

Request for Proposals

MARYLAND SELF FUNDED eGOVERNMENT SERVICES

PROCUREMENT NO. 060B1400050



DEPARTMENT OF INFORMATION TECHNOLOGY

Issue Date: August 12, 2010

NOTICE

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

Minority Business Enterprises are Encouraged to Respond to this Solicitation

KEY INFORMATION SUMMARY SHEET

STATE OF MARYLAND

Request for Proposals for a

SELF-FUNDED eGOVERNMENT SERVICES MASTER CONTRACT

PROCUREMENT NUMBER 060B1400050

RFP Issue Date: August 12, 2010

RFP Issuing Office: Department of Information Technology

Procurement Officer: Ms. Donna DiCerbo
Phone: (410) 767-6056
Fax: (410) 333-5164
Email: Donna.DiCerbo@doit.state.md.us

Proposals are to be sent to: Department of Information Technology
c/o Department of General Services
301 W Preston Street
Room M-6B
Baltimore, MD 21201
Attn: Ms. Donna DiCerbo

Pre-Proposal Conference: Thursday, September 16, 2010
3:00 p.m.
201 W. Preston Street
O'Connor Building, L-1 Conference Room
Baltimore, MD 21201

For more information, see Attachment E

Closing Date and Time: Thursday, November 18, 2010
2:00 p.m., local time

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

In order to help us improve the quality of State proposals solicitations, and to make the procurement process more responsive and business friendly, please take a few minutes and provide comments and suggestions regarding the enclosed solicitation. Please return your comments with your proposals. If you have chosen not to bid on this Contract, please e-mail this completed form to: Donna.DiCerbo@doit.state.md.us.

Title: Self-Funded eGovernment Services Master Contract

Procurement No: 060B1400050

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

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

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

REMARKS:

Offeror Name: _____ Date: _____

Contact Person: _____ Phone (____) ____ - _____

Address: _____

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SECTION 1 - GENERAL INFORMATION

1.1 Summary Statement

- 1.1.1 The Department of Information Technology (DoIT) is issuing this Request for Proposals (RFP) to procure eGovernment applications and services support for the State of Maryland.
- 1.1.2 DoIT intends to award one Master Contract to the Offeror that the State determines to provide the best value for the State.
- 1.1.3 The Master Contract resulting from this RFP will provide State agencies the flexibility of obtaining IT and business resources quickly and efficiently by issuing Work Order Requests (WO Requests) specific to its needs. However, the State reserves the right to separately procure individual requirements that are the subject of the contract during the contract term through other contracts when deemed to be in the State's best interest.
- 1.1.4 Services provided under this Master Contract will be provided via a self-funded business model. The self-funded business model will establish pre-defined fee structures to support design, development and hosting of these services.
- 1.1.5 The Master Contract shall be a mix of Fixed Price for specific discrete work as noted, and an indefinite quantity, Fixed-Unit Price contract (as defined in COMAR 21.06) for specific labor categories and associated fully-loaded labor rates to be utilized in selected WO Requests. The indefinite quantity, Fixed Unit Price work is subject to a contract ceiling amount that shall not be exceeded without the necessary Master Contract modification.
- 1.1.6 A specific WO Agreement will then be entered into between the State and the Master Contractor, which will bind the Master Contractor to the contents of its WO Proposal, including its price. A WO Request, WO Proposal or WO Agreement may not in any way conflict with or supersede the Self-Funded Portal eGovernment Master Contract.
- 1.1.7 The Term of the contract will be for a base period of five (5) years with, at the State's sole discretion, three (3) one-year renewal options.
- 1.1.8 DoIT will manage the Master Contract resulting from this RFP, but services may be purchased by individual State agencies, counties, municipalities, etc. and other non-State governments or agencies.
- 1.1.9 The Master Contractor will develop online services to further evolve Maryland.gov and affiliated agency web sites into a modern online services center. This center will offer various customers (citizens, businesses, employees and visitors) greater convenience, choice and options to interact with State

government. Emphasis will be placed on citizen interest and demand, customer satisfaction, and task completion-based objectives.

1.1.10 This solicitation encompasses the following scope of services:

1. eGovernment Services Development
2. Hosting and Managed Services
3. Marketing and Communications
4. Governance and Work Order Process

1.2 Abbreviations and Definitions

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

- a. **Actual Cost of Materials** – cannot include general administration, delivery fees, installation, etc.
- b. **Agency** – A unit of the Executive Branch of Maryland State government
- c. **Business Beneficial** – monies saved by the State as a direct result of a service provided by the Master Contractor under the WO Agreement.
- d. **Client Manager** – the Master Contractor’s representative and point of contact for day-to-day execution and management of the Self-Funded eGovernment Master Contract.
- e. **Client WO Manager** - the Master Contractor’s representative and point of contact for day-to-day execution and management of each WO Agreement.
- f. **Cloud Computing** – Anything that involves delivering hosted services over the Internet. These services are divided into three categories: Infrastructure-as-a-Service (IaaS), Platform-as-a-Service (PaaS) and Software-as-a-Service (SaaS); and are sold on demand and fully managed by the provider.
- g. **COMAR** – Code of Maryland Regulations, available on-line at www.dsd.state.md.us
- h. **Contract** – See Attachment A.

- i. **Contract Manager (State CM)** – The State representative who serves as the manager for the resulting Master Contract. The State CM monitors the daily activities of the Master Contract and provides oversight of the Work Orders.
- j. **Convenience Fee** – All transaction costs directly billed to the taxpayer including merchant service fees. Convenience fees will be defined within two alternatives. The first alternative includes solutions that are web-based and include Interactive Voice Recognition (IVR) capability. The second alternative includes solutions that are web-based only.
- k. **COTS** – Commercial- off- the- Shelf Software
- l. **Customer** – any person, business or entity accessing information or using an application on or through a State-owned portal, including State agencies.
- m. **Data Custodian:** Any branch or agency of the state that collects, stores, generates or maintains information.
- n. **DoIT-** Maryland Department of Information Technology
- o. **EBT** - Electronic Benefit Transfer (EBT) is an electronic system that allows a recipient to authorize transfer of their government benefits from a Federal account to a retailer account to pay for products received.
- p. **ePayment Services** – the buying or selling of products and services via the Internet.
- q. **Fixed Price** – Type of payment for performing under a contract whereby the exclusive payment to the Contractor for product delivered or performance of services is at a firm price or a price that is subject to contractually specified adjustments.
- r. **Fixed Hourly Labor Category Rates** - Fully loaded hourly rates established in the Master Contract that include all direct and indirect costs and profit for the Master Contractor to perform a contract. Indirect costs shall include all costs that would normally be considered general and administrative costs and/or routine travel costs, or which in any way are allocated by the Master Contractor against direct labor hours as a means of calculating profit or recouping costs which cannot be directly attributable to a WO Agreement.
- s. **IVR** – Interactive Voice Recognition
- t. **Local Time** - Time in the Eastern Time Zone as observed by the State

- u. **Master Contract** – see Contract
- v. **Master Contractor** – the successful Offeror awarded the contract resulting from this RFP. All requirements attributed to the Master Contractor in this RFP shall be considered requirements of the Offeror.
- w. **MBE** – A Minority Business Enterprise certified by the Maryland Department of Transportation (MDOT) under COMAR 21.11.03
- x. **Notice To Proceed** - A formal notification from the State CM that the Master Contractor should immediately, or as of a date contained in the notice, begin performance of a WO Agreement. An agency Purchase Order may also serve as an NTP.
- y. **Offeror** – An entity that submits a proposal in response to this RFP
- z. **Premium Service** – A service offered to the State’s customers in the form of subscriptions or other services as a direct charge to the customer and without cost to the agency or to the State. Fees are assessed on an estimated number of transactions per month, quarter or year, and billed directly to the customer in advance.
- aa. **Procurement Officer** – The State representative, as identified in Section 1.5, responsible for this RFP, for the determination of Master Contract scope issues, and the only State representative who can authorize changes to the Master Contract.
- bb. **Request for Proposals (RFP)** – This RFP for the Department of Information Technology, Procurement Number 060B1400050, dated August 12, 2010, including any amendments
- cc. **Revenue Neutral** – Procurement of services without charge to the State, regardless of the actual costs incurred, since costs are paid by one or more third parties.
- dd. **Revenue Sharing** – Distribution of a portion of the revenue between the State and the Contractor.
- ee. **Software Source Code Documentation** – All design tools, documents and diagrams used in the development of the source code including but not limited to data flow diagrams, entity relationship diagrams, work flow diagrams, window layouts, report layouts, process flows, interface designs, logical and physical database design diagram, technical and user manuals,

data dictionary, and a copy of the development software used to write and compile the source code.

- ff. State** – State of Maryland.
- gg. State CM** – See Contract Manager
- hh. Successful Offeror** – the Offeror awarded the Master Contract. See also Master Contractor.
- ii. Time and Materials** - Type of payment to the Master Contractor, specific to WO Agreement performance, based on direct labor hours billed at specific hourly rates, plus non-routine travel costs as may be identified in a WO Agreement, plus the actual cost of any materials provided. The labor category hourly rates may not exceed the hourly rates specified in the Master Contract. The Master Contractor will be required to provide time records and/or other documentation verifying that all direct hours billed have actually been expended by its principals or employees, or those of subcontractors, totally and productively in the performance of the specific WO Agreement. In addition, the Master Contractor must also provide documentation of the actual cost of materials or other activities directly used in the performance of a WO Agreement. The fixed hourly labor category rates, plus the actual cost of materials, and non-routine travel will be the only payment made for this type of WO Agreement.
- jj. Transaction** - A transaction, used in this RFP and the resulting Contract, is defined as "a service rendered and payment complete."
- kk. Work Order Agreement (WO Agreement)** – A signed contract between DoIT and the Master Contractor for each approved WO Request. A WO Agreement will deal only with the specific Work Order Request performance aspects. All general terms and conditions contained in the Master Contract shall apply to all WO Agreements.
- ll. Work Order Manager (WO Manager)** – The State’s representative who is identified in a WO Request or a WO Agreement, who will supervise the Master Contractor for services rendered under a WO Agreement.
- mm. Work Order Procurement Officer (WO Procurement Officer)** - The State representative, as identified in each WO Request responsible for the WO Request, for the determination of Master Contract WO Request scope issues, and the only State representative who can authorize changes to the WO Agreement.

- nn. **Work Order Proposal (WO Proposal)** – The technical and financial response to a WO Request by the Master Contractor.
- oo. **Work Order Request (WO Request)**: A document provided to the Master Contractor by DoIT that describes all of the specifics regarding the performance of eGovernment services as requested by the State.

1.3 Master Contract Type

The Master Contract shall be an Indefinite Quantity Contract as defined in COMAR 21.06.03.05 and 06. Fixed Price (FP) and Time and Material (TM) WO Agreements as described in each respective WO Request will be issued under the Master Contract, as appropriate to the type of services being requested. In addition, business beneficial, revenue neutral, or commission only concepts may be applied.

1.4 Contract Duration

The term of this Contract shall be for a base period of five (5) years with, at the State's sole discretion, three (3) one-year renewal options.

1.5 Procurement Officer

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

Ms. Donna DiCerbo
Department of Information Technology
c/o Department of General Services
301 W Preston Street, M-10
Baltimore, MD 21201
Phone: (410) 767-6056
Fax: (410) 333-5164
Email: Donna.DiCerbo@doit.state.md.us

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

1.6 State Contract Manager

The State CM monitors the daily activities of the Master Contract and provides technical guidance to the Master Contractor. The State CM will be determined prior to award of the Master Contract.

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

1.7 Pre-Proposal Conference

A Pre-Proposal Conference will be held on **Thursday, September 16th, beginning at 3:00 p.m.** Attendance at the Pre-Proposal Conference is not mandatory, but all interested Offerors are encouraged to attend in order to facilitate better preparation of their proposals. In addition, attendance may facilitate the Offeror's understanding and ability to meet the State's MBE goals. Attendees should bring a copy of the RFP and bring a business card to help facilitate the sign-in process.

The Pre-Proposal Conference will be summarized in writing. As promptly as is feasible subsequent to the Pre-Proposal Conference, a summary of the Pre-Proposal Conference, the attendance record, and all questions and answers known at that time will be distributed via e-mail to all prospective Offerors known to have received a copy of this RFP.

In order to assure adequate seating and other accommodations at the Pre-Proposal Conference, please e-mail the Pre-Proposal Conference Response to Donna.DiCerbo@doit.state.md.us no later than 12:00 p.m. on Tuesday, September 7, 2010. The Pre-Proposal Conference Response Form is included as Attachment E to this RFP. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, please call no later than Wednesday, August 25, 2010. DoIT will make reasonable efforts to provide such special accommodation.

1.8 Use of eMarylandMarketplace

e-Maryland Marketplace is an electronic commerce system administered by the Maryland Department of General Services (DGS). In addition to using the DOIT web site (www.doit.maryland.gov) and other means for transmitting the RFP and associated materials, the solicitation and minutes of the pre-bid/proposal conference, Offeror questions and the Procurement Officer's responses, addenda, and other solicitation related information will be provided via e-Maryland Marketplace.

This means that all such information is immediately available to subscribers to e-Maryland Marketplace. Because of the instant access afforded by e-Maryland Marketplace, all Offerors interested in doing business with Maryland State agencies should subscribe to e-Maryland Marketplace. Furthermore, prior to award of any contract, the apparent awardee must be registered on eMM.

1.9 Questions

Questions from prospective Offerors should be e-mailed to the Procurement Officer prior to the pre-proposal conference. If possible and appropriate, such questions will be answered at the pre-proposal conference. No substantive question will be answered prior to the pre-proposal conference. Questions, both oral and written, will also be accepted during the Pre-Proposal Conference. If possible and appropriate, these questions will be answered at the Pre-Proposal Conference.

