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LIST OF ATTACHMENTS

In accordance with State Procurement Regulations:

ATTACHMENT A: is the State's contract. It's provided with the RFP for informational purposes and is not required with proposal submission. 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 with proposal submission. It must be submitted by the selected Offeror to the Procurement Officer within five (5) working days of notification of proposed award.

ATTACHMENT D-1 through D-6: MBE Participation Forms. Form D1-A must be completed and submitted with the Offeror's Technical Proposal

ATTACHMENT E: Price Proposal Instructions and Forms. Price Proposal form E-1A must be completed and submitted as the Price Proposal.

ATTACHMENT F: Conflict of Interest Affidavit

ATTACHMENT G: Pre-proposal Conference Directions

ATTACHMENT H: Deliverable Product Acceptance Form (DPAF)

ATTACHMENT I: Living Wage Affidavit of Agreement

ATTACHMENT J: SAMPLE IV&V PROJECT REQUIREMENTS

ATTACHMENT K: VSBE FORMS. Form K-V1A must be completed and submitted with the Offeror's Technical Proposal

ATTACHMENT A – SAMPLE CONTRACT – Independent Assessment & Support (IAS)

THIS CONTRACT is made as of this _____ day of _____, 2013 by and between _____ (Master 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 Master Contract, the following words have the meanings indicated:

1.1 “Master Contract” means this Contract for Independent Assessment & Support (IAS), RFP 060B4400002.

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

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

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

1.5 “Price Proposal” means the Contractor’s Price Proposal dated _____, 20XX.

1.6 “Notice to Proceed (NTP)” means a formal written notification from the Procurement Officer 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 Independent Assessment & Support (IAS) No. 060B4400002 issued October 29, 2013 and any amendments thereto issued in writing by the State.

1.9 “State” means the State of Maryland.

1.10 “Task Order Agreement” (TO Agreement) means a signed contract between DoIT and the Contractor selected via a TORFP to perform a TO Agreement.

1.11 “Task Order Proposal” (TO Proposal) means the technical and financial response by a Master Contractor to a TORFP.

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

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

1.14 All references in Sections 2.2, 4.2, 4.3 and 6 through 35 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.

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

Exhibit A - The RFP

Exhibit B- Task Order Agreement (when executed)

Exhibit C- TORFP (when released)

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

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

Exhibit F - The Technical Proposal to the RFP

Exhibit G- The Price Proposal to the RFP

2.2 The Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the Master Contract, the TORFP or the TO Agreement. No other order, statement or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Master Contractor to an equitable adjustment under this section. Except as otherwise provided in this Master Contract, if any change under this section causes an increase or decrease in the Master 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 Master Contract price shall be made and the Master Contract modified in writing accordingly. The Master 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 Master Contractor shall be allowed if asserted after final payment under this Master 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 Master 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 five (5) years with two (2) one-year renewal options, beginning on _____ and ending on _____, unless terminated earlier as provided in this Master Contract. All prices for rates

and terms as offered in Attachment E are binding on the Master Contractor for the term of the Master Contract.

4. Consideration and Payment

4.1 In consideration of the satisfactory performance of the work set forth in this Master Contract and any TO Agreement, the State shall pay the Master Contractor in accordance with the rates established in the Contractor's TO Proposal, which may be lower but shall not exceed the rates in Attachment E, Price Proposal Form. TO Agreements that are on a time and materials basis shall include a NTE ceiling for payments. Any work performed by the Master Contractor in excess of the NTE ceiling amount of any TO Agreement without the prior written approval of the Contract Manager is at the Master 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 Master Contractor.

4.2 Invoices must be provided in the format and on the schedule identified in the TORFP. Each invoice must reflect the Master Contractor's federal tax identification number, which is _____ . The Master Contractor's eMM identification number is _____. Payments to the Master Contractor pursuant to this Master Contract shall be made no later than 30 days after the State's receipt of a proper invoice from the Master Contractor. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, are prohibited. A TO Agreement may specify periodic payments based on deliverables or stages of completion. A TO Agreement may specify that a portion of the payments due will be withheld until completion of the TO Agreement. The amount withheld from each payment shall be paid to the Master Contractor within thirty (30) days of the State's acceptance of all deliverables required under the TO Agreement and receipt from the Master Contractor of a release in a form prescribed by the State for any claims arising out of or related to the TO Agreement. The final payment under this Master 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 Master Contractor fails to perform under this Master 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 Master Contractor meets performance standards as established by the Procurement Officer pursuant to this Master Contract

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

5. TORFPs

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

6. Patents, Copyrights, Intellectual Property

6.1 If the Master 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 Master Contractor shall obtain the necessary permission or license to permit the State to use such item or items.

6.2 The Master Contractor agrees that at all times during the term of this Master Contract and thereafter, works created as a deliverable under this Contract and services performed under this Master Contract shall be "works made for hire" as that term is interpreted under U.S. copyright law. To the extent that any products created as a deliverable under this Master Contract are not works for hire for the State, the Master Contractor shall state why it believes that it should not thereby relinquish, transfer, and assign to the State all of its rights, title, and interest (including all intellectual property rights) to all such products created under this Master Contract.

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

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

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

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

7. Rights to Records

7.1 The Master 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 Master Contractor for purposes of this Master 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 Master Contract.

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

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

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

8. Confidentiality

Subject to the Maryland Public Information Act and any other applicable laws, all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Master 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 Master 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 Master 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 Master Contractor or any of its subcontractors or agents, the Master Contractor shall be responsible for recreating such lost data in the manner and on the schedule set by the Contract Manager. The Master Contractor shall ensure that all data is backed up and is recoverable by the Master 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 Master Contract shall, during the pendency and term of this Master Contract and while serving as an official or employee of the State become or be an employee of the Master Contractor or any entity that is a subcontractor on this Master Contract.

11. Disputes

This Master 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 Master Contractor shall proceed diligently with the performance of the Master Contract in accordance with the Procurement Officer's decision. Unless a lesser period is provided by applicable statute, regulation, or the Contract, the Master 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 Master Contract, the Master Contractor must submit to the Procurement Officer its written claim containing the information specified in COMAR 21.10.04.02.

12. Maryland Law

This Master 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 Master 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 Master 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 Master Contractor to solicit or secure this Master 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 Master Contract.

15. Non-availability of Funding

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of a TO Agreement under this Master 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 Master Contractor's rights under any termination clause in this Master Contract. The effect of termination of the TO Agreement hereunder will be to discharge both the Master 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 Master 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 Master 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 Master Contractor fails to fulfill its obligations under this Master Contract properly and on time, or otherwise violates any provision of the Master Contract, the State may terminate the Master Contract by written notice to the Master Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Master Contractor shall, at the State's option, become the State's property. The State shall pay the Master Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Master Contractor's breach. If the damages are more than the compensation payable to the Master Contractor, the Master 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 Master 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 Master Contract that the Master Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Master Contract; provided, however, the Master 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 Master Contractor agrees to perform the work under this Master Contract continuously and diligently. No charges or claims for damages shall be made by the Master Contractor for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Master 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 Master 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 Master 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 Master Contract are applicable to this Master Contract.

21. Financial Disclosure

The Master 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 Master 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 Master Contractor shall retain and maintain all records and documents in any way relating to this Master Contract for three years after final payment by the State under this Master 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 Master Contract are to be retained for the entire time provided under this section. The Master 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 Master Contractor and its subcontractors under the Master Contract. The Master 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. Master Contractor shall not be compensated for providing any such cooperation and assistance. This section shall survive expiration of this Master Contract.

