

TABLE OF CONTENTS

LIST OF ATTACHMENTS.....	83
ATTACHMENT A – CONSULTING AND TECHNICAL SERVICES + (CATS+) CONTRACT	84
ATTACHMENT B – BID/PROPOSAL AFFIDAVIT	100
ATTACHMENT C – CONTRACT AFFIDAVIT	105
ATTACHMENT D – MINORITY BUSINESS ENTERPRISE REQUIREMENTS	109
ATTACHMENT E – FREQUENTLY ASKED QUESTIONS	126
ATTACHMENT F – PRICE PROPOSAL FORM INSTRUCTIONS.....	141
ATTACHMENT G – CONFLICT OF INTEREST AFFIDAVIT/DISCLOSURE.....	144
ATTACHMENT H – LIVING WAGE REQUIREMENTS FOR SERVICE CONTRACTS.....	145
ATTACHMENT I – LIVING WAGE AFFIDAVIT OF AGREEMENT	147
ATTACHMENT J – SOIL BORINGS TYPICAL.....	149
ATTACHMENT K – SHELTER LAYOUT DRAWING.....	150
ATTACHMENT L (1-4) TOWER PRICING	151
ATTACHMENT M – PERFORMANCE BOND.....	152
ATTACHMENT N – OFFEROR INFORMATION SHEET	154

LIST OF ATTACHMENTS

In accordance with State Procurement Regulations:

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

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

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

ATTACHMENTS D-1 through D-6: MBE Participation Forms.

ATTACHMENT E: Frequently Asked Questions

ATTACHMENT F: Price Proposal Instructions and Forms. Price Proposal forms must be completed and submitted as the Financial Proposal.

ATTACHMENT G: Conflict of Interest Affidavit/Disclosure.

ATTACHMENT H: Living Wage Requirements.

ATTACHMENT I: Living Wage Affidavit.

ATTACHMENT J: Soil Borings Typical (separate file)

ATTACHMENT K: Shelter Layout Drawing (three separate files)

ATTACHMENT L: Tower Pricing (separate file)

ATTACHMENT M: Performance Bond

ATTACHMENT N: Offeror Information Sheet

**ATTACHMENT A – CONSULTING AND TECHNICAL SERVICES + (CATS+)
CONTRACT**

THIS CONTRACT is made as of this _____ day of _____, 20__ by and between _____ (Contractor) and the MARYLAND DEPARTMENT OF INFORMATION TECHNOLOGY (DoIT).

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

Definitions

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

- 1.1 “Contract” means this Contract for Consulting and Technical Services + (CATS+).
- 1.2 “Contractor” means _____ whose principal business address is _____ and whose principal office in Maryland _____.
- 1.3 “Contract Manager” means the individual identified in section 1.7 of the RFP or a successor designated by the Department.
- 1.4 “Department” means the Maryland Department of Information Technology.
- 1.5 “Financial Proposal” means the Contractor’s Financial Proposal dated _____, 20XX.
- 1.6 “Notice to Proceed (NTP)” means a formal written notification from the Task Order Manager that a specific Master Contractor selected to perform a TO Agreement should immediately, or as of a date contained in the notice, begin performance of the TO Agreement.
- 1.7 “Procurement Officer” means the individual identified in section 1.6 of the RFP or a successor designated by the Department.
- 1.8 “RFP” means the Request for Proposals for Consulting and Technical Services + (CATS+), No. 060B2490023 dated July 2, 2012 and any amendments thereto issued in writing by the State.
- 1.9 “RFR” means Request for Resume.
- 1.10 “State” means the State of Maryland.
- 1.11 “Task Order Agreement” (TO Agreement) means a signed contract between DoIT and the Contractor selected via either a TORFP or an RFR to perform a TO Agreement.
- 1.12 “Task Order Proposal” means the technical and financial response by a Contractor to a TORFP.

1.13 “Task Order Request for Proposals” (TORFP) means a solicitation document containing a description by the State of the individual project for which proposals will be solicited.

1.14 “Technical Proposal” means the Contractor’s Technical Proposal, dated _____.

1.15 All references in Sections 2.2, 4.2, 4.3 and 6 through 30 herein to “this Contract” shall be deemed to pertain, as appropriate, to this Contract or any TO Agreement hereunder, or both.

2. Scope of Work

2.1 The Contractor shall provide consulting and technical services for the State as described in section 2 of the RFP, the TO Agreement, and the TORFP/RFR, in one or more of the seventeen (17) functional areas as follows:

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

Exhibit A - The RFP.

Exhibit B- Task Order Agreement (when executed).

Exhibit C- TORFP/RFR (when released).

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

Exhibit E - The Technical Proposal to the RFP.

Exhibit F- The Financial Proposal to the RFP.

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

2.2 The Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the Contract, the TORFP/RFR or the TO Agreement. No other order, statement or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Contractor’s cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section shall be a dispute under Section 11, Disputes. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.

3. Time for Performance

The Contractor shall provide services, equipment and software in accordance with this Contract and any TO Agreement issued hereunder. The term of this Contract is for a period of about 15 years, beginning on _____, 2012, and ending June 30, 2027, unless terminated earlier as provided in

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

4. Consideration and Payment

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

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

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

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

5. TORFPs/RFRs

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

6. Patents, Copyrights, Intellectual Property

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

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

6.3. Immediately upon a Contractor's voluntary or involuntary filing of bankruptcy or any other insolvency proceeding, Contractor's dissolution, Contractor's merger with or acquisition by another company or contractor, discontinuance of support of any software or system, the Contractor shall deliver to the State (except to the extent previously provided to the State) all completed and in-process (regardless of form) Custom Software Deliverables and all Third Party Intellectual Property in accordance with the requirements set forth in the RFP.

6.4. Pursuant to the provision of the Custom Software Deliverables by the Contractor, the Contractor shall provide to the State on such media and in such form as designated by the State (i) the source code version of the software components of the Custom Software Deliverables; (ii) the object code version of the software components of the Third Party Intellectual Property; (iii) all non-software components of the Custom Software Deliverables and Third Party Intellectual Property; and (iv) the deliverables in any other format or condition as may be set forth in the Contract.

6.5. Unless otherwise identified as Licensed Data (as defined below), the State shall own all right, title and interest in and to all data, databases and all derived data products (and all intellectual property rights subsisting therein) created, collected, manipulated, or directly purchased as part of this Contract ("State Data"). The purchasing State agency is considered the custodian of the State Data and shall determine the use, access, distribution and other conditions based on appropriate State statutes and regulations.

6.6. Licensed and/or copyrighted data from third parties that are identified in the Contract ("Licensed Data") shall be governed by the terms and conditions identified in the Contract.

6.7. All work performed or provided by the Contractor in connection with the RFP, including any and all deliverables (including any Custom Software Deliverables, State Data, reports drawings, studies, specifications, estimates, tests, photographs, graphics, mechanical, artwork, computations, data, inventions, discoveries, developments, improvements, ideas, concepts, creative works, innovations and designs, whether or not in writing or reduced to practice, and whether or not they are patentable, including but not limited to, processes, methods, formulas, and techniques and know-how, works of authorship, trade secrets, trademarks, copyrights, and any other intellectual property ("Work Product") will be considered "work for hire," as if the Contractor had been "hired to invent," or as having similar status in the United States or elsewhere, and therefore, all rights therein will be the property of the State. In the event any Work Product is not considered

“work for hire,” Contractor, on behalf of itself and its employees, agents, subcontractors and affiliates, hereby assigns to the State all rights, title, and interest in such Work Product. The Contractor shall not affix (or permit any third party to affix) any restrictive markings upon any Work Product (except as expressly directed or otherwise authorized in writing by the State) and, if such markings are affixed, the State shall have the right at any time to modify, remove, obliterate, or ignore such markings. During the term of this Contract and at any time following expiration or termination for any reason of this Contract, upon the request and at the reasonable expense of the State or its nominee and for no additional remuneration, Contractor and its employees, agents, subcontractors and affiliates will take such action as the State reasonably may request to more fully evidence, protect, maintain, secure, defend, transfer, vest or confirm the State’s ownership, right, title and interest in the Work Product. If Contractor or any of its employees, agents, subcontractors or affiliates fails to cooperate with or assist, execute, acknowledge, verify or deliver any such document requested by the State, Contractor hereby irrevocably appoints the State and its authorized officers and agents as the agent and attorney-in-fact to act in place of Contractor or such employee, agent, subcontractor or affiliate, as applicable, to execute, acknowledge, verify and/or deliver any such document on such party’s behalf.

6.8. Notwithstanding anything to the contrary in Section 6.7, to the extent (a)(i) the Work Product incorporates any COTS and/or any Pre-Existing Intellectual Property or (ii) any COTS and/or Pre-Existing Intellectual Property is required to access, install, build, compile or otherwise use the Work Product and (b) such COTS and/or Pre-Existing Intellectual Property has been identified in the Contract (such COTS and Pre-Existing Intellectual Property individually and collectively referred to herein as “Third Party Intellectual Property,” which shall be the sole property of Contractor or its third party licensors, as applicable), Contractor hereby grants, on behalf of itself and any third party licensors, to the State a royalty-free, paid-up, non-exclusive, unrestricted, unconditional, irrevocable, perpetual, worldwide right and license, with the right to sublicense, to use, execute, reproduce, display, perform, distribute copies of, modify and prepare derivative works based upon, such Third Party Intellectual Property as may be necessary for the State to use the Work Product for the purposes for which such Work Product was designed and intended, including, but not limited to, the State’s right to provide such Third Party Intellectual Property, in connection with the Work Product, to other third parties. This right and license also includes the right to make, have made, use, sell, offer to sell, import and otherwise dispose of such Third Party Intellectual Property under any patents that Contractor or any of its third party licensors owns, controls or otherwise possesses a right to grant any rights thereunder or thereto. “Pre-Existing Intellectual Property” means any program, utility, or tool owned by Contractor that is in existence prior to the date of this Contract. To the extent any Third Party Intellectual Property has not been identified in the Contract, Contractor hereby grants to the State all rights to such Third Party Intellectual Property consistent with the ownership rights in the Work Product granted to the State in accordance with Section 6.7.