Questions will also be accepted subsequent to the Pre-Proposal Conference and should be submitted in a timely manner prior to the proposal due date to the Procurement Officer. Time permitting, answers to all substantive questions that have not previously been answered, and are not clearly specific only to the requestor, will be e-mailed to all vendors who are known to have received a copy of the RFP.

1.10 Proposals Due (Closing) Date

One unbound original and one copy of each proposal (technical and financial) must be received by the Procurement Officer, at the address listed on the Key Information Summary Sheet (page 2), **no later than 2:00 p.m. (local time) on Thursday, November 18, 2010**, in order to be considered. A CD of the Technical Proposal in MS Word format must be enclosed with the original technical proposal. A CD of the Financial Proposal in MS Excel format (NOT in .pdf format) must be enclosed with the original financial proposal. Label all CDs with the RFP title, RFP number, and Offeror name and enclose with the original copy of the appropriate proposal (technical or financial).

Requests for extension of this date or time will not be granted. Offerors mailing proposals should allow sufficient mail delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR 21.05.03.02, proposals received by the Procurement Officer after the **due date and time, November 18, 2010, at 2:00 p.m. (local time)** will not be considered.

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

1.11 Duration of Offer

Proposals submitted in response to this RFP are irrevocable for 180 days following the Proposal Due Date, or of Best and Final Offers (BAFO), if requested. This period may be extended at the Procurement Officer's request, only with the Offeror's written agreement.

1.12 Revisions to the RFP

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

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

1.13 Cancellations; Discussions

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

1.14 Incurred Expenses

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

1.15 Economy of Preparation

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Offeror's proposal to meet the requirements of this RFP and should not include marketing materials.

1.16 Protests/Disputes

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

1.17 Multiple or Alternative Proposals

Neither multiple nor alternate proposals will be accepted.

1.18 Access to Public Information Act Notice

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

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

1.19 Offeror Responsibilities

The selected Offeror shall be responsible for all products and services required by this RFP. Additional information regarding MBE subcontractors is provided under Section 1.23 below. If an Offeror that seeks to perform or provide the services required by this RFP is a subsidiary of another entity, all information submitted by the Offeror, such as, but not limited to, references, shall pertain exclusively to the Offeror, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Offeror's proposal must contain an explicit statement that the parent organization will guarantee the performance of the subsidiary.

1.20 Mandatory Contractual Terms

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

1.21 Proposal Affidavit

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

1.22 Master Contract Affidavit

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

1.23 Minority Business Enterprises

Offerors are encouraged to maximize utilization of Maryland certified MBE's under this Master Contract.

An MBE subcontractor participation goal of 30% has been established for the aggregate of all non-self-funded WO Agreements under the Master Contract. The State shall assess the potential for additional MBE subcontractor participation for each WO Request issued and shall set an MBE goal, if appropriate.

Each Offeror shall complete, sign and submit, without edits, Attachment D-1 Offeror (Offeror MBE Form – Offeror Acknowledgement of Work Order MBE Participation Commitment) at the time it submits its technical response to the RFP. Failure to do so will result in the State's rejection of the Offeror's Proposal to the RFP.

The Master Contractor, when responding to a WO Request containing an MBE goal shall complete, sign, without edits, and submit all required MBE documentation (WO Attachments D-1 (Certified MBE Utilization and Fair Solicitation Affidavit) and D-2 (MBE

Participation Schedule) at the time of WO Proposal submission. Failure to do so will result in the State's rejection of the Master Contractor's WO Proposal.

The Master Contractor, once awarded a WO Agreement, will be responsible for submitting the following forms to provide the State with ongoing monitoring of MBE Participation:

D-3 (Outreach Efforts Compliance Statement)

D-4 (Subcontractor Project Participation Statement)

D-5 (MBE Participation Prime Contract Paid/Unpaid MBE Invoice Report)

D-6 (MBE Subcontractor/Contractor Unpaid MBE Invoice Report)

The most current directory of certified MBEs is available on http://mdot.maryland.gov/MBE_Program/index.html through MDOT, Office of Minority Business Enterprise, 7201 Corporate Center Drive, Hanover, MD 21076, phone number 410-865-1269.

1.24 Living Wage Requirement

A solicitation for services under a State contract valued at \$100,000 or more may be subject to SFP Title 18. Additional information regarding the State's Living Wage requirement is contained in this solicitation (see Attachment H entitled Living Wage Requirements for Service Contracts).

1.25 Arrearages

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

1.26 Procurement Method

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

1.27 Verification of Registration and Tax Payment

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

1.28 False Statements

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

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

1.29 Non-Visual Access

By submitting a Proposal, the Offeror warrants that the information technology offered under the Master Contract Proposal and each successor WO Proposal (1) provides equivalent access for effective use by both visual and non-visual means; (2) will present information, including prompts used for interactive communications, in formats intended for both visual and non-visual use; (3) if intended for use in a network, can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired; and (4) is available, whenever possible, without modification for compatibility with software and hardware for non-visual access. The Offeror further warrants that the cost, if any, of modifying the information technology for compatibility with software and hardware used for non-

visual access will not increase the cost of the information technology by more than five percent. For purposes of this Master Contract, the phrase “equivalent access” means the ability to receive, use and manipulate information and operate controls necessary to access and use information technology by non-visual means. Examples of equivalent access include keyboard controls used for input and synthesized speech, Braille, or other audible or tactile means used for output.

The Non-visual Access Clause noted in COMAR 21.05.08.05 and referenced in this solicitation is the basis for the standards that have been incorporated into the Maryland regulations, which can be found at: www.doit.maryland.gov – Search: nva

1.30 Payments by Electronic Funds Transfer

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

1.31 Contract Extended to Include Other Non-State Governments or Agencies in MD

For the purposes of eGovernment services procurements, county, municipal, and other non-state governments or agencies within Maryland may purchase from the Master Contractor goods or services covered by this Master Contract at the same maximum prices to which the State would be subject under the Contract. All such purchases by Maryland non-State governments or agencies:

- (a) Shall constitute contracts between the Master Contractor and that government or agency;
- (b) Shall not constitute purchases by the State or State agencies under this RFP;
- (c) Shall not be binding or enforceable against the State, and
- (d) May be subject to other terms and conditions agreed to by the Master Contractor and the purchaser. The Master Contractor bears the risk of determining whether or not a government or agency with which the Master Contractor is dealing is a State agency.

1.32 Conflict of Interest

1.32.1 Under State Government Article 15-508 of the State ethics laws, a person and their employer who assist or are involved in the drafting of specifications for a procurement are prohibited from submitting a proposal for that procurement, from assisting or representing another person, directly or indirectly, who is submitting a proposal for that procurement, and from participating in the implementation of those specifications, whether as a prime or subcontractor. This section of the State Ethics Law may apply to WO Agreements issued to the Master Contractor under this procurement.

1.32.2 The Master Contractor will provide eGovernment services for State agencies, or component programs with those agencies and must do so impartially and without any conflicts of interest. The Master Contractor will be required to complete a Conflict of Interest Affidavit with each WO Proposal submitted in response to a WO Request. A copy of this Affidavit is included as Attachment G of this RFP. If the WO Procurement Officer makes a determination before award of a WO Agreement pursuant to a respective WO Request that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the WO Procurement Officer may reject a WO Proposal under COMAR 21.06.02.03B.

1.33 Prompt Pay

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

1.34 Oral Presentations / Interviews

All Offerors and proposed key staff will be required to make an oral presentation to State representatives. Significant representations made by an Offeror during the oral presentation shall be submitted in writing. All such representations will become part of the Offeror's proposal and are binding, if the Master Contract is awarded. The Procurement Officer will notify Offeror of the time and place of oral presentations.

SECTION 2 – SCOPE OF WORK

2.1 Purpose

- 2.1.1 Over six million visitors traverse the State of Maryland’s websites each month. Many citizens and visitors interact with the approximate 150 eGovernment applications showcased by the Maryland.gov portal.
- 2.1.2 The State of Maryland desires to continue its efforts to bring everyday transactions between the State and its individual residents, businesses, employees, and local governments, hereinafter referred to as “Customers,” to the Internet. Benefits to the State include reduced operating expenses and a more effective, efficient communications channel. Customers will benefit from the convenience of 24 hours per day, 365 days per year online, anytime, anywhere transactions with the State.
- 2.1.3 The State further desires to create via a contract resulting from this RFP a “self-funded” model that provides for the design, development, operation, hosting and support of its eGovernment services, as well as the Maryland.gov portal, at no cost to the State.
- 2.1.4 The State also intends to provide, under this same contract, provisions for revenue sharing between the State and the successful Offeror. Shared revenues will be exclusively allocated to eGovernment services provided at the State level.

2.2 Objectives

- 2.2.1 The State is seeking to contract with a single full-service computer systems service provider to offer eGovernment applications and services to agencies, commissions, boards, etc. for the State of Maryland. Services to be provided shall include, but are not limited to, sharing of information via the State’s web portal with all Customers (e.g., residents, visitors, commerce partners, other government agencies, etc.) through a variety of multi-media formats, including text, graphics and video; transaction processing between the State of Maryland and its Customers over the Internet; Interactive Voice Response (IVR) processing; credit card processing; e-Checks; electronic funds transfers (EFT); application development; integration with agencies’ existing systems; security; application hosting; application support; facilitation of social networks as it relates to the State’s web portal; and, management reporting.
- 2.2.2 The continued delivery of existing eGovernment services and information resources and the development of new and improved eGovernment services and information resources are the objectives of this RFP. It is anticipated that the

electronic delivery of government services will continue to facilitate and improve the way Customers communicate and interact with State government.

2.2.3 Key objectives are:

- 1) Rapid migration/conversion of existing eGovernment applications, in an order defined by the State, meeting or exceeding the functional specifications as provided by the owner agency, while not increasing the fees that Customers currently pay to use the existing application.
- 2) Rapid implementation of new eGovernment applications to support the processing of licenses, filings, permits, registrations, renewals and database searches. In many instances, these new “web-enabled” applications can be constructed using existing State computer programs as the base or foundation.
- 3) Continuing integration of the State’s current portal and corresponding agency web pages.
- 4) Development and delivery of a continually expanding set of basic government services.
- 5) Obtaining a measurably high and ever-increasing adoption of eGovernment services as the preferred method for obtaining government services.

2.2.4 This Master Contract requires the establishment of the following types of transactions:

- 1) the ability for State government to send requested information or documents electronically to multiple devices;
- 2) the ability for State government to process interactive applications for licenses, permits, and other government documents, to sell goods and services by interactive applications, and to receive electronic documents for filing from the public, businesses, employees, and local governments who are regulated by a State agency that, when a signature is necessary, can be electronically signed by the requesting authority; and,
- 3) the ability for the State government to receive required payments electronically by multiple methods.

2.2.5 Services required through this RFP include:

- 1) Migration/conversion of existing eGovernment applications with no interruption or degradation of service as a result of these efforts.
- 2) Customizable applications and/or applications developed for State agencies that provide electronically delivered services and information (i.e., eGovernment) to customers.
- 3) Assisting the State in marketing the State's eGovernment services in a variety of ways to increase use of the services it offers.

- 4) Hosting of agency eGovernment applications in an environment that is reliable and secure.
- 5) Providing customer support to customers and agencies.

2.2.6 The Offeror shall expend private capital to build and manage the components required to support the services, information and transactions identified in this RFP. The State will cooperate with the Offeror on developing value-added transactions in order for the Offeror to recover costs through convenience fees, premium services, or other payments for transactions.

2.2.7 The Offeror shall cooperate with the State in developing strategies to increase business and agency use of this Master Contract. It is the intention of the State that many services and information will be offered to the public free of charge, while other services and access to information may available for a fee. In addition, some services will have fees charged on a subscription and/or on a per transaction basis, due to the added value and convenience of real-time access to the information or application.

2.3 Management, Administration and Governance

2.3.1 The Master Contract that results from this RFP will be managed by DoIT. DoIT will provide the appropriate guidance and oversight to assure that the Offeror is performing the required scope of work, adhering to all terms of the contract and supporting the goals and objectives of the self-funded eGovernment initiative at the Master Contract level.

2.3.2 The State will designate a day-to-day State CM. The State CM will serve as a liaison between the Offeror and State agencies for the use of the Self-Funded eGovernment Master Contract. All pertinent aspects of this eGovernment contract, such as planning and design services, development and integration of applications into the overall eGovernment design, establishment of fees and priority of work orders will be coordinated through the State CM and approved by the State.

2.3.3 The Offeror shall designate a full-time Client Manager who will be responsible for all activities on the Self-Funded eGovernment Master Contract from the Offeror's perspective. The Client Manager shall meet regularly with the State CM to review eGovernment activity, status of planned eGovernment services, customer service activity, customer satisfaction survey results, and any issues that need addressing by the State.

2.3.4 Agencies requesting services from the Offeror are responsible for identifying both the business and technical application requirements, working with State legacy systems support staff to define interfaces between the eGovernment

applications and legacy production systems, performing acceptance testing, and providing second-level customer service support relative to specific business rules for the application. Each agency also will define any constraints (e.g., must be free to the customer, could have a convenience fee added, etc.) and estimate service volumes. Agencies are individually responsible for obtaining all necessary approvals for all services requested via this Master Contract, including funding approval, prior to submitting a WO Request to DoIT.

