



**DEPARTMENT OF INFORMATION TECHNOLOGY
REQUEST FOR PROPOSALS (RFP)**

Electronic Monitoring for Community Supervision

SOLICITATION NO. 060B8400058

Issue Date: June 15, 2018

NOTICE

A Prospective Offeror that has received this document from a source other than eMarylandMarketplace (eMM) <https://emaryland.buyspeed.com/bsol/> should register on eMM. See **Section 1.8**.

**Minority Business Enterprises Are Encouraged to Respond to
this Solicitation**

STATE OF MARYLAND
DEPARTMENT OF INFORMATION TECHNOLOGY
RFP KEY INFORMATION SUMMARY SHEET

RFP Title:	IT - Electronic Monitoring for Community Supervision
RFP Number:	060B8400058
RFP Issuing Department:	DoIT 100 Community Place Crownsville, MD 21032
RFP Issue Date:	June 15, 2018
Proposals Due Date and Time:	July 16, 2018 at 03:00 pm Local Time
Questions Due Date and Time:	July 9, 2018 at 02:00 PM Local Time
Procurement Officer:	Tiara Davis Phone: 410-339-5930 E-mail: Tiara.Davis1@maryland.gov
Contract Monitor:	To be determined after award.
Send Proposals to (e-mail delivery strongly preferred):	Tiara.Davis1@maryland.gov
Send Questions (e-mail only) to:	Tiara.Davis1@maryland.gov
Contract Type	Indefinite Quantity Contract with Firm Fixed- Prices in accordance with COMAR 21.06.03.02 and 21.06.03.06.
Contract Duration	Five Years
MBE Subcontracting Goal:	0%
VSBE Subcontracting Goal:	0%
Small Business Reserve	No
Pre-Proposal Conference:	June 29, 2018 at 11:00 AM Local Time 100 Community Place, Conference Room B Crownsville, Maryland 21032 See Attachment E for Directions and Response Form

STATE OF MARYLAND
NOTICE TO OFFERORS/BIDDERS/CONTRACTORS
Maryland Wants to Do Business with You

Please let us know why you are not proposing. (Check all that apply).

- checkbox We do not offer the services/commodities requested.
checkbox Busy with other commitments.
checkbox Specifications are unclear or too restrictive.
checkbox Timetable is unworkable.
checkbox Bonding/Insurance requirements are prohibitive.
checkbox Our experience with State of Maryland has not been satisfactory.
checkbox Other (Please specify)

Additional Comments:

Please add suggestions for improvement here:

Name of commenter and Business (optional): _____

Contact Person (optional): _____ Phone (____) _____ - _____

Bid/proposal Number: 060B8400058 Entitled: Electronic Monitoring for Community Supervision

Your comments will help us improve the procurement process.

Thank You.

Please return your comments with your proposal. If you have chosen not to propose to this RFP, please e-mail this completed form to the Procurement Officer's e-mail address.

TABLE OF CONTENTS

RFP KEY INFORMATION SUMMARY SHEET	2
TABLE OF CONTENTS	4
1.1 Summary Statement	9
1.2 Abbreviations and Definitions	9
1.3 Contract Type.....	13
1.4 Contract Duration.....	14
1.5 Procurement Officer.....	14
1.6 Contract Monitor.....	14
1.7 Pre-proposal Conference.....	14
1.8 eMaryland Marketplace (eMM).....	14
1.9 Questions.....	14
1.10 Procurement Method	15
1.11 Proposals Due (Closing) Date and Time	15
1.12 Multiple or Alternate Proposals	15
1.13 Economy of Preparation	15
1.14 Public Information Act Notice	15
1.15 Award Basis	16
1.16 Oral Presentation/Field Equipment and Evaluation	16
1.17 Duration of Proposal	17
1.18 Revisions to the RFP.....	17
1.19 Cancellations	17
1.20 Incurred Expenses	17
1.21 Protest/Disputes.....	17
1.22 Offeror Responsibilities	18
1.23 Directed Personnel Replacement.....	18
1.24 Mandatory Contractual Terms.....	19
1.25 Bid/Proposal Affidavit	19
1.26 Contract Affidavit.....	19
1.27 Compliance with Laws/Arrearages	19
1.28 Verification of Registration and Tax Payment.....	19
1.29 False Statements	20
1.30 Payments by Electronic Funds Transfer.....	20
1.31 Prompt Payment Policy	20

1.32	Electronic Procurements Authorized.....	20
1.33	Minority Business Enterprise (MBE) Participation Goal.....	22
1.34	Living Wage Requirements.....	22
1.35	Federal Funding Acknowledgement	23
1.36	Conflict of Interest Affidavit and Disclosure	23
1.37	Non-Disclosure Agreement.....	23
1.38	HIPAA - Business Associate Agreement.....	23
1.39	Non-Visual Access	23
1.40	Mercury and Products That Contain Mercury.....	24
1.41	Veteran-Owned Small Business Enterprise Goals	24
1.42	Location of the Performance of Services Disclosure	24
1.43	Division of Human Services (DHS) Hiring Agreement.....	24
1.44	Purchasing and Recycling Electronic Products.....	24
1.45	Contract Extended To Include Other Non-State Governments or Agencies.....	24
2	COMPANY AND PERSONNEL QUALIFICATIONS	26
2.1	Offeror Minimum Qualifications	26
3	SCOPE OF WORK.....	27
3.1	Background and Purpose	27
3.2	Requesting Agency / Project Background	27
3.3	Contractor Requirements	28
3.4	System Administration.....	29
3.5	Reporting.....	30
3.6	Electronic Monitoring Software.....	31
3.7	GPS Display and Monitoring Equipment	35
3.8	Mobile Application	36
3.9	Repair, Maintenance, and Replacement of Contractor Supplied Equipment and Software	36
3.10	Training/Curriculum.....	37
3.11	Required Project Policies, Guidelines and Methodologies	37
3.12	Contractor Transition-In Requirements.....	37
3.13	Contract Transition-Out Requirements	38
3.14	Export, Backup, Disaster Recovery (DR), and Data.....	39
3.15	Travel Reimbursement	41
3.16	Security Requirements	42
3.17	Labor Categories and Qualifications.....	48
3.18	Problem Escalation Procedure.....	48

- 3.19 Service Level Agreement (SLA)..... 49
- 3.20 Work Order Process 49
- 3.21 Insurance Requirements 49
- 3.22 Invoicing..... 50
- 3.23 SOC 2 Type II Audit Report 53
- 3.24 Blanket Purchase Order (BPO) Procedures..... 55
- 4 PROPOSAL FORMAT 56
 - 4.1 Two-Part Submission..... 56
 - 4.2 Volume I – Technical Proposal..... 56
 - 4.3 Volume II – Financial Proposal 64
 - 4.4 Proposal Submission..... 64
 - 4.5 Proposal Delivery..... 65
- 5 EVALUATION CRITERIA AND PROCEDURE 66
 - 5.1 Evaluation Committee..... 66
 - 5.2 Technical Proposal Evaluation Criteria 66
 - 5.3 Financial Proposal Evaluation Criteria 66
 - 5.4 Reciprocal Preference 67
 - 5.5 Selection Procedures..... 67
 - 5.6 Documents Required upon Notice of Recommended Award..... 68
- RFP ATTACHMENTS 69
- Attachment A - CONTRACT 70
 - 1. Definitions 70
 - 2. Scope of Contract 70
 - 3. Period of Performance 71
 - 4. Consideration and Payment 71
 - 5. Rights to Records..... 72
 - 6. Exclusive Use 73
 - 7. Patents, Copyrights, and Intellectual Property 73
 - 8. Confidential or Proprietary Information and Documentation 74
 - 9. Loss of Data..... 75
 - 10. Indemnification 75
 - 11. Non-Hiring of Employees..... 76
 - 12. Disputes..... 76
 - 13. Maryland Law Prevails 76
 - 14. Nondiscrimination in Employment..... 76