24. Compliance with Laws

The Master Contractor hereby represents and warrants that:

24.1 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;

24.2 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 Master Contract;

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

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

25. Cost and Price Certification

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

26. Subcontracting; Assignment

The Master Contractor may not subcontract any portion of the services provided under this Master Contract without obtaining the prior written approval of the Procurement Officer, nor may the Master Contractor assign this Master 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 Master Contractor may assign monies receivable under a TO Agreement after due notice to the State. Any such subcontract or assignment shall include the terms of Sections 9, and 11 through 24 of this Master 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.

27. Indemnification

27.1 The Master 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 Master Contractor or its subcontractors under this Contract.

27.2 The State has no obligation to provide legal counsel or defense to the Master 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 Master Contract against the Master Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Master Contract.

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

27.4 The Master Contractor shall immediately notify the Procurement Officer of any claim or suit made or filed against the Master Contractor or its subcontractors regarding any matter resulting from or relating to the Master Contractor's obligations under the Master 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 Master Contractor's performance under this Master Contract, the Master 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 Master Contract.

28. Limitation of Liability

For breach of this Master Contract, negligence, misrepresentation or any other contract or tort claim, Master 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 Master 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 Master Contract, regardless of the form, Master Contractor's liability per claim shall not exceed

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.

32. Commercial Nondiscrimination

A. As a condition of entering into this Master Contract, Master 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, Master 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 Master Contractor retaliate against any person for reporting instances of such discrimination. Master 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. Master 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 Master 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 Master Contractor shall include the above Commercial Nondiscrimination clause, or similar clause approved by DoIT, in all subcontracts.

C. As a condition of entering into this Master Contract, upon the Maryland Human Relations Commission's request, and only after the filing of a complaint against Master Contractor under Title 19 of the State Finance and Procurement Article, Master Contractor agrees to provide within 60 days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Master 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 Master Contractor on each subcontract or supply contract. Master 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. Master 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.

33. Prompt Pay Requirements

33.1 If a Master 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:

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

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

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

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

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

33.2 An “undisputed amount” means an amount owed by a Master 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 Master 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.

33.3 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:

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

33.3.2 Be used as evidence on the merits of a dispute between the Agency and the contractor in any other proceeding; or

33.3.3 Result in liability against or prejudice the rights of the Agency.

33.4 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 (MBE) program.

33.4.1 To ensure compliance with certified MBE subcontract participation goals, the Agency may, consistent with COMAR 21.11.03.13, take the following measures:

33.4.2 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.

33.4.3 This verification may include, as appropriate:

33.4.4 Inspecting any relevant records of the Contractor;

33.4.5 Inspecting the jobsite; and

33.4.6 Interviewing subcontractors and workers.

33.4.7 Verification shall include a review of:

33.4.7.1 The Master Contractor’s monthly report listing unpaid invoices over 30 days old from certified MBE subcontractors and the reason for nonpayment; and

33.4.7.2 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.

33.5 If the Agency determines that a Master Contractor is in noncompliance with certified MBE participation goals, then the Agency will notify the Master Contractor in writing of its findings, and will require the Master 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.

33.5.1 If the Agency determines that a Master 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:

33.5.2 Terminate the contract;

33.5.3 Refer the matter to the Office of the Attorney General for appropriate action; or

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

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

34 Liquidated Damages

This contract requires the contractor to make good faith efforts to comply with the MBE Program and contract provisions. The State and the Contractor acknowledge and agree that the State will incur damages, including but not limited to loss of goodwill, detrimental impact on economic development, and diversion of internal staff resources, if the Contractor does not make good faith efforts to comply with the requirements of the MBE Program and MBE contract provisions. The parties further acknowledge and agree that the damages the State might reasonably be anticipated to accrue as a result of such lack of compliance are difficult to ascertain with precision.

Therefore, upon a determination by the State that the Contractor failed to make good faith efforts to comply with one or more of the specified MBE Program requirements or contract provisions, the Contractor agrees to pay liquidated damages to the State at the rates set forth below. The Contractor expressly agrees that the State may withhold payment on any invoices as a set-off against liquidated damages owed. The Contractor further agrees that for each specified violation, the agreed upon liquidated damages are reasonably proximate to the loss the State is anticipated to incur as a result of such violation.

(a) Failure to submit each monthly payment report in full compliance with COMAR 21.11.03.13B (3): \$33.30 per day until the monthly report is submitted as required.

(b) Failure to include in its agreements with MBE subcontractors a provision requiring submission of payment reports in full compliance with COMAR 21.11.03.13B (4): To be decided at the TORFP level per MBE subcontractor.

(c) Failure to comply with COMAR 21.11.03.12 in terminating, canceling, or changing the scope of work/value of a contract with an MBE subcontractor and/or amendment of the MBE participation schedule: the difference between the dollar value of the MBE participation commitment on the MBE participation schedule for that specific MBE firm and the dollar value of the work performed by that MBE firm for the contract.

(d) Failure to meet the Contractor's total MBE participation goal and subgoal commitments: the difference between the dollar value of the total MBE participation commitment on the MBE participation schedule and the MBE participation actually achieved.

(e) Failure to promptly pay all undisputed amounts to an MBE subcontractor in full compliance with the prompt payment provisions of this contract: To be decided at the TORFP level per day until the undisputed amount due to the MBE subcontractor is paid.

Notwithstanding the use of liquidated damages, the State reserves the right to terminate the contract and exercise all other rights and remedies provided in the contract or by law.

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: Isabel Fitzgerald, Secretary

Date

Date

Witness / Attest

Witness

Approved for form and legal sufficiency this _____ day of _____ 2014.

Assistant Attorney General

APPROVED BY BPW: _____
(Date)

(BPW Item #)

ATTACHMENT B - BID / PROPOSAL AFFIDAVIT

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, § 1D-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.

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

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

- (1) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;
- (2) Knowingly and with intent to defraud, fraudulently represent participation of a veteran-owned small business enterprise in order to obtain or retain a bid preference or a procurement contract;
- (3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (4) Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (5) Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.12; or
- (6) Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of §B-2(1)—(5) of this regulation.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §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, §1D-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 shall 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. CERTIFICATION REGARDING INVESTMENTS IN IRAN

(1) The undersigned certifies that, in accordance with State Finance and Procurement Article, §17-705, Annotated Code of Maryland:

(a) It is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland; and

(b) It is not engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland.

2. The undersigned is unable to make the above certification regarding its investment activities in Iran due to the following activities: _____

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

I FURTHER AFFIRM THAT:

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

M 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 – MBE FORMS

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 Independent Assessment Services, No. 060B4400002 (IAS 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 (TO Agreement), by subcontracting to one or more MDOT-certified MBEs a sufficient portion of the Task Order Request for Proposal (TORFP) scope of work that results in total MBE payments that meet or exceed the TORFP 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 (IAS Master Contractor Acknowledgement of Task Order MBE Requirements) with its IAS Technical Proposal submission. By signing Attachment D-1A, the Offeror affirms that if it is awarded a master contract under the RFP, it will comply with all MBE requirements associated with any TORFP, 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.**
- ◆ An Offeror receiving notification from the State that it is an apparent master contract awardee will not be required to submit additional MBE documentation prior to final master contract execution. However, all TORFPs issued with an MBE participation goal will contain certain documents that the Contractor must submit at the time of its TORFP Proposal submission as well as documents that an apparent TORFP awardee must submit within 10 working days of notification of TORFP award. MBE affidavits, schedules, statements, and reports that will be used at the TORFP 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 AWARDS

Attachments D-1 and D-2 must be completed, signed and submitted by the Master Contractor together with the TO 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, 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 awardee within 10 working days of notification of award. If the apparent TORFP 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, 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 IAS Master Contract, all TORFP MBE payment reports shall be sent to the agency for which the TORFP scope of work is being completed. Payment reports should not be sent to DoIT unless the TORFP 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 – Master Contractor Acknowledgement of Task Order MBE Requirements

Must be submitted with TORFP 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 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 :

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

ATTACHMENT D-1A

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. 060B4400002, 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 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 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 , 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 .