- 2.3.5 The Offeror shall be responsible for the development, maintenance and support of an agency's eGovernment application. The Offeror will recommend eGovernment applications that will assist State agencies in working toward providing effective and enhanced State information dissemination to customers. The Offeror will review the requirements for eGovernment applications and provide agencies with a proposal for eGovernment service delivery.
- 2.3.6 Administrative management of the eGovernment application, such as planning, design, development and other business management activities are the responsibility of the Offeror.
- 2.3.7 The Offeror will advise the State of any legislation that may impact the State's eGovernment objectives or applications as well as any legislation that may be needed to facilitate the achievement of the State's eGovernment objectives throughout the life of the Contract.
- 2.3.8 The Offeror shall describe, as applicable to general service issues,
 - 1) how service deficiencies will be reported by the State,
 - 2) who is responsible for correction,
 - 3) how new service versions will be provided to the State, and
 - 4) an understanding that the resolution of any service issue shall be provided at no cost to the State.
- 2.3.9 The Offeror shall work with the State to recommend and finalize a governance model that supports the goals and objectives of the State and scope of work within the Contract. This includes established procedures and approvals for timely completion of WO Agreements, oversight, maintenance and operations. The DoIT Governance will outline development of services that align agency business and technology plans with State business technology and goals and objectives.
- 2.3.10 Services shall be provided via a Work Order process using pre-approved funding strategies or fully-loaded labor rates applicable to established labor categories.

2.4 State Agency Participation

It is the intent of the State to award a single contract for Self-Funded eGovernment application development, support and hosting as well as electronic payment processing.

All State agencies will be encouraged to participate in the use of this contract for eGovernment applications.

2.5 Work Order Requests

- 2.5.1 Through DoIT, agencies will submit WO Requests to the Offeror.
- 2.5.2 In response to each WO Request, the Offeror will submit a response in the form of a WO Proposal.
- 2.5.3 The Offeror shall provide consulting services to analyze WO Requests, provide functional, non-functional and technical specifications to fulfill these requests and to develop online services and web application products. WO Requests will include a variety of new development efforts, reusable solutions, rapid application development programming routines, interfaces and other processes. The Master Contractor's WO Proposal will identify options available to the State to save time, cost and complexity in deploying these services. Additional characteristics of these projects are as follows:
- 2.5.4 Provide technical services to design, develop, test, implement and maintain secure and accessible web and Internet solutions such as web sites, web applications and web services for various business processes including applications that are a front-end to mainframe systems and data transformation solutions between disparate systems.
- 2.5.5 Evaluate and apply current and emerging technologies to establish modern and scalable web development platforms for the State.
- 2.5.6 Assist agencies with planning the tactical and strategic migration of business services to new web technologies.
- 2.5.7 Project management services to ensure that project goals and objectives are met and that products are delivered on time, on budget and within scope, as well as meet the business objectives originally intended.
- 2.5.8 Design, develop, implement and maintain web graphics and site content, including electronic catalogues of goods and services, to ensure accuracy and timeliness of information published to the web.
- 2.5.9 Assist in the implementation and customization of web services and other COTS solutions for the Internet, including electronic commerce/electronic data interchange (EC/EDI).
- 2.5.10 The State may require that certain services be offered in languages other than English.
- 2.5.11 Examples of potential projects include:
 - 1) Maryland Department of Transportation -- Motor Vehicle Administration

- Application that consolidates and simplifies tax filing, permitting and certification requirements for commercial drivers and businesses
- Interactive services that allow authorized users to verify Title, Registration and Driver licenses
- Digital certification and electronic transmission of driver records for court proceedings.
- Driver alert systems to monitor the validity of commercial and non-commercial driver's licenses issued in Maryland
- License plate applications such as auctions for limited edition specialty plates.
- Online applications for permit, renewal and license reinstatement services
- Driver training, test preparation and safety applications
- Vehicle anti-theft programs, crash logs and accident reports.
- Insurance status applications.
- Applications that provide information and efficiency for the enforcement of existing or new transportation laws in the State of Maryland.

2) Department of Business and Economic Development

- Central Business Licensing – This service would consolidate more than 400 different types of permits, licenses, registrations and certifications issued and managed by approximately two dozen Maryland State agencies. In most cases, applicants are required to fill out multiple applications that require the same information and to submit them to various locations. The Maryland Central Business Licensing (MCBL) would allow current Maryland-based business owners or citizens seeking to start a business in Maryland to access information and conduct all State interactions in real time and reduce the redundancy and interface between multiple State agencies.

3) ePayment Services

- The Offeror shall provide a common payment processing system to standardize credit card, electronic funds transfer, debit card and electronic check processing. The system shall be designed to distribute revenue from online transactions back to State agencies and to interface with the State's financial accounting system. The State will provide transaction reporting instructions approved by the State Treasurer's Office to the Offeror. The Offeror shall follow all such instructions to verify transaction volumes, deposits and applicable Offeror billings. The Offeror shall be financially responsible for all overcharges and mischarges that occur as a result of

contract application errors and/or omissions. Any overcharges/mischarges must be itemized on the Offeror's monthly invoice and deducted from the balance due.

- 2.5.12 Agencies requesting services to be delivered will define the business requirements of the service, identify whether the service would be a premium service, identify any constraints (e.g., must be free to the Customer, could have a convenience fee, etc.), and estimate service volumes. The Offeror will review the requirements and provide the agency a proposal for electronic delivery that includes any fee that may be required to deliver the service. If the agency accepts the Offeror's proposal, the agency will present the proposal to the appropriate State management and/or governance for review, prioritization, and approval.

2.6 Self-Supporting Business Model

- 2.6.1 It is the State's intention that eGovernment projects be financially self-supporting. The Offeror shall fund all up-front and ongoing investment and operational costs. The Offeror will be paid for services delivered by State eGovernment applications, based upon established procedures established by DoIT.
- 2.6.2 The Offeror, in conjunction with the State, will define and propose the best possible funding mechanism for each eGovernment application. The State may elect not to charge the Customer a convenience fee and may choose to pay transaction fees out of any State cost savings for conducting the transaction electronically. Premium Services may be funded by charging the Customer on a per transaction basis and/or a subscription basis.
- 2.6.3 The Offeror shall, in coordination with the State, develop and market new eGovernment solutions. As new revenue sources are identified, additional funds may be available to enhance eGovernment services.
- 2.6.4 The Offeror will be paid for services based on the funding model agreed to for each application or service. The five service models identified below are required.

Transaction Cost Service	Service is provided at no cost to the customer. Agency requesting the service will be billed by the contractor for each transaction.
Convenience Fee Service	Service is provided as a direct charge to the customer.
Premium Cost Service	Service is offered to the State’s customers in the form of subscriptions or other services as a direct charge to the customer and without cost to the agency or to the State. Fees are assessed on an estimated number of transactions per month, quarter or year, and billed directly to the customer in advance.
Free Services	Service is provided at no cost to the State. Contractor provides services from the proceeds of premium services. The contractor will provide a minimum of one free service for each premium service available.
Consulting Services	Service is provided via fixed cost or time and materials with proposed labor rates.

2.7 General Design Requirements

- 2.7.1 The State intends that eGovernment applications will be used by Customers as a location for information dissemination and electronically delivered services that will facilitate their respective relationships with the State. Design shall answer the needs of its Customers by designing the eGovernment application from the customer perspective. Customers will naturally approach the use of eGovernment services from a number of different perspectives. The design shall enable a variety of approaches and respond with a number of methods for searching and linking information and services. A consistent user interface will be a critical factor in the success of these applications within the Customer communities.
- 2.7.2 The eGovernment applications shall convey a true sense of security and privacy to its customers. Customers will, at times, transfer private and personal information through the Internet by means of using the State’s eGovernment services. The eGovernment applications shall be designed to protect this personal and private information. For Customers who cannot see the behind-the-scenes efforts to protect data, the eGovernment applications shall be designed to communicate the level of security and privacy that is being used.
- 2.7.3 The overall design shall be constructed to accommodate the rapidly changing world of information technology, eGovernment, and wide-scale growth. Designs

shall allow for flexibility in incorporating new capabilities for eGovernment that come along with future advances in technology. Customers will become accustomed to the new advances and features available on commercial Internet pages and come to expect the same from their State eGovernment sites.

- 2.7.4 The Offeror shall make the eGovernment applications accessible via popular web browsers, current and prior versions (e.g., Microsoft's Internet Explorer, Mozilla Firefox, Chrome, Opera, Safari, etc.).
- 2.7.5 The eGovernment applications shall be designed universal or alternative access methods to accommodate accessing the Internet via various devices. Personal hand-held devices, IVR, kiosks, cell phones, wireless access protocol (WAP) devices, and WebTV are among the different ways in which the general public is able to access the Internet without the use of a traditional web browser. Not all of these access devices will be able to accommodate the same level of display, communication and other programming capabilities that could be accessible on the Internet through a standard Internet browser. The Offeror shall address how it will approach providing the same basic functionality being delivered over these different methods of access.
- 2.7.6 Notification of New or Changed Services. The Offeror shall describe its approach to notifying customers, and particularly premium service subscribers, of new services or changes in service (e.g., targeted e-mails, web page banners, etc.).
- 2.7.7 Multi-Language. The State may require certain eGovernment applications, services or features, thereof, to be offered in languages other than English. The Offeror shall address how multi-language issues will be handled.

2.8 eGovernment Services

The Offeror shall provide basic services that will assist the State of Maryland in the development, implementation, delivery and marketing of effective eGovernment applications.

2.8.1 On-line Services and Premium Services

The State desires to implement numerous on-line service applications. Many of these applications will provide services and information at no cost to the Customer, beyond the existing fee structure for the service, while some services may be offered for an additional fee to the Customer.

2.8.2 The State requires the following four models of services:

- Offeror to provide eGovernment application and merchant services
- Offeror to provide merchant services only

- Offeror to provide eGovernment application services only
 - Offeror to provide eGovernment "premium services"
- 2.8.3 Some services may be provided without cost to the Customer, with the agency assuming all associated costs. This type of service is generally referred to as "transaction cost service" that is billed by the Offeror directly to the agency.
- 2.8.4 Some services may be provided without cost to the agency, with the Customer assuming all associated costs.
- 2.8.5 Some applications may add significant value for the Customer and may be offered as "premium services." A Customer that gains significant value from the accessibility of information electronically in the timeframe that meets his needs would primarily use premium services. Premium services will be offered for a transaction and/or subscription fee to be determined individually. Premium services shall be provided on demand as an agency defines a specific service requirement that may be applicable to this model. The Offeror shall provide premium services under the terms of the Master Contract as part of the "self-funded" model.
- 2.8.6 The State also recognizes the distinction between web-based solutions that include (IVR) capability and those that do not. The combined use of a web-based application and IVR will be optional depending on the agency's specific requirements.
- 2.8.7 Merchant Services

The Offeror shall perform the payment processing for eGovernment services as required by the State. After confirming that a typical on-line business transaction can be completed (e.g., an applicant is eligible to renew a license), the Customer shall be given the option to make an on-line payment. The Offeror shall capture relevant credit card, debit card, direct debit or other payment information and accounting information to ensure that payment transactions can be properly recorded and reconciled in the appropriate State financial system.

For a payment transaction, on-line authorization shall be obtained by the payment system. When the authorization request from the payment processor is successful, the payment system shall provide confirmation to the Customer that the transaction has been processed. Until the Customer initiates payment authorization, the Customer shall have the ability to cancel the process.

The Offeror shall compensate for the use of accelerators by some ISPs to ensure that the Customers of eGovernment applications are not charged multiple times for a single use of an application.

The Offeror shall provide for card acceptance, presentation, authorization, and the management of refunds, credits, and returns. The Offeror shall use file formats with appropriate security and user interfaces regarding electronic

transactions through the portal. State fees collected via the application shall be remitted directly to the appropriate State designated fund or account. Transaction fees may be withheld prior to remittance to the State. Convenience fees may be collected as part of the authorized payment from the customer and will be withheld prior to remittance to the State.

The Offeror shall provide an on-line Premium Subscriber Billing System for premium service subscribers. Subscribers shall be able to access and review their invoices on-line. The State will define to the Offeror the accounting information, credit terms and processing cycle for this billing process. Online payment of subscribers' fees shall be processed similar to convenience fees.

Agency accounts shall be established to allow reconciliation by the agency into the appropriate State designated fund or account.

The Offeror shall be financially responsible for all overcharges, undercharges and mischarges that occur as a result of eGovernment application errors or omissions. The Offeror shall describe its processes for identifying, correcting, adjusting, reconciling and reporting any overcharges, undercharges or mischarges between the Offeror and the Customer and the Offeror and the State.

2.8.8 Communications and Marketing

The Offeror shall provide experienced marketing, communications and business development resources as part of the self-funded model, at no cost to the State, to design and implement a marketing and communications plan. The plan shall incorporate Social Media channels. The plan will outline ways to create awareness, build support and accelerate the interest and use of online services as well as the visibility of Maryland.gov as a primary delivery channel for those services. Work in this functional area includes guiding the State's presence in the various social media channels and multi-media information. The plan shall contain specific strategies and tactics, with anticipated measureable outcomes (e.g., numbers of new users or new transactions per unit time) and specific implementation timelines.

The Offeror shall describe its approach to partnering with government, community and private organizations to extensively promote electronic government self-service applications. The Offeror shall describe how marketing strategies will be used to build and measure end-user traffic to Maryland.gov to assure the broadest possible use of these services.

Examples of Potential Services:

- Marketing and publicity associated with the implementation of new online services to include notification through e-mails, web banners or other collateral materials, Public Service Announcements, etc.

- Web 2.0 Technology such as blogs, wikis, video, social networking sites, widgets and mashups.
- Usage Statistics and Analytics -- The Offeror shall provide software tools and reports that analyze customer and citizen demand for products and measure adoption rates and customer satisfaction with online services. The Offeror shall continually evaluate and highlight customer interest, demand and satisfaction as the drivers and measures of success for visibility of Maryland.gov and affiliated State agencies.

2.8.9 Consulting Services

State agencies may have a need for assistance in designing web pages, publishing content or developing the back-end processes to support the service delivery application. The Offeror may be paid on an hourly rate for designated WO Requests. The hourly rate must be an all-inclusive, fully burdened rate that includes, labor, per diem, travel, overhead and any other costs related to the service. The consulting classification skills that may be needed are defined in Attachment J – Labor Categories.

