

Request for Proposals

STATEWIDE PERSONNEL SYSTEM PROJECT RESOURCING SERVICES

RFP Number 060B2490026



DEPARTMENT OF INFORMATION TECHNOLOGY

Issue Date: July 17, 2012

NOTICE

Prospective Offerors who found this document on the Department of Information Technology's web site or who otherwise did not receive a direct email from the Procurement Officer announcing this RFP, and who wish to assure receipt of any changes or additional materials related to this RFP, should email the Procurement Officer, subject line "Add To Vendor List". The email should request to be added to the vendor list for any amendments to the RFP or other pertinent communications.

STATE OF MARYLAND NOTICE TO OFFERORS/CONTRACTORS

In order to help us improve the quality of State proposals solicitations, and to make our procurement process more responsive and business friendly, we ask that you provide comments and suggestions regarding the enclosed solicitation. Please submit your comments on this form with your physical proposals by the closing date. If you have chosen not to bid on this Contract, you may email the form to: Robert Krauss at robert.krauss@maryland.gov, subject line "No Bid Comments – RFP 060B2490026".

**Title: STATEWIDE PERSONEL SYSTEM PROJECT RESOURCING SERVICES
RFP Number 060B2490026**

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

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

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

REMARKS:

Offeror Name: _____ Date: _____

Contact Person: _____ Phone (____) _____ - _____

Address: _____

KEY INFORMATION SUMMARY SHEET

RFP Title: State Personnel System Project Resourcing Services

RFP Number: 060B2490026

RFP Issue Date: July 17, 2012

RFP Issuing Agency: Maryland Department of Information Technology

Procurement Officer: Robert Krauss
Phone: 410- 260-6135
Fax: 410-974-5616
e-mail: robert.krauss@maryland.gov

Proposals are to be sent to: Department of Information Technology
45 Calvert Street, Room 441
Annapolis, MD 21401
Attention: Robert Krauss

Pre-Proposal Conference: Department of Information Technology
State of Maryland
45 Calvert Street , Room 164
Annapolis, MD 21401
July 31, 2012, 10AM Local Time

Closing Date and Time: August 14, 2012 - 2:00 PM Local Time

Send Questions to: robert.krauss@maryland.gov

Contract Manager: Gagan Setia

MBE Goal: None

Pre-Proposal Conference: July 31, 2012 at 45 Calvert Street, Annapolis, MD, Room 164

Contract Duration: Five (5) years

NOTICE

Prospective Offerors who found this document on the Department of Information Technology's web site or who otherwise did not receive a direct email from the Procurement Officer announcing this RFP, and who wish to assure receipt of any changes or additional materials related to this RFP, should email the Procurement Officer, subject line "Add To Vendor List". The email should request to be added to the vendor list for any amendments to the RFP or other pertinent communications.

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SECTION 1 - GENERAL INFORMATION

1.1 SUMMARY STATEMENT

1.1.1 The Department of Information Technology (DoIT) is issuing this Request for Proposals (RFP) to procure IT consulting and technical services for the State of Maryland's Statewide Personnel System (SPS) project. The purpose of this contract is to provide resources to support the State's project team. The objective of this solicitation is to enable the project team to procure IT consulting and technical services in a timely and economical manner. The Master Contract resulting from this RFP will provide the State with a flexible means of obtaining IT resources quickly, efficiently, and cost effectively by issuing Task Orders Requests for Proposals (TORFP) specific to its needs.

1.1.2 The scope of this solicitation encompasses twenty-five (25) labor categories. The labor categories are identified and defined in Section 2.3.

1.1.3 DoIT intends to award a Master Contract to not more than six (6) Offerors determined by the State to be qualified. Offerors must propose technical and price proposals for all Labor Categories. Awarded Master Contractors shall enter into a Master Contract with the State (Attachment A).

No resumes for actual resources shall be submitted in response to this RFP. Resumes will be provided subsequently via the Task Order Request for Proposals (TORFP) process. TORFPs will be issued, as needed, throughout the term of the Master Contract. Master Contractors choosing to respond to TORFPs shall submit resumes (i.e. technical proposals) and labor rates (i.e. price proposals). Task Order (TO) Agreements for one or more resources will then be entered into between the State and the selected Master Contractor(s). Neither a TORFP, TO Proposal, or a TO Agreement, may in any way conflict with or supersede this RFP or associated Master Contracts.

1.2 BACKGROUND

The purpose of the SPS project is to implement a commercial-off-the-shelf (COTS) solution to:

- replace the State's legacy personnel systems,
- automate certain manual business processes,
- integrate statewide personnel systems, and
- provide robust business intelligence analysis and reporting capabilities on current and legacy data.

Agencies statewide will benefit from the integrated Human Resources Information System (HRIS). The project will include modules such as benefits administration, timekeeping, recruiting, performance management and benefits/employee/manager self-service. It will also include an integrated current and historical data warehouse with business intelligence analytical reporting capabilities. The personnel activities of executive branch agencies are currently supported by systems that were developed and implemented in 1975. The legacy systems interface with statewide agencies serving 800 power-users who manage the personnel activities of approximately 45,000 State employees and the benefit activities of approximately 253,000 combined State employees, retirees and their eligible dependents with millions of transactions processed annually.

In 2006, the State of Maryland completed the Systems and Application Risk Assessment (SARA) project to identify and quantify operational and service delivery risks associated with its current mission-critical enterprise applications. The SARA project identified a number of risks with the various statewide personnel applications. This included an unacceptable risk level for the 30-year-old legacy Statewide Personnel Management System (SPMS) due to its underlying architecture, age, and costly maintenance

challenges. A number of risks were also identified for Benefits Administration System BAS and the various timekeeping systems in use across the state.

In response to the findings of the SARA project, the State initiated an effort to plan for the implementation of a new SPS, which will provide the State with an integrated HRIS that is scalable, maintainable, and upgradeable in order to serve the State for years to come. The new SPS will be used to standardize business rules and processes across State agencies for effective and efficient management of personnel data and processes. The new system shall enable state HR agency personnel, managers, and employees to enter data into a single, seamlessly integrated HR system.

The State is planning to issue an RFP for Software as a Service (SaaS) Human Capital Management (HCM) solution, Business Analytics and Data Warehouse (BI/DW) software, implementation services, operation and maintenance.

The services sought in this RFP are primarily intended to staff the project's Project Management Office (PMO). The PMO will perform all elements of project management, including, but not limited to, change management (CM), business and systems analysis, technical design, and architectural work. The PMO will also be responsible to "back fill" key State employees who are Subject Matter Experts that may be required to support SPS project.

Master Contractors' Restrictions on future SPS Project implementation contract services:

The State intends to solicit separate procurements for COTS implementation services, which are not part of this RFP, including, but not limited to, the following; software integration, implementation quality assurance, CM, training, and O&M. An Offeror awarded a Master Contract under this RFP will not be eligible to compete for any SPS project implementation service procurements.

1.3 ABBREVIATIONS AND DEFINITIONS

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

- 1) **Fixed Annual Labor Rates** - Fully loaded maximum annual rates established by the Master Contractor to perform a TO Agreement. Master Contractors may propose lower rates in response to TORFPs.
- 2) **BAFO** – Best and Final Offer.
- 3) **COMAR** – Code of Maryland Regulations, available on-line at www.dsd.state.md.us.
- 4) **Contract Manager (State CM)** – The State representative who serves as the manager for the resulting Master Contract. The State CM monitors the daily activities of the Master Contract and provides guidance to the respective Master Contractors.
- 5) **COTS** – Commercial-Off-the-Shelf Software.
- 6) **DBM** –Department of Budget and Management.
- 7) **DoIT** –Department of Information Technology.
- 8) **eMM** – eMaryland Marketplace – See Section 1.9.
- 9) **Fixed Hourly Labor Rates** - Fully loaded maximum hourly rates established by the Master Contractor to perform a TO Agreement. Master Contractors may propose lower rates in response to TORFPs.
- 10) **FP** – Fixed Price.
- 11) **Fully Loaded** - The inclusion in labor category billing rates of all profit, direct and indirect costs associated with performing a TO Agreement. 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 Master Contractor against direct labor hours as a means of calculating

profit or recouping costs which cannot be directly attributable to a TO Agreement. Non-routine travel costs will be identified in a TORFP, when appropriate.

- 12) **HCM** – Human Capital Management.
- 13) **HRIS** – Human Resource Information System.
- 14) **IT** – Information Technology.
- 15) **Labor Hours Not-to-Exceed Ceiling** - A type of payment for performing a TO Agreement whereby the Master Contractor will be paid for services performed based on direct labor hours billed at specific hourly rates, fixed by labor category in the Master Contract, up to a specified cost ceiling. The Master Contractor will be required to provide time records and/or other documentation that all direct hours billed have actually been expended by its employees, or those of subcontractors, totally and productively, in the performance of a TO Agreement. Documentation of time of employees, or sub-contractors shall be provided to the TO Manager. The documentation shall be certified employee time sheets or electronic time keeping records certified by the Master Contractor's Program Manager to be the actual time worked by the Master Contractor's employees, or those of its subcontractors.
- 16) **Local Time** - Eastern Standard Time (EST)
- 17) **Master Contractor** – An Offeror awarded a Master Contract as a result of this RFP.
- 18) **Normal State Business Hours** - Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except State Holidays, Service Reduction days or furlough days. For State Holidays see: www.DoIT.maryland.gov , Keyword: State Holidays.
- 19) **Not-to-Exceed Ceiling (NTE)** - This pertains to all Time and Materials and Labor Hours types of TOs awarded under this RFP. This means a discrete dollar amount, listed in the TO Agreement that may not be exceeded. If a Master Contractor reaches this NTE Ceiling while performing a TO Agreement it shall stop performing any services for which it would seek payment beyond the NTE Ceiling amount, unless the Procurement Officer authorizes an increase to allow the continuation of services.
- 20) **Notice To Proceed (NTP)** - A formal combined notification from the State CM that a specific Master Contractor has been selected to perform a TO Agreement and should immediately, or as of a date contained in the notice, begin performance of the TO Agreement.
- 21) **O & M** – Operations and Maintenance.
- 22) **Offeror** – An entity that submits a proposal in response to this RFP.
- 23) **Procurement Officer** – The State representative, as identified in Section 1.6, responsible for this RFP, for the determination of Contract scope issues, and the only State representative who can authorize changes to the Contract.
- 24) **SOA** – Service Oriented Architecture.
- 25) **TO Program Manager** – The single point of contact from each Master Contract awarded under this RFP who is responsible for all communications, resources and deliverables to the State regarding any TORFP, TO Proposal, TO Agreement awarded, and invoice billed under the Master Contract.
- 26) **PM** – Project Manager. PM duties encompass directing the work of the project team in a leadership capacity.
- 27) **PMI** – Project Management Institute.
- 28) **PMBok** - Project Management Body of Knowledge, PMI's project management professional guidelines.
- 29) **PMO** – Project's Project Management Office.
- 30) **PMP** – Project Management Professional, certified by PMI.
- 31) **QA** – Quality Assurance.
- 32) **Request for Proposals (RFP)** – This RFP Number 060B2490026, dated July 17, 2012, including any amendments.
- 33) **SDLC**– Maryland's Systems Development Life Cycle.

- 34) **Software Source Code Documentation** – All design tools, documents, and diagrams used in the development of the source code including, but not limited to, data flow diagrams, entity relationship diagrams, work flow diagrams, window layouts, report layouts, process flows, interface designs, logical and physical database design diagram, technical and user manuals, data dictionary, and a copy of the development software used to write and compile the source code.
- 35) **SPSPRS** – Statewide Personnel System Project Resourcing Services.
- 36) **State** – State of Maryland.
- 37) **T&M** – Time and Materials.
- 38) **Task Manager (TO Manager)** – The State’s representative who is identified in a TORFP or a, who will supervise the Master Contractor rendering services for that respective TO.
- 39) **Task Order Agreement (TO Agreement)** – A signed contract between DoIT and the Master Contractor selected via a TORFP to perform a TO. A TO Agreement will deal only with the specific aspects of the TO performing under this RFP. All general terms and conditions are contained in the SPSPRS Master Contract and shall apply to all TO Agreements. A TO Agreement may not in any way amend, conflict with or supersede the SPSPRS Master Contract.
- 40) **Task Order Proposal (TO Proposal)** – The technical and financial response by a Master Contractor to a TORFP.
- 41) **Task Order Request for Proposals (TORFP)** – A solicitation document which describes all specific circumstances regarding the performance of IT and Project Resourcing Services involving agencies of the State. A TORFP will not amend, or conflict with any provision of the SPSPRS Master Contract.
- 42) **Time and Materials (T&M)** - A type of payment for performing a TO Agreement whereby the Master Contractor will be paid for services performed based on direct labor hours billed at specific hourly rates, plus non-routine travel costs as may be identified in a TO Agreement, plus the actual cost of any materials used or other direct expenses incurred in the performance of a TO Agreement, up to a specified cost ceiling. The labor category hourly rates for a TO Agreement may not exceed the hourly rates specified in the Master Contract. The Master Contractor will be required to provide time records and/or other documentation that all direct hours billed have actually been expended by its principals or employees, or those of subcontractors, totally and productively in the performance of a TO Agreement. In addition, the Master Contractor must also provide documentation of the actual cost of materials or other activities directly used in the performance of a TO Agreement. The fixed hourly labor category rates plus the actual cost of materials, non-routine travel or other direct expenses will be the only payment made for this type of TOA.

