel work hours.

5.4 Volume II – Financial Proposal

The Financial Proposal shall contain all price information in the format specified in **Attachment B**. The Offeror shall complete the Financial Proposal Form only as provided in the Financial Proposal

Instructions and the Financial Proposal Form itself. Do not amend, alter, or leave blank any items on the Financial Proposal Form or include additional clarifying or contingent language on or attached to the Financial Proposal Form. Failure to adhere to any of these instructions may result in the Proposal being determined to be not reasonably susceptible of being selected for award and rejected by the Department.

While the Financial Proposal for Functional Area 2 requires hourly labor rates for each labor category, the work orders for Functional Area 2 Contractors will be fixed price. The Contractor next in rotation will receive a work order request from the State. In response to the request, the Contractor must provide a fixed price proposal including a resource breakdown structure with labor categories, total hours for each labor category and respective hourly labor rates. The Contractor must also propose deliverable-based payment milestones. The State will review the Contractor's proposal and, in its sole discretion, determine whether to accept it or return for clarification and/or modification.

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6 Evaluation and Selection Process

6.1 Evaluation Committee

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

During the evaluation process, the Procurement Officer may determine at any time that a particular Offeror is not susceptible for award.

6.2 Technical Proposal Evaluation Criteria

Contracts will be awarded to all qualified Offerors most advantageous to the State, in accordance with Competitive Sealed Proposal procurement process under Code of Maryland Regulations 21.05.03.

6.2.1 Offeror's Technical Response to Requirements and Staffing Plan (See RFP § 5.3.2.F)

The State prefers the Offeror's Technical Proposal to illustrate 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 address and demonstrate an understanding of the work requirements and include plans to meet or exceed them.

6.2.2 Offeror Qualifications and Capabilities, including proposed subcontractors (See RFP § 5.3.2. G)

6.2.3 Economic Benefit to State of Maryland (See RFP § 5.3.2.O)

6.2.4 Experience and Qualifications of Proposed Staff (See RFP § 5.3.2.P)

6.3 Financial Proposal Evaluation Criteria

All Qualified Offerors (see **Section 6.5.2.D**) will be ranked from the lowest (most advantageous) to the highest (least advantageous) price based on the Total Proposal Price within the stated guidelines set forth in this RFP and as submitted on **Attachment B - Financial Proposal Form**. Financial Proposal will be evaluated separately. Offerors shall propose prices for all labor categories, regardless of an Offeror's ability to provide resources for the labor category. Offerors shall provide prices for all labor categories listed in the Financial Proposal **Attachment B - Financial Proposal Form**.

6.4 Reciprocal Preference

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

- A. The Maryland resident business is a responsible Offeror;
- B. The most advantageous Proposal is from a responsible Offeror whose principal office, or principal base of operations is in another state;

- C. The other state gives a preference to its resident businesses through law, policy, or practice; and
- D. The preference does not conflict with a federal law or grant affecting the procurement Contract.

- 6.4.2 The preference given shall be identical to the preference that the other state, through law, policy, or practice gives to its resident businesses.
- 6.4.3 Per COMAR 21.05.01.04(B)(4), reciprocal preference is inapplicable to Federally funded procurements.

6.5 Selection Procedures

6.5.1 General

- A. Contracts 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. With or without discussions, the State may determine the Offeror to be not responsible or the 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.

6.5.2 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 VSBE Utilization Affidavit and subcontractor Participation Schedule (**Attachment E-1**) is included and is properly completed, if there is a VSBE goal.
- B. Technical Proposals are evaluated for technical merit and ranked.
- C. Upon completion of the Technical Proposals and Financial Proposals evaluations and rankings, each Offeror will receive an overall ranking.
- 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.
- 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 substitutions of proposed personnel as allowed in Section 3.11 (Substitution of Personnel).**

6.5.3 Award Determination

Upon completion of the Technical Proposal and Financial Proposal evaluations and rankings, each Offeror will receive an overall ranking for each Functional Area. The Procurement Officer will recommend award of the Contracts to the responsible Offerors that submitted the Proposals determined

to be the most advantageous to the State. In making this most advantageous Proposal determination, technical factors will receive greater weight over the financial factors.

6.6 Documents Required upon Notice of Recommendation for Contract Award

Upon receipt of a Notification of Recommendation for Contract award, the apparent awardees shall complete and furnish the documents and attestations as directed in Table 1 of **Section 7 – RFP Attachments and Appendices**.

7 RFP ATTACHMENTS AND APPENDICES

Instructions Page

A Proposal submitted by the Offeror must be accompanied by the completed forms and/or affidavits identified as “with Proposal” in the “When to Submit” column in Table 1 below. All forms and affidavits applicable to this RFP, including any applicable instructions and/or terms, are identified in the “Applies” and “Label” columns in Table 1.

All Offerors are advised that if a Contract is awarded as a result of this solicitation, the successful Offeror will be required to complete certain forms and affidavits after notification of recommended award. The list of forms and affidavits that must be provided is described in Table 1 below in the “When to Submit” column.

Table 1: RFP ATTACHMENTS AND APPENDICES

Applies?	When to Submit	Label	Attachment Name
Y	Before Proposal	A	Pre-Proposal Conference Response Form
Y	With Proposal	B	Financial Proposal Instructions and Form
Y	With Proposal	C	Bid/Proposal Affidavit (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentC-Bid_Proposal-Affidavit.pdf)
Y	With Proposal	D	MBE Forms D-1A (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf) IMPORTANT: If this RFP contains different Functional Areas or Service Categories. A separate Attachment D-1A is to be submitted for each Functional Area or Service Category where there is a MBE goal.
Y	10 Business Days after recommended award	D	MBE Forms D-1B, D-1C,D-2, D-3A, D-3B (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf) Important: Attachment D-1C, if a waiver has been requested, is also required within 10 days of recommended award.
Y	As directed in forms	D	MBE Forms D-4A, D-4B, D-5 (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf)
Y	With Proposal	E	Veteran-Owned Small Business Enterprise (VSBE) Form E-1A (see link at http://procurement.maryland.gov/wp-

Applies?	When to Submit	Label	Attachment Name
			content/uploads/sites/12/2018/04/AttachmentE-VSBEForms.pdf IMPORTANT: If this RFP contains different Functional Areas or Service Categories. A separate Attachment E-1A is to be submitted for each Functional Area or Service Category where there is a VSBE goal.
Y	5 Business Days after recommended award	E	VSBE Forms E-1B, E-2, E-3 (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentE-VSBEForms.pdf) Important: Attachment E-1B, if a waiver has been requested, is also required within 10 days of recommended award.
Y	With Proposal	F	Maryland Living Wage Requirements for Service Contracts and Affidavit of Agreement (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentF-LivingWageAffidavit.pdf)
Y	With Work Order Response	G	Federal Funds Attachments (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentG-FederalFundsAttachment.pdf)
Y	With Proposal	H	Conflict of Interest Affidavit and Disclosure (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentH-Conflict-of-InterestAffidavit.pdf)

Y	5 Business Days after recommended award – However, suggested with Proposal	I	Non-Disclosure Agreement (Contractor) (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-I-Non-DisclosureAgreementContractor.pdf)
N	5 Business Days after recommended award – However, suggested with Proposal	J	HIPAA Business Associate Agreement (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-J-HIPAABusinessAssociateAgreement.pdf)
N	With Proposal	K	Mercury Affidavit (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-K-MercuryAffidavit.pdf)
Y	With Proposal	L	Location of the Performance of Services Disclosure (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-L-PerformanceofServicesDisclosure.pdf)
Y	5 Business Days after recommended award	M	Sample Contract (included in this RFP)
Y	5 Business Days after recommended award	N	Contract Affidavit (see link at https://procurement.maryland.gov/wp-content/uploads/sites/12/2020/03/Attachment-N-Affidavit.pdf)
N	5 Business Days after recommended award	O	DHS Hiring Agreement (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-O-DGSHiringAgreement.pdf)
Y	The “Anticipated Subcontractors” tab is required with proposal. 5 Business Days after recommended award - For the “Actual Subcontractors” tab.	P	Prime Contractor List of All Subcontractors Provide along with Attachment N Note for Attachment P – only the “Anticipated Subcontractors” tab is required with proposal
Appendices			
Applies?	When to Submit	Label	Attachment Name
Y	n/a	1	Abbreviations and Definitions (included in this RFP)
Y	With Proposal	2	Offeror Information Sheet (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Appendix2-Bidder_OfferorInformationSheet.pdf)

Y	n/a	3	Labor Categories (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/Appendix-x-Labor-Categories.dotx)
Y	Require with Work Order	4	Labor Resume Form (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/Appendix-xx-Labor-Resume-Form.dotx)
Additional Submissions			
Applies?	When to Submit	Label	Document Name
Y	5 Business Days after recommended award	N/A	Evidence of meeting insurance requirements (see Section 3.6); 1 copy
Y	10 Business Days after recommended award	N/A	PEP; 1 copy
Y	With deliverables	5	Deliverable Product Acceptance Form (DPAF) (see online at http://doit.maryland.gov/contracts/Documents/_procurementForms/DeliverableProductAcceptanceForm-DPAFsample.pdf)
Y	N/A	6	Sample Work Order

Attachment A. Pre-Proposal Conference Response Form

Solicitation Number BPM043644

Statewide Agile Teams 2024

A Pre-Proposal conference will be held on Friday, May 17, 2024, at 11:00 am local time via Google Meet

Please return this form by Monday, May 15, at 2:00 pm local time, advising whether or not your firm plans to attend. The completed form should be returned via e-mail to the Procurement Officer at the contact information below:

Emmanuel Smith
DGS
E-mail: emmanuel.smith1@maryland.gov

Please indicate:

_____ Yes, the following representatives will be in attendance (include name and e-mail address).

Attendees (Check the RFP for limits to the number of attendees allowed):

- 1.
- 2.
- 3.

_____ No, we will not be in attendance.

Please specify whether any reasonable accommodations are requested (see RFP § 4.1 “Pre-Proposal conference”):

Offeror: _____
Offeror Name (please print or type)

By: _____
Signature/Seal

Printed Name: _____
Printed Name

Title: _____
Title

Date: _____
Date

Directions to the Pre-Proposal Conference

Virtual Conference

Attachment B. Financial Proposal Instructions & Form

B-1 Financial Proposal Instructions

Attachment B – Financial Proposal Instructions & Form is provided as a separate Microsoft Excel Spreadsheet for each Functional Area.

Attachment C. Proposal Affidavit

See link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentC-Bid_Proposal-Affidavit.pdf.

Attachment D. Minority Business Enterprise (MBE) Forms

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf>.

This solicitation includes a Minority Business Enterprise (MBE) participation goal of 25 percent and no subgoals:

Attachment E. Veteran-Owned Small Business Enterprise (VSBE) Forms

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentE-VSBEForms.pdf>.

