



**STATE OF MARYLAND
WORKERS' COMPENSATION COMMISSION (WCC)
REQUEST FOR PROPOSALS (RFP)
WCC ENTERPRISE MODERNIZATION
STAFF AUGMENTATION
RFP WCCB8400012**

ISSUE DATE: JANUARY 10, 2018

NOTICE

A Prospective Offeror that has received this document from a source other than eMarylandMarketplace (eMM) <https://emaryland.buyspeed.com/bsol> should register on eMM. See **Section 4.1**.

**MINORITY BUSINESS ENTERPRISES ARE ENCOURAGED TO
RESPOND TO THIS SOLICITATION.**

STATE OF MARYLAND
NOTICE TO VENDORS

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

Title: WCC Enterprise Modernization Staff Augmentation
Solicitation No: WCCB8400012

1. If you have chosen not to respond to this solicitation, please indicate the reason(s) below:

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

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

REMARKS:

Vendor Name: _____ Date: _____

Contact Person: _____ Phone (____) _____-_____

Address: _____

E-mail Address: _____

**STATE OF MARYLAND
WORKERS' COMPENSATION COMMISSION (WCC)
KEY INFORMATION SUMMARY SHEET**

Request for Proposals	IT–WCC Enterprise Modernization Staff Augmentation
Solicitation Number:	WCCB8400012
RFP Issue Date:	Wednesday, January 10, 2018
RFP Issuing Office:	Workers' Compensation Commission (WCC or the Commission)
Procurement Officer: e-mail: Office Phone:	Christel Surdokas Workers' Compensation Commission 10 E Baltimore St, Baltimore, MD, 21202 csurdokas@wcc.state.md.us 410–864–5256
Proposals are to be sent to:	csurdokas@wcc.state.md.us
Pre-proposal Conference:	10:00 AM Local Time, Wednesday, January 24, 2018 WCC, 10 E Baltimore St, Baltimore, MD, 21202 See Attachment A for directions and instructions.
Proposal Due (Closing) Date and Time:	10:00 AM Local Time, Wednesday, February 21, 2018 Offerors are reminded that a completed Feedback Form is requested if a no-bid decision is made (see page iii).
MBE Subcontracting Goal:	None
VSBE Subcontracting Goal:	None
Contract Type:	Time and Materials with Time and Materials and Fixed Price Work Orders
Contract Duration:	Three (3) year base period with two (2) 1-year option periods
Primary Place of Performance:	Workers' Compensation Commission, 10 E Baltimore St, Baltimore, MD, 21202
SBR Designation:	No
Federal Funding:	No
Questions Due Date and Time	Monday, January 29, 2018, 11:00 AM Local Time

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1 Minimum Qualifications

1.1 Offeror Minimum Qualifications

To be considered reasonably susceptible of being selected for award, an Offeror must provide proof (to include dates of services provided, name of the client(s), client(s) point-of-contact email and phone number, and description of the project(s) undertaken) with its Proposal that the following Minimum Qualifications have been met:

The following experience is expected and will be evaluated as part of the Technical Proposal (see the appropriate evaluation factor from Section 6):

The Offeror shall have:

- 1.1.1 At least seven (7) years of experience in delivering enterprise modernization/digital transformation solutions.
- 1.1.2 Within the past seven (7) years, at least five (5) years of experience delivering custom or semi-custom application software solutions using Microsoft SQL Server and Microsoft .NET Framework.
- 1.1.3 At least five (5) years of experience developing business process models and designing process automation using business process modeling notation (BPMN) tools such as, but not limited to Appian, Pega, Outsystems, Bizagi, and/or AgilePoint,
- 1.1.4 Successfully delivered at least one (1) project executing application processes using all of: Bizagi Modeler, Bizagi Studio and Bizagi Engine using a Microsoft SQL Server database and Microsoft .NET development environment consisting of all of the following for each project that contains at least ten (10) processes:
 - A. modeling the processes
 - B. building data models,
 - C. designing forms,
 - D. defining business and work allocation rules,.
 - E. defining performers, and
 - F. integrating external applications and data sources.

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2 Contractor Requirements: Scope of Work

2.1 Summary Statement

- 2.1.1 The Workers' Compensation Commission (WCC or the Commission) is issuing this Request for Proposals (RFP) in order to obtain professional services to provide staff augmentation to assist in developing a set of Bizagi Suite version 11 (or most current released version) process models and applications for the Enterprise Modernization (EM) project. Offerors shall be required to furnish satisfactory evidence that they meet or exceed all minimum qualifications listed in **Section 2** of this RFP. The awarded Offeror shall be able to perform all requirements as detailed in **Section 3** of the solicitation.
- 2.1.2 It is the State's intention to obtain goods and services, as specified in this RFP, from a Contract between the selected Offeror and the State.
- 2.1.3 The Commission intends to make a single award as a result of this RFP. See RFP **Section 4.9** Award Basis, for more Contract award information.
- 2.1.4 An Offeror, either directly or through its subcontractor(s), must be able to provide all goods and services and meet all of the requirements requested in this solicitation and the successful Offeror (the Contractor) shall remain responsible for Contract performance regardless of subcontractor participation in the work.
- 2.1.5 A Contract award does not assure a Contractor that it will receive all State business under the Contract.

2.2 Background and Purpose

- 2.2.1 Commission Background
 - A. WCC is an independent agency within the Executive Branch of Maryland State Government. Appointed by the Governor with Senate advice and consent, the WCC's ten members serve twelve-year terms. The Governor names the Chairman (Code Labor and Employment Article, Sections 9-301 through 9-316).
 - B. Under Administration, work of WCC is carried on by three offices: Finance; Information Technology; and Operations.
 - C. Finance oversees divisions of Fiscal Services, Insurance Programs, Compliance and Reporting; Personnel; and [Document] Processing.
 - D. Information Technology oversees Software & Database Development, Systems & Networks, Information Security, Datacenters, and Technical Customer Support.
 - E. Operations oversees divisions of Court Reporting, Hearings [Commissioners' Assistants]; Claims/Case and Appeals Processing, Interpreter Services, Public Service, and Support Services [Medical Fee Guide Publisher, Vocational Rehabilitation Certification and Registry].
 - F. WCC also is aided by the Advisory Committee on the Registration of Rehabilitation Practitioners, and the Medical Fee Guide Revision Committee.

- G. WCC administers the Workers' Compensation Law and adjudicates claims for compensation arising under the law Code Labor and Employment Article, Sections 9–101 through 9–1201). Claimants requiring rehabilitation are referred by WCC to appropriate rehabilitation service providers.
- H. Employers file a First Report of Injury Report with WCC after a qualifying employee injury occurs. If the injured worker files a claim for benefits within statutory time limits, an Employee Claim/case file is created. Employee Claims for benefits may also be filed for occupational disease under specialized statutory definitions.
- I. WCC functions similarly to a judicial system in adjudicating the disputed claims of injured workers in Maryland. A case may be set for one or more hearings before a WCC Commissioner. The Commissioner makes decisions based on issues raised and creates WCC orders. WCC schedules and conducts hearings at multiple hearing sites across the State. A rule set based on geographic location, priority of issues raised, parties involved, age of hearing request are among other parameters used to schedule hearings and Commissioners at the hearing sites. Commissioners rotate among the hearing locations.
- J. The case or claim file contains the claim form, the First Report of Injury, related party information, and all other documentation, filings, exhibits, and orders for the case. Workflows established across WCC departments move electronic copies of case documents among various departmental and functional work queues where timers are set and actions must be taken. The actions determine subsequent routing of case documents to the next destination.
- K. Documents that are input to and output from WCC are primarily structured and form based. However, unstructured documents are also processed, often as attachments to structured forms.
- L. Although not directly subject to HIPAA as a covered entity or trading partner, WCC adheres to strict data privacy protections. Access to non–public data and document images is restricted. Structured document image access restrictions are enforced at the document page level. This permits broader access to document pages that do not contain non–public information.
- M. Appeals of WCC decisions are sent to one of Maryland’s 24 county or municipal circuit courts. WCC is required to provide certain notifications to parties and case related documents to the circuit courts.
- N. WCC maintains databases of workers' compensation related employers, insurers, self–insured employers and groups, attorneys, vocational rehabilitation practitioners and health care providers.
- O. WCC tracks and orders employer compliance with workers' compensation insurance requirements, processes attorney registrations to practice worker’s compensation law before WCC in Maryland and assesses insurers for amounts based on the size of employer payrolls in Maryland for which the insurers have written workers’ compensation insurance policies. WCC oversees and tracks the financial health of self–insured employers and establishes security deposit requirements. WCC registers abilitation practitioners and providers and tracks their continuing education.

- P. WCC updates and publishes an annual medical fee guide based on a Resource Based Relative Value Scale (RBRVS) and Maryland-specific calculation. The fee guide defines the pricing and submission rules for medical bills arising from workers' compensation cases/claims, the provider forms required, timeliness for payment of medical claims, and penalties for untimely reimbursement.
- Q. Medical fee dispute resolution is handled by WCC. The Commission maintains internal subject matter expertise and internal consultative services on workplace injury-related medical topics.
- R. WCC coordinates and schedules language and hearing interpreters for case hearings. The interpreter service is available upon request by a party in the case, with certain advance notice requirements. Interpreters are sourced from a combination of in-house and outside services.
- S. WCC provides both public and restricted (subscriber only) websites. Using these websites, public visitors and subscribers can access information and interact with WCC. Depending on access privileges, web users can perform workers' compensation-related public data inquires, complete and submit forms and documents online, view case related document images, complete certification requirements, and more. WCC's objective has long been to facilitate business transactions and public self-service through our websites in lieu of paper and telephone-based services.
- T. WCC operates a small customer contact center to support public inquires and in-person public services. WCC provides claims and hearings information access via telephone using Integrated Voice Response (IVR). The Voice over Internet Protocols (VoIP) Contact Center Automatic Call Distribution (ACD) and IVR systems are based on Cisco's Unified Communications Contact Center Express and Cisco Finesse. WCC's IVR system retrieves public information from WCC's case management and hearings databases to satisfy specific inquiries.

2.2.2 Project Background

- A. Due to outdated and inflexible information systems used to support Commission business processes, WCC is at a disadvantage in meeting business objectives. The results of the organizational analysis presented in January 2016 will be used for the Enterprise Modernization (EM) Project. This will result in a system that will be a major improvement for WCC and the community by providing an integrated information system that is scalable, maintainable, and upgradeable in order to serve WCC today and in the future.
- B. One of WCC's core systems is comprised of a collection of custom-built applications and databases originally developed before 1990. Another core system is the legacy version of a third-party document imaging management system that dates back to 1993. Another custom-built solution dating to 2004 was added on, enabling WCC to begin driving electronic transactions and offering services via the Internet. However, it is also a legacy system with the similar limitations and risks as posed by the other legacy systems still in use.
- C. The older legacy systems were designed and created to work within a centralized environment, before the extensive use of desktop computers, the Internet and mobile de-

vices. Today's modern operating systems, distributed endpoint infrastructures, and web access expectations are beyond the scope of these systems. Interoperability and data sharing among these systems is difficult and requires complex custom software development using balky outdated tools. WCC's IT staff devotes a great deal of resources maintaining these systems and assuring that the systems continue functioning in support of the Commission and its objectives.

- D. Later systems were designed to enhance the functionality of the original pre-1990 legacy system. Functionality has been greatly increased, but the Windows and web architecture have added several layers of complexity. Legacy applications, interfaces, and data are still the core components of the operating environment. More recent Windows and web-based interfaces, extract-transform-load (ETL) implementations, system integrations, and applications are designed to send or retrieve data from the disparate legacy systems.
- E. WCC has already fully automated almost all of its business processes and is a leader in this area when compared with similar organizations. Now, WCC seeks to modernize and refine its processes and systems, further enhancing its ability to deliver effective and efficient services to its customers. In 2015, WCC commissioned a business process and technology assessment (BPTA) of its key business processes. These include: Claim Processing and Adjudication, Insurance Compliance and Reporting, and Vocational Rehabilitation. Current technologies in support of these business processes were also analyzed and documented. Results of the BPTA include short-term and long term recommendations. The short-term recommendations cover the recommendations for the period of time from the end of the BPTA Project through the start of the EM Project.
- F. Short-term recommendations address the risks, inefficiencies, and deficiencies found in WCC business processes and technologies during the BPTA, and are designed to facilitate WCC resources in best preparing for the EM Project. This ensures outside resources are best leveraged, and addresses internal WCC needs through WCC interim projects (Pre-EM tasks and projects) before and concurrent with the EM Project.
- G. WCC's information management systems and processes have a core of legacy IBM midframe-centric applications (AS/400 System iSeries, COBOL, RPG2, and DB2) and a document management system originally developed for midframe but recently migrated to a modern Microsoft Windows Server 2012 R2 virtualized platform. Since the early 2000s, web-based and Microsoft Windows servers, SQL Server databases, and "client-server" followed by "n-tier" applications and tools were integrated into WCC's information management systems. These systems added both functionality and complexity to the existing environment. For several years, WCC has worked on enterprise modernization with limited progress. The BPTA provided WCC with a comprehensive roadmap for the overall modernization effort.
- H. The EM Project is led by the EM Project Manager, who is already in place. The EM Project is ready to move forward, with the objective of deploying a new, modernized system integrating new technology and improved business processes by June 30, 2021. The new system will provide improved effectiveness, reduced operational costs, optimized business practices, compliance with changing regulatory and legislative re-

quirements, and greater use of electronic submission and delivery of case information from initial report of injury through adjudication.

- I. WCC has selected, installed, and used the Bizagi suite of business process management tools (Bizagi Modeler, Bizagi Studio, Bizagi Engine) since 2015. The EM Project will use the Bizagi toolset, along with other standard tools (described in Section 2.2.3 below) to develop the new application environment using a hybrid Agile/Waterfall methodology.

2.2.3 WCC Systems and Environment

WCC is integrated into the networkMD™ statewide high-speed network for public sector use, and uses its Virtual Private Routed Network (VPRN) to provide voice and data connectivity services to WCC's remote hearing sites. WCC uses the State of Maryland's centralized IT systems for fiscal transactions, payroll, and human resources. WCC's technical operating environment is described below:

- A. Document Imaging–Legacy IBM FileNet Image Services (IS) platform was migrated in 2017 from IBM AIX, Oracle, and optical storage libraries to a new platform with Microsoft SQL Server 2014 on a virtualized Microsoft Windows 2012 R2 server (Dell PowerEdge and VMware ESXi host), and includes EqualLogic Storage Area Network (SAN) magnetic disk storage.
- B. ICR/OCR–FileNet IS is integrated with legacy IBM Datacap Taskmaster Intelligent Character Recognition (ICR) and Optical Character Recognition (OCR) on Microsoft SQL Server and Windows Server; Datacap, FileNet Capture Pro, FileNet Image Services Toolkit (ISTK), FileNet Integrated Document Management (IDM) Desktop and Web Application Programming Interfaces (APIs) are integrated into legacy applications.
- C. Desktop and web based applications and workflow–WCC's custom Windows form and web-based software applications, messaging, custom workflow, and routing applications and databases use FileNet IS queues. Canon high speed production scanners with standard Windows software-based compression are used with custom desktop applications based on FileNet Capture Professional and Datacap ICR/OCR APIs. A legacy microfilm reader/scanner system uses a WCC custom desktop application and FileNet APIs to transfer pre-1993 claims document images from microfilm reels (one claim at a time & on demand only) to the FileNet IS system.
- D. Claim/Case-Related Master and Transactional Databases–Legacy COBOL and RPG2 WCC custom applications integrated with DB2 databases on IBM i-Series; Legacy text based interactive and batch applications run on Windows systems via terminal emulator; i-Series Access data providers are integrated into WCC's custom Windows, web, messaging, and IVR based software applications.
- E. Public Access and Subscriber-Only Websites–Windows Server IIS-based custom web services and applications (ASP, ASP.NET, C#, Angular, WebAPI and others) integrate with the legacy Access Formatta EForms engine and Formatta Filler client and custom Microsoft .NET based server applications; Backend integrations with Microsoft SQL Server, FileNet IS, DB2, Cisco Unified Contact Center Express IVR, and messaging systems.

- F. Microsoft Windows Form, Web, and Script-Based WCC custom internal and external facing applications, utilities and databases to support workflow rules, actions and routing, specialized word processing document creation and backend integration, Computer Output to Laser Disk (COLD), ICR/OCR, management reporting, Electronic Data Exchange (EDI), and statistical analyses integrated with Microsoft SQL Server on Microsoft Windows Server Components built with SSIS, SSRS, Microsoft .NET Frameworks (v1.1 through v4.6), VBScript, VB6, JavaScript, JQuery, AngularJS, and C#.
- G. Telecom Services (Call Handling, Messaging, ACD and IVR) run on VoIP-based Cisco Unified Communications systems and extend to WCC's regional hearing sites.
- H. Windows and other specialized legacy server applications and hardware mostly have been migrated to virtualized hardware environments for production, development, test, and recovery using VMware vSphere Enterprise, vCenter, and Unitrends Recovery-Series.
- I. PCs are Windows 7 Pro or newer with Microsoft Office Professional 2010 productivity tools.
- J. WCC's Intranet is Microsoft SharePoint-based.
- K. Help Desk request tracking, currently a custom app in SharePoint, but WCC IT is converting the Help Desk to SpiceWorks (this is not a requirement for this RFP) as part of a SharePoint migration and upgrade (also not a requirement for this RFP).
- L. For application components *not* developed in the Bizagi suite, Microsoft Team Foundation Server (TFS) with Git (on-premises configuration) is used for source control. TFS is also used for Sprint/Epic/Version planning, as well as requirements traceability and deficiency/bug tracking.
- M. Business Process Modeling and Low-Code/No-Code development tools include Bizagi Modeler, Bizagi Studio, and Bizagi Engine (collectively referred to as Bizagi Suite).
- N. Centralized systems management, monitoring, endpoint protection, and alerting systems include McAfee ePO, Microsoft System Center, Redgate tools, RSA SecurID, Cisco IronPort ESA, and Palo Alto Networks NexGen systems among other third party and WCC custom tools.
- O. WCC's production and disaster recovery/business continuity data centers are located in Baltimore and Abingdon respectively.

2.2.4 Purpose

This RFP is to acquire at least five (5) and up to eleven (11) staff augmentation personnel to support the development of the EM Project using the Bizagi suite of development tools under a hybrid Agile/Waterfall development process.

2.2.5 State Staff and Roles

In addition to the Procurement Officer and Contract Manager, the State will provide the following roles and services:

- A. The EM Project Manager will direct all activities of the project. Contractor Personnel will be under the day-to-day supervision of the EM Project Manager for all activities. There is no requirement or expectation for the Offeror to assign a project manager.
- B. Other State Furnished Roles include the Chief Information Officer (CIO), Bizagi Software Developers, Web and Windows Application Software Developers, Business and IT Subject Matter Experts, System Administrators, Network Administrators, Legacy Database Administrators, IT Security Officer, IT Technical Support, Help Desk Support, and related roles will be provided by the State.

2.2.6 Other State Responsibilities

- A. The State will provide normal office working facilities and equipment reasonably necessary for Contractor performance under this Contract. Any special requirements (e.g., reprographic services, computer time, key data entry) shall be identified in the Offeror's Proposal (if known) or brought to the attention of the EM Project Manager for action.
- B. The State is responsible for providing required information, data, documentation, and test data to facilitate the Contractor's performance of the work, and will provide such additional assistance and services as is specifically set forth.

2.3 Responsibilities and Tasks

- 2.3.1 Contractor Personnel will be part of a joint State-Contractor Personnel team, and shall take direction from the EM Project Manager.
- 2.3.2 The Contractor shall provide staffing and resources to fully support the requirements of the RFP.
- 2.3.3 Required Project Policies, Guidelines and Methodologies
 - A. The Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting Information Technology projects, which may be created or changed periodically. Offeror is required to review all applicable links provided below and state compliance in its response.
 - B. It is the responsibility of the Contractor to ensure adherence and to remain abreast of new or revised laws, regulations, policies, standards and guidelines affecting project execution. These include, but are not limited to:
 - i. The State of Maryland System Development Life Cycle (SDLC) methodology at: <http://doit.maryland.gov/SDLC/Pages/agile-sdlc.aspx>,
 - ii. The State of Maryland Information Technology Security Policy and Standards at: <http://doit.maryland.gov/policies/Pages/DoIT-Policy-List.aspx>
 - iii. The State of Maryland Information Technology Non-Visual Standards at: <http://doit.maryland.gov/policies/Pages/nva.aspx>, and
 - iv. The State of Maryland Information Technology Project Oversight at: <http://doit.maryland.gov/epmo/Pages/MITDP/oversight.aspx>.

2.4 Software Development Requirements

- 2.4.1 The Contractor Personnel shall prepare recommendations for developing and managing product backlog, creating user stories, Sprint planning, Sprint execution, and other tasks generally accepted in an Agile development process.
- 2.4.2 Using Bizagi Modeler (Version 3.1 or newer), Bizagi Studio (Version 11.1 or newer), Bizagi Engine (Version 11.1 or newer), Microsoft Internet Information Services (Version 8 or newer), Microsoft .NET Framework (Version 4.0 or newer), and Microsoft SQL Server Standard 2014 (or newer), the Contractor shall develop and deploy low-code/no-code applications using the Bizagi Modeler, Studio, and Engine applications in a Bizagi Teamwork Environment and, as necessary, a TFS environment, to include:
- A. model the process(es) for the following areas of business:
 - i. First report of injury intake and processing,
 - ii. Claims Processing—claims intake, issues, document preparation and docketing,
 - iii. Processing—mail services, production scanning, OCR/ICR, and indexing, print services,
 - iv. Hearings—includes court reporting, interpreter services,
 - v. Insurance Compliance—regulate and monitor employer and insurer compliance with MD worker’s compensation and self-insurance provisions,
 - vi. Insurance reporting and assessment and billing for special funding,
 - vii. All Support Services processes (includes vocation rehabilitation practitioner and medical payments management),
 - viii. Hearing decision orders and settlement processing,
 - ix. Appeals—case transfer to/remand from Circuit Courts,
 - x. All internal and external interfaces,
 - xi. Other WCC enterprise processes identified in the course of developing and deploying process applications identified above, and
 - xii. Internal processes of WCC not included in the listing above (including, but not limited to, Fiscal Services, Personnel, Mail Room, Supply, and Information Technology).
 - B. model the data to support the process models identified above,
 - C. define the forms to support the process models identified above,
 - D. document the business rules to support the process models identified above,
 - E. define the performers to support the process models identified above,
 - F. integrate interfaces, data replication, data virtualization, Bizagi built-in connectors, Bizagi widgets, SOAP web services, and /or REST web services with external systems to support the process models defined above, develop and deploy non-Bizagi interfaces, APIs, connectors, and related software to support applications developed and deployed using the Bizagi toolset, and

- G. collaborate in a Bizagi Teamwork Development environment. System architecture includes Bizagi On-Premise Digital Business Platform with centralized project server and work portal built on Windows Server 2012 R2 (or newer), Microsoft Internet Information Services (Version 8 or newer), Microsoft .NET Framework (Version 4.0 or newer), and Microsoft SQL Server Standard 2014 (or newer) in Development, Test, and Production environments to support the process models identified above,
- H. work in a joint State-Contractor team environment under the direction of a project manager appointed by the State (i.e., the EM Project Manager), and not the Contractor,
- I. Other duties as assigned within the general scope of this RFP in support of the EM Project.