15.	Contingent Fee Prohibition	76
16.	Non-Availability of Funding.....	77
17.	Termination for Default	77
18.	Termination for Convenience	77
19.	Delays and Extensions of Time	77
20.	Suspension of Work.....	78
21.	Pre-Existing Regulations.....	78
22.	Financial Disclosure.....	78
23.	Political Contribution Disclosure.....	78
24.	Retention of Records.....	78
25.	Right to Audit.....	78
26.	Compliance with Laws.....	79
27.	Cost and Price Certification	79
28.	Subcontracting; Assignment	79
29.	Limitations of Liability	79
30.	Commercial Nondiscrimination.....	80
31.	Prompt Pay Requirements.....	81
32.	Living Wage.....	82
33.	Use of Estimated Quantities.....	82
34.	Risk of Loss; Transfer of Title.....	82
35.	Effect of Contractor Bankruptcy.....	82
36.	Miscellaneous.....	83
37.	Contract Monitor and Procurement Officer	83
38.	Notices	83
Attachment B - BID/PROPOSAL AFFIDAVIT		86
Attachment C - CONTRACT AFFIDAVIT		93
Attachment D - MINORITY BUSINESS ENTERPRISE FORMS.....		97
Attachment E - PRE-PROPOSAL CONFERENCE RESPONSE FORM		98
Attachment F - PRICE SHEET		99
Attachment G - LIVING WAGE REQUIREMENTS FOR SERVICE CONTRACTS		100
ATTACHMENT G-1 Maryland Living Wage Requirements Affidavit of Agreement		102
Attachment H - FEDERAL FUNDS ATTACHMENT.....		104
Attachment I - CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE		105
Attachment J - NON-DISCLOSURE AGREEMENT (CONTRACTOR).....		106
NON-DISCLOSURE AGREEMENT - ATTACHMENT J-1		109

NON-DISCLOSURE AGREEMENT – ATTACHMENT J-2..... 110

ATTACHMENT K - HIPAA BUSINESS ASSOCIATE AGREEMENT 111

ATTACHMENT L - MERCURY AFFIDAVIT 112

ATTACHMENT M - VETERAN-OWNED SMALL BUSINESS ENTERPRISE..... 113

ATTACHMENT N - LOCATION OF THE PERFORMANCE OF SERVICES DISCLOSURE..... 114

ATTACHMENT O - DHS HIRING AGREEMENT 115

ATTACHMENT P - NON-DISCLOSURE AGREEMENT (OFFEROR) 116

1.1 Summary Statement

- 1.1.1 The Department of Information Technology (“DoIT” or the “Department”) is issuing this Request for Proposals (RFP) to provide cloud based Global Positioning System (GPS) electronic tracking services and equipment for use in monitoring certain subjects that have varied supervision requirements under the State’s authority. Services and equipment include furnishing one-piece GPS trackers and accessories, any software necessary to operate the various tracking functions, and a fully functional system in which software and associated data are centrally hosted in the cloud accessible by State personnel using a web browser.
- 1.1.2 It is the State’s intention to obtain goods and services, as specified in this RFP, through a Contract between the successful Offeror and the State. See **Section 1.4** for contract duration information.
- 1.1.3 The Department intends to make a single award as a result of this RFP.
- 1.1.4 Award of the Contract does not authorize work or services to commence. Blanket Purchase Order (BPO) will be issued by the Requesting Agency to obtain the goods and services described in this RFP. Each BPO will incorporate the scope of work appropriate for each Requesting Agency requirement.
- 1.1.5 Offerors, either directly or through their subcontractor(s), must be able to provide all goods and services and meet all of the requirements requested in this solicitation and the successful Offeror (the Contractor) shall remain responsible for Contract performance regardless of subcontractor participation in the work.
- 1.1.6 The Contract applies exclusively to all entities of the State of Maryland subject to Section 3A-302 of the State Finance and Procurement Article.
- 1.1.7 A Contract award does not assure the Contractor that it will receive all State GPS electronic monitoring business.

1.2 Abbreviations and Definitions

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

Term	Definition
Acceptable Use Policy (AUP)	A written policy documenting constraints and practices that a user must agree to in order to access a private network or a website
Access	The ability or the means necessary to read, write, modify, or communicate data/information or otherwise use any Information System or Information Technology resource
Blanket Purchase Order (BPO)	Authorizes the selected Contractor to proceed with delivery of goods and/or any services requested via such

	BPO.
Business Day	The official working days of the week to include Monday through Friday. Official working days excluding State Holidays (see definition of “Normal State Business Hours” below).
COMAR	Code of Maryland Regulations available on-line at http://www.dsd.state.md.us/COMAR/ComarHome.html .
Contract	The Contract awarded to the successful Offeror pursuant to this RFP. The Contract will be in the form of Attachment A .
Contract Monitor	The State representative who is primarily responsible for Contract administration functions, including issuing written direction, invoice approval, monitoring the Contract to ensure compliance with the terms and conditions of the Contract, monitoring MBE and VSBE compliance, and achieving completion of the Contract on budget, on time, and within scope
Contractor	The selected Offeror awarded the Contract
Contractor Personnel	Employees and agents and subcontractor employees and agents performing work at the direction of the Contractor under the terms of the Contract awarded from this RFP
Data Breach	The unauthorized acquisition, use, modification or disclosure of State data
DJS	Department of Juvenile Services
Department of Information Technology (DoIT or the Department)	The unit of the Executive Branch of Maryland State government issuing the RFP.
Division of Parole and Probation (DPP)	A unit of the Department of Public Safety and Correctional Services
DPSCS	Department of Public Safety and Correctional Services
eMaryland Marketplace (eMM)	Maryland’s online procurement system
Effective Date	The date the Contract is signed by the Department following any required prior approvals, including approval by the Board of Public Works, if such approval is required.
Global Positioning System (GPS)	Provides precise location and time information for any place on Earth via a network of global positioning system satellites

Home Detention Unit (HDU)	A unit of the Division of Parole and Probation
Information System	A discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information
Information Technology (IT)	All electronic information-processing hardware and software, including: (a) Maintenance; (b) Telecommunications; and (c) Associated consulting services
Local Time	Time in the Eastern Time zone as observed by the State of Maryland. Unless otherwise specified, all stated times shall be Local Time, even if not expressly designated as such
Minority Business Enterprise (MBE)	A Minority Business Enterprise certified by the Maryland Department of Transportation under COMAR 21.11.03
Monthly Charges	For purposes of SLA credit calculation, Monthly Charges are defined as the charges invoiced during the month of the breach for the monthly fixed services as set forth in Attachment F, Price Sheet.
Normal State Business Hours	Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except State Holidays, which can be found at: www.dbm.maryland.gov – keyword: State Holidays
Notice to Proceed (NTP)	A written notice from the Procurement Officer that work on the Contract, or project shall begin on a specified date. Additional NTPs may be issued by either the Procurement Officer or the Contract Monitor regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.
NTP Date	The date specified in an NTP for work on the Contract to begin.
Offeror	An entity that submits a proposal in response to this RFP
Personally Identifiable Information (PII)	Any information about an individual maintained by the State, including (1) any information that can be used to distinguish or trace an individual identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.