6.9. Subject to the terms of Section 27, Contractor will defend, indemnify, and hold harmless the State, including, but not limited to, the Department and its agents, officers, and employees, from and against any and all claims, costs, losses, damages, liabilities, judgments and expenses (including without limitation reasonable attorneys’ fees) arising out of or in connection with any claim the Work Product or any Third Party Intellectual Property infringes, misappropriates or otherwise violates any third party intellectual property rights. Contractor will not enter into any settlement involving third party claims that contains any admission of or stipulation to any guilt, fault, liability or wrongdoing by the State or that adversely affects the State’s rights or interests, without the State’s prior written consent, which consent may be withheld in the State’s sole and absolute discretion. Contractor will be entitled to control the defense or settlement of such claim

(with counsel reasonably satisfactory to the State), provided that the State will, upon requesting indemnification hereunder: (a) provide reasonable cooperation to Contractor in connection with the defense or settlement of any such claim, at Contractor's expense; and (b) be entitled to participate in the defense of any such claim. Contractor's obligations under this section will not apply to the extent any Third Party Intellectual Property infringes, misappropriates or otherwise violates any third party intellectual rights as a result of modifications made by the State in violation of the license granted to the State pursuant to Section 5.7; provided that such infringement, misappropriation or violation would not have occurred absent such modification.

6.10. Without limiting Contractor's obligations under Section 6.8, if all or any part of the Work Product or any Third Party Intellectual Property is held, or Contractor or the State reasonably determines that it could be held, to infringe, misappropriate or otherwise violate any third party intellectual property right, Contractor (after consultation with the State and at no cost to the State): (a) will procure for the State the right to continue using the item in accordance with its rights under this Contract; (b) replace the item with an item that does not infringe, misappropriate or otherwise violate any third party intellectual property rights and, in the State's sole and absolute determination, complies with the item's specifications, and all rights of use and/or ownership set forth in this Contract; or (c) modify the item so that it no longer infringes, misappropriates or otherwise violates any third party intellectual property right and, in the State's sole and absolute determination, complies with the item's specifications and all rights of use and/or ownership set forth in this Contract.

6.11. Contractor shall not acquire any right, title or interest (including any intellectual property rights subsisting therein) in or to any goods, software, technical information, specifications, drawings, records, documentation, data or any other materials (including any derivative works thereof) provided by the State to the Contractor. Notwithstanding anything to the contrary herein, the State may, in its sole and absolute discretion, grant the Contractor a license to such materials and/or the Work Product, subject to the terms of a separate writing executed by the Contractor and an authorized representative of the State.

6.12. Contractor, on behalf of itself and its subcontractors, hereby agrees not to incorporate, link, distribute or use any third party software or code in conjunction with any Work Product in such a way that: (a) creates, purports to create or has the potential to create, obligations with respect to any State software (including any deliverable hereunder), including without limitation the distribution or disclosure of any source code; or (b) grants, purports to grant, or has the potential to grant to any third party any rights to or immunities under any State intellectual property or proprietary rights. Without limiting the generality of the foregoing, neither Contractor nor any of its subcontractors shall incorporate, link, distribute or use, in conjunction with the Work Product, any code or software licensed under the GNU General Public License ("GPL"), Lesser General Public License ("LGPL"), Affero GPL ("AGPL"), European Community Public License ("ECPL"), Mozilla, or any other open source license, in any manner that could cause or could be interpreted or asserted to cause any State software (or any modifications thereto) to become subject to the terms of the GPL, LGPL, AGPL, ECPL, Mozilla or any other open source software (or any modifications thereto) to become subject to the terms of the GPL, LGPL, AGPL, ECPL, Mozilla or such other open source license.

6.13. Without limiting the generality of the foregoing, neither Contractor nor any of its subcontractors shall use any software or technology in a manner that will cause any patents, copyrights or other intellectual property which are owned or controlled by the State or any of its affiliates (or for which the State or any of its subcontractors has received license rights) to become

subject to any encumbrance or terms and conditions of any third party or open source license (including, without limitation, any open source license listed on <http://www.opensource.org/licenses/alphabetical>) (each an “Open Source License”). These restrictions, limitations, exclusions, and conditions shall apply even if the State or any of its subcontractors becomes aware of or fails to act in a manner to address any violation or failure to comply therewith. No act by the State or any of its subcontractors that is undertaken under this Contract as to any software or technology shall be construed as being inconsistent with the intent to not cause any patents, copyrights or other intellectual property that are owned or controlled by the State (or for which the State has received license rights) to become subject to any encumbrance or terms and conditions of any Open Source License.

7. Rights to Records

7.1 The Contractor agrees that all documents and materials, including but not limited to, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, graphics, mechanical, artwork, computations and data prepared by the Contractor for purposes of this Contract shall be the sole property of the State and shall be available to the State at any time. The State shall have the right to use the same without restriction and without compensation to the Contractor other than that specifically provided by this Contract.

7.2 The Contractor 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.

8. Confidentiality

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

9. Loss of Data

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

10. Non-Hiring of Employees

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

11. Disputes

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

12. Maryland Law

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

13. Nondiscrimination in Employment

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

14. Contingent Fee Prohibition

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

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

16. Termination for Cause

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

17. Termination for Convenience

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

18. Delays and Extensions of Time

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

subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

19. Suspension of Work

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

20. Pre-Existing Regulations

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

21. Financial Disclosure

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

22. Political Contribution Disclosure

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

23. Retention of Records

The Contractor shall retain and maintain all records and documents in any way relating to this Contract for three years after final payment by the State under this Contract or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including by way of example only, the Procurement Officer or the Procurement Officer's designee, and the Contract Manager or the Contract Manager's designee, at all reasonable times. All records related in any way to the Contract are to be retained for the entire time provided under this section. The Contractor shall, upon request by the State, surrender all and every copy of documents needed by the State, including, but not limited

to itemized billing documentation containing the dates, hours spent and work performed by the Contractor and its subcontractors under the Contract. The Contractor agrees to cooperate fully in any audit conducted by or on behalf of the State, including, by way of example only, making records and employees available as, where, and to the extent requested by the State and by assisting the auditors in reconciling any audit variances. Contractor shall not be compensated for providing any such cooperation and assistance. This section shall survive expiration of this Contract.

23. Compliance with Laws

The Contractor hereby represents and warrants that:

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

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

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

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

24. Cost and Price Certification

By submitting cost or price information, the Contractor certifies to the best of its knowledge that the information submitted is accurate, complete, and current as of 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 of the financial proposal, was inaccurate, incomplete, or not current.

25. Subcontracting; Assignment

The Contractor may not subcontract any portion of the services provided under this Contract without obtaining the prior written approval of the Procurement Officer, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the Procurement Officer, any such approvals to be in the State's sole and absolute subjective discretion; provided however, a Contractor may assign monies receivable under a TO Agreement after due notice to the State. Any such subcontract or assignment shall include the terms of sections 6, 9 11 through 24, and 31 of this Contract and any other terms and conditions that the State deems necessary to protect its interests. The State shall not be responsible for the fulfillment of the Contractor's obligations to the subcontractors.

26. Indemnification

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

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

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

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

27. Limitation of Liability

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

- A. For infringement of patents, trademarks, trade secrets and copyrights as provided in Section 6 ("Patents, Copyrights, Intellectual Property") of this Contract;
- B. Without limitation for damages for bodily injury (including death) and damage to real property and tangible personal property;
- C. For all other claims, damages, loss, costs, expenses, suits or actions in any way related to this Contract, regardless of the form, Contractor's liability per claim shall not exceed five (5) times the total amount of the TORFP out of which the claim arises; provided however, the State may, in its sole discretion, decrease the ceiling established hereunder in any TORFP issued pursuant to this RFP. Third party claims arising under Section 26 ("Indemnification") of this Contract are included in this limitation of liability only if the State is immune from liability. Contractor's liability for third party claims arising under Section 26 of this Contract shall be unlimited if the State is not immune from liability for claims arising under Section 26.

28. Administrative

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

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

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

If to the Contractor: _____

29. Risk of Loss; Transfer of Title.

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

30. Nonvisual Accessibility Warranty

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

31. Commercial Nondiscrimination

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

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

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

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

32. Prompt Pay Requirements

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

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

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

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

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

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

32.2 An "undisputed amount" means an amount owed by a contractor to a subcontractor for which there is no good faith dispute. Such "undisputed amounts" include (a) retainage which had been withheld and is, by the terms of the agreement between the contractor and subcontractor, due to be distributed to the subcontractor and (b) an amount withheld because of issues arising out of an agreement or occurrence unrelated to the agreement under which the amount is withheld.