2.4.3 Provide database development and administration support, including:

- A. provide expert advice and recommendations on data virtualization, mirroring, and redesign as methods to interface between legacy systems and the EM Project applications,
- B. develop data models to support to support the process models identified above,
- C. design and perform ETL of data from existing databases to new databases as required to support new application development,
- D. develop and deploy non-Bizagi interfaces, APIs, connectors, and related software to support applications developed and deployed using the Bizagi toolset,
- E. develop and deploy static, scheduled, and ad hoc reporting, dashboards and other business intelligence work products as required to support requirements for business processes and related key performance indicators (KPI) and metrics defined and developed under this RFP, and
- F. perform all database development, to include (but not limited to) schema, entity, attribute and relationship design within Bizagi Studio, data encryption, stored procedures, user defined functions, ETL, database authentication and authorization, availability features, fault tolerance, backup and recovery planning and execution for Bizagi's data engine, virtualizations/replications/web services integrations/new data stores, external data exchanges and connected services.

2.4.4 Non-process area requirements

The Contractor shall:

- A. Maintain custom source code in the State-supplied version control library in accordance with WCC policies and procedures for source code use, versioning, team development, testing, deployment, maintenance, and management,
- B. Maintain a list of defects in the State-supplied tool,
- C. Maintain a list of requested changes in the State-supplied tool,
- D. Perform other enterprise modernization development support within the general scope of this RFP, at the direction of the EM Project Manager.
- E. Ensure State access and visibility to all tools used by the Contractor to fulfill Contract requirements.

- F. Shall develop using test driven development, using automated testing scripts run for continuous development.

2.4.5 Requirements For Hardware, Software, And Materials

THIS SECTION IS NOT APPLICABLE TO THIS RFP.

2.4.6 Contractor–Supplied Hardware, Software, and Materials

THIS SECTION IS NOT APPLICABLE TO THIS RFP.

2.4.7 Product Requirements

THIS SECTION IS NOT APPLICABLE TO THIS RFP.

2.5 Deliverables

2.5.1 Deliverable Submission

- A. For every deliverable listed in Section 2.5.4, *except* individual time sheets and Weekly Status Reports, the Contractor shall submit to the Contract Manager, by e–mail, a Deliverable Product Acceptance Form (DPAF), an example of which is provided on the DoIT web page:
http://doit.maryland.gov/contracts/Documents/_procurementForms/DeliverableProductAcceptanceForm-DPAFsample.pdf.
- B. Unless specified otherwise, written deliverables shall be compatible with Microsoft Office, Microsoft Project, and/or Microsoft Visio within two (2) versions of the current version. At the Contract Manager’s discretion, the Contract Manager may request one hard copy of a written deliverable.
- C. A standard deliverable review cycle will be elaborated and agreed–upon between the State and the Contractor. This review process is entered into when the Contractor completes a deliverable.
- D. For any written deliverable, the Contract Manager may request a draft version of the deliverable, to comply with the minimum deliverable quality criteria listed in **Section 2.5.3 Minimum Deliverable Quality**. Drafts of each final deliverable, except status reports, are required at least two weeks in advance of when the final deliverables are due (with the exception of deliverables due at the beginning of the project where this lead time is not possible, or where draft delivery date is explicitly specified).
- E. The EM Project Manager will create, prioritize, and maintain product and release backlogs that will be the basis for the software development work. Product and release backlogs are maintained to ensure that functionalities not included in early Sprints, but which remain desirable, are incorporated into future Sprints. The EM Project Manager assigns one or more software developers to determine the plan and deliver the Sprint Planning Report and development processes within each Sprint and to propose the way the Sprint is to be run within parameters pre-set by the EM Project Manager. The EM Project Manager approves the Sprint plan (the Sprint Planning Report deliverable) and the specific development plans for each Sprint developed during one Epic, as well as ongoing plan revisions reflecting experience from completed Sprints.

- F. For each Sprint the working software must:
- i. be developed using responsive design,
 - ii. meet the stated requirements and design (identified through “user stories” and validated through testing of the software),
 - iii. meet acceptance criteria, to include expected functionality for a user story, any non-functional requirements that must be met in the development of the user story, and any associated documentation,
 - iv. be delivered with documentation that identifies user stories or requirements which were removed, with concurrence from the State, from the Sprint Plan as defined at the beginning of each Sprint, and
 - v. meet code quality standards, and
 - vi. maintain regulatory and legal compliance.

2.5.2 Meeting the Sprint’s Definition of Done (DoD) will be determined by a software demonstration to allow the State to determine whether criteria have been met (such as packaged, documented, tested, independently verified, and releasable).

2.5.3 Deliverable Acceptance

- A. A final deliverable shall satisfy the scope and requirements of this RFP for that deliverable, including the quality and acceptance criteria for a final deliverable as defined in **Section 2.5.4 Deliverable Descriptions/Acceptance Criteria**.
- B. The Contract Manager shall review a final deliverable to determine compliance with the acceptance criteria as defined for that deliverable, and as further defined as part of a DoD. The Contract Manager is responsible for coordinating comments and input from various team members and stakeholders. The Contract Manager is responsible for providing clear guidance and direction to the Contractor in the event of divergent feedback from various team members.
- C. The Contract Manager will issue to the Contractor a notice of acceptance or rejection of the deliverable in the DPAF (see online sample). Following the return of the DPAF indicating “Accepted” and signed by the Contract Manager, the Contractor shall submit a proper invoice in accordance with the procedures in **Section 3.3**. The invoice must be accompanied by a copy of the executed DPAF or payment may be withheld.
- D. In the event of rejection, the Contract Manager will formally communicate in writing any deliverable deficiencies or non-conformities to the Contractor, describing in those deficiencies what shall be corrected prior to acceptance of the deliverable in sufficient detail for the Contractor to address the deficiencies. The Contractor shall correct deficiencies and resubmit the corrected deliverable for acceptance within the agreed-upon time period for correction.

2.5.4 Minimum Deliverable Quality

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

Each deliverable shall meet the following minimum acceptance criteria:

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

2.5.5 Deliverable Descriptions/Acceptance Criteria

In addition to the items identified in the table below, the Contractor may suggest other subtasks, artifacts, or deliverables to improve the quality and success of the assigned tasks.

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
2.5.5.1	Sprint Planning Report	Contractor shall provide complete report of all requirements and user stories to be included in the scheduled Sprint which meets or exceeds Minimum Deliverable Quality (Section 2.5.3)	One Business Day after each Sprint planning session
2.5.5.2	Post–Sprint Analysis Report	Contractor to provide a complete report of all requirements delivered in the scheduled Sprint, as well as a list of requirements deferred and the reason for the deferment which meets or exceeds Minimum Deliverable Quality (Section 2.5.3)	One Business Day after each post–Sprint analysis session

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
2.5.5.3	Data Conversion Plan	Contractor shall provide documentation based on State of Maryland SDLC template provided which meets or exceeds Minimum Deliverable Quality (Section 2.5.3)	Initial plan with first Sprint, updated with each subsequent Sprint completion. Final version delivered at project closeout.
2.5.5.4	Interface Control Document	Contractor shall provide documentation based on State of Maryland SDLC template provided which meets or exceeds Minimum Deliverable Quality (Section 2.5.3)	Initial plan with first Sprint, updated with each subsequent Sprint completion. Final version delivered at project closeout.
2.5.5.5	System Administration Manual	Contractor shall provide documentation based on State of Maryland SDLC template provided which meets or exceeds Minimum Deliverable Quality (Section 2.5.3)	Initial manual at completion of first Epic, updated with each subsequent Epic completion. Final version delivered at project closeout.
2.5.5.6	System Design Document	Contractor shall provide documentation based on State of Maryland SDLC template provided which meets or exceeds Minimum Deliverable Quality (Section 2.5.3)	Initial plan with first Sprint, updated with each subsequent Sprint completion. Final version delivered at project closeout.
2.5.5.7	System Security Plan	Contractor shall provide documentation based on State of Maryland SDLC template provided which meets or exceeds Minimum Deliverable Quality (Section 2.5.3)	Initial manual at completion of first Epic, updated with each subsequent Epic completion. Final version delivered at project closeout.

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
2.5.5.8	User Manual	Contractor shall provide documentation based on WCC template provided which meets or exceeds Minimum Deliverable Quality (Section 2.5.3)	Initial manual at completion of first Epic, updated with each subsequent Epic completion
2.5.5.9	Weekly Status Report per Resource	Contractor Personnel shall provide to the EM Project Manager a weekly status/activity report of projects and tasks assigned, work completed, and outstanding assignments which meets or exceeds Minimum Deliverable Quality (Section 2.5.3).	Weekly on day to be determined by the Contract Manager or EM Project Manager in format provided by the EM Project Manager
2.5.5.10	Weekly Timesheet per Resource	Contractor shall provide a means of reporting to Contract Manager time for each resource that will show hours spent on tasks and activities per week, which meets or exceeds Minimum Deliverable Quality (Section 2.5.3).	Weekly on day to be determined by the Contract Manager or EM Project Manager in format provided by EM Project Manager
2.5.5.11	Status Meetings Attendance and Minutes	Contractor shall meet with the EM Project Manager to review assigned tasks, upcoming tasks, and issues. Contractor shall provide agenda and meeting minutes, which meets or exceeds Minimum Deliverable Quality (Section 2.5.3).	One Business Day following the meeting using format provided by the EM Project Manager.

2.6 Optional Features, Future Work

- 2.6.1 OPTION (T&M) The Commission would consider expansion of the staff augmentees to include up to eleven (11) total Contractor Personnel. Additional resources would be selected from one or more of the labor categories described in Appendix 3. Additional resources may be selected at any time during the base or any exercised option year contingent upon any required approvals by the Department of Information Technology and/or Board of Public Works. Therefore, Offerors should ensure labor rates are provided for all positions listed in the Financial Proposal Form and described in Appendix 3.
- 2.6.2 Labor categories that are not required at Notice to Proceed (NTP) are indicated with the word OPTION.

2.7 Service Level Agreement (SLA)

THIS SECTION IS NOT APPLICABLE TO THIS RFP.

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3 Contractor Requirements: General

3.1 Contract Initiation Requirements

- 3.1.1 Contractor Personnel shall in-process with WCC per the Commission's standard onboarding procedures for contract personnel.
- 3.1.2 All Contractor Personnel shall work at the WCC headquarters, 10 East Baltimore Street, Baltimore, MD. No off-shore work is authorized. No remote work is authorized without prior written approval from the Contract Manager.

3.2 End of Contract Transition

- 3.2.1 The Contractor shall provide transition assistance as requested by the State to facilitate the orderly transfer of services to the State or a follow-on contractor, for a period up to sixty (60) calendar days prior to Contract end date, or the termination thereof. Such transition efforts shall consist, not by way of limitation, of:
 - A. Provide additional services and/or support as requested to successfully complete the transition;
 - B. Maintain the services called for by the Contract at the required level of proficiency;
 - C. Provide updated System Documentation, as appropriate; and
 - D. Provide current operating procedures (as appropriate).
- 3.2.2 The Contractor shall work toward a prompt and timely transition, proceeding in accordance with the directions of the Contract Manager. The Contract Manager may provide the Contractor with additional instructions to meet specific transition requirements prior to the end of Contract.
- 3.2.3 The Contractor shall ensure that all necessary knowledge and materials for the tasks completed are transferred to the custody of State personnel or a third party, as directed by the Contract Manager.
- 3.2.4 The Contractor shall support end-of-Contract transition efforts with technical and project support to include but not be limited to:
 - A. The Contractor shall provide a draft Transition-Out Plan 120 Business Days in advance of Contract end date.
 - B. The Transition-Out Plan shall address at a minimum the following areas:
 - i. Any staffing concerns/issues related to the closeout of the Contract,
 - ii. Communications and reporting process between the Contractor, the Commission and the Contract Manager,
 - iii. Security and system access review and closeout,
 - iv. Any hardware/software inventory or licensing including transfer of any point of contact for required software licenses to the Commission or a designee,
 - v. Any final training/orientation of Commission staff,

- vi. Knowledge transfer, to include:
 - 1. A working knowledge of the current system environments as well as the general business practices of the Commission,
 - 2. Review with the Commission the procedures and practices that support the business process and current system environments,
 - 3. Working knowledge of all technical and functional matters associated with the Solution, its architecture, data file structure, interfaces, any batch programs, and any hardware or software tools utilized in the performance of this Contract,
 - 4. Documentation that lists and describes all hardware and software tools utilized in the performance of this Contract,
 - 5. A working knowledge of various utilities and corollary software products used in support and operation of the Solution,
 - 6. Plans to complete tasks and any unfinished work items (including open change requests, and known bug/issues), and
 - 7. Any risk factors with the timing and the Transition–Out schedule and transition process. The Contractor shall document any risk factors and suggested solutions.
- C. The Contractor shall ensure all documentation and data including, but not limited to, System Documentation and current operating procedures, is current and complete with a hard and soft copy in a format prescribed by the Contract Manager.
- D. Access to any data or configurations of the furnished product and/or services shall be available after the expiration of the Contract as described in **Section 3.2.5**.

3.3 Invoicing

3.3.1 Definitions

- A. “Proper Invoice” means a bill, written document, or electronic transmission, readable by the Commission, provided by a vendor requesting an amount that is due and payable by law under a written procurement contract for property received or services rendered that meets the requirements of COMAR 21.06.09.02.
- B. “Late Payment” means any amount that is due and payable by law under a written procurement contract, without deferral, delay, or set–off under COMAR 21.02.07.03, and remains unpaid more than 45 business days after an Commission receives a Proper Invoice.
- C. “Payment” includes all required processing and authorization by the Comptroller of the Treasury, as provided under COMAR 21.02.07, and may be deferred, delayed, or set–off as applicable under COMAR 21.02.07.03.

3.3.2 General

- A. The Contractor shall e-mail the original of each invoice and signed authorization to invoice to the Contract Manager (jmcnemar@wcc.state.md.us) and Procurement Officer (csurdokas@wcc.state.md.us).
- B. All invoices for services shall be verified by the Contractor as accurate at the time of submission.
- C. Invoices submitted without the required information cannot be processed for payment. A Proper Invoice, required as Payment documentation, must include the following information, without error:
 - i. Contractor name and address;
 - ii. Remittance address;
 - iii. Federal taxpayer identification (FEIN) number, social security number, as appropriate;
 - iv. Invoice period (i.e. time period during which services covered by invoice were performed);
 - v. Invoice date;
 - vi. Invoice number;
 - vii. State assigned Contract number;
 - viii. State assigned (Blanket) Purchase Order number(s);
 - ix. Goods or services provided;
 - x. Amount due; and
 - xi. Any additional documentation required by regulation or the Contract.
- D. Invoices that contain both fixed price and time and material items shall clearly identify each item as either fixed price or time and material billing.
- E. The Commission reserves the right to reduce or withhold Contract payment in the event the Contractor does not provide the Commission with all required deliverables within the time frame specified in the Contract or otherwise breaches the terms and conditions of the Contract until such time as the Contractor brings itself into full compliance with the Contract.
- F. Any action on the part of the Commission, or dispute of action by the Contractor, shall be in accordance with the provisions of Annotated Code of Maryland, State Finance and Procurement Article Sections 15-215 through 15-223 and with COMAR 21.10.04.
- G. The State is generally exempt from federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes and transportation taxes. The Contractor, however, is not exempt from such sales and use taxes and may be liable for the same.
- H. Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred un-

der the Contract. In no event shall any invoice be submitted later than 60 calendar days from the Contract termination date.

3.3.3 Invoice Submission Schedule

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

- A. The Contractor shall invoice in the month following the acceptance of the work by the Commission.

3.3.4 Time and Materials Invoicing

- A. All time and material invoices shall be accompanied by the following notice(s) of acceptance issued by the State: DPAF for each time period invoiced (see online example) and a signed timesheet as described below. Include for each person covered by the invoice the following, individually listed per person: name, hours worked, hourly labor rate, invoice amount and a copy of each person's timesheet for the period signed by the Contract Manager.

B. Time Sheet Reporting

Within three (3) business days after the 15th and last day of the month, the Contractor shall submit a semi-monthly timesheet for the preceding half month providing data for all resources provided under the Contract. At a minimum, each semi-monthly timesheet shall show:

- i. Title: "Time Sheet for WCC Enterprise Modernization Project"
- ii. Issuing company name, address, and telephone number
- iii. For each employee /resource:
 - a) Employee / resource name
 - b) For each Period ending date, e.g., "Period Ending: mm/dd/yyyy" (Periods run 1st through 15th and 16th through last day of the month.
 - i. Tasks completed that week and the associated deliverable names and ID#s
 - ii. Number of hours worked each day
 - iii. Total number of hours worked that Period
 - iv. Period variance above or below 40 hours
 - v. Annual number of hours planned under the Contract
 - vi. Annual number of hours worked to date
 - vii. Balance of hours remaining
 - viii. Annual variance to date (Sum of periodic variances)
- iv. Signature and date lines for the Contract Manager
- v. Time sheets shall be submitted to the Contract Manager prior to invoicing. The Contract Manager shall sign the timesheet to indicate authorization to invoice.

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

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

3.3.6 Travel Reimbursement

- A. There shall be no reimbursement for Routine Travel. Contractor shall not be reimbursed for Non-Routine Travel without prior Contract Manager approval.
- B. Routine Travel is defined as travel within a 50-mile radius of the Commission's base location, as identified in the RFP, or the Contractor's facility, whichever is closer to the consulting site. There will be no payment for labor hours for travel time or reimbursement for any travel expenses for work performed within these radiuses or at the Contractor's facility.
- C. Non-routine Travel is defined as travel beyond the 50-mile radius of Commission's base location, as identified in the RFP, or the Contractor's facility, whichever is closer to the consulting site. Non-routine travel will be reimbursed according to the State's travel regulations and reimbursement rates, which can be found at: www.DBM.maryland.gov-search: Fleet Management. If non-routine travel is conducted by automobile, the first 50 miles of such travel will be treated as routine travel and as described in Section 3.3.6.A, and will not be reimbursed. The Contractor may bill for labor hours expended in non-routine traveling beyond the identified 50-mile radius, only if so specified in the RFP or Work Order.

3.3.7 Retainage

This solicitation does not require retainage.

3.4 Liquidated Damages

Not applicable because there is no MBE goal for this RFP.

3.5 Disaster Recovery and Data

The following requirements apply to the Contract:

3.5.1 Redundancy, Data Backup, and Disaster Recovery

- A. Redundancy, data backup, and disaster recovery (to include business continuity) will be provided by WCC.
- B. Contractor shall store and maintain all project data/System Documentation, including design documents, source code, databases, executables, and related documentation on WCC-provided equipment. (See also Section 2.4.2)

3.5.2 Data Export/Import

- A. The Contractor shall, at no additional cost or charge to the State, in an industry standard/non-proprietary format:
 - i. perform a full or partial import/export of State data within 24 hours of a request; or
 - ii. provide to the State the ability to import/export data at will and provide the State with any access and instructions which are needed for the State to import or export data.
- B. Any import or export shall be in a secure format per the Security Requirements.

3.5.3 Data Ownership and Access

- A. Data, databases and derived data products created, collected, manipulated, or directly purchased as part of a Contract or Work Order issued based on this RFP shall become the property of the State. The Commission is considered the custodian of the data and shall determine the use, access, distribution and other conditions based on appropriate State statutes and regulations.
- B. Licensed and/or copyrighted data shall be governed by the terms and conditions identified in the Contract or the license.
- C. Public jurisdiction user accounts and public jurisdiction data shall not be accessed, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of the Contract, including as necessary to perform the services hereunder or (4) at the State's written request.
- D. The Contractor shall limit access to and possession of State data to only Contractor Personnel whose responsibilities reasonably require such access or possession and shall train such Contractor Personnel on the confidentiality obligations set forth herein.
- E. At no time shall any data or processes—that either belong to or are intended for the use of the State or its officers, agents or employees—be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the State.
- F. The Contractor shall not use any information collected in connection with the services furnished under this Contract for any purpose other than fulfilling such services.

- 3.5.4 Provisions in **Sections 3.5.1–3.5.3** shall survive expiration or termination of the Contract. Additionally, the Contractor and subcontractors shall flow down the provisions of **Sections 3.5.1–3.5.3** (or the substance thereof) in all subcontracts.

3.6 Insurance Requirements

- 3.6.1 The Contractor shall maintain, at a minimum, the insurance coverages outlined below, or any minimum requirements established by law if higher, for the duration of the Contract, including option periods, if exercised:
- 3.6.2 The following type(s) of insurance and minimum amount(s) of coverage are required:
- A. Commercial General Liability—of \$1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal and advertising injury of and \$3,000,000 aggregate. The minimum limits required herein may be satisfied through any combination of primary and/or umbrella/excess liability policies.
 - B. Errors and Omissions/Professional Liability—\$1,000,000 per combined single limit per claim and \$3,000,000 annual aggregate.
 - C. Employee Theft Insurance—\$1,000,000 per occurrence, the State of Maryland and the Commission should be added as a “loss payee.”
 - D. Cyber Security/Data Breach Insurance—(For any service offering hosted by the Contractor) \$6,000,000 per occurrence. The coverage must be valid in at all locations where work is performed or data or other information concerning the State’s claimants and/or employers is processed or stored.
 - E. Worker’s Compensation—The Contractor shall maintain such insurance as necessary and/or as required under Workers’ Compensation Acts, the Longshore and Harbor Workers’ Compensation Act, and the Federal Employers’ Liability Act. Coverage must be valid in all states where work is performed. One million dollars (\$1,000,000) per occurrence (unless a state’s law requires a greater amount of coverage) is required.
 - F. Automobile or Commercial Truck Insurance - The Contractor shall maintain Automobile or Commercial Truck Insurance (including owned, leased, hired, and non-owned vehicles) as appropriate with Liability, Collision, and PIP limits no less than those required by the State where the vehicle(s) is registered, but in no case less than those required by the State of Maryland.
- 3.6.3 The State shall be listed as an additional insured on the faces of the certificates associated with the coverages listed above, including umbrella policies, excluding Workers’ Compensation Insurance and professional liability.
- 3.6.4 All insurance policies shall be endorsed to include a clause that requires that the insurance carrier provide the Procurement Officer, by certified mail, not less than 30 calendar days’ advance notice of any non-renewal, cancellation, or expiration. The Contractor shall notify the Procurement Officer in writing, if policies are cancelled or not renewed within five (5) calendar days of learning of such cancellation or nonrenewal. The Contractor shall provide evidence of replacement insurance coverage to the Procurement Officer at least 15 calendar days prior to the expiration of the insurance policy then in effect.