This solicitation includes a VSBE participation goal of 5 %.

Attachment F. Maryland Living Wage Affidavit of Agreement for Service Contracts

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentF-LivingWageAffidavit.pdf> to complete the Affidavit.

- 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/prev/livingwage.shmtl> and clicking on Living Wage for State Service Contracts.

Attachment G. Federal Funds Attachments

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentG-FederalFundsAttachment.pdf>. Additional Federal Contract Provisions applicable if federal funds wholly or partially support the (work order).

The contractor must comply with the following provisions:

1. Executive Order 11246, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60): The Executive Order prohibits federal contractors and federally-assisted construction contractors and subcontractors who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires Government contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.
2. The Clean Air Act, Section 306:
 1. No Federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 113(c)(2), the condition giving rise to the conviction also shall be considered to include any substantive violation of this Act associated with the violation of 113(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.
 2. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).
 3. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
 4. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
 5. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]
3. The Clean Water Act:
 1. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.

2. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.
3. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:
 1. requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and
 2. setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
4. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
5. The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.
6. (1) No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.

(2) In paragraph (1), the term "commercial item" has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).
4. The Anti-Lobbying Act: This Act prohibits the recipients of federal contracts, grants, and loans from using appropriated funds for lobbying the Executive or Legislative Branches of the federal government in connection with a specific contract, grant, or loan. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the applicant certifies 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 making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant 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 grant 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 include in the award documents for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

5. Americans with Disabilities Act: This Act (28 CFR Part 35, Title II, Subtitle A) prohibits discrimination on the basis of disability in all services, programs, and activities provided to the public by State and local governments, except public transportation services.
6. Drug Free Workplace Statement: The Federal government implemented the Drug Free Workplace Act of 1988 in an attempt to address the problems of drug abuse on the job. It is a fact that employees who use drugs have less productivity, a lower quality of work, and a higher absenteeism, and are more likely to misappropriate funds or services. From this perspective, the drug abuser may endanger other employees, the public at large, or themselves. Damage to property, whether owned by this entity or not, could result from drug abuse on the job. All these actions might undermine public confidence in the services this entity provides. Therefore, in order to remain a responsible source for government contracts, the following guidelines have been adopted:
 1. The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the work place.
 2. Violators may be terminated or requested to seek counseling from an approved rehabilitation service.
 3. Employees must notify their employer of any conviction of a criminal drug statute no later than five days after such conviction.
 4. Although alcohol is not a controlled substance, it is nonetheless a drug. It is the policy of the Arkansas Department of Health WIC Program that abuse of this drug will also not be tolerated in the workplace.
 5. Contractors of federal agencies are required to certify that they will provide drug-free workplaces for their employees.
7. Debarment, suspension, and other responsibility matters: As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110.
 1. The applicant certifies that it and its principals:
 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 2. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 4. Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.
 2. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.
8. The federal government reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal government purposes, the

copyright in any work developed under a grant, sub-grant, or contract under a grant or sub-grant or any rights of copyright to which a contractor purchases ownership.

Attachment H. Conflict of Interest Affidavit and Disclosure

See link at <https://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentH-Conflict-of-InterestAffidavit.pdf>

Attachment I. Non-Disclosure Agreement (Contractor)

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-I-Non-DisclosureAgreementContractor.pdf>.

Attachment J. HIPAA Business Associate Agreement

This solicitation does not require a HIPAA Business Associate Agreement.

Attachment K. Mercury Affidavit

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

Attachment L. Location of the Performance of Services Disclosure

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-L-PerformanceofServicesDisclosure.pdf>.

Attachment M. Contract

Department of General Services (DGS)

“Statewide Agile Teams 2024”

BPM043644

THIS CONTRACT (the “Contract”) is made this ____ day of _____, 20__ by and between _____ (the “Contractor”) and the STATE OF MARYLAND, acting through the MARYLAND DEPARTMENT OF GENERAL SERVICES (“DGS” or the “Department”).

In consideration of the promises and the covenants herein contained, the adequacy and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

1. Definitions

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

- 1.1 “COMAR” means Code of Maryland Regulations.
- 1.2 “Contractor” means the entity first named above whose principal business address is (Contractor’s primary address) and whose principal office in Maryland is (Contractor’s local address), whose Federal Employer Identification Number or Social Security Number is (Contractor’s FEIN), and whose eMaryland Marketplace Advantage vendor ID number is (eMMA Number).
- 1.3 “Financial Proposal” means the Contractor’s [pick one: Financial Proposal or Best and Final Offer (BAFO)] dated _____ (Financial Proposal date or BAFO date).
- 1.4 Minority Business Enterprise (MBE) – Any legal entity certified as defined at COMAR 21.01.02.01B (54) which is certified by the Maryland Department of Transportation under COMAR 21.11.03.
- 1.5 “RFP” means the Request for Proposals for Agile Scrum Resources 2, Solicitation # BPM043644, and any amendments, addenda, and attachments thereto issued in writing by the State.
- 1.6 “State” means the State of Maryland.
- 1.7 “Technical Proposal” means the Contractor’s Technical Proposal dated. _____ (Technical Proposal date), as modified and supplemented by the Contractor’s responses to requests clarifications and requests for cure, and by any Best and Final Offer.
- 1.8 “Veteran-owned Small Business Enterprise” (VSBE) means A business that is verified by the Center for Verification and Evaluation (CVE) of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13.
- 1.9 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 perform in accordance with this Contract and Exhibits A-D, which are listed below and incorporated herein by reference. If there is any conflict between this Contract and the Exhibits, the terms of the 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, executed by the Contractor and dated (date of Attachment C)

Exhibit C – The Technical Proposal

Exhibit D – The Financial Proposal

- 2.2 The Procurement Officer may, at any time, by written order, make unilateral changes in the work within the general scope of the Contract. No other order, statement, or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.
- 2.3 Without limiting the rights of the Procurement Officer under Section 2.2 above, the Contract may be modified by mutual agreement of the parties, provided: (a) the modification is made in writing; (b) all parties sign the modification; and (c) all approvals by the required agencies as described in COMAR Title 21, are obtained.

3. Period of Performance

- 3.1 The term of this Contract begins on the date the Contract is signed by the Department following any required prior approvals, including approval by the Board of Public Works, if such approval is required (the "Effective Date") and shall continue until _____ ("Initial Term").
- 3.2 The Contractor's performance under the Contract shall commence as of the date provided in a written NTP.
- 3.3 The Contractor's obligation to pay invoices to subcontractors providing products/services in connection with this Contract, as well as the audit; confidentiality; document retention; patents, copyrights & intellectual property; warranty; indemnification obligations; and limitations of liability under this Contract; and any other obligations specifically identified, shall survive expiration or termination of the Contract.

4. Consideration and Payment

- 4.1 In consideration of the satisfactory performance of the work set forth in this Contract, the Department shall pay the Contractor in accordance with the terms of this Contract and at the prices quoted in the Financial Proposal. Unless properly modified (see above Section 2), payment to the Contractor pursuant to this Contract, including the Initial Term and any Renewal Term, shall not exceed the Contracted amount.

The total payment 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.

- 4.2 Unless a payment is unauthorized, deferred, delayed, or set-off under COMAR 21.02.07, 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 as required by RFP section 3.3.

The Contractor may be eligible to receive late payment interest at the rate of 9% per annum if:

- (1) The Contractor submits an invoice for the late payment interest within thirty days after the date of the State's payment of the amount on which the interest accrued; and
- (2) A contract claim has not been filed under State Finance and Procurement Article, Title 15, Subtitle 2, Annotated Code of Maryland.

The State is not liable for interest:

- (1) Accruing more than one year after the 31st day after the agency receives the proper invoice; or
- (2) On any amount representing unpaid interest. Charges for late payment of invoices are authorized only as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable.

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.

Electronic funds transfer shall be used by the State to pay Contractor pursuant to this Contract and any other State payments due Contractor unless the State Comptroller's Office grants Contractor an exemption.

- 4.3 In addition to any other available remedies, if, in the opinion of the Procurement Officer, the Contractor fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the Contractor to be reduced or withheld until such time as the Contractor meets performance standards as established by the Procurement Officer.
- 4.4 Payment of an invoice by the Department is not evidence that services were rendered as required under this Contract.

5. Rights to Records

- 5.1 The Contractor agrees that all documents and materials including, but not limited to, software, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, graphics, mechanical, artwork, computations, and data prepared by the Contractor for purposes of this Contract shall be the sole property of the State and shall be available to the State at any time. The State shall have the right to use the same without restriction and without compensation to the Contractor other than that specifically provided by this Contract.
- 5.2 The Contractor agrees that at all times during the term of this Contract and thereafter, works created as a Deliverable under this Contract (as defined in **Section 7.2**), and services performed under this Contract shall be "works made for hire" as that term is interpreted under U.S. copyright law. To the extent that any products created as a Deliverable under this Contract are not works made for hire for the State, the Contractor hereby relinquishes, transfers, and assigns to the State all of its rights, title, and interest (including all intellectual property rights) to all such products created under this Contract, and will cooperate reasonably with the State in effectuating and registering any necessary assignments.
- 5.3 The Contractor shall report to the Contract Manager/Designee, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all data delivered under this Contract.

- 5.4 The Contractor shall not affix any restrictive markings upon any data, documentation, or other materials provided to the State hereunder and if such markings are affixed, the State shall have the right at any time to modify, remove, obliterate, or ignore such warnings.
- 5.5 Upon termination or expiration of the Contract, the Contractor, at its own expense, shall deliver any equipment, software or other property provided by the State to the place designated by the Procurement Officer.

6. Exclusive Use

- 6.1 The State shall have the exclusive right to use, duplicate, and disclose any data, information, documents, records, or results, in whole or in part, in any manner for any purpose whatsoever, that may be created or generated by the Contractor in connection with this Contract. If any material, including software, is capable of being copyrighted, the State shall be the copyright owner and Contractor may copyright material connected with this project only with the express written approval of the State.
- 6.2 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 as provided for in **Section 8. Confidential or Proprietary Information and Documentation**.