1.4 MASTER CONTRACT TYPE

The Master Contract shall be an Indefinite Quantity Contract as defined in COMAR 21.06.03.05 and 06. Time and Material (T&M) TO Agreements, as described in each respective TORFP, will be issued under the Master Contract, as appropriate to the type of services being requested.

1.5 MASTER CONTRACT DURATION

The term of this Contract shall be for a period of five (5) years, beginning on the day of the Award.

1.6 PROCUREMENT OFFICER

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

Robert Krauss

Department of Information Technology
45 Calvert Street, Room 441
Annapolis, Maryland 21401
Phone Number: 410-260-6135
Fax Number: 410-974-5615
E-mail: robert.krauss@maryland.gov

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

1.7 CONTRACT MANAGER

The State CM monitors the daily activities of the Master Contract and provides technical guidance to the Master Contractor. The State CM is:

Gagan Setia
Program Manager, Statewide Personnel System (SPS) Project
301 W. Preston Street
Baltimore, MD 21201
Ph. Office: 410-767-4085
Email: gagan.setia@maryland.gov

DoIT may change the State CM at any time by written notice to Master Contractors.

1.8 PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference will be held on July 31, 2012, beginning at 10:00 AM, at 45 Calvert Street, Room 164, Annapolis, MD 21401. Attendance at the Pre-Proposal Conference is not mandatory, but all interested Offerors are encouraged to attend in order to facilitate better preparation of their proposals.

Due to the anticipated interest in this RFP, seating at the pre-proposal conference will be limited to two (2) attendees per company. Although every attempt will be made to provide adequate seating, seating is not guaranteed. DoIT recommends that attendees bring a copy of the RFP and a business card to help facilitate the registration process.

In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, please call the Procurement Officer no later than 1:00 PM on July 24, 2012. DoIT will make every reasonable effort to provide such special accommodation

Answers to questions posed during the pre-proposal conference shall be non-binding.

1.9 eMARYLAND MARKETPLACE

“e-Maryland Marketplace” (eMM) is an electronic commerce system administered by the Maryland Department of General Services, online at <https://emaryland.buyspeed.com>. In addition to using the DoIT web site (www.doit.maryland.gov) and other means for transmitting the RFP and associated materials, the RFP and any RFP addenda will be posted at e-Maryland Marketplace.

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

Furthermore, prior to award of any contract, the apparent awardee must be registered on eMM. Register online at the eMM web address above.

1.10 QUESTIONS

Except during the pre-proposal conference, questions about this solicitation must be submitted in writing by email to the Procurement Officer, subject line "Questions – RFP 060B2490026". The deadline for submitting questions is Thursday August 2, 2012, 4PM Local Time. Questions submitted in writing, either before or after the pre-proposal conference, shall receive written answers. As often as feasible subsequent to the RFP release, a summary of all written Q&A will be distributed to all prospective Offerors known to have received a copy of the RFP. The Q&A will also be posted on the Department's website.

1.11 PROPOSALS CLOSING DATE

One (1) physical unbound original and three (3) physical bound (in binders) copies of each proposal (technical and price) must be received at the address listed in Section 1.6, no later than **2:00 PM (local time) on August 14, 2012** in order to be accepted. An electronic version (DVD, CD, or thumb / flash drive) of the Technical Proposal in MS Word format must be enclosed with the original technical proposal. An electronic version (DVD, CD, or thumb / flash drive) of the Price Proposal in MS Word format must be enclosed with the original Price proposal. Ensure that media are labeled or tagged with the RFP title, RFP number, and the Offeror's company name.

Extensions of the closing date or time will not be granted. Offerors shipping proposal packages via USPS or other carriers should allow sufficient delivery time to ensure receipt by the closing date/time. Except as provided in COMAR 21.05.03.02, proposals received by the Procurement Officer after the **due date and time, August 14, 2012, at 2PM (local time)** will not be accepted.

Proposals shall not be submitted by e-mail or facsimile.

1.12 DURATION OF OFFER

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

1.13 REVISIONS TO THE RFP

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

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

1.14 CANCELLATIONS; DISCUSSIONS

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

1.15 INCURRED EXPENSES

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

1.16 ECONOMY OF PREPARATION

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

1.17 PROTESTS/DISPUTES

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

1.18 MULTIPLE OR ALTERNATIVE PROPOSALS

Neither multiple nor alternate proposals will be accepted.

1.19 ACCESS TO PUBLIC INFORMATION ACT NOTICE

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

Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination whether the information can be disclosed (see COMAR 21.05.08.01).

1.20 OFFEROR RESPONSIBILITIES

Any selected Offeror shall be responsible for all services required by this RFP. If an Offeror that seeks to perform or provide the services required by this RFP is a subsidiary of another entity, all information submitted by the Offeror, such as, but not limited to, references, shall pertain exclusively to the Offeror, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Offeror's proposal must contain an explicit statement that the parent organization will guarantee the performance of the subsidiary.

1.21 MANDATORY CONTRACTUAL TERMS

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

1.22 BID / PROPOSAL AFFIDAVIT

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

1.23 CONTRACT AFFIDAVIT

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

1.24 MINORITY BUSINESS ENTERPRISES

No MBE goals are applicable to this procurement.

1.25 ARREARAGES

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

1.26 PROCUREMENT METHOD

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

1.27 VERIFICATION OF REGISTRATION AND TAX PAYMENT

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

1.28 FALSE STATEMENTS

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

- (a) In connection with a procurement contract a person may not willfully:

- Falsify, conceal, or suppress a material fact by any scheme or device;
 - Make a false or fraudulent statement or representation of a material fact; or
 - Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.
- (b) A person may not aid or conspire with another person to commit an act under subsection (a) of this section.
- (c) A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding five (5) years or both.

1.29 PAYMENTS BY ELECTRONIC FUNDS TRANSFER

By submitting a response to this solicitation, the Offeror agrees to accept payments by electronic funds transfer unless the State Comptroller's Office grants an exemption. The selected Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form. Any request for exemption shall be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and shall include the business identification information as stated on the form and include the reason for the exemption. The COT/GAD X-10 form can be downloaded at: <http://compnet.comp.state.md.us/gad/pdf/GADX-10.pdf>

1.30 CONFLICT OF INTEREST

- 1.33.1 Under State Government Article 15-508 of the State Ethics Laws, a person and their employer who assist or are involved in the drafting of specifications for a procurement are prohibited from submitting a proposal for that procurement, from assisting or representing another person, directly or indirectly, who is submitting a proposal for that procurement, and from participating in the implementation of those specifications, whether as a prime or subcontractor. The State Ethics Law applies to this RFP and to TORFPs issued to awarded Master Contractors.
- 1.33.2 The successful Offeror(s) will provide IT consulting and technical services for State agencies, or component programs with those agencies and must do so impartially and without any conflicts of interest. Offerors are required to complete a Conflict of Interest Affidavit with their Technical Proposal in response to this RFP. A copy of this Affidavit is included as Attachment F of this RFP. If the Procurement Officer makes a determination before award of a Master Contract, or subsequent task order agreement, that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the Procurement Officer may reject a TO Proposal under COMAR 21.06.02.03B.

1.31 LIVING WAGE REQUIREMENT

A solicitation for services under a State contract valued at \$100,000 or more may be subject to SFP Title 18. This RFP, and each qualifying task order awarded as a result of a TORFP under this RFP, will be subject to the Living Wage Law. Offerors responding to this RFP are required to submit a completed Living Wage Affidavit of Agreement (Attachment G-2) with their Technical Proposal. If the Offeror fails to submit the completed Living Wage Affidavit with its response to the RFP, the State may determine the Offeror to be not susceptible for award.

Awarded Master Contractors and subcontractors subject to the Living Wage Law shall pay each covered employee at least \$11.30 per hour, if State contract services valued at 50% or more of the total value of the

TO Agreement are performed in the Tier 1 Area. If State contract services valued at 50% or more of the total TO Agreement value are performed in the Tier 2 Area, a Master Contractor shall pay each covered employee at least \$8.50 per hour. The specific Living Wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. The Tier 1 Area includes Montgomery, Prince George's, Howard, Anne Arundel, and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. In the event that the employees who perform the services are not located in the State, the head of the unit responsible for a State contract pursuant to §18-102 (d) shall assign the tier based upon where the recipients of the services are located. The tier determination will be made at the task order level.

1.32 PROMPT PAY

This procurement and the contract to be awarded pursuant to this solicitation are subject to the Prompt Payment Policy Directive issued by the Governor's Office of Minority Affairs dated August 1, 2008. The Directive seeks to ensure the prompt payment of all subcontractors on nonconstruction procurement contracts. The successful Offerors who are awarded Master Contracts under this RFP must comply with the prompt payment requirements outlined in the Contract, §32 (see Attachment A). Additional information is available on the GOMA website at <http://www.oma.state.md.us/>."

SECTION 2 – SCOPE OF WORK

2.1 PURPOSE

- 2.1.1 The purpose of this solicitation is to establish a “Master Contract” for the provision of project resources under the labor categories identified below in Section 2.3. **Proposals in response to this RFP shall not include resumes,** but rather a staffing management plan and labor rates covering all labor categories.
- 2.1.2 The State intends to award a Master Contract to not more than six (6) Offerors that are determined by the State to be qualified. Awarded “Master Contractors” shall compete at a secondary level to provide actual project resources as needed by the State. The secondary level of competition shall be the TORFP process resulting in Task Order awards to individual Master Contractors.
- 2.1.3 The Scope of Work contained herein is intended to outline the general Master Contract requirements. Detailed requirements for providing actual resources shall be identified at the TORFP level.

2.2 GENERAL REQUIREMENTS

2.2.1 Required Project Policies, Guidelines and Methodologies

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

- A) The State’s System Development Life Cycle (SDLC) methodology at: www.DoIT.maryland.gov - keyword: SDLC;
- B) The State Information Technology Security Policy and Standards at: www.DoIT.maryland.gov - keyword: Security Policy;
- C) The Information Technology Project Oversight at: www.DoIT.maryland.gov - keyword: IT Project Oversight;
- D) The State of Maryland Enterprise Architecture at www.DoIT.maryland.gov - keyword: MTAF Guiding Principles;
- E) The Master Contractor shall follow the project management methodologies that are consistent with the Project Management Institutes (PMI) Project Management Body of Knowledge (PMBOK) Guide. Master Contractor’s staff and subcontractors are to follow a consistent methodology for all TO activities.

2.2.2 Custom Software

The State shall solely own any custom software, including but not limited to, application modules developed to integrate with SaaS software, custom developed source codes, maintenance updates, documentation, and configuration files developed under any TO Agreement.

2.2.3 Travel Reimbursement

There will be no payment for reimbursement for any travel expenses for work performed under any TO.

2.2.4 Material Costs

Any materials provided by the Master Contractor can only be approved for cost. No additional fees or markups shall be allowed. The Master Contractor shall provide all invoices for materials. The procedure is noted in Invoicing Section 2.13.

2.3 LABOR CATEGORIES AND QUALIFICATIONS

The Labor Categories are identified and describe below. To be responsive to this RFP, Offerors must be capable of providing and meeting the minimum qualifications for all the labor categories listed. Offerors shall submit a Price Proposal (Attachment E-2) that provides labor rates for all labor categories. Actual resumes and resources shall be provided later by awarded Master Contractors via the TORFP process.

2.3.1 LABOR CATEGORIES - TITLES, DUTIES, EDUCATION AND EXPERIENCE (GENERAL AND SPECIALIZED). EDUCATION AND EXPERIENCE DESCRIBED BELOW CONSTITUTES THE MINIMUM QUALIFICATIONS FOR CANDIDATES PROPOSED IN RESPONSE TO A TORFP.