- 3.6.5 Any insurance furnished as a condition of this Contract shall be issued by a company authorized to do business in the State.
- 3.6.6 The recommended awardee must provide current certificate(s) of insurance with the prescribed coverages, limits and requirements set forth in this Section within five (5) Business Days from notice of recommended award. During the period of performance for multi-year contracts the Contractor shall provide certificates of insurance annually, or as otherwise directed by the Contract Manager.

3.6.7 Subcontractor Insurance

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

3.7 Security Requirements

The following requirements are applicable to the Contract:

3.7.1 Employee Identification

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

3.7.2 Criminal Background Check

- A. A criminal background check for any Contractor Personnel providing on-site services shall be completed prior to each Contractor Personnel providing any services under the Contract.
- B. The Contractor shall obtain criminal background checks on candidates it sends for employment at the Commission. At a minimum, these checks must contain convictions and probation before judgment (PBJ) pleadings within the State of Maryland. This check may be performed by a public or private entity.
- C. The Contractor shall provide certification to the Commission that the Contractor has completed the required criminal background check described in this RFP for each required Contractor Personnel prior to assignment, and that the Contractor Personnel have successfully passed this check.

- D. Persons with a criminal record may not perform services under this Contract unless prior written approval is obtained from the Contract Manager. The Contract Manager reserves the right to reject any individual based upon the results of the background check. Decisions of the Contract Manager as to acceptability of a candidate are final. The State reserves the right to refuse any individual Contractor Personnel to work on State premises, based upon certain specified criminal convictions, as specified by the State.
- E. A particular on-site location covered by this Contract may require more restrictive conditions regarding the nature of prior criminal convictions that would result in Contractor Personnel not being permitted to work on those premises. Upon receipt of a location's more restrictive conditions regarding criminal convictions, the Contractor shall provide an updated certification regarding the Contractor Personnel working at or assigned to those premises.

3.7.3 On-Site Security Requirement(s)

- A. For the conditions noted below, Contractor Personnel may be barred from entrance or leaving any site until such time that the State's conditions and queries are satisfied.
- B. Contractor Personnel may be subject to random security checks when entering and leaving State secured areas. The State reserves the right to require Contractor Personnel to be accompanied while in secured premises.
- C. Any Contractor Personnel who enters the premises of a facility under the jurisdiction of the Commission may be searched, photographed, and required to wear an identification card issued by the Commission.
- D. Further, Contractor Personnel shall not violate Annotated Code of Maryland, Criminal Law Art. Section 9-410 through 9-417 and such other security policies of the Commission that controls the facility to which the Contractor Personnel seeks access. The failure of any of the Contractor Personnel to comply with any provision of the Contract is sufficient grounds for the State to immediately terminate the Contract for default.

3.7.4 Information Technology

- A. The Contractor shall:
 - i. Implement administrative, physical, and technical safeguards to protect State data that are no less rigorous than accepted industry best practices for information security such as those listed below (see **Section 3.7.5**);
 - ii. Ensure that all such safeguards, including the manner in which State data is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws as well as the terms and conditions of the Contract; and
 - iii. The Contractor, and Contractor Personnel, shall (i) abide by all applicable federal, State and local laws, rules and regulations concerning security of Information Systems and Information Technology and (ii) comply with and adhere to the State IT Security Policy and Standards as each may be amended or revised from time to time. Updated and revised versions of the State IT Policy and Standards are available online at: doit.maryland.gov.

3.7.5 Data Protection and Controls

- A. Contractor shall ensure a secure environment for all State data and any hardware and software (including but not limited to servers, network and data components) to be provided or used in connection with the performance of the Contract and shall apply or cause application of appropriate controls so as to maintain such a secure environment (“Security Best Practices”). Such Security Best Practices shall comply with an accepted industry standard, such as the NIST cybersecurity framework.
- B. To ensure appropriate data protection safeguards are in place, the Contractor shall implement and maintain the following controls at all times throughout the Term of the Contract (the Contractor may augment this list with additional controls):
 - i. Establish separate production, test, and training environments for systems supporting the services provided under this Contract and ensure that production data is not replicated in test and/or training environment(s) unless it has been previously anonymized or otherwise modified to protect the confidentiality of Sensitive Data elements. The Contractor shall ensure the appropriate separation of production and non-production environments by applying the data protection and control requirements listed in **Section 3.7.5**.
 - ii. Apply hardware and software hardening procedures as recommended by Center for Internet Security (CIS) guides <https://www.cisecurity.org/>, Security Technical Implementation Guides (STIG) <http://iase.disa.mil/Pages/index.aspx>, or similar industry best practices to reduce the Contractor/subcontractor’s systems’ surface of vulnerability, eliminating as many security risks as possible and documenting what is not feasible and/or not performed according to best practices. Any hardening practices not implemented shall be documented with a plan of action and milestones including any compensating control. These procedures may include but are not limited to removal of unnecessary software, disabling or removing unnecessary services, removal of unnecessary usernames or logins, and the deactivation of unneeded features in the Contractor/subcontractor’s system configuration files.
 - iii. Ensure that State data is not comingled with non-State data through the proper application of compartmentalization security measures.
 - iv. Apply data encryption to protect Sensitive Data at all times, including in transit, at rest, and also when archived for backup purposes. Unless otherwise directed, the Contractor is responsible for the encryption of all Sensitive Data.
 - v. For all State data the Contractor manages or controls, data encryption shall be applied to such data in transit over untrusted networks.
 - vi. Encryption algorithms which are utilized for encrypting data shall comply with current Federal Information Processing Standards (FIPS), “Security Requirements for Cryptographic Modules”, FIPS PUB 140-2:
 - vii. <http://csrc.nist.gov/publications/fips/fips140-2/fips1402.pdf>
 - viii. <http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm>

- ix. Enable appropriate logging parameters to monitor user access activities, authorized and failed access attempts, system exceptions, and critical information security events as recommended by the operating system and application manufacturers and information security standards, including Maryland Department of Information Technology's Information Security Policy.
- x. Retain the aforementioned logs and review them at least daily to identify suspicious or questionable activity for investigation and documentation as to their cause and remediation, if required. The Commission shall have the right to inspect these policies and procedures and the Contractor or subcontractor's performance to confirm the effectiveness of these measures for the services being provided under this Contract.
- xi. Ensure system and network environments are separated by properly configured and updated firewalls.
- xii. Restrict network connections between trusted and untrusted networks by physically and/or logically isolating systems from unsolicited and unauthenticated network traffic.
- xiii. By default "deny all" and only allow access by exception.
- xiv. Review at least annually the aforementioned network connections, documenting and confirming the business justification for the use of all service, protocols, and ports allowed, including the rationale or compensating controls implemented for those protocols considered insecure but necessary.
- xv. Perform regular vulnerability testing of operating system, application, and network devices. Such testing is expected to identify outdated software versions; missing software patches; device or software misconfigurations; and to validate compliance with or deviations from the security policies applicable to this Contract. Contractor shall evaluate all identified vulnerabilities for potential adverse effect on security and integrity and remediate the vulnerability no later than 30 days following the earlier of vulnerability's identification or public disclosure, or document why remediation action is unnecessary or unsuitable. The Commission shall have the right to inspect the Contractor's policies and procedures and the results of vulnerability testing to confirm the effectiveness of these measures for the services being provided under this Contract.
- xvi. Enforce strong user authentication and password control measures to minimize the opportunity for unauthorized access through compromise of the user access controls. At a minimum, the implemented measures should be consistent with the most current Maryland Department of Information Technology's Information Security Policy (<http://doit.maryland.gov/support/Pages/SecurityPolicies.aspx>), including specific requirements for password length, complexity, history, and account lock-out.
- xvii. Ensure State data is not processed, transferred, or stored outside of the United States ("U.S."). The Contractor shall provide its services to the State and the State's end users solely from data centers in the U.S. Unless granted

an exception in writing by the State, the Contractor shall not allow Contractor Personnel to store State data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The Contractor shall permit its Contractor Personnel to access State data remotely only as required to provide technical support.

xviii. Ensure Contractor's Personnel shall not connect any of its own equipment to a State LAN/WAN without prior written approval by the State, which may be revoked at any time for any reason. The Contractor/subcontractor shall complete any necessary paperwork as directed and coordinated with the Contract Monitor to obtain approval by the State to connect Contractor/subcontractor-owned equipment to a State LAN/WAN.

xix. Ensure that anti-virus and anti-malware software is installed and maintained on all systems supporting the services provided under this Contract; that the anti-virus and anti-malware software is automatically updated; and that the software is configured to actively scan and detect threats to the system for remediation. The Contractor shall perform routine vulnerability scans and take corrective actions for any findings.

xx. Conduct regular external vulnerability testing designed to examine the service provider's security profile from the Internet without benefit of access to internal systems and networks behind the external security perimeter. Evaluate all identified vulnerabilities on Internet-facing devices for potential adverse effect on the service's security and integrity and remediate the vulnerability promptly or document why remediation action is unnecessary or unsuitable. The Commission shall have the right to inspect these policies and procedures and the performance of vulnerability testing to confirm the effectiveness of these measures for the services being provided under this Contract.

3.7.6 Security Incident Response

- A. The Contractor shall notify the Commission in accordance with **Section 3.7.6A-D** when any Contractor system that may access, process, or store State data or State systems experiences a Security Incident or a Data Breach as follows:
- i. notify the Commission within twenty-four (24) hours of the discovery of a Security Incident by providing notice via written or electronic correspondence to the Contract Manager, Commission chief information officer and Commission chief information security officer;
 - ii. notify the Commission within two (2) hours if there is a threat to Contractor's Solution as it pertains to the use, disclosure, and security of State data; and
 - iii. provide written notice to the Commission within one (1) Business Day after Contractor's discovery of unauthorized use or disclosure of State data and thereafter all information the State (or Commission) requests concerning such unauthorized use or disclosure.
- B. Contractor's notice shall identify:
- i. the nature of the unauthorized use or disclosure;

- ii. the State data used or disclosed,
 - iii. who made the unauthorized use or received the unauthorized disclosure;
 - iv. what the Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and
 - v. what corrective action the Contractor has taken or shall take to prevent future similar unauthorized use or disclosure.
 - vi. The Contractor shall provide such other information, including a written report, as reasonably requested by the State.
- C. The Contractor may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the Contract. Discussing Security Incidents with the State should be handled on an urgent as-needed basis, as part of Contractor communication and mitigation processes as mutually agreed upon, defined by law or contained in the Contract.
- D. The Contractor shall comply with all applicable laws that require the notification of individuals in the event of unauthorized release of State data or other event requiring notification, and, where notification is required, assume responsibility for informing all such individuals in accordance with applicable law and to indemnify and hold harmless the State (or Commission) and its officials and employees from and against any claims, damages, and actions related to the event requiring notification.
- 3.7.7 Data Breach Responsibilities
- A. If the Contractor reasonably believes or has actual knowledge of a Data Breach, the Contractor shall, unless otherwise directed:
- i. Notify the appropriate State-identified contact within 24 hours by telephone in accordance with the agreed upon security plan or security procedures unless a shorter time is required by applicable law;
 - ii. Cooperate with the State to investigate and resolve the data breach;
 - iii. Promptly implement commercially reasonable remedial measures to remedy the Data Breach; and
 - iv. Document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services.
- B. If a Data Breach is a direct result of the Contractor's breach of its Contract obligation to encrypt State data or otherwise prevent its release, the Contractor shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by State law; (3) a credit monitoring service required by State or federal law; (4) a website or a toll-free number and call center for affected individuals required by State law; and (5) complete all corrective actions as reasonably determined by Contractor based on root cause; all [(1) through (5)] subject to the Contract's limitation of liability.

- 3.7.8 Additional security requirements may be established in a Work Order.
- 3.7.9 The State shall, at its discretion, have the right to review and assess the Contractor's compliance to the security requirements and standards defined in the Contract.
- 3.7.10 Provisions in **Section 3.7.1 – 3.7.9** shall survive expiration or termination of the Contract. Additionally, the Contractor and subcontractor shall flow down the provisions of **Section 3.7.4 – 3.7.10** (or the substance thereof) in all subcontracts.

3.8 Problem Escalation Procedure

- 3.8.1 The Contractor must provide and maintain a Problem Escalation Procedure (PEP) for both routine and emergency situations. The PEP must state how the Contractor will address problem situations as they occur during the performance of the Contract, especially problems that are not resolved to the satisfaction of the State within appropriate timeframes.
- 3.8.2 The Contractor shall provide contact information to the Contract Manager, as well as to other State personnel as directed should the Contract Manager not be available.
- 3.8.3 The Contractor must provide the PEP no later than ten (10) Business Days after notice of recommended award. The PEP, including any revisions thereto, must also be provided within ten (10) Business Days after the start of each Contract year and within ten (10) Business Days after any change in circumstance which changes the PEP. The PEP shall detail how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner. The PEP shall include:
 - A. The process for establishing the existence of a problem;
 - B. Names, titles, and contact information for progressively higher levels of personnel in the Contractor's organization who would become involved in resolving a problem;
 - C. For each individual listed in the Contractor's PEP, the maximum amount of time a problem will remain unresolved with that individual before the problem escalates to the next contact person listed in the Contractor's PEP;
 - D. Expedited escalation procedures and any circumstances that would trigger them;
 - E. The method of providing feedback on resolution progress, including the frequency of feedback to be provided to the State;
 - F. Contact information for persons responsible for resolving issues after normal business hours (e.g., evenings, weekends, holidays) and on an emergency basis; and
 - G. A process for updating and notifying the Contract Manager of any changes to the PEP.
- 3.8.4 Nothing in this section shall be construed to limit any rights of the Contract Manager or the State which may be allowed by the Contract or applicable law.

3.9 SOC 2 Type 2 Audit Report

A SOC 2 Type 2 Report is not a Contractor requirement for this Contract.

3.10 Performance and Personnel

3.10.1 Preferred Offeror Experience

The following experience is preferred and will be evaluated as part of the Technical Proposal. Offerors shall provide dates of services provided, name of the client(s), client(s) point-of-contact email and phone number, and description of the project(s) undertaken. (see the Offeror experience, capability and references evaluation factor from **Section 6.2**):

- A. At least three (3) years of experience using Bizagi Modeler, Bizagi Studio, and Bizagi Engine to design and deliver enterprise modernization/digital transformation projects.
- B. Successfully delivered at least two (2) projects executing application processes using all of: Bizagi Modeler, Bizagi Studio and Bizagi Engine using a Microsoft SQL Server database and Microsoft .NET development environment consisting of all of the following for each project that contains at least ten (10) processes:
 - 1) modeling the processes
 - 2) building data models,
 - 3) designing forms,
 - 4) defining business and work allocation rules,.
 - 5) defining performers, and
 - 6) integrating external applications and data sources.
- C. Demonstrated experience using automated testing tools on at least two (2) successfully-delivered projects, of which at least one (1) required the use of Bizagi Studio.
- D. The extent to which the Offeror has demonstrated experience delivering enterprise modernization/digital transformation solutions to small and medium sized organizations (having less than five hundred (500) employees)

3.10.2 Personnel Experience

The following experience is expected and will be evaluated as part of the Technical Proposal (see the capability of proposed resources evaluation factor from **Section 6.2**):

- A. As defined in **Section 2.3.2** and **Appendix 3** (Labor Categories) of this RFP

3.10.3 Number of Personnel to Propose

As part of the Proposal evaluation, Offerors shall propose exactly three (3) Key Personnel, who are expected to be available as of the start date specified in the Notice to Proceed (NTP Date). Offerors shall describe in a Staffing Plan how additional resources shall be acquired to meet the needs of the Commission. Offerors may generally describe planned positions in a Staffing Plan. Such planned positions may not be used as evidence of fulfilling personnel minimum qualifications.

3.10.4 Key Personnel Identified

- A. For the Contract, the following positions to be identified in the Technical Proposal will be considered Key Personnel, and shall be required to meet the qualifications stated in **Section 2.3.2**, **Section 3.10** and **Appendix 3**

1. Senior Bizagi Developer
2. Bizagi Developer
3. Senior Microsoft SQL Server Database Developer/Architect

B. In addition to the three (3) Key Personnel, WCC expects two (2) additional resources identified in Appendix B shall be available as of the start date specified in the NTP for a total of five (5) resources to begin as of the NTP Date. Do not supply resumes for these two additional resources.

3.10.5 Labor Categories

- A. The Labor Categories are identified and described in Appendix 3. 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 Financial Proposal Form (Attachment B) that provides labor rates for all labor categories for all Contract years (initial term and any option periods). Actual resumes shall be provided only for Key Personnel as described in **Section 3.10.4**. Resumes for resources provided later shall be coordinated by the Contract Manager per the Technical Proposal and, if requested in a Work Order, shall be governed by the Work Order process.
- B. Each Labor Category includes Titles, Position Description, Education and Experience (General and Specialized).
- C. Education and experience described constitute the minimum qualifications for candidates proposed in response to a RFP. All experience required must have occurred within the most recent ten (10) years.

3.10.6 Substitution of Education for Experience

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

A. Substitution of Experience for Education

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

B. Substitution of Professional Certificates for Experience:

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

3.10.7 Contractor Personnel Maintain Certifications

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

3.10.8 Work Hours

- A. Business Hours Support: Contractor shall assign Contractor Personnel to support Normal State Business Hours (see definition in **Appendix 1**), Monday through Friday except for State holidays.
- B. Needs beyond the hours described in paragraph A may be defined in a Work Order.
- C. Contractor Personnel may also be required to provide occasional support outside of normal State Business Hours, including evenings, overnight, and weekends, to support specific efforts and emergencies, such as to resolve system repair or restoration. Hours performing activities would be billed on an actual time worked basis at the rates proposed.
- D. State–Mandated Closings: Contractor Personnel shall be required to participate in any State–mandated closings. In this event, the Contractor will be notified in writing by the Contract Manager of these details.
- E. Minimum and Maximum Hours: Full–time Contractor Personnel shall work 40 hours per week with starting and ending times as approved by the Contract Manager. A flexible work schedule may be used with Contract Manager approval, including time to support any efforts outside core business hours. Contractor personnel may also be requested to restrict the number of hours Contractor personnel can work within a given period of time that may result in less than an eight–hour day or less than a 40–hour work week.
- F. Vacation Hours: Requests for leave shall be submitted to the Contract Manager at least two weeks in advance. The Contract Manager reserves the right to request a temporary replacement if leave extends longer than one consecutive week. In cases where there is insufficient coverage, a leave request may be denied.

3.11 Substitution of Personnel

3.11.1 Continuous Performance of Key Personnel

- A. Key Personnel shall be available to perform Contract requirements as of the NTP Date. Unless explicitly authorized by the Contract Manager or specified in the Contract, Key Personnel shall be assigned to the State of Maryland as a dedicated resource.
- B. Key Personnel shall perform continuously for the duration of the Contract, or such lesser duration as specified in the Technical Proposal. Key Personnel may not be removed by the Contractor from working under the Contract without the prior written approval of the Contract Manager.
- C. The provisions of this section apply to Key Personnel identified in any Work Order proposal and agreement, if issued, and any Work Order Request and Work Order, if issued.

3.11.2 Definitions

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

- A. **Extraordinary Personnel Event**—means leave under the Family Medical Leave Act; or an incapacitating injury or incapacitating illness; or other circumstances that in the

sole discretion of the State warrant an extended leave of absence, such as extended jury duty or extended military service that precludes the individual from performing his/her job duties under the Contract.

- B. **Incapacitating**—means any health circumstance that substantially impairs the ability of an individual to perform the job duties described for that individual’s position in the RFP or the Contractor’s Technical Proposal.

3.11.3 Contractor Personnel General Substitution Provisions

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

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

3.11.4 Replacement Circumstances

A. Key Personnel Replacement

To replace any Key Personnel in a circumstance other than as described in **Section 3.11.4.B**, including transfers and promotions, the Contractor shall submit a substitution request as described in **Section 3.11.3** to the Contract Manager at least fifteen (15) calendar days prior to the intended date of change. A substitution may not occur unless and until the Contract Manager approves the substitution in writing.

B. Key Personnel Replacement Due to Vacancy

- i. The Contractor shall replace Key Personnel whenever a vacancy occurs due to the sudden termination, resignation, Extraordinary Personnel Event, or death of such personnel. (A termination or resignation with thirty (30) calendar days or more advance notice shall be treated as a replacement under **Section 3.11.4.A**.)