7. Patents, Copyrights, and Intellectual Property

- 7.1. All copyrights, patents, trademarks, trade secrets, and any other intellectual property rights existing prior to the Effective Date of this Contract shall belong to the party that owned such rights immediately prior to the Effective Date (“Pre-Existing Intellectual Property”). If any design, device, material, process, or other item provided by Contractor is covered by a patent or copyright or which is proprietary to or a trade secret of another, the Contractor shall obtain the necessary permission or license to permit the State to use such item or items pursuant to its rights granted under the Contract.
- 7.2 Except for (1) information created or otherwise owned by the Department or licensed by the Department from third parties, including all information provided by the Department to Contractor; (2) materials created by Contractor or its subcontractor(s) specifically for the State under the Contract (“Deliverables”), except for any Contractor Pre-Existing Intellectual Property included therein; and (3) the license rights granted to the State, all right, title, and interest in the intellectual property embodied in the solution, including the know-how and methods by which the solution is provided and the processes that make up the solution, will belong solely and exclusively to Contractor and its licensors, and the Department will have no rights to the same except as expressly granted in this Contract. Any SaaS Software developed by Contractor during the performance of the Contract will belong solely and exclusively to Contractor and its licensors. For all Software provided by the Contractor under the Contract, Contractor hereby grants to the State a nonexclusive, irrevocable, unlimited, perpetual, non-cancelable, and non-terminable right to use and make copies of the Software and any modifications to the Software. For all Contractor Pre-Existing Intellectual Property embedded in any Deliverables, Contractor grants to the State a license to use such Contractor Pre-Existing Intellectual Property in connection with its permitted use of such Deliverable. During the period between delivery of a Deliverable by Contractor and the date of payment therefor by the State in accordance with this Contract (including throughout the duration of any payment dispute discussions), subject to the terms and conditions contained herein, Contractor grants the State a royalty-free, non-exclusive, limited license to use such Deliverable and to use any Contractor Materials contained therein in accordance with this Contract.

- 7.3. Subject to the terms of **Section 10**, Contractor shall defend, indemnify and hold harmless the State and its agents and employees, from and against any and all claims, costs, losses, damages, liabilities, judgments and expenses (including without limitation reasonable attorneys' fees) arising out of or in connection with any third party claim that the Contractor-provided products/services infringe, misappropriate or otherwise violate 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.
- 7.4 Without limiting Contractor's obligations under Section 5.3, if an infringement claim occurs, or if the State or the Contractor believes such a claim is likely to occur, 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 allegedly infringing component or service in accordance with its rights under this Contract; or (b) replace or modify the allegedly infringing component or service so that it becomes non-infringing and remains compliant with all applicable specifications.
- 7.5 Except as otherwise provided herein, Contractor shall not acquire any right, title or interest (including any intellectual property rights subsisting therein) in or to any goods, Software, technical information, specifications, drawings, records, documentation, data or any other materials (including any derivative works thereof) provided by the State to the Contractor. Notwithstanding anything to the contrary herein, the State may, in its sole and absolute discretion, grant the Contractor a license to such materials, subject to the terms of a separate writing executed by the Contractor and an authorized representative of the State as well as all required State approvals.
- 7.6 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.
- 7.7 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.
- 7.8 The Contractor shall not affix (or permit any third party to affix), without the Department's consent, any restrictive markings upon any Deliverables that are owned by the State, and if such markings are affixed, the Department shall have the right at any time to modify, remove, obliterate, or ignore such warnings.
- 8. Confidential or Proprietary Information and Documentation**
- 8.1 Subject to the Maryland Public Information Act and any other applicable laws including, without limitation, HIPAA, the HI-TECH Act, and the Maryland Medical Records Act and regulations promulgated pursuant thereto, 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 or cloud infrastructure, if applicable) shall be held in confidence by

the other party. Each party shall, however, be permitted to disclose, as provided by and consistent with applicable law, relevant confidential information to its officers, agents, and Contractor Personnel to the extent that such disclosure is necessary for the performance of their duties under this Contract. Each officer, agent, and Contractor Personnel to whom any of the State's confidential information is to be disclosed shall be advised by Contractor of the obligations hereunder, and bound by, confidentiality at least as restrictive as those of set forth in this Contract..

- 8.2 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.

9. Loss of Data

- 9.1 In the event of loss of any State data or records where such loss is due to the act or omission of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for restoring or recreating, as applicable, such lost data in the manner and on the schedule set by the Contract Manager/Designee. The Contractor shall ensure that all data is backed up and recoverable by the Contractor. At no time shall any Contractor actions (or any failures to act when Contractor has a duty to act) damage or create any vulnerabilities in data bases, systems, platforms, and applications with which the Contractor is working hereunder.
- 9.2 In accordance with prevailing federal or state law or regulations, the Contractor shall report the loss of non-public data as directed in **RFP Section 3.7**.
- 9.3 Protection of data and personal privacy (as further described and defined in RFP Section 3.8) 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 conditions identified in **RFP Section 3.7**.

10. Indemnification and Notification of Legal Requests

- 10.1. At its sole cost and expense, Contractor shall (i) indemnify and hold the State, its employees and agents harmless from and against any and all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to attorneys' fees and costs), whether or not involving a third party claim, which arise out of or relate to the Contractor's, or any of its subcontractors', performance of this Contract and (ii) cooperate, assist, and consult with the State in the defense or investigation of any such claim, demand, action or suit. 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.
- 10.2. The State has no obligation: (i) 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 against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations or performance under this Contract, or (ii) to pay any judgment or settlement of any such suit, claim or action. Notwithstanding the foregoing, the Contractor shall promptly notify the Procurement Officer of any such claims, demands, actions, or suits.
- 10.3. Notification of Legal Requests. In the event the Contractor receives a subpoena or other validly issued administrative or judicial process, or any discovery request in connection with any litigation, requesting State Pre-Existing Intellectual Property, of other information considered to be the property of the State, including but not limited to State data stored with or otherwise accessible by

the Contractor, the Contractor shall not respond to such subpoena, process or other legal request without first notifying the State, unless prohibited by law from providing such notice. The Contractor shall promptly notify the State of such receipt providing the State with a reasonable opportunity to intervene in the proceeding before the time that Contractor is required to comply with such subpoena, other process or discovery request. .

11. Non-Hiring of Employees

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

12. Disputes

This Contract shall be subject to the provisions of Md. Code Ann., State Finance and Procurement Article, Title 15, Subtitle 2, 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 thirty (30) days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously with or within thirty (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.

13. Maryland Law Prevails

- 13.1 This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland.
- 13.2 The Maryland Uniform Computer Information Transactions Act (Commercial Law Article, Title 22 of the Annotated Code of Maryland) does not apply to this Contract or any purchase order, Work Order, or Notice to Proceed issued thereunder, or any software, or any software license acquired hereunder.
- 13.3 Any and all references to the Maryland Code, annotated and contained in this Contract shall be construed to refer to such Code sections as are from time to time amended.

14. 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, sexual orientation, gender identification, marital status, national origin, ancestry, genetic information, or any otherwise unlawful use of characteristics, or disability of a qualified individual with a disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or the individual's refusal to submit to a genetic test or make available the results of a genetic test; (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.

15. Contingent Fee Prohibition

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

16. Non-Availability of Funding

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

17. Termination for Default

If the Contractor fails to fulfill its obligations under this Contract properly and on time, fails to provide any required annual and renewable bond 30 days prior to expiration of the current bond then in effect, or otherwise violates any provision of the Contract, the State may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the State's option, become the State's property. The State shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the State can affirmatively collect damages. Termination hereunder, including the termination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

18. 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 21.07.01.12A (2).

19. Delays and Extensions of Time

- 19.1 The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract.
- 19.2 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.

20. Suspension of Work

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

21. 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.

22. Financial Disclosure

The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every business that enters into contracts, leases, or other agreements with the State or its agencies during a calendar year under which the business is to receive in the aggregate, \$200,000 or more, shall within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$200,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

23. Political Contribution Disclosure

The Contractor shall comply with Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into a procurement contract with the State, a county, or a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of \$200,000 or more, shall file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contributions in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on or before: (i) May 31, to cover the six (6) month period ending April 30; and (ii) November 30, to cover the six (6) month period ending October 31. Additional information is available on the State Board of Elections website: http://www.elections.state.md.us/campaign_finance/index.html.

24. Retention of Records

The Contractor and subcontractors shall retain and maintain all records and documents in any way relating to this Contract for (i) three (3) years after final payment by the State hereunder, or (ii) any applicable federal or State retention requirements (such as HIPAA) or condition of award, , whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, as designated by the Procurement Officer, at all reasonable times. The Contractor shall provide copies of all documents requested 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. All records related in any way to the Contract are to be retained for the entire time provided under this section.

25. Right to Audit

- 25.1 The State reserves the right, at its sole discretion and at any time, to perform an audit of the Contractor's performance under this Contract. 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, security operations and performance practices (financial or otherwise) the Contractor's compliance with the Contract, including but not limited to adequacy and compliance with established procedures and internal controls over the services performed pursuant to the Contract.
- 25.2 Upon three (3) Business Days' notice, the State shall be provided reasonable access to Contractor's records to perform any such audits. The department may conduct these audits with any or all of its own internal resources or by securing the services of a third party accounting or audit firm, solely at the Department's election. The department may copy any record related to the services performed pursuant to the Contract. The Contractor agrees to fully cooperate and assist 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.
- 25.3 The right to audit shall include any of the Contractor's subcontractors including but not limited to any lower tier subcontractor(s). The Contractor shall ensure the Department has the right to audit such subcontractor(s).

26. Compliance with Laws

The Contractor hereby represents and warrants that:

- a. It is qualified to do business in the State and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- b. It is not in arrears with respect to the payment of any monies due and owing the State, 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;
- c. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
- d. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

27. Cost and Price Certification

- 27.1 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 the date of its Proposal.
- 27.2 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 of its Proposal, was inaccurate, incomplete, or not current.

28. Subcontracting; Assignment

The Contractor may not subcontract any of its obligations under this Contract without obtaining the prior written approval of the Procurement Officer, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the Procurement Officer, each at the State's sole and absolute discretion; provided, however, that a Contractor may assign monies receivable under a contract after written notice to the State. Any subcontracts shall include such language as may be required in various clauses contained within this Contract, exhibits, and attachments. The Contract shall not be assigned until all approvals, documents, and affidavits are completed and properly registered. The State shall not be responsible for fulfillment of the Contractor's obligations to its subcontractors.

29. Limitations of Liability

- 29.1 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 as follows:
- (a) For infringement of patents, trademarks, trade secrets and copyrights as provided in **Section 7 "Patents, Copyrights, Intellectual Property"** of this Contract;
 - (b) Without limitation for damages for bodily injury (including death) and damage to real property and tangible personal property; and
 - (c) For all other claims, damages, loss, costs, expenses, suits or actions in any way related to this Contract and regardless of the basis on which the claim is made, Contractor's liability shall not exceed <<two (2) >>times the total value of the Contract or \$1,000,000, whichever is greater. The above limitation of liability is per incident.
 - (d) 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.
- 29.2 Contractor's indemnification obligations for Third party claims arising under Section 10 ("Indemnification") of this Contract are included in this limitation of liability only if the State is immune from liability. Contractor's indemnification liability for third party claims arising under Section 10 of this Contract shall be unlimited if the State is not immune from liability for claims arising under Section 10.
- 29.3. In no event shall the existence of a subcontract operate to release or reduce the liability of Contractor hereunder. For purposes of this Contract, Contractor agrees that it is responsible for performance of the services and compliance with the relevant obligations hereunder by its subcontractors.