2.3.1.1 Sr. Program Manager

Duties: The Program Manager is the SPS project TO Manager and serves as the single point of contact for the State regarding day-to-day operations of the SPS project. The position shall oversee and direct the SPS project, the PMO, and project team, comprised of current State and contractual personnel. Responsibilities include overall project governance, communications with executive sponsorship and all stakeholders, planning, budgeting, execution, monitoring, control, quality assurance and implementing course corrections as needed. Performs day-to-day management of the project, identifies issues and risks and recommends possible issue and risk mitigation strategies associated with the project. Acts as a facilitator between a State agency and Master Contractor. 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. Provides solutions to improve efficiency (e.g., reduce costs while maintaining or improving performance levels). Monitors issues and provides resolutions for up-to-date status reports. Demonstrates excellent writing and oral communications skills. The position shall ensure the application of PMI and State SDLC standards in managing the project.

Education: Bachelor's Degree from an accredited college or university in Engineering, Computer Science, Information Systems, Business or other related discipline. Project Management Professional certification is required.

General Experience: At least twelve (12) years of experience in program or project management.

Specialized Experience: Eight (8) years of experience in managing ERP projects and must demonstrate a leadership role in at least three (3) successful projects that were delivered on time and on budget, including a similar size as the State of Maryland enterprise-wide implementation. At least five (5) years of experience of using PMI's PMBoK methodologies and artifacts. At least three (3) years of experience in managing projects with organizational change management component and which involve working with the stakeholder groups across the organization.

2.3.1.2 Functional Project Manager (HCM)

Duties: The Functional Project Manager reports to the Program Manager. Functional Project Manager performs day-to-day management of activities pertaining to the functional deliverables of the project, identifies issues and risks and recommends possible issue and risk mitigation strategies associated with the project. Acts as a facilitator between a State agency and Master Contractor. Is responsible for ensuring that work performed under TO Agreements is within scope, consistent with requirements, and delivered on time and on budget. Identifies critical paths, tasks, dates, testing, and acceptance criteria. Provides solutions to improve efficiency (e.g., reduce costs while maintaining or improving performance levels). Monitors issues, provides resolutions and provide up-to-date status reports. Demonstrates excellent writing and oral communications skills.

Education: Bachelor's Degree from an accredited college or university in Engineering, Computer Science, Information Systems, Business or other related discipline. Project Management Professional certification is required.

General Experience: At least ten (10) years of experience in project management.

Specialized Experience: At least eight (8) 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, including a similar size as the State of Maryland enterprise-wide implementation. At least five (5) years of experience of using PMI's PMBoK methodologies and artifacts. At least three (3) years of experience in managing projects with organizational change management component and which involve working with the stakeholder groups across the organization.

2.3.1.3 Technical Project Manager (HCM)

Duties: The Technical Project Manager reports to the Program Manager. Technical Project Manager performs day-to-day management of activities pertaining to the non-functional technical deliverables of the project, identifies issues and risks and recommends possible issue and risk mitigation strategies associated with the project. Acts as a facilitator between a State agency and Master Contractor. Is responsible for ensuring that work performed under TO Agreements is within scope, consistent with requirements, and delivered on time and on budget. Identifies critical paths, tasks, dates, testing, and acceptance criteria. Forms the strategy and roadmap for HCM platform, and the architecture. Guides planning discussions for the yearly roadmap discussions for HCM. Influences the business and development teams on HCM future state and architecture. Architects the HCM project along with other projects in the HCM area. Works with other IT and business teams for HCM impacts across the enterprise and formulates SOA Strategy for HCM data. Provides solutions to improve efficiency (e.g., reduce costs while maintaining or improving performance levels). Mentors architects, developers and analysts of all levels in industry best practices, procedures, and concepts. Monitors issues, provides resolutions and provide up-to-date status reports. Demonstrates excellent writing and oral communications skills.

Education: Bachelor's Degree from an accredited college or university in Engineering, Computer Science or Information Systems or Business or other related discipline. Project Management Professional certification is required. Information Technology Infrastructure Library (ITIL) certification is required.

General Experience: At least ten (10) years of experience in project management.

Specialized Experience: Seven (7) 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, including a similar size as the State of Maryland enterprise-wide implementation. At least seven (7) years of experience in designing Enterprise Architecture (i.e. Infrastructure, Technology and Application) for HCM and other integrated applications for a similar or bigger size organization(s). At least five (5) years of experience of using PMI's PMBoK methodologies and artifacts. At least three (3) years of experience in managing projects with organizational change management component and which involve working with the stakeholder groups across the organization.

2.3.1.4 Deputy Project Manager

The DPM will perform the following: Manage and maintain the SPS Project Management Plan (PMP) which describes the processes and activities for the Statewide Personnel System project and how the project will be executed, monitored and controlled. The plan must define the managerial, technical, and supporting processes and activities and address topics such as Scope Management, Schedule Management, Financial Management, Quality Management, Resource Management, Communications Management, Project Change Management, Risk Management, Procurement Management and others deemed necessary to manage the SPS Project through completion. In addition, the PMP shall define the organization and infrastructure required to execute the project through completion. Schedule and facilitate regular weekly status, risk and issue discussions with the TO Contract Manager covering all pending and current project activities. Project status, hours worked, project financials, risk and issue dispositions for the past week, and action items for week pending, shall be captured and tracked in table format in a Master Status Report. The Master Status Report also shall have sections describing DPM activities, updates to the Integrated Master Schedule and Master RMP. The Master Status Report shall contain a section on lessons learned and any other pertinent status information; and schedule variances must also be documented in the Integrated Master Schedule and the Master Status Report. Collect, organize, store, and manage project artifacts and information. This includes maintaining current and archival project files (electronic and paper).

Education: Bachelor's Degree from an accredited college or university in Engineering, Computer Science, Information Systems, Business or other related discipline. Project Management Professional certification is required.

General Experience: At least five (5) years of experience in project management, with full accountability, for implementing at least two enterprise applications of comparable size and complexity within the last 5 years, from inception to complete implementation.

Specialized Experience: At least five (5) years of experience in managing HCM related projects. At least three (3) years of experience of using PMI's PMBoK methodologies and artifacts. At least three (3) years of experience of using MS Project.

2.3.1.5 HCM Solution Architect

Duties: Candidate must be considered an expert-level solution architect, with hands-on experience, in HCM application modules and experience implementing the HR Business Intelligence and Data Warehouse (BI/DW) in a Public Sector environment. Must be able to translate functional requirements into technical solutions and vice-versa. Should possess an understanding of the HCM application database layout and tables. Must be able to understand long-term goals of the client and impact on the overall enterprise architecture. Must be able to: actively participate in the capture of new work, develop and deliver client proposals, confidently deliver oral presentations, and able to deliver the solution.

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.

General Experience: At least (10) years of experience as an architect, in the implementation of at least three (3) HCM implementations/upgrades of comparable size and complexity, from inception to complete implementation.

Specialized Experience: At least seven (7) years of experience in designing the application and technical architecture landscape from Strategy to Implementation.

2.3.1.6 Senior BI/DW System Analyst

Duties: Analyze and document gaps between business requirements and the delivered BI/DW features and functions. Prepare functional and technical requirement specifications. Provide technical expertise in the implementation of the BI/DW application including Physical and Business Model creation, building the presentation layer, setting up users, defining/integrating security, dashboard design, ETL design and development, Operational / Transactional report design, analytical report design. Assist in testing change cases, and preparing test results for analytics, reports, ETL and data quality routines. Administer all facets of the BI/DW implementation metadata, presentation layer, users and security, dashboard and report design, performance tuning. Provide input in determining best practices to ensure successful implementation and ensure long term success.

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

General Experience: Ten (10) years of experience as a BI/DW Analyst.

Specialized Experience: Seven (7) years of experience with BI/DW development. Must have at least five (5) years of experience in designing and developing BI/DW dashboards, analytics, alerts, physical connect strings, business layer model with dimensions and hierarchies, presentation layer development, and role based security. Must have at least Two (2) years of experience in developing BI reports.

2.3.1.7 Senior HCM Business Process Re-Engineering Analyst

Duties: Senior HCM Business Process Reengineering (BPR) analyst will be responsible for understanding and documenting the customer's current business processes and changing those

processes to allow them to be captured using a standardized set of tools. More specifically, the BPR analyst will be evaluating current processes, creating and applying process improvements, re-engineering methodologies and principles to conduct process modernization, ensure the processes are compliant and efficient, and ensure real time metrics can be derived out of the processes. Responsible for reengineering methodologies and principles to conduct process modernization; suggesting efficient working procedures that satisfy the organization's business goals and objectives. Responsible for meeting the business objectives using technology. Conducts detailed analysis and design of workflows and processes within an organization, to include change management processes. Perform continuous studies and researches to improve the business process, and give recommendations regarding the most suitable methodologies.

Education: Education: Bachelor's degree in Computer Science or Human Resources or an Engineering discipline.

General Experience: At least 12 years of experience with ERP implementations and three years (3) full-cycle implementations.

Specialized Experience: Seven (7) years of experience in HCM business transformation with five (5) years of BPR experience.

2.3.1.8 Senior HCM Business Analyst

Duties: Lead business requirements gathering efforts and recommends technical approach to meet requirements. Generates design specifications for HCM Application development. Oversees the testing and validates the final product satisfies the defined requirements. Reviews and provide quality assurance of technical documentation, such as user guides, training manuals, and system specifications, prior to distribution to end-users, and ensures their subject area is accurately represented.

Education: Bachelor's degree in Business, Human Resources or related field.

General Experience: At least ten (10) years of experience with HCM implementations and three years (3) full-cycle implementations.

Specialized Experience: Must have ten (10) years of experience in HCM modules, including HR, Benefits and Time and Labor. Must have five (5) years of experience in HCM Business Process Re-engineering.

2.3.1.9 HCM Business Analyst

Duties: Lead business requirements gathering efforts and recommends technical approach to meet requirements. Generates design specifications for HCM Application development. Oversees the testing and validates the final product satisfies the defined requirements. Reviews and provide quality assurance of technical documentation, such as user guides, training manuals, and system specifications, prior to distribution to end-users, and ensures their subject area is accurately represented.

Education: Bachelor's degree in Business, Human Resources or related field.

General Experience: At least eight (8) years of experience with HCM and two (2) full-cycle implementations experience is required.

Specialized Experience: Must have eight (8) years of experience in HCM modules, including HR, Benefits and Time and Labor. Must have three (3) years of experience in HCM Business Process Re-engineering.

2.3.1.10 Senior Integration Analyst

Duties: Analyze and document gaps between business requirements and the HCM application features and functions; application and integration development tasks, including: Fit-Gap Analysis, customer requirement analysis, impact analysis, data migration/conversion, customization and interfacing with various legacy systems / 3rd Party applications.

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

General Experience: Ten (10) years of experience in application integration experience.

Specialized Experience: Five (5) years of experience with Web-based technologies / HCM integration development. Must have at least three (3) years of experience in SOA.

2.3.1.11 Senior Applications Developer

Duties: Develop the enterprise-wide HCM module including HR, Benefits and Time and Labor modules. Provide technical analysis and design, development and issue resolution; Responsible for developing customizations, enhancements, interfaces and reports.

Education: Bachelor's degree in Business, Information Systems, Computer Science or a related discipline.

General Experience: Ten (10) years of experience with ERP application development.

Specialized Experience: Seven (7) years of experience in ERP applications (i.e. PeopleSoft, Oracle EBS, SAP etc.) development; designing, coding and debugging applications.

2.3.1.12 Sr. Database Administrator

Duties: Responsible for Database (DB) Support including In-depth knowledge including: Job scheduling, Creating and troubleshooting stored Procedures, Database replication. Ability to install and manage multiple instances in a clustered environment. Database tuning. In-depth knowledge of operating system, strong experience in database backup and recovery methodologies and Implementation. Implementing hot standby site, providing high availability solution. Implementing proactive monitoring and administering databases. Optimizing and tuning the large data conversions and migrations.

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

General Experience: Ten (10) years of experience as DBA with at least one complete full Cycle implementation.

Specialized Experience: Five (5) years of experience as DBA in HCM implementations. Three (3) years of experience in Data Warehousing.

2.3.1.13 Security Specialist

Duties: Assess clients' security and control readiness and provide appropriate security assistance. Identify and evaluate application, data and technology security risks, internal controls which mitigate risks, and related opportunities for internal control improvement. Works with stakeholders to design, implement and maintain security structures with appropriate roles, permission lists and row level security for HCM application. Routinely audits security in all HCM application environments, ensuring that all users are appropriately provisioned for their work function. Maintains and migrates security across multiple databases in support of database refresh activities. Analyzes and resolves security and access problems related to both delivered and customized HCM applications. Writes and maintains security design, implementation and practices documentation. Acts as top tier support for critically escalated issues related to security.