32.3 An act, failure to act, or decision of a procurement officer or a representative of the Agency, concerning a withheld payment between a contractor and subcontractor under this policy directive, may not:

32.3.1 Affect the rights of the contracting parties under any other provision of law;

- 32.3.2 Be used as evidence on the merits of a dispute between the Agency and the contractor in any other proceeding; or
- 32.3.3 Result in liability against or prejudice the rights of the Agency.
- 32.4 The remedies enumerated above are in addition to those provided under COMAR 21.11.03.13 with respect to subcontractors that have contracted pursuant to the Minority Business Enterprise program.
- 32.5 To ensure compliance with certified MBE subcontract participation goals, the Agency may, consistent with COMAR 21.11.03.13, take the following measures:
 - 32.5.1 Verify that the certified MBEs listed in the MBE participation schedule actually are performing work and receiving compensation as set forth in the MBE participation schedule.
 - 32.5.2 This verification may include, as appropriate:
 - 32.5.2.1 Inspecting any relevant records of the contractor;
 - 32.5.2.2 Inspecting the jobsite; and
 - 32.5.2.3 Interviewing subcontractors and workers.
 - 32.5.2.4 Verification shall include a review of:
 - 32.5.2.4.1 The contractor's monthly report listing unpaid invoices over 30 days old from certified MBE subcontractors and the reason for nonpayment; and
 - 32.5.2.4.2 The monthly report of each certified MBE subcontractor, which lists payments received from the contractor in the preceding 30 days and invoices for which the subcontractor has not been paid.
 - 32.5.3 If the Agency determines that a contractor is in noncompliance with certified MBE participation goals, then the Agency will notify the contractor in writing of its findings, and will require the contractor to take appropriate corrective action. Corrective action may include, but is not limited to, requiring the contractor to compensate the MBE for work performed as set forth in the MBE participation schedule.
 - 32.5.4 If the Agency determines that a contractor is in material noncompliance with MBE contract provisions and refuses or fails to take the corrective action that the Agency requires, then the Agency may:
 - 32.5.4.1 Terminate the contract;
 - 32.5.4.2 Refer the matter to the Office of the Attorney General for appropriate action; or
 - 32.5.4.3 Initiate any other specific remedy identified by the contract, including the contractual remedies required by this Directive regarding the payment of undisputed amounts.
 - 32.5.5 Upon completion of the contract, but before final payment or release of retainage or both, the contractor shall submit a final report, in affidavit form under the penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

33. Parent Company Guarantee (If Applicable)

[Corporate name of Parent Company] hereby guarantees absolutely the full, prompt and complete performance by "[Contractor]" of all the terms, conditions and obligations contained in this Contract, as it may be amended from time to time, including any and all exhibits that are now or may become incorporated hereunto, and other obligations of every nature and kind that now or may in the future arise out of or in connection with this Contract, including any and all financial commitments, obligations and liabilities. "[Corporate name of Parent Company]" may not transfer this absolute guaranty to any other person or entity without the prior express written approval of the State, which approval the State may grant, withhold, or qualify in its sole and absolute subjective discretion. "[Corporate name of Parent Company]" further agrees that if the State brings any claim, action, suit or proceeding against "[Contractor]", "[Corporate name of Parent Company]" may be named as a party, in its capacity as Absolute Guarantor.

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

CONTRACTOR

MARYLAND DEPARTMENT OF
INFORMATION TECHNOLOGY

_____(SEAL)
By:

By: Secretary

Date

Date

Witness/Attest

Witness

Approved for form and legal
sufficiency this _____ day
(Date)
of _____ 20____.

Assistant Attorney General

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

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

A. AUTHORITY

I HEREBY AFFIRM THAT:

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

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

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

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

B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES.

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

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

(4) Pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

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

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

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

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

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

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

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

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

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

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

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

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

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

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

(9) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B and C and subsections D(1)—(8) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

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

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

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

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

G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

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

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

I. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT:

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

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

K. ACKNOWLEDGEMENT

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

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

Date: _____

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

_____ (signature of Authorized Representative and Affiant)

ATTACHMENT C – CONTRACT AFFIDAVIT

A. AUTHORITY

I HEREBY AFFIRM THAT:

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

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

I FURTHER AFFIRM THAT:

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

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

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

Name and Department ID
Number: _____ Address: _____

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

Name and Department ID Number: _____
Address: _____.

C. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

E. DRUG AND ALCOHOL FREE WORKPLACE

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

I CERTIFY THAT:

(1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.

(2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:

(a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;

(b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;

(c) Prohibit its employees from working under the influence of drugs or alcohol;

(d) Not hire or assign to work on the contract anyone who the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;

(e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;

(f) Establish drug and alcohol abuse awareness programs to inform its employees about:

- (i) The dangers of drug and alcohol abuse in the workplace;
- (ii) The business's policy of maintaining a drug and alcohol free workplace;
- (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

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

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

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

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

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

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

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

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

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

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

(4) I acknowledge and agree that:

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

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

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

F. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Bid/Proposal Affidavit dated _____, 20____, and

executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

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

Date: _____

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

_____ (signature of Authorized Representative and Affiant)

ATTACHMENT D – MINORITY BUSINESS ENTERPRISE REQUIREMENTS

EXHIBIT TO SOLICITATION STATE OF MARYLAND DEPARTMENT OF INFORMATION TECHNOLOGY MINORITY BUSINESS ENTERPRISE PARTICIPATION

PURPOSE

Contractor shall structure its procedures for the performance of the work required in this contract to strive to achieve the Minority Business Enterprise (MBE) goal stated in the Request for Proposals for Consulting and Technical Services +, No. 060B2490023 (CATS+ or RFP). MBE performance must be in accordance with this Attachment, as authorized by Code of Maryland Regulations (COMAR) 21.11.03. Contractor agrees to exercise all good faith efforts to carry out the requirements set forth in this Attachment.

DEFINITIONS

As used in this Attachment, the following words have the meanings indicated.

- ◆ “Certification” means a determination made by the Maryland Department of Transportation that a legal entity is a minority business enterprise.
- ◆ “MBE Liaison” is the employee designated to administer this Department’s MBE program.
- ◆ “Minority Business Enterprise” or “MBE” means any legal entity, other than a joint venture, organized to engage in commercial transactions, that is:
 - (1) at least 51 percent owned and controlled by one or more individuals who are socially and economically disadvantaged; and
 - (2) managed by, and the daily business operations of which are controlled by, one or more of the socially and economically disadvantaged individuals who own it.

Note: A minority business enterprise also includes a not-for-profit entity organized to promote the interests of physically or mentally disabled individuals.

An MBE **must** be certified by the Maryland Department of Transportation (MDOT) in order to have its contract participation counted under the Department’s MBE program.

MBE GOALS AND SUB-GOALS

The Contractor shall achieve the MBE subcontracting goal and any sub-goals established for each individual Task Order Agreement (TOA), by subcontracting to one or more MDOT-certified MBEs a sufficient portion of the Task Order Request for Proposal (TORFP) or Request for Resume (RFR) scope of work that results in total MBE payments that meet or exceed the TORFP/RFR MBE goal percentage.

If awarded a Master Contract:

- ◆ A prime contractor — including an MBE or a certified Small Business Reserve (SBR) prime contractor — must accomplish an amount of work not less than the MBE subcontract goal with certified MBE subcontractors, unless it has requested and been granted a waiver.

- ◆ A prime contractor comprising a joint venture that includes MBE partner(s) must accomplish the MBE subcontract goal with certified MBE subcontractors, unless it has requested and been granted a waiver.

SOLICITATION AND CONTRACT FORMATION

MASTER CONTRACT AWARDS

- ◆ An Offeror must sign and submit Attachment D-1A (CATS+ Master Contractor Acknowledgement of Task Order MBE Requirements) with its CATS+ Technical Proposal submission. By signing Attachment D-1A, the Offeror affirms that if it is awarded a master contract under one or more Functional Areas of the RFP, it will comply with all MBE requirements associated with any TORFP or RFR, including submission of waiver documentation where applicable. **Offeror's failure to submit Attachment D-1A with its technical proposal will result in the Offeror's proposal being deemed not reasonably susceptible for award, and the Offeror being eliminated from consideration for a master contract award.**
- ◆ Offerors receiving notification from the State that they are an apparent master contract awardee will not be required to submit additional MBE documentation prior to final master contract execution. However, all TORFPs/RFRs issued with an MBE participation goal will contain certain documents that the Contractor must submit at the time of its TORFP/RFR Proposal submission as well as documents that an apparent TORFP/RFR awardee must submit within 10 working days of notification of TORFP/RFR award. MBE affidavits, schedules, statements, and reports that will be used at the TORFP/RFR level are included herein as Attachment D-1 (Certified MBE Utilization and Fair Solicitation Affidavit), D-2 (MBE Participation Schedule), D-3 (Outreach Efforts Compliance Statement) and D-4 (Subcontractor Project Participation Statement). Attachments D-5 and D-6 are sample MBE reporting forms (See "Contract Administration Requirements" below).

TORFP/RFR AWARDS

Attachments D-1 and D-2 must be completed, signed and submitted by the Master Contractor together with the TO/RFR Proposal. If a Master Contractor believes that a waiver of some or all of the MBE goal and/or sub-goals is necessary, the waiver request must be clearly indicated on Attachment D-1. **If the Master Contractor does not submit Attachments D-1 and D-2 with its TO Proposal or RFR response, the Master Contractor's TO Proposal will be eliminated from consideration for award.**

Attachments D-3, D-4 and D-7 waiver documentation, if applicable, shall be submitted by the apparent TORFP or RFR awardee within 10 working days of notification of award. If the apparent TORFP or RFR awardee fails to return the requested documentation within the required time, the contract offer may be withdrawn.

CONTRACT ADMINISTRATION REQUIREMENTS

For each TO Agreement, the Master Contractor shall:

1. Submit monthly to the Department/Agency a report listing all unpaid invoices over 30 days old received from a certified MBE subcontractor working under the TO Agreement, the amount of each invoice and the reason payment has not been made. For informational purposes only, a sample prime contractor unpaid invoice report is attached (see Attachment D-5).
2. Include in its agreements with its certified MBE subcontractors a requirement that those subcontractors submit monthly to the Department a report that identifies the prime contract and lists all payments received from Contractor in the preceding 30 days, as well as any outstanding invoices, and the amount of those invoices. For informational purposes only, a sample MBE Subcontractor Paid/Unpaid Invoice report is attached (see Attachment D-6).

NOTE: Each Department/Agency will designate, via the TORFP/RFR, the specific format in which the prime contractor and subcontractor must submit monthly MBE reports, and to whom such reports shall be forwarded. **Under the CATS+ Master Contract, all TORFP/RFR MBE payment reports shall be sent to the agency for which the TORFP/RFR scope of work is being completed. Payment reports should not be sent to DoIT unless the TORFP/RFR was issued by DoIT.**

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.
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. The Master 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.