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-7 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 proposal pursuant to any applicable TORFP 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 sub goals (complete for only those sub goals 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 sub goals. I hereby request a waiver, in whole or in part, of the overall goal and/or sub goals. 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	Signature of Affiant
<i>(PLEASE PRINT OR TYPE)</i>	
	Name: _____
	Title: _____
	Date: _____

SUBMIT THIS AFFIDAVIT WITH TORFP BID/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 All MBE 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 §1D-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

By: _____
Name, Title
Date

SUBCONTRACTOR SIGNATURE

By: _____
Name, Title
Date

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

Attachment D-5

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

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

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

<p>List all payments made to MBE subcontractor named above</p> <p>during this reporting period:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 40%; text-align: center;"><u>Invoice#</u></th> <th style="width: 55%; text-align: center;"><u>Amount</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>4.</td><td></td><td></td></tr> <tr> <td colspan="3">Total Dollars Paid: \$ _____</td> </tr> </tbody> </table>		<u>Invoice#</u>	<u>Amount</u>	1.			2.			3.			4.			Total Dollars Paid: \$ _____			<p>List dates and amounts of any outstanding invoices:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 40%; text-align: center;"><u>Amount</u></th> <th style="width: 55%; text-align: center;"><u>Invoice #</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>4.</td><td></td><td></td></tr> <tr> <td colspan="3">Total Dollars Unpaid: \$ _____</td> </tr> </tbody> </table>		<u>Amount</u>	<u>Invoice #</u>	1.			2.			3.			4.			Total Dollars Unpaid: \$ _____		
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2.																																					
3.																																					
4.																																					
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#: _____ Reporting Period (Month/Year): _____ Report is due by the 10th of the month following the month the services were performed.	Contract # _____ Contracting Unit: _____ MBE Subcontract Amount: _____ Project Begin Date: _____ Project End Date: _____ Services Provided: _____
---	--

MBE Subcontractor Name: _____																									
MDOT Certification #: _____																									
Contact Person: _____		Email: _____																							
Address: _____																									
City: Baltimore	State: _____	ZIP: _____																							
Phone: _____	FAX: _____																								
Subcontractor Services Provided:																									
List all payments received from Prime Contractor during reporting period indicated above. <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 40%; text-align: center;"><u>Invoice Amt</u></th> <th style="width: 50%; text-align: center;"><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> </tbody> </table> Total Dollars Paid: \$ _____		<u>Invoice Amt</u>	<u>Date</u>	1.			2.			3.			List dates and amounts of any unpaid invoices over 30 days old. <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 40%; text-align: center;"><u>Invoice Amt</u></th> <th style="width: 50%; text-align: center;"><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> </tbody> </table> Total Dollars Unpaid: \$ _____		<u>Invoice Amt</u>	<u>Date</u>	1.			2.			3.		
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1.																									
2.																									
3.																									
	<u>Invoice Amt</u>	<u>Date</u>																							
1.																									
2.																									
3.																									

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

Signature: _____ Date: _____

(Required)

MINORITY CONTRACTOR UNAVAILABILITY CERTIFICATE

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 D-6) 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 – PRICE PROPOSAL INSTRUCTIONS

Pricing Attachment E-1

Instructions

In order to assist Offerors in the preparation of their Price Proposal Forms and to comply with the requirements of this solicitation, Price Instructions and a Price Form have been prepared. An Offeror shall submit its Price Proposal on the Price Proposal Form in accordance with the instructions on the form and as specified herein. Do not alter the form or the price proposal shall be rejected. The Price Proposal 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 proposed for each listed item, and compute the total. The Price Proposal Form is used to calculate the Offeror's TOTAL PRICE.

- A) On the labor rates spreadsheet, record the fully loaded hourly labor rate for all 7 years (5 year contract with two optional years) and all labor categories. Offerors MUST propose to all labor categories regardless of their ability to fill positions for that labor category.
- 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) Except as instructed on the forms, nothing shall be entered on the forms that alters or proposes conditions or contingencies on the prices.
- E) It is imperative that the prices included on the Price Proposal Form have been entered correctly. Any incorrect entries by the vendor will be treated as provided in COMAR 21.05.03.03 and 21.05.02.12.

The Price Proposal Forms are located in a separate Excel file

ATTACHMENT F - CONFLICT OF INTEREST AFFIDAVIT

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 G – PRE-PROPOSAL CONFERENCE DIRECTIONS

TO THE PRE-PROPOSAL CONFERENCE

From Baltimore Area:

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

From the Eastern Shore or Route 2:

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

From Either Direction:

- Follow Rowe Blvd. to the third traffic light.
- Stay to the right when the road splits before the Treasury Building.
- Turn right onto Calvert St.
- 45 Calvert Street is the first building immediately on the right.
- Room 164 is on the first floor.
- Stop and register with the Security Guard; you will be directed to Room 164.

Parking:

- The closest garage is next to 45 Calvert St. but shall be entered from Clay St. This is the second right turn after turning onto Calvert St. Turn right onto Clay St. immediately after passing 45 Calvert St.
- Another garage is available about a half of a block down from 45 Calvert St. on the left, called Gott's Court Garage.
- There is also limited metered parking available on Calvert and surrounding streets.

ATTACHMENT H - DELIVERABLE PRODUCT ACCEPTANCE FORM

(Submit one DPAF for each deliverable)

TO Requesting Agency:

TO Agreement Name: (Example: IAS)

TO Agreement #: F _____

State Contact: [Name], [Phone], [Email Address] (TO Project Manager)

TO Contractor:

TO Contractor Contact:

The TO Contractor has submitted the deliverable described below for the above referenced TO Agreement.

Deliverable ID# From Attachment A of the TORFP	Deliverable Title

The Information Below Shall Be Filled-In by State Contact

DELIVERABLE DISPOSITION:

Is accepted.

Is rejected (for reasons indicated below).

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

TO Project Manager Signature

Date Signed

ISSUED BY THE TO PROJECT MANAGER AS REQUIRED IN EACH TORFP.

ATTACHMENT I - LIVING WAGE AFFIDAVIT OF AGREEMENT

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 – SAMPLE IV&V PROJECT REQUIREMENTS

The purpose of this attachment is to provide a requirements statement for evaluation purposes. The project is a snapshot IV&V.

2.0 SCOPE OF WORK

2.1 PURPOSE

DoIT is issuing this IAS TORFP to obtain a single TO Contractor experienced in IT consulting to perform an Independent Verification & Validation (IV&V) for a Major Information Technology Development Project (MITDP): <name of MITDP>

The purpose of this IV&V is to assess the Agency's project management methodology and the overall health of the project listed above, according to the objectives listed in Section 2.5. In the first phase of the IV&V, the TO Contractor shall research and develop a written report and oral presentation of findings based on the IV&V objectives for the MITDP. For each of the IV&V objectives, the State of Maryland may modify objectives depending which System Development Lifecycle (SDLC) phase the MITDPs are currently in, including procurement document reviews (RFP, TORFP, etc) and SDLC documents reviews (requirements, design, testing). The resulting IV&V Findings Report deliverable shall capture overall project management disposition along with recommended solutions to deficiencies for the MITDP. Findings shall be categorized to describe project management strengths, weaknesses (including issues and risks), and any corrective actions recommended by the TO Contractor. An optional deliverable of this phase is the IV&V Transformative Enhancement, Assistance, and Mentoring Activities (TEAM). DoIT may task the TO Contractor to develop an IV&V TEAM in collaboration with the Agency and DoIT.