Education: Bachelor's Degree in Computer Science, Information Systems, or other related field or equivalent work experience.

General Experience: At least ten (10) years of experience in ERP data security.

Specialized Experience: Ten (10) years of experience in HCM ERP application security controls design and implementation. Five (5) years of experience working as a HCM Security specialist.

2.3.1.14 Change Management Expert / Lead

Duties: Work with State HR directors to evaluate process efficiencies and recommend improvement options in the short term and long term; assist with identifying and resolving system gaps between business process requirements and system capabilities; identify and document CM and training needs, develop and draft detailed CM strategy, plan and associated artifacts. Lead and manage the execution of the CM plan.

Education: Bachelor's Degree from an accredited college or university in Business, Human Resources Management or a related field.

General Experience: At least ten (10) years of experience in organizational change management.

Specialized Experience: Eight (8) years of experience in drafting detailed CM strategy, plan and associated artifacts. Five (5) year of experience in leading and managing the execution of the CM plan. Five (5) years of experience in guiding on re-design of HR business processes. Seven (7) years of experience in leading organizational change management initiatives, including at least three (3) years in the public sector.

2.3.1.15 Quality Assurance Lead

Duties: Develop and establish quality assurance Strategies, methodologies, standards and measures for a statewide implementation of HCM application. Gather and analyze data in support of business cases, proposed projects, and systems requirements. Manage the quality team who are

responsible for test plans and scripts for tracking defects and fixes in product development, software application development, QA automation team, information systems, and operations systems. The QA Lead will apply proven analytical and problem-solving skills to help validate IT processes through careful testing and QA methodologies. Develops and implements life cycle and QA methodologies, educate, and implement QA metrics, automation tools.

Education: Bachelor's Degree from an accredited college or university in Engineering, Computer Science, Information Systems or other related discipline.

General Experience: Ten (10) years of experience in software development life cycle quality assurance and testing in ERP implementations. Five (5) years of experience in HCM ERP application quality assurance and testing for the project teams varying from 25 to 50 personnel.

Specialized Experience: Seven (7) years of experience in quality management and testing tools. Five (5) years of experience in managing QA Analysts and Test Leads teams.

2.3.1.16 Quality Assurance Specialist

Duties: Develop and establish quality assurance standards and measures for a statewide implementation of HCM Application. Gather and analyze data in support of business cases, proposed projects, and systems requirements. Write test plans and scripts for tracking defects and fixes in product development, software application development, information systems, and operations systems. The QA Analyst will apply proven analytical and problem-solving skills to help validate IT processes through careful testing and QA methodologies. Develops and implements life cycle and QA methodologies and educates, and implements QA metrics.

Education: Bachelor's Degree from an accredited college or university in Engineering, Computer Science, Information Systems or other related discipline.

General Experience: Ten (10) years in software development life cycle quality assurance and testing.

Specialized Experience: Five (5) years of experience in a quality assurance or testing role with ERP HCM Application.

2.3.1.17 Testing Specialist / Coordinator

Duties: Provide comprehensive testing of HCM solution in support of multiple business processes; Provide oversight and final review of testing design and evaluations; Consult with business sponsor and technical staff to resolve business/technical issues and needs; Develop test cases in HP quality center; Consult with clients to resolve business issues; Develop testing approaches based on documented requirements. Write & run automated application systems test using Load Runner, VuGen, SQA Robot, and other standard testing tools.

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

General Experience: Must have ten (10) Years of experience in planning and writing scripts using testing tools.

Specialized Experience: Five (5) years of work experience in a testing role in ERP HCM application and testing tools used.

2.3.1.18 Training Specialist / Instructor

Duties: Plan, organize, and direct statewide training activities and organizational readiness. Work with statewide agency HR directors to identify and assess training needs. Develop and implement a train the trainer program; Develop training materials and deliver training for HCM modules.

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

General Experience: Eight (8) years of experience as training development and web-based & classroom instructor.

Specialized Experience: Five (5) years of ERP HCM application training development experience. Must have three (3) years of Benefits, HR and Payroll HCM module functionality experience. Must have three (3) years of ERP training classroom instructor.

2.3.1.19 Communication Specialist

Duties: Execute the SPS Communications Plan to ensure program information is accurate, relevant, timely, and consistent; Provide leadership for the SPS Communications work stream; Maintain the SPS stakeholder register; Provide oversight for the writing, production, and dissemination of SPS communications; Develop and maintain strong working relations with agency communication coordinators; Provide coordination services for PMO sponsored events; Promote timely responses to stakeholder questions posted on the Web site's FAQ facility; and Monitor adherence to text-based and electronic publishing standards.

Education: Bachelor's degree from an accredited college in Communications, Business Administration, Human Resources, Management Information Systems or a comparable field of study.

General Experience: Ten (10) years of experience in communication aspect of organizational change management in public sector (state, federal, county) ERP implementations.

Specialized Experience: Seven (7) years of experience as a communication specialist including three (3) years in an ERP implementation. Seven (7) years of working knowledge of the public sector's communication processes from both an enterprise and agency-level perspective.

2.3.1.20 IT Service Management Expert

Duties: Responsible for designing, planning, implementation, and training of ITSM Tools Suite of applications including Problem, Incident, Configuration, Service level, Capacity, and other standard required tools.

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.

General Experience: Eight (8) years of experience as an expert with design and implementation of ITSM Tools Suite of applications.

Specialized Experience: Eight (8) years of experience as an expert with design and implementation of ITSM Tools Suite of applications.

2.3.1.21 COBOL and XML Applications Development

Duties: Execute the design, coding, and testing necessary for the automated extraction of legacy COBOL data and formatting it into xml and other text based file layout specifications for external third party application integration.

Education: Bachelor's or Master's Degree in Computer Science, Information Systems, or other related field or equivalent work experience.

General Experience: At least seven (7) years of IT and business/industry work experience.

Specialized Experience: Seven (7) years of experience with UNIX scripting, modifying COBOL interface programs required. Must have at least five (5) years of experience in Data extraction using COBOL and converting it to XML format and other text based format for external third party application integration and the reverse extraction and formatting process from XML to COBOL text based formatting.

2.3.1.22 Computer Operator

Duties: Provide Human Resources systems operator and administration support services. Quickly learn and adapt to become productive in current system environment services.

Education: Associates degree or equivalent on the job experience required.

General Experience: Five (5) years of experience in a computer-related field.

Specialized Experience: Three (3) years of experience in an HR administration support role.

2.3.1.23 Technical Writer

Duties: Author, proofread and edit RFP and other technical documentation content. Lead any/all RFP development process for this project. Participate in planning sessions to fully understand business requirements and the best procurement approach and strategy. Edits drafts for consistency, clarity, appropriateness and grammar.

Education: Bachelor's degree in English, technical writing, Computer Science or equivalent experience in a technical field.

General Experience: Ten (10) years of experience in technical writing in IT related projects.

Specialized Experience: Ten (10) years technical writing experience in technical environments, developing technical design documents, training materials, version control, and production support documents.

2.3.1.24 Master Scheduler

Duties: Manage and maintain the integrated project master schedule on a day-to-day basis. Produce and deliver schedule analysis reports to include but not limited to: resource allocation; past due tasks; overall schedule variance, task variance and resource variance reports

Education: Bachelor degree and specialized training in Microsoft Project.

General Experience: Must have ten (10) years of experience in creating, baseline; re-baseline, and managing integrated master schedules for software projects applying industry standard SDLC methodologies.

Specialized Experience:

Master expert knowledge and six (6) years of experience as a master scheduler using MS Project 2003 or greater version and applied methodologies from the PMBoK into an integrated master schedule.

2.3.1.25 Senior Financial / Cost Analyst

Duties: Provides financial management planning and execution support. Has knowledge of theories, principles and practices of financial management, including time value analyses, cash flow analyses and cost/benefit and return on investment analyses. Conducts investment analyses or other complex operational analyses. Classifies and summarizes financial data for the preparation and submission of reports on a recurring basis for all levels of management. Must to able to apply financial analysis to information systems issues. Tracking, managing and reporting of project expenditures against approved budget. Provide cost/benefit analyses for project related scenarios as needed.

Education: Bachelor's Degree from an accredited college or university in Economics, Business, Accounting, Finance, or related discipline.

General Experience: At least eight (8) years of experience as a financial accounting analyst in IT project.

Specialized Experience: At least five (5) years of experience in IT project accounting and finance in public sector.

2.4 DELIVERABLE DESCRIPTIONS

The main deliverable required by this RFP is staffing resources as described in Section 2.3 Labor Categories. The other documented deliverables described below, are to be provided by the Master Contractor in conjunction with the staffing resources. The Master Contractor shall be the sole point of contact for coordinating delivery of all deliverables under all awarded task orders. The Master Contractor may recommend improvements or create new written deliverables to improve the quality and success of staffing services with the TO Contract Manager's approval. Written deliverables shall not contain errors such as poor grammar, misspellings or incorrect punctuation, and shall represent current factual

information. The time of performance for all deliverables for this RFP is ongoing throughout the task order period of performance.

Master Contractor Personnel Performance Deliverable and Acceptance Criteria
<p>SPS Project Staffing Services – The Master Contractor, through their personnel resources, shall execute the duties and responsibilities in the Labor Categories described in Section 2.3, which are awarded in various TO Agreements to the Master Contractor.</p> <p>Acceptance Criteria – Acceptance of this deliverable shall be determined via monthly personnel performance ratings by the TO Contract Manager, per Section 2.5.1.</p>
Staffing Management Plan Deliverable and Acceptance Criteria
<p>Staffing Management Plan – The initial delivery of this plan is part of the required submittal described in Section 3.4 Technical Proposal. If awarded a Master Contract, the Master Contractor shall update the Staffing Management Plan quarterly, or as changes occur during the contract’s life cycle.</p> <p>Acceptance Criteria – The staffing management plan format and content may be adjusted with the approval of the TO Contract Manager in order to best meet the needs of the SPS project. Acceptance of this deliverable ongoing shall be based on whether content is minimally equal to predecessors and appropriately updated as determined by the State.</p>

2.5 MONTHLY PERFORMANCE RATINGS AND MITIGATION PROCEDURES

2.5.1 Monthly Performance Evaluations

Each month the TO Contract Manager shall issue personnel performance ratings via the monthly Performance Evaluation Forms (PEF) for Project / Program Managers (Attachment H) and Project Personnel (Attachment H-2). At the time a resource is brought on to work on the project, at the State’s discretion, the individual’s PEF may be modified by the TO Manager to include role specific performance evaluation factors. These factors may be modified by the State during the course of the resource’s time on the project. In the event of poor or non-performance by the Master Contractor resulting in a rating of “unacceptable” or “partially unacceptable”, full or partial payment may be withheld pending the outcome of the mitigation procedures below.

2.5.2 Mitigation Procedures for Poor or Non-Performance

At any time during the task order period of performance, should the quality of deliverables described in Section 2.4 be rated “unacceptable” or “partially unacceptable” due to poor or non-performance as determined by the TO Manager, DoIT shall pursue the following mitigation procedures prior to requesting a replacement employee:

- A) The TO Manager shall document performance issues and give written notice to the TO Contractor, clearly describing problems and delineating remediation requirement(s).
- B) The TO Contractor shall respond with a written remediation plan within three (3) business days and implement the plan immediately upon written acceptance by the TO Manager.
- C) Should performance issues persist, the TO Manager may give written notice or request the immediate removal of person(s) whose performance is at issue and determine whether a substitution is required.

- D) Master Contractor shall provide a replacement within twenty (20) business days from removal notice date.
- E) If a replacement is not provided in the time specified in D above, the position will be opened for re-bid for the SPSPRS approved Master Contractors.

2.6 TORFP PROCEDURES

2.6.1 TORFPs – The information in this section is being provided for informational purposes only. No TORFPs are associated with the solicitation and award process of this RFP.