30. Commercial Nondiscrimination

- 30.1 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, genetic information or an individual's refusal to submit to a genetic test or make available the results of a genetic test or on the basis of disability, or otherwise unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have

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

- 30.2 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 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.
- 30.3 The Contractor shall include the language from 30.1, or similar clause approved in writing by the Department, in all subcontracts.

31. Prompt Pay Requirements

- 31.1 If the Contractor withholds payment of an undisputed amount to its subcontractor, the Department, 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) Take other or further actions as appropriate to resolve the withheld payment.
- 31.2 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, without limitation: (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.
- 31.3 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 a subcontractor under this **section 31**, 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.

- 31.4 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 MBE program.
- 31.5 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:
 - i. Inspecting any relevant records of the Contractor;
 - ii. Inspecting the jobsite; and
 - iii. Interviewing subcontractors and workers.Verification shall include a review of:
 - i. The Contractor's monthly report listing unpaid invoices over thirty (30) days old from certified MBE subcontractors and the reason for nonpayment; and
 - ii. The monthly report of each certified MBE subcontractor, which lists payments received from the Contractor in the preceding thirty (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:
 - i. Terminate the Contract;
 - ii. Refer the matter to the Office of the Attorney General for appropriate action; or
 - iii. Initiate any other specific remedy identified by the Contract, including the contractual remedies required by any applicable laws, regulations, and directives regarding the payment of undisputed amounts.
 - (d) 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.

32. 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.

33. Use of Estimated Quantities

Unless specifically indicated otherwise in the State's solicitation or other controlling documents related to the Scope of Work, any sample amounts provided are estimates only and the Department does not guarantee a minimum or maximum number of units or usage in the performance of this Contract.

34. Risk of Loss; Transfer of Title

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

35. 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.

36. Miscellaneous

- 36.1 Any provision of this Contract which contemplates performance or observance subsequent to any termination or expiration of this Contract shall survive termination or expiration of this Contract and continue in full force and effect.
- 36.2 If any term contained in this Contract is held or finally determined to be invalid, illegal, or unenforceable in any respect, in whole or in part, such term shall be severed from this Contract, and the remaining terms contained herein shall continue in full force and effect, and shall in no way be affected, prejudiced, or disturbed thereby.
- 36.3 The headings of the sections contained in this Contract are for convenience only and shall not be deemed to control or affect the meaning or construction of any provision of this Contract.
- 36.4 This Contract may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures provided by facsimile or other electronic means, e.g, and not by way of limitation, in Adobe .PDF sent by electronic mail, shall be deemed to be original signatures.

37. Contract Manager/Designee and Procurement Officer

- 37.1 The State representative for this Contract who is primarily responsible for Contract administration functions, including issuing written direction, invoice approval, monitoring this 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. The Contract Manager/Designee may authorize in writing one or more State representatives to act on behalf of the Contract Manager/Designee in the performance of the Contract Manager/Designee's

responsibilities. The Department may change the Contract Manager/Designee at any time by written notice to the Contractor.

- 37.2 The Procurement Officer has responsibilities as detailed in the Contract and is the only State representative who can authorize changes to the Contract. The Department may change the Procurement Officer at any time by written notice to the Contractor.

38. 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:

Emmanuel G. Smith
Maryland Department of General Services (DGS)
301 W. Preston Street, Mezzanine (M-7)
Baltimore, Maryland 21201
Phone Number: 410-767-4586
E-Mail: Emmanuel.smith1@maryland.gov

If to the Contractor:

(Contractor's Name)
(Contractor's primary address)
Attn: _____

[[Delete the following if a parent company guarantee is inapplicable:]]

Parent Company Guarantor

Contact: _____
Attn: _____

39. Liquidated Damages for MBE

- 39.1 The Contract requires the Contractor to comply in good faith 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 comply in good faith 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.
- 39.2 Therefore, upon issuance of a written determination by the State that the Contractor failed to comply in good faith with one or more of the specified MBE Program requirements or MBE Contract provisions, the Contractor shall 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.

- (a) Failure to submit each monthly payment report in full compliance with COMAR 21.11.03.13B (3): \$(to be determined by requesting agency and entered into the Work Order) per day until the monthly report is submitted as required.
- (b) 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): \$(to be determined by requesting agency and entered into the Work Order)per MBE subcontractor.
- (c) 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 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.
- (d) 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.
- (e) Failure to promptly pay all undisputed amounts to an MBE subcontractor in full compliance with the prompt payment provisions of the Contract: \$(to be determined by requesting agency and entered into the Work Order) per day until the undisputed amount due to the MBE subcontractor is paid

393 Notwithstanding the assessment or availability of liquidated damages, the State reserves the right to terminate the Contract and exercise any and all other rights or remedies which may be available under the Contract or Law.

40. Parent Company Guarantee (If applicable)

If a Contractor intends to rely on its Parent Company in some manner while performing on the State Contract, the following clause should be included and completed for the Contractor's Parent Company to guarantee performance of the Contractor. The guarantor/Contractor's Parent Company should be named as a party and signatory to the Contract and should be in good standing with SDAT.

(Corporate name of Contractor's 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 Contractor's Parent Company) may not transfer this absolute guaranty to any other person or entity without the prior express written approval of the State, which approval the State may grant, withhold, or qualify in its sole and absolute subjective discretion. (Corporate name of Contractor's Parent Company) further agrees that if the State brings any claim, action, lawsuit or proceeding against (Contractor), (Corporate name of Contractor's Parent Company) may be named as a party, in its capacity as Absolute Guarantor.

41. Federal Department of Health and Human Services (DHHS) Exclusion Requirements

The Contractor agrees that it will comply with federal provisions (pursuant to §§ 1128 and 1156 of the Social Security Act and 42 C.F.R. 1001) that prohibit payments under certain federal health care programs to any individual or entity that is on the List of Excluded Individuals/Entities maintained by DHHS. By executing this Contract, the Contractor affirmatively declares that neither it nor any

employee is, to the best of its knowledge, subject to exclusion. The Contractor agrees, further, during the term of this Contract, to check the List of Excluded Individuals/Entities prior to hiring or assigning individuals to work on this Contract, and to notify the Department immediately of any identification of the Contractor or an individual employee as excluded, and of any DHHS action or proposed action to exclude the Contractor or any Contractor employee.

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

HIPAA clauses do not apply to this Contract.

43. Hiring Agreement (Not Applicable)

44. Limited English Proficiency

The Contractor shall provide equal access to public services to individuals with limited English proficiency in compliance with Md. Code Ann., State Government Article, §§ 10-1101 et seq., and Policy Guidance issued by the Office of Civil Rights, Department of Health and Human Services, and MDH Policy 02.06.07.

45. Maryland's Green Purchasing Reporting Requirements

The State of Maryland reserves the right to request from the Contractor quarterly sales data over the life of this contract. This information must include details about the recycled content, third-party sustainability certifications, and other environmental attributes of products and services sold on this price agreement per the contract specifications.

This information will enable Maryland State agencies to comply with Article §14-405 of the Annotated Code of Maryland and COMAR 21.13.01.14, effective October 1, 2014, which requires Maryland state agencies to report to the Department of General Services on their procurement of environmentally preferable products and services.

To facilitate consistent reporting on targeted contracts, the Contractor will be provided with a VENDOR GREEN SALES REPORT template by the Maryland Department of General Services.

SIGNATURES ON NEXT PAGE

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

Contractor

State of Maryland
Department of General Services (DGS)

By:

By: Yasin Mohammad
Director of Procurement

Date

PARENT COMPANY (GUARANTOR) (if applicable)

By:

By:

Date

Date

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

Assistant Attorney General

APPROVED BY BPW: _____

(Date) (BPW Item #)

Attachment N. Contract Affidavit

See link at <https://procurement.maryland.gov/wp-content/uploads/sites/12/2020/03/Attachment-N-Affidavit.pdf>

Attachment O. DHS Hiring Agreement

This solicitation does not require a DHS Hiring Agreement.

Attachment P. Prime Contractor List of Subcontractors

Attached as an Excel Spreadsheet

Appendix 1. – Abbreviations and Definitions

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

- A. 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.
- B. Access – The ability or the means necessary to read, write, modify, or communicate data/information or otherwise use any information system resource.
- C. Business Day(s) – The official working days of the week to include Monday through Friday. Official working days excluding State Holidays (see definition of “Normal State Business Hours” below).
- D. COMAR – Code of Maryland Regulations available on-line at <http://www.dsd.state.md.us/COMAR/ComarHome.html>.
- E. Contract – The Contract awarded to the successful Offeror pursuant to this RFP. The Contract will be in the form of **Attachment M**.
- F. Contract Manager/Designee – The State representative for the Contract who is primarily responsible for Contract administration functions, including issuing written direction, invoice approval, monitoring this 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. The Contract Manager/Designee may authorize in writing one or more State representatives to act on behalf of the Contract Manager/Designee in the performance of the Contract Manager/Designee’s responsibilities. The Department may change the Contract Manager/Designee at any time by written notice to the Contractor.
- G. Contractor – The selected Offeror that is awarded a Contract by the State.
- H. 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.
- I. Data Breach – The unauthorized acquisition, use, modification or disclosure of State data, or other Sensitive Data.
- J. Department – The unit of the Maryland State government procuring equipment and services through the Contract issued as a result of this RFP.
- K. Department of General Services or (DGS or the “Department”).
- L. eMMA – eMaryland Marketplace Advantage (see RFP **Section 4.2**).
- M. Enterprise License Agreement (ELA) – An agreement to license the entire population of an entity (employees, on-site contractors, off-site contractors) accessing a software or service for a specified period of time for a specified value.
- N. Fixed Hourly Labor Category Rates – Fully loaded hourly rates established in the Contract that include all direct and indirect costs and profit for the Contractor to perform Installation services required in the RFP.
- O. Fully Loaded – The inclusion in labor category billing rates of all profit, direct, and indirect costs associated with performing Installation services required in the RFP. The indirect costs shall include all costs that would normally be considered general and administrative costs and/or routine travel costs, or which in any way are allocated by the Contractor against direct labor hours as a means of calculating profit or recouping costs which cannot be directly

attributable to services required in a RFP. Nonroutine travel costs will be identified in aRFP, when appropriate.