MINORITY BUSINESS ENTERPRISE PARTICIPATION FORMS

Must be submitted with Master Contract Proposal in response to this RFP:

- ◆ ATTACHMENT D-1A – CATS+ Master Contractor Acknowledgement of Task Order MBE Requirements

Must be submitted with TORFP or RFR Proposal:

- ◆ ATTACHMENT D-1 - Certified MBE Utilization and Fair Solicitation Affidavit
- ◆ ATTACHMENT D-2 - MBE Participation Schedule

Must be submitted within 10 working days of notification of TORFP or RFR apparent award:

- ◆ ATTACHMENT D-3 - Outreach Efforts Compliance Statement
- ◆ ATTACHMENT D-4 - Subcontractor Project Participation Statement

Must be submitted on a monthly basis after award of a TORFP or RFR:

- ◆ ATTACHMENT D-5 - Prime Contractor Unpaid MBE Invoice Report (Sample)
- ◆ ATTACHMENT D-6 - Subcontractor Paid/Unpaid MBE Invoice Report (Sample)

ATTACHMENT D-1A
CATS+ Master Contractor Acknowledgement of Task Order MBE Requirements

This document shall be included with the submittal of the Offeror's response to the RFP. If the bidder or Offeror fails to complete and submit this form with its response to the RFP, the procurement officer shall determine that the Offeror's response to the RFP is not reasonably susceptible of being selected for award.

In conjunction with the offer submitted in response to Solicitation No. 060B2490023, I affirm the following:

1. I understand that if I am awarded a master contract under the solicitation noted above, I will have the opportunity to compete for and win TORFP or RFR contracts that may contain MBE participation requirements.
2. If I am awarded a master contract under the solicitation noted above, and I respond to a TORFP/RFR that contains MBE requirements by submitting a TO Proposal, I understand that if I fail to comply with any of the MBE requirements outlined in the TORFP or RFR, my TO Proposal will be eliminated from further consideration.
3. If I am awarded a TO Agreement, I commit to making a good faith effort to achieve the MBE goal established for the TORFP or RFR.

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

Printed Name, Title

Address

Date

The following Attachments D-1 through D-6 are sample forms and do not need to be completed or submitted with Offeror's response to this RFP.

The forms are required to be completed and submitted after Master Contract award with Master Contractor's TORFP or RFR proposal pursuant to any applicable TORFP or RFR issued under this RFP.

D-1 MDOT Certified MBE Utilization and Fair Solicitation Affidavit
(submit with bid or offer)

This document **MUST BE** included with the bid or offer. If the Bidder or Offeror fails to complete and submit this form with the bid or offer as required, the procurement officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

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

1. I acknowledge and intend to meet the overall certified Minority Business Enterprise (MBE) participation goal of ____ percent and, if specified in the solicitation, the following subgoals (complete for only those subgoals that apply):
- | | |
|--------------------------------|-----------------------------|
| ____ percent African American | ____ percent Asian American |
| ____ percent Hispanic American | ____ percent Woman-Owned |
- Therefore, I will not be seeking a waiver pursuant to COMAR 21.11.03.11.

OR

- I conclude that I am unable to achieve the MBE participation goal and/or subgoals. I hereby request a waiver, in whole or in part, of the overall goal and/or subgoals. Within 10 business days of receiving notice that our firm is the apparent awardee, I will submit all required waiver documentation in accordance with COMAR 21.11.03.11.
2. I understand that if I am notified that I am the apparent awardee of a TORFP, I must submit the following additional documentation as directed in the TORFP.
- (a) MBE Participation Schedule (D-2)
 - (b) Outreach Efforts Compliance Statement (D-3)
 - (b) Subcontractor Project Participation Certification (D-4)

- (c) Any other documentation, including D-7 waiver documentation, if applicable, required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal.

I understand 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.

- 3. 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.
- 4. Set forth below are the (i) certified MBEs I intend to use and (ii) the percentage of the total contract amount allocated to each MBE for this project and the items of work each MBE will provide under the contract. I hereby affirm that the MBE firms are only providing those items of work for which they are MDOT certified.

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

Bidder/Offeror Name
(PLEASE PRINT OR TYPE)

Signature of Affiant

Name: _____
Title: _____
Date: _____

SUBMIT THIS AFFIDAVIT WITH MASTER CONTRACT PROPOSAL

D-2 MBE Participation Schedule

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
FEIN Identify the Applicable Certification Category (For Dually Certified Firms, Check Only One Category)	
<input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Other	
Percentage of Total Contract Value to be provided by this MBE _____%	
Description of Work to Be Performed:	
Minority Firm Name	MBE Certification Number
FEIN Identify the Applicable Certification Category (For Dually Certified Firms, Check Only One Category)	
<input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Other	
Percentage of Total Contract Value to be provided by this MBE _____%	
Description of Work to Be Performed:	
Minority Firm Name	MBE Certification Number
FEIN Identify the Applicable Certification Category (For Dually Certified Firms, Check Only One Category)	
<input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Other	
Percentage of Total Contract Value to be provided by this MBE _____%	
Description of Work to Be Performed:	
Minority Firm Name	MBE Certification Number
FEIN Identify the Applicable Certification Category (For Dually Certified Firms, Check Only One Category)	
<input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Other	
Percentage of Total Contract Value to be provided by this MBE _____%	
Description of Work to Be Performed:	

Continue on a separate page, if needed.

SUMMARY

Total <i>African-American</i> MBE Participation:	_____ %
Total <i>Asian American</i> MBE Participation:	_____ %
Total <i>Hispanic American</i> MBE Participation:	_____ %
Total Woman-Owned MBE Participation:	_____ %
Total <i>Other</i> Participation:	_____ %
Total <i>All MBE</i> Participation:	_____ %

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

Bidder/Offeror Name

(PLEASE PRINT OR TYPE)

Signature of Affiant

Name: _____

Title: _____

Date: _____

**SUBMIT THIS AFFIDAVIT WITH TORFP
BID/PROPOSAL**

**Attachment D-4
Subcontractor Project Participation Certification**

Please complete and submit one form for each MDOT certified MBE listed on Attachment D-1 within 10 working days of notification of apparent award.

_____ (*prime contractor*) has entered into a contract with
_____ (*subcontractor*) to provide services in connection with the
Solicitation described below.

Prime Contractor Address and Phone	Project Description
Project Number	Total Contract Amount \$
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Percentage of Total Contract	

The undersigned Prime Contractor and Subcontractor hereby certify and agree that they have fully complied with the State Minority Business Enterprise law, State Finance and Procurement Article §14-308(a)(2), Annotated Code of Maryland which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a bid or proposal and:

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

PRIME CONTRACTOR SIGNATURE

SUBCONTRACTOR SIGNATURE

By: _____
Name, Title
Date

By: _____
Name, Title
Date

This form is to be completed
monthly by the prime

Attachment D-5
Maryland Department of Information Technology
Minority Business Enterprise Participation
Prime Contractor Paid/Unpaid MBE Invoice Report

Report #: _____	Contract #: _____
Reporting Period (Month/Year): _____	Contracting Unit: _____
Report is due to the MBE Officer by the 10th of the month following the month the services were provided.	Contract Amount: _____
	MBE Subcontract Amt: _____
	Project Begin Date: _____
	Project End Date: _____
	Services Provided: _____
Note: Please number reports in sequence	

Prime Contractor:		Contact Person:	
Address:			
City:		State:	ZIP:
Phone:	FAX:	Email:	
Subcontractor Name:		Contact Person:	
Phone:	FAX:		
Subcontractor Services Provided:			
List all payments made to MBE subcontractor named above during this reporting period:		List dates and amounts of any outstanding invoices:	
	<u>Invoice#</u>	<u>Amount</u>	
1.			<u>Invoice #</u>
2.			<u>Amount</u>
3.			1.
4.			2.
			3.
			4.
Total Dollars Paid: \$ _____		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 addresses (electronic copy with signature and date is preferred):**

(TO MANAGER OF APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)	(TO PROCUREMENT OFFICER OR APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)
---	---

This form must be completed by
 MBE subcontractor

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

Report#: _____	Contract #
Reporting Period (Month/Year): _____	Contracting Unit:
Report is due by the 10th of the month following the month the services were performed.	MBE Subcontract Amount:
	Project Begin Date:
	Project End Date:
	Services Provided:

MBE Subcontractor Name:																																
MDOT Certification #:																																
Contact Person:	Email:																															
Address:																																
City: Baltimore	State:	ZIP:																														
Phone:	FAX:																															
Subcontractor Services Provided:																																
List all payments received from Prime Contractor during reporting period indicated above. <table border="1"> <thead> <tr> <th></th> <th><u>Invoice Amt</u></th> <th><u>Date</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr> <td>Total Dollars Paid: \$</td> <td colspan="2">_____</td> </tr> </tbody> </table>			<u>Invoice Amt</u>	<u>Date</u>	1.			2.			3.			Total Dollars Paid: \$	_____		List dates and amounts of any unpaid invoices over 30 days old. <table border="1"> <thead> <tr> <th></th> <th><u>Invoice Amt</u></th> <th><u>Date</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr> <td>Total Dollars Unpaid: \$</td> <td colspan="2">_____</td> </tr> </tbody> </table>		<u>Invoice Amt</u>	<u>Date</u>	1.			2.			3.			Total Dollars Unpaid: \$	_____	
	<u>Invoice Amt</u>	<u>Date</u>																														
1.																																
2.																																
3.																																
Total Dollars Paid: \$	_____																															
	<u>Invoice Amt</u>	<u>Date</u>																														
1.																																
2.																																
3.																																
Total Dollars Unpaid: \$	_____																															
Prime Contractor:	Contact Person:																															

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

(TO MANAGER OF APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)	(TO PROCUREMENT OFFICER OR APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)
---	---

Signature: _____ Date: _____
 (Required)

Code of Maryland Regulations (COMAR)
Title 21, State Procurement Regulations
(regarding a waiver to a Minority Business Enterprise subcontracting goal)

COMAR 21.11.03.11 - Waiver.

A. If, for any reason, the apparent successful bidder or offeror is unable to achieve the contract goal for certified MBE participation, the bidder or offeror may request, in writing, a waiver to include the following:

- (1) A detailed statement of the efforts made to select portions of the work proposed to be performed by certified MBEs in order to increase the likelihood of achieving the stated goal;
- (2) A detailed statement of the efforts made to contact and negotiate with certified MBEs including:
 - (a) The names, addresses, dates, and telephone numbers of certified MBEs contacted, and
 - (b) A description of the information provided to certified MBEs regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed;
- (3) As to each certified MBE that placed a subcontract quotation or offer that the apparent successful bidder or offeror considers not to be acceptable, a detailed statement of the reasons for this conclusion;
- (4) A list of minority subcontractors found to be unavailable. This list should be accompanied by an MBE unavailability certification (MBE Attachment D6) signed by the minority business enterprise, or a statement from the apparent successful bidder or offeror that the minority business refused to give the written certification: and
- (5) The record of the apparent successful bidder or offeror's compliance with the outreach efforts required under Regulation .09B(2)(b).