- ii. Under any of the circumstances set forth in this paragraph B, the Contractor shall identify a suitable replacement and provide the same information and items required under **Section 3.11.3** within fifteen (15) calendar days of the actual vacancy occurrence or from when the Contractor first knew or should have known that the vacancy would be occurring, whichever is earlier.
- C. Key Personnel Replacement Due to an Indeterminate Absence
 - i. If any Key Personnel has been absent from his/her job for a period of ten (10) calendar days due to injury, illness, or other physical condition, or an Extraordinary Personnel Event and it is not known or reasonably anticipated that the individual will be returning to work within the next twenty (20) calendar days to fully resume all job duties, before the 25th day of continuous absence, the Contractor shall identify a suitable replacement and provide the same information and items to the Contract Manager as required under **Section 3.11.3**.
 - ii. However, if this person is available to return to work and fully perform all job duties before a replacement has been authorized by the Contract Manager the Contract Manager may, at his/her sole discretion, authorize the original personnel to continue to work under the Contract, or authorize the replacement personnel to replace the original personnel, notwithstanding the original personnel's ability to return.
- D. Directed Personnel Replacement
 1. The Contract Manager may direct the Contractor to replace any Contractor Personnel who, in the sole discretion of the Contract Manager, are perceived as being unqualified, non-productive, unable to fully perform the job duties, disruptive, or known, or reasonably believed, to have committed a major infraction(s) of law, Commission policies, or Contract requirements. Normally, a directed personnel replacement will occur only after prior notification of problems with requested remediation, as described in **Section 3.11.4.D.2**.
 2. If deemed appropriate in the discretion of the Contract Manager, the Contract Manager shall give written notice of any Contractor Personnel performance issues to the Contractor, describing the problem and delineating the remediation requirement(s). The Contractor shall provide a written response to the remediation requirements in a Remediation Plan within ten (10) calendar days of the date of the notice and shall immediately implement the Remediation Plan upon written acceptance by the Contract Manager. If the Contract Manager rejects the Remediation Plan, the Contractor shall revise and resubmit the plan to the Contract Manager within five (5) calendar days, or in the timeframe set forth by the Contract Manager in writing.
 3. Should performance issues persist despite an approved Remediation Plan, the Contract Manager may give written notice of the continuing performance issues and either request a new Remediation Plan within a specified time limit or direct the substitution of Contractor Personnel whose performance is at issue with a qualified sub-

stitute, including requiring the immediate removal of the Contractor Personnel at issue.

4. Replacement or substitution of Contractor Personnel under this section shall be in addition to, and not in lieu of, the State's remedies under the Contract or which otherwise may be available at law or in equity.
5. If the Contract Manager determines to direct substitution under **Section 3.11.4.D.1**, if at all possible, at least fifteen (15) calendar days advance notice shall be given to the Contractor. However, if the Contract Manager deems it necessary and in the State's best interests to remove the Contractor Personnel with less than fifteen (15) calendar days' notice, the Contract Manager may direct the removal in a timeframe of less than fifteen (15) calendar days, including immediate removal.

3.11.5 Substitution Prior to and Within 30 Calendar Days After Contract Execution

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

3.12 Minority Business Enterprise (MBE) Reports

THIS SECTION IS NOT APPLICABLE

3.13 Veteran Small Business Enterprise (VSBE) Reports

THIS SECTION IS NOT APPLICABLE

3.14 Work Orders

- A. Additional services and resources will be provided via a Work Order process. Work shall not begin in advance of a fully executed Work Order. A Work Order may be issued for either fixed price or time and materials (T&M) pricing. T&M Work Orders will be issued in accordance with pre-approved Labor Categories with the fully loaded rates proposed in **Attachment B**.
- B. The Contract Manager shall e-mail a Work Order Request (See sample at doit.maryland.gov/contracts/Documents/_procurementForms/WorkOrderSample.pdf) to the Contractor to provide services or resources that are within the scope of this RFP. The Work Order Request will include:
 1. Technical requirements and description of the service or resources needed
 2. Performance objectives and/or deliverables, as applicable

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

3.15 Additional Clauses

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

3.15.1 Custom Software

- A. As described in the sample Contract (**Attachment M**), the State shall solely own any custom software, including, but not limited to application modules developed to inte-

grate with a COTS, source–codes, maintenance updates, documentation, and configuration files, when developed under this Contract.

- B. Upon a Contractor's voluntary or involuntary filing of bankruptcy or any other insolvency proceeding, Contractor's dissolution, Contractor's discontinuance of support of any software or system, the Contractor shall convey to the State all rights, title, and interests in all custom software, licenses, software source codes, and all associated System Documentation that comprises any solutions proposed as a part of the Contract. These rights include, but are not limited to, the rights to use, and cause others to use on behalf of the State, said software, software documentation, licenses, software source codes, and System Documentation.

3.15.2 Custom Source Code

- A. For all custom software provided to the State pursuant to any Contract, the Contractor shall either provide the source code directly to the State in a form acceptable to the State, or deliver two copies of each software source code and software source code documentation to a State-approved escrow agent at no additional cost to the State following the terms set forth in the sample contract (**Attachment M**) and in **Section 3.15.3** below.
- B. The State shall have the right to audit custom software source code and corresponding software source code documentation for each software product that comprises the solution as represented by the Contractor. This audit shall be scheduled at any time that is convenient for the parties to be present. The State shall be provided with software or other tools required to view all software source code.
- C. The Contractor shall provide the current source code and documentation for all custom software to the State at the time of Contract termination.

3.15.3 Purchasing and Recycling Electronic Products

THIS SECTION IS NOT APPLICABLE TO THIS RFP.

3.15.4 Change Control and Advance Notice

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

3.15.5 No–Cost Extensions

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

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4 Procurement Instructions

4.1 Pre-Proposal Conference

- 4.1.1 A pre-proposal conference (Conference) will be held at the date, time, and location indicated on the Key Information Summary Sheet.
- 4.1.2 Attendance at the Conference is not mandatory, but all interested parties are encouraged to attend in order to facilitate better preparation of their proposals.
- 4.1.3 Following the Conference, the attendance record and summary of the Conference will be distributed via the same mechanism described for amendments and questions (see **Section 4.2.1**)
- 4.1.4 Attendees should bring a copy of the solicitation and a business card to help facilitate the sign-in process.
- 4.1.5 In order to assure adequate seating and other accommodations at the Conference, please e-mail the Pre-Proposal Conference Response Form (Attachment A) no later than the time and date indicated on the form. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, please notify the Procurement Officer at least five (5) business days prior to the Pre-Proposal Conference date. The Commission will make a reasonable effort to provide such special accommodation.
- 4.1.6 Seating at the Conference will be limited to two (2) attendees per vendor.

4.2 eMaryland Marketplace (eMM)

- 4.2.1 Electronic Maryland Marketplace (eMM) is the electronic commerce system for the State of Maryland. The RFP, Pre-Proposal Conference summary and attendance sheet, Offerors' questions and the Procurement Officer's responses, addenda, and other solicitation-related information will be made available via eMM.
- 4.2.2 In order to receive a contract award, a vendor must be registered on eMM. Registration is free. Go to <https://emaryland.buyspeed.com/bsol/login.jsp>, click on "Register" to begin the process, and then follow the prompts.

4.3 Questions

- 4.3.1 All questions shall identify in the subject line the Solicitation Number and Title (WCCB8400012-WCC Enterprise Modernization Staff Augmentation), and shall be submitted in writing via e-mail to the Procurement Officer no later than the date and time specified the Key Information Summary Sheet.
- 4.3.2 Answers to all questions that are not clearly specific only to the requestor will be distributed via the same mechanism as for RFP amendments, and posted on eMM.
- 4.3.3 The statements and interpretations contained in responses to any questions, whether responded to verbally or in writing, are not binding on the Commission unless it issues an amendment in writing.

4.4 Procurement Method

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

4.5 Proposal Due (Closing) Date and Time

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

4.6 Multiple or Alternate Proposals

- 4.6.1 Multiple and/or alternate Proposals will not be accepted.

4.7 Economy of Preparation

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

4.8 Public Information Act Notice

- 4.8.1 An Offeror should give specific attention to the clear identification of those portions of its Proposal that it considers confidential and/or proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Annotated Code of Maryland, General Provisions Article, Title 4. (See also RFP **Section 5.3.2.B** Claim of Confidentiality). This confidential and/or proprietary information should be identified by page and section number and placed after the Title Page and before the Table of Contents in the Technical Proposal and if applicable, separately in the Financial Proposal.
- 4.8.2 Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination whether the information must be disclosed.

4.9 Award Basis

A Contract shall be awarded to the responsible Offeror submitting the Proposal that has been determined to be the most advantageous to the State, considering price and evaluation factors set forth in this RFP (see COMAR 21.05.03.03F), for providing the goods and services as specified in this RFP. See RFP **Section 6** for further award information.

4.10 Oral Presentation

Offerors shall be required to make oral presentations to State representatives. Oral presentations are considered part of the Technical Proposal. **All Key Personnel proposed must be physically present at the oral presentation and participate in the presentation. No video or audio conferencing will be permitted.** Offerors must confirm in writing any substantive oral clarification of, or change in, their Proposals made in the course of discussions. Any such written clarifications or changes then become part of the Offeror's Proposal. The Procurement Officer will notify Offerors of the time and place of oral presentations.

Oral presentations shall address a specific State-provided scenario that will be sent to all Offerors making oral presentations. Offerors shall focus their presentations on how they would design a solution to the provided scenario using the Bizagi suite and Microsoft SQL Server. Offerors shall address their proposed solutions to each step in the Bizagi Studio development process. A working process application is *not required*; however, Offerors are encouraged to make extensive use of screen shots from the Bizagi suite to illustrate their solutions.

4.11 Duration of Proposal

Proposals submitted in response to this RFP are irrevocable for the latest of the following: 120 calendar days following the Proposal due date and time, best and final offers if requested (see **Section 6.5.2**), or the date any protest concerning this RFP is finally resolved. This period may be extended at the Procurement Officer's request only with the Offeror's written agreement.

4.12 Revisions to the RFP

- 4.12.1 If the RFP is revised before the due date for Proposals, the Commission shall post any addenda to the RFP on eMM and shall endeavor to provide such addenda to all prospective Offerors that were sent this RFP or are otherwise known by the Procurement Officer to have obtained this RFP. It remains the responsibility of all prospective Offerors to check eMM for any addenda issued prior to the submission of Proposals.
- 4.12.2 Acknowledgment of the receipt of all addenda to this RFP issued before the Proposal due date shall be included in the Transmittal Letter accompanying the Offeror's Technical Proposal.
- 4.12.3 Addenda made after the due date for Proposals will be sent only to those Offerors that remain under award consideration as of the issuance date of the addenda.
- 4.12.4 Acknowledgement of the receipt of addenda to the RFP issued after the Proposal due date shall be in the manner specified in the addendum notice.
- 4.12.5 Failure to acknowledge receipt of an addendum does not relieve the Offeror from complying with the terms, additions, deletions, or corrections set forth in the addendum, and may cause the Proposal to be deemed not reasonably susceptible of being selected for award.

4.13 Cancellations

- 4.13.1 The State reserves the right to cancel this RFP, accept or reject any and all Proposals, in whole or in part, received in response to this RFP, waive or permit the cure of minor irregularities, and conduct discussions with all qualified or potentially qualified Offerors in any manner necessary to serve the best interests of the State.
- 4.13.2 The State reserves the right, in its sole discretion, to award a Contract based upon the written Proposals received without discussions or negotiations.
- 4.13.3 In the event a government entity proposes and receives the recommendation for award, the procurement may be cancelled and the award processed in accordance with COMAR 21.01.03.01.A(4).

4.14 Incurred Expenses

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

4.15 Protest/Disputes

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

4.16 Offeror Responsibilities

- 4.16.1 Offerors must be able to provide all goods and services and meet all of the requirements requested in this solicitation and the successful Offeror shall be responsible for Contract performance including any subcontractor participation.
- 4.16.2 All subcontractors shall be identified and a complete description of their role relative to the Proposal shall be included in the Offeror's Proposal. If applicable, subcontractors utilized in meeting the established MBE or VSBE participation goal(s) for this solicitation shall be identified as provided in the appropriate Attachment(s) to this RFP (see **Section 4.26** Minority Participation Goal and **Section 4.27** VSBE Goal).
- 4.16.3 If an Offeror is the subsidiary of another entity, all information submitted by the Offeror, including but not limited to references, financial reports, or experience and documentation (e.g. insurance policies, bonds, letters of credit) used to meet minimum qualifications, if any, shall pertain exclusively to the Offeror, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Offeror's Proposal shall contain an explicit statement, signed by an authorized representative of the parent organization, stating that the parent organization will guarantee the performance of the subsidiary.
- 4.16.4 A parental guarantee of the performance of the Offeror under this section will not automatically result in crediting the Offeror with the experience and/or qualifications of the parent under any evaluation criteria pertaining to the actual Offeror's experience and qualifications. Instead, the Offeror will be evaluated on the extent to which the State determines that the experience and qualifications of the parent are applicable to and shared with the Offeror, any stated intent by the parent to be directly involved in the performance of the Contract, and the value of the parent's participation as determined by the State.

4.17 Acceptance of Terms and Conditions

By submitting a Proposal in response to this RFP, an Offeror, if selected for award, shall be deemed to have accepted the terms and conditions of this RFP and the Contract, attached hereto as **Attachment M**. Any exceptions to this RFP or the Contract shall be clearly identified in the Executive Summary of the Technical Proposal. **All exceptions will be taken into consideration when evaluating an Offeror's Proposal. The Commission reserves the right to accept or reject any exceptions.**

4.18 Proposal Affidavit

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

4.19 Contract Affidavit

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

Section B of this Affidavit (Certification of Registration or Qualification with the State Department of Assessments and Taxation), a business entity that is organized outside of the State of Maryland is considered a “foreign” business.

4.20 Compliance with Laws/Arrearages

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

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

4.21 Verification of Registration and Tax Payment

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

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

4.22 False Statements

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

- 4.22.1 In connection with a procurement contract a person may not willfully:
 - A. Falsify, conceal, or suppress a material fact by any scheme or device.
 - B. Make a false or fraudulent statement or representation of a material fact.
 - C. Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.

- 4.22.2 A person may not aid or conspire with another person to commit an act under **Section 4.22.1**.
- 4.22.3 A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding five (5) years or both.

4.23 Payments by Electronic Funds Transfer

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

- 4.23.1 Agrees to accept payments by electronic funds transfer (EFT) unless the State Comptroller's Office grants an exemption. Payment by EFT is mandatory for contracts exceeding \$200,000. The successful Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form.
- 4.23.2 Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form, must include the business identification information as stated on the form, and must include the reason for the exemption. The COT/GAD X-10 form may be downloaded from the Comptroller's website at:
http://comptroller.marylandtaxes.com/Vendor_Services/Accounting_Information/State_Files/GADX10Form20150615.pdf

4.24 Prompt Payment Policy

This procurement and the Contract(s) to be awarded pursuant to this solicitation are subject to the Prompt Payment Policy Directive issued by the Governor's Office of Small, Minority & Women Business Affairs (GOSBA) and dated August 1, 2008. Promulgated pursuant to Annotated Code of Maryland, State Finance and Procurement Article, Section 11-201, 13-205(a), and Title 14, Subtitle 3, and COMAR 21.01.01.03 and 21.11.03.01, the Directive seeks to ensure the prompt payment of all subcontractors on non-construction procurement contracts. The Contractor shall comply with the prompt payment requirements outlined in the Contract, Section 31 "Prompt Pay Requirements" (see **Attachment M**), should an MBE goal apply to this RFP. Additional information is available on GOSBA's website at:
<http://www.gomdsmallbiz.maryland.gov/documents/legislation/promptpaymentfaqs.pdf>

4.25 Electronic Procurements Authorized

- 4.25.1 Under COMAR 21.03.05, unless otherwise prohibited by law, the Commission may conduct procurement transactions by electronic means, including the solicitation, proposing, award, execution, and administration of a contract, as provided in Annotated Code of Maryland, Maryland Uniform Electronic Transactions Act, Commercial Law Article, Title 21.
- 4.25.2 Participation in the solicitation process on a procurement contract for which electronic means has been authorized shall constitute consent by the Offeror to conduct by electronic means all elements of the procurement of that Contract which are specifically authorized under the solicitation or Contract. In the case of electronic transactions authorized by this RFP, electronic records and signatures by an authorized representative satisfy a requirement for written submission and signatures.
- 4.25.3 “Electronic means” refers to exchanges or communications using electronic, digital, magnetic, wireless, optical, electromagnetic, or other means of electronically conducting transactions. Electronic means includes e-mail, internet-based communications, electronic funds transfer, specific electronic bidding platforms (e.g., <https://emaryland.buyspeed.com/bs/>), and electronic data interchange.
- 4.25.4 In addition to specific electronic transactions specifically authorized in other sections of this solicitation (e.g., RFP **Section 4.23** describing payments by Electronic Funds Transfer), the following transactions are authorized to be conducted by electronic means on the terms as authorized in COMAR 21.03.05:
- A. The Procurement Officer may conduct the procurement using eMM, or e-mail to issue:
1. The RFP,
 2. Any amendments and requests for best and final offers,
 3. Pre-Proposal conference documents,
 4. Questions and responses,
 5. Communications regarding the solicitation or Proposal to any Offeror or potential offeror,
 6. Notices of award selection or non-selection, and
 7. The Procurement Officer’s decision on any Proposal protest or Contract claim.
- B. An Offeror or potential Offeror may use e-mail to:
1. Submit proposals,
 2. Ask questions regarding the solicitation,
 3. Reply to any material received from the Procurement Officer by electronic means that includes a Procurement Officer’s request or direction to reply by e-mail or facsimile, but only on the terms specifically approved and directed by the Procurement Officer, and

4. Submit a "No Proposal Response" to the RFP.
- C. The Procurement Officer, the Contract Manager, and the Contractor may conduct day-to-day Contract administration, except as outlined in **Section 4.25.5**, using e-mail or other electronic means if authorized by the Procurement Officer or Contract Manager.
- 4.25.5 The following transactions related to this procurement and any Contract awarded pursuant to it are not authorized to be conducted by electronic means:
 - A. Filing of protests,
 - B. Filing of Contract claims,
 - C. Submission of documents determined by the Commission to require original signatures (e.g., Contract execution, Contract modifications), or
 - D. Any transaction, submission, or communication where the Procurement Officer has specifically directed that a response from the Contractor or Offeror be provided in writing or hard copy.
- 4.25.6 Any e-mail transmission is only authorized to the e-mail addresses for the identified person as provided in the solicitation, the Contract, or as directed by the Procurement Officer or Contract Manager.

4.26 MBE Participation Goal

There is no MBE subcontractor participation goal for this procurement.

4.27 VSBE Goal

There is no VSBE participation goal for this procurement.

4.28 Living Wage Requirements

- 4.28.1 Maryland law requires that contractors meeting certain conditions pay a living wage to covered employees on State service contracts over \$100,000. Maryland Code Ann., State Finance and Procurement Article, Section 18–101 et al. The Commissioner of Labor and Industry at the Department of Labor, Licensing and Regulation requires that a contractor subject to the Living Wage law submit payroll records for covered employees and a signed statement indicating that it paid a living wage to covered employees; or receive a waiver from Living Wage reporting requirements. See COMAR 21.11.10.05.
- 4.28.2 If subject to the Living Wage law, Contractor agrees that it will abide by all Living Wage law requirements, including but not limited to reporting requirements in COMAR 21.11.10.05. Contractor understands that failure of Contractor to provide such documents is a material breach of the terms and conditions and may result in Contract termination, disqualification by the State from participating in State contracts, and other sanctions. Information pertaining to reporting obligations may be found by going to the Maryland Department of Labor, Licensing and Regulation (DLLR) website <http://www.dllr.state.md.us/labor/prev/livingwage.shtml>.
- 4.28.3 Additional information regarding the State’s living wage requirement is contained in Attachment F. Offerors must complete and submit the Maryland Living Wage Requirements Affidavit of Agreement (**Attachment F–1**) with their Proposals. If an Offeror fails to complete and submit the required documentation, the State may determine the Offeror to not be responsible under State law.
- 4.28.4 Contractors and subcontractors subject to the Living Wage Law shall pay each covered employee at least the minimum amount set by law for the applicable Tier area. The specific living wage rate is determined by whether a majority of services take place in a Tier 1 Area or a Tier 2 Area of the State. The specific Living Wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. If the Contractor provides more than 50% of the services from an out-of-State location, the State agency determines the wage tier based on where the majority of the service recipients are located. See COMAR 21.11.10.07.
- 4.28.5 The Offeror shall identify in the Proposal the location from which services will be provided.
- 4.28.6 NOTE: Whereas the Living Wage may change annually, the Contract price will not change because of a Living Wage change.

4.29 Federal Funding Acknowledgement

This Contract does not contain federal funds.

4.30 Conflict of Interest Affidavit and Disclosure

- 4.30.1 Offerors shall complete and sign the Conflict of Interest Affidavit and Disclosure (**Attachment H**) and submit it with their Proposals. All Offerors are advised that if a Contract is awarded as a result of this solicitation, the Contractor's personnel who perform or control work under this Contract and each of the participating subcontractor personnel who perform or control work under this Contract shall be required to complete agreements substantially similar to **Attachment H**.
- 4.30.2 Additionally, Contractors have an ongoing obligation to ensure that any necessary Contractor Personnel or subcontractor personnel have completed such agreements prior to providing services under the Contract OR individual Work Orders issued under the Contract. For policies and procedures applying specifically to Conflict of Interests, the Contract is governed by COMAR 21.05.08.08.
- 4.30.3 Participation in Drafting of Specifications: Disqualifying Event: Offerors are advised that Md. Code Ann. State Finance and Procurement Article §13-212.1(a) provides generally that "an individual who assists an executive unit in the drafting of specifications, an invitation for bids, a request for proposals for a procurement, or the selection or award made in response to an invitation for bids or a request for proposals, or a person that employs the individual, may not: (1) submit a bid or proposal for that procurement; or (2) assist or represent another person, directly or indirectly, who is submitting a bid or proposal for that procurement." Any Offeror submitting a Proposal in violation of this provision shall be classified as "not responsible." See COMAR 21.05.03.03.
- 4.30.4 By submitting a Conflict of Interest Affidavit and Disclosure, the Contractor shall be construed as certifying all Personnel and subcontractors are also without a conflict of interest as defined in COMAR 21.05.08.08A.

4.31 Non-Disclosure Agreement

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

4.32 HIPAA-Business Associate Agreement

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

4.33 Nonvisual Access

- 4.33.1 By submitting a Proposal in response to this RFP, an Offeror, if selected for award: Warrants that any Information Technology offered under the Proposal will meet the Non-visual Access Clause noted in COMAR 21.05.08.05 and described in detail below. The Non-visual Access Clause referenced in this solicitation is the basis for the standards that have been incorporated into the Maryland regulations, which can be found at: doit.maryland.gov/policies/Pages/nva.aspx. Note that the State's Non-visual Access Clause has distinct requirements not found in the federal Section 508 clauses.
- 4.33.2 The Contractor warrants that the Information Technology to be provided under the Contract:
- A. Provides equivalent access for effective use by both visual and non-visual means;
 - B. Will present information, including prompts used for interactive communications, in formats intended for both visual and non-visual use;
 - C. If intended for use in a network, can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired; and
 - D. Is available, whenever possible, without modification for compatibility with Software and hardware for non-visual access.
- 4.33.3 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. The Maryland IT Nonvisual Access standards can be found at: doit.maryland.gov/policies/Pages/nva.aspx.