Point of Contact (POC)	The individual named as the person to coordinate on a particular topic
Procurement Officer	The State representative who is responsible for the Contract, determining scope issues and is the only State representative that can authorize changes to the Contract
Proposal	As appropriate, either or both an Offeror's Technical or Financial Proposal
Protected Health Information (PHI)	Information that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (i) that identifies the individual; or (ii) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
Purchase Order (PO)	Once signed by the State, a binding agreement between the State and the Contractor for goods or services identified at the specified price. Authorizes the selected Contractor to proceed with delivery of goods and/or any services requested via such PO.
Purchase Order Manager	The Agency representative who is responsible for preparing and managing a Purchase Order on behalf of a Requesting Agency
Radio Frequency (RF)	A method of electronic monitoring
Requesting Agency	Any State executive branch unit that has ordered services or as identified as the recipient of work under the Contract.
Request for Proposals (RFP)	This Request for Proposals for the Department of Information Technology, including any amendments / addenda thereto
Security Incident	A violation or imminent threat of violation of computer security policies, Security Measures, acceptable use policies, or standard security practices. "Imminent threat of violation" is a situation in which the organization has a factual basis for believing that a specific incident is about to occur.
Security or Security Measures	The technology, policy and procedures that a) protects and b) controls access to networks, systems, and data

Sensitive Data	Means PII;PHI; other proprietary or confidential data as defined by the State, including but not limited to “personal information” under Md. Code Ann., Commercial Law § 14-3501(d) and Md. Code Ann., St. Govt. § 10-1301(c) and information not subject to disclosure under the Public Information Act, Title 4 of the General Provisions Article; and information about an individual that (1) can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; (2) is linked or linkable to an individual, such as medical, educational, financial, and employment information.
Service Level Agreement (SLA)	Commitment by the Contractor to the Department that defines the performance standards the Contractor is obligated to meet.
SLA Activation Date	The date on which SLA charges commence under this Contract.
State	The State of Maryland
System Availability	The period of time the Solution works as required excluding non-operational periods associated with planned maintenance.
Total Evaluated Price	The Offeror’s price as submitted on Attachment F - Price Proposal, upon which the Offeror’s Financial Proposal will be evaluated. (see RFP Section 5.3)
Upgrade	A new release of any component of the Solution containing major new features, functionality and/or performance improvements. An Upgrade would conventionally be indicated where the version number is changed by incrementing the numeric digits to the left of the decimal point, e.g., versions 1.0, 2.0, 3.0, and 4.0 would each typically be Upgrades to prior versions.
Veteran-owned Small Business Enterprise (VSBE)	Veteran-owned Small Business Enterprise (VSBE) – A business that is verified by the Center for Verification and Evaluation (CVE) of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13.

1.3 Contract Type

Indefinite Quantity Contract with Firm Fixed-Prices in accordance with COMAR 21.06.03.02 and 21.06.03.06.

1.4 Contract Duration

The Contract shall start as of the Effective Date. The Contract term shall be for a period of five (5) years from the Effective Date.

1.5 Procurement Officer

The sole point of contact in the State for purposes of this RFP prior to the award of a contract is the Procurement Officer as listed Key Information Summary Sheet.

DOIT may change the Procurement Officer at any time by written notice.

1.6 Contract Monitor

The Contract Monitor for the Contract is listed in the Key Information Summary Sheet.

DOIT may change the Contract Monitor at any time by written notice.

1.7 Pre-proposal Conference

- 1.7.1 A pre-proposal conference will be held at the time, date and location indicated on the Key Information Summary Sheet.
- 1.7.2 Attendance at the pre-proposal conference is not mandatory, but all interested companies are encouraged to attend in order to facilitate better preparation of their Proposals.
- 1.7.3 Following the pre-proposal conference, the attendance record and summary of the pre-proposal conference will be distributed via the same mechanism described for amendments and questions (see **Section 1.8** eMM).

1.8 eMaryland Marketplace (eMM)

- 1.8.1 eMM is the electronic commerce system for the State of Maryland. The RFP, pre-proposal conference summary and attendance sheet, Offerors' questions and the Procurement Officer's responses, addenda, and other solicitation-related information will be made available via eMM.
- 1.8.2 In order to receive a contract award, a company must be registered on eMM. Guidelines can be found on the eMaryland Marketplace website at <https://emaryland.buyspeed.com/bsol/login.jsp>.

1.9 Questions

- 1.9.1 All questions shall be submitted via e-mail to the Procurement Officer no later than the date and time indicated in the Key Information Summary Sheet. Please identify in the subject line the Solicitation Number and Title. Answers to all questions that are not clearly specific only to the requestor will be distributed via the same mechanism as for RFP amendments, and posted on eMM. The Procurement Officer, based on the availability of time to research and communicate an answer, shall decide whether an answer can be given before the Proposal due date.
- 1.9.2 The statements and interpretations contained in responses to any questions, whether responded to verbally or in writing, are not binding on the State unless it issues an amendment in writing.

1.10 Procurement Method

The Contract will be awarded in accordance with the Competitive Sealed Proposals procurement method as described in COMAR 21.05.03.

1.11 Proposals Due (Closing) Date and Time

- 1.11.1 Proposals, in the number and form set forth in Section 4 “Proposal Format,” must be received by the Procurement Officer no later than the date and time listed on the Key Information Summary Sheet in order to be considered. To minimize Proposal duplication costs, e-mail delivery of Proposals is strongly preferred.
- 1.11.2 Requests for extension of this date or time shall not be granted. Offerors mailing Proposals should allow sufficient mail delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR 21.05.02.10, Proposals received by the Procurement Officer after the due date and time shall not be considered.
- 1.11.3 The date and time of an e-mail submission is determined by the date and time of arrival in the e-mail address indicated on the Key Information Summary Sheet.
- 1.11.4 Proposals may be modified or withdrawn by written notice received by the Procurement Officer before the Proposals due time and date.
- 1.11.5 Proposals may not be submitted by facsimile. Proposals will not be opened publicly.
- 1.11.6 Companies not responding to this solicitation are requested to submit the “Notice to Offerors/Bidders/Contractors” form, which includes company information and the reason for not responding (e.g., too busy, cannot meet mandatory requirements).

1.12 Multiple or Alternate Proposals

Multiple and/or alternate Proposals will not be accepted.

1.13 Economy of Preparation

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

1.14 Public Information Act Notice

- 1.14.1 Offerors should give specific attention to the clear identification of those portions of their proposals that they deem to be confidential, proprietary commercial information or trade secrets and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, General Provisions Article, Title 4, Md. Code Ann. (Also, see RFP Section 4.2.2.2 “Claim of Confidentiality”). This confidential and/or proprietary information should be identified by page and section number and placed after the Title Page and before the Table of Contents in the Technical Proposal and if applicable, separately in the Financial Proposal.

- 1.14.2 Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination whether the information must be disclosed.

