STATE OF MARYLAND
Request for Proposals

Maryland Access Point (MAP) Website

Solicitation No. MDoA08-001

Department of Aging (MDoA)

Issue Date: July 9, 2008

NOTICE

Prospective Offerors who have received this document from the Maryland Department of Aging (MDoA) 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

STATE OF MARYLAND
NOTICE TO OFFERORS/CONTRACTORS

In order to help us improve the quality of State proposal solicitations, and to make our procurement process more responsive and business friendly, we ask that you take a few minutes and provide comments and suggestions regarding the enclosed solicitation. Please return your comments with your proposal. If you have chosen not to bid on this contract, please fax this completed form to the attention of Lisa Williams, Procurement Officer, at 410-767-1089. Thank you for your assistance in this matter.

Solicitation No: MDoA08-001
Entitled: Maryland Access Point (MAP) Website
Issue Date: July 9, 2008

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 contract is not something we normally provide.
   - ( ) We are inexperienced in the work/commodities required.
   - ( ) The specifications are either unclear or too restrictive. (Please explain in remarks section.)
   - ( ) The scope of work is beyond our current capacity.
   - ( ) Doing business with government is simply too complicated.
   - ( ) We cannot be competitive. (Please explain in remarks section.)
   - ( ) Time for completion is insufficient.
   - ( ) Bonding/insurance requirements are prohibitive. (Please explain in remarks section.)
   - ( ) Bid/proposal requirements, other than specifications, are unreasonable or too risky. (Please explain in remarks section.)
   - ( ) Prior experience with State of Maryland contracts was unprofitable or otherwise unsatisfactory. (Please explain in remarks section.)
   - ( ) Other: _____

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

Offeror Name: _____

Date: _____

Contact Person: _____Phone (_____) _____ _____

Address:_____

_____

KEY INFORMATION SUMMARY SHEET

STATE OF MARYLAND
Department of Aging (MDoA)
Request for Proposals

Maryland Access Point (MAP) Website

SOLICITATION NO: MDoA08-001

RFP Issue Date:	July 9, 2008
RFP Issuing Office:	Maryland Department of Aging (MDoA)
Procurement Officer:	Lisa Williams Procurement Officer Office Phone: 410-767-1089 Fax: (410) 333-7943 E-mail: alw@ooa.state.md.us
Procurement Method:	Competitive Sealed Proposals (COMAR 21.05.03)
Contract Term:	Two years from date of award
Proposals are to be sent to:	Maryland Department of Aging 301 W. Preston Street Suite 1007 Baltimore, Md. 21201 Attention: Lisa Williams, Procurement Officer
Pre-Proposal Conference:	August 1, 2008 at 10:00 a.m. Maryland Department of Aging 301 W. Preston Street Suite 1007 Baltimore, Md. 21201
Closing Date and Time:	August 29, 2008

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SECTION 1 - GENERAL INFORMATION

1.1. SUMMARY STATEMENT

The Maryland Department of Aging (MDoA) is issuing this Request for Proposals (RFP) for the purpose of obtaining: (a) a commercially available, web based application and the services needed to customize it to meet the MDoA's needs, (b) the services needed to populate, test, and deploy the application, and (c) the services needed to maintain the application and host web site. The MDoA has a budget of **$190,000** for this procurement.

1.2. ABBREVIATIONS AND DEFINITIONS

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

a. AAA: Area Agency on Aging (not Automobile Association of America).

b. Aging and Disability Resource Centers (ADRC): A program that is jointly sponsored by the federal Administration on Aging (AoA) and the Centers for Medicare and Medicaid Services (CMS), both part of the U.S. Department of Health and Human Services. ADRCs are also a part of the President's Long Term Care Re-balancing Initiative and New Freedom Initiative.

c. Software Source Code Documentation: All design tools, documents, and diagrams used in the development of the COTS system source code, including, but not limited to, data flow diagrams, entity relationship diagrams, work flow diagrams, window layouts, report layouts, process flows, interface designs, database design diagrams, technical and user manuals, data dictionary, and a copy of the development software used to write and compile the source code.

1.3. CONTRACT TYPE

The contract that results from this RFP shall be a firm, fixed priced contract pursuant to COMAR 21.05.03

1.4. CONTRACT DURATION

1.4.1 The contract resulting from this RFP shall be for a period of two years.

1.5. PROCUREMENT OFFICER AND CONTRACT MANAGER

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

Lisa Williams
Maryland Department of Aging
301 West Preston Street
Suite 1007
Baltimore, Maryland 21201

Telephone: (410) 767-1089
Fax No.: (410) 333- 7943
E-mail: alw@ooa.state.md.us

The individual responsible for day-to-day administration and management of the Contract issued pursuant to this RFP shall be the Contract Manager identified below:

Stephanie Hull
Maryland Department of Aging
301 West Preston Street
Suite 1007
Baltimore, Maryland 21201
Telephone: (410) 767-1107
Fax No.: (410) 333-7943
E-mail: sah@ooa.state.md.us

The Department may change the Procurement Officer and/or the Contract Manager at any time during the Contract by notice to the Contractor.

1.6. PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference will be held on August 1, 2008 beginning at 10:00 a.m. (local time) at the Maryland Department of Aging, 301 West Preston Street, Suite 1007, Baltimore, Md. 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 Minority Business Enterprise (MBE) goals.

In addition, as promptly as is feasible subsequent to the Conference, a summary of the Pre-Proposal Conference and all questions and answers known at that time will be distributed, free of charge, to all prospective Offerors known to have received a copy of this RFP.

If there is a need for sign language interpretation and/or other special accommodations due to a disability, it is requested that at least five days advance notice be provided. MDoA will make reasonable efforts to provide such special accommodation.

1.7. USE OF E-MARYLAND MARKETPLACE

1.7.1 Use

e-Maryland Marketplace is an electronic commerce system administered by the Maryland Department of General Services. Offeror questions and MDoA responses, addenda, and other solicitation related information will be provided via e-Maryland Marketplace.

This means that all such information is immediately available to organizations that subscribe to e-Maryland Marketplace. Because of the instant access afforded by e-Maryland Marketplace, it is

recommended that all Offerors interested in doing business with Maryland State agencies subscribe to e-Maryland Marketplace.

1.7.2 Mandatory Registration

In order to receive a contract award, an Offeror must be registered on e-Maryland Marketplace. These guidelines can be found on the website at www.eMarylandMarketplace.com .

1.8. QUESTIONS

Written questions from prospective Offerors will be accepted by 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 may be submitted by mail, facsimile, or preferably, by e-mail to the Procurement Officer. Questions, both oral and written, will also be accepted from prospective Offerors attending 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. All post-conference questions should be submitted in a timely manner to the Procurement Officer only. The Procurement Officer shall, based on the availability of time to research and communicate an answer, decide whether an answer can be given before the proposal due date. Answers to all substantive questions that have not previously been answered, and are not clearly specific only to the requestor, will be distributed to all Offerors who are known to have received a copy of the RFP.

1.9. PROPOSALS DUE (CLOSING) DATE

An unbound original and ten (10) unbound copies of each proposal (Technical and Financial volumes) must be received by the Procurement Officer, at the address listed in Subsection 1.5, no later than 4:00 PM (local time) on August 29, 2008 in order to be considered. One (1) electronic version on CD of the Technical Proposal (in MS WORD) must be enclosed with the original Technical Proposal. An electronic version on CD of the Financial Proposal in MS Word or Excel format must be enclosed with the original Financial Proposal. Offerors must ensure that the CDs are labeled with the RFP title, RFP number and Offeror name, and are packaged 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 21.05.03.02F, proposals received by the Procurement Officer after August 29, 2008 at 4:00 PM (local time) will not be considered. Proposals may not be submitted by e-mail or facsimile.

1.10. DURATION OF OFFER

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

1.11. REVISIONS TO THE RFP

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

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

1.12. 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 of Maryland. 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.

1.13. ORAL PRESENTATION

Offerors may be required to make oral presentations to State representatives. Significant representations made by an Offeror during the oral presentation must be reduced to writing. All written representations will become part of the Offeror's proposal and are binding if the contract is awarded. The Procurement Officer will notify Offerors of the time and place of oral presentations. Typically, oral presentations occur approximately six weeks after the proposal due date.

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.

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 RECORDS ACT NOTICE

An Offeror should 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 Access to Public Records Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. (See Subsection 4.4.2.1)

Information, which is claimed to be confidential, is to be placed after the Title Page and before the Table of Contents in the Offeror's Technical Proposal, and if applicable, also in its Financial Proposal. Offerors are advised that, upon request for this information from a third party, the State will make an independent determination whether the information must be disclosed (see COMAR 21.05.08.01).

1.19. OFFEROR RESPONSIBILITIES

The selected Offeror/Contractor shall be responsible for all products and services required by this RFP. Subcontractors must be identified, and a complete description of their roles relative to the proposals must be included in the Proposal. The selected Offeror retains the responsibility for all work performed by and any deliverable submitted by a subcontractor. Additional information regarding MBE subcontractors is provided in paragraph 1.23 below, Subsection 3.4.2.9, and ATTACHMENT D.

If an Offeror that seeks to perform or provide the services required by this RFP is the subsidiary of another entity, all information submitted by the Offeror such as, but not limited to, proposed services, description of the Offeror's ability to perform the scope of work, references and financial reports, 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 must be clearly identified in the Executive Summary of the technical proposal. A proposal that takes exception to these terms may be rejected. (See Subsection 3.4.2.2)

1.21. PROPOSAL AFFIDAVIT

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

1.22. CONTRACT AFFIDAVIT

All Offerors are advised that if a contract is awarded as a result of this solicitation, the successful Offeror will be required to complete a Contract Affidavit. A copy of this Affidavit is included for informational purposes as ATTACHMENT C of this RFP. This Affidavit must be completed and submitted within five business days of notification of proposed contract award.