A waiver may only be granted upon a reasonable demonstration by that MBE participation could not be obtained or could not be obtained at a reasonable price.

If the waiver request is determined not to meet this standard, the bidder or offeror will be found non-responsive (bid) or not reasonably susceptible for award (proposal) and removed from further consideration.

B. A waiver of a certified MBE contract goal may be granted only upon reasonable demonstration by the bidder or offeror that certified MBE participation was unable to be obtained or was unable to be obtained at a reasonable price and if the agency head or designee determines that the public interest is served by a waiver. In making a determination under this section, the agency head or designee may consider engineering estimates, catalogue prices, general market availability, and availability of certified MBEs

in the area in which the work is to be performed, other bids or offers and subcontract bids or offers substantiating significant variances between certified MBE and non-MBE cost of participation, and their impact on the overall cost of the contract to the State and any other relevant factor.

- C. An agency head may waive any of the provisions of Regulations .09-.10 for a sole source, expedited, or emergency procurement in which the public interest cannot reasonably accommodate use of those procedures.
- D. When a waiver is granted, except waivers under Section C, one copy of the waiver determination and the reasons for the determination shall be kept by the MBE Liaison Officer with another copy forwarded to the Office of Minority Affairs.

MBE ATTACHMENT D-7
MINORITY CONTRACTOR UNAVAILABILITY CERTIFICATE

Section I (to be completed by PRIME CONTRACTOR)

I hereby certify that the firm of _____
Name of Prime Contractor)

located at _____,
(Number) (Street) (City) (State) (Zip)

on _____ contacted certified minority business enterprise, _____
(Date) (Name of Minority Business)

_____ located at _____,
(Number) (Street) (City) (State) (Zip)

seeking to obtain a bid for work/service for project number _____, project name _____

List below the type of work/ service requested:

Indicate the type of bid sought, _____. The minority business enterprise identified above is either unavailable for the work /service in relation to project number _____, or is unable to prepare a bid for the following reasons(s):

The statements contained above are, to the best of my knowledge and belief, true and accurate.

(Name) (Title)

(Number) (Street) (City) (State) (Zip)

(Signature) (Date)

Note: Certified minority business enterprise must complete Section II

Section II (to be completed by CERTIFIED MINORITY BUSINESS ENTERPRISE)

I hereby certify that the firm of _____ MBE Cert.# _____
(Name of MBE Firm)

located at _____
(Number) (Street) (City) (State) (Zip)

was offered the opportunity to bid on project number _____, ON _____
(Date)

by _____
(Prime Contractor's Name) (Prime Contractor Official's Name) (Title)

The statements contained in Section I and Section II of this document are, to the best of my knowledge and belief, true and accurate.

(Name) (Title) (Phone)

(Signature) (Fax Number)

ATTACHMENT E – FREQUENTLY ASKED QUESTIONS

Proposal

1. Is CATS+ restricted to certain invited contractors, or may any qualified Maryland contractor propose?

Answer: CATS+ is an open procurement; any qualified contractor, in or outside of Maryland, may propose.

2. I have a very small company in a niche market. Does it make sense for us to try to become a Master Contractor on CATS+?

Answer: Yes. It makes sense to submit a proposal. Offerors may propose to be represented in as few as 1 or as many as all 17 FAs. Master Contract participation allows you the flexibility to choose the opportunities that suit your business model. Additionally, you will be able to add FAs during advertised Expansion Windows (every three years) as your business grows.

3. Do I have to supply rates for all of the labor categories in Attachment F- A1?

Answer: Yes. Rates must be provided for all labor categories for all 15 years of the contract, regardless of your ability to supply resources for that labor category. Remember, the Master Contractor rates are a maximum price. Labor category pricing is not part of the evaluation criteria at the Master Contract level.

4. For the RFP, what are the requirements that will ensure competition?

Answer: At the RFP/Master Contract level, Offeror's are not competing against one another; rather they are qualifying to be a Master Contractor. However, at the TORFP/RFR level, each Master Contractor in the FA selected for the solicitation will receive, and may propose to, the TORFP/RFR.

5. What are the criteria that cause elimination selection as a Master Contractor?

Answer: Failure to present appropriate past performance in the FA/s being proposed; failure to receive a positive reference on the past performance provided or failure to properly complete and submit Attachment D-1A would result in an Offeror being considered not reasonably susceptible for award.

6. If an Offeror can provide services for some of the FAs but not all can the Offeror still submit a response?

Answer: Yes, Offerors may respond to one, several or all FAs (see RFP Section 1.1.3).

7. If an Offeror proposes to 10 FAs, and the past performance does not adequately support one of the 10 FAs proposed, will the Offeror receive an award for the 9 FAs for which it qualifies?

Answer: Yes, an Offeror will have the opportunity to cure a deficient proposal, and if this is not successful, the Offeror will be awarded the remaining FAs.

8. Does a company have to qualify under at least one FA to be included in the award?

Answer: Yes.

9. Are Offerors required to submit resumes with their proposals in response to the RFP?

Answer: No, resumes need to be submitted with proposals in response to a TORFP or RFR.

10. The RFP requires only one representative project for each FA. If a project spans multiple FAs, can the same project be used for more than one FA?

Answer: Yes, one project can be used as examples for multiple FAs as long as the project is relative to the FA.

11. Regarding Section 1.29 Verification of Registration & Tax Payment: We would like more information on what DoIT requires to demonstrate that a business is registered to do business in Maryland. What documents need to be included with our Technical proposal?

Answer: No documentation is needed with the proposal. Prior to award, all recommended awardees are screened for compliance.

12. If an Offeror is not responding to FA 9 - IT and Telecommunications Financial and Auditing Consulting Services, is the Offeror still required to provide pricing for Table F-A2?

Answer: No, pricing is not required.

13. For the Financial Proposal hardcopy, are there any other requirements besides the completed Attachment F-A1?

Answer: There are additional price sheets for specific FAs. If you are not proposing for these FAs, then Attachment F-A1 is the requirement.

14. RFP Section 1.24, state that an Offeror must submit Attachment D-2, but in Section 3, there is no Attachment D-2 called out for a submittal in response to the RFP. Is Attachment D-2 only to be completed and submitted when responding to a TORFP?

Answer: Only MBE Attachment D-1A is required with proposal submission in response to the RFP for the Master Contract (RFP Section 3). RFP Section 1.24, paragraph 3 refers to TORFP/RFR responses only.

15. RFP Section 1.11 Proposals Due (Closing) Date; what version of MS Word & MS Excel is acceptable for the Technical Proposal and Financial Proposal submissions?

Answer: Any current version is acceptable.

16. RFP Section 3.4.2.4; is there a minimum/maximum number of successful project examples that must be provided?

Answer: Only one is required per FA; however, if you want to add several, please limit yourself to the most poignant ones.

17. If my company has been in business for more than two years but we did not perform work until last year, would we still qualify?

Answer: Yes.

18. What is Attachment J - Soil Borings Typical and Attachment K - Shelter Layout Drawing?

Answer: These two attachments pertain to FAs 13 and 14 only.

19. May an Offeror deliver their proposal via hand carry; if so would the hand carried delivery be made to the same address in the RFP?

Answer: Yes, Offerors may hand carry their proposals to the same address in RFP Section 1.6. Proposals must be received by the cut-off time on the due date provided in the RFP.

20. RFP Section 3.4.2 - it is stated that the Technical Proposal "shall be organized and numbered in the same order as this RFP" Does this mean that our Proposal section on Past Performance must have the number 3.4.2.4

Answer: Yes. The Technical Proposal must mirror the numbering in the RFP.

21. What are the due date criteria?

Answer: See the Key Information Summary and Section 1.11 of the RFP.

22. Is a markup for profit allowable (RFP, RFR, TORFP)?

Answer: The price proposal shall contain fully loaded rates (see RFP for definition). Mark ups may be reflected in a fixed price contract.

23. Is there a minimum or maximum proposal page count?

Answer: No.

24. Could the State define "current" experience - suppose my company's FA experience was more than five years ago?

Answer: We will evaluate your experience as presented.

25. Should I do a lot of work to define a ceiling on labor rates, or should I just hazard a guess?

Answer: The State does not presume to dictate how you arrive at your business decisions; the State will hold you to the rates quoted.

26. Is travel included in the labor rate ceiling?

Answer: See RFP Sections 1.3 (n) and (hh) and 2.2.4.

27. Does the State measure Master Contractor 'no bid' responses?

Answer: The State evaluates every feedback response for statistical and educational purposes; it affords the State the opportunities to improve the RFP, TORFP and RFR processes.

28. Can I use the team experience of my CATS II subcontractors?

Answer: If the Offeror is a Master Contractor on CATS II and had awards under CATS II that the Offeror wants to use as past performance and that past performance contract used subcontractors, then the CATS II Master Contractor may use that contract as past performance for CATS+.

29. Will DoIT provide feedback to unsuccessful proposers after the award?

Answer: Yes, unsuccessful Offerors are entitled to a debriefing, if so requested.

30. What do I do if I performed really well but the client's branch no longer exists?

Answer: Submit ancillary information.

31. Does teaming with other companies make sense at the Master Contract level?

Answer: No.

32. Do I need to line up subcontractors before I submit my proposal?

Answer: No.

33. My company's experience is limited to government. Must we also have private sector experience?

Answer: No.

34. Does a certificate of insurance have to be included in the technical proposal in response to the RFP?

Answer: Yes, see RFP Section 3.4.2.5.

35. Should an Offeror submit only one proposal if proposing to multiple FAs or should an Offeror submit one proposal for each FA?

Answer: Instructions are provided in RFP Sections 3.1, 3.2, 3.3.

36. Are there any required font types or sizes to be used for the proposal in response to the RFP?

Answer: No.