1.15 Award Basis

A Contract shall be awarded to the responsible Offeror submitting the Proposal that has been determined to be the most advantageous to the State, considering price and evaluation factors set forth in this RFP (see COMAR 21.05.03.03F), for providing the goods and services as specified in this RFP. See RFP **Section 5** for further award information.

1.16 Oral Presentation/Field Equipment and Evaluation

- 1.16.1 Offerors determined to be reasonably susceptible for award may be required to make oral presentations to State representatives. Offerors must confirm in writing any substantive oral clarification of, or change in, their Proposals made in the course of discussions. Any such written clarifications or changes then become part of the Offeror's Proposal and are binding if the Contract is awarded. The Procurement Officer will notify Offerors of the time and place of oral presentations. In addition, Offerors shall be required to provide a live demonstration of the proposed system including monitoring software and equipment as part of the Oral Presentation.
- 1.16.2 After Oral Presentations are completed, all Offerors who continue to be considered reasonably susceptible for award will be notified by the Procurement Officer to provide an opportunity for the State to evaluate the proposed equipment and monitoring software. Each Offeror shall furnish to the Procurement Officer 15 sets of equipment, manuals and training guides. The equipment and monitoring software shall be fully functional and connected live to demonstrate the system's capability, functionality and accuracy.

Prior to the start of the evaluation period, each Offeror shall provide an in-person training session for the evaluators of no more than eight (8) hours to include:

- a) Review of the technology of the proposed system
- b) Installation and operation of equipment
- c) Removal of equipment
- d) Operation of the web based system to include: enrolling clients, schedules, notifications, zones, mapping, inventory and reports

Offerors must provide the State with a live environment. Evaluations shall include enrolling test subjects, entering schedules and addressing and closing notifications and events. All Offeror software and equipment will be evaluated simultaneously within the same environment and conditions. There will be two sets of evaluators, one for equipment and the other for the monitoring software. Evaluators will test the proposed equipment throughout the State to determine performance. The evaluation period will run 24 hours a day for one week.

All equipment furnished by the Offerors for evaluation purposes will be returned at the Offeror's expense following completion of the evaluation.

1.17 Duration of Proposal

Proposals submitted in response to this RFP are irrevocable for the latest of the following: 180 days following the closing date for submission of proposals, best and final offers (if requested), or the date any protest concerning this RFP is finally resolved. This period may be extended at the Procurement Officer's request only with the Offeror's written agreement.

1.18 Revisions to the RFP

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

1.19 Cancellations

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

1.20 Incurred Expenses

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

1.21 Protest/Disputes

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

1.22 Offeror Responsibilities

- 1.22.1 The successful Offeror shall be responsible for rendering products and services for which it has been selected as required by this RFP. All subcontractors shall be identified and a complete description of their role relative to the Proposal shall be included in the Offeror's Proposal. If applicable, subcontractors utilized in meeting the established MBE or VSBE participation goal(s) for this solicitation shall be identified as provided in the appropriate Attachment(s) of this RFP (see Section 1.33 "Minority Business Enterprise Goals" and Section 1.41 "Veteran-Owned Small Business Enterprise Goals").
- 1.22.2 If an Offeror that seeks to perform or provide the goods and services required by this RFP is the subsidiary of another entity, all information submitted by the Offeror, such as but not limited to, references, financial reports, or experience and documentation (e.g. insurance policies, bonds, letters of credit) used to meet minimum qualifications, if any, shall pertain exclusively to the Offeror, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Offeror's Proposal shall contain an explicit statement that the parent organization will guarantee the performance of the subsidiary.

1.23 Directed Personnel Replacement

- 1.23.1 The Contract Monitor may direct the Contractor to replace any Contractor Personnel who, in the sole discretion of the Contract Monitor, are perceived as being unqualified, non-productive, unable to fully perform the job duties, disruptive, or known, or reasonably believed, to have committed a major infraction(s) of law, State policies, or Contract requirements. Normally, a directed personnel replacement will occur only after prior notification of problems with requested remediation.
- 1.23.2 If deemed appropriate in the discretion of the Contract Monitor, the Contract Monitor may give written notice of any Contractor Personnel performance issues to the Contractor, describing the problem and delineating the remediation requirement(s). The Contractor shall provide a written response to the remediation requirements in a Remediation Plan within ten (10) days of the date of the notice and shall immediately implement the Remediation Plan upon written acceptance by the Contract Monitor. If the Contract Monitor rejects the Remediation Plan, the Contractor shall revise and resubmit the plan to the Contract Monitor within five (5) days, or in the timeframe set forth by the Contract Monitor in writing.
- 1.23.3 Should performance issues persist despite an approved Remediation Plan, the Contract Monitor may give written notice of the continuing performance issues and either request a new Remediation Plan within a specified time limit or direct the substitution of Contractor Personnel whose performance is at issue with a qualified substitute, including requiring the immediate removal of the Contractor Personnel at issue.
- 1.23.4 Replacement or substitution of Contractor Personnel under this section shall be in addition to, and not in lieu of, the State's remedies under the Contract or which otherwise may be available at law or in equity.
- 1.23.5 If the Contract Monitor determines to direct substitution, if at all possible, at least fifteen (15) days advance notice shall be given to the Contractor. However, if the Contract Monitor deems it necessary and in the State's best interests to remove the Contractor Personnel with less than

fifteen (15) days' notice, the Contract Monitor may direct the removal in a timeframe of less than fifteen (15) days, including immediate removal.

- 1.23.6 In circumstances of directed removal, the Contractor shall, provide a suitable replacement for approval within fifteen (15) days of the notification of the need for removal, or the actual removal, whichever occurs first.

1.24 Mandatory Contractual Terms

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

1.25 Bid/Proposal Affidavit

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

1.26 Contract Affidavit

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

1.27 Compliance with Laws/Arrearages

- 1.27.1 By submitting a Proposal in response to this RFP, the Offeror, if selected for award, agrees that it will comply with all federal, State, and local laws applicable to its activities and obligations under the Contract.
- 1.27.2 By submitting a response to this solicitation, the Offeror also represents that it is not in arrears in the payment of any obligations due to the State of Maryland, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the Contract if selected for award.

1.28 Verification of Registration and Tax Payment

- 1.28.1 Before a business entity can do business in the State of Maryland it must be registered with the Division of Assessments and Taxation, State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. The SDAT website is <https://www.egov.maryland.gov/businessexpress>.
- 1.28.2 It is strongly recommended that any potential Offeror complete registration prior to the due date for receipt of Proposals. An Offeror's failure to complete registration with the Division of Assessments and Taxation may disqualify an otherwise successful Offeror from final consideration and recommendation for award.

1.29 False Statements

Offerors are advised that Md. Code Ann., State Finance and Procurement Article, § 11-205.1 provides as follows:

1.29.1 In connection with a procurement contract a person may not willfully:

- a. Falsify, conceal, or suppress a material fact by any scheme or device.
- b. Make a false or fraudulent statement or representation of a material fact.
- c. Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.

1.29.2 A person may not aid or conspire with another person to commit an act under subsection (1) of this section.

1.29.3 A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding five years or both.

1.30 Payments by Electronic Funds Transfer

By submitting a response to this solicitation, the Offeror agrees to accept payments by electronic funds transfer (EFT) unless the State Comptroller's Office grants an exemption. Payment by EFT is mandatory for contracts exceeding \$200,000. The successful Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form.

Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption. The COT/GAD X-10 form can be downloaded at:

http://comptroller.marylandtaxes.com/Vendor_Services/Accounting_Information/Static_Files/GADX10Form20150615.pdf.

1.31 Prompt Payment Policy

This procurement and the Contract to be awarded pursuant to this solicitation are subject to the Prompt Payment Policy Directive issued by the Governor's Office of Small, Minority & Women Business Affairs (GOSBA) and dated August 1, 2008. Promulgated pursuant to Md. Code Ann., State Finance and Procurement Article, §§ 11-201, 13-205(a), and Title 14, Subtitle 3, and COMAR 21.01.01.03 and 21.11.03.01, the Directive seeks to ensure the prompt payment of all subcontractors on non-construction procurement contracts. The Contractor must comply with the prompt payment requirements outlined in the Contract, "Prompt Pay Requirements" and "MBE Prompt Pay Requirements" (see Attachment A), should an MBE goal apply to this RFP. Additional information is available on GOSBA's website at:

<http://www.gomdsmbiz.maryland.gov/documents/legislation/promptpaymentfaqs.pdf>.

1.32 Electronic Procurements Authorized

1.32.1 Under COMAR 21.03.05, unless otherwise prohibited by law, a primary procurement unit may conduct procurement transactions by electronic means, including the solicitation, bidding,

award, execution, and administration of a contract, as provided in Md. Code Ann., Maryland Uniform Electronic Transactions Act, Commercial Law Article, Title 21.

- 1.32.2 Participation in the solicitation process on a procurement contract for which electronic means has been authorized shall constitute consent by the Offeror to conduct by electronic means all elements of the procurement of that Contract which are specifically authorized under the solicitation or the Contract. In the case of electronic transactions authorized by this RFP, electronic records and signatures by an authorized representative satisfy a requirement for written submission and signatures.
- 1.32.3 “Electronic means” refers to exchanges or communications using electronic, digital, magnetic, wireless, optical, electromagnetic, or other means of electronically conducting transactions. Electronic means includes e-mail, internet-based communications, electronic funds transfer, specific electronic bidding platforms (e.g., <https://emaryland.buyspeed.com/bso/>), and electronic data interchange.
- 1.32.4 In addition to specific electronic transactions specifically authorized in other sections of this solicitation (e.g., § 1.30 “Payments by Electronic Funds Transfer”) and subject to the exclusions noted in section 1.32.5 of this subsection, the following transactions are authorized to be conducted by electronic means on the terms as authorized in COMAR21.03.05:

The Procurement Officer may conduct the procurement using eMM, or e-mail to issue:

- a. the solicitation (e.g., the RFP) and requests for best and final offers
- b. any amendments
- c. pre-Proposal conference documents
- d. questions and responses
- e. communications regarding the solicitation or Proposal to any Offeror or potential offeror
- f. notices of award selection or non-selection
- g. the Procurement Officer’s decision on any solicitation protest or Contract claim

An Offeror or potential Offeror may use e-mail to:

- a. submit proposals
- b. ask questions regarding the solicitation
- c. reply to any material received from the Procurement Officer by electronic means that includes a Procurement Officer’s request or direction to reply by e-mail, but only on the terms specifically approved and directed by the Procurement Officer
- d. submit a "No Bid/Proposal Response" to the solicitation

The Procurement Officer, the Contract Monitor, and the Contractor may conduct day-to-day Contract administration, except as outlined in Section 1.32.5 of this subsection, utilizing e-mail or other electronic means if authorized by the Procurement Officer or Contract Monitor.

- 1.32.5 The following transactions related to this procurement and any Contract awarded pursuant to it are *not authorized* to be conducted by electronic means:
- a. filing of protests
 - b. filing of Contract claims
 - c. submission of documents determined by the Department to require original signatures (e.g., Contract execution, Contract modifications)
 - d. any transaction, submission, or communication where the Procurement Officer has specifically directed that a response from the Contractor or Offeror be provided in writing or hard copy
- 1.32.6 Any e-mail transmission is only authorized to the e-mail addresses for the identified person as provided in the solicitation, the Contract, or in the direction from the Procurement Officer or Contract Monitor.

1.33 Minority Business Enterprise (MBE) Participation Goal

There is no MBE subcontractor participation goal for this procurement.

1.34 Living Wage Requirements

- 1.34.1 Maryland law requires that contractors meeting certain conditions pay a living wage to covered employees on State service contracts over \$100,000. Maryland Code, State Finance and Procurement, § 18-101 et al. The Commissioner of Labor and Industry at the Division of Labor, Licensing and Regulation requires that a contractor subject to the Living Wage law submit payroll records for covered employees and a signed statement indicating that it paid a living wage to covered employees; or receive a waiver from Living Wage reporting requirements. See COMAR 21.11.10.05.
- 1.34.2 If subject to the Living Wage law, Contractor agrees that it will abide by all Living Wage law requirements, including but not limited to reporting requirements in COMAR 21.11.10.05. Contractor understands that failure of Contractor to provide such documents is a material breach of the terms and conditions and may result in Contract termination, disqualification by the State from participating in State contracts, and other sanctions. Information pertaining to reporting obligations may be found by going to the Maryland Division of Labor, Licensing and Regulation (DLLR) website <http://www.dllr.state.md.us/labor/prev/livingwage.shtml>.
- 1.34.3 Additional information regarding the State's living wage requirement is contained in Attachment G. Offerors must complete and submit the Maryland Living Wage Requirements Affidavit of Agreement (Attachment G-1) with their Proposals. If an Offeror fails to complete and submit the required documentation, the State may determine an Offeror to not be responsible under State law.
- 1.34.4 Contractors and subcontractors subject to the Living Wage Law shall pay each covered employee at least the minimum amount set by law for the applicable Tier area. The specific living wage rate is determined by whether a majority of services take place in a Tier 1 Area or a Tier 2 Area of the State. The specific Living Wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. If the Contractor provides more

than 50% of the services from an out-of-State location, the State agency determines the wage tier based on where the majority of the service recipients are located. See COMAR 21.11.10.07.

1.34.1 The Offeror shall identify in the Proposal the location from which services will be provided.

NOTE: Whereas the Living Wage may change annually, the Contract price will not change because of a Living Wage change.

1.35 Federal Funding Acknowledgement

The Contract does not contain federal funds.

1.36 Conflict of Interest Affidavit and Disclosure

1.36.1 Offerors shall complete and sign the Conflict of Interest Affidavit and Disclosure (Attachment I) and submit it with their Proposals. All Offerors are advised that if a Contract is awarded as a result of this solicitation, the Contractor's personnel who perform or control work under this Contract and each of the participating subcontractor personnel who perform or control work under this Contract shall be required to complete agreements substantially similar to Attachment I Conflict of Interest Affidavit and Disclosure.

1.36.2 Additionally, contractors have an ongoing obligation to ensure that any necessary personnel or subcontractor personnel have completed such agreements prior to providing services under the Contract. For policies and procedures applying specifically to Conflict of Interests, the Contract is governed by COMAR 21.05.08.08.

1.36.3 Contractors should be aware that the State Ethics Law, Md. Code Ann., General Provisions Article, Title 5, might limit the selected Contractor's ability to participate in future related procurements, depending upon specific circumstances.

1.36.4 By submitting a Conflict of Interest Affidavit and Disclosure, the Contractor shall be construed as certifying all personnel and subcontractors are also without a conflict of interest as defined in COMAR 21.05.08.08A.