1.23. MINORITY BUSINESS ENTERPRISES

A Minority Business Enterprise (MBE) subcontractor participation goal of 25 percent (25%) of the fees to the Contractor has been established for this procurement. The Contractor shall structure its award(s) of subcontracts under the contract in a good faith effort to achieve the goal in such subcontract awards by businesses certified by the State of Maryland as minority owned and controlled. MBE requirements are specified in ATTACHMENT D of this RFP. Subcontractors used to meet the MBE goal of this RFP must be identified in the Offeror's proposal.

Questions or concerns regarding the MBE requirements of this solicitation must be raised before the receipt of initial proposals.

ATTACHMENTS D-1 and D-2 must be completed and submitted with each Offerors proposal. Failure to submit these completed attachments will eliminate an Offeror from further consideration.

A current directory of MBEs is available through the Maryland State Department of Transportation, Office of Minority Business Enterprise, P. O. Box 8755, B.W.I. Airport, Maryland 21240-0755. The phone number is 410-865-1269. The directory is also available at http://www.mdot.state.md.us. Select the MBE Program label. The most current and up-to-date information on MBEs is available via the web site.

1.24 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 of Maryland, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the contract if selected for contract award.

1.25 PROCUREMENT METHOD

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

1.26. VERIFICATION OF REGISTRATION AND TAX PAYMENT

Before a corporation can do business in the State of Maryland it must be registered with the Department of Assessments and Taxation, State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. It is strongly recommended that any potential Offeror complete registration prior to the due date for receipt of proposals. An Offeror's failure to complete registration with the Department of

Assessments and Taxation may disqualify an otherwise successful Offeror from final consideration and recommendation for contract award.

1.27. 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:

(1) falsify, conceal, or suppress a material fact by any scheme or device;

(2) make a false or fraudulent statement or representation of a material fact; or

(3) 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 5 years or both.

1.28. ELECTRONIC FUNDS TRANSFERS

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. Forms are available from the Comptroller's Offices or website. Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption.

1.29. CONFLICT OF INTEREST

1.29.1 Potential Offerors should be aware that the State Ethics Law, State Government Article, § 15-508, might limit the selected Contractor's ability to participate in future related procurements, depending upon specific circumstances. (see Subsection 3.4.2.8)

1.30. NON-VISUAL ACCESS

1.30.1. The Offeror warrants that the information technology offered under this proposal (1) provides equivalent access for effective use by both visual and nonvisual means; (2) will present information, including prompts used for interactive communications, in formats intended for both visual and nonvisual 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 nonvisual access. The Offeror further warrants that the cost, if any, of modifying the information technology for compatibility with software and hardware used for nonvisual access will not increase the cost of the information technology by more than 5 percent.

1.30.2. For purposes of this RFP, the phrase 'equivalent access' means the ability to receive, use, and manipulate information and operate controls necessary to access and use information technology by nonvisual means. Examples of equivalent access include keyboard controls used for input and synthesized speech, Braille, or other audible or tactile means used for output."

1.31. LIVING WAGE REQUIREMENTS

A solicitation for services under a State contract valued at $100,000 or more may be subject to Title 18, State Finance and Procurement Article, Annotated Code of Maryland. Additional information regarding the State's Living Wage requirement is contained in the following section entitled *Living Wage Requirements for Service Contracts*. If the Offeror fails to complete and submit the required Living Wage documentation, the State may determine an Offeror to be not responsible. A copy of the Living Wage Affidavit of Agreement is included as Attachment H.

Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least $11.30 per hour, if State contract services valued at 50% or more of the total value of the contract are performed in the Tier 1 Area. If State contract services valued at 50% or more of the total contract value are performed in the Tier 2 Area, an Offeror shall pay each covered employee at least $8.50 per hour. The specific Living Wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. The Tier 1 Area includes Montgomery, Prince George's, Howard, Anne Arundel, and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. If the employees who perform the services are not located in the State, the head of the unit responsible for a State contract pursuant to §18-102 (d) shall assign the tier based upon where the recipients of the services are located.

The contract resulting from this solicitation will be deemed to be a Tier 1 contract or a Tier 2 contract depending on the location(s) from which the contractor provides 50% or more of the services. The Offeror must identify in their Offer the location(s) from which services will be provided.

If the contractor provides 50% or more of the services from a location(s) in a Tier 1 jurisdiction(s) the contract will be a Tier 1 contract.

If the contractor provides 50% or more of the services from a location(s) in a Tier 2 jurisdiction(s), the contract will be a Tier 2 contract.

If the contractor provides more than 50% of the services from an out-of-State location, the State agency determines the wage tier based on where the majority of the service recipients are located. The majority of service recipients under this procurement will be in the Tier 1 area. Thus, this contract is determined to be a Tier _1__ contract, if the contractor provides more than 50% of the services from an out-of State location.

SECTION 2 - SCOPE OF WORK

2.1. INTRODUCTION

This Request for Proposals (RFP) is being issued by the Maryland Department of Aging (MDoA) for the purpose of obtaining: (a) a commercially available, web-based application and the services needed to customize it to meet the MDoA's needs, (b) the services needed to populate, test, and deploy the application, and (c) the services needed to maintain the application and host the web site. The MDoA has $190,000 for this procurement.

The MDoA envisions that the application will assist older adults, adults of all ages who have disabilities, and their caregivers to make life decisions by providing access to a wide assortment of information about services and resources available in Maryland and elsewhere. The website will support the work of local Aging and Disability Resource Centers (ADRC) which are being established in areas throughout the State to provide hands-on counseling and assistance. The program is jointly sponsored by the federal Administration on Aging (AoA) and the Centers for Medicare and Medicaid Services (CMS), both part of the U.S. Department of Health and Human Services. ADRCs are also a part of the President's Long Term Care Re-balancing Initiative and New Freedom Initiative. Both the Centers and the desired website will be primarily funded through federal ADRC grants to the MDoA. The ADRC in Maryland is known as Maryland Access Point (MAP).

To ensure that the information returned to a user is relevant and helpful, the application will present users with a logical and simple to use interface for soliciting information from the user about their needs. The user's criteria will then be used to filter the data available in the application's database and return pertinent information.

Most of the information accessible through the website is expected to be included in the database supporting the application. Other information may only be available on the website of an external entity. Guidance related to the website's content will be provided by a variety of interested parties including the federal ADRC, which is partially funding the site, several Maryland State agencies, and several advisory committees established by the MDoA. Final direction, however, will be from MDoA.

In addition to providing users with information about available resources, the MDoA is also interested in providing users with other features that are identified and briefly described in Subsection 2.7, Desirable Features. The MDoA understands that it may not be possible for all of these features to be included in the application provided under this procurement because of budget limitations. However, we are interested in reaching an agreement for an application that will provide the maximum number of features under this procurement.

The requirements set forth in all the other subsections of this Section 2, that is the subsections other than Subsection 2.7, are minimal requirements. An offeror may propose a solution that provides more than the minimal requirements. If an offeror does propose a solution that exceeds the minimal requirements, it should specify how its solution exceeds the requirement and explain why the proposed solution would be advantageous to MDoA considering MDoA's budget.

2.2. GENERAL CONTRACTOR REQUIREMENTS

2.2.1. The contractor shall have worked with at least one other jurisdiction in establishing a website (e.g., ADRC site) that serves the needs of older adults, adults of all ages who have disabilities, and/or their caregivers.

2.2.2. The Contractor shall identify the development language and tools to be used to develop the MAP software.

2.2.3. Contractor shall develop, with MDoA's input, a project management plan that includes, among other things, a detailed schedule, a kick-off meeting, progress reports every other week, and monthly schedule updates. (See subsection 2.11 for more detail.)

2.2.4. The contractor shall:

a. Develop, with MDoA's input, and provide a protocol for MDoA to use to gather the data to populate the application's database(s) with relevant information about services that are appropriate for older adults, adults of all ages who have disabilities, and their caregivers, and

b. Populate the database(s) with the data collected by MDoA.

2.2.5. The contractor shall ensure that the application is thoroughly tested before deployment, following a written test plan that is to be submitted to and approved by MDoA before testing commences.

2.2.6. The contractor shall host the application.

2.2.7. The contractor shall assist the MDoA in analyzing the public's use of the website and recommending changes and/or additions that will increase its usefulness to older adults, adults of all ages who have disabilities, and their caregivers.

2.2.8. The contractor shall provide system level documentation after the initial installation and after each version update.

2.2.9. The contractor shall provide training for persons who administer the application after the initial installation and after each version update.

2.2.10. The contractor shall submit quarterly reports to MDoA that analyze the public's use of the website.

2.2.11. The contractor shall have the application installed, loaded with data from two counties to be identified by the Department, and operational within 6 months of the Notice to Proceed.

2.2.12. The contractor shall have completed all requirements of the contract, other than continued maintenance and hosting, within 12 months of the Notice to Proceed.

2.2.13. The contractor shall provide MDoA with a copy of all websites files and database file(s) on a CD/DVD every quarter.

2.2.14. The Contractor shall prepare and submit to MDoA a Continuity of Operations Plan (COOP), giving detailed requirements and procedures for continuity of operations (disaster recovery), including data storage and communications with MDoA and local ADRCs.

2.2.15. The contractor shall specify in its proposal what, if any, licenses or maintenance agreements the Department would have to acquire (and from whom they would have to be acquired) in order for the web application to continue to function, if the Department were to select some one other than the Offeror to host the web site after the end of the two year contract awarded under this procurement.

2.3. USER INTERFACE REQUIREMENTS

2.3.1. The application shall include a database that is searchable by users through a logical and easy to use interface.

2.3.2. The application shall meet the accessibility standards found in Section 508 of the federal Rehabilitation Act: (http://www.section508.gov/index.cfm?FuseAction=Content&ID=3).

2.3.3. The application shall meet the information technology nonvisual access regulatory standards found in Maryland regulations: COMAR 17.06.02.01 - .12.

2.3.4. The application shall provide alternative means of communicating audio information. For example, audio information in a video may be captured in a written transcript, captions, or a video of a person signing.

2.3.5. The application shall make navigation as clear as possible, using the same general interface layout throughout the site.

2.3.6. The application shall clearly notify users when they are about to follow a link to another website and provide an easy to use return method.