It is not the intent of the State to use the Master Contract for general consulting services required by the State in the technology area. Rather, it is the State's intent to provide a capability for services to be provided when they are directly related to eGovernment projects and needed to support the goals and objectives of the State's eGovernment development and operation.

The Offeror shall provide a catalog, if available, of online service applications developed for other States that could be adapted for use by the State of Maryland.

The Offeror shall describe the approach, tools, methodology and experience that will be used to ensure non-visual accessibility of all online services developed under this contract. This includes ways to incorporate the use of universal accessibility within design, communication methods, navigation, and technology to remove access barriers and to accommodate the needs of all users and use of emerging tools. See Section 1.29 Non-Visual Access.

2.8.10 Customer Service

At no cost to the Customer or the State, the Master Contractor shall provide for customer service help to users of the State's eGovernment.

The first contact point for customer service shall be the Master Contractor. The Master Contractor shall resolve all issues related to usage, navigation, applications, or customer problems regarding an eGovernment application. Any issues regarding the back-end processing of State applications or State maintained web pages would be forwarded to the help facility within the appropriate agency.

The Offeror shall describe how the following customer service areas will be addressed:

Telephone and e-mail support shall be available 24 hours per day, 365 days per year. This support shall be offered to all Customers without charge. The Offeror's proposal shall provide a plan to provide telephone and e-mail support for Customers including specific metrics related to staffing, response time to phone calls and e-mails and resolution time for typical inquiries and other issues. The Offeror shall also include a description of how customer support will be integrated into the design of the application itself.

A record of telephone calls and e-mail questions and their disposition may be requested by the State CM for review.

Telephone and e-mail support requirements include the following:

Logging of customer telephone calls and e-mails to ensure inquiries are properly addressed in a timely fashion.

Review of telephone calls and e-mail logs to identify and rectify frequent inquiries.

Reporting of telephone calls and e-mail logs to the State on an agreed upon schedule and manner. This includes various reports that will help the State identify customer issues.

On-line Help Information and References (e.g., icons, directories, tutorials, for its services to customers). The proposal shall describe how the customers would access and use this information.

The Offeror shall use Customer Relations Management (CRM) tools to track interactions and patterns of interactions between customers and the State's web portal. The Offeror will analyze this data and develop features and services that will enhance the customer experience, increase portal utilization and encourage repeat business. The proposal shall describe the Offeror's CRM processes.

The Offeror shall periodically conduct customer satisfaction surveys for the purpose of determining the level of use, acceptance, and ease of use of the eGovernment portal and agency eGovernment applications. The Offeror shall, at agreed upon intervals, report to the State on how the issues identified in customer surveys are being addressed. Each agency eGovernment application shall include on-line customer satisfaction surveys as one of its features. The proposal shall describe the Offeror's customer survey plan.

The Offeror shall provide on-site training, as required, for State personnel on the implementation, initiation, maintenance, monitoring, management and administration of every service developed and implemented under this contract at no cost to the State.

2.9 *Hosting and Managed Services*

- 2.9.1 The Offeror shall host the State's eGovernment application environment at no cost to the State. The Offeror will be responsible for the acquisition and operation of all hardware, software and network support related to the eGovernment applications. The Offeror shall ensure that the eGovernment application environment is used primarily to meet the objectives set forth by the State of Maryland in this RFP. The technical and professional activities required for establishing, managing, and maintaining the State's eGovernment applications are the responsibilities of the Offeror. The eGovernment applications must be available on a 24 hours per day, 365 days per year basis, providing around-the-clock service to customers as defined in Section 2.19 Service Level Agreements.
- 2.9.2 The web portal hosting site environment shall include redundant power, fire suppression, and 24 hours per day, 365 days per year on-site security. The hosting environment shall include redundant Internet connectivity, redundant firewalls, Virtual Private Network (VPN) services through an industry recognized VPN solution such as Cisco VPN concentrator or Checkpoint VPN-1, remote access via methods such as secure shell (SSH) and desktop VPN clients, fault tolerant internal network with gigabit Ethernet backbone, clustered central file and database servers, load balanced, application, and web servers, hardware, accelerator, three tier development environment, nightly backups, and 24x365 monitoring of all services and servers.
- 2.9.3 The Offeror shall provide a comprehensive staffing profile that outlines Offeror staff, roles and responsibilities and skill sets available to assist the State in identified service areas.
- 2.9.4 The Offeror shall assume hosting the State's existing software platforms, hardware infrastructure and offer a variety of shared services for web-based applications. This includes common software solutions as well as hosting at a State-owned data center to hosting on equipment owned and operated by the Offeror or cloud computing services. Hosting includes comprehensive support for managed services such as planning, analysis, troubleshooting, integration, acquisition, installation, operations, maintenance, training, documentation, and administration services.
- 2.9.5 The Offeror shall provide scalable security solutions for web and Internet services at the network and application level such as secure sockets layer certificates, user authentication and single sign on (SSO), application firewalls, intrusion detection system (IDS) monitoring, public key infrastructure (PKI) and digital signatures. The Offeror shall submit a narrative response and diagram explaining the various elements of the network security architecture of their solution(s) including authentication options, privacy, backup and disaster recovery systems.

- 2.9.6 The Offeror shall ensure that personal and private information held in State government custody and used in projects within the scope of this RFP is neither compromised nor inadvertently exposed. This includes established processes and procedures to ensure that confidential information cannot be accessed by unauthorized individuals.
- 2.9.7 The Offeror shall be responsible for all costs associated with the acquisition and maintenance of the hardware and software, as well as any telecommunications connections between the Offeror's and State's computing environments in support of centralized operations or direct support of an agency's eGovernment application.
- 2.9.8 If the Offeror chooses to use leased line connections, these connections shall be protected by a network security firewall. If the Offeror proposes to use any public untrusted medium (e.g., the Internet), the Offeror shall build and maintain a secure VPN. The Offeror must describe in detail the firewall and VPN design.
- 2.9.9 For additional security requirements see Section 2.17 – Security and Authentication Services.

2.10 Reports

- 2.10.1 Contract Compliance Reporting will be required.
- Such reports are required in order for the State to understand how eGovernment services and data are being accessed, what services and data are being accessed, and how services and data need to be organized to more effectively meet the needs of the public.
- 2.10.2 The Offeror shall include a description of the approach to providing such information. The State will determine the frequency and the timeframe of the required reports.
- 2.10.3 Utilization Reports: Among items that are required, but not limited to, in management reporting are:
- Number of business/services transactions by application and in total for the state.
 - Number of visits to the State's and each agency's eGovernment website.
 - Number of visits to Premium Services by application.
 - Number and types of forms/reports requested by customers.
 - Number of subscribers by type and the number of transactions each subscriber makes per application.

- Customer feedback and on-line survey reports, including requests for future services.

2.10.4 Financial Statements. Reports of the above information may also be required by each eGovernment agency. See Section 2.13 Financial Reports and Auditing.

2.10.5 Customer Satisfaction and Adoption Rate Reports are two major areas to be assessed and measured. Quantitative measures for evaluating the success of eGovernment applications are required. The measures to address include, at a minimum, the following items:

Customer Satisfaction:

The implementation of electronic delivery seeks to enable business with government to be more effective and efficient in the following ways:

- easily locate information
- conduct business transactions
- availability of services around the clock

State Adoption of eGovernment Services

- The goal is to obtain a high percentage of participation from customers.
- The Offeror shall describe metrics they would propose be developed to capture and calculate data to support measurement of eGovernment success. The State will work with the Offeror on finalizing measurement criteria to ensure the results can be measured.

2.10.6 MBE Reporting. The Offeror shall provide the State CM with the required MBE reports as required in Attachment D.

2.10.7 Contract Management Oversight Activities Reporting

DoIT will be performing contract management oversight on the Self-Funded eGovernment Master Contract. As part of that oversight, the Master Contractor may be required to submit, on a periodic basis, contract documentation including invoices, status reports, MBE utilization and payment information and other artifacts called for in the contract. These will be collected by DoIT contract management oversight staff who will then meet with Master Contractor contract management personnel as needed to clarify or discuss any findings. If anomalies or issues are discovered in the contract documentation or during the follow-up meeting, a corrective action plan (CAP) will be generated by DoIT and issued to the Master Contractor, detailing the

necessary steps and timeframe to mitigate those issues.

Further, the Master Contractor shall comply with oversight requirements as specified in a WO Agreement.

2.10.8 Specialized Reporting

The State may request additional or specialized reports as part of any WO Request.

2.11 Process Improvement

The Offeror will suggest business processes and work flow can be improved and streamlined by integrating and deploying them as web applications, and in fostering partnering and cooperation among agencies that deliver services via the Internet.

The Offeror shall describe proposed processes and plans as an ongoing service to the State for:

- Locating and re-structuring duplicate or redundant information, data, and services that are being delivered to overlapping customer bases.
- Combining information into a single system to improve customer service and raise program efficiency.
- Fostering a high degree of partnering among agencies and between government entities.
- Conducting executive and management education programs to disseminate information on innovative ways to use the Internet to deliver government services.
- Facilitating the establishment and management of agency and Offeror partnerships that would plan and develop on-line services.

2.12 Organization and Staffing

2.12.1 The Offeror shall provide an organization chart reflecting the proposed staffing required to fully execute the State's eGovernment initiatives. A comprehensive staffing plan shall outline Offeror staff responsibilities and office locations necessary to develop eGovernment applications, manage and market the eGovernment environment. The Offeror shall establish a permanent office located in or near Annapolis, MD, and shall be properly registered to conduct business in the State of Maryland.

- 2.12.2 State government staff will be responsible for all updating of State data production systems. State staff will assist the Offeror in planning and testing all communication connections to State sites. If additional State government staff assistance is expected for eGovernment activity, that assistance shall be specified in a WO proposal delivered to the State, specifically by role and involvement.
- 2.12.3 The Offeror and all of Offeror's strategic business partners are required to adhere to and sign all applicable State policies related to technology use and security.
- 2.12.4 The Offeror shall identify all of its strategic business partners who will be involved in any eGovernment application development and/or operations.
- 2.12.5 The Offeror will be solely and exclusively responsible for the hiring, firing, recruiting, managing, and training of its employees and subcontractors. The Offeror shall agree to undertake such background checks and other procedures reasonably requested by the State. The State shall have the right at any time to require that the Offeror remove from interaction with State any Offerors representative who the State believes is detrimental to its working relationship with the Offeror. The State will provide the Offeror with notice of its determination, and the reasons it requests the removal. If the State signifies that a potential security violation exists with respect to the request, the Offeror shall immediately remove such individual. The Offeror shall not assign the person to any aspect of the contract or future work orders without the State's consent.

2.13 Financial Reporting and Auditing

- 2.13.1 The Offeror shall provide to the State monthly income statements, cash flow statements and other reports reasonably requested by the State regarding the operation of the State's eGovernment services. The Offeror shall also provide quarterly financial statements (unaudited, but presented in accordance with Generally Accepted Accounting Practices ("GAAP")) and annual audited financial statements of the Offeror showing revenues of all eGovernment activities related to this Master Contract, and demonstrating that the Offeror has maintained positive net worth and such additional capital and liquidity as are reasonably adequate for the continued operation of the portal initiative. In addition, the Offeror shall provide to the State either
 - (a) a copy of its annual audit or
 - (b) a summary of any audit findings that affect the Maryland operation.
- 2.13.2 A Certified Public Accountant (CPA) licensed in the State of Maryland will perform any such audit. The CPA will be approved by the State CM.

- 2.13.3 The Offeror shall agree to participate and make changes in conjunction with any State mandated audit.
- 2.13.4 To the extent the audit report discloses any discrepancies in the Offeror's charges, billings or financial records, the Offeror shall adjust the next regular payment to the State and appropriate agency as soon as reasonably possible, but not to exceed ninety (90) calendar days.
- 2.13.5 The Offeror's accounting system shall include a numbered chart of accounts, books of original entry of all transactions, appropriate subsidiary ledgers, a general ledger that includes to-date postings and an audit trail through financial statements. The Offeror shall use the State fiscal year ending June 30 for reporting purposes as noted above.

2.14 General Requirements

- 2.14.1 Based on the requirements of individual WO Requests, the following applies:
- 2.14.2 Hardware (Equipment), Software and Data
- 2.14.3 Equipment and COTS Software
- 2.14.4 Any material provided by the Master Contractor shall only be approved at cost. No additional fees or markups shall be allowed. The Master Contractor shall provide all invoices for material (see procedure in Section 2.24).
- 2.14.5 In responding to any WO Request for which the Master Contractor proposes the purchase of any equipment and/or COTS software in its WO Proposal, the Master Contractor shall specifically identify in its WO Proposal the brand name, model, and other specifics of each different piece of equipment and/or COTS software proposed for use by the State, the quantity needed and the actual cost for which it will provide the equipment and/or COTS software.

By responding to this RFP and accepting a Master Contract award, the Master Contractor specifically agrees that for any equipment and/or COTS software that it proposes for use by the State in response to a WO Request, the State will have the right to purchase the proposed equipment and/or COTS software from another source, instead of from the selected Master Contractor

If the State chooses to purchase any equipment or COTS software from a source other than the Master Contractor, provided the State purchases the same equipment or COTS software as proposed by the Master Contractor in its WO Proposal, the Master Contractor must agree to accept the equipment and/or COTS software provided by the State and shall integrate it with its service delivery the same as if the Master Contractor had provided the

equipment and/or COTS software itself. Barring conclusive evidence of faulty installation or the installation of substandard or defective equipment and/or COTS software by another party, including the State, the Master Contractor may not use the fact that it did not directly provide the equipment and/or COTS software as an excuse for non-performance of any deliverable under a WO Agreement.