A second, optional phase for each IV&V, if exercised by DoIT in its sole discretion, requires the TO Contractor to monitor and report on agency compliance with the TEAM and provide agency assistance to support agency corrective actions. DoIT may also exercise, in its sole discretion, an optional third phase to continue monitoring agency compliance with the TEAM by the TO Contractor. These and all other IV&V project deliverables are described in detail in Section 2.6.2 Deliverables, Acceptance Criteria, and Time of Performance.

2.2 REQUESTING AGENCY BACKGROUND

The Department of Information Technology was established with the passage of HB 362 and Senate Bill 212 and approved by Governor Martin O'Malley on April 8, 2008. Department of Information Technology has policy responsibility over technology matters across State agencies, oversight authority over large scale information technology expenditures, programmatic oversight over large information technology projects, and the authority to centralize common information technology functions and assets. DoIT supports Maryland's Executive Branch agencies and commissions through its leadership as a principal procurement unit and in establishing the State's strategic direction for information technology (IT) and telecommunications, establishing long range target technology architecture, encouraging cross agency collaboration for the mutual benefit of all, and advocating best practices for operations and project management. DoIT uses four elements of project management oversight including professional project management, independent verification and validation, portfolio reviews, and peer review committee.

2.3 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES

The TO Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology projects, which may be created or changed periodically.

The TO Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting project execution.

The following policies, guidelines and methodologies can be found at the DoIT site (<http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx>). These may include, but are not limited to:

- The State of Maryland System Development Life Cycle (SDLC) methodology
- The State of Maryland Information Technology Security Policy and Standards
- The State of Maryland Enterprise Architecture
- The State of Maryland Information Technology Non-Visual Access Standards
- The TO Contractor shall follow the project management methodologies consistent with the Project Management Institute's Project Management Body of Knowledge Guide.
- TO Contractor assigned personnel shall follow a consistent methodology for all TO activities.

2.4 APPROACH

The approach for this IV&V shall include independent research, stakeholder interviews, and the review and analyses of project processes, project files and documentation. In working with project stakeholders, the TO Contractor shall strive to minimize or avoid any adverse impact on the schedules of the target projects. The TO Contractor shall assign an "IV&V Project Manager" who shall be the TO Contractor's lead resource on this IV&V. The IV&V Project Manager shall be certified by PMI as a Project Management Professional (PMP). The TO Contractor shall provide the deliverables as described in Section 2.6.2 Deliverables, Acceptance Criteria, and Time of Performance.

In executing the IV&V and developing IV&V deliverables, the TO Contractor shall apply recognized project management best practices and industry standards according to PMI. Specifically, with regard to the treatment of findings on State agency project management processes, the TO Contractor shall formulate findings in terms consistent with the PMI's Project Management Body of Knowledge (PMBOK). Where an evaluation of the technical feasibility of an IT solution is required, the TO Contractor shall apply the Software Engineering Institute's Capability Maturity Model Integration or other recognized industry standard.

2.5 OBJECTIVES OF THE IV&V

The TO Contractor shall assess each Agency's project management methodology and the overall health of the Agency's MITDPs, focusing on:

- A) Project management processes consistent with: 1) The project management knowledge areas described in the PMBOK with emphasis on Time, Scope, Cost, and Risk Management; and 2) Application of Maryland's SDLC methodology;
- B) Capability of the project managers, or designees, to report accurately on project financials, including total project costs associated with satisfying the phases of the SDLC;
- C) Project governance, meaning the extent to which the agency has effectively: 1) Defined organizational structures and processes for project governance; 2) Defined roles, responsibilities and expectations among all internal and external stakeholders; 3)

Implemented an appropriate flow of project information and communication among stakeholders; 4) Instituted a process for review and response to project risk and issues, including escalation to the executive sponsor; 5) Established an effective change control process for controlling scope, schedule and cost and 6) Instituted a process for executive approvals (for example, sign-off on SDLC documents) at appropriate project milestones;

- D) Schedule feasibility of the projects as it relates to project schedule, project constraints and integration of contractor managed activities and agency managed activities to deliver a system within the proposed timeframe.

Interviews

Individuals identified as part of the TORFP process by DoIT will be provided to the IAS Contractor. Potential interviewees may include:

- A) Executive Sponsor;
- B) Agency Project Manager;
- C) Agency Chief Information Officer;
- D) Agency Chief Financial Officer;
- E) Contractor's Project Manager;
- F) Individuals identified post-NTP by DoIT or Agency during the IV&V Kick-off meeting;
and
- G) Other interviewees specific to project circumstances.

2.6 DELIVERABLES

2.6.1 DELIVERABLE SUBMISSION PROCESS

For each written deliverable, draft and final, the TO Contractor shall complete and submit to the TO Manager an advanced draft and final electronic copy compatible with Microsoft Office 2007 or 2010. With each final deliverable, the TO Contractor shall submit a Deliverable Product Acceptance Form (DPAF).

Written deliverables defined as draft documents shall demonstrate due diligence in meeting the scope and requirements of the associated final written deliverable. A draft written deliverable may contain limited structural errors such as poor grammar, misspellings or incorrect punctuation, but shall:

- A) Be presented in a format appropriate for the subject matter and depth of discussion.
- B) Be organized in a manner that presents a logical flow of the deliverable's content.
- C) Represent factual information reasonably expected to have been known at the time of submittal.
- D) Present information that is relevant to the section of the deliverable being discussed.
- E) Represent a significant level of completeness towards the associated final written deliverable that supports a concise final deliverable acceptance process.
- F) Be delivered to the TO Manager 3 to 5 days in advance of due date listed below.

Upon receipt of a final deliverable, the TO Manager shall commence a review of the deliverable as required to validate the completeness and quality in meeting requirements. Upon completion of validation, the TO Manager shall issue to the TO Contractor notice of acceptance or rejection of the

deliverables in a Deliverable Product Acceptance Form. In the event of rejection, the TO Contractor shall correct the identified deficiencies or non-conformities. Subsequent project tasks may not continue until deficiencies with a deliverable are rectified and accepted by the TO Manager, or the TO Manager has specifically issued, in writing, a waiver for conditional continuance of project tasks. Once the State’s issues have been addressed and resolutions are accepted by the TO Manager, the TO Contractor will incorporate the resolutions into the deliverable and resubmit the deliverable for acceptance. Accepted deliverables shall be invoiced within 30 days in the applicable invoice format.

2.6.2 DELIVERABLE DESCRIPTIONS / ACCEPTANCE CRITERIA

When presented for acceptance, a written deliverable defined as a final document shall satisfy the scope and requirements of this TORFP for that deliverable. All written deliverables shall not contain structural errors such as poor grammar, misspellings or incorrect punctuation, and shall:

- A) Be presented in a format appropriate for the subject matter and depth of discussion.
- B) Be organized in a manner that presents a logical flow of the deliverable’s content.
- C) Represent factual information reasonably expected to have been known at the time of submittal.

The required deliverables and required time frames for completion based on NTP are defined in the table below. Deliverables may be submitted earlier than indicated, with the written approval of the TO Manager.