2.6.2 TORFP CONTENT – After a maximum of six (6) Master Contractors have received awards under this RFP, actual resource provision shall occur through the TORFP process. TORFPs will be initiated by the TO Contract Manager. Each TORFP will contain some or all of the following information:

- A) Type of TO Agreement with compensation and method of payment;
- B) Due date, time and place for submitting a proposal to the TORFP;
- C) Background information including task objectives;
- D) Nature of the financial submission;
- E) Labor Category (s) requested;
- F) Performance objectives and /or deliverables, as applicable;
- G) Personnel skills and experience required;
- H) Period of performance;
- I) Place of performance;
- J) Deliverable/delivery schedule;
- K) Security requirements;
- L) State furnished information, work site, and/or access to equipment, facilities, or personnel;
- M) Inspection and acceptance criteria;
- N) Service level agreements;
- O) Set of measurable benefits improvement outcomes;
- P) Retainage (if applicable);
- Q) TO award selection criteria;
- R) Non-Visual Access Clause (if applicable);
- S) Minority Business Enterprise Goal.

2.6.3 TO Proposal Submission Requirements

All TORFPs will be sent to all Master Contractors awarded a Contract from this RFP. Master Contractors who receive a TORFP, and who would have an existing or potential conflict of interest if awarded the TO Agreement, shall immediately provide the TO Manager with a written notification of the conflict.

All Master Contractors receiving the TORFP must respond with either a proposal to the requirements of the TORFP or a written notification to the TO Manager that they do not intend to submit a proposal and reason(s) why. At a minimum the TO Proposal shall provide the following:

- A) Proposed personnel with attached resumes;
- B) Letter of Intent (Exclusive Resume Submission) – Attachment I;

C) Proposed labor rates.

2.6.4 Procedure for Awarding a TO Agreement:

The criteria for making a TO award determination will be detailed in each TORFP.

2.6.5 Commencement of Work Under a TO Agreement

Work in response to a TO Agreement shall be initiated upon issuance of a fully executed TO Agreement, Non-Disclosure Agreement, and Notice to Proceed (NTP) authorized by the State.

2.7 SECURITY REQUIREMENTS

2.7.1 Master Contractors shall comply with and adhere to the State IT Security Policy and Standards where applicable to a TORFP. These policies may be revised from time to time and the Master Contractor shall comply with all such revisions. Updated and revised versions of the State IT Policy and Standards are available at: www.DoIT.maryland.gov - search: Security Policy.

2.7.2 IT Security

2.7.2.1 The Master Contractor shall not connect any of its own equipment to a State LAN/WAN without prior written approval by the State.

2.7.2.2 The Master Contractor shall complete any necessary paperwork for security access to sign on at the State's site if access is granted to the State's LAN/WAN, as directed and coordinated with the TO Manager.

2.7.3 Physical Security:

2.7.3.1 Each person who is an employee or agent of the Master Contractor or subcontractor shall display his or her company identification badge at all times while on State premises. Upon request of State personnel, each such employee or agent shall provide additional photo identification.

2.7.3.2 Security Clearance (May be required at the TORFP level):

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

B. The Master Contractor shall provide certification to the agency that the Master Contractor has completed the required CJIS criminal background checks and that the Master Contractor's employees assigned to this TO Agreement have successfully passed this check. The State reserves the right to refuse any individual employee to work on

State premises, based upon certain specified criminal convictions, as specified by the State.

C. The CJIS criminal record check of each employee who will work on State premises shall be reviewed by the Master Contractor for convictions of any of the following crimes described in the Annotated Code of Maryland, Criminal Law Article:

- (a) §§ 6-101 through 6-104, 6-201 through 6-205, 6-409 (various crimes against property);
- (b) any crime within Title 7, Subtitle 1 (various crimes involving theft);
- (c) §§ 7-301 through 7-303, 7-313 through 7-317 (various crimes involving telecommunications and electronics);
- (d) §§ 8-201 through 8-302, 8-501 through 8-523 (various crimes involving fraud);
- (e) §§ 9-101 through 9-417, 9-601 through 9-604, 9-701 through 9-706.1 (various crimes against public administration); or
- (f) a crime of violence as defined in CL § 14-101(a).

D. An employee of the Master Contractor who has been convicted of a felony or of a crime involving telecommunications and electronics from the above list of crimes shall not be permitted to work on State premises pursuant to this Master Contract; an employee of the Master Contractor who has been convicted within the past five (5) years of a misdemeanor from the above list of crimes shall not be permitted to work on State premises.

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

2.7.3.3 On-site security requirement(s) (Required by some State agencies and will be identified as such in the TORFP): For all conditions noted below, the Master Contractor's personnel may be barred from entrance or leaving any site until such time that the State conditions and queries are satisfied.

A. Any person who is an employee or agent of the Master Contractor or subcontractor and who enters the premises of a facility under the jurisdiction of the agency may be searched, fingerprinted (for the purpose of a criminal history background check), photographed and required to wear an identification card issued by the agency.

B. Further, the Master Contractor, its employees and agents and subcontractors' employees and agents shall not violate Md. Code Ann., Criminal Law Art. Section 9-410 through 9-417 and such other security policies of the agency that controls the facility to which access by the Master Contractor will be necessary. The failure of any of the Master Contractor's or subcontractor's employees or agents to comply with any provision of the Contract that results from award of this solicitation is sufficient grounds for the State to immediately terminate that Contract for default.

C. Some State sites, especially those premises of the Department of Public Safety and Correctional Services, require each person entering the premises to document an inventory items (such as tools and equipment) being brought onto the site, and to submit

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

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

2.8 TASK ORDER (TO) PROGRAM MANAGEMENT

- 2.8.1 Awarded Master Contractors shall provide the program planning, direction, coordination, and control necessary to accomplish all requirements contained in this solicitation. Master Contractors shall manage dedicated personnel and all subcontractors.
- 2.8.2 The roles, responsibilities, and areas of technical expertise required of resources will be described in future TORFPs. Master Contractors will need to clearly describe how candidates meet these requirements in TO Proposal responses. Master Contractors shall designate a TO Program Manager as a single point of task order interface with the State.
- 2.8.3 As the designated primary point of contact, the TO Program Manager will be responsible for the development and negotiation of any TO Agreements and overall cost, schedule, and technical performance. This individual will be the principal point of contact throughout the duration of the TO Agreement.
- 2.8.4 The TO Program Manager will participate in all TO program management review meetings and produce documentation, as defined herein, that will keep the TO Manager informed of the status of the TO Agreement.

2.9 REPORTS

2.9.1 Specialized Reports

Additional reports may be requested in the TORFPs. These may include reports related to DoIT contract management oversight.

2.10 INSURANCE REQUIREMENTS

- 2.10.1 The Contractor shall maintain property and casualty insurance with minimum limits sufficient to cover losses resulting from or arising out of Contractor action or inaction in the performance of the contract by the Contractor, its agents, servants, employees or subcontractors.
- 2.10.2 The Contractor shall maintain a policy of general liability insurance that is of the proper type and of sufficient limits that the State and its officials, employees, agents, servants, guests and subcontractors are reasonably covered in the event of injury or death.

- 2.10.3 The State of Maryland will be named as an additional named insured on the policies of all property, casualty, liability, and other types of insurance evidencing this coverage.
- 2.10.4 Certificates of insurance evidencing this coverage will be provided prior to the commencement of any activities in the Contract. All insurance policies must be with a company licensed to do business in Maryland.

2.11 INVOICING

- 2.11.1 All invoices shall be submitted monthly no later than fifteen (15) calendar days after the end of the invoice period, unless specified differently in the TORFP. They will include the following information: name and address of the State agency being billed, vendor name, remittance address, federal taxpayer identification or (if owned by an individual) his/her social security number, invoice period, invoice date, invoice number, amount due, retainage (if applicable) and the purchase order number(s) being billed. Additional information may be required. Invoices submitted without the required information will not be processed for payment until the Master Contractor provides all of the required information.
- 2.11.2 The Master Contractor shall submit the invoices for any TO Agreement to the TO Manager. The State is generally exempt from Federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes and transportation taxes. The Master Contractor, however, is not exempt from such sales and use taxes and may be liable for the same.
- 2.11.3 Any additional invoicing requirements for T&M, Fixed Price, Business Beneficial and Revenue Neutral will be established in each TORFP.
- 2.11.4 Any material invoices, as previously noted, can only be approved for cost, and must be approved in writing in advance of purchase by the Contract Manager. No additional fees or markups shall be allowed. All material invoices must be signed and dated by the Master Contractor and the original supplier's invoice shall be submitted and attached along with the applicable monthly invoice.

2.12 PERSONNEL QUALIFICATIONS

- 2.12.1 Specific areas of required expertise may be further defined in a TORFP. The Master Contractor shall certify that all candidates meet the required qualifications. At the option of the State, Master Contractor's personnel may be approved for performance in multiple skill categories for which they are qualified. However, personnel cannot perform in multiple labor categories at the same time in any given TORFP.
- 2.12.2 Master Contractors shall only propose staff available at the time and duration of the TORFP performance period. In response to each TORFP, Master Contractors shall provide personnel that satisfy the labor categories within Section 2.3 that are required under the specific solicitation.
- 2.12.3 Managers, seniors, and other lead labor categories may serve as a Task Leader on one or more TO Agreements. Task Leaders shall have supervisory or project leader experience. This experience is not in addition to the experience needed for the skill category.
- 2.12.4 The TORFP will define specific project requirements. The TO Proposal shall clearly identify applicable experiences related to projects and technologies being used.
- 2.12.5 Substitution of Education for Experience: A Bachelor's Degree or higher may be substituted for the general and specialized experience for those labor categories requiring a High School Diploma.

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

- 2.12.6 Substitution of Experience for Education: Substitution of experience for education may be permitted at the discretion of the State.
- 2.12.7 Substitution of Professional Certificates for Experience: Professional certification (e.g., Certified Novell Engineer, SQL Certified Database Administrator) may be substituted for up to two (2) years for general and specialized experience. The TO Manager shall approve or disapprove substitutions.
- 2.12.8 Substitution of Personnel:
- A) Individuals proposed and accepted as personnel for TO Agreements are expected to remain dedicated throughout the TO Agreement commitment. Substitutions will be allowed only when the State TO Contract Manager specifically agrees to the substitution in writing or due to emergency circumstances. All proposed substitutions of personnel must have qualifications at least equal to that of the person initially proposed and evaluated and accepted in the TO Agreement. The burden of illustrating this comparison shall be the Master Contractor's. The resumes of the initially proposed personnel shall act as the minimum requirements for the successor personnel for the duration of the total TO Agreement term. If one or more of the personnel are unavailable for work under a TO Agreement for a continuous period exceeding five (5) calendar days, the Master Contractor shall immediately notify the State TO Contract Manager and propose to replace personnel with personnel of equal or better qualifications within fifteen business days of notification to the TO Manager. All substitutions shall be made in accordance with this provision.
 - B) During the performance period for a TO Agreement, no substitutions of personnel will be permitted unless such substitutions are necessitated by an individual's sudden illness, death, or as otherwise approved by the TO Contract Manager. In any of these events, the Master Contractor shall promptly notify the TO Contract Manager and provide the information required by paragraph D. All proposed substitutions of personnel for other than emergency situations must be submitted in writing, at least fifteen (15) business days in advance of the proposed substitution, to the TO Contract Manager, with the information required in this paragraph. The TO Contract Manager must agree to the substitution in writing before such substitution shall become effective.
 - C) All requests for substitutions must provide a detailed explanation of the circumstances necessitating the proposed substitutions, a resume of the proposed substitute (see paragraph B), and any other information requested by the TO Manager to make a determination as to the appropriateness of the proposed substitution. All proposed substitutes must have educational qualifications and work experience equal to or better than the resume initially proposed for personnel; the burden of illustrating this comparison shall be the Master Contractor's.
 - D) Resumes shall be signed by all substituting individuals and their supervisor, and the official resume of the previous employee shall be provided for comparison purposes.

SECTION 3 – PROPOSAL FORMAT

3.1 TWO PART SUBMISSION

Offerors shall submit physical and electronic proposals in two separate volumes:

- Volume I - TECHNICAL PROPOSAL
- Volume II - PRICE PROPOSAL

Offerors may only submit one proposal package. The Technical and Price volumes must offer every labor category in Section 2.3.1.

3.2 PROPOSAL

Volume I-Technical Proposal shall be sealed separately from Volume II-Price Proposal, but submitted simultaneously to the Procurement Officer. An unbound original, identified as such, plus three (3) bound copies (in binders) of each volume are to be submitted. An electronic version of the Volume I- Technical Proposal in MS Word format, with the required attachments in .PDF format, and the Volume II- Price Proposal in MS Excel format shall be submitted with the unbound original. Electronic media shall be DVD, CD or flash/thumbdrive and shall bear a label or tag on the outside containing the RFP number and name, the name of the Offeror, and the volume title and number.