- P. Information System – A discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.
- Q. Information Technology (IT) – All electronic information-processing hardware and software, including: (a) maintenance; (b) telecommunications; and (c) associated consulting services.
- R. Key Personnel – All Contractor Personnel identified in the solicitation as such that are essential to the work being performed under the Contract. See RFP **Sections 3.10**.
- S. Life Cycle - Managed software development and implementation.
- T. 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.
- U. Minority Business Enterprise (MBE) – Any legal entity certified as defined at COMAR 21.01.02.01B (54) which is certified by the Maryland Department of Transportation under COMAR 21.11.03.
- V. Normal State Business Hours - Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except State Holidays, which can be found at: www.dbm.maryland.gov – keyword: State Holidays.
- W. Notice to Proceed (NTP) – A written notice from the Procurement Officer that work under the Contract, project, Work Order (as applicable) is to begin as of a specified date. The NTP Date is the start date of work under the Contract, project, Work Order. Additional NTPs may be issued by either the Procurement Officer or the Contract Manager/Designee regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.
- X. NTP Date – The date specified in a NTP for work on Contract, project, Work Order to begin.
- Y. Offeror – An entity that submits a Proposal in response to this RFP.
- Z. 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 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.
- AA. Procurement Officer – Prior to the award of any Contract, the sole point of contact in the State for purposes of this solicitation. After Contract award, the Procurement Officer has responsibilities as detailed in the Contract (**Attachment M**) and is the only State representative who can authorize changes to the Contract. The Department may change the Procurement Officer at any time by written notice to the Contractor.
- BB. Proposal – As appropriate, either or both of the Offeror’s Technical or Financial Proposal.
- CC. 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.

- DD. Request for Proposals (RFP) – This Request for Proposals issued by the Department of General Services (Department), with the Solicitation Number and date of issuance indicated in the Key Information Summary Sheet, including any amendments thereto.
- EE. Rotational – All Contractors awarded a Contract will receive an equitable amount and opportunity for work on a revolving and on-going basis based on the order of their overall final ranking.
- FF. 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.
- GG. Security or Security Measures – The technology, policy and procedures that a) protects and b) controls access to networks, systems, and data.
- HH. Sensitive Data - Means PII;PHI; 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(e) and Md. Code Ann., St. Govt. § 10-1301(c) and information not subject to disclosure under the Public Information Act, Title 4 of the General Provisions Article; and 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; or (2) is linked or linkable to an individual, such as medical, educational, financial, and employment information.
- II. State – The State of Maryland.
- JJ. Source Code – Executable instructions for Software in its high level, human readable form which are in turn interpreted, parsed and/or compiled to be executed as part of a computing system.
- KK. System Availability – The period of time the Solution works as required excluding non-operational periods associated with planned maintenance.
- LL. System Documentation – Those materials necessary to wholly reproduce and fully operate the most current deployed version of the Solution in a manner equivalent to the original Solution including, but not limited to:
- 1) 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 Contract;
 - 2) All associated rules, reports, forms, templates, scripts, data dictionaries and database functionality;
 - 3) All associated configuration file details needed to duplicate the run time environment as deployed in the current deployed version of the system;
 - 4) All associated design details, flow charts, algorithms, processes, formulas, pseudo-code, procedures, instructions, help files, programmer’s notes and other documentation;
 - 5) 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);

- 6) All associated user instructions and/or training materials for business users and technical staff, including maintenance manuals, administrative guides and user how-to guides; and
 - 7) Operating procedures.
- MM. Technical Safeguards – The technology and the policy and procedures for its use that protect State Data and control access to it.
- NN. Third Party Software – Software and supporting documentation that:
- 1) are owned by a third party, not by the State, the Contractor, or a subcontractor;
 - 2) are included in, or necessary or helpful to the operation, maintenance, support or modification of the Solution; and
 - 3) are specifically identified and listed as Third-Party Software in the Proposal.
- OO. Total Proposal Price - The Offeror's total price for goods and services in response to this solicitation, included in Financial Proposal **Attachment B** – Financial Proposal Form.
- PP. Upgrade - A new release of any component of the Solution containing major new features, functionality and/or performance improvements.
- QQ. Veteran-owned Small Business Enterprise (VSBE) – A business that is verified by the Center for Verification and Evaluation (CVE) of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13.
- RR. Work Order (WO) – A subset of work authorized by the Contract Manager/Designee performed under the general scope of this RFP, which is defined in advance of Contractor fulfillment, and which may not require a Contract Modification. Except as otherwise provided, any reference to the Contract shall be deemed to include reference to a Work Order.

Appendix 2. – Offeror Information Sheet

See link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Appendix2-Bidder_OfferorInformationSheet.pdf.

Appendix 3. Labor Categories

1. Accessibility Testing Specialist

Position Description: The Accessibility Testing Specialist must be able to test websites, web applications and software to ensure compliance with WCAG 2.1 AA success criteria. This individual must be able to fluently utilize JAWS, NVDA and Voiceover to test our range of IT solutions. In addition, they must be able to conduct mobile testing on iOS and Android OS.

Education: A Bachelor's Degree in Human Centered Computing, UX Design, Computer Science, Information Technology, Accessibility, assistive technology or a related field.

General Experience: The proposed candidate must have at least three (3) years of website and or application testing experience.

Specialized experience: The proposed candidate must have at least two (2) years of experience conducting manual and automated testing. Knowledge of ADA, Section 504 (part 794 in particular) and 508, Universal design principles, WCAG 2.1. Preferably, testers will have completed accessibility training courses or certifications such as the Department of Homeland Security Trusted Tester program, International Association of Accessibility Professionals (IAAP) CPACC or WAS certifications.

2. Administrator, System

Position Description: Monitor and coordinate all data system operations, including security procedures, and liaison with end users. Ensure that necessary system backups are performed, and storage and rotation of backups is accomplished. Monitor and maintain records of system performance and capacity to arrange vendor services or other actions for reconfiguration and anticipate requirements for system expansion. Assist managers to monitor and comply with State data security requirements. Coordinate software development, user training, network management and minor installation and repair of equipment.

Education: An Associate's Degree from an accredited college or university in Computer Science, Information Systems, Business or other related technical discipline. A Bachelor's Degree in one of the above disciplines equals one-year specialized and two (2) years general experience. An additional year of specialized experience may be substituted for the required education.

General Experience: Two (2) years of experience in a computer-related field.

Specialized Experience: One (1) year of experience administering multi user, shared processor systems and data communications networks

3. Agile Coach (Junior)

Position Description: Provides consulting, coaching, and training on Agile practices to enhance Agile software development practices. Identifies organizational impediments to successful Agile transformation and works to effectively resolve them. May manage others.

Education: This position requires a bachelor's degree from an accredited college or university in area of specialty.

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

4. Agile Coach (Senior)

Position Description: Provides consulting, coaching, and training on Agile practices to enhance Agile software development practices. Identifies organizational impediments to successful Agile transformation and works to effectively resolve them. May manage others.

Education: This position requires a bachelor's degree from an accredited college or university in area of specialty

General Experience: The proposed candidate must have at least ten (10) years of relevant experience

5. Analyst, Computer Software/Integration (Senior)

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

- A. Presenting system designs for user approval at formal reviews.
- B. Performing configuration management, software integration, interpreting software test results, and
- C. recommending solutions for unsatisfactory test results; and
- D. Providing solutions to identified software problem reports.
- E. **Education:** This position requires a Bachelor's degree from an accredited college or university with a major in computer science, information systems, engineering, business, or a related scientific or technical discipline. (Note: A Master's degree is preferred.)

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

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

6. Analyst, Computer Systems (Junior)

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

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

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

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

7. Analyst, Computer Systems (Senior)

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

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

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

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

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

8. Analyst, Financial (Junior)

Position Description: The Financial Analyst shall clearly define government financial business practices and Electronic Commerce/Electronic Data Interchange (EC/EDI) opportunities, and incorporate the defined processes into an automated solution that include relational databases and distributed systems for integration into the government financial business system. The Financial Analyst is responsible for performing the following tasks:

- A. Identifying potential problems and recommending solutions through analysis;
- B. Working with functional specialists, automation specialists, Contractors, vendors, and customers to effectively automate the customer's requirements into an automated application;
- C. Acting as a focal point to coordinate all disciplines in the recommended solution;
- D. Communicating with both IT and financial oriented individuals to document the flow, recommend opportunities, impact recommendations, and serve as the liaison between the financial specialist and automation specialist that do not have both disciplines; and
- E. Applying state-of-the-art applications that will automate financial applications in the most effective manner while adhering to the established Accounting Principles and Practices.

Education: This position requires a Bachelor's degree from an accredited college or university with a major in Finance, Business, or a related technical discipline. (Note: A Master's degree is preferred.)

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

Specialized Experience: The proposed candidate must have at least three (3) years of experience in financial management with demonstrated ability in analyzing, designing, and developing automated applications for unique business practices in a fee-for-service environment.

9. Analyst, Financial (Senior)

Position Description: The Financial Analyst (Senior) provides financial management planning and execution support. His/her responsibilities include performing the following tasks:

- A. Conducting investment analyses or other complex operational analyses;
- B. Providing expertise and support in conducting a full range of investment analyses activities, including market surveys, cost analyses, benefits analyses, risk analyses, economic analyses, requirements definitions, schedule development, and tradeoff studies;
- C. Supporting architecture efforts including economic analyses of architecture alternatives, architecture issues resolutions, and affordability analyses;
- D. Classifying and summarizing financial data for the preparation and submission of reports on a recurring basis; and
- E. Applying financial analysis to information systems issues.

Education: This position requires a Bachelor's degree from an accredited college or university in Economics, Business, Accounting, Finance, or related discipline. (Note: A Master's degree and a CPA are preferred.) **General Experience:** The proposed candidate must have at least eight (8) years of progressive experience as an analyst or have been involved in analyst type functions in a business related subject area such as accounting, finance or economics.

Specialized Experience: The proposed candidate must have at least five (5) years of financial management experience with demonstrated ability in analyzing information systems. This individual must have knowledge of theories, principles, and practices of financial management, including time value analyses, cash flow analyses, and cost/benefit and return on investment analyses.

10. Analyst, Systems (Junior)

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

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

General Experience: The proposed candidate must have at least eight (5) years of experience in information technology systems analysis.

Specialized Experience: The proposed candidate must have at least five (3) years of experience in the design of business applications on IT systems. This position requires a broad knowledge of data sources, data flow, system interactions, advanced computer equipment and software applications, and advanced systems design techniques to develop solutions to unyielding complex problems and to advise officials on systems design and IT forecasts.

11. Analyst, System (Senior)

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

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

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

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

12. Application Database Administrator (Junior)

Position Description: Design, monitor, maintain, and application performance tune production databases while ensuring high levels of data availability. This individual is responsible for performing the following tasks:

- A. The Application Database Administrator's role is to design, monitor, maintain, and application performance tune production databases while ensuring high levels of data availability.
- B. Analyzes data requirements, application and processing architectures, data dictionaries, and database schema(s), and then designs, develops, amends, optimizes, and certifies database schema design to meet system(s) requirements.
- C. Gathers, analyzes, and normalizes relevant information related to, and from business processes, functions, and operations to evaluate data credibility and determine relevance and meaning.
- D. Assists in developing and designing database and warehouse applications across multiple platforms and computing environments.
- E. Assists in the development of an overall data architecture that supports the information needs of the business in a flexible but secure environment.
- F. Responsible for developing, implementing, and overseeing database policies and procedures to ensure databases' integrity and availability and accompanying software.