37. Can I use personal work experience as an employee to qualify as a Master Contractor?

Answer: Only established companies with a minimum of two years of experience may propose to become a Master Contractor.

38. RFP, Section 3.4.2.3, what meant by a Certified Financial Statement?

Answer: It is an account of the assets, liabilities, income and expenses, executed in accordance with generally accepted accounting principles.

39. RFP Section 3.4.2.3, what is meant by “successful financial track record” and where would an Offeror obtain this document?

Answer: This can be any document or set of documents the Offeror chooses to document its company’s financial status and solvency.

40. Is the State of Maryland to be named on the Certificate of Insurance at the time of proposal submission or award?

Answer: At award of the Master Contract.

41. RFP, Section 3.4.2.3, item 2, are items a. through f. required?

Answer: No - Please refer to verbiage in the referenced section, which reads: “Documentation**may include...one, some or all** of the following” (list follows).

42. Attachment F-A contains price schedules for Labor Rates and Telecom Audits. If an Offeror has a price structure that does not fit any of these categories, is there an appropriate place in the proposal to list these prices? For example, electronic document conversion or paper

scanning projects are traditionally priced per page converted or scanned rather than as labor hours. If there is no place for such a price list in this proposal, should such prices be equated to labor hours? If none of the tables in Attachment F-A are used in the proposal, is the proposal invalidated?

Answer: Convert/equate to labor hours, do not alter the price proposal forms; alterations will invalidate the submission. Offerors must submit a financial proposal in addition to the technical proposal. Industry-specific adjustments will be addressed at the TORFP level.

43. Is a hard copy of the Proposal Registration Form required along with the Proposal, or is an online completion of the form adequate?

Answer: The on-line Proposal Registration Form is the only requirement.

44. Can the State describe or list ahead of time the information that will be required on the Proposal Registration Form, so that Offerors are prepared to complete the form?

Answer: The on-line Proposal Registration Form requires Offeror name, contact information and FAs proposed.

45. It is understood that Attachment A - CATS+ Contract is not required at proposal submission. If an Offeror has any comments or exceptions in reference to Attachment A, should they be submitted with the proposal in response to the RFP?

Answer: Yes, any exceptions contemplated or taken by an Offeror must be listed in the Executive Summary of the proposal, see RFP Section 1.21 Mandatory Contractual Terms.

46. Question: RFP Section 1.21 Mandatory Contractual Terms stipulates that vendors who submit a *proposal* “shall be deemed to have accepted the terms of this RFP and the Master Contract, attached as Attachment A”. However, the remaining text in Section 1.21 allows vendors to pose exceptions to the RFP or Master Contract within the Executive Summary, but then also states *that* “a proposal that takes exception to these terms may be rejected.” Can the State clarify whether or not vendors can pose exceptions to the Master Contract terms in the Executive Summary?

Answer: The RFP requires that if an Offeror takes exception to a term or condition of the RFP that the exception be clearly identified in the Executive Summary of the technical proposal. It does not suggest that the State will consider such exception; rather it states that a proposal that takes exception to these terms may be rejected. The State cannot negotiate separate terms with Offerors. Most of the terms and conditions contained in the RFP are dictated by State law and the State has little if any room for negotiations.

Contract & Beyond

47. What happens to the CATS II contract once CATS+ is awarded?

Answer: The CATS II Master Contract and the task orders awarded under CATS II will continue through the CATS II expiration date of May 31, 2014. Until CATS II expires, CATS+ will be used for task orders with timelines that will extend past the expiration date of CATS II.

48. What happens if work under an existing CATS II task order is incomplete at the end of the Master Contract?

Answer: No extensions will be permitted. The remaining work will have to be competed under CATS+ or other procurement vehicle.

49. Will Master Contractors on CATS II automatically become CATS+ Master Contractors?

Answer: No. CATS II Master Contractors will need to submit proposals for evaluation to become Master Contractors on CATS+.

50. Does the State provide a listing of the CATS II Master Contractors (incumbents)?

Answer: Yes. The complete list of 435 Master Contractors is available on the CATS II website.

51. What is the contract value of CATS II?

Answer: The State has a spending authorization of up to \$250M of which approximately \$236M has been awarded to date.

52. What will be the contract value of CATS+?

Answer: The CATS+ contract value will be determined prior to award.

53. Is it possible to become a CATS+ Master Contractor during the life of the contract?

Answer: Yes. After the initial Master Contract award, DoIT will announce Expansion Windows every three years for additional Master Contractors and the addition of FAs for existing Master Contractors.

54. Can the State provide specific information concerning the scope of work for each FA?

Answer: The scope of work for each FA in the RFP Section 2.3 is only an example of the work that may be performed under a specific TORFP. Specifics concerning scope will be defined in each TORFP or RFR.

55. Does the TORFP status webpage include all contractors who do business with all Maryland State agencies?

Answer: No, it only provides the Master Contractors who have received awards under the CATS II Master Contract.

56. If certain firms are not listed on the CATS II Master Contractor list, does this mean those companies were not awarded any opportunities under CATS II?

Answer: No, they are not Master Contractors under CATS II.

57. There are companies on the CATS II Master Contractors Contact/Pricing Information webpage, but they are not listed on the TORFP status webpage. Can the State explain?

Answer: This would indicate that those companies never received a TORFP award.

58. Will this be a multiple award contract and if so, what is the minimum number of small businesses that can receive an award?

Answer: There will be an unlimited number of awards for the CATS+ Master Contract. There is no minimum or maximum number of awards that will be made to small businesses. Any business, even small business, that qualifies will receive an award.

59. Will firms who hold a CATS+ Master Contract be allowed to team together to jointly pursue a TORFP?

Answer: Yes, but one firm must submit as a Prime while the others would be considered subcontractors.

60. What is the average period of performance on a task order?

Answer: The term depends on the services provided and will be specified at the TORFP level.

61. For approved vendors under CATS+, when responding to a TORFP are we to only propose resources and rates originally listed in the Labor Rate Schedule?

Answer: Correct. The proposed Master Contract rates are ceiling prices.

62. RFP Section 2.8 Invoicing: what are the acceptable formats for submitting invoices?

Answer: Invoicing is specified at the TORFP/RFR level by the requesting agency.

63. Will a project manager hired through the RFR process be asked to evaluate proposals submitted in response to a TORFP?

Answer: A project manager may be tasked with providing assistance to an agency when evaluating proposals. Please note that in order to provide this assistance or evaluate proposal, the project manager and/or the Master Contractor providing the project manager must be in compliance with RFP Section 1.34 Conflict of Interest.

64. What would cause the State to remove a Master Contractor from the Master Contract?

Answer: If a Master Contractor is no longer in business or if DoIT is notified that a Master Contractor has been debarred or is otherwise prohibited from doing business in the State. There may be additional similar circumstances.

65. Can a vendor replace another vendor who has been eliminated from the list of approved Master Contractors?

Answer: Once the award process has been finalized, Master Contractors may only be added during an advertised Expansion Window. These periods will occur every three years.

66. Is it mandatory to give equal amounts of work to subs?

Answer: No.

67. Is there a timeline for the CATS+ RFP process?

Answer: We expect to have the new contract in place in Fall of 2012.

68. Would the State be willing to accept a Letter of Credit at the beginning of a project for the total retainage amount of the TOA as a viable option to subtracting retainage as a percentage when issuing payment of invoices?

Answer: No, Letters of Credit will not be acceptable as a form of retainage.

69. Where are the primary places of performance for opportunities released under CATS+ expected to be and, if in Maryland, will those opportunities be in Baltimore and/or Annapolis?

Answer: Historically, the main primary places of performance have been within the Baltimore / Annapolis corridor, but the primary place of performance will be determined at the TORFP/RFR level.

70. Reference: RFP Article 2.4.3.2. May the expenses incurred by the Master Contractor for the background checks be reimbursable as a direct expense under the Task Orders?

Answer: No; this is considered an administrative expense to be included in “fully loaded” rates.

71. Will the state allow Agencies to invite inclusion of Master Contractor’s Terms and Conditions at the TORFP/RFR level on a task order by task order basis?

Answer: No, exceptions to terms and conditions must be addressed prior to the award of the Master Contract.

72. Who is the controlling authority to accept or reject a Vendor’s request to include terms and conditions it requires to in order to protect its Intellectual Property at the TORFP/RFR level? Is it the Department of Information Technology, or the State Agency who releases the TORFP/RFR?

Answer: It is the procuring State Agency who shall negotiate these types of requests with all Master Contractors who submit responses to a TORFP/RFR. However, it is DoIT who ultimately approves the award.

73. Attachment A – CATS+ Contract, Item 2.2 Change Orders. Will DoIT consider inclusion of an appropriate change order process that establishes the procedure for the parties to agree on scope, pricing, schedule and other factors for additional work?

Answer: There is an established change order process for CATS II that will be followed under CATS+. The process includes a requirement that both the State and the Master Contractor sign a modification to the TOA mutually agreeing on scope, price and schedule.

74. Are there limitations on the use of non-SBR subcontractors in SBR TORFPs?

Answer: No.

75. Is my company's financial viability treated confidentially?

Answer: Yes. See RFP Section 1.19.

76. Page 88 – Section 10. Non-Hiring of Employees - What if the State employee responds to a general job vacancy advertisement on their own?

Answer: This Contract section only affects those State staff whose duties as such official or employee include matters relating to or affecting the subject matter of this Contract, during the Contract term. Contractor may not solicit and State staff may not accept employment under these conditions.

77. Page 91 – Section 25. Subcontracting Assignment – Does this mean that a Master Contractor cannot hire a subcontractor to perform any work unless we get prior written approval of the Procurement Officer? When we respond to task orders, do we need the

approval of the PO before even submitting the proposal? Or will that be construed as noncompliant?

Answer: The Section on Subcontracting Assignment refers to changing a subcontractor after contract award.