2.3.7. The application shall permit users to skip repetitive navigation links.

2.3.8. The application shall permit registered users to personalize the site and save personal configurations and accessibility settings.

2.3.9. The application shall permit properly formatted printing of information directly from the website.

2.3.10. The application should meet the standards established by the National Institute on Aging and the National Library of Medicine published at http://www.nlm.nih.gov/pubs/checklist.pdf. If it does not, list the standards that are not met and specify which portions of the application do not meet the standards.

2.4. DATABASE REQUIREMENTS

2.4.1. The application shall store data in a relational database management system (RDBM) with industry recognition as an enterprise solution.

2.4.2. The repository shall support standard relational database functionality including: record level data locking, referential integrity, access control, data security, and built-in XML support.

2.4.3. The data repository shall be ODBC/JBDC compliant.

2.5. APPLICATION REQUIREMENTS

2.5.1. The application shall allow external service providers to enter and maintain their own information into a set of tables where the input can be reviewed. After a submission is received and approved it shall be moved to the production tables and available for the application to display.

2.5.2. The application shall provide a tracking mechanism for the submission and verification of provider information.

2.5.3. The application shall restrict provider profile update capabilities to approved users.

2.5.4. The application shall be capable of importing data saved in other data sources:

- Delimited text files
- Fixed field text files
- Spreadsheets
- XML
- DBF files

2.5.5. The application shall be capable of exporting data in the following formats:

- Word
- Excel
- PDF
- XML

2.5.6. The application shall permit multiple program/services to be associated with a single provider.

2.5.7. The application shall provide access to news items, published articles and other written materials identified by the MDoA.

2.5.8. The application shall provide links to external web sites identified by the MDoA.

2.5.9. The application shall provide users with the ability to print a variety of blank forms.

2.5.10. The application shall provide users a list of commonly asked questions along with appropriate answers.

2.5.11. The application shall provide users a public calendar on which the dates and times of upcoming events and activities can be posted by the MDoA.

2.6. SECURITY REQUIREMENTS

2.6.1. The application shall meet the information security requirements of the Health Insurance Portability and Accountability Act Of 1996 (HIPAA).

2.6.2. Registered users of the system shall have a user name/password combination of their own choosing

2.6.3. The application shall provide authorized users who have forgotten their password with the ability to answer "challenge" questions; if the questions are answered correctly, the application shall then automatically e-mail the forgotten password to users.

2.6.4. The application shall provide supervisory override capability so that a user's access can be re-established if he or she forgets a password, or some other anomaly prevents users from logging on.

2.6.5. The application shall provide field-level and document-level security for all data under its control, such that any data in fields defined as secure, or documents or reports containing such data, shall not be released or otherwise made available to unauthorized entities.

2.6.6. The application shall be designed such that all network connections to external systems and clients outside the application's firewall are controlled in accordance with the State security standards.

2.6.7. The vendor shall perform or assist in the performance of an initial security assessment, and annual security reviews

2.6.8. The application shall utilize standard user ID and password security features, including administrator capability to add/remove user accounts and reset passwords to prevent unauthorized access to the web site.

2.6.9. The contractor shall ensure that the application supports an unlimited number of users with individually configurable security levels in the secure access component, i.e., the portions of the site unavailable to the general public, as opposed to registered users and users with even higher security clearances.

2.6.10. The contractor shall ensure that the application permits the administrator to assign user access levels on an individual user basis.

2.6.11. The contractor shall ensure that the application permits the administrator to assign website privileges based upon user access groups.

2.6.12. The contractor shall ensure that the application tracks all user identities and user activities.

2.6.13. The application shall be capable of limiting user access to certain pages based on the user's assigned group. User groups anticipated include:

- General public
- Registered public users
- Registered service providers
- Registered Subscribers (entities that would pay to access more detailed data)
- State and local ADRC employees
- State and local ADRC supervisors/managers
- System Administrator(s)

2.7. DESIRABLE FEATURES

This Subsection identifies features that are desirable, but **not required** as part of an Offeror's Base Proposal**.** These features are listed in order of importance to the MDoA. Note for each of these features, Offerors are to state in their proposal:

a. Whether or not the feature is available and can be provided by the Offeror and

b. For each feature that is available and can be provided:

(i) If the feature will be provided as part of the Offeror's Base Proposal or as a feature for which there would be an additional charge to the Department(See also Attachment F – Price Proposal) and
(ii) The attributes of the feature, in detail, including how it would interface with other features of the proposed solution.

2.7.1. Capacity for completion of forms online - The MDoA wishes to offer "registered users" the ability to complete a variety of forms online using information stored in their personal profile, and then print the completed forms. Any personal information provided by the user must be safeguarded through system security features. Please note that MDoA is interested in the applications technical capacity to complete forms on line. Responding in the affirmative to this Desirable Feature, i.e., indicating on the Price Proposal Form that offeror's product includes this capacity or can be modified to include this capacity for an additional cost, will not require the contractor to place any forms on line. (Of course an offeror can propose to do that.) What the Price Proposal Form seeks is what additional cost, if any, there would be to have the technical capacity to complete forms on line included in the offered application.

2.7.2. Service and Programs Search Tool – The MDoA wishes to:

a. assist users to:

(i) identify the types of services that may be available to an individual based on identified disabilities and needs of the individual and

(ii) make a preliminary estimate of eligibility for publicly subsidized programs based on an individual's age, income, and identified disabilities and needs; and

b. based on the information provided by a user, guide the user to appropriate provider lists and public programs.

Any personal information provided by a user must be safeguarded through system security features.

2.7.3. Electronic submission of forms – The MDoA wishes to offer "registered users" the ability to electronically submit personal information to service providers in support of the user's application for services (e.g., Medicare, Medicaid, etc.). The application should provide the option of permanently saving the user's personal information in the application's database in order to populate other forms in the future. Any personal information provided by the user must be safeguarded through system security features.

2.7.4. Personal folder – The MDoA wishes to offer "registered users" the ability to save and/or update personal information or information of interest such as other website addresses, upcoming events, and contacts in a secure area on the database. Any personal information provided by the user must be safeguarded through system security features.

2.7.5. User Surveys – The MDoA wishes to place different surveys online in order to solicit user information about their satisfaction with the website or for other purposes. As part of this process, the application should be capable of collating the survey results and making them available to authorized users.

2.7.6. Choice of language – The MDoA wishes to offer users the ability to view information deemed "important" in one or more alternate languages, other than English.

2.7.7. E-mail capabilities – The MDoA wishes to provide a website that offers users the ability to easily send an e-mail to the MDoA or other external service providers mentioned on the website from the user's e-mail account.

2.7.8. Site map – The MDoA wishes to offer users an easy to understand outline of the web pages available to all users (i.e., public use pages).

2.7.9. Spell check – The MDoA wishes to offer users a facility that identifies and suggests alternate spellings for misspelled words included in key word searches (including medical terminology), and other text field data entries.

2.8 Project Management, Schedule

2.8.1 Within 12 business days after Notice to Proceed, the Contractor shall present a Project Management Plan (PMP) that:

a. Provides the name and resume of the Contractor's Project Manager.

b. Describes the Contractor's project management approach and its capability to control and deliver the system proposed.

c. Describes the Contractor's project organization, listing all key personnel, with their responsibilities, qualifications, and experience.

d. Uses a phased approach to implementation.

e. Identifies and prioritizes the tasks to be completed in each phase.

f. Provides a detailed written description of any work to be subcontracted, with the name and address of the proposed subcontractor(s), including MBE subcontractors.

g. Includes an Issue Identification and Resolution Plan that provides how the Contractor shall receive, track, resolve, and communicate solutions of project management issues or system deficiencies identified during the COTS system implementation and the following period of maintenance and support.

h. Includes a Project Schedule.

2.8.2 The Project Schedule shall:

a. Show major project activities, milestones, and deliverables from Contract award through installation of a finished, fully operational MAP system.

b. Identify activities or phases that can be completed independently or simultaneously, as well as those that must be completed in sequence, before another activity or phase can begin.

c. Include a matrix that lists tasks and identifies the corresponding "owner."

2.9 DELIVERABLES: DELIVERY AND ACCEPTANCE

2.9.1 Written Deliverables. Drafts of all written deliverables are due at least two weeks in advance of the final deliverable date. For each written deliverable, draft and final, the Contractor shall submit to the Contract Manager one electronic copy compatible with Microsoft Office 2003 or Microsoft

Project 2003. All written deliverables shall demonstrate due diligence in meeting the scope and requirements of the associated final written deliverable. All written deliverables shall:

a. Be presented in a format appropriate for the subject matter and depth of discussion.

b. Be organized in a manner that presents a logical flow of the deliverable's content.

c. Represent factual information reasonably expected to have been known at the time of submittal.

d. Present information that is relevant to the portion of the deliverable being discussed.

2.9.2 Deliverables that are not a report or plan. For each deliverable that is not itself a report or plan, the Contractor shall submit a report summarizing the task assigned, issues resolved, and completion. A draft of the deliverable report should be submitted to the Contract Manager within 5 business days after completion of the deliverable. Required changes to the draft report should be submitted within 5 business days after receipt of MDoA comments.

2.9.3 Secure Information. If certain information is protected from general disclosure, a report shall state the nature of the information omitted and the reason for the omission.

2.9.4 Review and Acceptance of Deliverables. Upon receipt of a draft deliverable, the Contract Manager shall commence a review of the deliverable as required to validate its completeness and quality in meeting requirements. Review meetings with Contractor shall be required as deemed necessary by the Contract Manager. Upon completion of validation, the Contract Manager shall issue to the Contractor written notice of acceptance or rejection of the deliverable. In the event of rejection, the Contractor shall correct the identified deficiencies or non-conformities. Once the State's issues have been addressed and resolutions are accepted by the Contract Manager, the Contractor shall incorporate the resolutions into the deliverable and resubmit the deliverable for acceptance. Subsequent project tasks may not continue until deficiencies with a deliverable are rectified and accepted by the Contract Manager or the Contract Manager has specifically issued, in writing, a waiver for conditional continuance of project tasks. A deliverable shall not be accepted by MDoA until the Contract Manager acknowledges in writing that the deliverable appears to meet applicable requirements.