Education: This position requires an Associate's degree from an accredited college or university in Computer Science or a related scientific or technical discipline. Technical training may substitute at a equivalent rate of the required experience.

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

Specialized Experience: The proposed candidate must have at least two (2) years of experience with cloud services (AWS, Microsoft Azure); and Linux and Windows Server environment.

13. Application Database Administrator (Senior)

Position Description: Position Description: Design, monitor, maintain, and application performance tune production databases while ensuring high levels of data availability. This individual is responsible for performing the following tasks:

- A. Analyzes data requirements, application and processing architectures, data dictionaries, and database schema(s), and then designs, develops, amends, optimizes, and certifies database schema design to meet system(s) requirements.
- B. Gathers, analyzes, and normalizes relevant information related to, and from business processes, functions, and operations to evaluate data credibility and determine relevance and meaning.
- C. Assists in developing and designing database and warehouse applications across multiple platforms and computing environments.
- D. Assists in the development of an overall data architecture that supports the information needs of the business in a flexible but secure environment.
- E. Responsible for developing, implementing, and overseeing database policies and procedures to ensure databases' integrity and availability and accompanying software.

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

General Experience: The proposed candidate must have at least five (6) years of relevant experience.

Specialized Experience: The proposed candidate must have at least four (4) years of experience with cloud services (AWS, Microsoft Azure); and Linux and Windows Server environments; Experience with database technologies (MySQL, MS SQL, PostgreSQL Oracle, MongoDB) a plus.

14. Application Developer, Advanced Technology (Junior)

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

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

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

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

15. Application Developer, Advanced Technology (Senior)

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

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

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

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

16. Application Development Expert

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

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

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

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

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

17. Applications Operations Engineer

Position Description: The Application Operations Engineer helps to design, implement, monitor and update applications that support or improve technology solution operations. Responsibilities include but not limited to the following

- A. Schedule, manage and support applications and batch operations in all environments
- B. Maintain availability, performance, scalability and efficiency of applications
- C. Monitor, troubleshoot and resolve incidents related to application and batch operations
- D. Utilize triaging and monitoring tools to monitor application and infrastructure performance
- E. Responsible for analysis, problem definition, requirements and development for data fixes

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

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

Specialized Experience: The proposed candidate must have at least three (3) years of experience as an application operations engineer on large-scale distributed applications and knowledge of computer technologies

18. Applications Programmer

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

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

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

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

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

19. Architect (Information Technology, Senior)

Position Description: The Information Technology Architect (Senior) shall provide expertise in the most current principles and practices of architecture data management systems and experience in large system designs, and with data modeling in the information management arena. This individual provides expertise in modeling and organizing information to facilitate support of projects or information architectures. The individual also provides guidance on how and what to data and process model. The position primarily deals with transition planning from legacy to modern systems by concentrating on information flows, data exchange, and data translation standardization services.

Education: Bachelor's Degree from an accredited college or university with a major in Engineering, Computer Science, Mathematics or a related field. Master's degree preferred.

General Experience: At least ten (10) years of experience planning, designing, building, and implementing IT systems.

Specialized Experience: At least five (5) years of the required ten (10) years of experience must be in the direct supervision and management of major projects that involve providing professional support services and/or the integration, implementation and transition of large complex system and subsystem architectures. Must have led or been chief architect in major IT implementation efforts. Must demonstrate a broad understanding of client IT environmental issues and solutions and be a recognized expert within the IT industry. Must demonstrate advanced abilities to team and mentor and possess demonstrated excellence in written and verbal communication skills.

20. Architect, Application (Senior)

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

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

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

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

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

21. Architect, Internet/Web

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

Education: Preference for a Bachelor’s Degree in Computer Science, Information Systems, or other related field or equivalent work experience.

General Experience: At least five (5) years of IT work experience.

Specialized Experience: Has worked independently or as a part of a team under general supervision and coached more junior technical staff. Technical expert in IT organization. Provides input into highly complex and high impacting decisions as it relates to area of expertise.

22. Architect, Systems (Junior)

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

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

Education: This position requires a Bachelor’s degree from an accredited college or university in Computer Science, Information Systems or a related field; or one (1) year of equivalent experience in a related field. (Note: A Master’s degree in Information Technology is a plus.)

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

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

23. Architect, Systems (Senior)

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

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

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

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

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

24. Business Intelligence Developer

Position Description: Responsible for developing and operating business intelligence (BI) platforms, tools, and reports. The individual is responsible for the following tasks:

- A. Design, develop and maintain BI solutions, extract, transform, load (ETL) processes, and dashboards.
- B. Gather and analyze requirements from stakeholders to ensure the BI solution meets needs.
- C. Develop data models to support reporting and analytics.
- D. Implement ETL processes to analyze data from various source systems and data formats.
- E. Create interactive dashboards, reports, and visualizations.
- F. Collaboration with multiple teams to understand requirements and objectives.
- G. Administer testing and troubleshooting.
- H. Create and update documentation.

Education: This position requires a bachelor's or master's degree from an accredited college or university with a major in computer science, statistics, mathematics, economics, or related field. Three (3) years of equivalent experience in a related field may be substituted for the Bachelor's degree.

General Experience: The proposed candidate must have a minimum of three (3) years of experience as a BI Developer.

Specialized experience: The candidate should have experience as a BI developer or similar role with a strong understanding of data modeling and ETL processes. The candidate should be proficient in SQL and experience with BI tools/software. They should possess a strong understanding of data warehouse, data lakehouse, and data mart concepts.

25. Computer Programmer (Junior)

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

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

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

26. Computer Programmer (Senior)

Position Description: The Computer Programmer (Senior) shall utilize IT equipment and languages (third- and fourth-generation or current state-of-the-art) to develop and prepare diagrammatic plans to solve business, management, communications, and strategic problems. This individual shall design detailed programs, flowcharts, and diagrams showing mathematical computations and sequence of

machine operations necessary to copy and process data and print results. This individual shall verify the accuracy and completeness of programs and systems by preparing sample representative data, and perform testing by means of cycle and system processing.

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

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

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

27. Computer Specialist (Junior)

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

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

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

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

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

28. Computer Specialist (Senior)

Position Description: The Computer Specialist (Senior) shall determine costs for converting computer systems from one language or machine to another by using compilers, simulators, emulators, and/or language translators and to recommend better utilization of operating systems capabilities for improving system efficiency. Develops, manages, maintains, and evaluates current state-of-the-art computer hardware, software, and software development tools; evaluates their ability to support specific requirements and interface with other equipment and systems; determines potential and actual bottlenecks and proposes recommendations for their elimination; and makes recommendations for system improvements that will result in optimal hardware and software use.

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 eight (8) years of computer experience in at least two of the following disciplines: system analysis, system programming, application programming, and equipment analysis.

Specialized Experience: At least five (5) years of experience either as a computer hardware or systems software specialist or as a systems analyst with duties relating to the evaluation of third and fourth generation of current state-of-the-art computer hardware and software and its ability to support specific requirements for hardware and software evaluation, system management, or large-scale system development and maintenance.

29. Computer System Programmer (Junior)

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

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

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

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

30. Computer System Programmer (Senior)

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

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

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

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

31. Database Management Specialist (Junior)

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

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

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

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

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

32. Database Management Specialist (Senior)

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

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

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

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

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

33. Database Manger

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

- A. Planning and budgeting staff and data resources;

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

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

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

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

34. Data Analyst

Position Description: Responsible for collecting, organizing, interpreting, and analyzing data to extract meaningful insights and share with stakeholders. The individual is responsible for the following tasks:

- A. Collect, clean, and organize data from various sources for accuracy, completeness, and reliability.
- B. Perform data analysis to identify trends, patterns, and correlations.
- C. Create data models, algorithm, and statistical techniques to solve problems.
- D. Develop actionable insights based on analysis to support decisions.
- E. Collaboration with multiple teams to understand requirements and objectives.
- F. Monitor data quality and integrity.
- G. Develop data visualizations, dashboards, and reports.

Education: This position requires a Bachelor's degree from an accredited college or university with a major in computer science, statistics, mathematics, economics, or related field. Three (3) years of equivalent experience in a related field may be substituted for the Bachelor's degree.

General Experience: The proposed candidate must have a minimum of three (3) years of experience in data analytics.

Specialized experience: The candidate should have experience as a data analyst or similar role with a strong understanding of data analysis techniques. The candidate should be proficient in SQL, Python, R, or related programming.

35. Data Architect

Position Description: Responsible for designing and implementing data architecture in alignment with the agency/organization's business practice. The individual is responsible for the following tasks:

- A. Design, develop, and maintain end-to-end data architecture.
- B. Define and enforce data architecture standards, principles, and best practices.

- C. Collaboration with multiple teams to understand data usage requirements and objectives.
- D. Identify and evaluate data management solutions and technologies.
- E. Implement data governance policies and procedures to promote data quality, integrity, security, and compliance.
- F. Evaluate, improve, and optimize current systems.
- G. Create and update documentation.

Education: This position requires a bachelor's or master's degree from an accredited college or university with a major in computer science, statistics, mathematics, economics, or related field. Three (3) years of equivalent experience in a related field may be substituted for the Bachelor's degree.

General Experience: The proposed candidate must have a minimum of three (3) years of experience as a data architect.

Specialized experience: The candidate should have experience as a data architect or similar role with a strong understanding of data architecture principles and practices. The candidate should be proficient in data modeling tools and knowledgeable of relational, non-relational, and graph databases, along with data management platforms.

36. Data Engineer

Position Description: Responsible for designing, building, and maintaining data pipelines and infrastructure to support data-driven decisions and analytics. The individual is responsible for the following tasks:

- A. Design, develop and maintain data pipelines, and extract, transform, load (ETL) processes to collect, process and store structured and unstructured data
- B. Build data architecture and storage solutions, including data lakehouses, data lakes, data warehouse, and data marts to support analytics and reporting
- C. Develop data reliability, efficiency, and quality checks and processes
- D. Prepare data for data modeling
- E. Monitor and optimize data architecture and data processing systems
- F. Collaboration with multiple teams to understand requirements and objectives
- G. Administer testing and troubleshooting related to performance, reliability, and scalability
- H. Create and update documentation

Education: This position requires a bachelor's or master's degree from an accredited college or university with a major in computer science, statistics, mathematics, economics, or related field. Three (3) years of equivalent experience in a related field may be substituted for the Bachelor's degree.

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

Specialized experience: The candidate should have experience as data engineer or similar role with a strong understanding of data architecture and ETL processes. The candidate should be proficient in programming languages for data processing and knowledgeable of distributed computing and parallel processing.