3.3 SUBMISSION

Each Offeror is required to submit a separate sealed package for each volume, which is to be labeled Volume I-Technical Proposal and Volume II-Price Proposal respectively. Each sealed package shall bear the RFP title and number, name and address of the Offeror, the volume title, volume number (I or II) and closing date and time for receipt of the proposals on the outside of the package. Offerors shall submit only one version of the Technical and Price Proposals. All pages of both proposal Volumes shall be consecutively numbered from beginning to end.

3.4 VOLUME I – TECHNICAL PROPOSAL

3.4.1 Transmittal Letter

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

3.4.2 Format of Technical Proposal

Inside a sealed package described in Section 3.3, above, an unbound original, three (3) copies and the electronic version shall be provided. The Offeror's Technical Proposal shall include the following sections in order:

3.4.3.1 Title and Table of Contents

The Technical Proposal shall begin with a title page bearing the name and address of the Offeror and the name and number of this RFP. A table of contents shall follow the title page for the Technical Proposal.

3.4.3.2 Methodology and Experience

- 1) **Executive Summary** – Briefly summarize company background, experience, and capabilities relevant to the RFP scope of work. Include a declaration that the Offeror is committed to providing any of the labor categories listed in Section 2.3.1. Identify any exceptions the Offeror has taken to the requirements of this RFP, the Contract (Attachment A), or any other attachments. Exceptions to RFP terms and conditions may result in having the proposal deemed unacceptable or classified as not reasonably susceptible for award.
- 2) **Staffing Management Plan** – This plan shall describe Offeror’s approach to providing and managing staff for the SPS project. Plan components at a minimum shall include:
 - a. **Acquisition Plan** - describes the methodology and timeline for how requested resources will be identified, recruited, and vetted;
 - b. **Resource Development and Retention Plan** - describes the methodology and timeline for staff training and incentivizing / motivational activities; and
 - c. **Performance Mitigation Plan** describing the methodology and timeline for mitigating poor performance reported by the State.
- 3) **Subcontractors** – Identify all proposed subcontractors and each subcontractor’s role in any future TO Proposals. NOTE: Subcontractors may not be added after the TO Agreement is ratified.
- 4) **Company References** – Provide at least three (3) verifiable descriptions of contracts where the Offeror or subcontractor (if applicable) provided project resources similar to those in Section 2.3. Each description must include the following information in order:
 - a) Name of client organization;
 - b) Client contact name; telephone number; email address;
 - c) Description of services provided;
 - d) Labor categories provided, highlighting any that align with the labor categories in this RFP; and
 - e) Start and end dates (month / year) for each engagement. This section must clearly show the minimum qualification requirement of five (5) years’ experience (Section 4.2.1#3).

Note: Contact information provided for references shall be accurate. References must be knowledgeable of the scope of work and the Offeror’s performance. Failure to provide accessible references may result the Offeror’s proposal being deemed not reasonably susceptible for award.

- 5) **State of Maryland Experience** – If applicable, the Offeror shall submit a list of all contracts it currently holds or has held within the past five years with any entity of the State of Maryland. For each identified State of Maryland contract, the Master Contractor shall provide the Contract or TO Agreement name. List any contracts already described under #5 above. State experience is neither required nor given more weight in proposal evaluations.

3.4.3.3 Offeror General Information

This section shall include the following:

1. Company background, years providing human resourcing services, number of employees, organizational chart, experience relevant to the RFP, and key business partners.
2. Statement of Fiscal Integrity for the most recent two (2) full years. Documentation that addresses the Offeror's financial solvency may include, but is limited to, one, some or all of the following:
 - a. Current balance sheet,
 - b. Certified financial statement,
 - c. Dunn and Bradstreet rating,
 - d. Line of credit,
 - e. Successful financial track record, and
 - f. Evidence of adequate working capital.

3.4.3.4 Other Required Submissions with the Technical Proposal

Attachments: B, F and G-2. Submit attachments in .PDF format with signatures.

3.4.3.5 Insurance Submissions

A copy of the Offeror's current certificate of insurance required by Section 2.12 (property, casualty and liability), which, at a minimum, should contain the following:

- Carrier (name and address)
- Type of insurance
- Amount of coverage
- Period covered by insurance
- Exclusions

3.5 VOLUME II - PRICE PROPOSAL

Under separate sealed cover from the Technical Proposal and clearly identified in the format requirements identified in Section 3.3, the Master Contractor shall submit an original unbound copy, plus three (3) copies, and an electronic version in Excel of the Price Proposal. The Price Proposal shall contain all labor rate information in the format specified by Attachment E, Price Proposal Form Instructions, and the Price Proposal Form itself (Attachment E-2, provided as a separate file to this document). Complete the Price Proposal Form only as provided in the Price Proposal Instructions.

SECTION 4 – EVALUATION CRITERIA AND SELECTION PROCEDURE**4.1 EVALUATION CRITERIA**

Master Contracts will be awarded to the most qualified Offerors in accordance with the Competitive Sealed Proposals procurement process under Code of Maryland Regulations 21.05.03.

4.2 TECHNICAL EVALUATION CRITERIA**4.2.1 MINIMUM QUALIFICATIONS**

DoIT has established minimum qualifications, which must be met in order for a proposal to be considered reasonably susceptible for award. If DoIT determines a proposal does not meet any one of the minimum qualifications, DoIT will notify the Offeror accordingly and return the associated price proposal unopened. Minimum qualifications are as follows:

1. Labor rates provided for all labor categories listed in Section 2.3.1 for all five contract years,
2. Five (5) years demonstrated successful experience partnering with commercial or government entities to provide IT project human resources. Success shall be judged by feedback from references provided under Section 3.4.3.2 #4 above and via independent research;
3. Stated commitment (See Section 3.4.3.2 #1 above) to providing any of the labor categories described in Section 2.3.1.

4.2.2 TECHNICAL PROPOSAL EVALUATION CRITERIA

If the minimum qualifications in Section 4.2.1 are met, the following technical criteria shall be used to evaluate proposals in descending order of importance:

- A) Quality of past performance (See Section 3.4.3.2 #4 and #5);
- B) Quality of Staffing Management Plan:
 - Adherence to format and content requirements in Section 3.4.3.2 #2
 - Number of errors in spelling, grammar, and document references (e.g., page and section numbering)
 - Instances of irrelevant, redundant, or missing content
- C) Quality of proposal package:
 - Adherence to proposal format requirements in Section 3.4
 - Number of errors in spelling, grammar, and document references (e.g., page and section numbering)
 - Instances of irrelevant, redundant, or missing content

4.3 PRICE EVALUATION CRITERIA

Price Proposals will be evaluated separately. Offerors shall propose labor rates for all labor categories. Offerors shall provide labor rates for contract years one (1) through five (5). These are the maximum prices

the State will pay for all proposed labor categories. Awarded Master Contractors may propose lower labor rates in response to future TORFPs during the TORFP process.

4.4 RECIPROCAL PREFERENCE

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

4.5 SELECTION PROCEDURES

4.5.1 General Selection Process

Master Contracts will be awarded in accordance with the Competitive Sealed Proposals process under Code of Maryland Regulations 21.05.03. The Competitive Sealed Proposals method is based on discussions and revision of proposals during these discussions.

Accordingly, the State may hold discussions with all Offerors judged reasonably susceptible of being selected for award. However, the State also reserves the right to make an award without holding discussions. In either case (holding discussions or not), the State may determine an Offeror to be not responsible and/or the proposal to be not reasonably susceptible of being selected for award, at any time after the initial closing date for receipt of proposals and the review of those proposals. If the State finds an Offeror to be not responsible and/or an Offeror's Technical Proposal to be not reasonably susceptible of being selected for award, an Offeror's Price proposal will be returned unopened.

4.5.2 Selection Procedure

- A) Technical Proposals will be evaluated by an evaluation committee using the criteria in Section 4.2. For Technical Proposals deemed reasonably susceptible for award (i.e., meets minimum qualifications), the associated Price Proposals will be opened.
- B) For proposals deemed not reasonably susceptible for award (i.e., does not meet minimum qualifications), the associated Price Proposals will be returned unopened.
- C) Qualified Technical Proposals will be compared in combination with the corresponding Price Proposals. Technical merit will receive greater weight than price in the comparisons.
- D) Up to six (6) Proposals deemed most advantageous to the State, considering both the Technical and Price proposals submissions shall be selected for Master Contractor award(s).
- E) Upon completion of all discussions, negotiations, and reference checks, the Procurement Officer will recommend award of Master Contracts to no more than six (6) Offerors.
- F) All Offerors who proposed shall receive written notice from the Procurement Officer identifying the awardees.

LIST OF ATTACHMENTS

NOTE – Offerors must submit as part of their proposal package Attachments B, E-2, F, and G-2 described below. All other attachments listed below are not required with the proposal package.

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

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

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

ATTACHMENT D: Pre-Proposal Conference information and directions.

ATTACHMENT E: Price Proposal Instructions.

ATTACHMENT E-2: Price Proposal Form (provided as a separate file to this document). This form must be completed and submitted as the Offeror’s Price Proposal.

ATTACHMENT F: Conflict of Interest Affidavit/Disclosure. This form must be completed and submitted with the Offeror’s technical proposal.

ATTACHMENT G: Living Wage Requirements.

ATTACHMENT G-2: Living Wage Affidavit. This form must be completed and submitted with the Offeror’s technical proposal.

ATTACHMENT H: Project / Program Manager Performance Evaluation Form (PEF).

ATTACHMENT H-2: Project personnel PEF.

ATTACHMENT I: Letter of Intent (Exclusive Resume Submission)

ATTACHMENT A – CONTRACT FOR SPS PROJECT RESOURCING SERVICES

THIS CONTRACT is made as of this _____ day of _____, 2012 by and between _____ (Contractor) and the MARYLAND DEPARTMENT OF INFORMATION TECHNOLOGY (DoIT).

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

Definitions

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

1.1 “Contract” means this Contract for STATEWIDE PERSONEL SYSTEM (SPS) PROJECT RESOURCING SERVICES, RFP 060B2490026.

1.2 “Contractor” means _____ whose principal business address is _____.

1.3 “Contract Manager” means the individual identified in section 1.7 of the RFP or a successor designated by the Department.

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

1.5 “Price Proposal” means the Contractor’s Price Proposal dated _____.

1.6 “Notice to Proceed (NTP)” means a formal written notification from the Task Order Manager that a specific Master Contractor selected to perform a TO Agreement should immediately, or as of a date contained in the notice, begin performance of the TO Agreement.

1.7 “Procurement Officer” means the individual identified in section 1.6 of the RFP or a successor designated by the Department.

1.8 “RFP” means the Request for Proposals for STATEWIDE PERSONEL SYSTEM PROJECT RESOURCING SERVICES No. 060B2490026 issued July 17, 2012 and any amendments thereto issued in writing by the State.

1.9 “State” means the State of Maryland.

- 1.10 “Task Order Agreement” (TO Agreement) means a signed contract between DoIT and the Contractor selected via a TORFP to perform a TO Agreement.
- 1.11 “Task Order Proposal” means the technical and financial response by a Contractor to a TORFP.
- 1.12 “Task Order Request for Proposals” (TORFP) means a solicitation document containing a description by the State of the individual project for which proposals will be solicited.
- 1.13 “Technical Proposal” means the Contractor’s Technical Proposal, dated _____.
- 1.14 All references in Sections 2.2, 4.2, 4.3 and 6 through 30 herein to “this Contract” shall be deemed to pertain, as appropriate, to this Contract or any TO Agreement hereunder, or both.

2. Scope of Work

2.1 The Contractor shall provide services for the State as described in section 2 of the RFP, and in future TORFPs and TO Agreements. The Contractor shall maintain the capability to identify, recruit, and supply to the State qualified resources under each of the Labor Categories listed in Section 2.3.1 of the RFP.

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

Exhibit A - The RFP.

Exhibit B- Task Order Agreement (when executed).

Exhibit C- TORFP (when released).

Exhibit D-Master Contractor’s response to the TORFP (when submitted).

Exhibit E - The Technical Proposal to the RFP.

Exhibit F- The Price Proposal to the RFP.

Exhibit G -State Contract Affidavit, executed by the Contractor and dated _____

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

3. Time for Performance

The Contractor shall provide services, equipment and software in accordance with this Contract and any TO Agreement issued hereunder. The term of this Contract is for a period of five (5) years unless terminated

earlier as provided in this Master Contract. All prices for rates and terms as offered in Attachment E-2 are binding on the Contractor for the term of the Contract.