2.9.5 Deliverables. The State required deliverables are defined below. Within each deliverable or task, the Contractor may suggest in its proposal or Project Management Plan other subtasks or deliverables to improve the quality and success of the project.

a. Project Management Plan
b. Protocol for Data Collection
c. Populate Data for two counties selected by MDoA
d. Written Test Plan

e. Successfully Test and Deploy the application for the first two counties
f. Continuity of Operations Plan (COOP)
g. Training Materials
h. Populate the Data for the rest of the Maryland AAAs
i. System Level Documentation
j. Training
k. Support, Hosting, Operations, & Maintenance Plan
l. Deploy the application statewide
m. Quarterly Reports
n. Website Files and database files
o. Support, Host, Operate, and Maintain application for contract term

2.10 COTS SYSTEM TESTING AND IMPLEMENTATION

2.10.1 The Contractor shall manage system testing and provide the resources (staff, data processing, data storage) necessary.

2.10.2 The Contractor's Test Plan shall call for testing by representatives from MDoA, local agencies, and consumer and advocate groups. The Contractor shall work with the Contract Manager and representatives designated by the Contract Manager to prepare test scripts that are clearly mapped to the requirements of this RFP. The Test Plan shall include the full range of MAP activities, including:

a. End-to-end transaction testing. To ensure that Adds, Changes, and Deletes entered from different sites record properly in the MAP database.

b. Data Conversion.

c. System intrusion and denial of service testing.

d. Report production and printing (agency and individual generated).

e. Testing of COOP fail-over capability.

2.10.3 Failure of the system to pass the acceptance test may require the Contractor to correct the system and shall require the acceptance test to be repeated in its entirety.

2.11 TRAINING

2.11.1 The Contractor shall provide training on an initial and ongoing basis for MAP management staff members and MAP support personnel. Training shall be sufficient to enable support staff to provide technical assistance to MAP users experiencing problems with the system.

2.11.2 The Contractor shall provide a detailed description of all training required for the MAP system, including any advanced training required.

2.11.3 The Contractor shall provide qualified trainers.

2.11.4 Training materials shall be updated as changes to the MAP system are released.

2.11.5 The Contractor shall provide current electronic copies of all training materials, able to be reproduced for future training. MDoA reserves the right to reproduce any and all documents produced by the contractor at no cost to the State or any other system user.

2.11.6 Training materials shall be written at an appropriate reading level for the intended user audience and shall include relevant screenshots or other graphics detailing the system.

2.11.7 Training shall provide at least 2 consecutive hours of hands-on experience with the new system, and a means for evaluating the success of the individuals trained in learning the material presented.

2.12 SUPPORT, HOSTING, OPERATIONS & MAINTENANCE (SHO&M):

2.12.1 With the successful deployment of the application for the first two AAAs, SHO&M will commence. SHO&M activities shall encompass, at a minimum the following:

a. Providing MDoA, during the term of the contract, with continuous software maintenance coverage that includes new versions, upgrades, and authorized enhancements to the COTS solution. The Contractor shall load new versions, updates, enhancements, and modifications on the COTS system and application as required to keep the system current. The Contractor shall use appropriate and State-approved security methodology in all cases involving data transfer. The Contractor shall notify MDoA of any such updates or modifications prior to the upload to obtain approval to proceed. The Contractor shall continuously support and maintain the State-accepted version of the COTS system. If the Contractor intends to install any upgrade to the accepted COTS application, including an upgrade to third-party software on which the Contractor's software application is dependent, the upgrade shall operate within the current operating version of the MAP. If it does not, the Contractor may not install the upgrade until MDoA signifies in writing its readiness to accept the upgrade.

b. Maintaining support of any third-party software necessary for MAP operation.

c. Correcting malfunctions, defects, or operational problems.

d. Providing a system that complies with all federal and Maryland laws and regulations.

e. Instituting and performing standard backup and archival procedures at the host site, to ensure that the COTS application files under maintenance are preserved and recoverable.

2.12.2 The Contractor shall create and, after acceptance by MDoA, implement a Support, Hosting, Operations, & Maintenance Plan that addresses the requirements of this subsection 2.12. Please note that these are minimum requirements.

2.12.3 The Contractor shall provide unlimited e-mail consultation with technical help and telephone consultation via a toll-free hot line, between the hours of 8:00 a.m. and 6:00 p.m. Eastern Standard Time (EST), Monday through Friday.

2.12.4 The Contractor shall receive, track, resolve, and communicate solutions of system deficiencies identified during the period of maintenance and support in accordance with the approved Issue Identification and Resolution Plan.

2.12.5 MDoA shall notify the Contractor of problems by telephone, e-mail, or in writing, and the Contractor shall respond (Monday through Friday from 8:00 AM to 6:00 PM, Eastern Time) according to the severity of an issue:

a. Critical (system outage or a critical function of the system is not working due to a technical problem): Contractor shall respond within 30 min of initial contact and assign the problem to a technician.

b. Urgent (portions of the system inaccessible): Response within 1 hour of initial contact.

c. Normal: Response within 1 business day of initial contact.

2.12.6 To minimize multiple users calling in to report the same problem, when the problem warrants, the Contractor shall communicate to System Administrator(s) and State and local ADRC supervisors/managers and employees: (a) the reported problem, (b) the proposed resolution and timeline for correction, and (c) date and time of resolution. The goal is to keep the State and local ADRC users up to date on the status of problems.

2.12.7 Triage. The Contractor shall implement a method for prioritizing repair of reported problems, to ensure optimal use of Contractor resources throughout the Contract term. In general, the order of priority shall be: (a) issues preventing operation of the statewide system, (b) issues denying critical functionality to a large number of users, (c) issues denying critical functionality to a single local ADRC, in order from largest site to smallest, (d) issues denying functionality to a single user, (e) issues to improve overall system efficiency, and (f) issues to improve the efficiency of a group of users performing a particular task.

2.12.8 Web site availability. It is MDoA's goal that the MAP web site be available 100% of the time. Offeror's proposal shall include a proposed Web Site Availability Service Level Agreement (SLA) that specifies the levels of availability to which offeror will commit if awarded the contract. The SLA shall specify the percentage(s) of credit MDoA will be given against the payment due for "Host and Maintain application for contract term," if Contractor misses its service level commitments. If awarded the contract, offeror will be required to conform to the SLA submitted with its proposal.

2.12.9 The Contractor shall release the source code for system software to MDoA, without additional cost, if the Contractor discontinues software support during the contract term in a manner that constitutes a breach of its contract with MDoA.

2.13 POST IMPLEMENTATION WARRANTY

The Contractor shall provide a minimum of a one-year warranty on all application software provided. The warranty period begins after the Department provides formal notice of acceptance of the statewide implementation. The Contractor shall provide warranty services that resolve any problems with program code that do not meet the requirements of this RFP or the Contractor's accepted proposal. All warranty services shall be provided at no additional cost to the State.

2.14 RETAINAGE

Retainage shall be 5% of the fixed contract price because not all requirements are covered by the deliverables listed in the payment schedule. See Attachment F for the Payment Schedule. Contractor shall be paid the retainage upon successful completion of all contract requirements.

2.15 SOURCE CODE

2.15.1 Upon acceptance by the State of each software product that is a Commercial Off-the-Shelf (COTS) product, or where previous source code exists for any software included as part of the COTS system, the Contractor shall enter into an escrow agreement, at the Contractor's expense, and shall place two copies of the software source code and two copies of each item of Software Source Code Documentation (see Definitions) at a mutually agreed upon escrow agent's vaulting location in the Baltimore/ Washington area of Maryland. Throughout the Contract, the Contractor shall maintain in escrow the most current version of software utilized to operate, maintain, and host the web site. MDoA shall own any customized part of the source code that was created in meeting the State's needs. Software source code shall be stored on compact discs or other media designated by the State. The escrow agreement shall provide that the source code may be withdrawn by the State if the Contractor files for bankruptcy or fails to support the COTS software application as specified in the Contract.

2.15.2 Software Rights to be Conveyed to the State. Upon the filing of a voluntary or involuntary bankruptcy petition or any other insolvency proceeding relating to the Contractor, or upon Contractor dissolution, Contractor merger with or acquisition by another company, or Contractor discontinuance of support of any software or system provided under the Contract, the Contractor shall convey to the State Contractor's interest in all software that comprises any part of the COTS system together with all licenses, source codes, and associated Software Source Code Documentation. These rights include but are not limited to the right to use, and cause others to use on behalf of the State, said software, licenses, source codes, and Software Source Code Documentation.

2.16 END-OF-CONTRACT TRANSITION

The Contractor shall provide transition efforts to ensure a quality, smooth, efficient, and timely transition to the MDoA or MDoA's agents. Near the end of the Contract term, at a time requested by MDoA, the Contractor shall support end-of-contract transition efforts with technical, business, and project support. The Contractor shall provide and implement with MDoA a plan that outlines the steps necessary for transition to a new SHO&M vendor should MDoA procure a new SHO&M vendor at the end of the Contract term.

SECTION 3 – PROPOSAL FORMAT

3.1. TWO PART SUBMISSION

Offerors shall submit proposals in two separate volumes:

- "Volume I – (TECHNICAL PROPOSAL)"
- "Volume II – (FINANCIAL PROPOSAL)"

3.2. PROPOSALS

Volume I-Technical Proposal must be sealed separately from Volume II-Financial Proposal, but submitted simultaneously to the Procurement Officer (address listed on Key Information Summary and in Subsection 1.5). This is the only address to which proposals may be submitted. An unbound original, so identified, and ten (10) unbound copies of each volume are to be submitted. Hard copies must be a complete proposal containing all information contained on the CDs described below, unless otherwise directed in Section 4.

Offerors must attach to the original Technical Proposal one (1) separate CD containing an electronic version of Volume I-Technical Proposal (in MS Excel or Word format, as appropriate). Offerors must also attach to the original Financial Proposal one (1) separate CD containing an electronic version of the Volume II-Financial Proposal (in MS Excel format).