Note: For meetings and presentations described in this section, due dates are approximate based upon the availability of attendees. For written deliverables, due dates that fall on a non-working day for the State shall be due the next working day. TO Contractor will work to meet Time of Performance and proactively manage project to avoid unexpected delays to deliverables. Issues with meeting Time of Performance should be raised to TO Manager at least two weeks prior to due date of deliverables for resolution. For all Findings Reports, Corrective Action Plans, and Presentations, due to the sensitive nature of the material, deliverables shall not be sent via e-mail.

Note: This is the typical TO Phase I deliverables for a snapshot IV&V.

ID	Deliverables – TO Phase I – Project Assessment	Deliverable Acceptance Criteria	Time of Performance (NTP + Calendar Days)
2.6.2.1	<p>IV&V Project Kick-Off Meeting - The purpose of this meeting is to educate and obtain buy-in from participants in the IV&V process. The meeting shall accomplish the following: define roles and responsibilities, establish logistical details and communication expectations, and clarify IV&V tasks and time frames. The TO</p>	<ul style="list-style-type: none"> • Meeting agenda in Microsoft Word • Sign-in sheet for IV&V kick-off participant in Microsoft Word • Presentation material in MS Power Point shall discuss, at a minimum, the following: <ul style="list-style-type: none"> ○ Roles & 	21 Calendar Days

ID	Deliverables – TO Phase I – Project Assessment	Deliverable Acceptance Criteria	Time of Performance (NTP + Calendar Days)
	<p>Contractor shall facilitate the meeting, providing an agenda, sign-in sheet, presentation, and other relevant materials for the meeting to the TO Manager in advance. Prior to and in preparation for the kick-off meeting, the TO Contractor shall provide a draft copy of the kick-off materials, begin independent research for the IV&V and obtain pertinent project documents and information from the TO Manager.</p>	<p>Responsibilities</p> <ul style="list-style-type: none"> ○ IV&V Processes ○ IV&V Methodology ○ IV&V Objectives ○ IV&V Schedule ○ Documentation Needs <ul style="list-style-type: none"> ● Concise, oral presentation delivered in person by the TO Contractor. ● Artifact will comply with PMI Methodology where applicable 	

ID	Deliverables – TO Phase I – Project Assessment	Deliverable Acceptance Criteria	Time of Performance (NTP + Calendar Days)
2.6.2.2	<p>IV&V Project Management Plan– This plan shall be a Microsoft Word document submitted via e-mail attachment. Once the TO Manager accepts the IV&V Project Management Plan deliverable, it will become the baseline to gauge variances and TO Contractor performance.</p> <p>The Word document shall contain or be accompanied by a Microsoft Project file that is a Gantt chart schedule of tasks and time frames for all IV&V deliverables. The TO Contractor shall provide a draft copy of the IV&V Project Status Report (Deliverable 2.6.2.3) with the IV&V Project Management Plan. The TO Contractor shall relegate the IV&V Project Status Reports and Gantt chart to a separate part of the document for clarity.</p> <p>The TO Contractor shall update the Gantt chart as needed on a bi-weekly basis and submit it with IV&V Project Status Reports (See Deliverable 2.9,1,3, Deliverable Acceptance Criteria).</p>	<ul style="list-style-type: none"> • Project Management Plan in Microsoft Word shall contain, at a minimum, the following: <ul style="list-style-type: none"> ○ Description of background, purpose, and approach consistent with the IV&V SOW and the TO Contractor’s Proposal ○ A Risk Management section identifying known risks potentially delaying or disrupting the project and proposed mitigation strategies. ○ Include a Microsoft Project file that is a Gantt chart schedule of tasks and time frames for all IV&V deliverables ○ Draft copy of the IV&V Project Status Report • Artifact will comply with PMI Methodology where applicable 	28 Calendar Days

ID	Deliverables – TO Phase I – Project Assessment	Deliverable Acceptance Criteria	Time of Performance (NTP + Calendar Days)
2.6.2.3	<p>IV&V Project Status Reports – These reports shall be Microsoft Word documents submitted bi-weekly via e-mail attachment with “IV&V Status Report” in the e-mail subject line.</p> <p>The reports shall detail the IV&V activities and progress for comparison against the IV&V Project Management Plan (Deliverable 2.6.2.2). Reports shall be submitted in conjunction with bi-weekly IV&V status discussions with the TO Manager.</p> <p>Note: The DPAF for this deliverable should be submitted when the last IV&V Project Status Report is submitted.</p>	<ul style="list-style-type: none"> • Reports in Microsoft Word shall contain, at a minimum, the following elements: <ul style="list-style-type: none"> ○ Purchase Order Number and the reporting period information ○ Table listing all project deliverables and indicating percent complete for each ○ List of tasks accomplished during the reporting period ○ List of tasks planned for the next reporting period ○ Section describing any IV&V project issues and risks, probability, potential impacts on the project schedule, scope, and cost ○ Microsoft Project file (imbedded or attached) from IV&V PMP, updated reflect IV&V tasks and status. • Artifact will comply with PMI Methodology where applicable 	28 Calendar Days for the first report and bi-weekly thereafter up until completion of Deliverable 2.6.2.7 at end of TO Phase I
2.6.2.4	<p>IV&V Draft Findings Report – This report shall be a Microsoft Word document submitted via secure communication. Secure communication can be in the form of a password protected SharePoint site, FedEx CD, or other secure communication as agreed by TO Manager. No iterations of this report shall be sent via email.</p>	<ul style="list-style-type: none"> • Draft Report in Microsoft Word shall contain, at a minimum, the following elements: <ul style="list-style-type: none"> ○ One-page executive summary section for each project that provides a concise overview of high priority findings and 	56 Calendar Days

ID	Deliverables – TO Phase I – Project Assessment	Deliverable Acceptance Criteria	Time of Performance (NTP + Calendar Days)
	<p>Findings identified shall be grouped into risk categories (i.e. Objectives, Sponsorship, Funding, Resource Availability, Interdependencies, Technical, User Interface, Organizational Culture, Supportability, Implementation, Flexibility, Others.)</p> <p>For negative findings, the report shall contain a table describing the deficiencies as “Improvement Opportunities” with corresponding risk categorization, probabilities, impacts, priority and recommended corrective actions for implementation by the agency. The table shall be organized according to the IV&V objectives with the findings and recommendations prioritized as high, medium, or low. All findings will be fact-based and backed up by factual evidence. If necessary utilize an Appendix at the end of the document to provide facts if voluminous.</p>	<p>recommendations organized by IV&V Objectives.</p> <ul style="list-style-type: none"> ○ Description of the methodology used to perform the IV&V ○ Detail section with detailed positive and negative IV&V findings, organized according to the IV&V objectives for each project. ○ Findings classified by risk categories for each project. Risk categories will be provided by DoIT ○ Table describing the deficiencies with corresponding risk categorization, probabilities, impacts, priority and corrective actions for each project. ○ References to artifacts and meetings ● Report shall address the project processes and project artifacts ● Artifact will comply with PMI Methodology where applicable 	
2.6.2.5	<p>IV&V Findings: Internal Presentation to DoIT – This internal presentation to DoIT shall be a Microsoft PowerPoint document submitted via secure communication. Secure communication can be in the form of a password protected SharePoint site, FedEx CD, or other secure communication as agreed by TO</p>	<ul style="list-style-type: none"> ● Presentation material in MS Power Point shall discuss, at a minimum, the following for each project: <ul style="list-style-type: none"> ○ IV&V Objectives ○ Methodology ○ Summary Major Findings ○ Detail Findings and 	70 Calendar Days