1.37 Non-Disclosure Agreement

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

1.38 HIPAA - Business Associate Agreement

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

1.39 Non-Visual Access

1.39.1 By submitting a Proposal, the Offeror warrants that the information technology offered under the Proposal: (1) provides equivalent access for effective use by both visual and non-visual

means; (2) will present information, including prompts used for interactive communications, in formats intended for both visual and non-visual use; (3) if intended for use in a network, can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired; and (4) is available, whenever possible, without modification for compatibility with software and hardware for non-visual access. The Offeror further warrants that the cost, if any, of modifying the information technology for compatibility with software and hardware used for non-visual access will not increase the cost of the information technology by more than five percent (5%). For purposes of this solicitation, the phrase “equivalent access” means the ability to receive, use and manipulate information and operate controls necessary to access and use information technology by non-visual means. Examples of equivalent access include keyboard controls used for input and synthesized speech, Braille, or other audible or tactile means used for output.

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

1.40 Mercury and Products That Contain Mercury

All products or equipment provided pursuant to this solicitation shall be mercury-free products. The Offeror must submit a Mercury Affidavit in the form of Attachment L with its Proposal.

1.41 Veteran-Owned Small Business Enterprise Goals

There is no Veteran-Owned Small Business Enterprise (VSBE) subcontractor participation goal for this procurement.

1.42 Location of the Performance of Services Disclosure

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

1.43 Division of Human Services (DHS) Hiring Agreement

This solicitation does not require a DHS Hiring Agreement.

1.44 Purchasing and Recycling Electronic Products

This section does not apply to this solicitation.

1.45 Contract Extended To Include Other Non-State Governments or Agencies

For the purposes of an information technology or telecommunications procurement, pursuant to sections 3A-401(b) and 13-110 of the State Finance and Procurement Article of the Annotated Code of Maryland, county, municipal, State entities that are not subject to DoIT’s authority, including State non-executive branch entities, and non-State governments or agencies may purchase from the Contractor goods or services covered by this Contract at the same maximum prices to which the State would be subject under the resulting Contract. All such purchases:

- (1) shall constitute Contracts between the Contractor and that government, agency or organization;
- (2) For non-State entities, shall not constitute purchases by the State or State agencies under this Contract;
- (3) For non-State entities, shall not be binding or enforceable against the State; and
- (4) may be subject to other terms and conditions agreed to by the Contractor and the purchaser. The Contractor bears the risk of determining whether or not a government, agency or organization with which the Contractor is dealing is a State entity.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

2 COMPANY AND PERSONNEL QUALIFICATIONS

2.1 Offeror Minimum Qualifications

To be considered reasonably susceptible for award, an Offeror must provide proof with its Proposal that the following minimum qualifications have been met:

- 2.1.1 The Offeror's proposed GPS electronic tracking system shall be operational and readily available as of the due date of the Proposal.
- 2.1.2 All equipment proposed for use under the Contract must be certified in accordance with the rules of the Federal Communications Commission (FCC). Offerors shall provide proof of certification with the Technical Proposal.
- 2.1.3 The Offeror's proposed GPS electronic tracking system must operate in all areas in the State of Maryland.
- 2.1.4 Offerors submitting a proposal as a reseller of the GPS electronic tracking services and equipment must be authorized and certified by the manufacturer as a reseller.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

3 SCOPE OF WORK

3.1 Background and Purpose

- 3.1.1 Currently services and equipment are provided through separate contracts for the Department of Public Safety and Correctional Services (DPSCS) and the Department of Juvenile Services (DJS). DoIT is issuing this RFP to award one Contract to support both agencies.
- 3.1.2 DPSCS will be the first Requesting Agency to procure the cloud based GPS electronic tracking services and equipment through the Contract. DJS will issue a BPO to the Contractor for the required equipment and services after DPSCS.

3.2 Requesting Agency / Project Background

3.2.1 DPSCS

- 3.2.1.1 DPSCS supervises approximately 42,700 subjects who have been released to the community by the courts on probation supervision, by the Maryland Parole Commission under parole supervision, and by the Division of Correction under mandatory release supervision. DPSCS also monitors approximately 11,360 subjects who have been placed in the Drinking Driver Monitor Program due to alcohol-related motor vehicle violations. These subjects are supervised and monitored by DPSCS's 1,275 employees located in 43 offices throughout the State.
- 3.2.1.2 Currently DPSCS utilizes approximately 360 Radio Frequency (RF) units (cellular and landline) and approximately 350 GPS units to support the above programs on a daily basis.
- 3.2.1.3 The Justice Reinvestment Act became effective in Maryland October 1, 2017, and as a result DPSCS expects these numbers to rise about 30% to approximately 1,000 subjects, all monitored via GPS across several existing and newly created programs. These estimates are not to be construed as guarantees of the number of units obtained under this RFP.
- 3.2.1.4 Characteristics of monitored subjects:
- A) Subjects assigned to the Home Detention Unit (HDU) are inmates who are nearing release to the community, parole violators who have been assigned to the program as an alternative to incarceration, and pre-trial defendants.
 - B) Violent subjects deemed at high risk to commit further violent offenses based on DPSCS's risk screening instrument and assigned to GPS tracking for specific periods of time under the Violence Prevention Initiative (VPI).
 - C) Sex offenders assigned to GPS tracking for specific periods of time. The technology is used to monitor and enforce curfews, and to create inclusion and exclusion zones to monitor compliance with treatment and other conditions, as well as restrictions on potential victim contact.

3.2.1.5 DPSCS may establish inclusion and exclusion zones for subjects in any of the above groups.

3.2.1.6 DPSCS utilizes active tracking to monitor a subject's activity.

3.2.2 DJS

3.2.2.1 DJS is an executive agency whose primary task is to appropriately manage, supervise and treat youth who are involved in the juvenile justice system in Maryland. DJS is involved in nearly every stage of the juvenile justice process from the moment a youth is brought into a juvenile intake center by the police or as a result of a citizen complaint, to the time when a youth returns to the community after completing treatment.

3.2.2.2 GPS devices are used for the following populations:

A) Intensive level youth

- i) during the first 90 days following court disposition or as a sanction set by the Case Management Specialist (CMS).
- ii) during the initial 90 day period following discharge and return from in-State staff and hardware secure facilities and all out-of-state placements.
- iii) while on approved leave of absence or home visits from staff and hardware secure in-state facilities.

B) All other youth – during the initial 30 day period following discharge and return from in-State hardware secure and out-of-state staff and hardware secure facilities.

C) Specific court ordered youth – length of stay depends on court order.

3.2.2.3 Youth are monitored in real time 24/7/365. The Command Center for GPS supervision is located at the Maryland Youth Residence Center (MYRC), 721 Woodbourne Avenue, Baltimore, Maryland 21212. The Command Center provides electronic coverage by monitoring and sending out the notifications and AWOL notifications. It is the State's intention to continue monitoring from this location under the new contract.

3.2.2.4 The DJS GPS Rapid Response Workers input all youth data, schedules, distribute notifications, close notifications, and trouble shoot all violations. They are responsible for monitoring all youth on GPS supervision 24/7/365. Monitoring includes phone checks, home visits, and requesting law enforcement assistance when needed. They are also responsible for intervening on all notifications. When a youth is in violation and cannot be brought back into compliance, law enforcement assistance is required.