4.34 Mercury and Products That Contain Mercury

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

4.35 Location of the Performance of Services Disclosure

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

Services under this Contract must be performed in the United States

4.36 Department of Human Services (DHS) Hiring Agreement

This solicitation does not require a DHS Hiring Agreement.

4.37 Small Business Reserve (SBR) Procurement

This solicitation is not designated as a Small Business Reserve (SBR) Procurement.

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5 Proposal Format

5.1 Two Part Submission

Offerors shall submit Proposals in separate volumes:

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

5.2 Proposal Packaging and Delivery

- 5.2.1 Proposals delivered by facsimile shall not be considered.
- 5.2.2 Provide no pricing information in the Technical Proposal. Provide no pricing information on the media submitted in the Technical Proposal.
- 5.2.3 Offerors shall submit Proposals by electronic means as described.
 - A. Electronic means e–mail to the Procurement Officer address listed on the Key Information Summary Sheet.
 - B. Those Offerors wishing to deliver a hard-copy (paper) Proposal shall contact the Procurement Officer for instructions.
- 5.2.4 E–mail submissions
 - A. All Proposal e–mails shall be sent with password protection for all attachments (See **Section 5.2.4.C** below).
 - B. The Procurement Officer will not accept submissions after the date and exact time stated in the Key Information Summary Sheet. **The date and time of submission is determined by the date and time of arrival in the Procurement Officer’s e–mail box.** Time stamps on outgoing email from Contractors shall not be accepted. Requests for extension of this date or time will not be granted. Except as provided in COMAR 21.05.03.02F, Proposals received by the Procurement Officer after the due date will not be considered.
 - C. The State has established the following procedure to restrict access to Proposals received electronically: all Technical and Financial Proposals must be password protected, and the password for the Technical Proposal must be different from the password for the Financial Proposal. Offerors will provide these two passwords to WCC upon request or their Proposal will be deemed not susceptible for award. Subsequent submissions of Proposal content will not be allowed.
 - D. The Procurement Officer will only contact those Offerors with Proposals that are reasonably susceptible for award.
 - E. Proposals submitted via e–mail must not exceed 50MB. If a submission exceeds this size, split the submission into two or more parts and include the appropriate part number in the subject (e.g., part 1 of 2) after the subject line information below.
 - F. The e–mail submission subject line shall state the RFP WCCB8400012 and either “Technical” or “Financial.”

5.2.5 Two Part Submission:

A. Technical Proposal consisting of:

1. Technical Proposal and all supporting material in Microsoft Word format, version 2007 or greater,
2. the Technical Proposal in searchable Portable Document Format (PDF) version 1.5 or greater,
3. a second searchable PDF copy of the Technical Proposal, redacted in accordance with confidential and/or proprietary information removed (see **Section 4.8**), and

B. Financial Proposal consisting of:

1. Financial Proposal and all supporting material in Excel format version 2007 or greater,
2. the Financial Proposal in searchable PDF format,
3. a second searchable PDF copy of the Financial Proposal, with confidential and proprietary information removed (see **Section 4.8**)

5.3 Volume I–Technical Proposal

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

5.3.1 In addition to the instructions below, responses in the Offeror’s Technical Proposal shall reference the organization and numbering of Sections in the RFP (e.g., “Section 2.2.1 Response . . . ; “Section 2.2.2 Response . . . ,”). All pages of both Proposal volumes shall be consecutively numbered from beginning (Page 1) to end (Page “x”).

5.3.2 The Technical Proposal shall include the following documents and information in the order specified as follows. Each Section of the Technical Proposal shall be separated by a TAB as detailed below:

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

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

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

Any information which is claimed to be confidential and/or proprietary information should be identified by page and Section number and placed after the Title Page and before the Table of Contents in the Technical Proposal and if applicable, separately in the Financial Proposal. The entire Proposal cannot be given a blanket confidentiality designation—any confidentiality designation must apply to specific Sections, pages, or portions of pages of the Proposal and an explanation for each claim shall be included.

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

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

D. Executive Summary (Submit under TAB C)

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

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

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

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

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

The Offeror shall submit any Minimum Qualifications documentation, to include dates of services provided, name of the client(s), client(s) point-of-contact email and phone number, and description of the project(s) undertaken that may be required, as set forth in RFP **Section 1**.

F. Offeror Technical Response to RFP Requirements (Submit under TAB E)

1. The Offeror shall address each RFP requirement (RFP **Section 2** and **Section 3**) in its Technical Proposal with a cross reference to the requirement and describe how its proposed goods and services, including the goods and services of any proposed subcontractor(s), will meet or exceed the requirement(s). If the State is seeking Offeror agreement to any requirement(s), the Offeror shall state its agreement or disagreement. Any paragraph in the Technical Proposal that responds to an RFP requirement shall include an explanation of how the work will be performed. The response shall address each requirement in **Section 2** and **Section 3** in order, and shall contain a cross reference to the requirement.
2. Any exception to a requirement, term, or condition may result in having the Proposal classified as not reasonably susceptible of being selected for award or the Offeror deemed not responsible.
3. Non-Compete Clause Prohibition:

- i. The Commission seeks to maximize the retention of personnel working under this Contract whenever there is a transition of the Contract from one contractor to another so as to minimize disruption due to a change in contractor and maximize the maintenance of institutional knowledge accumulated by such personnel. To help achieve this objective of staff retention, each Offeror shall agree that if awarded the Contract, the Offeror's employees and agents filling the positions set forth in the staffing requirements of **Section 2.3.2** working on the State contract shall be free to work for the contractor awarded the State contract notwithstanding any non-compete clauses to which the employee(s) may be subject. The Offeror agrees not to enforce any non-compete restrictions against the State with regard to these employees and agents if a different vendor succeeds it in the performance of the Contract. To evidence compliance with this non-compete clause prohibition, each Offeror must include an affirmative statement in its technical proposal that the Offeror, if awarded a Contract, agrees that its employees and agents shall not be restricted from working with or for any successor contractor that is awarded the State business.

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

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

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

The Offeror shall describe in detail how the proposed staff's experience and qualifications relate to their specific responsibilities, including any staff of proposed subcontractor(s). The Offeror shall include individual resumes for Key Personnel, including Key Personnel for any proposed subcontractor(s), who are to be assigned to the project if the Offeror is awarded the Contract. Each resume should include the amount of experience the individual has had relative to the Scope of Work set forth in this solicitation.

Letters of intended commitment to work on the project, including letters from any proposed subcontractor(s), shall be included in this **Section**. **Offerors, please be aware of restrictions on substitution of Key Personnel prior to RFP award** (see Substitution Prior to and Within 30 Calendar Days after Contract Execution in **Section 3.11.5**).

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

H. Offeror Qualifications and Capabilities (Submit under TAB G)

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

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

I. References (Submit under TAB H)

At least three (3) and not more than five (5) US-performance-based references are requested from customers who are capable of documenting the Offeror's ability to provide the goods and services specified in this RFP. References used to meet any Minimum Qualifications (see RFP **Section 1**) may be used to meet this request. Each reference shall be from a client for whom the Offeror has provided goods and services within the past five (5) years and shall include the following information:

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

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

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

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

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

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

K. Financial Capability (Submit under TAB J)

THIS SECTION IS NOT APPLICABLE TO THIS RFP.

L. Certificate of Insurance (Submit under TAB K)

The Offeror shall provide a copy of its current certificate of insurance showing the types and limits of insurance in effect as of the Proposal submission date. The current insurance types and limits do not have to be the same as described in **Section 3.6**. See **Section 3.6** for the required insurance certificate submission for the apparent awardee.

M. Subcontractors (Submit under TAB L)

The Offeror shall provide a complete list of all subcontractors that will work on the Contract if the Offeror receives an award, including those utilized in meeting the MBE and/or VSBE subcontracting goal, if applicable. This list shall include a full description of the duties each subcontractor will perform and why/how each subcontractor was deemed the most qualified for this project. If applicable, subcontractors utilized in meeting the established MBE or VSBE participation goal(s) for this solicitation shall be identified as provided in the appropriate attachment(s) of this RFP.

N. Legal Action Summary (Submit under TAB M)

THIS SECTION IS NOT APPLICABLE TO THIS RFP.

O. Technical Proposal–Required Forms and Certifications (Submit under TAB N)

1. All forms required for the Technical Proposal are identified in Table 1 of **Section 7**–RFP Attachments and Appendices. Unless directed otherwise by instructions within an individual form, complete, sign, and include all required forms in the Technical Proposal, under TAB N.
2. Offerors shall furnish any and all agreements the Offeror expects the State to sign or to be subject to in connection with or in order to use the Offeror's services under this Contract This includes physical copies of all agreements referenced and incorporated in primary documents, including but not limited to any software licensing agreement for any software proposed to be licensed to the State under this Contract (e.g., EU-LA, Enterprise License Agreements, Professional Service agreement, Master Agreement) and any AUP.
3. For each service, hardware or software proposed as furnished by a third–party entity, Offeror must identify the third–party provider and provide a letter of authorization or such other documentation demonstrating the authorization for such services. In the case of an open source license, authorization for the open source shall demonstrate compliance with the open source license.

4. Any Letter of Authorization shall be on letterhead or through the provider's e-mail. Further, each Letter of Authorization shall be less than twelve (12) months old and must provide the following information:
 - i. Third-party POC name and alternate for verification
 - ii. Third-party POC mailing address
 - iii. Third-party POC telephone number
 - iv. Third-party POC email address
 - v. If available, a Re-Seller Identifier

5.4 Volume II–Financial Proposal

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

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6 Evaluation and Selection Process

6.1 Evaluation Committee

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

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

6.2 Technical Proposal Evaluation Criteria

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

6.2.1 Offeror's Technical Response to Requirements (See RFP **Section 2.4**)

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

6.2.2 Experience and Qualifications of Proposed Staff (See RFP **Section 2.3**)

6.2.3 Offeror Qualifications and Capabilities, including proposed subcontractors (See RFP **Section 3.10 and Section 5.3**)

6.3 Financial Proposal Evaluation Criteria

All Qualified Offerors (see **Section 6.5.2.D**) will be ranked from the lowest (most advantageous) to the highest (least advantageous) price based on the Total Proposal Price within the stated guidelines set forth in this RFP and as submitted on **Attachment B**–Financial Proposal Form.

6.4 Reciprocal Preference

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

- A. The Maryland resident business is a responsible Offeror;
- B. The most advantageous offer is from a responsible Offeror whose headquarters, principal base of operations, or principal site that will primarily provide the goods and services required under this RFP is in another state.

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

6.5 Selection Procedures

6.5.1 General

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

6.5.2 Selection Process Sequence

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

will be evaluated and ranked separately from the Technical evaluation. After a review of the Financial Proposals of Qualified Offerors, the Evaluation Committee or Procurement Officer may again conduct discussions to further evaluate the Offeror's entire Proposal.

- E. When in the best interest of the State, the Procurement Officer may permit Qualified Offerors to revise their initial Proposals and submit, in writing, Best and Final Offers (BAFOs). The State may make an award without issuing a request for a BAFO. **Offerors may only perform limited substitutions of proposed personnel as allowed in Section 3.11 (Substitution of Personnel)**

6.5.3 Award Determination

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

6.6 Documents Required upon Notice of Recommendation for Contract Award

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

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7 RFP Attachments and Appendices

7.1 Instructions Page

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

For documents required as part of the proposal:

- For e-mail submissions, submit one (1) copy of each with signatures.

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

For documents required after award, submit three (3) copies of each document within the appropriate number of days after notification of recommended award, as listed in Table 1 below in the “When to Submit” column.

Table 1: RFP ATTACHMENTS AND APPENDICES

Applies?	When to Submit	Label	Attachment Name
Y	Before Proposal	A	Pre-Proposal Conference Response Form
Y	With Proposal	B	Financial Proposal Instructions and Form
Y	With Proposal	C	Proposal Affidavit
N	n/a	D	MBE Forms D-1B, D-1C, D-2, D-3A, D-3B Important: Attachment D-1C, if a waiver has been requested, is also required within 10 days of recommended award.
N	n/a	D	MBE Forms D-4A, D-4B, D-5
N	n/a	E	Veteran-Owned Small Business Enterprise (VSBE) Form E-1
N	n/a	E	VSBE Forms E-1B, E-2, E-3 Important: Attachment E-1B, if a waiver has been requested, is also required within 10 days of recommended award.
Y	With Proposal	F	Maryland Living Wage Requirements for Service Contracts and Affidavit of Agreement
N	With Proposal	G	Federal Funds Attachments
Y	With Proposal	H	Conflict of Interest Affidavit and Disclosure
Y	5 Business Days after recommended award	I	Non-Disclosure Agreement (Contractor)
N	5 Business Days after	J	HIPAA Business Associate Agreement

	recommended award – However, suggested with Proposal		
N	With Proposal	K	Mercury Affidavit
Y	With Proposal	L	Location of the Performance of Services Disclosure
Y	5 Business Days after recommended award	M	Contract
Y	5 Business Days after recommended award	N	Contract Affidavit
Appendices			
Applies?	When to Submit	Label	Attachment Name
Y	n/a	1	Abbreviations and Definitions
Y	With Proposal	2	Offeror Information Sheet
Y	n/a	3	Labor Categories
Y	With Proposal	4	Labor Classification Personnel Resume Summary
Additional Submissions			
Applies?	When to Submit	Label	Attachment Name
Y	5 Business Days after recommended award	N/A	Evidence of meeting insurance requirements (see Section 3.6); 1 copy
Y	10 Business Days after recommended award	N/A	PEP; 1 copy
Y	With deliverables	N/A	Deliverable Product Acceptance Form (DPAF) (see online at doit.maryland.gov/contracts/Documents/_procurementForms/DeliverableProductAcceptanceForm-DPAFsample.pdf)

Attachment A. Pre-Proposal Conference Response Form

Solicitation Number WCCB8400012

WCC Enterprise Modernization Staff Augmentation

A Pre-proposal conference will be held at 10:00 AM Local Time on Wednesday, January 24, 2018, at the Workers' Compensation Commission, 3rd Floor Multipurpose Room, 10 East Baltimore Street, Baltimore, MD 21202

Please return this form by Monday, January 22, 2018, advising whether or not you plan to attend. The completed form should be returned via e-mail or fax to the Procurement Officer at the contact information below:

Christel Surdokas
WCC
E-mail: csurdokas@wcc.state.md.us
Fax #: 410-864-5251

Please indicate:

- _____ Yes, the following representatives will be in attendance.
Attendees (No more than two (2) attendees per prospective Offeror allowed):
1.
2.
- _____ No, we will not be in attendance.

Please specify whether any reasonable accommodations are requested (see RFP **Section 4.1** "Pre-proposal conference"):

Offeror: _____
Offeror Name (please print or type)

By: _____
Signature/Seal

Printed Name: _____
Printed Name

Title: _____
Title

Date: _____
Date

Directions to the Pre-Proposal Conference

WCC is located at 10 East Baltimore Street, Baltimore, MD, 21202, opposite the Hotel Monaco (across Charles Street) and World Relief (across Baltimore Street), and diagonally from the Charles Street Metro Station and former Mechanic Theater location. Please note that on-street parking is limited, and generally not available before 9:00 am. Public parking facilities are available in the immediate area. WCC does not reimburse or validate parking.

Attachment B. Financial Proposal Instructions & Form

B-1 Financial Proposal Instructions

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

The Financial Proposal Form is used to calculate the Offeror's TOTAL PROPOSAL PRICE. Follow these instructions carefully when completing your Financial Proposal Form:

- A. All Unit and Extended Prices must be clearly entered in dollars and cents, e.g., \$24.15. Make your decimal points clear and distinct.
- B. All Unit Prices must be the actual price per unit the State will pay for the specific item or service identified in this RFP and may not be contingent on any other factor or condition in any manner.
- C. All calculations shall be rounded to the nearest cent, i.e., .344 shall be .34 and .345 shall be .35.
- D. Any goods or services required through this RFP and proposed by the vendor at **No Cost to the State** must be clearly entered in the Unit Price, if appropriate, and Extended Price with **\$0.00**.
- E. Every blank in every Financial Proposal Form shall be filled in. Any changes or corrections made to the Financial Proposal Form by the Offeror prior to submission shall be initialed and dated.
- F. Except as instructed on the Financial Proposal Form, nothing shall be entered on or attached to the Financial Proposal Form that alters or proposes conditions or contingencies on the prices. Alterations and/or conditions may render the Proposal not reasonably susceptible of being selected for award.
- G. It is imperative that the prices included on the Financial Proposal Form have been entered correctly and calculated accurately by the Offeror and that the respective total prices agree with the entries on the Financial Proposal Form. Any incorrect entries or inaccurate calculations by the Offeror will be treated as provided in COMAR 21.05.03.03, and may cause the Proposal to be rejected.
- H. If option years are included, Offerors must submit pricing for each option year. Any option to renew will be exercised at the sole discretion of the State and comply with all terms and conditions in force at the time the option is exercised. If exercised, the option period shall be for a period identified in the RFP at the prices entered in the Financial Proposal Form.

- I. All Financial Proposal prices entered below are to be fully loaded prices that include all costs/expenses associated with the provision of services as required by the RFP. The Financial Proposal price shall include, but is not limited to, all: labor, profit/overhead, general operating, administrative, and all other expenses and costs necessary to perform the work set forth in the solicitation. No other amounts will be paid to the Contractor. If labor rates are requested, those amounts shall be fully-loaded rates; no overtime amounts will be paid.
- J. Unless indicated elsewhere in the RFP, sample amounts used for calculations on the Financial Proposal Form are typically estimates for evaluation purposes only. Unless stated otherwise in the RFP, the Commission does not guarantee a minimum or maximum number of units or usage in the performance of this Contract.
- K. Failure to adhere to any of these instructions may result in the Proposal being determined not reasonably susceptible of being selected for award.

B-2 Financial Proposal Form

The Financial Proposal Form shall contain all price information in the format specified on these pages. Complete the Financial Proposal Form only as provided in the Financial Proposal Instructions. Do not amend, alter or leave blank any items on the Financial Proposal Form. If option years are included, Offerors must submit pricing for each option year. Failure to adhere to any of these instructions may result in the Proposal being determined not reasonably susceptible of being selected for award.

See separate Excel Financial Proposal Form labeled **LaborRates-WCCB8400012.xls**.

Attachment C. Proposal Affidavit

A. AUTHORITY

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

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned Offeror hereby certifies and agrees that the following information is correct: In preparing its Proposal on this project, the Offeror has considered all Proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in “discrimination” as defined in Section 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, sexual identity, 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 Proposal submitted by the Offeror on this project, and terminate any contract awarded based on the Proposal. As part of its Proposal, the Offeror herewith submits a list of all instances within the past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the Offeror discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Offeror agrees to comply in all respects with the State’s Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES.

The undersigned Offeror hereby certifies and agrees that it has fully complied with the State Minority Business Enterprise Law, State Finance and Procurement Article, **Section 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 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 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 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 Proposal submitted by the Offeror on this project, and terminate any contract awarded based on the Proposal.

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

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

- (1) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;
- (2) Knowingly and with intent to defraud, fraudulently represent participation of a veteran-owned small business enterprise in order to obtain or retain a Proposal preference or a procurement contract;
- (3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (4) Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (5) Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.13; or
- (6) Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of Section B-2(1)-(5) of this regulation.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, Section 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. Section 1961 et seq., or the Mail Fraud Act, 18 U.S.C. Section 1341 et seq., for acts in connection with the submission of Bids/Proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, Section 14–308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of Section 11–205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1) — (5) above;
- (7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of Bids/Proposals for a public or private contract;
- (8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract;
- (9) Been convicted of a violation of one or more of the following provisions of the Internal Revenue Code:
 - (a) Section 7201, Attempt to Evade or Defeat Tax;
 - (b) Section 7203, Willful Failure to File Return, Supply Information, or Pay Tax,

- (c) Section 7205, Fraudulent Withholding Exemption Certificate or Failure to Supply Information;
 - (d) Section 7206, Fraud and False Statements, or
 - (e) Section 7207 Fraudulent Returns, Statements, or Other Documents;
- (10) Been convicted of a violation of 18 U.S.C. Section 286 Conspiracy to Defraud the Government with Respect to Claims, 18 U.S.C. Section 287, False, Fictitious, or Fraudulent Claims, or 18 U.S.C. Section 371, Conspiracy to Defraud the United States;
- (11) Been convicted of a violation of the Tax-General Article, Title 13, Subtitle 7 or Subtitle 10, Annotated Code of Maryland;
- (12) Been found to have willfully or knowingly violated State Prevailing Wage Laws as provided in the State Finance and Procurement Article, Title 17, Subtitle 2, Annotated Code of Maryland, if:
- (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
 - (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure act; and
 - (ii) Not overturned on judicial review;
- (13) Been found to have willfully or knowingly violated State Living Wage Laws as provided in the State Finance and Procurement Article, Title 18, Annotated Code of Maryland, if:
- (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
 - (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure act; and
 - (ii) Not overturned on judicial review;
- (14) Been found to have willfully or knowingly violated the Labor and Employment Article, Title 3, Subtitles 3, 4, or 5, or Title 5, Annotated Code of Maryland, if:
- (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
 - (b) The finding was:

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

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

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

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

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

G. SUBCONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

- (1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying Proposal that is being submitted; or
- (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the Proposal price of the 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 Proposal is submitted.

I. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT:

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

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

K. CERTIFICATION REGARDING INVESTMENTS IN IRAN

- (1) The undersigned certifies that, in accordance with State Finance and Procurement Article, Section 17-705, Annotated Code of Maryland:
 - (a) It is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in State Finance and Procurement Article, Section 17-702, Annotated Code of Maryland; and
 - (b) It is not engaging in investment activities in Iran as described in State Finance and Procurement Article, Section 17-702, Annotated Code of Maryland.

- (2) The undersigned is unable to make the above certification regarding its investment activities in Iran due to the following activities:
-
-

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

I FURTHER AFFIRM THAT:

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

M. NON-ISRAEL BOYCOTT (Reference Executive Order 01.01.2017.25)

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, in the solicitation, selection, or commercial treatment of any subcontractor, vendor, or supplier, refuses to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity on the basis of Israeli national origin, or residence or incorporation in Israel and its territories. The bidder also has not retaliated against any person or entity for reporting such refusal, termination, or commercially limiting actions. Without limiting any other provision of the solicitation for bids for this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid.