ID	Deliverables – TO Phase I – Project Assessment	Deliverable Acceptance Criteria	Time of Performance (NTP + Calendar Days)
	<p>Manager. No iterations of this report shall be sent via email. The presentation shall be orally presented in person by the TO Contractor to DoIT and shall describe the IV&V findings and recommendations consistent with the IV&V Draft Findings Report.</p>	<ul style="list-style-type: none"> Impacts <ul style="list-style-type: none"> ○ Recommendations including TEAM recommendation ● Concise, oral presentation delivered in person by the TO Contractor with a 1 hour duration and at appropriate level for DoIT executive management. ● Artifact will comply with PMI Methodology where applicable 	
2.6.2.6	<p>IV&V Final Findings Report – This report is the finalized version of Deliverable 2.6.2.4, updated by the TO Contractor based on feedback received from the TO Manager on Deliverables 2.6.2.4 and 2.6.2.5. This report shall be a Microsoft Word document submitted via secure communication. Secure communication can be in the form of a password protected SharePoint site, FedEx CD, or other secure communication as agreed by TO Manager. No iterations of this report shall be sent via email. The TO Contractor will make themselves available for a phone discussions with the Agency to answer any questions or clarify points made in the IV&V Final Findings Report.</p>	<ul style="list-style-type: none"> ● Final Report in Microsoft Word shall contain, at a minimum, the following elements: <ul style="list-style-type: none"> ○ Updates to Draft Findings as appropriate ○ Update with additional information / clarification as requested by DoIT ● Artifact will comply with PMI Methodology where applicable 	77 Calendar Days
2.6.2.7	<p>IV&V Findings: Agency Presentation - This presentation is the finalized version of Deliverable 2.6.2.5, updated to be consistent with the IV&V Final Findings Report. Both DoIT and the agency shall be present for this</p>	<ul style="list-style-type: none"> ● Presentation material in MS Power Point shall discuss, at a minimum, the following for each project: <ul style="list-style-type: none"> ○ IV&V Objectives ○ Methodology 	91 Calendar Days

ID	Deliverables – TO Phase I – Project Assessment	Deliverable Acceptance Criteria	Time of Performance (NTP + Calendar Days)
	<p>presentation. This presentation shall be a Microsoft PowerPoint document submitted via secure communication. Secure communication can be in the form of a password protected SharePoint site, FedEx CD, or other secure communication as agreed by TO Manager. No iterations of this report shall be sent via email.</p>	<ul style="list-style-type: none"> ○ Summary Major Findings ○ Detail Findings and Impacts ○ Recommendations including TEAM recommendation ● This presentation shall also include: <ul style="list-style-type: none"> ○ Updates to findings and project status as appropriate ○ Update with additional information / clarification as requested by DoIT ● Concise, oral presentation delivered in person by the TO Contractor with a 1 hour duration at agency and at appropriate level for Agency executive management. ● Artifact will comply with PMI Methodology where applicable 	
2.6.2.8	<p><i>Note: This deliverable is optional at the sole discretion of DoIT. The decision to exercise this option will be made between Deliverables 2.6.2.5 and 2.6.2.7. DoIT will notify the TO Contractor in writing if the option is exercised.</i></p> <p>Transformative Enhancement, Assistance, and Mentoring Activities (TEAM)– This plan shall be a Microsoft Word document submitted via secure communication. Secure communication can be in the form of a password protected SharePoint site, FedEx CD, or other secure</p>	<ul style="list-style-type: none"> ● Corrective Action Plan in Microsoft Word shall contain, at a minimum, the following elements for each selected project: <ul style="list-style-type: none"> ○ Table of deficiencies and recommended corrective actions from the IV&V Final Findings Report (Deliverable 2.6.2.6); ○ Break down of planned agency tasks and time frames to implement each recommended 	105 Calendar Days

ID	Deliverables – TO Phase I – Project Assessment	Deliverable Acceptance Criteria	Time of Performance (NTP + Calendar Days)
	<p>communication as agreed by TO Manager. No iterations of this report shall be sent via email. The TO Contractor shall obtain and incorporate input from the agency in the plan as needed through one or more meeting(s) to formalize a plan. DoIT will facilitate the TEAM development by scheduling a meeting or meetings with the Agency.</p>	<p>corrective action; and</p> <ul style="list-style-type: none"> ○ Break down of proposed TO Contractor tasks and time frames for providing IV&V Assistance . ○ Section with proposed TEAM Assistance Hours and associated assistance activities. <ul style="list-style-type: none"> ● Artifact will comply with PMI Methodology where applicable 	

Note: TO Phase II is optional at the sole discretion of DoIT. TO Contractor will be notified if option is exercised by DoIT.

ID	Deliverables – TO Phase II – Agency Corrective Actions	Deliverable Acceptance Criteria	Time of Performance (NTP + Calendar Days)
2.6.2.9	<p>IV&V Phase II Assistance* – The TO Contractor shall provide either 16 (a), 32 (b), 48 (c), or 64 (d) hours of assistance to the agency toward implementing corrective actions identified in the TEAM (Deliverable 2.6.2.8). Decision for the hours will be determined at TEAM planning meeting(s).</p> <p>Updates to the proposed TO Contractor tasks and time frames for providing assistance shall be provided as an updated Deliverable 2.6.2.8, Part C.</p> <p>* Assistance may be on or off-site as determined by the TO Manager, and may include but not be limited to technical assistance, SDLC documentation writing / editing, training, coaching or mentoring on project management best practices, or other corrective action support tasks agreed to by the agency.</p>	<ul style="list-style-type: none"> ● Tracking of hours for reporting purposes. Final hours expended shall be added to final Deliverable 2.6.2.10.c TEAM Updates. 	<p>The time of performance for this deliverable shall occur between acceptance of Deliverable 2.6.2.8 (IV&V TEAM) and acceptance of Deliverable 2.6.2.11 (IV&V Phase II TEAM Presentation)</p>

<p>2.6.2.10a 2.6.2.10b 2.6.2.10c</p>	<p>IV&V Phase II TEAM Updates (3) - These three reports shall be delivered consecutively as Microsoft Word documents submitted via secure communication. Secure communication can be in the form of a password protected SharePoint site, FedEx CD, or other secure communication as agreed by TO Manager. No iterations of this report shall be sent via email. The reports are cumulative and shall be updated versions of the IV&V TEAM (Deliverable 2.6.2.8) based on reviews of project artifacts. The TO Contractor shall be required to monitor agency progress accordingly and review necessary documents as part of TEAM updates.</p>	<ul style="list-style-type: none"> • TEAM Updates in Microsoft Word shall contain, at a minimum, the following elements for each selected project <ul style="list-style-type: none"> ○ Updates to the TEAM Plan based on reviews of project artifacts. Updated information in the reports shall describe agency progress against the IV&V TEAM. ○ Third IV&V Phase II TEAM Update (Deliverable 2.6.2.10c) shall include table listing hours spent during TEAM phase and a recommendation on whether TO Phase III is warranted due to critical, incomplete corrective actions. 	<p>133 Calendar Days 169 Calendar Days 189 Calendar Days</p>
<p>2.6.2.11</p>	<p>IV&V Phase II TEAM Presentation – This presentation shall be a Microsoft PowerPoint document submitted via secure communication. Secure communication can be in the form of a password protected SharePoint site, FedEx CD, or other secure communication as agreed by TO Manager. No iterations of this report shall be sent via email. This presentation shall be printed in sufficient color hard copies for a DoIT and agency audience.</p>	<ul style="list-style-type: none"> • Presentation material in MS Power Point shall discuss, at a minimum, the following for each selected project <ul style="list-style-type: none"> ○ An overview of the third IV&V Phase II TEAM Update (Deliverable 2.6.2.10c). ○ Included updates to project status and risk profile based on TEAM Assistance and progress during TEAM • Concise, oral presentation delivered in person by the TO Contractor within 1 hour duration at agency and at appropriate level for Agency executive management. • Artifact will comply with PMI Methodology where applicable 	<p>196 Calendar Days</p>

Note: TO Phase III is optional and at the sole discretion of DoIT.