4. Consideration and Payment

4.1 In consideration of the satisfactory performance of the work set forth in this Contract and any TO Agreement, the State shall pay the Contractor in accordance with the rates established in the Contractor's TO Proposal, which may be lower but shall not exceed the rates in Attachment E-2, Price Proposal Form. TO Agreements that are on a time and materials basis shall include a NTE ceiling for payments. Any work performed by the Contractor in excess of the NTE ceiling amount of any TO Agreement without the prior written approval of the Contract Manager is at the Contractor's risk of non-payment. Payments under TO Agreements issued on a fixed price basis shall be limited to the price specified in the TO Agreement, regardless of the actual cost to the Contractor.

4.2 Invoices must be provided in the format and on the schedule identified in the TORFP. Each invoice must reflect the Contractor's federal tax identification number, which is _____. The Contractor's eMM identification number is _____. Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the State's receipt of a proper invoice from the Contractor. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, are prohibited. A TO Agreement may specify periodic payments based on deliverables or stages of completion. A TO Agreement may specify that a portion of the payments due will be withheld until completion of the TO Agreement. The amount withheld from each payment shall be paid to the Contractor within thirty (30) days of the State's acceptance of all deliverables required under the TO Agreement and receipt from the Contractor of a release in a form prescribed by the State for any claims arising out of or related to the TO Agreement. The final payment under this Contract will not be made until after certification is received from the Comptroller of the State that all taxes have been paid.

4.3 In addition to any other available remedies if, in the opinion of the Procurement Officer, the Contractor fails to perform under this Contract 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 pursuant to this Contract

4.4 The State will use electronic funds transfer to pay the Contractor for this Contract and any purchase orders issued there under and any other State payments due Contractor unless the State's Comptroller's Office grants the Contractor an exemption.

5. TORFPs

A TORFP may specify terms in addition to the terms specified herein. Such additional terms may include warranties, deliverables, and acceptance test requirements. A TO Agreement may not limit the State's rights as provided by law, in this Contract, or in the RFP and may not change the terms of this Contract or the RFP.

6. Patents, Copyrights, Intellectual Property

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

6.2 The Contractor agrees that at all times during the term of this Contract and thereafter, works created as a deliverable under this Contract and services performed under this Contract shall be “works made for hire” as that term is interpreted under U.S. copyright law.

To the extent that any products created as a deliverable under this Contract are not works for hire for the State, the Contractor shall state why it believes that it should not thereby relinquish, transfer, and assign to the State all of its rights, title, and interest (including all intellectual property rights) to all such products created under this Contract.

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

6.4 If any products furnished by the Contractor become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement, the Contractor shall, after consultation with the State and at the Contractor's own expense: (a) procure for the State the right to continue using the applicable item, (b) replace the product with a non-fringing product that, in the State's view, substantially complies with the item's specifications, or (c) modify the item so that it becomes non-infringing and, in the State's view, performs in a substantially similar manner to the original item.

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

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

7. Rights to Records

7.1 The Contractor agrees that all documents and materials, including but not limited to, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, graphics, mechanical,

artwork, computations and data prepared by the Contractor for purposes of this Contract shall be the sole property of the State and shall be available to the State at any time. The State shall have the right to use the same without restriction and without compensation to the Contractor other than that specifically provided by this Contract.

7.2 The Contractor agrees that at all times during the term of this Contract and thereafter, the works created and services performed under this Contract shall be “works made for hire” as that term is interpreted under U.S. copyright law. To the extent that any products created under this Contract are not works for hire for the State, 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.

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

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

8. Confidentiality

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

9. Loss of Data

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

10. Non-Hiring of Employees

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

11. Disputes

This Contract shall be subject to the provisions of Title 15, Subtitle 2, of the State Finance and Procurement Article of the Annotated Code of Maryland, as and COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision. Unless a lesser period is provided by applicable statute, regulation, or the Contract, the Contractor must file a written notice of claim with the Procurement Officer within 30 days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously with or within 30 days of the filing of a notice of claim, but no later than the date of final payment under the Contract, the Contractor must submit to the Procurement Officer its written claim containing the information specified in COMAR 21.10.04.02.

12. Maryland Law

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

13. Nondiscrimination in Employment

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

14. Contingent Fee Prohibition

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

15. 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 a TO Agreement under this Contract succeeding the first fiscal period, the TO Agreement shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the TO Agreement hereunder will be to discharge both the Contractor and the State from future performance of the TO Agreement, 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 TO Agreement. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of the TO Agreement for each succeeding fiscal period beyond the first.

16. Termination for Cause

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

17. Termination for Convenience

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

18. Delays and Extensions of Time

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

19. Suspension of Work

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

20. 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.

21. Financial Disclosure

The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every business that enters into contracts, leases, or other agreement with the State or its agencies during a calendar year under which the business is

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

22. Political Contribution Disclosure

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

23. Retention of Records

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

23. Compliance with Laws

The Contractor hereby represents and warrants that:

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

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

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

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

24. Cost and Price Certification

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

25. Subcontracting; Assignment

The Contractor may not subcontract any portion of the services provided under this Contract without obtaining the prior written approval of the Procurement Officer, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the Procurement Officer, any such approvals to be in the State's sole and absolute subjective discretion; provided however, a Contractor may assign monies receivable under a TO Agreement after due notice to the State. Any such subcontract or assignment shall include the terms of sections 9, and 11 through 24 of this Contract and any other terms and conditions that the State deems necessary to protect its interests. The State shall not be responsible for the fulfillment of the Contractor's obligations to the subcontractors.

26. Indemnification

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

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

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

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

27. Limitation of Liability

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

- A. For infringement of patents, trademarks, trade secrets and copyrights as provided in Section 6 ("Patents, Copyrights, Intellectual Property") of this Contract;

- B. Without limitation for damages for bodily injury (including death) and damage to real property and tangible personal property;
- C. For all other claims, damages, loss, costs, expenses, suits or actions in any way related to this Contract, regardless of the form, Contractor’s liability per claim shall not exceed five (5) times the total amount of the TORFP out of which the claim arises; provided however, the State may, in its sole discretion, decrease the ceiling established hereunder in any TORFP issued pursuant to this RFP. Third party claims arising under Section 26 (“Indemnification”) of this Contract are included in this limitation of liability only if the State is immune from liability. Contractor’s liability for third party claims arising under Section 26 of this Contract shall be unlimited if the State is not immune from liability for claims arising under Section 26.

28. Administrative

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

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

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

If to the Contractor: _____

29. Risk of Loss; Transfer of Title.

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

30. Non-visual Accessibility Warranty

The Contractor warrants that the information technology offered under the proposal (1) provides equivalent access for effective use by both visual and non-visual means; (2) will present information, including prompts used for interactive communications, in formats intended for both visual and non-visual use; (3) if intended for use in a network, can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired; and (4) is available, whenever possible, without modification for compatibility with software and hardware for non-visual access. The Contractor further warrants that the cost, if any, of modifying the information technology for compatibility with software and hardware used for non-visual access does not increase the cost of the information technology by more than five percent. For purposes of this Contract, the phrase “equivalent access” means the ability to receive, use and manipulate information and operate controls necessary to access and use

information technology by non-visual means. Examples of equivalent access include keyboard controls used for input and synthesized speech, Braille, or other audible or tactile means used for output.

31. Commercial Nondiscrimination

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

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

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

32. Prompt Pay Requirements

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

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

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

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

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

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

- 32.2 An “undisputed amount” means an amount owed by a Contractor to a subcontractor for which there is no good faith dispute. Such “undisputed amounts” include (a) retainage which had been withheld and is, by the terms of the agreement between the Contractor and subcontractor, due to be distributed to the subcontractor and (b) an amount withheld because of issues arising out of an agreement or occurrence unrelated to the agreement under which the amount is withheld.
- 32.3 An act, failure to act, or decision of a procurement officer or a representative of the Agency, concerning a withheld payment between a contractor and subcontractor under this policy directive, may not:
- 32.3.1 Affect the rights of the contracting parties under any other provision of law;
 - 32.3.2 Be used as evidence on the merits of a dispute between the Agency and the contractor in any other proceeding; or
 - 32.3.3 Result in liability against or prejudice the rights of the Agency.
- 32.4 The remedies enumerated above are in addition to those provided under COMAR 21.11.03.13 with respect to subcontractors that have contracted pursuant to the Minority Business Enterprise program.
- 32.5 To ensure compliance with certified MBE subcontract participation goals, the Agency may, consistent with COMAR 21.11.03.13, take the following measures:
- 32.5.1 Verify that the certified MBEs listed in the MBE participation schedule actually are performing work and receiving compensation as set forth in the MBE participation schedule.
 - 32.5.2 This verification may include, as appropriate:
 - 32.5.2.1 Inspecting any relevant records of the Contractor;
 - 32.5.2.2 Inspecting the jobsite; and
 - 32.5.2.3 Interviewing subcontractors and workers.
 - 32.5.2.4 Verification shall include a review of:
 - 32.5.2.4.1 The Contractor’s monthly report listing unpaid invoices over 30 days old from certified MBE subcontractors and the reason for nonpayment; and
 - 32.5.2.4.2 The monthly report of each certified MBE subcontractor, which lists payments received from the contractor in the preceding 30 days and invoices for which the subcontractor has not been paid.
 - 32.5.3 If the Agency determines that a Contractor is in noncompliance with certified MBE participation goals, then the Agency will notify the Contractor in writing of its findings, and will require the Contractor to take appropriate corrective action. Corrective action may include, but is not limited to, requiring the contractor to compensate the MBE for work performed as set forth in the MBE participation schedule.
 - 32.5.4 If the Agency determines that a Contractor is in material noncompliance with MBE contract provisions and refuses or fails to take the corrective action that the Agency requires, then the Agency may:
 - 32.5.4.1 Terminate the contract;
 - 32.5.4.2 Refer the matter to the Office of the Attorney General for appropriate action; or

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

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

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

CONTRACTOR

MARYLAND DEPARTMENT OF INFORMATION TECHNOLOGY

_____(SEAL)

By:

By: Secretary

Date

Date

Witness/Attest

Witness

Approved for form and legal sufficiency this _____ day (Date) of _____ 2012.

Assistant Attorney General

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

ATTACHMENT B – BID/PROPOSAL AFFIDAVIT

(Authorized Representative and Affiant)

A. AUTHORITY

I HEREBY AFFIRM THAT:

I, _____ (print name), possess the legal authority to make this Affidavit.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

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

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

B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES.

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

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

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

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

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

_____.

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

(1) Been convicted under state or federal statute of:

(a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or

(b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;

(2) Been convicted of any criminal violation of a state or federal antitrust statute;

(3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961 et seq., or the Mail Fraud Act, 18 U.S.C. §1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;

- (4) Been convicted of a violation of the State Minority Business Enterprise Law, §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)—(5) above;
- (7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;
- (8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or
- (9) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B and C and subsections D(1)—(8) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

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

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

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

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

_____.

G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

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

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

I. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT:

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

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

K. ACKNOWLEDGEMENT

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

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

Date: _____

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

_____ (signature of Authorized Representative and Affiant)

ATTACHMENT C - COMAR 21.07.01.25 CONTRACT AFFIDAVIT

A. AUTHORITY

I HEREBY AFFIRM THAT:

I, _____ (print name), possess the legal authority to make this Affidavit.

B. CERTIFICATION OF REGISTRATION OR QUALIFICATION WITH THE STATE

DEPARTMENT OF ASSESSMENTS AND TAXATION

I FURTHER AFFIRM THAT:

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

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

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

Name and Department ID

Number: _____ Address: _____

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

Name and Department ID Number: _____

Address: _____

C. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of State Finance and Procurement Article, §13-221, Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other 53 agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

E. DRUG AND ALCOHOL FREE WORKPLACE

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

I CERTIFY THAT:

- (1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.
- (2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
 - (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
 - (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
 - (c) Prohibit its employees from working under the influence of drugs or alcohol;
 - (d) Not hire or assign to work on the contract anyone who the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program; 54
 - (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
 - (f) Establish drug and alcohol abuse awareness programs to inform its employees about:
 - (i) The dangers of drug and alcohol abuse in the workplace;
 - (ii) The business's policy of maintaining a drug and alcohol free workplace;
 - (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in

the workplace;

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

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

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

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

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

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

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

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

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

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

(4) I acknowledge and agree that:

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

certification; 55

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

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

F. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

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

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

Date: _____

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

_____ (signature of Authorized Representative and Affiant)

ATTACHMENT D – PRE-PROPOSAL CONFERENCE**RFP No. 060B2490026**

RFP Title: STATEWIDE PERSONEL SYSTEM PROJECT RESOURCING SERVICES

A pre-proposal Conference will be held on July 31, 2012 at 10:00 AM local time at:

Maryland Department of Information Technology (DoIT)
45 Calvert Street , Room 164
Annapolis, MD 21401

Directions**From Baltimore Area:**

- Take I-97 off the Baltimore Beltway heading south to Annapolis.
- I-97 will end and turn into Route 50 East.
- Take Rowe Blvd. exit toward downtown Annapolis.