N. I FURTHER AFFIRM THAT:

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

O. ACKNOWLEDGEMENT

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

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

By: _____
Signature of Authorized Representative and Affiant

Printed Name: _____
Printed Name of Authorized Representative and Affiant

Title: _____
Title

Date: _____
Date

Attachment D. Minority Business Enterprise (MBE) Forms

This solicitation does not include a Minority Business Enterprise (MBE) subcontractor participation goal.

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

This solicitation does not include a Veteran–Owned Small Business Enterprise goal.

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

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

Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.

- F. The Commissioner shall adjust the wage rates by the annual average increase or decrease, if any, in the Consumer Price Index for all urban consumers for the Washington/Baltimore metropolitan area, or any successor index, for the previous calendar year, not later than 90 days after the start of each fiscal year. The Commissioner shall publish any adjustments to the wage rates on the Division of Labor and Industry's website. An employer subject to the Living Wage Law must comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.
- G. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer's share of the health insurance premium, as provided in Annotated Code of Maryland, State Finance and Procurement Article, Section 18-103(c), shall not lower an employee's wage rate below the minimum wage as set in Annotated Code of Maryland, Labor and Employment Article, Section 3-413. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer's share of health insurance premium shall comply with any record reporting requirements established by the Commissioner.
- H. A Contractor/subcontractor may reduce the wage rates paid under Annotated Code of Maryland, State Finance and Procurement Article, Section 18-103(a), by no more than 50 cents of the hourly cost of the employer's contribution to an employee's deferred compensation plan. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer's contribution to an employee's deferred compensation plan shall not lower the employee's wage rate below the minimum wage as set in Annotated Code of Maryland, Labor and Employment Article, Section 3-413.
- I. Under Annotated Code of Maryland, State Finance and Procurement Article, Title 18, if the Commissioner determines that the Contractor/subcontractor violated a provision of this title or regulations of the Commissioner, the Contractor/subcontractor shall pay restitution to each affected employee, and the State may assess liquidated damages of \$20 per day for each employee paid less than the Living Wage.
- J. Information pertaining to reporting obligations may be found by going to the Division of Labor and Industry website <https://www.dllr.state.md.us/labor/prev/livingwage.shtml> and clicking on Living Wage for State Service Contracts.

F-1 Maryland Living Wage Requirements Affidavit of Agreement

Contract No. WCCB8400012

Name of Contractor:

Address:

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):

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

If the Contract Is a Living Wage Contract

- A. The Undersigned, being an authorized representative of the above-named Contractor, hereby affirms its commitment to comply with Title 18, State Finance and Procurement Article, Annotated Code of Maryland and, if required, submit all payroll reports to the Commissioner of Labor and Industry with regard to the above stated contract. The 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 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 Offeror affirms it has no covered employees for the following reasons: (check all that apply):
 - The employee(s) proposed to work on the contract will spend less than one-half of the employee's time during any work week on the contract
 - The employee(s) proposed to work on the contract is 17 years of age or younger during the duration of the contract; or
 - The employee(s) proposed to work on the contract will work less than 13 consecutive weeks on the State contract.

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

Name of Authorized Representative:

Signature of Authorized Representative: _____

Date: _____

Title:

Witness Name (Typed or Printed) _____

Witness Signature: _____ Date: _____

SUBMIT THIS AFFIDAVIT WITH PROPOSAL

Attachment G. Federal Funds Attachments

This solicitation does not include a Federal Funds Attachment.

Attachment H. Conflict of Interest Affidavit and Disclosure

Reference COMAR 21.05.08.08

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 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 Proposal is made.

C. The Offeror warrants that, except as disclosed in Section 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 Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the 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 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)

SUBMIT THIS AFFIDAVIT WITH Bid/PROPOSAL

Attachment I. Non-Disclosure Agreement (Contractor)

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made by and between the State of Maryland (the “State”), acting by and through (Workers’ Compensation Commission) (the Commission), and _____ (the “Contractor”).

RECITALS

WHEREAS, the Contractor has been awarded a contract (the “Contract”) following the solicitation for WCC Enterprise Modernization Staff Augmentation Solicitation # WCCB8400012; and

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

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

1. Regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such, “Confidential Information” means (1) any and all information provided by or made available by the State to the Contractor in connection with the Contract and (2) any and all personally identifiable information (PII) (including but not limited to personal information as defined in Annotated Code of Maryland, General Provisions Section 4-101(h)) and protected health information (PHI) that is provided by a person or entity to the Contractor in connection with this Contract. Confidential Information includes, by way of example only, information that the Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the Contract.
2. The Contractor shall not, without the State’s prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information except for the sole and exclusive purpose of performing under the Contract. The Contractor shall limit access to the Confidential Information to the Contractor’s Personnel who have a demonstrable need to know such Confidential Information in order to perform under the Contract and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of the Contractor’s Personnel are attached hereto and made a part hereof as **Attachment I-2**. Contractor shall update **Attachment I-2** by adding additional names (whether Contractor’s Personnel or a subcontractor’s personnel) as needed, from time to time.
3. If the Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the Contractor’s performance of the Contract or will otherwise have a role in performing any aspect of the Contract, the Contractor shall first obtain the written consent of the State to any such dissemination. The State may

- grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion.
4. The Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, adopt or establish operating procedures and physical security measures, and take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and to prevent all or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.
 5. The Contractor shall promptly advise the State in writing if it learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of the Contractor's Personnel or the Contractor's former Personnel. Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).
 6. The Contractor shall, at its own expense, return to the Commission all Confidential Information in its care, custody, control or possession upon request of the Commission or on termination of the Contract.
 7. A breach of this Agreement by the Contractor or the Contractor's Personnel shall constitute a breach of the Contract between the Contractor and the State.
 8. Contractor acknowledges that any failure by the Contractor or the Contractor's Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The Contractor consents to personal jurisdiction in the Maryland State Courts. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and seek damages from the Contractor and the Contractor's Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the Contractor or any of the Contractor's Personnel to comply with the requirements of this Agreement, the Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and costs.
 9. Contractor and each of the Contractor's Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement, in no event less restrictive than as set forth in this Agreement, and the Contractor shall provide originals of such executed Agreements to the State.
 10. The parties further agree that:
 - a. This Agreement shall be governed by the laws of the State of Maryland;
 - b. The rights and obligations of the Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;

- c. The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
- d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
- e. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures;
- f. The Recitals are not merely prefatory but are an integral part hereof; and
- g. The effective date of this Agreement shall be the same as the effective date of the Contract entered into by the parties.

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

Contractor:	_____	WCC	_____
By:	_____	By:	_____
(seal)	_____		_____
Printed Name:	_____	Printed Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

I-3 NON-DISCLOSURE AGREEMENT

**CERTIFICATION TO ACCOMPANY RETURN OR DELETION OF CONFIDENTIAL
INFORMATION**

I AFFIRM THAT:

To the best of my knowledge, information, and belief, and upon due inquiry, I hereby certify that: (i) all Confidential Information which is the subject matter of that certain Non-Disclosure Agreement by and between the State of Maryland and _____ (“Contractor”) dated _____, 20____ (“Agreement”) is attached hereto and is hereby returned to the State in accordance with the terms and conditions of the Agreement; and (ii) I am legally authorized to bind the Contractor to this affirmation. Any and all Confidential Information that was stored electronically by me has been permanently deleted from all of my systems or electronic storage devices where such Confidential Information may have been stored.

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

DATE: _____

NAME OF CONTRACTOR: _____

BY: _____
(Signature)

TITLE: _____
(Authorized Representative and Affiant)

Attachment J. HIPAA Business Associate Agreement

This solicitation does not require a HIPAA Business Associate Agreement.

Attachment K. Mercury Affidavit

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

Attachment L. Location of the Performance of Services Disclosure

(submit with Proposal)

Pursuant to Annotated Code of Maryland, State Finance and Procurement Article, Section 12-111, and in conjunction with the Proposal submitted in response to Solicitation No. WCCB8400012, the following disclosures are hereby made:

1. At the time of Proposal submission, the Offeror and/or its proposed subcontractors:

- ___ have plans
- ___ have no plans

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

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

a. Location(s) services will be performed:

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

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

Date: _____

Offeror Name:

By: _____

Name:

Title:

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

Attachment M. Contract

Workers' Compensation Commission (WCC)
"WCC Enterprise Modernization Staff Augmentation"
WCCB8400012

THIS CONTRACT (the "Contract") is made this ____ day of _____, 20__ by and between _____ (the "Contractor") and the STATE OF MARYLAND, acting through the MARYLAND Workers' Compensation Commission ("WCC" or the Commission).

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

1. Definitions

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

- 1.1 "COMAR" means Code of Maryland Regulations.
- 1.2 "Contractor" means the entity first named above whose principal business address is (Contractor's primary address) and whose principal office in Maryland is (Contractor's local address), whose Federal Employer Identification Number or Social Security Number is (Contractor's FEIN), and whose eMaryland Marketplace vendor ID number is (eMM Number).
- 1.3 "Financial Proposal" means the Contractor's Financial Proposal dated _____ (Financial Proposal date), as modified by any Best and Final Offer thereto.
- 1.4 Minority Business Enterprise (MBE)—Any legal entity certified as defined at COMAR 21.01.02.01B (54) which is certified by the Maryland Department of Transportation under COMAR 21.11.03.
- 1.5 "RFP" means the Request for Proposals for WCC Enterprise Modernization Staff Augmentation , Solicitation # WCCB8400012, and any amendments, addenda, and attachments thereto issued in writing by the State.
- 1.6 "State" means the State of Maryland.
- 1.7 "Technical Proposal" means the Contractor's Technical Proposal dated. _____ (Technical Proposal date), as modified and supplemented by the Contractor's responses to requests clarifications and requests for cure, and by any Best and Final Offer.
- 1.8 "Veteran-owned Small Business Enterprise" (VSBE) means A business that is verified by the Center for Verification and Evaluation (CVE) of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13.
- 1.9 Capitalized terms not defined herein shall be ascribed the meaning given to them in the RFP.

2. Scope of Contract

2.1 The Contractor shall perform in accordance with this Contract and Exhibits A–D, which are listed below and incorporated herein by reference. If there is any conflict between this Contract and the Exhibits, the terms of the Contract shall control. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision:

Exhibit A–The RFP

Exhibit B–The Contract Affidavit, executed by the Contractor and dated (date of Attachment C)

Exhibit C–The Technical Proposal

Exhibit D–The Financial Proposal

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

2.3 Without limiting the rights of the Procurement Officer under Section 2.2 above, the Contract may be modified by mutual agreement of the parties, provided: (a) the modification is made in writing; (b) all parties sign the modification; and (c) all approvals by the required agencies as described in COMAR Title 21, are obtained.

3. Period of Performance

3.1 The term of this Contract begins on the date the Contract is signed by the Commission following any required prior approvals, including approval by the Board of Public Works, if such approval is required (the “Effective Date”), and shall continue until _____ (“Initial Term”).

3.2 In its sole discretion, the Commission shall have the unilateral right to extend the Contract for two (2) successive one (1) year renewal options (each a “Renewal Term”) at the prices established in the Contract. “Term” means the Initial Term and any Renewal Term(s).

3.3 The Contractor’s performance under the Contract shall commence as of the date provided in a written NTP.

- 3.4 The Contractor's obligation to pay invoices to subcontractors providing products/services in connection with this Contract, as well as the audit; confidentiality; document retention; patents, copyrights & intellectual property; warranty; indemnification obligations; and limitations of liability under this Contract; and any other obligations specifically identified, shall survive expiration or termination of the Contract.

4. Consideration and Payment

- 4.1 In consideration of the satisfactory performance of the work set forth in this Contract, the Commission shall pay the Contractor in accordance with the terms of this Contract and at the prices quoted in the Financial Proposal. Unless properly modified (see above Section 2.3), payment to the Contractor pursuant to this Contract, including the Initial Term and any Renewal Term, shall not exceed the Contracted amount.

For time and materials Contracts, IDIQ Contracts, or Contracts which include either or both a time and materials or IDIQ element(s), total payments to the Contractor pursuant to this Contract for the time and materials and IDIQ portion(s) may not exceed \$ _____ (the "NTE Amount"), which includes \$ _____ for the Initial Term and \$ _____ for the Renewal Term(s).

Contractor shall notify the Contract Manager, in writing, at least sixty (60) days before payments reach the NTE Amount. After notification by the Contractor, if the State fails to increase the Contract amount, the Contractor shall have no obligation to perform under this Contract after payments reach the stated amount; provided, however, that, prior to the stated amount being reached, the Contractor shall: (a) promptly consult and work in good faith with the Commission to establish a plan of action to assure that every reasonable effort is undertaken by the Contractor to complete State-defined critical work in progress prior to the date the NTE Amount will be reached; and (b) when applicable secure databases, systems, platforms, and/or applications on which the Contractor is working in an industry standard manner so as to prevent damage or vulnerabilities to any of the same due to the existence of any such unfinished work.

- 4.2 Unless a payment is unauthorized, deferred, delayed, or set-off under COMAR 21.02.07, payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the Commission's receipt of a proper invoice from the Contractor as required by RFP Section 3.3.

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

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

The State is not liable for interest:

- (1) Accruing more than one year after the 31st day after the agency receives the proper invoice; or

- (2) On any amount representing unpaid interest. Charges for late payment of invoices are authorized only as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable.

Final payment under this Contract will not be made until after certification is received from the Comptroller of the State that all taxes have been paid.

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

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

5. Rights to Records

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

5.5 Upon termination or expiration of the Contract, the Contractor, at its own expense, shall deliver any equipment, software or other property provided by the State to the place designated by the Procurement Officer.

6. Exclusive Use

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

6.2 Except as may otherwise be set forth in this Contract, Contractor shall not use, sell, sub-lease, assign, give, or otherwise transfer to any third party any other information or material provided to Contractor by the Commission or developed by Contractor relating to the Contract, except as provided for in **Section 8. Confidential or Proprietary Information and Documentation.**

7. Patents, Copyrights, and Intellectual Property

7.1. All copyrights, patents, trademarks, trade secrets, and any other intellectual property rights existing prior to the Effective Date of this Contract shall belong to the party that owned such rights immediately prior to the Effective Date (“Pre-Existing Intellectual Property”). If any design, device, material, process, or other item provided by Contractor is covered by a patent or copyright or which is proprietary to or a trade secret of another, the Contractor shall obtain the necessary permission or license to permit the State to use such item or items pursuant to its rights granted under the Contract.

7.2 Except for (1) information created or otherwise owned by the Commission or licensed by the Commission from third parties, including all information provided by the Commission to Contractor; (2) materials created by Contractor or its subcontractor(s) specifically for the State under the Contract (“Deliverables”), except for any Contractor Pre-Existing Intellectual Property included therein; and (3) the license rights granted to the State, all right, title, and interest in the intellectual property embodied in the solution, including the know-how and methods by which the solution is provided and the processes that make up the solution, will belong solely and exclusively to Contractor and its licensors, and the Commission will have no rights to the same except as expressly granted in this Contract. Any SaaS Software developed by Contractor during the performance of the Contract will belong solely and exclusively to Contractor and its licensors. For all Software provided by the Contractor under the Contract, Contractor hereby grants to the State a nonexclusive, irrevocable, unlimited, perpetual, non-cancelable, and non-terminable right to use and make copies of the Software and any modifications to the Software. For all Contractor Pre-Existing Intellectual Property embedded in any Deliverables, Contractor grants to the State a license to use such Contractor Pre-Existing Intellectual Property in connection with its permitted use of such Deliverable. During the period between delivery of a Deliverable by Contractor and the date of payment therefor by the State in accordance with this Contract (including throughout the duration of any payment dispute discussions), subject to the terms and conditions contained herein, Contractor grants the State a royal-

- ty-free, non-exclusive, limited license to use such Deliverable and to use any Contractor Materials contained therein in accordance with this Contract.
- 7.3. Subject to the terms of Section 10, Contractor shall defend, indemnify and hold harmless the State and its agents and employees, from and against any and all claims, costs, losses, damages, liabilities, judgments and expenses (including without limitation reasonable attorneys' fees) arising out of or in connection with any third party claim that the Contractor-provided products/services infringe, misappropriate or otherwise violate any third party intellectual property rights. Contractor shall not enter into any settlement involving third party claims that contains any admission of or stipulation to any guilt, fault, liability or wrongdoing by the State or that adversely affects the State's rights or interests, without the State's prior written consent.
- 7.4. Without limiting Contractor's obligations under Section 5.3, if an infringement claim occurs, or if the State or the Contractor believes such a claim is likely to occur, Contractor (after consultation with the State and at no cost to the State): (a) shall procure for the State the right to continue using the allegedly infringing component or service in accordance with its rights under this Contract; or (b) replace or modify the allegedly infringing component or service so that it becomes non-infringing and remains compliant with all applicable specifications.
- 7.5. Except as otherwise provided herein, Contractor shall not acquire any right, title or interest (including any intellectual property rights subsisting therein) in or to any goods, Software, technical information, specifications, drawings, records, documentation, data or any other materials (including any derivative works thereof) provided by the State to the Contractor. Notwithstanding anything to the contrary herein, the State may, in its sole and absolute discretion, grant the Contractor a license to such materials, subject to the terms of a separate writing executed by the Contractor and an authorized representative of the State as well as all required State approvals.
- 7.6. Without limiting the generality of the foregoing, neither Contractor nor any of its subcontractors shall use any Software or technology in a manner that will cause any patents, copyrights or other intellectual property which are owned or controlled by the State or any of its affiliates (or for which the State or any of its subcontractors has received license rights) to become subject to any encumbrance or terms and conditions of any third party or open source license (including, without limitation, any open source license listed on <http://www.opensource.org/licenses/alphabetical>) (each an "Open Source License"). These restrictions, limitations, exclusions and conditions shall apply even if the State or any of its subcontractors becomes aware of or fails to act in a manner to address any violation or failure to comply therewith. No act by the State or any of its subcontractors that is undertaken under this Contract as to any Software or technology shall be construed as intending to cause any patents, copyrights or other intellectual property that are owned or controlled by the State (or for which the State has received license rights) to become subject to any encumbrance or terms and conditions of any open source license.
- 7.7. The Contractor shall report to the Commission, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all Deliverables delivered under this Contract.

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

8. Confidential or Proprietary Information and Documentation

- 8.1 Subject to the Maryland Public Information Act and any other applicable laws including, without limitation, HIPAA, the HI-TECH Act, and the Maryland Medical Records Act and the implementation of regulations promulgated pursuant thereto, all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Contractor's computer systems and/or cloud infrastructure, if applicable) shall be held in confidence by the other party. Each party shall, however, be permitted to disclose, as provided by and consistent with applicable law, relevant confidential information to its officers, agents, and employees to the extent that such disclosure is necessary for the performance of their duties under this Contract. Each officer, employee and/or subcontractor to whom any of the Commission's confidential information is to be disclosed shall be advised by Contractor of and bound by confidentiality and intellectual property terms substantially equivalent to those of this Contract.
- 8.2 The provisions of this Section shall not apply to information that: (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of this Contract; (c) was already rightfully in the possession of such party; (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information; or (e) which such party is required to disclose by law.

9. Loss of Data

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

10. Indemnification and Notification of Legal Requests

- 10.1. At its sole cost and expense, Contractor shall (i) indemnify and hold the State, its employees and agents harmless from and against any and all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to attorneys' fees and costs), whether or not involving a third party claim, which

arise out of or relate to the Contractor's, or any of its subcontractors', performance of this Contract and (ii) cooperate, assist, and consult with the State in the defense or investigation of any such claim, demand, action or suit. Contractor shall not enter into any settlement involving third party claims that contains any admission of or stipulation to any guilt, fault, liability or wrongdoing by the State or that adversely affects the State's rights or interests, without the State's prior written consent.

- 10.2. The State has no obligation: (i) to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim or action of any character is brought against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations or performance under this Contract, or (ii) to pay any judgment or settlement of any such suit, claim or action. Notwithstanding the foregoing, the Contractor shall promptly notify the Procurement Officer of any such claims, demands, actions, or suits.
- 10.3. Notification of Legal Requests. In the event the Contractor receives a subpoena or other validly issued administrative or judicial process, or any discovery request in connection with any litigation, requesting State Pre-Existing Intellectual Property, of other information considered to be the property of the State, including but not limited to State data stored with or otherwise accessible by the Contractor, the Contractor shall not respond to such subpoena, process or other legal request without first notifying the State, unless prohibited by law from providing such notice. The Contractor shall promptly notify the State of such receipt providing the State with a reasonable opportunity to intervene in the proceeding before the time that Contractor is required to comply with such subpoena, other process or discovery request. .

11. Non-Hiring of Employees

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

12. Disputes

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

13. Maryland Law Prevails

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

14. Nondiscrimination in Employment

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, sexual orientation, gender identification, marital status, national origin, ancestry, genetic information, or any otherwise unlawful use of characteristics, or disability of a qualified individual with a disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or the individual's refusal to submit to a genetic test or make available the results of a genetic test; (b) to include a provision similar to that contained in subsection (a), above, in any underlying subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

15. Contingent Fee Prohibition

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

16. Non-Availability of Funding

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

17. Termination for Default

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

18. Termination for Convenience

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

19. Delays and Extensions of Time

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

20. Suspension of Work

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

21. Pre-Existing Regulations

In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, the regulations set forth in Title 21 of the Code of

Maryland Regulations (COMAR 21) in effect on the date of execution of this Contract are applicable to this Contract.

22. Financial Disclosure

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

23. Political Contribution Disclosure

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

http://www.elections.state.md.us/campaign_finance/index.html.

24. Retention of Records

24.1 The Contractor and subcontractors shall retain and maintain all records and documents in any way relating to this Contract for (i) three (3) years after final payment by the State hereunder, or (ii) any applicable federal or State retention requirements (such as HIPAA) or condition of award, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, as designated by the Procurement Officer, at all reasonable times. The Contractor shall provide copies of all documents requested by the State, including, but not limited to itemized billing documentation containing the dates, hours spent and work performed by the Contractor and its subcontractors under the Contract. All records related in any way to the Contract are to be retained for the entire time provided under this section.

24.2 This provision shall survive expiration of this Contract.

25. Right to Audit

25.1 The State reserves the right, at its sole discretion and at any time, to perform an audit of the Contractor's performance under this Contract. An audit is defined as a planned and documented independent activity performed by qualified personnel, including but not

limited to State and federal auditors, to determine by investigation, examination, or evaluation of objective evidence from data, statements, records, operations and performance practices (financial or otherwise) the Contractor's compliance with the Contract, including but not limited to adequacy and compliance with established procedures and internal controls over the services performed pursuant to the Contract.