ID	Deliverables – TO Phase III – Agency Corrective Actions	Deliverable Acceptance Criteria	Time of Performance (NTP + Calendar Days)
2.6.2.12	<p>IV&V Phase III Assistance* – The TO Contractor shall provide 16 hours of assistance to the agency toward implementing incomplete corrective actions identified in the third IV&V Phase II TEAM Update (Deliverable 2.6.2.10c). Updates to the proposed TO Contractor tasks and time frames for providing assistance shall be provided as an updated Deliverable 2.6.2.8, Part C. * Assistance may be on or off-site as determined by the TO Manager, and may include but not be limited to technical assistance, SDLC documentation writing / editing, training or mentoring on project management best practices, or other corrective action support tasks agreed to by the agency.</p>	<ul style="list-style-type: none"> Tracking of hours for reporting purposes. Final hours expended shall be added to final 2.6.21.3.c TEAM Updates. 	<p>The time of performance for this deliverable shall occur between acceptance of Deliverable .1.11 (IV&V Phase II TEAM Presentation) and acceptance of Deliverable 2.6.2.14 (IV&V Phase III TEAM Presentation)</p>
2.6.2.13a 2.6.2.13b 2.6.2.13c	<p>IV&V Phase III TEAM Updates (3) - These three reports shall be delivered consecutively as Microsoft Word documents submitted via secure communication. Secure communication can be in the form of a password protected SharePoint site, FedEx CD, or other secure communication as agreed by TO Manager. No iterations of this report shall be sent via email. The reports are cumulative and shall be updated versions of the third IV&V Phase II TEAM Update (Deliverable 2.6.2.10c) based on reviews of project artifacts. Updated information in the reports shall describe agency progress against the IV&V TEAM. The TO Contractor shall be required to monitor agency progress accordingly and review</p>	<ul style="list-style-type: none"> TEAM Updates in Microsoft Word shall contain, at a minimum, the following elements: <ul style="list-style-type: none"> Updates to the TEAM Plan based on reviews of project artifacts. Updated information in the reports shall describe agency progress against the IV&V TEAM. Artifact will comply with PMI Methodology where applicable 	<p>224 Calendar Days 252 Calendar Days 280 Calendar Days</p>

	necessary documents as part of TEAM updates.		
2.6.2.14	<p>IV&V Phase III TEAM Presentation – This presentation shall be a Microsoft PowerPoint document submitted via secure communication. Secure communication can be in the form of a password protected SharePoint site, FedEx CD, or other secure communication as agreed by TO Manager. No iterations of this report shall be sent via email. This presentation shall be printed in sufficient color hard copies for a DoIT and agency audience.</p>	<ul style="list-style-type: none"> • Presentation material in MS Power Point shall discuss, at a minimum, the following: <ul style="list-style-type: none"> ○ An overview of the final IV&V Phase III TEAM Update (Deliverable 2.6.2.13c). ○ Included updates to project status and risk profile based on TEAM Assistance and progress during TEAM • Concise, oral presentation delivered in person by the TO Contractor within 1 hour duration at agency and at appropriate level for Agency executive management. • Artifact will comply with PMI Methodology where applicable 	287 Calendar Days

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ATTACHMENT K - VETERAN SMALL BUSINESS ENTERPRISE PARTICIPATION (VSBE)

PURPOSE

Contractor shall structure its procedures for the performance of the work required in this contract to attempt to achieve the VSBE goal stated in the Invitation for Bids or Request for Proposals. VSBE performance must be in accordance with this Attachment, as authorized by Code of Maryland Regulations (COMAR) 21.11.13. Contractor agrees to exercise all good faith efforts to carry out the requirements set forth in this Attachment.

VSBEs must be verified by the Center for Veterans Enterprise of the United States Department of Veterans Affairs. The listing of verified VSBEs may be found at <http://www.vetbiz.gov>.

VSBE GOALS AND SUBGOALS

A VSBE participation goal of 0% percent of the total contract dollar amount has been established for this procurement.

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

- 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 VSBE subcontract goal with certified VSBE subcontractors.
- A prime contractor comprising a joint venture that includes MBE partner(s) must accomplish the VSBE subcontract goal with verified VSBE subcontractors.

SOLICITATION AND CONTRACT FORMATION

- A bidder or offeror must include with its bid or offer:
 - 1) A completed Veteran-Owned Small Business Enterprise Utilization Affidavit and VSBE Participation Schedule (Attachment K V-1), whereby the bidder or offeror:
 - a) acknowledges the certified VSBE participation goal or requests a waiver, and commits to make a good faith effort to achieve the goal; and
 - b) responds to the expected degree of VSBE participation as stated in the solicitation, by identifying the specific commitment of certified VSBEs at the time of submission. The bidder or offeror shall specify the price and/or the percentage of contract value associated with each VSBE subcontractor identified on the VSBE Participation Schedule.
 - c) If a bidder or offeror fails to submit these forms with the bid or offer as required, the Procurement Officer may deem the bid/offer non-responsive or that the offer is not reasonably susceptible of being selected for award.

- Within 10 working days from notification that it is the apparent awardee or from the date of the actual award, whichever is earlier, the apparent awardee must provide the following documentation to the Procurement Officer.
 - 1) VSBE Subcontractor Project Participation Statement (Attachment K V-2)
 - 2) If the apparent awardee believes a waiver (in whole or in part) of the overall VSBE goal is necessary, it must submit a fully documented waiver request that complies with COMAR 21.11.03.07.
- B) Any other documentation required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified VSBE participation goal.
- C) If the apparent awardee fails to return each completed document within the required time, the Procurement Officer may determine that the apparent awardee is not responsible and therefore not eligible for contract award. If the contract has already been awarded, the award is voidable.

CONTRACT ADMINISTRATION REQUIREMENTS

Contractor shall:

- 1) Submit monthly to the Department a report listing any unpaid invoices, over 45 days old, received from any certified VSBE subcontractor, the amount of each invoice and the reason payment has not been made (Attachment 15 V-3).
- 2) Include in its agreements with its certified VSBE 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 (Attachment 15 V-4).
- 3) Maintain such records as are necessary to confirm compliance with its VSBE participation obligations. These records must indicate the identity of certified VSBE and non-VSBE subcontractors employed on the contract, the type of work performed by each, and the actual dollar value of work performed. Subcontract agreements documenting the work performed by all VSBE participants must be retained by the Contractor and furnished to the Procurement Officer on request.
- 4) Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the VSBE participation obligations. Contractor must retain all records concerning VSBE 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 VSBE subcontractors.