MBE

78. Do I have to establish my MBE partnerships at the Master Contract level?

Answer: No. MBE partnerships do not apply at the Master Contract level. Awarded Master Contractors will establish MBE partnerships for each individual TORFP/RFR to which they propose, when required

79. Are any of the CATS II Master Contractors certified as a Maryland Minority Business Enterprise (MBE)?

Answer: Yes, of the 435 Master Contractors, there are a total of 195 MBE firms.

80. Would the State please confirm that the MBE Attachment D-1A is required for submission with an Offeror's proposal?

Answer: RFP Section 1.24 provides instructions to Offerors to submit Attachment D-A1 CATS+ Master Contractor Acknowledgement of Task Order MBE Requirements) at the time the technical response to the RFP is submitted. This is again stated in RFP Section 3.4.3.6, Item 2 of Required Submissions. The form must in no way be edited. **Failure to submit Attachment D-1A will result in the State's rejection of the Offeror's Proposal to the RFP.**

81. If an Offeror is a Maryland Department of Transportation (MDOT) certified MBE, will that Offeror be required to meet the MBE participation subcontracting goal that is established by the Master Contract and any resulting TORFP or RFR?

Answer: Yes, as required by law.

82. We are a Maryland certified MBE. If we bid as a Prime, do we require a sub that is an MBE? If we, as a Prime, are awarded a Master Contract and will do more than 35% of the work, will we be considered to have achieved the MBE participation goal of 35%?

Answer: An MBE goal can only be satisfied by subcontracting; even an MBE Prime must subcontract with an MBE.

83. Does the MBE goal apply to an RFR?

Answer: An RFR may have a specific MBE goal.

84. How does an MBE identify Master Contractors?

Answer: A list of CATS+ Master Contractors will be posted on the CATS+ website, once awards have been finalized (see CATS II website for examples).

85. Does the State have a website where I can locate an MBE?

Answer: See RFP Section 1.24.

86. Is the 35% goal for an individual TORFP or is it aggregated?

Answer: 35% is the aggregate MBE goal for the CATS+ Master Contract overall; individual MBE goals at the RFR and TORFP level will be set as appropriate.

87. What are the MBE reporting requirements for a Master Contractor?

Answer: See RFP Section 1.24 and Attachment D.

88. What are the certifications requirements to become a Maryland certified MBE?

Answer: Certification requirements and process are available on the MDOT web site. See RFP Section 1.24.

89. Can an MBE subcontractor have MBE subcontractors (several levels)?

Answer: There is no subcontracting at the CATS+ RFP level. However, MBE Master Contractors must subcontract with MBE subcontractors in order to meet any MBE goal on a TORFP/RFR. There is no prohibition against the MBE subcontractor from further subcontracting.

90. How do I represent my company's status if we have applied for MBE certification but the certified has not yet been granted by the proposal due date?

Answer: A designation as an MBE contractor cannot be complete until certification is complete. Should certification be granted after a proposal is submitted, it will be necessary for the Offeror to inform the CATS+ Procurement Officer, so that the correct designation can be shown in the event of award.

91. Can an MBE subcontractors' past performance be used as past performance when submitting a proposal in response to the RFP?

Answer: Yes.

92. In order to meet the required MBE participation goal specified in a TORFP, must the MBE be a Master Contractor under the CATS+ Master Contract or does the MBE only need to be a Maryland certified MBE through MDOT?

Answer: The MBE need only be certified by MDOT, see RFP Section 1.24.

93. The RFP states that the SBR concerns are at 10% for all Maryland government agencies. With that in mind, are there any set aside awards for the minority small business registered in the State of Maryland under CATS+? If so what percentage is set aside?

Answer: There is no set aside for awards for minority small businesses.

94. Will my firm be allowed to use a Veteran Owned Small Business (VOSB) as a subcontractor?

Answer: Yes. However, only companies certified as MBE through the MDOT MBE program may be used to meet MBE goals.

Tower

95. Is there a performance bond requirement for FA 13 Tower Installation?

Answer: There are performance bond requirements in the RFP; however the bond amount will be detailed at the TORFP level.

96. Functional Area 13, paragraph B.4 states that the tower shall be required to meet or exceed the latest EIA 222-F standards for this type of tower with the “*State supplied loading design...*” Can this loading design be provided to contractors for each tower and monopole?

Answer: Tower loading is dependent on tower size and agency requirements. The State will issue loading requirements at the TORFP level.

97. Functional Area 13, paragraph D.2 states that the TO Contractor is to “*assume normal soil conditions.*” However, Attachment J contains a soil report. Are we to base the tower/monopole foundation design on normal soil conditions or the soil report in Attachment J?

Answer: Attachment J is a typical soil report and has been provided for illustrative purposes only. Detailed soil reports will be furnished at the TORFP level to insure all vendors have information sufficient for foundation design.

98. Are we to submit tower, shelter, generator, etc., information (drawings, catalog sheets, descriptive outlines) for each task order example in Volume I for Functional Area 13, or should we submit this information for one specific example?

Answer: We are asking for general submissions, so a single representative example is sufficient.

99. Paragraph B.7 of Example Task Order #1, states proper and thorough grounding methods shall be employed to provide maximum lightning protection; however, the latest task orders stated grounding methods in accordance with currently published Motorola R56 standards. Are the Motorola R56 methods to be considered for this RFP?

Answer: Propose as the RFP requests. The exact specifications of each TORFP will dictate any additional updated technical details.

100. Paragraph B.9 of Example Task Order #1, states step bolts and safety climbs are to be provided as part of the tower. The latest task orders include ground bars in this section of the specification. Are we to include the buss bar(s)?

Answer: See response 100.

101. Paragraph B.11 of Example Task Order #1 states 1-1/8" ASTM A449 anchor bolts are required for each leg. At times the diameter varies from the 1-1/8" dimension due to the design requirements. Is this acceptable? Also, we utilize ASTM F1554 Grade 50 steel in lieu of A572 Grade 50. Is this acceptable?

Answer: The information provided in the RFP is example information only. Actual specifications will be provided in a TORFP. Please propose according to the RFP specification.

102. Paragraph B.12 of Example Task Order #1 states concrete strengths to equal 3000 psi at 28 days. The latest task orders state concrete strengths to equal 4000 psi at 28 days with slump tests and crush reports certified by a Maryland Certified Professional Engineer. Are we to comply with Paragraph B.12 or the latest specification?

Answer: see Response 100.

103. There are several differences between the shelter specification in Functional Area 13 and the latest task order specifications. Are we to comply strictly with the specification in Functional Area 13? Also, are the walls and roof of the shelters to be solid concrete?

Answer: see Response 100.

104. Paragraph D.1 of Example Task Order #1 states a three legged heavy duty, self-supporting, two-way radio tower, however, the latest task orders state the tower shall be solid legged. Is the tower for this RFP to be solid legged?

Answer: The tower in this example is a solid legged tower.

105. Paragraph D.3 of Example Task Order #1 states to supply and install 24 inch cable ladders or waveguide stacker system on two faces of the tower, however, the latest task orders state that two (2) waveguide ladders on one (1) face of the tower and must be at least 3 feet wide. Which waveguide ladder arrangement are we to consider?

Answer: see Response 100.

106. Paragraph D.5 of Example Task Order #2 states to purchase and install one (1) medium intensity dual tower lighting system, however, the latest task orders require the dual lighting system with a 15 foot beacon extension assembly with safety climb and step bolts. Are we to include this beacon extension?

Answer: see Response 100.

107. Paragraph D.5 of Example Task Order #1 calls for an IEEE Type 1 SAD/MOV and Type 2 MOV protection devices, however, the latest task orders also call for an IEEE Type 3 SAD protection device for the lighting controller. Are we to include this Type 3 device?

Answer: see Response 100.

108. Paragraph D.8 of Example Task Order #1 does not include a programmable exerciser timer that is required in the latest task orders. Is this to be included in this RFP?

Answer: see Response 100.

109. Is tower steel required to meet the domestic steel products provision as defined in COMAR Title 21.11.02?

Answer: Yes.

ATTACHMENT F – PRICE PROPOSAL FORM INSTRUCTIONS

PRICING INSTRUCTION FORM F-A1 & F-A2 All Functional Areas, EXCEPT 13 and 14 Instructions

In order to assist Offerors in the preparation of their price proposal and to comply with the requirements of this solicitation, Price Instructions and Price Forms have been prepared. Offerors shall submit their price proposal on the forms in accordance with the instructions on the forms and as specified herein. Do not alter the forms or the price proposal shall be rejected. The Price Form is to be signed and dated, where requested, by an individual who is authorized to bind the Offeror to all proposed prices.

Offerors are required to record the fully-loaded, all-inclusive prices they are proposing for each listed item, and compute the total. The price forms are used to calculate the Offeror's TOTAL PRICE.

- A) On the Labor rates F-A1 spreadsheet, record the hourly labor rate for all 15 years and all labor categories. Offerors **MUST** propose to all labor categories regardless of their ability to fill positions for that labor category. Offerors proposing to multiple functional areas are not required to submit a separate F-A1 for each functional area proposed. Only one F-A1 is required.
- B) All Offeror Prices must be clearly typed with dollars and cents, e.g., \$24.15.
- C) All Prices must be the actual ceiling price the State shall pay for the proposed labor category per this RFP and may not be contingent on any other factor or condition in any manner.
- D) Functional Area 9 - On the Commission Pricing Only F-A2 spreadsheet, record the ceiling commission percentage for all 15 years.
- E) Except as instructed on the forms, nothing shall be entered on the forms that alters or proposes conditions or contingencies on the prices.
- F) H) It is imperative that the prices included on the Price Proposal Forms have been entered correctly Any incorrect entries by the vendor will be treated as provided in COMAR 21.05.03E and 21.05.02.12.

The actual Price Proposal Forms are located in separate files.
Reference Excel Spreadsheets.

PRICING INSTRUCTION FORM B

FUNCTIONAL AREA 13 TASK ORDER SCENARIOS 1 THRU 5 Instructions

In order to assist Offerors in the preparation of their price proposal and to comply with the requirements of this solicitation, Price Instructions and Price Forms have been prepared. Offerors must submit their price proposal on the forms in accordance with the instructions on the forms and as specified herein. Do not alter the forms or the price proposal shall be rejected. The Price Form is to be signed and dated, where requested, by an individual who is authorized to bind the firm to all prices offered.