From the Eastern Shore or Route 2:

- Cross the Severn River Bridge and exit on Rowe Blvd.

From Either Direction:

- Follow Rowe Blvd. to the third traffic light.
- Stay to the right when the road splits before the Treasury Building.
- Turn right onto Calvert St.
- 45 Calvert Street is the first building immediately on the right.
- Stop and register with the Security Guard; you will be directed to the conference room.

Parking:

- The closest garage is next door to 45 Calvert St. and must be entered from Clay St. Clay is the second right turn after turning onto Calvert St. Pass 45 Calvert and immediately turn right onto Clay St., turn left into the garage.
- Another garage is available about a half of a block down from 45 Calvert St. on the left, called Gotts' Garage. There is an outdoor ramp leading to the entrance.
- There is also limited metered parking available on Calvert and surrounding streets.
- Further Annapolis parking information is available at the link below;

http://www.downtownannapolis.org/pages/transport/tr_parking.htm

ATTACHMENT E – PRICE PROPOSAL FORM INSTRUCTIONS**PRICE PROPOSAL FORM INSTRUCTIONS**

To assist Offerors in preparing their price proposal and comply with the requirements of this RFP, these instructions and Attachment E-2 (Price Proposal Form) have been prepared. Offerors shall submit their price proposal in accordance with the instructions on the Price Proposal Form and as specified herein. Do not alter or partially complete the form or the price proposal shall be rejected. The Price Proposal Form is to be signed and dated by an individual authorized to bind the Offeror to all proposed prices.

Offerors are required to record the maximum fully-loaded labor rates they are proposing for each listed labor category, and compute the total.

- A) On the Price Proposal Form (Attachment E-2), record **BOTH THE HOURLY AND ANNUAL LABOR RATES** for all 5 years for all labor categories. The hourly and annual rates appear on two separate tabs in the spreadsheet. Submit only one E-2 form, with both tabs filled out, with the price proposal
- B) All Offeror Prices must be clearly typed with dollars and cents, e.g., \$24.15.
- C) All Unit Prices must be the maximum price the State shall pay for the proposed item per this RFP and may not be contingent on any other factor or condition in any manner.
- D) Except as instructed on the form, nothing shall be entered on the form that alters or proposes conditions or contingencies on the labor rates.
- E) It is imperative that the labor rates included on the Price Proposal Form have been entered correctly by the vendor. Any incorrect entries by the vendor will be treated as provided in COMAR 21.05.03E and 21.05.02.12.

The Price Proposal Form (Attachment E-2) is a separate document from the RFP

ATTACHMENT F – CONFLICT OF INTEREST AFFIDAVIT/DISCLOSURE

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

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

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

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

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

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

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

ATTACHMENT G – LIVING WAGE REQUIREMENTS FOR SERVICE CONTRACTS

A. This contract is subject to the Living Wage requirements under Title 18, State Finance and Procurement Article, Annotated Code of Maryland and the regulations proposed by the Commissioner of Labor and Industry. The Living Wage generally applies to a Contractor or Subcontractor who performs work on a State contract for services that is valued at \$100,000 or more. An employee is subject to the Living Wage if he/she is at least 18 years old or will turn 18 during the duration of the contract; works at least 13 consecutive weeks on the State Contract and spends at least one-half of the employee's time during any work week on the State Contract.

B. The Living Wage Law does not apply to:

(1) A Contractor who:

- (A) has a State contract for services valued at less than \$100,000, or
- (B) employs 10 or fewer employees and has a State contract for services valued at less than \$500,000.

(2) A Subcontractor who:

- (A) performs work on a State contract for services valued at less than \$100,000,
- (B) employs 10 or fewer employees and performs work on a State contract for services valued at less than \$500,000, or
- (C) performs work for a contractor not covered by the Living Wage Law as defined in B(1)(B) above, or B(3) or C below.

(3) Service contracts for the following:

- (A) services with a Public Service Company;
- (B) services with a nonprofit organization;
- (C) services with an officer or other entity that is in the Executive Branch of the State government and is authorized by law to enter into a procurement ("Unit"); or
- (D) services between a Unit and a County or Baltimore City.

C. If the Unit responsible for the State contract for services determines that application of the Living Wage would conflict with any applicable Federal program, the Living Wage does not apply to the contract or program.

D. A Contractor must not split or subdivide a State contract for services, pay an employee through a third party, or treat an employee as an independent contractor or assign work to employees to avoid the imposition of any of the requirements of Title 18, State Finance and Procurement, Annotated Code of Maryland.

E. Each Contractor/Subcontractor, subject to the Living Wage Law, shall post in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.

F. The Commissioner of Labor and Industry shall adjust the wage rates by the annual average increase or decrease, if any, in the Consumer Price Index for all urban consumers for the Washington/Baltimore

metropolitan area, or any successor index, for the previous calendar year, not later than 90 days after the start of each fiscal year. The Commissioner shall publish any adjustments to the wage rates on the Division of Labor and Industry's Website. An employer subject to the Living Wage Law must comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.

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

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

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

J. Information pertaining to reporting obligations may be found by going to the DLLR Website <http://www.dllr.state.md.us/> and clicking on Living Wage.

ATTACHMENT G-2 – LIVING WAGE AFFIDAVIT OF AGREEMENT

Contract No. 060B2490026

Name of Offeror _____

Address _____

City _____ State _____ Zip Code _____

If the Contract is Exempt from the Living Wage Law

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

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

If the Contract is a Living Wage Contract

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

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

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

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

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____ Title: _____

Witness Name (Typed or Printed): _____

Witness Signature & Date: _____

ATTACHMENT H – PM PERFORMANCE EVALUATION FORM (PEF)

**PROJECT / PROGRAM MANAGER
PERFORMANCE EVALUATION FORM (PEF)
(Submitted monthly by the TO Contractor)**

TO Contractor:
Date Submitted:
Performance Period (Month / Year):
Agency Name:
TO Manager / Agency Contact:
Task Order #

The Information Below Shall Be Filled-In by the Agency

SPS PROJECT OVERSIGHT PERFORMANCE RATINGS:
PMs shall maintain score of 3 or higher for each knowledge area and/or average score of 3. Scores below 3 may trigger performance mitigation procedures.

	PM Knowledge Areas	Rating*
	Integration Management	
	Scope Management	
	Schedule Management	
	Cost Management	
	*The ratings above are based on the <i>SPS Project / Program Manager Performance Rating Criteria</i> shown below.	
	Human Resources Management	
	Communications Management	
	Risk Management	
	Procurement Management	
Total Average Score		

Average / Overall Rating =

REASON(S) FOR UNACCEPTABLE PERFORMANCE RATING (List PM Process Areas):

SPS Program / Project Manager Performance Rating Criteria Sheet

Project Integration Management		
0	Not applicable for project.	Indicators of Process
1	Project Team has not established practices, standards, or processes for project. Work performed in ad hoc fashion and does not include integration management.	1. Project Charter 2. Project Management Plan (PMP) 3. Integrated Project Plan 4. Updated Project Schedule
2	Project Team has established basic, documented processes for project planning and reporting exist. Management only involved on high-visibility projects.	
3	Project Team has institutionalized the Project integration efforts with documented procedures and standards. PM is beginning to integrate all project data.	
4	Project Team utilizes processes/standards for project on a regular basis and integrated with other processes/systems. Decisions on project based on performance metrics.	
5	Project Team has established best practices including project integration improvement procedures utilized. Lessons learned are regularly examined and used to improve documented processes.	

Project Scope Management		
0	Not applicable for project.	Indicators of Process
1	Project has general statement of functional requirements. Little or no scope management or documentation for project. Management and stakeholders are aware of key milestones only.	1. Project Scope Statement 2. Change Request and Approval Process 3. Requirements Traceability Matrix (RTM) 4. Change Control Board
2	Project Team has put basic scope management process in place. Scope management is meeting techniques irregularly.	
3	Project Team has implemented full project management process documented and is actively utilizing process on regular basis. Stakeholders are engaged and actively participating in scope decisions.	
4	Project Team is utilizing full project management processes for the project. Projects managed and evaluated in light of other competing requirements.	
5	Project Team's effectiveness and efficiency metrics drive project scope decisions by appropriate levels of management.	

Project Time/Schedule Management		
0	Not applicable for project.	Indicators of Process
1	Project Team has not established planning or scheduling standards. Lack of documentation makes it difficult to achieve repeatable project success.	1. WBS 2. Schedule Management Plan 3. Activities duration based on historic data
2	Project Team has established basic processes, but is not performing planning and scheduling on a regular basis.	
3	Project Team has established document time management processes and utilizes on a regular basis. Project-wide integration includes project dependencies.	
4	Project Team has established good practices in time management including utilization of historical data to forecast future performance. Project management decisions based on efficiency and effectiveness metrics.	
5	Project Team has additionally incorporated improvement procedures utilized for time management processes. Lessons learned are examined and used to improve documented processes.	

Project Cost Management		
0	Not applicable for project.	Indicators of Process
1	Project Team has not established practices or standards. Cost process documentation is ad hoc and individual project members follow informal practices.	1. Cost Estimates Activity 2. Project Cost Baseline 3. Cost Management Plan 4. Cost Control
2	Project Team has established processes exist for cost estimating, reporting, and performance measurement. Cost management processes are used for the project.	
3	Project Team has standardized cost management practices for project team. Costs are fully integrated and reflect the true cost of the project.	
4	Project Team has integrated cost planning and tracking with Project Office, financial, and human resources systems. Standards tied to agency processes.	
5	Project Team leverages lessons learned to improve documented processes. Project Team and management are actively using efficiency and effectiveness	

ATTACHMENT H-2 – PROJECT PERSONNEL PERFORMANCE EVALUATION FORM (PEF)

PROJECT PERSONNEL PERFORMANCE EVALUATION FORM (PEF)*

***(This PEF is for non-project / program manager employees.
The TO Contractor shall submit one PEF monthly for each employee)**

Evaluation Month & Year:
Employee Name:
Labor Category (RFP Section 2.3):

TO Contractor Name:
TO Contractor Contact:
DoIT TO Manager:

TO Requesting Agency: Department of Information Technology (DoIT)

TO Agreement Name: (e.g., *Labor Category Name - State Personnel System Project Resourcing Services*)
TO Agreement #:

The TO Manager or designee shall complete monthly and return to the TO Contractor

PROJECT PERSONNEL PERFORMANCE RATING

Performance Area	Satisfactory	Unsatisfactory
Attendance / Timeliness		
Work Productivity		
Work Quality		
Teamwork		
Communication		
Customer Service		

*This form is for all non-project / program manager personnel (See Attachment H). The employee should maintain a “Satisfactory” rating for each performance area. For any unsatisfactory ratings, the TO Manager may invoke the Mitigation Procedures for Unsatisfactory Performance as defined in Section 2.4.2 of TORFP. The TO Manager also may indicate “rejected” below and withhold payment pending employee performance mitigation or employee substitution.

Employee performance overall is accepted. Employee performance overall is rejected (for reasons indicated below).

REASON(S) FOR UNSATISFACTORY EMPLOYEE PERFORMANCE RATING/S:

OTHER COMMENTS:

TO Manager Signature

Date Signed

ATTACHMENT I – LETTER OF INTENT (EXCLUSIVE RESUME SUBMISSION)

(Date)

(Name of State TO Manager)

(Address)

(City, State, Zip)

Dear **(Mr/Ms/Mrs) (Name)**:

I am being proposed for the **(insert Labor Category)** under *SPS Project Resourcing Services (SPSPRS) TO #*. I affirm that I have made an exclusive commitment to be represented by only one (1) TO Contractor, **(Name of TO Contractor)** for this specific *SPSPRS TO #* solicitation.

I agree to the **(Name of TO Contractor)**'s submission of my resume for the referenced solicitation. I intend to make myself available for interviews during the proposal evaluation process. If awarded, I anticipate working with **(Name of TO Contractor)** for the duration of the contract period. I have read the solicitation and am fully aware of the responsibilities of the tasks required under this solicitation. If you require any further clarification you may contact me at *(Email / Phone)*.

Sincerely,

(Name and Signature of Applicant)

(Last four digits of SSN)