VSBE FORMS

- V-1A Master Contractor Acknowledgement of Task Order VSBE Requirements
- V-1 (Parts 1 and 2) Veteran-Owned Small Business Enterprise Utilization Affidavit and VSBE Participation Schedule (Attachment KV-1) (must be submitted with bid or offer)
- V-2 VSBE Subcontractor Project Participation Statement (Attachment KV-2) (must be submitted within 10 working days of notification of apparent award or actual award, whichever is earlier)
- V-3 VSBE Prime Contractor Unpaid Invoice Report (Submitted monthly)
- V-4 VSBE Subcontractor Unpaid Invoice Report (Submitted monthly)

A

TO CONTRACTOR VETERAN SMALL BUSINESS ENTERPRISE REPORTING REQUIREMENTS

IAS RFP # 060B4400002

These instructions are meant to accompany the customized reporting forms sent to you by the Contract Manager. If, after reading these instructions, you have additional questions or need further clarification, please contact the Contract Manager immediately.

- 1) As the TO Contractor, you have entered into a TO Agreement with the State of Maryland. As such, your company/firm is responsible for successful completion of all deliverables under the contract, including your commitment to making a good faith effort to meet the VSBE participation goal established for this RFP. Part of that effort, as outlined in the RFP, includes submission of monthly reports to the State regarding the previous month's VSBE payment activity. Reporting forms V-3 (VSBE Prime Contractor Unpaid Invoice Report) and V-4 (VSBE Subcontractor Unpaid Invoice Report) are attached for your use and convenience.
- 2) The TO Contractor must complete a separate Form V-3 for each MBE subcontractor for each month of the contract and submit one copy to each of the locations indicated at the bottom of the form. The report is due no later than the 15th of the month following the month that is being reported. For example, the report for January's activity is due no later than the 15th of February. With the approval of the Contract Manager, the report may be submitted electronically. Note: Reports are required to be submitted each month, regardless of whether there was any VSBE payment activity for the reporting month.
- 3) The TO Contractor is responsible for ensuring that each subcontractor receives a copy (e-copy of and/or hard copy) of Form V-4. The TO Contractor should make sure that the subcontractor receives all the information necessary to complete the form properly, i.e., all of the information located in the upper right corner of the form. It may be wise to customize Form V-4 (upper

right corner of the form) for the subcontractor the same as the Form V-4 was customized by the Contract Manager for the benefit of the TO Contractor. This will help to minimize any confusion for those who receive and review the reports.

- 4) It is the responsibility of the TO Contractor to make sure that all subcontractors submit reports no later than the 15th of each month, regardless of whether there was any VSBE payment activity for the reporting month. Actual payment data is verified and entered into the State's financial management tracking system from the subcontractor's V-4 report only. Therefore, if the subcontractor(s) do not submit their V-4 payment reports, the TO Contractor cannot and will not be given credit for subcontractor payments, regardless of the TO Contractor's proper submission of Form V-4. The Contract Manager will contact the TO Contractor if reports are not received each month from either the prime contractor or any of the identified subcontractors. The TO Contractor must promptly notify the Contract Manager if, during the course of the contract, a new VSBE subcontractor is utilized.

ATTACHMENT K-V1A

Master Contractor Acknowledgement of Task Order VSBE 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. 060B4400002, 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 contracts that may contain VSBE participation requirements.
2. If I am awarded a master contract under the solicitation noted above, and I respond to a TORFP that contains VSBE requirements by submitting a TO Proposal, I understand that if I fail to comply with any of the VSBE requirements outlined in the TORFP , 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 VSBE goal established for the TORFP .

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

**ATTACHMENT K-V1 VETERAN-OWNED SMALL BUSINESS ENTERPRISE
UTILIZATION AFFIDAVIT AND PARTICIPATION SCHEDULE**

This document **MUST BE** included with the bid or offer. If the Bidder or Offeror fails to complete and submit this form (Parts 1 and 2) with the bid or offer, the procurement officer may determine that the bid is non-responsive or that the proposal is not reasonably susceptible of being selected for award.

Part 1 - Affidavit

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

1. I acknowledge and intend to meet the overall verified VSBE participation goal of _____. Therefore, I will not be seeking a waiver.

OR

I conclude that I am unable to achieve the VSBE participation goal. I hereby request a waiver, in whole or in part, of the overall goal. 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 21.11.13.07.

2. I understand that if I am notified that I am the apparent awardee, I must submit the following additional documentation within 10 working days of receiving notice of the apparent award or from the date of conditional award (per COMAR 21.11.13.06), whichever is earlier.

(a) Subcontractor Project Participation Statement

(b) Any other documentation, including waiver documentation, if applicable, required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the VSBE 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, VSBE subcontractors were provided not less than the same information and amount of time to respond as were non-VSBE subcontractors.

4. Set forth below are the (i) verified VSBEs I intend to use and (ii) the percentage of the total contract amount allocated to each VSBE for this project. I hereby affirm that the VSBE firms are only providing those products and services for which they are verified.

**ATTACHMENT K-V1 VETERAN-OWNED SMALL BUSINESS ENTERPRISE
UTILIZATION AFFIDAVIT AND PARTICIPATION SCHEDULE (CONT'D)**

Part 2 - VSBE Participation Schedule

Prime Contractor: (Firm Name, Address, Phone)	Project Description:
Project Number:	

List information for each verified VSBE subcontractor on this project

Name of Veteran-Owned Firm	DUNS Number
Percentage of Total Contract: %	Description of work to be performed:
Name of Veteran-Owned Firm	DUNS Number
Percentage of Total Contract: %	Description of work to be performed:
Name of Veteran-Owned Firm	DUNS Number
Percentage of Total Contract: %	Description of work to be performed:
Name of Veteran-Owned Firm	DUNS Number
Percentage of Total Contract: %	Description of work to be performed:

Continue on a separate page, if needed

Total VSBE 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

Signature of Affiant

(PLEASE PRINT OR TYPE)

Name: _____

Title: _____

Date: _____

SUBMIT AS INSTRUCTED IN RFP.

ATTACHMENT K-V2 VSBE SUBCONTRACTOR PROJECT PARTICIPATION STATEMENT

Please complete and submit one form for each verified VSBE listed on Attachment KV-2 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
Name of Veteran-Owned Firm	
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 Veteran-Owned Small Business Enterprise law, State Finance and Procurement Article, Title 14, Subtitle 6, Annotated Code of Maryland.

PRIME CONTRACTOR SIGNATURE

SUBCONTRACTOR SIGNATURE

By: _____

By: _____

Name, Title

Name, Title

Date

Date

ATTACHMENT K-V3 VSBE PRIME CONTRACTOR UNPAID INVOICE REPORT

In accordance with COMAR 21.11.13.09 and Section 1.13 of the RFP, Master Contractors of Task Orders with VSBE requirements are required to monthly submit to the Contract Manager a report of all unpaid invoices received from VSBE Subcontractors that are older than 45 days. Submit one report for each VSBE contractor working on the Task Order.

Date: _____

Task Order Title: _____

Task Order Number: _____

Master Contractor Name: _____

Subcontractor Name: _____

Invoice Number	Invoice Date	Invoice Amount	Reason for Non-Payment

Master Contractor Signature _____

Date _____

ATTACHMENT K-V4 VSBE SUBCONTRACTOR UNPAID INVOICE REPORT

In accordance with COMAR 21.11.13.09 and Section 1.13 of the RFP, Subcontractors of Task Orders with VSBE requirements are required to monthly submit to the Contract Manager a report of all payments received from the prime contractor within 30 days as well as all outstanding invoices.

Date: _____

Task Order Title: _____

Task Order Number: _____

Subcontractor Name: _____

Prime Contractor Name: _____

Payments:

Invoice Number	Payment Date	Payment Amount	Comments

Outstanding Invoices:

Invoice Number	Invoice Date	Invoice Amount	Comments

Subcontractor Signature _____

Date _____