Please note that the Offeror must provide separate CDs for the Technical Proposal and the Financial Proposal, resulting in two (2) CDs attached to the proposal. The CDs containing the electronic responses should be placed in separate envelopes labeled "Offeror Response CDs – Volume "X" ("X" is Volume I or Volume II, as appropriate).

3.3. SUBMISSION

Each Offeror is required to submit a separate sealed package for each Volume, to be labeled "Volume I-Technical Proposal" and "Volume II-Financial Proposal" respectively. Each sealed package must bear the RFP title and number, name and address of the Offeror, the volume number (I or II), and the closing date and time for receipt of the proposals on the outside of the package. Please label the electronic media with Volume I-Technical Proposal and Volume II-Financial Proposal, as appropriate.

All pages of both proposal volumes must 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 must accompany the Technical Proposal. The purpose of this letter is to transmit the proposal and acknowledge the receipt of any addenda/amendments. 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.

3.4.2. **Format of Technical Proposal; Required Submissions**

The Technical Proposal must be submitted in a separate sealed package labeled "Volume I - Technical Proposal" and must bear the name and address of the Offeror, the name and number of the RFP and the closing date for proposals on the outside of the package. Inside this package include the following items:

- an unbound original, to be so labeled;
- ten (10) hard copies; and
- one (1) electronic copy on a CD (in MS Excel or Word format, as appropriate), that has been placed in a separate envelope labeled as described in Subsection 3.2.

The technical proposal shall include the following:

3.4.2.1. **Title and Table of Contents**

The Technical Proposal should begin with a title page bearing the name and address of the Offeror and the name and number of this RFP. This should be followed by a table of contents for the Technical Proposal. Information that is claimed to be confidential is to be identified after the Title Page and before the Table of Contents.

3.4.2.2. **Executive Summary**

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

WARNING: Exceptions to terms and conditions of the RFP, the contract, or any other attachment may result in having the proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award.

3.4.2.3. **Response to Scope of Work**

In a concise manner, the Offeror shall address each subrequirement in Section 2 Scope of Work and describe how the Offeror's proposed application and services will meet those requirements. The Offeror should use the sub-headings provided by this RFP to organize the response.

In regard to the **Desirable Features** described in Subsection 2.7, the Offeror shall address each feature listed in terms of whether or not it is available and can be provided by the Offeror as of the time of proposal submission. If the feature is not included as part of the application proposed or offered, please state so. If the feature is available and can be provided by the Offeror, please describe (a) the feature's capabilities and limitations, and (b) how the feature's application and services will meet the applicable desires and requirements of the Department. Note that the Offeror may be asked to present a demonstration of the application. During this demo, the Offeror will be asked to demonstrate each feature identified as available and capable of being provided by the Offeror, whether or not it is included in the Offeror's Base Proposal. If a feature is available and can be provided by the Offeror, but is not included as part of the Offeror's Base Proposal, describe how efficiently and effectively the feature could be added at a later time if the Department does not elect to purchase the feature under this procurement.

3.4.2.4. **Corporate Experience and Capability**

A. The Offeror shall describe its overall experience and past performance in providing services similar to those solicited. As part of this description, include the following information for at least 3 clients:

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

Note that requirement 2.2.1. found in Section 2 (Scope of Work) of this RFP stipulates that the contractor shall have worked with at least one other jurisdiction in establishing a website that serves the needs of older adults, adults of all ages who have disabilities, and/or their care givers.

B. The Offeror shall also provide a list of all contracts with any entity of the State of Maryland that it is currently performing or which has been completed within the last 5 years. For each identified contract the Offeror is to provide the State contracting entity and the State employee contact person (name, title, telephone number and email, if possible). The Procurement Officer or a designee will contact the identified State agencies, or the

most appropriate ones if many contracts are involved, to ascertain the Offeror's level of performance of State contracts.

Information obtained regarding the Offeror's level of performance on State contracts will be considered as part of the experience and past performance evaluation criteria of the RFP.

3.4.2.5. **Financial Capability and Statements**

The Offeror shall provide evidence that the Offeror has the financial capacity to provide the services by providing copies of the last two (2) year end financial statements (independently audited preferred). The financial statements must be for the entity proposing to provide services under this RFP, i.e., the entity that will enter into the contract if awarded, and not for any prospective owners or parent companies not directly involved in the provision of services.

The Offeror shall provide a list of applicable insurance the Offeror carries for liability purposes.

3.4.2.6**. Staffing Plan, Personnel, Qualifications and Professional Experience**

The Offeror shall provide a staffing plan, identifying its proposed Project Manager and describing how the Offeror intends to staff this Contract to meet the State's needs. As part of the staffing plan, the Offeror shall submit the resumes of the proposed staff to complete the work required by the Contract. The resumes and staffing plan should highlight any staff's work on projects submitted as references by the Contractor.

3.4.2.7. **Subcontractors**

A. Offerors shall identify all subcontractors and the role these subcontractors will have in the performance of the contract. MBE subcontractors must also be identified in the Proposal and each subcontractor question must be answered with regard to each MBE (see Attachment D).

B. A summary of the experience and expertise of the proposed subcontractors shall be provided as part of the Offeror's Technical Proposal. At least one reference for each subcontractor shall also be provided.

C. Offerors must submit completed and fully executed ATTACHMENTS D-1 and D-2 with their Technical Proposal.

3.4.2.8. **Conflict of Interest**

Each Offeror must complete and submit a Conflict of Interest Affidavit with the Technical Proposal. A copy of this Affidavit is included as ATTACHMENT G of this RFP. If the Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the Procurement Officer may reject an Offeror under COMAR 21.06.02.03B.

3.4.2.9. **Economic Benefit Factors**

1) The Offeror shall describe the benefits that will accrue to the State of Maryland economy as a direct or indirect result of the Offeror's performance of the contract resulting from this RFP. The Offeror shall take into consideration the following elements. (Do not include any detail of the financial proposal with this technical information):

   a. The estimated percentage of contract dollars to be recycled into Maryland's economy in support of the contract, through the use of Maryland subcontractors, suppliers and joint venture partners. Offerors should be as specific as possible and provide a percentage breakdown of expenditures in this category.

   b. The estimated number and types of jobs for Maryland residents resulting from this contract. Indicate job classifications, number of employees in each classification, and the aggregate Maryland payroll percentages to which the contract has committed at both prime and, if applicable, subcontract levels.

   c. Tax revenues to be generated for Maryland and its political subdivisions as a result of this contract. Indicate tax category (sales tax, inventory taxes and estimated personal income taxes for new employees). Provide a forecast of the total tax revenues resulting from the contract.

   d. The estimated percentage of subcontract dollars committed to Maryland small businesses and MBEs.

(2) In addition to the factors listed above, the Offeror should explain any other economic benefit to the State of Maryland that would result from the Offeror's proposal.

3.4.2.10. Additional Required Technical Submissions (with original of Technical Proposal only)

- Completed and signed Bid/Proposal Affidavit (Attachment B)
- Certified MBE Utilization and Fair Solicitation Affidavit (Attachment D-1)
- MBE Participation Schedule (Attachment D-2)
- Completed Living Wage Affidavit of Agreement (Attachment H)

3.5. VOLUME II - FINANCIAL PROPOSAL

Under separate sealed cover from the Technical Proposal and clearly identified with the same information noted on the Technical Proposal, the Offeror must submit the following items:

- an unbound original, to be so labeled;
- ten (10) hard copies; and

- one (1) electronic copy on a CD (in MS Excel or Word format, as appropriate), that has been placed in a separate envelope labeled as described in Subsection 3.2.

The Financial Proposal must contain all cost information in the format specified in ATTACHMENT F.

SECTION 4 – EVALUATION CRITERIA AND SELECTION PROCEDURE

4.1. EVALUATION CRITERIA

Evaluation of the Offeror's proposal will be performed by a committee organized for that purpose. Evaluations will be based on the criteria set forth below.

4.2. TECHNICAL CRITERIA

The criteria to be applied to each Technical Proposal are as follows, listed in descending order of importance:

4.2.1. Judged quality and comprehensiveness of the proposed application package.

4.2.2. Judged quality of all available Desirable Features identified in Subsection 2.7.

4.2.3. Offeror experience and capabilities.

4.2.4. Experience and capabilities of the Offeror's proposed personnel.

4.2.5. Economic benefit to the State of Maryland.

4.3. FINANCIAL CRITERIA

The award of the contract will be 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 will be given greater weight than price factors.

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 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

The 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 revision of proposals during these 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.

4.5.2. Selection Process Sequence

1) The first level of review will be an evaluation for technical merit. During this review oral presentations and discussions may be held. The purpose of such discussions will be to assure a full understanding of the State's requirements and the Offeror's ability to perform, and to facilitate arrival at a contract that will be most advantageous to the State. For scheduling purposes, Offerors should be prepared to make an oral presentation and participate in discussions within six weeks after the delivery of proposals to the State. The Procurement Officer will contact Offerors when the schedule is set by the State.

2) Offerors must confirm in writing any substantive oral clarification of, or change in, their proposals made in the course of discussions. Any such written clarification or change then becomes part of the Offeror's proposal.

3) The Financial Proposal of each Offeror will be evaluated separately from the technical evaluation. After a review of the financial proposals of Offerors, the Procurement Officer may again conduct discussions.

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 (BAFOs).

4.6. **AWARD DETERMINATION**

Upon completion of all discussions and negotiations, reference checks, and site visits, if any, the Procurement Officer will recommend award of the 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 will be given greater weight than price factors.

ATTACHMENT A – SAMPLE STATE CONTRACT

THIS CONTRACT is made this _____day of _____, 2008 by and between _____ and the MARYLAND DEPARTMENT OF AGING.

IN CONSIDERATION of the premises and the covenants herein contained, the parties agree as follows:

Definitions

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

1.1 "Contract" means ____.

1.2 "Contractor" means _____.