2.14.6 Custom Software Deliverables

The State shall own all right, title and interest in and to all Customer Software Deliverables and all intellectual property rights subsisting therein. "Custom Software Deliverables" means all computer programs and software and all related documentation provided to the State pursuant to this RFP, the Master Contract, and any Work Order Agreement. Custom Software Deliverables includes, but is not limited to, application modules developed to integrate with a COTS; maintenance updates and bug fixes; configuration files; all related documentation describing the procedures for building, compiling and installing the software, including names and versions of the development tools; all software design information (e.g., module names and functionality); and user instructions. Custom Software Deliverables excludes any third party intellectual property.

2.14.7 Immediately upon a Master Contractor's voluntary or involuntary filing of bankruptcy or any other insolvency proceeding, Master Contractor's dissolution, Master Contractor's merger with or acquisition by another company or contractor's discontinuance of support of any software or system, the Master Contractor shall deliver to the State (except to the extent previously provided to the State) all completed and in-process (regardless of form) Custom Software Deliverables and all third party intellectual property in accordance with Section 2.14.6.

2.14.8 Source Code

Pursuant to the provision of the Custom Software Deliverables by the Master Contractor, the Master Contractor shall provide to the State on such media and in such form as designated by the State (i) the source code version of the software components of the Custom Software Deliverables; (ii) the object code version of the software components of third party intellectual property; (iii) all non-software components of the Custom Software Deliverables and third party intellectual property; and (iv) the deliverables in any other format or condition as may be set forth in the applicable WO Agreement.

With the State's prior approval, the Master Contractor may deliver two copies of each software source code and software source code documentation to a State-approved escrow agent. The Master Contractor shall cause the escrow agent to place the software source code in the escrow agent's vaulted location

that is located in the Baltimore/Washington area of Maryland that is acceptable to the State. Two copies of the source code shall be stored on compact discs or other media designated by the State in a format acceptable to the State, and shall be easily readable and understandable by functional analysts and technical personnel with the skill set for that type of component, subcomponent, or software code.

The Master Contractor shall provide the following:

- Name, address, and telephone number of the third party who acts as escrow agent;
- Source code escrow procedures;
- Name, address, telephone number of party who audits escrow account;
- Frequency of updates and maintenance of source code at escrow agent; and
- Description of licensing arrangements and associated costs.

The State shall have the right to audit the software source code and corresponding software source code documentation for each software product that comprises the solution as represented by the WO 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 codes.

2.14.9 Unless otherwise identified as Licensed Data (as defined below) in a WO Agreement, the State shall own all right, title and interest in and to all data, databases and all derived data products (and all intellectual property rights subsisting therein) created, collected, manipulated, or directly purchased as part of a WO Agreement (“State Data”). The purchasing State agency is considered the custodian of the State Data and shall determine the use, access, distribution and other conditions based on appropriate State and federal statutes and regulations. Licensed and/or copyrighted data from third parties that are identified in the WO Agreement shall be governed by the terms and conditions identified in the applicable WO Agreement.

2.14.10 Financial Accounting Solutions

The Master Contractor shall ensure that any financial accounting for fixed and capital assets or assets management performed under any WO Agreement, shall comply with Government Accounting Standards Board Statement No. 34 (GASB 34). See applicable accounting principles at:

www.gasb.org/repmoel/index.html and [Comptroller’s General Accounting Division manual](#).

2.15 Applications Development Framework

2.15.1 The Offeror shall describe its application development methodology. This description should include, but not be limited to, major project phases, project management processes, lists and descriptions of the project deliverables to be produced. The Offeror must identify all checkpoints within their methodology where State acceptance/signoff is required. In addition, the Offeror must explain how each of the following processes will be performed and what role the State would have in the process:

- **Software Quality Assurance** – review and audit of software products and activities to verify compliance with applicable procedures and standards (identify types of established procedures and standards).
- **System testing** – testing conducted to review product code for accuracy of processing as well as accuracy of operation.
- **Acceptance testing verification and validation** - verification that a product meets the specifications and validation that the product meets the customer's needs.
- **Risk Management** - identification, analysis and prioritization of risks with associated plans to eliminate or mitigate those risks.
- **Application Maintenance** – general updates to a system including service packs and upgrades.

2.15.2 Project Management

The Offeror shall describe its project management and execution methodology that delineates how the Offeror will manage the specific work orders and projects under this Master Contract. For WO Requests that require significant information technology systems development, the State has governing policies and processes contained within the Maryland Systems Development Life Cycle (see www.doit.maryland.gov search: SDLC).

The Offeror shall comprehensively narrate how it will manage hosting and WO Agreements while ensuring completion of the scope of services, and accomplishing the required objectives. The Offeror shall produce a project schedule for all WO Agreements, projects and tasks estimated to be greater than 3 months in duration. The work breakdown structure shall be constructed with sufficient granularity as to facilitate tracking activities on a bi-weekly basis (e.g., activities must have durations less than or equal to 80 hours). The State or agency may review and adjust the installation and implementation schedule in coordination with the Offeror.

The Offeror's WO Proposal must provide the following in response to each WO Requests:

- A project plan for implementation and ongoing support of the project. Staffing and timelines for each WO Agreement will be included in the plan. The following phases will be addressed:
- Initialization of project
- System hardware and software implementation
- Agency application development and implementation
- On-going operations

Other WO Proposal requirements include:

- The approximate length of time required after WO Agreement award date, before services could be operational.
- Definition of the timeframes for each implementation activity and requirement to be fulfilled.
- A proposed installation schedule that identifies complete installation of all Offeror services.
- Definition of any dependent services that would be the responsibility of the State and the timeframe.

2.15.3 Pilot Testing

Before final acceptance of an eGovernment Service, the Offeror shall provide a pilot implementation of the service in order for the State to test the proposed service compliance with interfaces, policies and other services. The testing period shall be decided by the State and the Offeror on a per WO Agreement basis. Transaction fees will be applied when the eGovernment service is placed in production.

2.15.4 Integration with Existing Systems

Integration with legacy systems is critical to the success of the State's efforts to provide web access to government services and information. There are two areas of interface to address: data editing and updating legacy data.

1) Data Editing

The decision to use off-line or on-line transaction verification processing will be determined for each application based upon documented factors related to the impact to existing application processing, protection of data, and changes required for legacy systems. The agencies, in consultation with the Offeror, will determine the most appropriate method of data editing.

2) Updating Legacy Data

The State is responsible for all production database updates. The State, in consultation with the Offeror, will determine the most appropriate interface from which updates can occur. The update format may be batch data entry record format or an on-line transaction that will be processed by the legacy update application or some other method acceptable to the State. The Offeror will not manage or host legacy databases and data sets that support legacy applications.

2.15.5 Shared Applications

It is assumed that a number of core applications will be shared by some applications that are developed for the State. The Offeror shall detail the advantages of building or acquiring core modules that can be reused by all on-line applications:

- security and authentication services
- issuance of confirmation
- management, storage, and presentation of on-line forms
- search engine services
- on-line help and customer service capabilities
- receipt of electronic revenues
- encryption services
- on-line publication services
- connectivity services
- interfaces and protocols for integrating with back-end systems shopping cart

2.15.6 Data Repository

The Offeror shall describe how it would provide for the storage and management of data that is being utilized to provide services to the public. This requirement includes provision for backup copies of the data, so that reconstruction of lost data does not involve the use of original data sets.

2.15.7 Network Topology

In order to provide for adequate network performance, the engineering of network connections between the Offeror's data center(s) and servers, the

State data center(s) and servers, and their respective Internet Service Providers (ISPs) need to be understood. The Offeror shall describe how the data center(s) and/or servers will connect to its Internet Service Providers and how the connection will be established between the Offeror's data center(s) and servers and the State data center(s) and servers. The Offeror must address, to the extent possible, how the Offeror's facilities and ISP connections will be engineered to maximize end-to-end performance and minimize the number of router hops in reaching both the Internet backbone and the State's ISP.

2.15.8 State Technical and Architectural Standards

Compatibility and consistency with the State's technical architecture will minimize potential problem areas relative to interfacing with legacy state systems.

The Offeror shall describe its current web development strategy, tools used in support of existing Internet site projects, and future plans for web development tools.

The Offeror shall provide for any hardware, software or telecommunications costs that may be required to interface the eGovernment applications to State legacy systems.

2.15.9 Software and Documentation Policy

The Offeror shall deposit on a quarterly basis the most recent version of the source code and documentation of all applications under this RFP in an escrow account with a neutral third party mutually agreed to by the Offeror and the State. The cost of the escrow account must be borne by the Offeror. The Offeror shall agree to the following terms associated with all software, except third party licenses, associated with any applications or systems developed under this proposal:

The State shall have the option, upon termination or expiration of the contract awarded under this RFP, in connection with all application and portal software, documentation and source code (whether originally developed by the Offeror or a third party), but not software or documentation created by third parties and purchased by Offeror, together with any software updates or upgrades made by the Offeror over the life of the contract, but excluding third party software, documentation, source code, object code, and updates, to exercise one or more of the following:

- Contract with Offeror for a software license and ongoing support upon mutually agreeable terms and conditions; or

- Select a new Offeror and elect to have new Offeror support all existing systems; or
- Operate all existing systems under a perpetual software license including the transferable interests in any third party software licenses at the end of the contract at no cost to the State.

The Offeror shall allow the State to make additional modifications, upgrades, and enhancements to the software, or to purchase or otherwise acquire such modifications, upgrades, and enhancements, as it sees fit, for the purposes of maintaining and operating all of the current and new applications developed by the Offeror under the terms of the contract.

2.16 Current Environment

For reference purposes, the current environment is described as follows:

2.16.1 The current environment for Maryland.gov includes the following hardware and software components to provide a highly secure, available, reliable and scalable infrastructure to support the 24x7x365 operations of the Portal.

- Microsoft Windows 2003 Server
- Microsoft Internet Information Server (IIS) 6.0
- Microsoft SQL Server 2005 Enterprise Edition
- Microsoft Active Directory Server
- Microsoft Certificate Server
- Microsoft Office SharePoint Server 2007
- Microsoft Windows SharePoint Services
- Webtrends
- ASP.NET
- Symantec Anti Virus
- Avamar Backup Client
- Cisco switches
- F5 load balancers
- Dell/EMC SAN
- Cisco ASA Firewalls/IPS
- Compaq/HP web servers

- Google Search Appliances
 - ILO/KVM
- 2.16.2 The production environment of the Maryland.gov Portal is hosted at the University of Maryland College Park Datacenter. networkMaryland™ provides redundant connectivity to the Internet (1 Mbps burstable to 10 Mbps). A remote backup solution as well as network and security monitoring including IDS/IPS is handled via out-of-band service and VPN connections.
- 2.16.3 Application maintenance is performed from a remote site using secure Internet protocols and network configurations. Content management and administration is performed remotely by DoIT via a VPN connection that is established between the DoIT site in Annapolis and the production environment.
- 2.16.4 A schema and inventory of all Maryland.Gov hardware and network equipment will be available in a reading room at DoIT in Annapolis, MD.
- 2.16.5 The customized Microsoft Office SharePoint Services (MOSS) software and the Google Search Appliances are core software applications and development platforms. SharePoint manages sites based on Microsoft's three-stage topology, with authoring, staging, and production farms. Google software provides search capabilities through tight integration with the SharePoint and crawler technology.

2.17 Security and Authentication Services

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

The Offeror shall:

- 1) Ensure that State information is protected with reasonable security measures.
- 2) Promote and maintain among the Offeror's employees and agents an awareness of the security needs of the State's information,
- 3) Safeguard the confidentiality of information and the integrity and availability of data while it is created, entered, processed, communicated, transported, disseminated, stored, or disposed of by means of information technology,
- 4) Ensure that appropriate security measures are put in place to protect the Offeror's internal systems from intrusions and other attacks,

whether internal or external, e.g., message interception, tampering, redirection, or repudiation.

2.17.2 The Offeror shall fully describe its approach to security, including but not limited to, the use of firewall hardware and software and how these will be configured its network. The Offeror shall submit a narrative response explaining how its proposal addresses each element of the security infrastructure.

The Offeror shall describe how it would:

- 1) Assure confidentiality of data;
- 2) In transit – provide the ability to execute secure, authenticated, two-way transactions as well as ensuring that all other data is encrypted beyond the reasonable threat of a malicious attack;
- 3) In storage – ensure that confidential data in databases from which public data is being extracted will not be compromised;
- 4) Assure integrity of data – determine how to maintain data integrity and Customers’ confidentiality and privacy; handle legal issues with regard to misuse or fraud and options for resolution;
- 5) Maintain access control – determine method needed to prohibit customers from accessing data or computer facilities unless such access was expressly approved by the State CM;
- 6) Provide authentication – determine how to provide robust authentication services; and
- 7) Provide audit capabilities – implement date-time stamp and an audit trail for identifying all network security breaches and attempted breaches; implement penetration analysis and intrusion detection policies to ensure that the application remains as secure as possible over time.

2.17.3 The Offeror shall provide diagrams that detail its schema for network, server, and transaction security. The State requires data confidentiality, as through the use of a standardized and widely distributed tool such as SSL. The State requires data confidentiality, integrity and non-repudiation of transactions. The State expects the transaction to be protected in transit through the use of either private leased-lines or VPNs. Full audit trails must be maintained for transactions. Access control must also be strictly enforced and audited.

2.17.4 Any and all remote administration of the hardware, operating system, or application software will require the use of strong, dual-factor authentication techniques such as token-based or challenge-response methods.

2.17.5 For payment transactions made through Internet sites, the Offeror shall describe how it will ensure that transaction information is secured through encryption, authentication, and other standard payment card operating procedures to ensure that card information remains secure. The Offeror shall describe how it

will prohibit customers from accessing State data, unless such access is expressly approved by the State. The Offeror shall describe how it will maintain and ensure data integrity and customer confidentiality and privacy.