37. Data Scientist

Position Description: Responsible for developing techniques or analytics to transform raw data into meaningful information using statistical analysis, machine learning, and visualization software. The individual is responsible for the following tasks:

Collect, process, and analyze structured and unstructured data applying data mining, data modeling, natural language processing, and machine learning techniques.

Develop predictive models and algorithms to solve problems.

Design data pipelines and workflow to automate data processing.

Collaboration with multiple teams to understand requirements and objectives.

Develop data visualizations, dashboards, and reports.

Education: This position requires a Master's Degree or PH.D. from an accredited college or university with a major in computer science, statistics, mathematics, economics, or related field. Three (3) years of equivalent experience in a related field may be substituted for the Bachelor's degree.

General Experience: The proposed candidate must have a minimum of three (3) years of experience in data science.

Specialized experience: The candidate should have experience as a data scientist or similar role with a strong understanding of statistical analysis and machine learning techniques. The candidate should be proficient in SQL, Python, R, or related programming and experience with machine learning libraries and frameworks. They should possess an understanding of statistical concepts and methodologies, such as regression analysis, clustering, and classification.

38. Data Center Technical Support

Position Description: Planning, analysis, troubleshooting, integration, acquisition, installation, operations, maintenance, training, documentation, and administration services for computer centers. This individual is responsible for performing the following tasks:

- A. Develop/provide user manuals, programmer maintenance manuals, system design documentation; Provide operations and maintenance support;
- B. Analyze and assess equipment and performance degradation, including determination of hardware, software, and/or other technical changes necessary to meet operational requirements;
- C. Perform data entry;
- D. Provide support services to maintain operational data storage and retrieval applications resident on diverse computer platforms including, but not limited to, mainframes, and minicomputers;
- E. Implement and maintain backup and disaster recovery systems and processes;
- F. Develop standard operating procedures for the data center and associated systems/applications;
- G. Provide alternative sources of computer operations support and/or data center facilities;
- H. Provide assistance and help to users in areas, including, but not limited to, personalized assistance, telephone assistance and limited training.
- I. Perform hardware/software testing, installation, and maintenance.
- J. Collect and maintain statistics on hardware and software problems, maintenance service calls, and user base;
- K. Migrate data from system A to system B, which may require data QA/QC, data cleansing, data conversion and manipulations management.
- L. Monitor system performance and coordinate with office system vendors and users on efficient and effective use of the system.
- M. Provide technical training on all functions of the system.

- N. Develop requirements/specifications for hardware, software, and/or services;
- O. Develop special applications as required;
- P. Maintain system architecture/schematic on hardware, software, circuits, and codes for each system and user(s);
- Q. Develop and maintain a configuration management program for all supported applications;
- R. Develop and maintain a lifecycle management program for all hardware and software applications;
- S. Centrally administer software licenses, including dynamic allocation;
- T. Perform network-based detection of viruses and unauthorized software and facilities to counter/eliminate/control;
- U. Centrally distribute electronic software;
- V. Migrate systems between State-owned and/or commercial facilities
- W. Manage and administer user identifications; passwords; and security keys; and
- X. Provide secure data center facility to host mission critical applications.

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

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

39. DevOps Engineer (Junior)

Position Description: Develops, maintains and optimizes the software development environment. Responsible for infrastructure, build, integration and software deployment process. Creates email accounts and provides system access. Should know scripting languages such as Ruby and Python.

Education: This position requires a bachelor's degree in area of specialty

General Experience: At least two (2) years of relevant experience.

40. DevOps Engineer (Senior)

Position Description: Develops, maintains and optimizes the software development environment. Responsible for infrastructure, build, integration and software deployment process. Creates email accounts and provides system access. Should know scripting languages such as Ruby and Python.

Education: This position requires a bachelor's degree in area of specialty

General Experience: At last five (5) years of relevant experience.

41. Documentation Specialist

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

- A. Conducting research and ensuring the use of proper technical terminology;

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

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

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

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

42. Engineering Manager

Position Description: The Engineering Manager oversees technical teams within the engineering department, focusing on the successful completion of projects. **Responsibilities include:**

- A. Leading and coordinating engineering projects from conception to implementation;
- B. Managing, mentoring, and developing a team of engineers;
- C. Reviewing and approving product design and changes;
- D. Collaborating with other departments to integrate engineering functions with business objectives;
- E. Enhancing team performance through process improvements and training;
- F. Providing technical and strategic leadership in problem-solving complex technical problems.

Education: This position requires a Bachelor's degree from an accredited college or university in engineering, technology, or a related technical discipline; a Master's degree in engineering or business administration is preferred.

General Experience: The candidate must have at least seven (4) years of progressive experience in the engineering field, with a demonstrated track record of managing mid to large-scale projects.

Specialized Experience: Must have at least five (4) years of experience in a managerial role within an engineering environment, with proven capabilities in team leadership and project management. Experience in strategic planning and execution, quality control, and cross-functional team collaboration is essential.

43. Engineer, Systems Design

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

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

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

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

44. Engineer, Information

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

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

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

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

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

45. Engineer, Software

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

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

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

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

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

46. Engineer, Systems (Junior)

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

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

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

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

47. Engineer, Systems (Senior)

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

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

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

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

48. Group Facilitator (Senior)

Position Description: The Group Facilitator (Senior) provides assistance in the group decision-making process by intervening to help a group improve its effectiveness and efficiency through enhanced problem identification, problem solutions and decision-making skills. This position's responsibilities include performing the following tasks:

- A. Taking primary responsibility for managing the group process and assists groups to be more effective by improving existing group practices;
- B. Guiding groups through proven processes and understands basic group dynamics and interrelationships; and
- C. Intervening when it is evident that the group process or other factors interfere with a group's ability to accomplish specific goals and objectives.

Education: A Bachelor's degree from an accredited college or university with a major in Education, the Social Sciences, Human Resources, Business or a related field.

General Experience: The proposed candidate must have at least five (5) years of experience as a group facilitator.

Specialized Experience: The proposed candidate must have at least three (3) years of experience as a group facilitator involving technical projects.

49. Help Desk Specialist (Junior)

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

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

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

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

50. Help Desk Specialist (Senior)

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

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

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

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

51. IT Professional (Senior)

Position Description: Identifies strategic issues for the Information Management Department and advises IT Senior Management of the risks and/or opportunities created by these issues. Issues will be centered on IT measurements and IT project management. IT measurements will encompass the refining or creating of measures related to value creation of IT products and services. Project Management will include presenting recommendations on ways of managing projects more effectively (including, but not limited to: appropriate methodology and quality reviews) Accountabilities include coordinating input from

various IT departments to develop recommendations, conducting analyses of issues and ensuring adequate communication of the endorsed positions and recommendations to stakeholders.

Education: Bachelor's Degree from an accredited college or university in Engineering, Computer Science, Information Systems, Business, Mathematics or a related technical or business field. A Master's degree is preferred.

General Experience: At least eight (8) years of relevant industry experience in the discipline required.

52. Machine Learning Engineer

Position Description: Work with internal teams and external vendors and partners to design, build, and deploy ML models to solve complex problems across state government, using techniques like supervised and unsupervised learning, deep learning, natural language processing, and computer vision. You will collaborate closely with data scientists/analysts/engineers, software engineers, subject matter experts, designers, and others. Responsibilities include:

- A. Prototyping, implementing, and optimizing ML algorithms and pipelines for scalability and performance.
- B. Integrating ML models into production systems, ensuring seamless deployment and monitoring.
- C. Collaborating with cross-functional teams to understand business requirements and translate them to technical solutions.
- D. Staying up-to-date with the latest developments in ML techniques, tools, and frameworks.

Qualifications:

- A. Proven experience as an ML engineer or similar role
- B. Solid knowledge of ML and deep learning fundamentals with experience in one or more of computer vision, natural language processing, speech, reinforcement learning, generative models, etc.
- C. Knowledge of common ML frameworks and libraries.
- D. Strong programming skills with proven experience implementing ML solutions.
- E. Expertise in data manipulation, exploratory data analysis, and feature engineering.
- F. Excellent problem-solving, analytical, and critical thinking skills.
- G. Strong comms and collaboration abilities, with the ability to explain complex technical concepts to both technical and non-technical stakeholders.

Education:

- A. BA in relevant field desired.
- B. Masters or PhD in relevant field preferred but not required.
- C. If you have proven experience in the space, we are open to non-traditional pathways (relevant certifications showing you've leveled up in the space, etc).

53. Network Administrator

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

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

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

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

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

54. Product Manager (Junior)

Position Description: The Product Manager is responsible for both product planning and product marketing. This includes managing the product throughout the Product Lifecycle, gathering and prioritizing product and customer requirements, defining the product vision, and working closely with engineering to deliver winning products.

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

General Experience: The proposed candidate must have a minimum of three (3) years of experience in product management.

55. Product Manager (Senior)

Position Description: The Product Manager is responsible for both product planning and product marketing. This includes managing the product throughout the Product Lifecycle, gathering and prioritizing product and customer requirements, defining the product vision, and working closely with engineering, to deliver winning products

Education: This position requires a Bachelor's degree from an accredited college or university with a major in computer science, information systems, business, or other related scientific or technical discipline. Five (5) years of equivalent experience in a related field may be substituted for the Bachelor's degree.

General Experience: The proposed candidate must have a minimum of five (5) years of experience in product management.

56. Product Owner (Junior)

Position Description: Key stakeholder of a product or product who translates business needs into product requirements and communicates these to the Scrum Team. Maintains a prioritized features list for product and works closely with the Scrum Master to ensure goals are met.

Education: This position requires a Bachelor's degree in area of specialty from an accredited college or university. Three (3) years of equivalent experience in a related field may be substituted for the Bachelor's degree.

57. Product Owner (Senior)

Position Description: Key stakeholder of a product or product who translates business needs into product requirements and communicates these to the Scrum Team. Maintains a prioritized features list for product and works closely with the Scrum Master to ensure goals are met. Requires a bachelor's degree in area of specialty and 6 years of relevant experience.

Education: This position requires a Bachelor's degree in area of specialty from an accredited college or university. Three (3) years of equivalent experience in a related field may be substituted for the Bachelor's degree.

General Experience: The proposed candidate must have a minimum of six (6) years of experience in product management.

58. Program Administration, Specialist

Position Description: The Program Administration Specialist assists in the preparation of management plans and various customer reports. This position coordinates schedules to facilitate the completion of TO and change proposals, Contract deliverables, TO reviews, briefings and presentations. Performs analysis, development, and review of program administrative operating plans and procedures.

Education: This position requires a High school diploma or equivalent. (Note: A Bachelor's degree is preferred.)