1.3 "Contract Manager" means the individual identified in Subsection 1.5 of the RFP or a successor designated by the Department.

1.4 "Department" means the Maryland Department of Aging.

1.5 "Financial Proposal" means the Contractor's Financial Proposal.

1.6 "Procurement Officer" means the individual identified in Subsection 1.5 of the RFP or a successor designated by the Department.

1.7 "RFP" means the Request for Proposals for the Maryland Access Point (MAP) Website dated _____.

1.8 "State" means the State of Maryland.

1.9 "Technical Proposal" means the Contractor's Technical Proposal.

2. Scope of Work

2.1 The Contractor shall provide _____. These services shall be provided in accordance with this Contract and the following exhibits, which are attached and incorporated herein by reference:

Exhibit A - The RFP.

Exhibit B - The Technical Proposal.

Exhibit C - The Financial Proposal.

Exhibit D – State Conflict of Interest Affidavit.

2.2 If there are any inconsistencies between this Contract and Exhibits A, B, C, and D, the terms of this Contract shall control. If there is any conflict among the Exhibits, Exhibit A shall control.

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

3. Time for Performance

The Contractor shall begin providing services under this Contract upon the later of execution by the Department or _____. Unless terminated earlier as provided in this Contract, the Contractor shall continue to provide services until _____.

4.1 Consideration and Payment

In consideration of the satisfactory performance of the work set forth in this Contract, the Department shall pay the Contractor in accordance with the terms of Exhibit C, Contractor's Financial Proposal. Except with the express written consent of the Procurement Officer, payment to the Contractor for the services required pursuant to this Contract shall not exceed $_____ during the entire term of this Contract, including the base term and any option exercised by the State.

4.2 Invoices must be provided in the format and on the schedule identified in the RFP. Each invoice must reflect the Contractor's federal tax identification number, which is _____. The Contractor's e-Maryland Marketplace identification number is _____. Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the State's receipt of a proper invoice from the Contractor. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time to time amended, are prohibited. The final payment under this Contract will not be made until after certification is received from the Comptroller of the State that all taxes have been paid.

4.3 In addition to any other available remedies if, in the opinion of the Procurement Officer, the Contractor fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the Contractor to be reduced or withheld until such time as the Contractor meets performance standards as established by the Procurement Officer pursuant to this Contract

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

5. Personnel

5.1 Contractor agrees that all personnel identified in its Technical Proposal shall be assigned to the State account for the term of the Contract, including any extension, unless such personnel are no longer employed by the Contractor.

6. Rights to Records

6.1 The Contractor agrees that all documents and materials, including but not limited to, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, graphics, mechanical, artwork, computations and data prepared by the Contractor for purposes of this Contract shall be the sole property of the Department and shall be available to the Department at any time. The Department shall have the right to use the same without restriction and without compensation to the Contractor other than that specifically provided by this Contract. Nothing in this Article 6 shall abrogate or transfer any intellectual property rights of the Contractor in its proprietary information related to its methodologies, methods of analysis, ideas, know-how, methods, techniques and skills possessed prior to this Contract.

6.2 The Contractor agrees that at all times during the term of this Contract and thereafter, the works created and services performed under this Contract shall be "works made for hire" as that term is interpreted under U.S. copyright law. To the extent that any products created under this Contract are not works for hire for the Department, the Contractor hereby relinquishes, transfers, and assigns to the State all of its rights, title, and interest (including all intellectual property rights) to all such products created under this Contract, and will cooperate reasonably with the State in effectuating and registering any necessary assignments.

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

6.4 The State shall have the sole and exclusive right to use, duplicate, distribute, and disclose any data, databases, derived data products, information, documents, records, or results, in whole or in part, in any manner for any purpose whatsoever, that may be created, collected, manipulated, generated, or purchased by the State from the Contractor in connection with this Contract (collectively, the "Data"). The Data shall be the sole property of the State.

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

7. Confidentiality

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

8. Patents, Copyrights, Intellectual Property

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

8.2 The Contractor shall defend or settle, at its own expense, any claim or suit against the State alleging that any such item furnished by the Contractor infringes any patent, trademark, copyright, or trade secret. If a third party claims that a Product infringes that party's patent or copyright, the Contractor shall defend the Agency against that claim at Contractor's expense and shall pay all damages, costs and attorney fees that a Court finally awards, provided the Agency (i) promptly notifies the Contractor in writing of the claim; and (ii) allows Contractor to control and cooperates with Contractor in, the defense and any related settlement negotiations. The obligations of this paragraph are in addition to those stated in article 6 and 26.

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

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

9. Non-Hiring of Employees

No official or employee of the State of Maryland as defined under State Government Article section 15-102, Annotated Code of Maryland, whose duties as such official or employee include matters relating to or affecting the subject matter of this Contract shall, during the pendancy and term of this Contract and

while serving as an official or employee of the State become or be an employee of the Contractor or any entity that is a subcontractor on this Contract.

10. Disputes

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

11. Maryland Law

This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland.

12. Nondiscrimination in Employment

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

13. Contingent Fee Prohibition

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

14. Nonavailability of Funding

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

15. Termination for Cause

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

16. Termination for Convenience

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

17. Delays and Extensions of Time

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

the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

18. Suspension of Work

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

19. Pre-Existing Regulations

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

20. Financial Disclosure

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

21. Political Contribution Disclosure

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

22. Retention of Records

The Contractor shall retain and maintain all records and documents in any way relating to this Contract for six years after final payment by the State of Maryland under this Contract or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized

representatives of the State, including the Procurement Officer or the Procurement Officer's designee, at all reasonable times. All records related in any way to the Contract are to be retained for the entire time provided under this section.

23. Compliance with Laws

The Contractor hereby represents and warrants that:

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

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

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

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

24. Cost and Price Certification

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

The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date agreed upon by the parties, was inaccurate, incomplete, or not current.

25. Subcontracting; Assignment

The Contractor may not subcontract any portion of the services provided under this Contract without obtaining the prior written approval of the State of Maryland, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the State. Any such subcontract or assignment shall include the terms of articles 9, and 11 through 24 of this Contract and any other terms and conditions that the State deems necessary to protect its interests. The State shall not be responsible for the fulfillment of the Contractor's obligations to the subcontractors.

26. Indemnification

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

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

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

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

27. Administrative

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

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

If to the State: Procurement Officer
Maryland Department of Aging
301 West Preston Street, Room 1007
Baltimore, Maryland 21201

If to the Contractor:

_____
_____
_____

28. Commercial Non-Discrimination

28.1 As a condition of entering into this Contract, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and

private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

28.2 The Contractor shall include the above Commercial Nondiscrimination clause, or similar clause approved by the Maryland Department of Aging, in all subcontracts.

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

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

CONTRACTOR	MARYLAND DEPARTMENT OF AGING
_____	_____
By:	By: Gloria Lawlah, Secretary
_____	_____
Date	Date
_____	_____
Witness	Witness

Approved for form and legal sufficiency this _____ day of _____ 2008.

_____
Assistant Attorney General

ATTACHMENT B - BID/PROPOSAL AFFIDAVIT
(Authorized Representative and Affiant)

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the (title) _____ and the duly authorized representative of (business) _____ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

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

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

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

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

_____
_____
_____.

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

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

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

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

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

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

(4) Been convicted of a violation of the State Minority Business Enterprise Law, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(5) Been convicted of a violation of the Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (1) through (5) above;

(7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;

(8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or

(9) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in Section B and subsections (1) through (7) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

_____
_____
_____.

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

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

_____
_____
_____.

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

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

_____
_____
_____.

G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:
(1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;
(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or Offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

I. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

J. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

K. DRUG AND ALCOHOL FREE WORKPLACE

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

I CERTIFY THAT:

(1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.
(2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
(a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;

(b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
(c) Prohibit its employees from working under the influence of drugs or alcohol;
(d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
(e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
(f) Establish drug and alcohol abuse awareness programs to inform its employees about:
(i) The dangers of drug and alcohol abuse in the workplace;
(ii) The business' policy of maintaining a drug and alcohol free workplace;
(iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
(iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
(g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §J (2) (b), above;
(h) Notify its employees in the statement required by §J (2) (b), above, that as a condition of continued employment on the contract, the employee shall:
(i) Abide by the terms of the statement; and
(ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;
(i) Notify the procurement officer within 10 days after receiving notice under §J(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;
(j) Within 30 days after receiving notice under §J (2) (h) (ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:
(i) Take appropriate personnel action against an employee, up to and including termination; or
(ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and
(k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §J (2) (a)—(j), above.
(3) If the business is an individual, the individual shall certify and agree as set forth in §J (4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.
(4) I acknowledge and agree that:
(a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;
(b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and
(c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

L. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) The business named above is a (domestic ___) (foreign __) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is (IF NOT APPLICABLE, SO STATE):

Name: _____
Address: _____
_____
_____

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

M. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

N. Repealed.

O. ACKNOWLEDGEMENT

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

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

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

ATTACHMENT C - CONTRACT AFFIDAVIT

COMAR 21.07.01.25

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the _____(title) and the duly authorized representative of
_____(business)
and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) The business named above is a (domestic_____) (foreign_____) corporation registered in accordance with Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessment and Taxation is:

Name: _____

Address: _____

_____

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

C. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgments contained in that certain Bid/Proposals Affidavit dated_____, 20____, and executed by me for the purposed of obtaining the contract to which this Exhibit is attached remains true

and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

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

DATE: _____

BY: _____
(Signature)

_____
(Authorized Representative and Affidavit)

ATTACHMENT D - MINORITY BUSINESS ENTERPRISE PARTICIPATION

State of Maryland
Department of Aging

PURPOSE

COMAR 21.11.03 Provide maximum contracting opportunities be extended to certified minority business enterprises, and establishes.

The Prime Contractor shall structure its procedures for the performance of the work required in this contract to attempt to achieve the Minority Business Enterprise (MBE) goal stated in the Invitation for Bids (IFB) or Request for Proposals (RFP). MBE performance must be in accordance with this Exhibit, as authorized by Minority Business Enterprise Policies as set forth by 21.11.03 of the Code of Maryland Regulations (COMAR). Accordingly, the Contractor agrees to exercise all good faith efforts to carry out the requirements set forth in this Exhibit.