2.17.6 The security requirements of this section (Section 2.17) shall continue to apply to all State information in the possession of the Offeror after the expiration or cancellation of the Master Contract.

2.17.7 Access Identification and Authorization

Premium service applications and some customer services will need to be accessed by a unique identification code assigned to an individual or entity using the service.

The Offeror shall describe recommended access security options in its proposal.

2.17.8 Privacy and Ownership of Information

Protection of personal privacy must be an integral part of the business activities of the Offeror to ensure that there is no inappropriate use of State information at any time. To this end, the Offeror shall comply with the following conditions:

Personal information obtained by the Offeror will become and remain property of the State.

At no time will any information belonging to or intended for the State be copied, disclosed, or retained by the Offeror or any party related to the Offeror for subsequent use in any transaction that does not include the State.

The Offeror may not use any personal information collected in connection with the Master Contract issued from this proposal for any purpose other than fulfilling the Master Contract.

The State agency that is the designated State Data Custodian of specific data must approve all access to that data. The Offeror does not have any ownership over data at any time. Privacy policies established by governmental agencies or state or federal law must be complied with. Privacy policy statements as may be developed and amended from time to time by the State will be appropriately displayed on agency web pages. In particular, the Offeror must provide sufficient security to protect the data of the State. The Offeror shall work with the State CM to identify the appropriate Data Custodians.

2.17.9 Access to State Computer Networks

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

2.17.10 The Master Contractor shall complete any necessary paperwork for security access to sign on at the State's site if access is granted to the State's LAN/WAN, as directed and coordinated with the State CM or Work Order Manager as deemed appropriate by the State.

2.17.11 Physical Security

At all times at any facility, the Master Contractor's personnel shall ensure cooperation with State site requirements, which includes being prepared to be escorted at all times and providing information for State badging.

Each person who is an employee or agent of the Master Contractor or subcontractor and not in possession of a State badge, shall display his or her company identification badge at all times while on State premises. Upon request of State personnel, each such employee or agent shall provide additional photo identification.

2.17.12 Security Clearances may be required by some State agencies and will be identified as such in the WO Agreement.

- 1) The Master Contractor shall obtain a Criminal Justice Information System (CJIS) State and Federal criminal background check, including fingerprinting, for each individual performing services under a WO Agreement. This check may be performed by a public or private entity. A successful CJIS State criminal background check shall be completed prior to any Master Contractor contracted employee providing services on-site at any location covered by the WO Agreement. A CJIS Federal background check is necessary for each employee assigned to work on the WO Agreement and shall be completed within four (4) months of WO Agreement award date.
- 2) The Master Contractor shall provide certification to the agency that the Master Contractor has completed the required CJIS criminal background checks and that the Master Contractor's employees assigned to this the WO Agreement have successfully passed this check. The State reserves the right to refuse any individual employee to work on State premises, based upon certain specified criminal convictions, as specified by the State.
- 3) The CJIS criminal record check of each employee who will work on State premises shall be reviewed by the Master Contractor for convictions of any of the following crimes described in the Annotated Code of Maryland, Criminal Law Article:
 - (a) §§ 6-101 through 6-104, 6-201 through 6-205, 6-409 (various crimes against property);

- (b) any crime within Title 7, Subtitle 1 (various crimes involving theft);
 - (c) §§ 7-301 through 7-303, 7-313 through 7-317 (various crimes involving telecommunications and electronics);
 - (d) §§ 8-201 through 8-302, 8-501 through 8-523 (various crimes involving fraud);
 - (e) (e) §§9-101 through 9-417, 9-601 through 9-604, 9-701 through 9-706.1 (various crimes against public administration); or
 - (f) a crime of violence as defined in CL § 14-101(a).
- 4) An employee of the Master Contractor who has been convicted of a felony or of a crime involving telecommunications and electronics from the above list of crimes shall not be permitted to work on State premises pursuant to this Master Contract; an employee of the Master Contractor who has been convicted within the past five (5) years of a misdemeanor from the above list of crimes shall not be permitted to work on State premises.
- 5) An agency may impose more restrictive conditions regarding the nature of prior criminal convictions that would result in an employee of Master Contractor not being permitted to work on that agency's premises. Upon receipt of an agency's more restrictive conditions regarding criminal convictions, the Master Contractor shall provide an updated certification to that agency regarding the personnel working at or assigned to that agency's premises.

2.17.13 On-site Security Requirement(s) may be required by some State agencies and will be identified as such in the WO Agreement. For all conditions noted below, the Master Contractor's personnel may be barred from entrance or leaving any site until such time that the State conditions and queries are satisfied.

- 1) Any person who is an employee or agent of the Master Contractor or Master Contractor's subcontractor and who enters the premises of a facility under the jurisdiction of the agency may be searched, fingerprinted (for the purpose of a criminal history background check), photographed and required to wear an identification card issued by the agency.
- 2) Further, the Master Contractor, its employees and agents and subcontractors' employees and agents shall not violate Md. Code Ann., Criminal Law Art. Section 9-410 through 9-417 and such other security policies of the agency that controls the facility to which access by the Master Contractor will be necessary. The failure of any of the Master Contractor's or subcontractor's employees or agents to comply with any

provision of the Contract that results from award of this solicitation is sufficient grounds for the State to immediately terminate the Contract for default.

- 3) Some State sites, especially those premises of the Department of Public Safety and Correctional Services, require each person entering the premises to document an inventory items (such as tools and equipment) being brought onto the site, and to submit to a physical search of his or her person. Therefore, the Master Contractor's personnel shall always have available an inventory list of tools being brought onto a site and be prepared to present the inventory list to the State staff or an officer upon arrival for review, as well as present the tools or equipment for inspection. Before leaving the site, the Master Contractor's personnel will again present the inventory list and the tools or equipment for inspection. Upon both entering the site and leaving the site, State staff or a correctional or police officer may search contracted personnel.

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

2.17.14 Audit Functions

The Offeror shall define the parameters of a comprehensive security audit such as SAS 70. The State will review and must approve the comprehensiveness of the proposed security audit. The Offeror shall ensure that the security audit is performed on a quarterly basis. The Offeror shall arrange to have this audit conducted by an unbiased third party at no additional cost to the State. The Offeror shall submit the name and background of the third party auditor in the Proposal to this RFP. The Offeror shall provide the State its plan for correcting or remedying any audit exceptions identified as a result of the security audit within sixty (60) days of completion of the audit. The Offeror shall describe its plan for independent security audits and provide technical specifics relative to those audits.

2.18 Retainage

The State reserves the right to establish retainage for any WO Agreement issued under this Master Contract, provided that no retainage exceeds 20% of the invoiced cost of the WO Agreement. Retainage conditions, including the percentage of retainage, whether retainage is cumulative, and the timeframe(s) and conditions(s) for release of retainage

will be defined in the WO Agreement. Retainage will not be held by the State for any material costs. The Master Contractor shall note the material costs (estimated if necessary) in each WO Proposal.

2.19 Service Level Agreements

- 2.19.1 The State, in conjunction with the selected Offeror, intends to establish Service Level Agreements (SLAs) for the development and on-going operations of eGovernment applications.
- 2.19.2 Given the magnitude and possible scope of the eGovernment Master Contract, it is important that the Offeror and the State enter into a contractual relationship that succinctly defines service level agreements and commitments. It is the intent of this section to specifically define the minimum SLA criteria that is required by the State. The technical requirements that are presented throughout this RFP represent the State's minimum requirements. The Offeror shall detail in the RFP Proposal its understanding of and agreement to comply with the requirements each category, including how the Offeror will comply. The Offeror shall consider carefully the infrastructure and other resources that will be required to meet these SLAs.
- 2.19.3 Monthly diagnostic reports in the categories outlined below will be used to verify and analyze Offeror conformance with the defined service level agreements. The State shall have access to all performance data, in raw and processed form, for the purpose of SLA verification.
- 2.19.4 The RFP Proposal shall describe how the Offeror will measure and report on each performance category below, on at least a monthly basis. Proposed measurement and reporting tools must be described, as well as how the State will receive the reports – e.g. via on-line access, CD-ROM, or other means.
- 1) Enterprise Application Availability
This SLA shall address performance of enterprise application availability. Availability includes the hardware, system software, telecommunications and shared interface applications.
 - 2) Security Management
This SLA shall address performance of security management. Security management includes all the components that make-up the security barriers to the application, data while being transmitted to or through the application and data available to the application. The security barriers may include firewalls, intrusion detection, virus protection, access control, authentication and other mechanism and techniques to ensure the system and data is protected.

- 3) Application Availability
This SLA shall address performance of the individual applications provided by the Offeror where the impact to the customer community is isolated to the specific application and not all other agency applications on the host server.
- 4) Availability
The State's eGovernment applications must be operational and available to customers 24 hours a day, 365 days per year. The only exception will be for pre-defined systems administration and maintenance. Individual applications may be unavailable based on the individual agency legacy application operational schedule. Scheduled downtime must be coordinated with and approved by the State with at least a seven (7) day advance notice prior to performing the scheduled downtime. Scheduled downtime must be scheduled during off-hours. The Offeror must describe its approach and experience on availability and the scheduling of routine maintenance downtime.
- 5) Network and Server Performance Measurement
Monitoring and measuring the end-to-end performance experienced by customers can be facilitated by network management and monitoring tools. Offeror shall describe how it proposes to obtain measurements and report on an ongoing basis on the performance experienced by customers from different locations within the State network. Performance management tools must provide an integrated and time-synched mechanism with which the State and the Offeror can monitor server and network performance of all aspects of the transaction, excluding any client-side performance monitoring. Offeror must include a description of what automated tools will be employed and how on-line access to performance reports will be provided to the State. Also, the Offeror shall describe any use of sub-contractors or outsourced services to perform web site monitoring service functions.
- 6) Disaster Recovery
The Offeror shall establish and maintain an alternative processing arrangement adequate to resume within 24 hours the application's processing services provided under the Contract, in the event the agency site or equipment is unavailable due to human error, equipment failure, man-made or natural disaster. Offeror shall describe in detail its approach for alternative processing arrangements; identify its alternative processing site; and its disaster recovery testing cycle.

- 7) Performance Monitoring and Problem Resolution
 The Offeror shall describe its plans for performance monitoring and problem resolution. The Offeror shall describe procedures to be included for interfacing and consulting with hardware and software suppliers to identify and correct problems. The Offeror shall perform maintenance at times that will not adversely impact daily operations. The Offeror shall coordinate maintenance schedules and procedures based on the State’s requirements. Offeror's plans for regularly performing normal and preventive software maintenance must be included in the proposal.

2.19.5 The Offeror shall address system issues relating to software, hardware, network, IDS/IPS and backup services according to predefined service levels as delineated below. The State has the authority to establish and modify the priorities.

Level	Category	Description	Service Level
Priority 1	Severe Problem	A service, access, functionality is unavailable and no readily available alternative solution or workaround exists for established service levels	Notification to the State CM within 10 minutes; resolution within 30 minutes (24 hours a day, 365 days per year)
Priority 2	Severe Problem	A service, access, functionality is unavailable but a readily available alternative solution or workaround does exist	Notification to the State CM within 30 minutes; work towards resolution within 2 hours (24 hours a day, 365 days per year)
Priority 3	Isolated Problem Degraded Performance Change Management Configuration Control	Limited to a few users; degraded application functionality, change management, configuration control	Notification to the State CM within 3 business days; work towards resolution (Monday through Friday, excluding State of Maryland holidays)

2.20 Experience and Abilities

2.20.1 The Offeror shall identify the names of at least five customers similar to the State of Maryland currently using the services of the Offeror in the types of services required by this RFP. The service must have been implemented and operational for a minimum period of two calendar years. At least two of the references must be states in which the Offeror also maintains and supports the state’s main eGovernment portal. A name, title, address, telephone number and e-mail address must be provided for a person to contact regarding the services proposal.

- 2.20.2 Proposals that fail to provide complete reference information will be deemed not susceptible to award.
- 2.20.3 The Offeror shall describe the experience of its organization to develop and maintain enterprise-level eGovernment service of the size and scope that will be required to support the State of Maryland. The Offeror shall show experience and abilities in the following:
- 1) Ability to provide a prompt implementation of eGovernment solutions.
 - 2) Prior eGovernment development and implementation experience.
Descriptions must include examples showing the Offeror's performance on other state eGovernment applications. Information provided about other eGovernment applications sites must include number of web hits, number of transactions processed, number of registered or premium users/subscribers.
 - 3) Experience in delivering state government-oriented applications that can be easily customized. Such applications may include, but not be limited to: professional licenses renewals, environmental licenses and permits, Medicaid eligibility, search on corporate filings, income ax payments, State archive information.
 - 4) Experience with technical architecture compatible to the State's current technical architecture.

2.21 Governance and Work Order Process

2.21.1 Required Project Policies, Guidelines and Methodologies

- 1) The Offeror shall stay informed of and comply with all applicable federal, State and local laws, regulations, ordinances, policies, standards and guidelines affecting information technology projects applicable to its activities and obligations under this Contract, as those laws, policies, standards and guidelines may be amended from time to time, and it shall obtain and maintain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract. It is the responsibility of the Offeror to ensure adherence and to remain abreast of new or revised laws, regulations, policies, standards and guidelines affecting project execution. The following policies, guidelines and methodologies can be found at <http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx> under "Policies and Guidance." These may include, but are not limited to:
 - The State's System Development Life Cycle (SDLC) methodology;

- The State Information Technology Security Policy and Standards;
 - The State Information Technology Project Oversight;
 - The State of Maryland Enterprise Architecture.
 - The Statewide Branding Guidelines
(<http://doit.maryland.gov/webcom>)
- 2) The Offeror shall follow the project management methodologies that are consistent with the Project Management Institute's (PMI) Project Management Body of Knowledge (PMBOK) Guide. Offeror's staff and subcontractors are to follow a consistent methodology for all Work Order activities.
- 3) When the work required via a WO Agreement is deemed by the State to meet the criteria of a [Major IT Development Project](#), the Offeror shall be subject to oversight reporting requirements established by the DoIT Oversight Methodology (www.doit.maryland.gov, search: project oversight).
- a. The Offeror shall apply a structured methodology to identify, evaluate, and select hardware, software, and services (e.g., telecommunications services, Internet access services, software maintenance) to meet specific requirements and when warranted, adjusting the methodology, including prototypes and pilots, to mitigate risk. This shall include, but not be limited to providing recommendations and assessments for all systems and technologies in areas such as the following:
- i. COTS evaluations and comparisons,
 - ii. COTS integration strategies and feasibility,
 - iii. Technology insertion,
 - iv. Technology upgrades,
 - v. System concept feasibility, and
 - vi. Projected return on investment.
- b. Apply proven and new system development methodologies and tools, and defining hardware, software, and firmware requirements.