- 25.2 Upon three (3) Business Days' notice, the State shall be provided reasonable access to Contractor's records to perform any such audits. The Commission may conduct these audits with any or all of its own internal resources or by securing the services of a third party accounting or audit firm, solely at the Commission's election. The Commission may copy any record related to the services performed pursuant to the Contract. The Contractor agrees to fully cooperate and assist in any audit conducted by or on behalf of the State, including, by way of example only, making records and employees available as, where, and to the extent requested by the State and by assisting the auditors in reconciling any audit variances. Contractor shall not be compensated for providing any such cooperation and assistance.
- 25.3 The right to audit shall include any of the Contractor's subcontractors including but not limited to any lower tier subcontractor(s). The Contractor and/or subcontractor(s) shall ensure the Commission has the right to audit such subcontractor(s).

26. Compliance with Laws

The Contractor hereby represents and warrants that:

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

27. Cost and Price Certification

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

28. Subcontracting; Assignment

The Contractor may not subcontract any of its obligations under this Contract without obtaining the prior written approval of the Procurement Officer, nor may the Contractor assign

this Contract or any of its rights or obligations hereunder, without the prior written approval of the Procurement Officer, each at the State's sole and absolute discretion; provided, however, that a Contractor may assign monies receivable under a contract after written notice to the State. Any subcontracts shall include such language as may be required in various clauses contained within this Contract, exhibits, and attachments. The Contract shall not be assigned until all approvals, documents, and affidavits are completed and properly registered. The State shall not be responsible for fulfillment of the Contractor's obligations to its subcontractors.

29. Limitations of Liability

- 29.1 Contractor shall be liable for any loss or damage to the State occasioned by the acts or omissions of Contractor, its subcontractors, agents or employees as follows:
- (a) For infringement of patents, trademarks, trade secrets and copyrights as provided in Section 5 "Patents, Copyrights, Intellectual Property" of this Contract;
 - (b). Without limitation for damages for bodily injury (including death) and damage to real property and tangible personal property; and
 - (c) For all other claims, damages, loss, costs, expenses, suits or actions in any way related to this Contract and regardless of the basis on which the claim is made, Contractor's liability shall not exceed two (2) times the total value of the Contract or \$1,000,000, whichever is greater. Third party claims arising under Section 6 ("Indemnification") of this Contract are included in this limitation of liability only if the State is immune from liability. Contractor's liability for third party claims arising under Section 6 of this Contract shall be unlimited if the State is not immune from liability for claims arising under Section 6. The above limitation of liability is per incident.
 - (d) In no event shall the existence of a subcontract operate to release or reduce the liability of Contractor hereunder. For purposes of this Contract, Contractor agrees that all subcontractors shall be held to be agents of Contractor.
- 29.2 Contractor's indemnification obligations for Third party claims arising under Section 6 ("Indemnification") of this Contract are included in this limitation of liability only if the State is immune from liability. Contractor's indemnification liability for third party claims arising under Section 6 of this Contract shall be unlimited if the State is not immune from liability for claims arising under Section 6.
- 29.3. In no event shall the existence of a subcontract operate to release or reduce the liability of Contractor hereunder. For purposes of this Contract, Contractor agrees that it is responsible for performance of the services and compliance with the relevant obligations hereunder by its subcontractors.

30. Commercial Nondiscrimination

- 30.1 As a condition of entering into this Contract, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, Contractor may not discriminate on the basis of race,

color, religion, ancestry, national origin, sex, age, marital status, sexual orientation, sexual identity, genetic information or an individual's refusal to submit to a genetic test or make available the results of a genetic test or on the basis of disability, or otherwise unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

- 30.3 As a condition of entering into this Contract, upon the request of the Commission on Civil Rights, and only after the filing of a complaint against Contractor under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended from time to time, Contractor agrees to provide within 60 days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past four (4) years on any of its contracts that were undertaken within the State of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, and to provide any documents relevant to any investigation that are requested by the State. Contractor understands that violation of this clause is a material breach of this Contract and may result in Contract termination, disqualification by the State from participating in State contracts, and other sanctions.
- 3.4 The Contractor shall include the language from 30.1, or similar clause approved in writing by the Commission, in all subcontracts.

31. Prompt Pay Requirements

- 31.1 If the Contractor withholds payment of an undisputed amount to its subcontractor, the Commission, at its option and in its sole discretion, may take one or more of the following actions:
- (a) Not process further payments to the Contractor until payment to the subcontractor is verified;
 - (b) Suspend all or some of the Contract work without affecting the completion date(s) for the Contract work;
 - (c) Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due to the Contractor;
 - (d) Place a payment for an undisputed amount in an interest-bearing escrow account; or
 - (e) Take other or further actions as appropriate to resolve the withheld payment.

- 31.2 An “undisputed amount” means an amount owed by the Contractor to a subcontractor for which there is no good faith dispute. Such “undisputed amounts” include, without limitation: (a) retainage which had been withheld and is, by the terms of the agreement between the Contractor and subcontractor, due to be distributed to the subcontractor; and (b) an amount withheld because of issues arising out of an agreement or occurrence unrelated to the agreement under which the amount is withheld.
- 31.3 An act, failure to act, or decision of a Procurement Officer or a representative of the Commission concerning a withheld payment between the Contractor and a subcontractor under this Section 31, may not:
- (a) Affect the rights of the contracting parties under any other provision of law;
 - (b) Be used as evidence on the merits of a dispute between the Commission and the Contractor in any other proceeding; or
 - (c) Result in liability against or prejudice the rights of the Commission.
- 31.4 The remedies enumerated above are in addition to those provided under COMAR 21.11.03.13 with respect to subcontractors that have contracted pursuant to the MBE program.
- 31.5 To ensure compliance with certified MBE subcontract participation goals, the Commission may, consistent with COMAR 21.11.03.13, take the following measures:
- (a) Verify that the certified MBEs listed in the MBE participation schedule actually are performing work and receiving compensation as set forth in the MBE participation schedule. This verification may include, as appropriate:
 - i. Inspecting any relevant records of the Contractor;
 - ii. Inspecting the jobsite; and
 - iii. Interviewing subcontractors and workers.Verification shall include a review of the:
 - i. The Contractor’s monthly report listing unpaid invoices over thirty (30) days old from certified MBE subcontractors and the reason for non-payment; and
 - ii. The monthly report of each certified MBE subcontractor, which lists payments received from the Contractor in the preceding thirty (30) days and invoices for which the subcontractor has not been paid.
 - (b) If the Commission determines that the Contractor is not in compliance with certified MBE participation goals, then the Commission will notify the Contractor in writing of its findings, and will require the Contractor to take appropriate corrective action. Corrective action may include, but is not limited to, requiring the Contractor to compensate the MBE for work performed as set forth in the MBE participation schedule.
 - (c) If the Commission determines that the Contractor is in material noncompliance with MBE Contract provisions and refuses or fails to take the corrective action that the Commission requires, then the Commission may:

- i. Terminate the Contract;
 - ii. Refer the matter to the Office of the Attorney General for appropriate action; or
 - iii. Initiate any other specific remedy identified by the Contract, including the contractual remedies required by any applicable laws, regulations, and directives regarding the payment of undisputed amounts.
- (d) Upon completion of the Contract, but before final payment or release of retainage or both, the Contractor shall submit a final report, in affidavit form under the penalty of perjury, of all payments made to, or withheld from, MBE subcontractors.

32. Living Wage

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

33. Use of Estimated Quantities

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

34. Risk of Loss; Transfer of Title

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

35. Effect of Contractor Bankruptcy

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

36. Miscellaneous

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

37. Contract Manager and Procurement Officer

- 37.1 The State representative for this Contract who is primarily responsible for Contract administration functions, including issuing written direction, invoice approval, monitoring this Contract to ensure compliance with the terms and conditions of the Contract, monitoring MBE and VSBE compliance, and achieving completion of the Contract on budget, on time, and within scope. The Contract Manager may authorize in writing one or more State representatives to act on behalf of the Contract Manager in the performance of the Contract Manager's responsibilities. The Commission may change the Contract Manager at any time by written notice to the Contractor.
- 37.2 The Procurement Officer has responsibilities as detailed in the Contract, and is the only State representative who can authorize changes to the Contract. The Commission may change the Procurement Officer at any time by written notice to the Contractor.

38. Notices

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

If to the State:

Joyce McNemar
Workers' Compensation Commission (WCC)
10 East Baltimore St, Baltimore, MD 21202
Phone Number: 410-864-5122
E-Mail: jmcnemar@wcc.state.md.us

With a copy to:

Christel Surdokas
Workers' Compensation Commission (WCC)
10 East Baltimore St, Baltimore, MD 21202

Phone Number: 410-864-5256
E-Mail: csurdokas@wcc.state.md.us

If to the Contractor:

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

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

HIPAA clauses do not apply to this Contract.

SIGNATURES ON NEXT PAGE

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

Contractor

State of Maryland
Workers' Compensation Commission
(WCC)

By:

By: R. Karl Aumann, Chairman

Or designee:

Date

PARENT COMPANY (GUARANTOR) (if applicable)

By:

By:

Date

Date

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

Assistant Attorney General

APPROVED BY BPW: _____

(Date) (BPW Item #)

Attachment N. Contract Affidavit

A. AUTHORITY

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

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

I FURTHER AFFIRM THAT:

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

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

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

Name and Department ID Number: _____

Address: _____

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

Name and Department ID Number: _____

Address: _____

C. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

E. DRUG AND ALCOHOL FREE WORKPLACE

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

I CERTIFY THAT:

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

- (f) Establish drug and alcohol abuse awareness programs to inform its employees about:
 - (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 Section E(2)(b), above;
- (h) Notify its employees in the statement required by Section 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 Section E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;
- (j) Within 30 days after receiving notice under Section 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 Section E(2)(a)—(j), above.
- (3) If the business is an individual, the individual shall certify and agree as set forth in Section 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;
 - (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 Proposal Affidavit dated _____, 201____, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

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

Date: _____

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

_____ (signature of Authorized Representative and Affiant)

Attachment O. DHS Hiring Agreement

This solicitation does not require a DHS Hiring Agreement.

Appendix 1. Abbreviations and Definitions

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

- A. Application Program Interface (API)—Code that allows two software programs to communicate with each other
- B. Access—The ability or the means necessary to read, write, modify, or communicate data/information or otherwise use any information system resource
- C. Business Day(s)—The official working days of the week to include Monday through Friday. Official working days excluding State Holidays (see definition of “Normal State Business Hours” below).
- D. COMAR—Code of Maryland Regulations available on–line at <http://www.dsd.state.md.us/COMAR/ComarHome.html>.
- E. Contract—The Contract awarded to the successful Offeror pursuant to this RFP. The Contract will be in the form of Attachment M.
- F. Contract Manager—The State representative for this Contract who is primarily responsible for Contract administration functions, including issuing written direction, invoice approval, monitoring this Contract to ensure compliance with the terms and conditions of the Contract, monitoring MBE and VSBE compliance, and achieving completion of the Contract on budget, on time, and within scope. The Contract Manager may authorize in writing one or more State representatives to act on behalf of the Contract Manager in the performance of the Contract Manager’s responsibilities. The Commission may change the Contract Manager at any time by written notice to the Contractor.
- G. Contractor—The selected Offeror that is awarded a Contract by the State.
- H. Contractor Personnel—Employees and agents and subcontractor employees and agents performing work at the direction of the Contractor under the terms of the Contract awarded from this RFP.
- I. Data Breach—The unauthorized acquisition, use, modification or disclosure of State data, or other Sensitive Data
- J. EM—Enterprise Modernization
- K. eMM—eMaryland Marketplace (see **RFP Section 4.2**).
- L. Epic—Collection of two or more Sprints.
- M. Git—The open source distributed revision control system created by Linus Torvalds for tracking changes in computer files and coordinating work on those files among multiple people
- N. Information System—A discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

- O. Information Technology (IT)—All electronic information—processing hardware and software, including: (a) Maintenance; (b) Telecommunications; and (c) Associated consulting services
- P. Key Personnel—All Contractor Personnel identified in the solicitation as such that are essential to the work being performed under the Contract. See RFP **Section 3.10**.
- Q. Local Time—Time in the Eastern Time Zone as observed by the State of Maryland. Unless otherwise specified, all stated times shall be Local Time, even if not expressly designated as such.
- R. Minority Business Enterprise (MBE)—Any legal entity certified as defined at COMAR 21.01.02.01B (54) which is certified by the Maryland Department of Transportation under COMAR 21.11.03.
- S. Normal State Business Hours—Normal State business hours are 8:00 a.m.–5:00 p.m. Monday through Friday except State Holidays, which can be found at: www.dbm.maryland.gov—keyword: State Holidays.
- T. Notice to Proceed (NTP)—A written notice from the Procurement Officer that work under the Contract, project, Work Order or Work Order (as applicable) is to begin as of a specified date. The NTP Date is the start date of work under the Contract, project, Work Order or Work Order. Additional NTPs may be issued by either the Procurement Officer or the Contract Manager regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.
- U. NTP Date—The date specified in a NTP for work on Contract, project, Work Order or Work Order to begin.
- V. Offeror—An entity that submits a Proposal in response to this RFP.
- W. Personally Identifiable Information (PII)—Any information about an individual maintained by the State, including (1) any information that can be used to distinguish or trace an individual identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.
- X. Procurement Officer—Prior to the award of any Contract, the sole point of contact in the State for purposes of this solicitation. After Contract award, the Procurement Officer has responsibilities as detailed in the Contract (Attachment M), and is the only State representative who can authorize changes to the Contract. The Commission may change the Procurement Officer at any time by written notice to the Contractor.
- Y. Proposal—As appropriate, either or both of an Offeror’s Technical or Financial Proposal.
- Z. Protected Health Information (PHI)—Information that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (i) that identifies the individual; or (ii) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

- AA. Request for Proposals (RFP)—This Request for Proposals issued by the Workers’ Compensation Commission (Commission), with the Solicitation Number and date of issuance indicated in the Key Information Summary Sheet, including any amendments thereto.
- BB. Security Incident—A violation or imminent threat of violation of computer security policies, Security Measures, acceptable use policies, or standard security practices. “Imminent threat of violation” is a situation in which the organization has a factual basis for believing that a specific incident is about to occur.
- CC. Security or Security Measures—The technology, policy and procedures that a) protects and b) controls access to networks, systems, and data
- DD. Sensitive Data—Means PII, PHI, other proprietary or confidential data as defined by the State, including but not limited to “personal information” under Annotated Code of Maryland, Commercial Law Section 14–3501(d) and Annotated Code of Maryland, St. Govt. Section 10–1301(c) and information not subject to disclosure under the Public Information Act, Title 4 of the General Provisions Article; and information about an individual that (1) can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; (2) is linked or linkable to an individual, such as medical, educational, financial, and employment information.
- EE. Software—The object code version of computer programs licensed pursuant to this Contract. Embedded code, firmware, internal code, microcode, and any other term referring to software that is necessary for proper operation is included in this definition of Software. Software includes all prior, current, and future versions of the Software and all maintenance updates and error corrections. Software also includes any upgrades, updates, bug fixes or modified versions or backup copies of the Software licensed to the State by Contractor or an authorized distributor.
- FF. State—The State of Maryland.
- GG. Source Code—Executable instructions for Software in its high level, human readable form which are in turn interpreted, parsed and/or compiled to be executed as part of a computing system.
- HH. Sprint—Minimum unit of development in Agile development. In most cases, two weeks in duration, resulting in a usable product.
- II. System Documentation—Those materials necessary to wholly reproduce and fully operate the most current deployed version of the Solution in a manner equivalent to the original Solution including, **but not limited to**:
- 1) Source Code: this includes source code created by the Contractor or subcontractor(s) and source code that is leveraged or extended by the Contractor for use in the Contract.
 - 2) All associated rules, reports, forms, templates, scripts, data dictionaries and database functionality.
 - 3) All associated configuration file details needed to duplicate the run time environment as deployed in the current deployed version of the system.

- 4) All associated design details, flow charts, algorithms, processes, formulas, pseudo-code, procedures, instructions, help files, programmer's notes and other documentation.
 - 5) A complete list of Third Party, open source, or commercial software components and detailed configuration notes for each component necessary to reproduce the system (e.g., operating system, relational database, and rules engine software).
 - 6) All associated user instructions and/or training materials for business users and technical staff, including maintenance manuals, administrative guides and user how-to guides.
 - 7) Operating procedures
 - 8) All documentation specified under the State of Maryland SDLC as posted at <http://doit.maryland.gov/SDLC/Pages/templates-phases.aspx>.
 - 9) All documentation not previously listed but requested by the EM Project Manager or Contract Manager.
- JJ. Technical Safeguards—The technology and the policy and procedures for its use that protect State Data and control access to it.
- KK. Third Party Software—Software and supporting documentation that:
- 1) are owned by a third party, not by the State, the Contractor, or a subcontractor,
 - 2) are included in, or necessary or helpful to the operation, maintenance, support or modification of the Solution; and
 - 3) were specifically identified and listed as Third Party Software in the Proposal.
- LL. Total Proposal Price—The Offeror's total proposed price for services in response to this solicitation, included in the Financial Proposal with Attachment B—Financial Proposal Form, and used in the financial evaluation of Proposals (see RFP Section 5.4).
- MM. Version—One or more Epics. Considered a major release of multiple software functions in an Agile development project.
- NN. Veteran-owned Small Business Enterprise (VSBE)—A business that is verified by the Center for Verification and Evaluation (CVE) of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13.
- OO. Work Order—A subset of work authorized by the Contract Manager performed under the general scope of this RFP, which is defined in advance of Contractor fulfillment, and which may not require a Contract Modification. Except as otherwise provided, any reference to the Contract shall be deemed to include reference to a Work Order.
- PP. WCC—Workers' Compensation Commission or the Commission

Appendix 2. Offeror Information Sheet

Offeror	
Company Name	
Street Address	
City, State, Zip Code	
Contractor Federal Employer Identification Number (FEIN)	
Contractor eMM ID number	As of the date of Proposal submission, are you registered to do business with the state of Maryland?
SBE / MBE/ VSBE Certification	
SBE	Number: Expiration Date:
VSBE	Number: Expiration Date:
MBE	Number: Expiration Date: Categories to be applied to this solicitation (dual certified firms must choose only one category).
Offeror Primary Contact	
Name	
Title	
Office Telephone number (with area code)	
Cell Telephone number (with area code)	
e-mail address	
Authorized Offer Signatory	
Name	
Title	
Office Telephone number (with area code)	
Cell Telephone number (with area code)	
e-mail address	

Appendix 3. Labor Categories

A. Senior Bizagi Developer

Position Description: The Senior Bizagi Developer must be able to translate applications requirements into web-based solutions using the Bizagi Suite (Modeler, Studio, and Engine) with Microsoft SQL Server 2012 (or newer) and Microsoft .NET Framework (4.0 or newer). This individual must be able to apply new and emerging technologies to the software development process.

Education: This position requires a Bachelor's degree from an accredited United States college or university with a major in computer science, information systems, engineering, business, or a related discipline (or provide accreditation of a foreign college or university degree by a member of the National Association of Credential Evaluation Services (NACES)); or five (5) years of equivalent experience in a related field. (Note: A Master's degree is preferred.)

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

Specialized Experience: The proposed candidate must have at least five (5) years of experience developing web applications using the .NET Framework CLR (Common Language Runtime), HTML, scripting tools and libraries, and in developing software applications using low-code/no-code development suites.

1. At least five (5) years of experience developing enterprise-level applications with low-code/no code tools, of which at least three (3) must be experience using Bizagi Modeler, Bizagi Studio and Bizagi Engine.
2. At least (3) years of experience in implementing computer systems using an Agile approach
3. At least (3) years of experience in implementing computer systems using a Waterfall approach
4. At least five (5) years of experience in performing requirements analysis for a wide range of users in areas such as office automation, and finance and accounting.
5. At least three (3) years of experience preparing system designs for user approval at formal reviews.
6. At least three (3) years of experience performing configuration management, software integration, interpreting software test results, and recommending solutions for unsatisfactory test results.
7. At least seven (7) years of experience in life-cycle support, including maintenance, administration, and management. Must be able to provide solutions to identified software problem reports.

B. Bizagi Developer

Position Description: The Bizagi Developer must be able to translate applications requirements into web-based solutions using the Bizagi Suite (Modeler, Studio, and Engine) with Microsoft SQL Server 2012 (or newer) and Microsoft .NET Framework (4.0 or newer). This individual shall apply new and emerging technologies to the software development process.

Education: This position requires a Bachelor's degree from an accredited college or university with a major in computer science, information systems, engineering, business, or a related discipline (or provide accreditation of a foreign college or university degree by a member of the National Association of Credential Evaluation Services (NACES)); or three (3) years of equivalent experience in a related field.

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

Specialized Experience: The proposed candidate must have at least two (2) years of experience developing web applications using the .NET Framework CLR (Common Language Runtime), HTML, scripting tools and libraries, and in developing software applications using low-code/no-code development suites, as well as the following experience:

1. At least two (2) years of experience developing enterprise-level applications using Bizagi Modeler, Bizagi Studio and Bizagi Engine.
2. At least (2) years of experience in implementing computer systems using an Agile approach.
3. At least (2) years of experience in implementing computer systems using a Waterfall approach
4. At least two (2) years of experience in performing requirements analysis for a wide range of users in areas such as office automation, and finance and accounting.
5. At least two (2) years of experience preparing system designs for user approval at formal reviews.
6. At least three (3) years of experience performing configuration management, software integration, interpreting software test results, and recommending solutions for unsatisfactory test results.
7. At least five (5) years of experience in life-cycle support, including maintenance, administration, and management. Must be able to provide solutions to identified software problem reports.

C. Senior Microsoft SQL Server Database Developer/Architect

Position Description: Senior Microsoft SQL Server Database Developer/Architect manages major projects that involve providing professional support services and/or the integration, implementation, and transition of large, complex systems using Microsoft SQL Server 2012 (or newer).

Education: This position requires a Bachelor's degree from an accredited college or university in Engineering, Computer Science, Mathematics, or a related discipline, (or provide accreditation of a foreign college or university degree by a member of the National Association of Credential Evaluation Services (NACES)); or five (5) years of equivalent experience in a related field. (Note: A Master's degree is preferred.)