To meet the goal using MBE subcontractors, all Prime Contractors must:

- ❑ Identify work areas for subcontracting
- ❑ Solicit minority business enterprises through written notice or personal contact
- ❑ Help minority businesses meet bonding requirements or grant them a waiver of bonding requirements
- ❑ Identify their MBE subcontractors at the time they submit their bids or proposals

MBE GOALS AND SUB GOALS

❑ An MBE subcontract participation goal of 25% percent of the total contract dollar amount has been established for this procurement. By submitting a response to this solicitation, the bidder or Offeror agrees that this dollar amount of the contract will be performed by certified minority business enterprises

OR

❑ An overall MBE subcontract participation goal of ___ percent of the total contract dollar amount has been established for this procurement. This dollar amount includes:

- ❑ A sub-goal of ____ percent of the total contract dollar amount to be allocated to certified minority business enterprises classified as women-owned businesses.
- ❑ A sub-goal of ___ percent of the total contract dollar amount to be allocated to certified minority business enterprises classified as African American-owned businesses.

By submitting a response to this solicitation, the bidder or Offeror agrees that these dollar amounts of the contract will be performed by certified minority business enterprises as specified.

- ♦ A prime contractor — including an MBE prime contractor — must accomplish an amount of work not less than the MBE subcontract goal with certified MBE subcontractors. (COMARS 21.11.03.09B(2)
- ♦ A prime contractor comprising a joint venture that includes MBE partner(s) must accomplish the MBE subcontract goal with certified MBE subcontractors.

SOLICITATION AND CONTRACT FORMATION

- A bidder or Offeror must include with its bid or offer:

  (1) A completed Certified MBE Utilization and Fair Solicitation Affidavit (Attachment D-1) whereby the bidder or Offeror acknowledges the certified MBE participation goal or requests a waiver, commits to make a good faith effort to achieve the goal, and affirms that MBE subcontractors were treated fairly in the solicitation process.

  (2) A completed MBE Participation Schedule (Attachment D-2) whereby the bidder or Offeror responds to the expected degree of Minority Business Enterprise participation as stated in the solicitation, by identifying the specific commitment of certified Minority Business Enterprises at the time of submission. The bidder or Offeror shall specify the percentage of contract value associated with each MBE subcontractor identified on the MBE Participation Schedule.

     a. COMARS 21.11.03.09C(5) The failure of a bidder to complete and submit theMBE utilization affidavit and the MBE participation schedule shall result in a determination that the bid is not responsive.

     b. COMARS 21.11.03.09C(6) The failure of an Offeror to complete and submit the MBE utilization affidavit and the MBE participation schedule shall result in a determination that the proposal is not susceptible of being selected for award.

- Within 10 working days from notification that it is the apparent awardee or from the date of the actual award, whichever is earlier, the apparent awardee must provide the following documentation to the Procurement Officer.

  (1) Outreach Efforts Compliance Statement (Attachment D-3)

  (2) Subcontractor Project Participation Statement (Attachment D-4)

  (3) If the apparent awardee has requested a waiver (in whole or in part) of the overall MBE goal or of any sub-goal as part of the previously submitted Attachment D-1, it must submit documentation supporting the waiver request that complies with COMAR 21.11.03.11.

  (4) Any other documentation required by the Procurement Officer to ascertain bidder or Offeror responsibility in connection with the certified MBE participation goal.

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

MBE REPORTING INSTRUCTIONS

Prime Contractor shall:

1. Submit by the 15th of each month to the Department a separate report for each (Attachment D-5) Subcontractor. The report shall lists:

a) all payments made to the MBE subcontractor during the previous 30 days

b) **any unpaid invoices over 30 days old received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made.**

2. Include in its written agreements with the MBE subcontractors as listed on the MBE Participation Schedule a requirement that those subcontractors submit monthly to the Department a report **(Attachment D-6)** that identifies the prime contract. The D-6 report shall lists:

   a) all payments received from the Prime Contractor during the previous 30 days

   b) any outstanding invoices to include number and date, and the invoice amount

3. Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority subcontractors employed on the contract, the type of work performed by each, and the actual dollar value of work performed. **Subcontract agreements documenting the work performed by all MBE participants must be retained by the Contractor and furnished to the Procurement Officer on request.**

4. Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the MBE participation obligations. **Contractor must retain all records concerning MBE participation and make them available for State inspection for three years after final completion of the contract.**

5. At the option of the Procurement Agency, upon completion of the contract and before final payment and/or release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

Attachments

D-1 Certified MBE Utilization and Fair Solicitation Affidavit (must be submitted with bid or offer)

D-2 MBE Participation Schedule (must be submitted with bid or offer)

D-3 Outreach Efforts Compliance Statement (must be submitted within 10 working days of notification of apparent award or actual award, whichever is earlier)

D-4 Subcontractor Project Participation Statement (must be submitted within 10 working days of notification of apparent award or actual award, whichever is earlier)

D-5 Prime Contractor Paid/Unpaid MBE Invoice Report (must be submitted monthly by the Prime Contractor)

D-6 Subcontractor Paid/Unpaid MBE Invoice Report (must be submitted monthly by the MBE subcontractor)

ATTACHMENT D-1
Certified MBE Utilization and Fair Solicitation
AFFIDAVIT

This document shall be included with the submittal of the bid or offer. If the bidder or Offeror fails to submit this form with the bid or offer, the Procurement Officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award. (COMARS 21.11.03.09C(5) and 21.11.03.09C(6))

In conjunction with the bid or offer submitted in response to Solicitation No. _MDoA08-001_____, I affirm the following:

1. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of 25% percent and, if specified in the solicitation, sub-goals of 0 percent for MBEs classified as African American-owned and 0 percent for MBEs classified as women-owned. I have made a good faith effort to achieve this goal.

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   OR

   After having made a good faith effort to achieve the MBE participation goal, I conclude I am unable to achieve it. Instead, I intend to achieve an MBE goal of _____% and request a waiver of the remainder of the goal. If I submit the apparent low bid or am selected as the apparent awardee (competitive sealed proposals), I will submit written waiver documentation that complies with COMAR 21.11.03.11 within 10 business days of receiving notification that our firm is the apparent low bidder or the apparent awardee.

2. I have identified the specific commitment of certified Minority Business Enterprises by completing and submitting an MBE Participation Schedule (Attachment D-2) with the bid or proposal.

3. I acknowledge that the MBE subcontractors/suppliers listed in the MBE Participation Schedule will be used to accomplish the percentage of MBE participation that I intend to achieve.

4. I understand that if I am notified that I am the apparent awardee, I must submit the following documentation within 10 working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier.

   (a) Outreach Efforts Compliance Statement (Attachment D-3)

   (b) Subcontractor Project Participation Statement (Attachment D-4)

   (c) MBE Waiver Documentation per COMAR 21.11.03.11 (if applicable)

   (d) Any other documentation required by the Procurement Officer to ascertain bidder or Offeror responsibility in connection with the certified MBE participation goal.

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

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

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I solemnly affirm under the penalties of perjury that the contents of this paper are true to the best of my knowledge, information, and belief.

_____	_____
Bidder/Offeror Name	Signature of Affiant
_____	_____
Address	Printed Name, Title
_____	
	_____
	Date

SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL

ATTACHMENT D-2
MBE Participation Schedule
(for submission with bid or proposal)

This document shall be included with the submittal of the bid or offer. If the bidder or Offeror fails to submit this form with the bid or offer, the procurement officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

Prime Contractor (Firm Name, Address, Phone)	Project Description
Project Number	
List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed/NAICS	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/NAICS	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/NAICS	
Percentage of Total Contract	

USE ATTACHMENT D-2 CONTINUATION PAGE AS NEEDED

SUMMARY

TOTAL MBE PARTICIPATION: _____%
TOTAL WOMAN-OWNED MBE PARTICIPATION: _____%
TOTAL AFRICAN AMERICAN-OWNED MBE PARTICIPATION: _____%

Document Prepared By: (please print or type)

Name:_____ Title:_____

ATTACHMENT D-2

MBE Participation Schedule (continued)

List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed/NAICS	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/NAICS	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/NAICS	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/NAICS	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/NAICS	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/NAICS	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/NAICS	
Percentage of Total Contract	

ATTACHMENT D-3
Outreach Efforts Compliance
Statement

In conjunction with the bid or offer submitted in response to Solicitation No. _MDoA08-001_____,
I state the following:

1. Bidder/ Offeror took the following efforts to identify subcontracting opportunities in these specific work categories:

2. Attached to this form are copies of written solicitations (with bidding instructions) used to solicit certified MBEs for these subcontract opportunities.

3. Bidder/Offeror made the following attempts to contact personally the solicited MBEs:

4. ☐ Bidder/Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements. (DESCRIBE EFFORTS)

   ☐ This project does not involve bonding requirements.

5. ☐ Bidder/Offeror did/did not attend the pre-bid/proposal conference
   ☐ No pre-bid/proposal conference was held.

_____ By: _____
Bidder/Offeror Name Name

_____ _____
Address Title

_____
Date

ATTACHMENT D-4

Subcontractor Project Participation Statement

SUBMIT ONE FORM FOR EACH MBE LISTED ON THE MBE PARTICIPATION SCHEDULE

Provided that _____ is awarded the State contract in conjunction with
(Prime Contractor Name)
Solicitation No. _MDoA08-001_____, it and _____,
(Subcontractor Name)

MDOT Certification No._____, intend to enter into a contract by which subcontractor shall:

(describe work)_____

_____

_____

_____

_____

☐ No bonds are required of Subcontractor

☐ The following amount and type of bonds are required of Subcontractor:

By:	By:
_____	_____
Prime Contractor Signature	Subcontractor Signature
_____	_____
Name	Name
_____	_____
Title	Title
_____	_____
Date	Date

ATTACHMENT D-5

This form is to be completed monthly by the prime contractor.