2.22 Deliverables

Deliverable Submission Process

- 2.22.1 Deliverables against work performed at the Master Contract level will be submitted to, reviewed by and approved/rejected by DoIT.
- 2.22.2 Deliverables against work performed under a WO Agreement will be submitted to, reviewed by and approved/rejected by the WO Manager established in each WO Agreement.
- 2.22.3 For each written deliverable, draft and final, the Offeror shall submit to the State CM/WO Manager one hard copy and one electronic copy compatible with Microsoft Office 2003, Microsoft Project 2003 and/or Visio 2003.
- 2.22.4 Drafts of all final deliverables are required at least two weeks in advance of when all final deliverables are due. Written deliverables defined as draft documents must demonstrate due diligence in meeting the scope and requirements of the associated final written deliverable. A draft written deliverable may contain limited structural errors such as poor grammar, misspellings or incorrect punctuation, but must:
- 1) Be presented in a format appropriate for the subject matter and depth of discussion.
 - 2) Be organized in a manner that presents a logical flow of the deliverable's content.
 - 3) Represent factual information reasonably expected to have been known at the time of submittal.
 - 4) Present information that is relevant to the section of the deliverable being discussed.
 - 5) Represent a significant level of completeness towards the associated final written deliverable that supports a concise final deliverable acceptance process.
- 2.22.5 Upon completion of a deliverable, the Offeror shall document each deliverable in final form to the State CM/WO Manager for acceptance. The Offeror shall memorialize such delivery in an Agency Receipt of Deliverable Form (see Attachment L). The State CM/WO Manager shall countersign the Agency Receipt of Deliverable Form indicating receipt of the contents described therein. Upon receipt of a final deliverable, the State CM/WO Manager shall commence a review of the deliverable as required to validate the completeness and quality in meeting requirements. Upon completion of validation, the State CM/WO Manager shall issue to the Offeror notice of acceptance or rejection of the deliverables in an Agency Acceptance of Deliverable Form (see Attachment M). In the event of rejection, the Offeror shall correct the identified deficiencies or

non-conformities. Subsequent project tasks may not continue until deficiencies with a deliverable are rectified and accepted by the State CM/WO Manager or the State CM/WO Manager has specifically issued, in writing, a waiver for conditional continuance of project tasks. Once the State's issues have been addressed and resolutions are accepted by the State CM/WO Manager, the Offeror will incorporate the resolutions into the deliverable and resubmit the deliverable for acceptance. Accepted deliverables shall be invoiced within 30 days per the requirements in Section 2.24.

- 2.22.6 A written deliverable defined as a final document must satisfy the scope and requirements of the WO Agreement for that deliverable. Final written deliverables shall not contain structural errors such as poor grammar, misspellings or incorrect punctuation, and must:
- 1) Be presented in a format appropriate for the subject matter and depth of discussion.
 - 2) Be organized in a manner that presents a logical flow of the deliverable's content.
 - 3) Represent factual information reasonably expected to have been known at the time of submittal.
 - 4) Present information that is relevant to the section of the deliverable being discussed.

2.22.7 The general State-required deliverables are defined below. WO Requests that arise from this Contract will likely specify additional deliverables. Within each task, the Offeror may suggest other subtasks or deliverables to improve the quality and success of the project. The Offeror shall prepare a Work Breakdown Structure (WBS) as part of its Project Management Plan and methodology explanation, using Microsoft Project that provides a detailed work plan with milestones and associated deliverables and project work effort to accomplish each milestone unless otherwise specified. The Offeror should refer to the Maryland System Development Life Cycle document for the format of the deliverables (See www.doit.maryland.gov, search: SDLC). Any changes to the WBS will have to be pre-approved by the State CM or WO Manager as deemed appropriate by the State.

2.22.8 Beginning of contract transition:

Phase	Deliverable	Due Date
Transition – Phase I	<ol style="list-style-type: none"> 1. Transition Plan 2. Project Management Plan 3. Gantt Chart 4. Staffing Plan 5. Communication and Contact Plan 6. Risk Management Plan 	NTP + 10 business days
Transition – Phase II	<ol style="list-style-type: none"> 1. DataCenter walk-thru with DoIT 2. H/W, S/W, and Setup. 3. Create Security Ids, Security Access and Update System Administration. 4. VPN and IDS/IPS Monitoring Solution. 5. Backup Solution. 6. Roles and Responsibilities Matrix 7. Standard Operating Procedures 8. Test Plan 	<ol style="list-style-type: none"> 1. NTP + 5 business days 2. NTP + 10 business days 3. NTP + 10 business days 4. NTP + 10 business days 5. NTP + 10 business days 6. NTP + 10 business days 7. NTP + 10 business days 8. NTP + 15 business days
Baseline Maintenance and Operations	<ol style="list-style-type: none"> 1. Service Level Agreement 2. Technical Support Agreement 3. Standard Operating Procedures 4. Functional System Design Document 5. Network and Security Architectural Design 6. System Documentation 7. Hardware/Software Inventory 8. Roles and Responsibilities Matrix 9. Weekly/monthly status reports, configuration control, usage, availability and 	Monthly ongoing support to begin within one calendar month of the State-approved transition plan.

	security statistics.	
Network Managed Services and Support	1. Network and Security Architectural Design	Monthly ongoing support to begin within one calendar month of the State-approved transition plan.
Server and Hardware Maintenance and Support	1. Hardware/Software Inventory	Monthly ongoing support to begin within one calendar month of the State-approved transition plan.
Monitoring	1. IDS Reports, site availability statistics, ISMs.	Monthly ongoing support to begin within one calendar month of the State-approved transition plan.
Backup Service and Disaster Recovery Services	1. Backup and Disaster Recovery Plan	Monthly ongoing support to begin within one calendar month of the State-approved transition plan.
End-of-Contract Transition	See Section 2.27	

2.23 Insurance Requirements

- 2.23.1 Offerors shall maintain a policy of general liability insurance that is of the proper type and limits specified below.
- 2.23.2 Offerors shall provide a copy of the Offeror's current certificate of insurance, which, at a minimum, shall contain the following:
- 1) Worker's compensation
The Offeror shall maintain such insurance as necessary and/or required under Worker's Compensation Acts, and any other applicable laws.
 - 2) General Liability
The Offeror shall purchase and maintain the following insurance protection on an occurrence and /or aggregate basis as applicable for liability claims arising as a result of the Offeror's operation under this RFP.
 - a. \$500,000-General Aggregate Limit (other than products/completed operations)
 - b. \$500,000-Products/completed operations aggregate limit
 - c. \$250,000- Each Occurrence Limit
 - d. \$250,000-Personal and Accidental Injury Limits
 - e. \$ 50,000-Fire Damage Limit
 - f. \$ 5,000-Medical Expense
- 2.23.3 The State shall be named as an additional insured on the policies of all property, casualty, liability, and other type of insurance evidencing this coverage (Workman's Compensation excepted). Certificates of insurance evidencing this coverage shall be provided prior to the commencement of any activities under the Contract. 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 thirty (30) days advance notice of any non-renewal; the Offeror shall provide the State with an insurance policy from another carrier at least thirty (30) days prior to the expiration of the insurance policy then in effect. All insurance policies must be with a company licensed to do business in Maryland.
- 2.23.4 Offeror shall require that any subcontractors that are utilized to fulfill the obligations of any WO Agreement obtain and maintain similar levels of insurance and shall provide the State with the same documentation as is required of the Master Contractor in any given WO Agreement.
- 2.23.5 Any WO Agreement may contain requirements for higher levels of coverage and/or additional types and limits of insurance beyond what is required for Master Contractors Offerors under this Section 2.23.

- 2.23.6 When a specific WO Agreement has additional insurance requirements the Master Contractor shall maintain the types and minimum limits of insurance specified above in addition to those specified in the applicable WO Agreement.

2.24 Invoicing

- 2.24.1 Generally, it is not anticipated that the State will be invoiced directly for development and sustaining activities under the Master Contract resulting from this RFP. However, for those specific requested tasks in which direct invoicing will result, the following shall apply.
- 2.24.2 All invoices shall be submitted monthly no later than 15 calendar days after the end of the invoice period, unless specified differently in the WO Agreement, and include the following information:
- 1) Name and address of the State agency being billed,
 - 2) Master Contractor name,
 - 3) Remittance address,
 - 4) Federal taxpayer identification or (if owned by an individual) his/her social security number,
 - 5) Invoice Period,
 - 6) Invoice Date,
 - 7) Invoice Number,
 - 8) Amount Due,
 - 9) Retainage (if applicable), and
 - 10) WO Agreement(s) being billed.
- 2.24.3 Additional information may be required in the future. Invoices submitted without the required information will not be processed for payment.
- 2.24.4 The Master Contractor shall submit invoices as required in the WO Agreement. The State is generally exempt from Federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes and transportation taxes. The Master Contractor, however, is not exempt from such sales and use taxes and may be liable for the same.
- 2.24.5 Additional invoicing requirements for T&M, Fixed Price will be established in each WO Agreement.

2.25 Personnel Qualifications

- 2.25.1 Master Contractor shall propose baseline organization staff members responsible for eGovernment operations independent of specific WO Agreements as delineated in the organization chart provided at Section 2.12.
- 2.25.2 Master Contractor shall propose staff available at the time and duration of the WO Agreement performance period. In response to each WO Request, the Master Contractor shall provide personnel that satisfy the personnel qualifications specified within Section 2.12.
- 2.25.3 In the event that labor categories are not identified in a WO Request, the Master Contractor shall provide the appropriate labor categories from those specified in Attachment J.
- 2.25.4 Specific areas of required expertise within the approved labor categories may be further defined in a WO Request. The Master Contractor shall certify that all candidates meet the required qualifications. At the option of the State, Master Contractor personnel may be approved for performance in multiple skill categories for which they are qualified; however, one person shall never perform duties of multiple labor categories at the same time in any given WO Agreement performance period.
- 2.25.5 Client WO Managers shall have sufficient supervisory or project management experience as deemed appropriate by the State.
- 2.25.6 The WO Request will define specific task requirements. The WO Request shall clearly identify applicable experiences related to projects and technologies being used.
- 2.25.7 Substitution of Education for Experience. A Bachelor's Degree or higher may be substituted for the general and specialized experience for those labor categories requiring a High School Diploma. A Master's Degree may be substituted for two years of the general and specialized experience for those labor categories requiring a Bachelor's Degree. Substitution shall be reviewed and approved by the State.
- 2.25.8 Substitution of Experience for Education. Substitution of experience for education may be permitted at the discretion of the State.
- 2.25.9 Substitution of Professional Certificates for Experience: Professional certification (e.g., Microsoft Certified Novell Network Engineer, SQL Certified Database Administrator) may be substituted for up to two (2) years for general and specialized experience. The State CM or WO Manager shall approve or disapprove substitutions, as appropriate.

2.26 Substitution of Personnel

- 2.26.1 Individuals proposed and accepted as personnel for the Master Contract are expected to remain dedicated throughout the Master Contract commitment. Substitutions will be allowed only when the State CM specifically agrees to the substitution in writing or due to an emergency circumstance as described in Section 2.26.2. All proposed substitutes of personnel must have qualifications at least equal to that of the person initially proposed and evaluated and accepted in the Master Contract. The burden of illustrating this comparison shall be the Master Contractor's. The resumes of the initially proposed personnel shall become the minimum requirement for qualifications for successor personnel for the duration of the total Master Contract term. If one or more of the personnel are unavailable for work under the Master Contract for a continuous period exceeding 15 calendar days, the Master Contractor shall immediately notify the State CM and propose to replace personnel with personnel of equal or better qualifications within 15 calendar days of notification to the State CM. All substitutions shall be made in accordance with this provision.
- 2.26.2 During the performance period for the Master Contract, no substitutions of personnel will be permitted unless such substitutions are necessitated by an individual's sudden illness, death, or as otherwise approved by the State CM. In any of these events, the Master Contractor shall promptly notify the State CM and provide the information required by Section 2.26.3 below. All proposed substitutions of personnel for other than emergency situations must be submitted in writing, at least 15 business days in advance of the proposed substitution, to the State CM, with the information required in below. The State CM must agree to the substitution in writing before such substitution shall become effective.
- 2.26.3 Individuals proposed and accepted as personnel for WO Agreements are expected to remain dedicated throughout the WO Agreement commitment. Substitutions will be allowed only when the WO Manager specifically agrees to the substitution in writing or due to an emergency circumstance as described in Section 2.26.2. All proposed substitutes of personnel must have qualifications at least equal to that of the person initially proposed and evaluated and accepted in the WO Agreement. The burden of illustrating this comparison shall be the Master Contractor's. The resumes of the initially proposed personnel shall become the minimum requirement for qualifications for successor personnel for the duration of the total WO Agreement term. If one or more of the personnel are unavailable for work under a WO Agreement for a continuous period exceeding 15 calendar days, the Master Contractor shall immediately notify the WO Manager and propose to replace personnel with personnel of equal or better qualifications within 15 calendar days of

notification to the WO Manager. All substitutions shall be made in accordance with this provision.