General Experience: This position requires at least three (3) years of experience working with project management tools and reporting systems. Familiar with government contracts, work breakdown structures, management/business plans, and program reporting.

Specialized Experience: The proposed candidate must have at least two (2) years of direct program experience in Contract administration and preparing management reports. The proposed candidate must have worked in support of a Program Manager on a government Contract.

59. Program Manager

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

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

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

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

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

60. Project Control Specialist

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

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

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

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

61. Project Manager

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

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

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

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

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

62. Project Manager, Technical

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

- A. Identifying issues and risks, and recommending possible issue and risk mitigation strategies;
- B. Facilitating State agency and Contractor discussions / meetings;
- C. Ensuring that performance is within scope, consistent with requirements, and delivered on time and within budget;
- D. Identifying critical paths, tasks, dates, testing, and acceptance criteria;
- E. Forming the strategy and roadmap for operating systems platform and architecture;
- F. Influencing the business and development teams on future architecture;
- G. Works with other IT and business teams for technology impacts across the enterprise and formulates strategy;

- H. Providing solutions to improve efficiency (e.g., reducing costs while maintaining or improving performance levels);
- I. Mentoring architects, developers, and analysts of all levels in industry best practices, procedures, and concepts;
- J. Monitoring issues and providing resolutions for up-to-date status reports; and
- K. Demonstrating excellent writing and oral communications skills.

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

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

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

63. Quality Assurance Consultant (Senior)

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

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

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

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

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

64. Quality Assurance, Manager

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

- A. Determining the resources required for quality control;
- B. Maintaining the level of quality throughout the software life cycle;
- C. Developing software quality assurance plans; and
- D. Conducting formal and informal reviews at predetermined points throughout the development life cycle.

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

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

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

65. Quality Assurance Specialist

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

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

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

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

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

66. RTE/Release Train Engineer (Junior)

Position Description: Leads Agile transformation and successful execution of one or more value streams (Release Trains) to support the delivery of strategic technology products. Hybrid role that balances Agile leadership and program management to help software development teams build and deliver solutions more efficiently.

Education: This position requires a Bachelor's degree from an accredited college or university with a major in a related field.

General Experience: The proposed candidate must have at least four (4) years of risk assessment experience.

67. RTE/Release Train Engineer (Senior)

Position Description: Leads Agile transformation and successful execution of one or more value streams (Release Trains) to support the delivery of strategic technology products. Hybrid role that balances Agile leadership and program management to help software development teams build and deliver solutions more efficiently.

Education: This position requires a Bachelor's degree from an accredited college or university with a major in a related field. (Note: A Master's degree is preferred.)

General Experience: The proposed candidate must have at least eight (8) years of risk assessment experience

68. Scrum Master (Junior)

Position Description: Leads Agile process for one or more Scrum Teams to ensure delivery and releases are within scope. Responsible for ongoing development of team and continued improvement of development process, product quality and quantity of work delivered. Guides and coaches Scrum Team.

Education: This position requires a Bachelor's degree from an accredited college or university with a major in a related field.

General Experience: The proposed candidate must have at least three (3) years of relevant experience. Scrum Master certification typically preferred.

69. Scrum Master (Senior)

Position Description: Leads Agile process for one or more Scrum Teams to ensure delivery and releases are within scope. Responsible for ongoing development of team and continued improvement of development process, product quality and quantity of work delivered. Guides and coaches Scrum Team.

Education: This position requires a Bachelor's degree from an accredited college or university with a major in a related field.

General Experience: The proposed candidate must have at least seven (7) years of relevant experience. Scrum Master certification typically preferred.

70. Subject Matter Expert

Position Description: The Subject Matter Expert defines the problems and analyzes and develops plans and requirements in the subject matter area for moderately complex-to-complex systems. This position performs the following tasks: Coordinates and manages the preparation of analysis, evaluations, and recommendations for proper implementation of programs and systems specifications including, but not

limited to: information technology, health care, education, public safety, social services, human resources, transportation, and environment.

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

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

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

71. Subject Matter Expert (Senior)

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

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

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

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

72. Technical Writer/Editor

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

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

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

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

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

73. Telecommunication Engineer (Junior)

Position Description: The Telecommunications Engineer (Junior) is responsible for engineering and/or analytical tasks and activities associated with technical areas within the telecom function (e.g., network design, engineering, implementation, diagnostics or operations/user support). Performs complex tasks relating to network monitoring, operations, installation, and/or maintenance for local, off-site, and/or remote locations.

The scope of responsibility for this position includes, but is not limited to, the configuration, deployment, testing, maintenance, monitoring, and trouble-shooting of network components to provide a secure, high performance network. Duties also entail quality assurance and testing of transmission mediums and infrastructure components.

Education: Bachelor's Degree in Computer Science, Information Systems, or other related field or equivalent work experience. **General Experience:** Three (3) to five (5) years of IT work experience.

Specialized Experience: Has worked independently or as a part of a team under general supervision and coached more junior technical staff.

74. Telecommunication Engineer (Senior)

Position Description: The Telecommunications Engineer (Senior) Must be capable of planning, analysis, design, development, and maintenance of operations support systems used by telecommunications organizations. Must be capable of performing business systems planning, information planning, and analysis in support of telecommunications support functions, including billing, trouble ticket management, service order entry, and/or configuration management. Performs process and data modeling in support of the planning and analysis efforts using both manual and automated tools. Provides technical guidance in software engineering techniques and automated support tools.

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

General Experience: Must have five (5) years of experience in engineering, systems analysis, design and programming.

Specialized Experience: At least two (2) years of experience in functional and data requirement analysis, systems analysis and design, programming, program design of billing, trouble ticket management, service order entry, and/or configuration management systems supporting operations of large telecommunications support organizations.

75. Testing Specialist

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

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

discipline; or three (3) years of equivalent experience in a related field. (Note: A Master's degree is preferred.)

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

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

76. Training Specialist/Instructor

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

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

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

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

77. User Experience Designer/Service Designer (Junior)

Position Description: Bring best practices in human centered design to support initiatives across the state to holistically improve users' end-to-end experiences with state services. Be a champion for user needs and guide designers, researchers, content strategists as well as technical teams on projects with state agencies.

Education: This position requires a Bachelor's degree from an accredited college or university. Two (2) years of equivalent experience in a related field may be substituted for the Bachelor's degree.

General Experience: The proposed candidate must have a minimum of two (2) years of experience in user experience and service design.

Specialized experience: The candidate should have experience developing interactive prototypes and other UX/SD artifacts.

78. User Experience Designer/Service Designer (Senior)

Position Description: Bring best practices in human centered design to support initiatives across the state to holistically improve users' end-to-end experiences with state services. Be a champion for user needs and guide designers, researchers, content strategists as well as technical teams on projects with state agencies. Engage with stakeholders across organizations in order to build customer understanding, solve challenging problems, and empower teams to collaboratively develop metrics, measuring results, and integrate new methodologies optimizing customer experience and program performance. Communicate user research findings and insights through appropriate artifacts including personas, journey maps, wireframes and prototypes.

Education: This position requires a Bachelor's degree from an accredited college or university. Five (5) years of equivalent experience in a related field may be substituted for the Bachelor's degree.

General Experience: The proposed candidate must have a minimum of five (5) years of experience in user experience and service design.

Specialized experience: The candidate should have experience planning and facilitating workshops, meetings and/or other interactive sessions in order to gather feedback and insight from key customers and stakeholders to determine operational needs and changes to the program.

79. Value Stream Engineer (Junior)

Position Description: Principal responsibility of processes and performance across value streams. Coaches Agile team and leaders on Agile process during transition, facilitating conversation across agile team leaders.

Education: This position requires a Bachelor's degree from an accredited college or university in related field. Typically has a bachelor's degree and successful experience as a Scrum Master.

General Experience: The proposed candidate must have at least three (3) years of experience and possesses strong working knowledge of SAFe working methodology. Typically has a bachelor's degree and successful experience as a Scrum Master.

80. Value Stream Engineer (Senior)

Position Description: Principal responsibility of processes and performance across value streams. Coaches Agile team and leaders on Agile process during transition, facilitating conversation across agile team leaders. Possesses strong working knowledge of SAFe working methodology. Typically has a bachelor's degree and successful experience as a Scrum Master.

Education: This position requires a Bachelor's degree from an accredited college or university in related field and possesses strong working knowledge of SAFe working methodology

General Experience: The proposed candidate must have at least five (5) years of experience and possesses strong working knowledge of SAFe working methodology

Appendix 4. – Labor Resume Form

INSTRUCTIONS:

(Required at the Work Order Level)

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

RFP # BPM043644

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

Candidate Name: _____
 Contractor: **(Bidder/Offeror CompanyName)**

Education / Training

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

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]	Description of Work...
[Title / Role]	
[Period of Employment / Work]	
[Location]	
[Contact Person]	
<add lines as needed>	

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.

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>			

****PO Authors: Update the Section Numbers on the left side of table****

Proposed Individual’s Name/Company Name:	How does the proposed individual meet each requirement?
LABOR CATEGORY TITLE:	<i>Bidder/Offeror to Enter the Labor Category Name</i>
Requirement (See Section <<2.5.4>>)	Candidate Relevant Experience *
Education: [Insert the education description from Section <<x.x>>for the applicable labor category]	Education:
Experience: [Insert the experience description from Section <<x.x>>for the applicable labor category]	Experience:
Duties: [Insert the duties description from Section <<x.x>>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:

Proposed Individual:

Signature

Signature

Printed Name:

Printed Name

Date

Date

Sign each Form

Appendix 5. – Deliverable Product Acceptance Form (DPAF)

http://doit.maryland.gov/contracts/Documents/_procurementForms/DeliverableProductAcceptanceForm-DPAFsample.pdf

Appendix 6. – Sample Work Order

WORK ORDER		Work Order #	Contract #		
			BPM043644		
This Work Order is issued under the provisions of the Contract. The services authorized are within the scope of services set forth in the Purpose of the Work Order					
Purpose					
Statement of Work Requirements:					
Deliverable(s), Acceptance Criteria and Due Date(s):					
Deliverables are subject to review and approval by DGS prior to payment. (Attach additional sheets if necessary)					
Start Date		End Date			
MBE Goal		VSBE Goal			
Cost					
Description for Task / Deliverables		Quantity (if Applicable)	Labor Hours (Hrs.)	Labor Rate	Estimate Total
1.				\$	\$
2.				\$	\$
*Include WBS, schedule and response to requirements.		DGS shall pay an amount not to exceed			\$
Contractor			Agency Approval		
(Signature) Contractor Authorized Representative (Date)			(Signature) Contract Manager (Date)		
POC		(Print Name)		Contract Manager <<contractManagerName>>	

Telephone No.		Telephone No.	<<contractManagerPhoneNumber>>
E-mail:		E-mail:	<<contractManageremail>>

(with sample federal provisions for federally funded projects)