The State reserves the right, at its sole discretion, not to purchase any equipment or service for which are solicited under this RFP.

Offerors are required to record the prices they are proposing for each listed item, and compute the total. The price forms are used to calculate the vendor's TOTAL PRICE.

- A) All Unit/Extended Prices must be clearly typed or written in ink with dollars and cents, e.g., \$24.15 and all percentages must be typed or written in ink with no more than one decimal place, e.g., 15.5 %.
- B) All Unit Prices must be the actual unit price the State shall pay for the proposed item per this RFP and may not be contingent on any other factor or condition in any manner. All percentages must be the actual percentage reduction that shall be applied to the manufacturer's price lists supplied.
- C) All calculations that result in a fraction of a cent must be rounded to the nearest whole cent, i.e., \$1.025 would be rounded to \$1.03 and \$1.024 would be rounded to \$1.02.
- D) All goods or services required or requested by the State and proposed by the vendor at No Cost to the State must be clearly entered in the Unit Price and Extended Price with \$0.00.
- E) All goods or services required or requested by the State and Not Offered by the vendor to the State must be clearly typed in the Unit Price and Extended Price with N/O.
- F) Except as instructed on the forms, nothing shall be entered on the forms that alters or proposes conditions or contingencies on the prices or percentages.

Vendors must record the required information on each table as follows:

Specifications of equipment and/or services requested. Record the price per project line item in the price Column. Record the total of all the line item prices on the appropriate line, Total Price.

On Attachment E-1 - Summary Price Form - Record the total of each of the five (5) Examples of Task Orders in Column B. Record total price for all five (5) Examples of Work under C.

The actual Price Proposal Forms are located in separate files

PRICING INSTRUCTION FORM C

FUNCTIONAL AREA 14 Instructions

In order to assist Offerors in the preparation of their price proposals, Functional Area 14 Price Proposal Forms have been prepared for the following categories:

- Category 1 - Antenna and Transmission Line Installation, Removal and Repair
- Category 2 - Tower Lighting Systems Installation and Repair
- Category 3 - Tower Inspection Services
- Category 4 - Generator Maintenance
- Category 5 - Tower Site Upkeep
- Category 6 - Tower Site Audit and Documentation Services

Offerors must submit their price proposals on this form in accordance with the instructions on the form and as specified herein. Do not change or alter these forms.

Offerors must complete and sign the applicable Financial Proposal Form (Attachments E through E-6) for each category proposed. The signature must be by an individual who is authorized to bind the firm to the prices offered. Complete all other lines on the form including the Offeror's Federal Employer Identification Number (FEIN).

Nothing shall be entered on the Price Proposal Form that alters or proposes conditions or contingencies on the proposed prices or offer.

All Unit Prices must be clearly typed with dollars and cents, e.g. \$24.15.

All Unit Prices must be the actual price the State will pay for the proposed item per this RFP and may not be contingent on any other factor or condition in any manner.

Individual Task Order Request pricing may offer a reduction in price from the pricing proposed in the Master Contract, but may never exceed Master Contract pricing.

Each item required by this procurement must be individually priced (i.e., priced per single unit) and where applicable, able to be ordered individually. Complete systems ordered may not require all options, and must be able to be ordered individually.

All pricing shall be F.O.B. **destination**.

As part of their price proposal, Offerors shall provide a standard fully-loaded, all-inclusive hourly crew rate and/or a emergency fully-loaded, all-inclusive hourly crew rate for "call out" services not previously scheduled by the State.

The standard hourly crew rate is Monday through Friday, 7:00 am to 7:00 pm.

The emergency hourly crew rates are broken down as follows:

1. Monday through Friday, 7:00 am to 7:00 pm
2. Monday through Friday, 7:00 pm to 7:00 am
3. Holidays and Weekends

The actual Price Proposal Forms are located in separate files

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 subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.

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

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

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

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

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

ATTACHMENT H – LIVING WAGE REQUIREMENTS FOR SERVICE CONTRACTS

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

B. The Living Wage Law does not apply to:

(1) A Contractor who:

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

(2) A Subcontractor who:

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

(3) Service contracts for the following:

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

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

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

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

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

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

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

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

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

ATTACHMENT I – LIVING WAGE AFFIDAVIT OF AGREEMENT

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

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

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

___ All employee(s) proposed to work on the State contract will work less than 13 consecutive weeks on the State contract.

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

Name of Authorized Representative

Signature of Authorized Representative

Date

Title

Witness Name (Typed or Printed)

Witness Signature

Date

ATTACHMENT J – SOIL BORINGS TYPICAL

(Separate file)

ATTACHMENT K – SHELTER LAYOUT DRAWING

(Three separate files)

ATTACHMENT L (1-4) TOWER PRICING

(Separate file)

ATTACHMENT M – PERFORMANCE BOND

Principal	Business Address of Principal
Surety a corporation of the State of and authorized to do business in the State of Maryland	Obligee STATE OF MARYLAND By and through the following Administration.....
Penal Sum of Bond (express in words and figures)	Date of Contract 20....
Description of Contract	Date Bond Executed 20....
TO Agreement Number:	

KNOW ALL MEN BY THESE PRESENTS, That we, the Principal named above and Surety named above, are held and firmly bound unto the Obligee named above in the Penal Sum of this Performance Bond stated above, for the payment of which Penal Sum we bind ourselves, our heirs, executors, administrators, personal representatives, successors, and assigns, jointly and severally, firmly by these presents. However, where Surety is composed of corporations acting as co-sureties, we, the co-sureties, bind ourselves, our successors and assigns, in such Penal Sum jointly and severally as well as severally only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each co-surety binds itself, jointly and severally with the Principal, for the payment of such sum as appears above its name below, but if no limit of liability is indicated, the limit of such liability shall be the full amount of the Penal Sum.

WHEREAS, Principal has entered into or will enter into a TO Agreement with the State of Maryland, by and through the Administration named above acting for the State of Maryland, which TO Agreement is described and dated as shown above, and incorporated herein by reference. The TO Agreement and all items incorporated into the TO Agreement, together with any and all changes, extensions of time, alterations, modifications, or additions to the TO Agreement or to the work to be performed thereunder or to the Plans, Specifications, and Special Provisions, or any of them or to any other items incorporated into the TO Agreement shall hereinafter be referred to as "the TO Agreement."

WHEREAS, it is one of the conditions precedent to the final award of the TO Agreement that these presents be executed.

NOW, THEREFORE, during the original term of said TO Agreement, during any extension to the TO Agreement that may be granted by the Administration, and during the guarantee and warranty period, if any, required under the TO Agreement; unless otherwise stated therein, this Performance Bond shall remain in full force and effect unless and until the following terms and conditions are met:

1. Principal shall well and truly perform the TO Agreement; and
2. Principal and Surety shall comply with the terms and conditions contained in this Performance Bond.

Whenever Principal shall be declared by the Administration to be in default under the Contract, the Surety may, within 15 days after notice of default from the Administration, notify the Administration of its election to either promptly proceed to remedy the default or promptly proceed to complete the contract in accordance with and subject to its terms and conditions. In the event the Surety does not elect to exercise either of the above stated options, then the Administration thereupon shall have the remaining contract work completed, Surety to remain liable hereunder for all expenses of completion up to but not exceeding the penal sum stated above.

The Surety hereby stipulates and agrees that no charge, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this Performance Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

This Performance Bond shall be governed by and construed in accordance with the laws of the State of Maryland and any reference herein to Principal or Surety in the singular shall include all entities in the plural who or which are signatories under the Principal or Surety heading below.

IN WITNESS WHEREOF, Principal and Surety have set their hands and seals to this Performance Bond. If any individual is a signatory under the Principal heading below, then each such individual has signed below on his or her own behalf, has set forth below the name of the firm, if any, in whose name he or she is doing business, and has set forth below his or her title as a sole proprietor. If any partnership or joint venture is a signatory under the Principal heading below, then all members of each such partnership or joint venture have signed below, each member has set forth below the name of the partnership or joint venture, and each member has set forth below his or her title as a general partner, limited partner, or member of joint venture, whichever is applicable. If any corporation is a signatory under the Principal or Surety heading below, then each such corporation has caused the following: the corporation's name to be set forth below, a duly authorized representative of the corporation to affix below the corporation's seal and to attach hereto a notarized corporate resolution or power of attorney authorizing such action, and each such duly authorized representative to sign below and to set forth below his or her title as a representative of the corporation. If any individual acts as a witness to any signature below, then each such individual has signed below and has set forth below his or her title as a witness. All of the above has been done as of the Date of Bond shown above.

In Presence of: Individual Principal
 Witness
as to(SEAL)

In Presence of: Co-Partnership Principal
 Witness(SEAL)
(Name of Co-Partnership)
as to By:.....(SEAL)
as to(SEAL)
as to(SEAL)

Corporate Principal

Attest:
(Name of Corporation)
as to By:.....CORPORATE
Corporate Secretary President SEAL

AFFIX

Attest:(SEAL) By: AFFIX
Signature (Surety) CORPORATE
SEAL

Bonding Agent's Name:.....
 Agent's Address.....
(Business Address of Surety)

Approved as to legal form and sufficiency
 this day of 20.....

Asst. Attorney General

ATTACHMENT N – OFFEROR INFORMATION SHEET

Company Name: _____
Tax ID: _____
eMaryland Marketplace #: _____
Website: _____

If applicable
Maryland MBE#: _____
Maryland SBR#: _____
Federal VOSB#: _____

Corporate Contact Name: _____
Corporate Contact Title: _____
Corporate Address 1: _____
Corporate Address 2: _____
City State Zip: _____
Corporate Contact Telephone#: _____
Corporate Contact Fax#: _____
Corporate Contact eMail Address: _____

Note: You may only designate **ONE** solicitation contact person

Solicitation Contact Name: _____
Solicitation Contact Title: _____
Solicitation Address 1: _____
Solicitation Address 2: _____
City State Zip: _____
Solicitation Contact Telephone#: _____
Solicitation Contact Fax#: _____
Solicitation Contact eMail Address: _____