- 2.26.4 During the performance period for a WO Agreement, no substitutions of personnel will be permitted unless such substitutions are necessitated by an individual's sudden illness, death, or as otherwise approved by the WO Manager. In any of these events, the WO Manager shall promptly notify the State CM and provide the information required by paragraph C below. All proposed substitutions of personnel for other than emergency situations must be submitted in writing, at least 15 business days in advance of the proposed substitution, to the WO Manager, with the information required in below. The WO Manager must agree to the substitution in writing before such substitution shall become effective.
- 2.26.5 All requests for substitutions must provide a detailed explanation of the circumstances necessitating the proposed substitutions, a resume of the proposed substitute, and any other information requested by the WO Manager to make a determination as to the appropriateness of the proposed substitution. All proposed substitutes must have educational qualifications and work experience equal to or better than the resume initially proposed for personnel; the burden of illustrating this comparison shall be the Master Contractor's.
- 2.26.6 Resumes shall be signed by all substituting individuals and their formal supervisor, and the official resume of the previous employee shall be provided for comparison purposes.

2.27 End-of-Contract Transition

- 2.27.1 The Master Contractor shall support requested activities for technical, business and administrative support to ensure effective and efficient end-of-contract transition to the State or another State agent. Examples of these activities include a final project debriefing meeting, organization and hand-off of project materials, documentation, electronic media, any final reports, updated work plans, and final invoices. The Master Contractor shall ensure that all necessary knowledge and materials for the tasks completed is transferred to the custody of State personnel.
- 2.27.2 An End of Contract Transition Plan shall be due from the Master Contractor within 30 days of being notified by the State CM of a final contract end date. The transition plan shall include:
- Any staffing concerns/issues;
 - Communications between the Master Contractor and the State CM;

- Security and system access: review and closeout as needed;
- Any hardware/software and telecommunications requirements and setup, other general office needs;
- Any final training/orientation of State staff or another State agent's staff;
- Knowledge transfer to include:
 - A working knowledge of the system environment as well as the general business practices of the State;
 - Review with DoIT the procedures and practices that support the business process and system;
 - Working knowledge of all technical and functional matters associated with the system, its system architecture, data file structure, system interfaces, any batch programs, and any hardware or software tools utilized in the performance of this Master Contract;
 - Documentation that lists and describes all hardware and software tools utilized in the performance of this Master Contract;
 - A working knowledge of various utilities and corollary software products used in support and operation of the system;
 - A working knowledge of all processes and procedures, both functional and technical, concerning all the system's interfaces.
- Completion of tasks and any unfinished work plan items;
- A working knowledge of any and all ongoing operational and maintenance readiness;
- Provision of the development and content of a checklist to document the State's readiness;
- Demonstration and documentation of the Master Contractor's team readiness, allowing them to move into any follow-on phase such as maintenance;
- Documentation of any risk factors and suggested solutions;
- Methodology for status reporting and meetings;
- Timing of transition;
- All documentation and data is current and complete with a hard and soft copy in a format prescribed by the State CM;
- Copies of current daily and weekly back-ups as of the final date of transition back to the State or State's Agent, but no later than the final date of the Master Contract.

SECTION 3 – PROPOSAL FORMAT

3.1 Two Part Submission

Offerors shall submit proposals in two separate volumes:

- (a) Volume I - TECHNICAL PROPOSAL
- (b) Volume II - FINANCIAL PROPOSAL

3.2 Proposals

Volume I - Technical Proposal shall be sealed separately from Volume II - Financial Proposal, but submitted simultaneously to the Procurement Officer. One unbound original, so identified, and one copy of each volume are to be submitted. An electronic version of both the Volume I- Technical Proposal in MS Word format and the Volume II - Financial Proposal in MS Excel format shall also be submitted with the unbound originals technical or financial volumes, as appropriate. CDs shall be labeled on the outside containing the RFP number and name, the name of the Offeror, and the volume number.

3.3 Submission

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

3.4 Volume I – Technical Proposal

3.4.1 Transmittal Letter

A transmittal letter shall accompany the technical proposal. The purpose of this letter is to transmit the proposal and acknowledge the receipt of any addenda. The transmittal letter should be brief and signed by an individual who is authorized to commit the Offeror to the services and requirements as stated in this RFP. See Offeror's responsibilities in Section 1.19.

3.4.2 Format of Technical Proposal

Inside a sealed package described in Section 3.3, above, one unbound original, so labeled, one copy and the electronic version shall be provided. Section 2 of this RFP provides requirements and Section 3 provides reply instructions. The paragraphs in these RFP sections are numbered for ease of reference. In addition to the instructions below, the Offeror's Technical Proposal shall be organized and numbered in the same order as this RFP. This proposal organization will allow State officials and the Evaluation Committee to "map" Offeror responses directly to RFP requirements by paragraph number.

The Technical Proposal shall include the following sections in this order:

3.4.3 Title and Table of Contents

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

3.4.4 Executive Summary

The Offeror shall condense and highlight the contents of the Technical Proposal in a separate section titled "Executive Summary". The Summary shall provide a broad overview of the contents of the entire proposal. The summary shall also identify any exceptions the Offeror has taken to the requirements of this RFP, the Contract (Attachment A), or any other attachments. If there are no exceptions taken, the Offeror is to state that they have no exceptions to the requirements of this RFP, the Contract (Attachment A), or any other attachments. In addition, the Offeror shall clearly identify each functional area for which they are proposing services. Exceptions to terms and conditions may result in having the proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award. Offerors certified under the SBR are asked to provide the certification number.

3.4.5 Offeror General Information

This section shall include the following:

- 1) The Offeror's corporation/organization size, experience, services provided the length of time the organization has been providing the services listed, and key business relationships.
- 2) Statement of Fiscal Integrity. The proposal must include the following for the two most recent reporting years.
 - a. Current balance sheet
 - b. Certified financial statement
- 3) Offeror MBE Form – Master Contract MBE Agreement (D-1-Offeror)

3.4.6 Past Performance

The Offeror must identify the names of at least five major customers currently using the services and funding models required by this proposal. Services referenced must have been implemented and operational for a minimum of two years. At least two of the references must be states in which the Offeror also maintains and/or supports the State's Portal. A name, title, telephone number and e-mail address must be provided for such references. The State reserves the right to contact each customer listed in the proposal.

The Offeror must describe the experience of its organization to develop and maintain enterprise level eGovernment service of the size and scope that will be required to support the State of Maryland. This section shall include the following:

- 1) For each referenced customer provided, the Offeror shall include the following information:
 - a. Name of client organization; and,
 - b. Name, title, and current telephone number of point of contact for client organization.
- 2) State of Maryland Experience: If applicable, the Offeror shall submit a list of all contracts it currently holds, or has held within the past five years, with any government entity of the State of Maryland. For each identified contract, the Offeror shall provide:
 - a. The State contracting entity;
 - b. A brief description of the services/goods provided;
 - c. The dollar value of the contract;
 - d. The term of the contract;
 - e. Whether the contract was terminated prior to the specified original contract termination date, and if yes, the reason(s) why;

- f. Whether any available renewal option was not exercised; and
- g. The State employee contact person (name, telephone number and e-mail).

Please Note: It is critical that the contact information provided for any reference is current and accurate. The reference must be knowledgeable of the project and the Offeror's performance and available to discuss the Offeror's performance.

3.4.7 Insurance Submission

Provide proof of insurance described in Section 2.23.

3.4.8 Required Attachment Submissions

- 1) Attachment B- Completed Bid/Proposal Affidavit
- 2) Attachment D-1 Completed Master Contract MBE Agreement
- 3) Attachment I – Completed Living Wage Affidavit

3.5 Volume II - Financial Proposal

Under separate sealed cover from the Technical Proposal and clearly identified in the format requirements identified in Section 3.3, the Contractor shall submit one unbound original, one copy, and an electronic version of the Financial Proposal. The Financial Proposal shall contain all cost information in the format specified in Attachment F and the Financial Proposal must be recorded on an exact duplicate thereof. Complete the cost sheets only as provided in the Financial Proposal Instructions. ***Labor categories may not be added after Contract Award.***

The Financial Proposal must be submitted to the State clearly marked to distinguish it from the Technical proposal.

The financial evaluation model must include a "per transaction costs" or "per convenience fee" for defined eGovernment applications, a percentage rate for merchant agreement transactions and "consulting services hourly rates" for specified labor categories.

These costs and rates must be provided on a graduated scale of transaction volumes for total State usage each month.

"Per Transaction Cost": The cost per transaction will constitute the maximum cost allowable under this Master Contract based on a sliding scale of transaction volumes. Transaction costs are defined as ALL transaction costs billed directly to the agency

including merchant service fees. Transaction costs will be defined within two alternatives. The first alternative includes solutions that are web-based and include Interactive IVR capability. The second alternative includes solutions that are web-based only.

"Per Convenience Fee": The convenience fee will constitute the maximum fee allowable under the Master Contract based on a sliding scale of transaction volumes. Convenience fees are defined as ALL transaction costs billed directly to the Customer including merchant service fees. Convenience fees will be defined within two alternatives. The first alternative includes solutions that are web-based and include IVR capability. The second alternative includes solutions that are web-based only.

"Per Percentage Rate": The percentage rate will constitute the maximum cost allowed based on the fee charged by the application. Merchant fees will be defined within two alternatives. The first alternative includes solutions that are web-based and include Interactive Voice Recognition (IVR) capability. The second alternative includes solutions that are web-based only.

"Consulting Services Hourly Rates": For each identified labor category, define the maximum hourly rate for consulting services per the requirements in Section 2.9.3. The hourly rate must be an all inclusive, fully burdened rate that includes, labor, per diem, travel, overhead and any other costs related to the service.

The Financial Proposal must specifically record the exact cost amounts proposed in the appropriate space as required by Attachment F. Said proposed costs must incorporate all costs for the proposed scope of services for the total Contract period.

The Financial Proposal must record only the proposed cost as required, and must not record any other rates, amounts, or information. It must not record any text that could be construed as a qualification of the cost amounts proposed. If the Offeror fails to specify the Financial Proposal as required, the State may determine the proposal to be not susceptible for award.

The Offeror must sign and date the Financial Proposal.

SECTION 4 – EVALUATION CRITERIA AND SELECTION PROCEDURE

4.1 Evaluation Criteria

Evaluation of the proposals will be based on the criteria set forth below. The Contract resulting from this RFP will be awarded to the Offeror that is most advantageous to the State in accordance with the Competitive Sealed Proposals procurement process under Code of Maryland Regulations 21.05.03 .

4.2 Technical Criteria

The criteria to be applied to each Technical Proposal are listed in relative order of importance:

- (a) Offeror experience and capabilities that illustrate the Offeror’s ability to successfully complete the requirements in this RFP. (Section 2 – Scope of Work).
- (b) Offeror’s technical response to RFP requirements shall illustrate a comprehensive understanding of the work requirements and the methodology of how the work will be done. Responses to work requirements such as “concur” or “will comply” will receive a lower evaluation ranking than those Offerors who demonstrate they understand a work requirement, have a plan to meet or exceed it and can demonstrate previous experience. (Section 2 – Scope of Work).
- (c) Personnel proposed to perform the work.

4.3 Financial Criteria and Rate Structure

This work to be performed under the Master Contract resulting from this RFP shall be self-funded, except for those WO Agreements determined by the State to be executed on a time and materials basis. Offerors shall disclose and include any and all fees, costs or expenses to be charged for the services described in the scope of work that that will be recovered by them through transaction fees. The Offeror shall also include an overview of how these expenses will be offset.

The Master Contractor may not charge more than the applicable statutory or regulatory fees for providing a service in its usual form.

In addition to a fee established by the State, the Master Contractor may charge a Convenience Fee for new or improved eGovernment services. An explanation of the process of arriving at a Convenience Fee and the elements that comprise the Convenience Fee shall be submitted with the Proposal. Possible considerations for the determination of a Convenience Fee would include, but not be limited to, an estimation of the development and maintenance cost to be recovered, the timeframe for such recovery, and any provisions that might be developed to re-evaluate the level of the Convenience Fee after initial development costs have been recovered.

Offerors shall provide prices for Contract years one through eight for all labor categories proposed for potential work that will be accomplished through Work Orders on a Time and Materials basis. These are the maximum prices the State will pay for all proposed labor categories.

4.4 Reciprocal Preference

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

4.5 Selection Procedures

4.5.1 General Selection Process

A contract will be awarded in accordance with the Competitive Sealed Proposals process under Code of Maryland Regulations 21.05.03. The Competitive Sealed Proposals method is based on discussions and potential revision of proposals based on such discussions.

Accordingly, the State may hold discussions with all Offerors judged reasonably susceptible of being selected for award, or potentially so. However, the State also

reserves the right to make an award without holding discussions. In either case of holding discussions or not doing so, the State may determine an Offeror to be not responsible and/or 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 the review of those proposals. If the State finds an Offeror to be not responsible and/or an Offeror's Technical Proposal to be not reasonably susceptible of being selected for award, an Offeror's financial proposal will be returned unopened.

4.5.2 Selection Process Sequence

4.5.2.1 The first step in the process will be an evaluation for technical merit to assure Offeror's full understanding of the State's requirements and the Offeror's ability to perform.

4.5.2.2 During the course of any potential discussions, an Offeror must confirm in writing any substantive oral clarification of, or change in, its proposals. Any such written clarification or change then becomes part of the Offeror's proposal.

4.5.2.3 The financial proposal of each qualified Offeror will be evaluated separately from the technical evaluation. After a review of the financial proposals of only the qualified Offerors, the Procurement Officer may conduct discussions to further evaluate the Offeror's entire proposal.

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

4.5.3 Award Determination

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

ATTACHMENTS LOCATED IN SEPARATE FILE