3.2.2.5 DJS utilizes approximately 225 GPS units statewide on a daily basis.

3.3 Contractor Requirements

The Contractor shall:

- 3.3.1 Provide all required equipment and services necessary to implement and maintain the electronic tracking system and equipment, including backup/spares, accessories and training.
- 3.3.2 Upon issuance of the NTP from the State the Contractor has 30 calendar days to deploy and maintain a secure, password-protected, internet-accessible database of the State's electronic monitoring systems and equipment.
- 3.3.3 Provide a migration plan to the State with the Technical Proposal.
- 3.3.4 Own all equipment and software, including spare stock equipment, which shall be returned to the Contractor at the Contractor's expense, upon the expiration or earlier termination of the Contract. The Contractor will be compensated for the equipment and services through the per diem cost to the State for each bracelet. It is not the State's intention to own any equipment provided under the Contract.
- 3.3.5 Provide a cloud-based system, accessible through an interface through which the State may perform all administrative, operational and monitoring functions as outlined in this RFP.
- 3.3.6 Provide to the State any tools and hardware required by the State for the installation, adjustment, and removal of Contractor's ankle bracelets.
- 3.3.7 Provide the State with a single point of contact that will be responsible for managing and assigning for action all questions and problems related to the State's electronic monitoring program, including but not limited to those questions related to equipment, software, service, inventory, and data validation.
- 3.3.8 Furnish to the State a complete set of the user manuals/white papers for all equipment and software used for electronic tracking.
- 3.3.9 Coordinate shipment of GPS tracker units to multiple sites across the State as determined and authorized by the Requesting Agency.
- 3.3.10 Provide the State with at least 15 business days to test and verify functionality of the system prior to acceptance.
- 3.3.11 Furnish, at no additional charge, an inactive "spares" allotment of 30% of the total GPS tracker units in active use by the Requesting Agency, calculated per monthly billing period based on the average number of units utilized during the prior month.
- 3.3.12 Furnish an electronic file record in Microsoft Excel as a single common exportable format to import/export data from all available data fields and reports upon request of the State, at no additional charge.
- 3.3.13 Not delete any records in the database unless given prior written authorization by the State.
- 3.3.14 Furnish, at no additional cost to the State, all updates and Upgrades for all equipment and software in conjunction with industry technology standards.

3.4 System Administration

- 3.4.1 The Contractor shall train the State's system administrators how to perform system administration and configuration of the system.

- 3.4.2 The system shall include on-line monitoring and system administration, which can be operated remotely through a Virtual Private Network (VPN).
- 3.4.3 The system shall maintain transaction logs to assist in recovery of data files.
- 3.4.4 The system administrator shall be able to limit the tasks available to a particular user and/or group of users.
- 3.4.5 The system shall have an easy to read display of all error queues and exceptions for the system administrator viewing and printing.
- 3.4.6 The queue transaction activity display shall be automatically refreshed at a rate adjustable by the system administrator, including on demand.
- 3.4.7 The queue transaction activity display shall be available for display at any time on any workstation based on user permissions.
- 3.4.8 The system administrator shall have the capability to limit user access to reports and other reporting functionality through individual user role settings.

3.5 Reporting

- 3.5.1 Reporting shall include preconfigured reports and allow authorized users to easily generate ad hoc reports.
- 3.5.2 Ad hoc reporting capability with fields outlined in Section 3.6.1.6 containing any and all data captured in the database in any desired arrangement of fields utilizing any filters appropriate to screen out unwanted information. The ad hoc reporting capability shall employ a user-friendly interface requiring no specialized technical skills, and shall be provided at no additional cost to the State.
- 3.5.3 The system shall be able to define, save, generate, and share customized reports in addition to standard reports.
- 3.5.4 Retrieval and display of system statistical data, preconfigured, and ad hoc reports shall not impact system performance.
- 3.5.5 Reports shall include information on (by way of example only): operator performance, accuracy, counts of records received, rejected at each edit point, processed, longest time shortest time and average time.
- 3.5.6 The system shall generate reports that summarize input, normal and abnormal processing activities and output. The content, organization, filters and variables of these reports shall be configurable by a user and the system administrator.
- 3.5.7 No reporting data will be expunged throughout the life of the Contract without written permission from the State. All system reports shall be available indefinitely by the State in order to support historical analysis and audit of the processing of individual records.
- 3.5.8 The system shall support exporting reports and data into standard MS Office Excel spreadsheet or an Access database and be compatible with at least MS Office version 10.

3.6 Electronic Monitoring Software

3.6.1 The monitoring service shall:

- 3.6.1.1 Be the latest versions offered by the manufacturer(s), including operating system software, be compatible with all standard internet browsers on Windows 7 operating systems and must function without requiring installation on or modification of State computers.
- 3.6.1.2 Be capable of real-time monitoring and maintaining data on a minimum of 1,225 'active' subjects.
- 3.6.1.3 Maintain time accuracy to within three (3) minutes of the atomic clock in the National Institute of Standards and Technology (available at www.nist.gov.)
- 3.6.1.4 Differentiate between categories of subjects (e.g., probationers, parolees, inmates) as defined by the State
- 3.6.1.5 Allow the appropriate State personnel to enter, store, edit, and remove any necessary subject identification and curfew data without the assistance or intervention of the Contractor.
- 3.6.1.6 Maintain data for each subject supporting tracking and reporting. The following information shall be maintained for reporting and tracking purposes:
 - A) Subject name
 - B) Subject address
 - C) Subject photographs (see paragraph 8 below)
 - D) Case ID Number
 - E) SID Number
 - F) Supervision type (e.g., probation, parole, pre-trial)
 - G) Program type (e.g., VPI, COMET, Night watch)
 - H) Special program code ("G")
 - I) Referring officer name
 - J) Supervising officer name
 - K) Supervising Officer's Supervisor name
 - L) Region
 - M) Office
 - N) Date of installation
 - O) Installed by
 - P) Date of activation
 - Q) Activated by

- R) Date of deactivation
- S) Deactivated by
- T) Reason for deactivation
- U) Date equipment retrieved
- V) Record retrieved by
- W) Date equipment returned to inventory
- X) Equipment returned to inventory

- 3.6.1.7 The database shall be kept current in real time each time a subject is added, changed or terminated.
- 3.6.1.8 Have the ability to create, edit, and delete scheduling information, including reasons for scheduling entries.
- 3.6.1.9 Send alarms electronically to designated State personnel for any violation of the configured terms of s subject's monitoring program, via text, email and fax.
- 3.6.1.10 Provide a centralized view in which all notifications can be received, prioritized, and responded to by the authorized State personnel. This centralized view shall allow the State personnel to enter the notification response data and included comments regarding the resolution of the notification.
- 3.6.1.11 Maintain a permanent, searchable and reportable record for all data entered, including but not limited to, notifications and events.
- 3.6.1.12 Send exclusion zone alarms electronically to configured victim's, law enforcement or other third party via text or email.
- 3.6.1.13 Provide a centralized view in which all notifications can be received, prioritized, and responded to by the authorized State personnel. This centralized view shall allow the State personnel to enter the notification response data and included comments regarding the resolution of the notification.
- 3.6.1.14 Provide on demand access to data and the reports listed below through a secure user interface to appropriate State personnel:
 - A) Subject activity reports covering a specified time period
 - B) Subject notification reports covering a specified time period
 - C) Subject demographic reports
 - D) Crime mapping reports relating to subjects present in specified locations during specified time periods
 - E) Population reports
 - F) Reports of subjects in active status by quantity per specified time period

- G) Reports of subjects on active status by number of days for specified subjects
- H) Ad hoc reports

3.6.1.15 By default, only retrieve information about active subjects, with the ability to retrieve historical information about non-active subjects on demand.