Maryland Department of Aging
Minority Business Enterprise Participation
Prime Contractor Paid/Unpaid MBE Invoice Report

Report #: _____ Reporting Period (Month/Year): _____ **Report is due by the 15th of the month following the month the services were provided.**	Contract #: Contracting Unit: Contract Amount: MBE Subcontract Amt: Project Begin Date: Project End Date: Services Provided:

Prime Contractor:	Contact Person:	
Address:		
City:	State:	ZIP:
Phone:	FAX:	
Subcontractor Name:	Contact Person:	
Phone:	FAX:	
Subcontractor Services Provided:		

List all payments made to MBE subcontractor named above during this reporting period: **Invoice#** **Amount** **1.** **2.** **3.** **Total Dollars Paid: $_____**	**List dates and amounts of any outstanding invoices:** **Invoice #** **Amount** **1.** **2.** **3.** **Total Dollars Unpaid: $_____**

**If more than one MBE subcontractor is used for this contract, you must use separate D-5 forms.

****Return one copy (hard or electronic) of this form to the following address (electronic copy with signature and date is preferred):**

MBE Officer
Maryland Department of Aging
Procurement Unit
301 W. Preston St, Room 1007
Baltimore, MD 21201

Signature:_____ Date:_____

ATTACHMENT D-6
Minority Business Enterprise Participation
Subcontractor Paid/Unpaid MBE Invoice Report

Report#: ____ Reporting Period (Month/Year): _____ **Report is due by the 15th of the month following the month the services were performed.**	Contract # Contracting Unit: MBE Subcontract Amount: Project Begin Date: Project End Date: Services Provided:

MBE Subcontractor Name:		
MDOT Certification #:		
Contact Person:		
Address:		
City:	State: Maryland	ZIP:
Phone:	FAX:	
Subcontractor Services Provided:		

List all payments received from Prime Contractor during reporting period indicated above. **Invoice Amt** **Date** **1.** **2.** **3.** **Total Dollars Paid: $_____**	**List dates and amounts of any unpaid invoices over 30 days old.** **Invoice Amt** **Date** **1.** **2.** **3.** **Total Dollars Unpaid: $_____**
Prime Contractor:	Contact Person

****Return one copy (hard or electronic) of this form to the following address (electronic copy with signature and date is preferred):**

MBE Officer
Maryland Department of Aging
Procurement Unit
301 W. Preston St, Room 1007
Baltimore, MD 21201

Signature:_____ Date:_____

ATTACHMENT E - PRE-PROPOSAL CONFERENCE RESPONSE FORM

Solicitation No. MDoA08-001

Project Title: Maryland Access Point (MAP) Website

A Pre-proposal Conference will be held on August 1, 2008 at 10:00 a.m. (local time) at:

Maryland Department of Aging
301 West Preston Street
Suite 1007
Baltimore, Md. 21201

Directions to the Pre-proposal meeting site:

From I-95: Exit I-395 North, exit Martin Luther King (MLK) Blvd, continue north on MLK to Eutaw Street. Left on Eutaw Street, one block to right on Preston Street. One block to left into Public Parking Lot. 301 W. Preston Street is directly across from the parking lot.

Please e-mail, Fax or return this form by 1:00 PM on July 25, 2008 advising whether or not you plan to attend this Conference.

E-mail or fax this form to the Procurement Officer:

Lisa Williams
Office Phone: (410) 767-1089
Fax: (410) 333-7943
E-mail: alw@ooa.state.md.us

Please indicate:

_____ Yes, the following representatives will be in attendance:

1.

2.

3.

_____ No, we will not be in attendance.

_____ _____
Company/Firm/Vendor Name Telephone

_____
Contact Name

ATTACHMENT F - PRICE PROPOSAL (INSTRUCTIONS AND FORM) AND PAYMENT SCHEDULE.

Use the attached form to show the following price information:

A. Fixed Price for Base Proposal: insert proposed fixed price for Base Proposal

B. Price Allocation Schedule:

Offeror shall break down or allocate its Fixed Price for the Base Proposal into the following components to assist the Department in determining the reasonableness of the price offered and whether the requirements of the RFP have been correctly understood. The components roughly correlate with certain deliverables. There are certain requirements of the RFP that are not contained precisely within a deliverable. The cost of meeting such requirements as well as overhead costs and profit should be spread as proportionately as possible across the six component categories.

I. Provide Application and load data for two counties (Deliverables 1 through 3)
II. Deploy and test first two counties (Deliverables 4 & 5)
III. Provide certain written deliverables (Deliverables 6, 7, 9, &11)
IV. Populate and deploy application statewide (Deliverables 8 &12)
V. Provide training (Deliverable 10)
VI. Host and maintain application (Deliverables 13 through 15)

The sum of the prices allocated to each of these six components must equal the proposed Fixed Price for the Base Proposal.

C. Prices for Desirable Features:

For each Desirable Feature listed in Subsection 2.7 of the RFP, provide the following information:
I. Currently Available (Yes/No) – Identify whether or not the Desirable Feature is currently available and can be provided by the Offeror.
II. Included in Base Proposal (Yes/No) – Identify whether or not the Desirable Feature is included in the Base Proposal.
III. Price to add feature: If the feature is not being offered as part of the Base Proposal, specify the additional sum that the Department would have to pay to procure the feature as part of this procurement. (There should only be a number entered in this column if the entry in the first column is "Yes," i.e., the feature is currently available, and the entry in the second column is "No," i.e., the feature is not included in the Base Proposal Price.)
IV. Amount that can be subtracted from Base Proposal Price for deleting feature: If the feature is offered as part of the Base Proposal, specify the amount the Department can delete from the Base Proposal Price if the Department elects to do without the feature for this procurement. (There should only be a number entered in this column if the entry in the first column is "Yes," i.e., the feature is currently available, and the entry in the second column is "Yes," i.e., the feature is included as part of the Base Proposal and the Base Proposal Price.)

PRICE PROPOSAL FORM

A. Fixed Price for the Base Proposal = $_____

B. Price Allocation Schedule:

Price Allocation Components	Price Allocation
I. Provide Application and load data for two counties (Deliverables 1 through 3)	
II. Deploy and test first two counties (Deliverables 4 & 5)	
III. Provide certain written deliverables (Deliverables 6, 7, 9, &11)	
IV. Populate and deploy application statewide (Deliverables 8 &12)	
V. Provide training (Deliverable 10)	
VI. Host and maintain application (Deliverables 13 through 15)	
Total Fixed Price for Base Proposal (must equal the sum of I through VI)	

C. Prices for Desirable Features:

Desirable Features	Currently Available? (Yes/No)	Included in Base Proposal (Yes/No)	Price to add feature	Amount to subtract for deleting feature
2.7.1. Capacity for completion of forms online				
2.7.2. Decision support for determining a user's eligibility for services				
2.7.3. Electronic submission of forms				
2.7.4. Personal folder				
2.7.5. User surveys				
2.7.6. Choice of language				
2.7.7. e-Mail capabilities				
2.7.8. Site map				
2.7.9. Spell-check				
COLUMN TOTAL	**Not Applicable**	**Not Applicable**		

PAYMENT SCHEDULE:

The successful offeror will be paid the agreed upon fixed contract price in accordance with the following schedule of deliverables. The percentages indicated are percentages of the fixed contract price.

	% OF PRICE
1. Project Management Plan and Data Collection Protocol	5%
2. Populate Data for two counties selected by MDoA	10%
3. Written Test Plan	5%
4. Successfully Test and Deploy the application for the first two counties	10%
5. Continuity of Operations Plan (COOP)	5%
6. Training Materials	5%
7. Populate the Data for the rest of the Maryland AAAs	10%
8. System Level Documentation	5%
9. Training	5%
10. Support, Hosting, Operations, & Maintenance Plan	5%
11. Deploy the application statewide	10%
12. Quarterly Reports	5%
13. Website Files and database files	5%
14. Host and Maintain application for contract term	10%
15. Retainage	5%
Total	100%

AUTHORIZED SIGNATURE DATE

_____

PRINTED NAME AND TITLE

_____

COMPANY NAME

_____

COMPANY ADDRESS

_____

FEIN NUMBER

_____

TELEPHONE NUMBER

ATTACHMENT G - CONFLICT OF INTEREST AFFIDAVIT/DISCLOSURE

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

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

C. The bidder or Offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

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

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

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

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

ATTACHMENT H - AFFIDAVIT OF AGREEMENT

MARYLAND LIVING WAGE REQUIREMENTS-SERVICE CONTRACTS

Contract No._____

Name of Contractor _____

Address _____

City _____ _____State _____ _____Zip Code _____

If the Contract is Exempt from the Living Wage Law

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

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

If the Contract is a Living Wage Contract

A. The Undersigned, being an authorized representative of the above named Contractor, hereby affirms our commitment to comply with Title18, State Finance and Procurement Article, Annotated Code of Maryland and, if required, to submit all payroll reports to the Commissioner of Labor and Industry with regard to the above stated contract. The Bidder/Offeror agrees to pay covered employees who are subject to living wage at least the living rate in effect at the time service is provided for hours spent on State contract activities, and to ensure that its Subcontractors who are not exempt also pay the required living wage rate to their covered employees who are subject to the living wage for hours spent on a State contract for services. The Contractor agrees to comply with, and ensure its Subcontractors comply with, the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate established by the Commissioner of Labor and Industry, automatically upon the effective date of the revised wage rate.

Affidavit of Agreement
Maryland Living Wage Requirements-Service Contracts

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

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

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

Name of Authorized
Representative:_____

_____
Signature of Authorized Representative Date

_____
Title

_____
Witness Name (Typed or Printed)

_____
Witness Signature Date

ATTACHMENT H-1 - LIVING WAGE REQUIREMENTS FOR SERVICE CONTRACTS

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

B. The Living Wage Law does not apply to:

(1) A Contractor who:

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

(2) A Subcontractor who:

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

(3) Service contracts for the following:

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

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

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

E. Each Contractor/Subcontractor, subject to the Living Wage Law, shall post in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage

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

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

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

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

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

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