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

Specialized Experience: The proposed candidate must have at least six (6) years of experience in designing medium to large-scale sites, and management of at least five Microsoft SQL Server development and architecture projects, of which at least three (3) shall have been completed in Microsoft SQL Server 2012 or higher.

1. At least five (5) years of experience in relational database logical and physical modeling design and development for master data management, business intelligence and analytics, data quality best practices, encryption methods, extract transform and load (ETL) techniques, and administration for business critical applications using Microsoft SQL Server 2012 or newer, integrating a broad array of internal and external data sources and content, both structured and unstructured
2. At least five (5) years of experience providing highly technical expertise and support in the use of relational databases.
3. Evaluate and recommend available relational database products to support validated user requirements. Must be able to define datatypes, optimal normalization, referential integrity, triggers, partitioning design, indexing methods, and data security procedures for specific user applications.
4. Develop, implement, and maintain database availability, fault tolerance, back-up and recovery procedures for the processing environments, and ensure that data integrity, security, and recoverability are built into the relational database applications.
5. Ensuring that development efforts are well-planned and in compliance to standards

D. Configuration Manager

Position Description: The Configuration Manager is responsible for performing the following tasks:

1. Presenting system designs for user approval at formal reviews
2. Performing configuration management, software integration, interpreting software test results, and recommending solutions for unsatisfactory test results

3. Providing solutions to identified software problem reports

Education: This position requires a Bachelor’s degree from an accredited United States college or university with a major in computer science, information systems, engineering, business, or a related discipline (or provide accreditation of a foreign college or university degree by a member of the National Association of Credential Evaluation Services (NACES)); or five (5) years of equivalent experience in a related field. (Note: A Master’s degree is preferred.)

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

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

1. At least five (5) years of experience with Enterprise Hardware and Software Configuration Management fundamentals, in addition to experience with deployment or operations and maintenance to support production systems.
2. At least five (5) years of experience with application level support, migration, and deployment activities. Experience with Configuration Control Board (CCB)
3. At least five (5) years of experience designing and implementing cross-platform configuration management (CM) framework with hands-on experience with Microsoft Team Foundation Server using GIT, the open source distributed revision control system created by Linus Torvalds for tracking changes in computer files and coordinating work on those files among multiple people, for software development source code management with Microsoft Visual Studio in implementing version control and software configuration management (SCM) best practices
4. At least five (5) years of experience with configuration change control, status accounting and configuration audits, implementation of standards and processes to ensure that all CM procedures/designs are produced with proper integrity SCM best practice, performance, and quality.
5. Demonstrated product development life cycle knowledge in CM arena; e.g. release, packaging of application code, scripts/deliverables, documentation and version control.

E. Senior Information Engineer

Position Description: The Senior Information Engineer develops analytical and computational techniques and methodology for problem solutions. This position is responsible for performing the following tasks:

1. Performing process and data modeling in support of the planning and analysis efforts using manual and automated tools; such as Integrated Computer-Aided Software Engineering (I-CASE) tools.
2. Applying reverse engineering and reengineering disciplines to develop migration strategic and planning documents.
3. Providing technical guidance in software engineering techniques and automated support tools.
4. Applying business process improvement practices to modernization projects.
5. Applying, as appropriate, activity and data modeling transaction flow analysis; internal control and risk analysis; modern business methods; and performance measurement techniques.
6. Assisting in establishing standards for information systems procedures.
7. Developing and applies organization wide information models for use in designing and building integrated, shared software, and relational databases.

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

General Experience: The proposed candidate must have at least eight (8) years of experience in managing the implementation of information engineering projects and experience in systems analysis, design and software development using modern software engineering tools, integrated development environments (IDE) and application frameworks.

Specialized Experience: The proposed candidate must have at least five (5) years of experience in information systems development, functional and data requirement analysis, systems analysis and design, software development, information systems, and documentation preparation.

F. Senior Database Management Specialist

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

1. Evaluating and recommending available relational databases products to support validated user requirements
2. Defining file organization, indexing methods, and security procedures for specific user applications
3. Developing, implementing, and maintaining database back–up and recovery procedures for the processing environments
4. Ensuring data integrity, security, and recoverability are built into the relational databases applications

Education: This position requires a Bachelor's degree from an accredited United States college or university with a major in computer science, information systems, engineering, business, or a related discipline (or provide accreditation of a foreign college or university degree by a member of the National Association of Credential Evaluation Services (NACES)); or five (5) years of equivalent experience in a related field. (Note: A Master's degree is preferred.)

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

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

G. Quality Assurance Specialist

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

1. Maintaining the level of quality throughout the software life cycle
2. Developing software quality assurance plans
3. Maintaining and establishing a process for evaluating software and associated documentation
4. Participating in formal and informal reviews at predetermined points throughout the development life cycle to determine quality
5. Examining and evaluating the software quality assurance (SQA) process and recommending enhancements and modifications
6. Developing quality standards

Education: This position requires a Bachelor's degree from an accredited United States college or university with a major in computer science, information systems, engineering, business, or a related discipline (or provide accreditation of a foreign college or university degree by a member of the National Association of Credential Evaluation Services (NACES)); or five (5) years of equivalent experience in a related field

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

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

H. Testing Specialist

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

Education: This position requires a Bachelor’s degree from an accredited United States college or university with a major in computer science, information systems, engineering, business, or a related discipline (or provide accreditation of a foreign college or university degree by a member of the National Association of Credential Evaluation Services (NACES)); or five (5) years of equivalent experience in a related field. or three (3) years of equivalent experience in a related field. (Note: A Master’s degree is preferred.)

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

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

I. Senior Business Process Consultant

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

1. Communicating business requirements for reports and applications development
2. Facilitating collaboration within and across business units and across IT functions
3. Resolving problems and improving business units’ technical environments

Education: This position requires a Bachelor’s degree from an accredited United States college or university in Business, Human Resources Management or a related discipline (or provide accreditation of a foreign college or university degree by a member of the National Association of Credential Evaluation Services (NACES)). (Note: An MBA or MPA is preferred.)

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

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

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Appendix 4. Labor Classification Personnel Resume Summary

INSTRUCTIONS:

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

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

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

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**4-1A. Labor Classification Personnel Resume Summary
(Key Personnel Position 1: Senior Bizagi Developer)**

RFP # WCCB8400012

Key Personnel Position 1: Senior Bizagi Developer

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

Candidate Name:

Contractor: (offerorCompanyName)

Education / Training

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

Relevant Work Experience

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

[Organization] [Title / Role] [Period of Employment / Work] [Location] [Contact Person (Optional if current employer)]	Description of Work...
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[Organization] [Title / Role] [Period of Employment / Work] [Location] [Contact Person]	Description of Work...
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<add lines as needed>

Employment History

List employment history, starting with the most recent employment first

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

Personnel Resume Summary (Continued)

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

References

List persons the State may contact as employment references

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

Proposed Individual's Name/Company Name:	How does the proposed individual meet each requirement?
LABOR CATEGORY TITLE:	Senior Bizagi Developer
Requirement (See Section 2.3.2.A and Section 2.4)	Candidate Relevant Experience *
<p>Education: This position requires a Bachelor's degree from an accredited United States college or university with a major in computer science, information systems, engineering, business, or a related discipline (or provide accreditation of a foreign college or university degree by a member of the National Association of Credential Evaluation Services (NACES)); or five (5) years of equivalent experience in a related field. (Note: A Master's degree is preferred.)</p>	Education:
<p>General Experience: The proposed candidate must have at least five (5) years of computer experience in at least two of the following disciplines: system analysis, system programming, application programming, and/or equipment analysis.</p> <p>Specialized Experience: The proposed candidate must have at least five (5) years of experience developing web applications using the .NET Framework CLR (Common Language Runtime) , HTML, scripting tools and libraries, and in developing software applications using low-code/no-code development suites, as well as the following experience:</p> <ol style="list-style-type: none"> 1. At least five (5) years of experience developing enterprise-level applications with low-code/no code tools, of which at least three (3) must be experience using Bizagi Modeler, Bizagi Studio and Bizagi Engine. 2. At least (3) years of experience in implementing computer systems using an Agile approach 3. At least (3) years of experience in implementing computer systems using a Waterfall approach 4. At least five (5) years of experience in performing requirements analysis for a wide range of users in areas such as office automation, and finance and accounting. 5. At least three (3) years of experience preparing 	Experience:

<p>system designs for user approval at formal reviews.</p> <p>6. At least three (3) years of experience performing configuration management, software integration, interpreting software test results, and recommending solutions for unsatisfactory test results.</p> <p>7. At least seven (7) years of experience in life-cycle support, including maintenance, administration, and management. Must be able to provide solutions to identified software problem reports.</p>	
<p>Duties:</p> <p>Using Bizagi Modeler, Bizagi Studio, Bizagi Engine, Microsoft Internet Information Services 8.x+, Microsoft .NET Framework 4.0+, and Microsoft SQL Server Standard 2012+, develop and deploy low-code/no-code applications using the Bizagi Modeler, Studio, and Engine applications, to include:</p> <p>A. model the process(es) for the following areas of business:</p> <ol style="list-style-type: none"> 1. First report of injury intake and processing 2. Claims Processing—claims intake, issues, document preparation and docketing 3. Processing—mail services, production scanning, OCR/ICR, and indexing, print services 4. Hearings—includes court reporting, interpreter services 5. Insurance Compliance—regulate and monitor employer and insurer compliance with MD worker’s compensation and self-insurance provisions 6. Insurance reporting and assessment and billing for special funding 7. All Support Services processes (includes vocation rehabilitation practitioner and medical payments management) 8. Hearing decision orders and settlement processing 9. Appeals—case transfer to/remand from Circuit Courts 10. All internal and external interfaces 11. Other WCC enterprise processes identified in the course of developing and deploying process applications identified above 12. Internal processes of WCC not included in the listing above (including, but not limited to, fiscal services, personnel, mail room, supply, and information technology) <p>B. model the data to support the process models de-</p>	<p>Duties:</p>

defined above,

- C. define the forms to support the process models defined above,
- D. document the business rules to support the process models defined above,
- E. define the performers to support the process models defined above,
- F. integrate interfaces, data replication, data virtualization, Bizagi built-in connectors, SOAP web services, and /or REST web services with external systems to support the process models defined above and
- G. collaboration in a Bizagi Teamwork Collaboration Development configuration environment with centralized project server and work portal built on Windows 2012 R2+ with separate SQL Server Standard 2014+ instance to support the process models defined above
- H. Other duties as assigned within the general scope of this RFP

Provide database development and administration support, including:

- A. Develop database models to support software development tasks environment
- B. Design and perform extract, translate, and load (ETL) of data from existing databases to new databases as required to support new application development
- C. Development and deployment of non-Bizagi interfaces, APIs, connectors, and related software to support low-code/no-code applications developed and deployed using the Bizagi toolset.
- D. Development and deployment of static, scheduled, and ad hoc reporting as required to support requirements for business processes defined and developed under this RFP.

Non-process area requirements

- A. All database development, to include (but not limited to) schema, stored procedures, ETL, backup and recovery planning and execution for Bizagi virtualizations/replications/web services integrations/new data stores, external data exchanges and connected services
- B. Maintain custom source code in a version control library in accordance with WCC policies and procedures for source code use, versioning, team development, deployment and management
- C. Maintain a list of defects
- D. Maintain a list of requested changes
- E. Other enterprise modernization development support within the general scope of this RFP, at the direction of the TO Manager.

The information provided on this form for this labor category is true and correct to the best of my knowledge:

Contractor Representative:

Proposed Individual:

Signature

Signature

Printed Name:

Printed Name

Date

Date

Sign each Form

**4-1B. Labor Classification Personnel Resume Summary
(Key Personnel Position 2: Bizagi Developer)**

RFP # WCCB8400012

Key Personnel Position 2: Bizagi Developer

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

Candidate Name:

Contractor: (offerorCompanyName)

Education / Training

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

Relevant Work Experience

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

[Organization] [Title / Role] [Period of Employment / Work] [Location] [Contact Person (Optional if current employer)]	Description of Work...
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[Organization] [Title / Role] [Period of Employment / Work] [Location] [Contact Person]	Description of Work...
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<add lines as needed>

Employment History

List employment history, starting with the most recent employment first

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

Personnel Resume Summary (Continued)

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

References

List persons the State may contact as employment references

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

Proposed Individual’s Name/Company Name:	How does the proposed individual meet each requirement?
LABOR CATEGORY TITLE:	Bizagi Developer
Requirement (See Section 2.3.2.B and Section 2.4)	Candidate Relevant Experience *
<p>Education: This position requires a Bachelor’s degree from an accredited United States college or university with a major in computer science, information systems, engineering, business, or a related discipline. (or provide accreditation of a foreign college or university degree by a member of the National Association of Credential Evaluation Services (NACES)); or five (5) years of equivalent experience in a related field. (Note: A Master’s degree is preferred.)</p>	Education:
<p>Experience: General Experience: The proposed candidate must have at least three (3) years of computer experience in at least two of the following disciplines: systems analysis, systems programming, application programming, and/or equipment analysis. Specialized Experience: The proposed candidate must have at least two (2) years of experience developing web applications using the .NET Framework CLR (Common Language Runtime) , HTML, scripting tools and libraries, and in developing software applications using low-code/no-code development suites, as well as the following experience:.</p> <ol style="list-style-type: none"> At least two (2) years of experience developing enterprise-level applications using Bizagi Modeler, Bizagi Studio and Bizagi Engine. At least (2) years of experience in implementing computer systems using an Agile approach. At least (2) years of experience in implementing computer systems using a Waterfall approach At least two (2) years of experience in performing requirements analysis for a wide range of users in areas such as office automation, and finance and accounting. 	Experience:

<p>5. At least two (2) years of experience preparing system designs for user approval at formal reviews.</p> <p>6. At least three (3) years of experience performing configuration management, software integration, interpreting software test results, and recommending solutions for unsatisfactory test results.</p> <p>7. At least five (5) years of experience in life-cycle support, including maintenance, administration, and management. Must be able to provide solutions to identified software problem reports.</p>	
<p>Duties: Using Bizagi Modeler, Bizagi Studio, Bizagi Engine, Microsoft Internet Information Services 8.x+, Microsoft .NET Framework 4.0+, and Microsoft SQL Server Standard 2012+, develop and deploy low-code/no-code applications using the Bizagi Modeler, Studio, and Engine applications, to include:</p> <p>A. model the process(es) for the following areas of business:</p> <ol style="list-style-type: none"> 1. First report of injury intake and processing 2. Claims Processing—claims intake, issues, document preparation and docketing 3. Processing—mail services, production scanning, OCR/ICR, and indexing, print services 4. Hearings—includes court reporting, interpreter services 5. Insurance Compliance—regulate and monitor employer and insurer compliance with MD worker’s compensation and self-insurance provisions 6. Insurance reporting and assessment and billing for special funding 7. All Support Services processes (includes vocation rehabilitation practitioner and medical payments management) 8. Hearing decision orders and settlement processing 9. Appeals—case transfer to/remand from Circuit Courts 10. All internal and external interfaces 11. Other WCC enterprise processes identified in the course of developing and deploying process applications identified above 12. Internal processes of WCC not included in the listing above (including, but not limited to, fiscal services, personnel, mail room, supply, and information technology) <p>B. model the data to support the process models defined above,</p>	<p>Duties:</p>

- C. define the forms to support the process models defined above,
- D. document the business rules to support the process models defined above,
- E. define the performers to support the process models defined above,
- F. integrate interfaces, data replication, data virtualization, Bizagi built-in connectors, SOAP web services, and /or REST web services with external systems to support the process models defined above and
- G. collaboration in a Bizagi Teamwork Collaboration Development configuration environment with centralized project server and work portal built on Windows 2012 R2+ with separate SQL Server Standard 2014+ instance to support the process models defined above
- H. Other duties as assigned within the general scope of this RFP

Provide database development and administration support, including:

- A. Develop database models to support software development tasks environment
- B. Design and perform extract, translate, and load (ETL) of data from existing databases to new databases as required to support new application development
- C. Development and deployment of non-Bizagi interfaces, APIs, connectors, and related software to support low-code/no-code applications developed and deployed using the Bizagi toolset.
- D. Development and deployment of static, scheduled, and ad hoc reporting as required to support requirements for business processes defined and developed under this RFP.

Non-process area requirements

- A. All database development, to include (but not limited to) schema, stored procedures, ETL, backup and recovery planning and execution for Bizagi virtualizations/replications/web services integrations/new data stores, external data exchanges and connected services
- B. Maintain custom source code in a version control library in accordance with WCC policies and procedures for source code use, versioning, team development, deployment and management
- C. Maintain a list of defects
- D. Maintain a list of requested changes
- E. Other enterprise modernization development support within the general scope of this RFP, at the direction of the TO Manager.

The information provided on this form for this labor category is true and correct to the best of my knowledge:

Contractor Representative:

Proposed Individual:

Signature

Signature

Printed Name:

Printed Name

Date

Date

Sign each Form

**4-1C. Labor Classification Personnel Resume Summary
 (Key Personnel Position 3: Senior SQL Server Developer/Architect)**

RFP # WCCB8400012

Key Personnel Position 3: Senior SQL Server Developer/Architect

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

Candidate Name:

Contractor: (offerorCompanyName)

Education / Training

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

Relevant Work Experience

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

[Organization] [Title / Role] [Period of Employment / Work] [Location] [Contact Person (Optional if current employer)]	Description of Work...
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[Organization] [Title / Role] [Period of Employment / Work] [Location] [Contact Person]	Description of Work...
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<add lines as needed>

Employment History

List employment history, starting with the most recent employment first

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

Personnel Resume Summary (Continued)

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

References

List persons the State may contact as employment references

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

Proposed Individual’s Name/Company Name:	How does the proposed individual meet each requirement?
LABOR CATEGORY TITLE:	Senior Microsoft SQL Server Database Developer/Architect
Requirement (See Section 2.3.2.C and Section 2.4)	Candidate Relevant Experience *
<p>Education: A Bachelor's Degree from an accredited United States college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related discipline, or provide accreditation of a foreign college or university degree by a member of the National Association of Credential Evaluation Services (NACES)); or five (5) years of equivalent experience in a related field. (Note: A Master’s degree is preferred.)</p>	Education:
<p>Experience:</p> <p>General Experience: The proposed candidate must have at least ten (10) years of experience planning, designing, building, and implementing IT application systems. This individual must have led or been chief architect in a major IT applications implementation effort. This individual must also have a strong background in software engineering principles and techniques.</p> <p>Specialized Experience: The proposed candidate must have at least six (6) years of experience in designing medium to large-scale sites, and management of at least five Microsoft SQL Server development and architecture projects, of which at least three (3) shall have been completed in Microsoft SQL Server 2012 or higher.</p> <ol style="list-style-type: none"> At least five (5) years of experience in relational database logical and physical modeling design and development for master data management, business intelligence and analytics, data quality best practices, encryption methods, extract transform and load (ETL) techniques, and administration for business critical applications using Microsoft SQL Server 2012 or newer, integrating a broad array of internal and external data sources and content, both structured and unstructured At least five (5) years of experience providing highly 	Experience:

<p>technical expertise and support in the use of relational databases.</p> <ol style="list-style-type: none"> 3. Evaluate and recommend available relational database products to support validated user requirements. Must be able to define datatypes, optimal normalization, referential integrity, triggers, partitioning design, indexing methods, and data security procedures for specific user applications. 4. Develop, implement, and maintain database availability, fault tolerance, back-up and recovery procedures for the processing environments, and ensure that data integrity, security, and recoverability are built into the relational database applications. 5. Ensuring that development efforts are well-planned and in compliance to standards 	
<p>Duties: Using Bizagi Modeler, Bizagi Studio, Bizagi Engine, Microsoft Internet Information Services 8.x,+, Microsoft .NET Framework 4.0+, and Microsoft SQL Server Standard 2012+ develop and deploy low-code/no-code applications using the Bizagi Modeler, Studio, and Engine applications, to include:</p> <ol style="list-style-type: none"> A. model the process(es) for the following areas of business: <ol style="list-style-type: none"> 1. First report of injury intake and processing 2. Claims Processing-claims intake, issues, document preparation and docketing 3. Processing-mail services, production scanning, OCR/ICR, and indexing, print services 4. Hearings-includes court reporting, interpreter services 5. Insurance Compliance-regulate and monitor employer and insurer compliance with MD worker's compensation and self-insurance provisions 6. Insurance reporting and assessment and billing for special funding 7. All Support Services processes (includes vocation rehabilitation practitioner and medical payments management) 8. Hearing decision orders and settlement processing 9. Appeals-case transfer to/remand from Circuit Courts 10. All internal and external interfaces 11. Other WCC enterprise processes identified in the course of developing and deploying process applications identified above 12. Internal processes of WCC not included in the 	<p>Duties:</p>

listing above (including, but not limited to, fiscal services, personnel, mail room, supply, and information technology)

- B. model the data to support the process models defined above,
- C. define the forms to support the process models defined above,
- D. document the business rules to support the process models defined above,
- E. define the performers to support the process models defined above,
- F. integrate interfaces, data replication, data virtualization, Bizagi built-in connectors, SOAP web services, and /or REST web services with external systems to support the process models defined above and
- G. collaboration in a Bizagi Teamwork Collaboration Development configuration environment with centralized project server and work portal built on Windows 2012 R2+ with separate SQL Server Standard 2012+ instance to support the process models defined above
- H. Other duties as assigned within the general scope of this RFP

Provide database development and administration support, including:

- A. Develop database models to support software development tasks environment
- B. Design and perform extract, translate, and load (ETL) of data from existing databases to new databases as required to support new application development
- C. Development and deployment of non-Bizagi interfaces, APIs, connectors, and related software to support low-code/no-code applications developed and deployed using the Bizagi toolset.
- D. Development and deployment of static, scheduled, and ad hoc reporting as required to support requirements for business processes defined and developed under this RFP.

Non-process area requirements

- A. All database development, to include (but not limited to) schema, stored procedures, ETL, backup and recovery planning and execution for Bizagi virtualizations/replications/web services integrations/new data stores, external data exchanges and connected services
- B. Maintain custom source code in a version control library in accordance with WCC policies and procedures for source code use, versioning, team development, deployment and management
- C. Maintain a list of defects
- D. Maintain a list of requested changes

Other enterprise modernization development support within the general scope of this RFP, at the direction of the TO Manager.	
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The information provided on this form for this labor category is true and correct to the best of my knowledge:

Contractor Representative:

Proposed Individual:

Signature

Signature

Printed Name:

Printed Name

Date

Date

Sign each Form