3.6.1.16 Must include an inventory feature that:

- A) Is fully searchable.
- B) Enables State personnel to track all subject monitoring equipment usage by: subject name, duration of use, active status, lost, returned and for specified time periods.
- C) Enables State personnel to distinguish between monitoring equipment in use, equipment in inventory, and equipment returned for service. An application shall be available to efficiently compare shelf inventory to database inventory reports.
- D) Enables State personnel to track monitoring equipment that has been returned for service, returned as excess equipment, or reported as lost.
- E) Enables State personnel to create exception reports that compare the physical inventory to the inventory listed in the system.

3.6.1.17 Interfaces with a wireless bar code device (or equivalent) to enable automated entry and inventorying of monitoring equipment.

3.6.1.18 Enables authorized State personnel to view a history of GPS points for a subject, and shall include an in-motion view with play, pause, fast forward and rewind capability.

3.6.1.19 Maintain real-time integration with the particular mobile application furnished by the Contractor (see Section 3.8).

3.6.1.20 Allow State personnel to configure “must-leave” or “may-leave” parameters related to approve subject itineraries away from the designated residence, and send notifications to monitoring personnel when subjects fail to leave the residence at the appointed time.

3.6.1.21 Include the most recent versions of mapping software that is available at the time of the Contract which shall be updated throughout the Contract term.

3.6.1.22 Be compatible with Google Chrome.

3.6.1.23 Be network capable through TCP/IP.

3.6.1.24 Use encryption Hyper Text Transfer Protocol Secure (HTTPS) for subject personal information that is viewed and edited.

3.6.1.25 Store and display digital subject photographs for subject records.

3.6.1.26 Allow State personnel to:

- A) Establish and modify violation and notification priorities and procedures.
- B) Select multiple notification methods based on end user needs to include at a minimum:
 - i. In real time
 - ii. Provided within a configured time-window (e.g. alarms will only be sent between 6:00 am and 1:00 am)
 - iii. Reported once a day for the entire day
- C) Produce a variety of reports on monitored subjects (see section 3.6.1.6).
- D) Export, in a downloadable format acceptable to the State, a variety of administrative reports including those related to inventory, equipment utilization, active versus inactive status of equipment, and numbers of subjects monitored by various categories.
- E) Manage (i.e., create, edit, and delete) scheduling information and to note in record the reasons for scheduling changes.
- F) Configure individual and multiple user inclusion and exclusion zones.
- G) Configure which violations, events, or other notifications are to be reported, and to whom, by what means, and with what frequency they are to be reported.

3.6.1.27 Allow system administrators to have the ability to enter changes to user personnel without the assistance or intervention from the Contractor.

3.6.1.28 Record all system activity in an audit log, including activity from maintenance routines and any request of those who have accessed the subject's record in accordance with the following:

- A) If the system accesses or records information, the event shall be logged with a minimum of the user name, date and time.
- B) Logs shall be maintained for a minimum of ninety (90) days following Contract termination.
- C) An audit report shall be available for the State to review Solution activity.

3.6.1.29 Provide and store the following data:

- A) Equipment item serial number
- B) Equipment status (e.g., active, returned)
- C) System type (e.g., active or passive GPS)
- D) Purchase Order/Billing Account Number
- E) Cost per unit
- F) Number of days active during month
- G) Number of days active (total)
- H) Comments

3.7 GPS Display and Monitoring Equipment

3.7.1 The GPS display shall:

- 3.7.1.1 Display and record every GPS point recorded for each subject with date, time, and speed notations.
- 3.7.1.2 Include an in-motion view with play, pause, fast forward and rewind capability.
- 3.7.1.3 Display street names and must enable State personnel to easily determine the approximate addresses associated with GPS points.
- 3.7.1.4 Allow the system user to switch between 2D and 3D views.
- 3.7.1.5 Allow the system user to zoom in, zoom out, and drag to pan on street addresses.

3.7.2 GPS Monitoring Equipment

- 3.7.2.1 The Contractor shall provide all required straps, batteries, hardware and tools at no additional cost to the State.
- 3.7.2.2 The GPS tracker unit shall:

- A) Operate in active, passive and hybrid modes
- B) Be capable of being worn on the subject's ankle
- C) Be lightweight and small
- D) Be sealed and water resistant
- E) Be hypoallergenic and must not pose a safety risk or hazard to the subject wearing the unit or to State personnel installing the unit
- F) Be easily attached to and removed from the subject by State personnel in less than ten (10) minutes
- G) Be durable and shock-proof
- H) Connect to the Contractor's server through a cellular network
- I) Be configurable to utilize multiple cellular towers within the State for optimum location tracking
- J) Recognize Wi-Fi availability and roaming on cellular networks other than that of the primary cellular service provider
- K) Be supplied with a rechargeable battery that operates on standard 110 volt household current and can maintain a charge for a minimum of 16 hours
- L) Be supplied with the functionality for Requesting Agency personnel to communicate with the subject through the unit (i.e., by voice, tone, vibration, light emitting diode, liquid crystal display, etc.)
- M) Be supplied with a backup location system in the event a GPS signal is not present
- N) Accurately restrict a subject to the home within a range of 35 to 150 feet and be able to report the location of a subject outside the home
- O) Accurately track time on an internal clock that is automatically set with periodic time checking to verify accuracy
- P) Collect and store GPS location points at a frequency not less than once every minute

3.7.2.3 The GPS unit shall detect and report (with date and time stamp) to State personnel certain notifications on a user-defined or on-demand basis, including but not limited to:

- A) Strap tampering or cutting
- B) Physical tampering with the unit casing
- C) Any removal of the unit.
- D) Multiple battery levels (such as low, critical, dead)
- E) Location points
- F) Location verification failure (no GPS) within a user-designated time frame
- G) Exclusion zone violations
- H) Inclusion zone violations
- I) When cellular coverage is not available and reporting status when service is restored
- J) When subject leaves or returns to his or her residence

3.8 Mobile Application

- 3.8.1 The Contractor shall provide a mobile application for GPS monitoring of the locations of specific subjects or groups of subjects in real time via smart phones.
- 3.8.2 The mobile application shall be compatible with Android and Apple iOS.
- 3.8.3 The mobile application shall provide secure links to the tracking system or subsection, and shall function on State-issued smart phones and tablets.

3.9 Repair, Maintenance, and Replacement of Contractor Supplied Equipment and Software

- 3.9.1 The Contractor must provide a toll free, twenty-four (24) hour accessible telephone number to the State use by the State personnel to contact engineering and/or repair personnel to troubleshoot malfunctions and any issues related to the operation of the software and equipment.
- 3.9.2 The Contractor shall, at no additional cost to the State, maintain and repair and replace any malfunctioning equipment and software provided under the Contract.
- 3.9.3 The Contractor is responsible for all shipping costs for all equipment sent to and from the State, including to and from the Contractor repair facility.
- 3.9.4 The Contractor shall have procedures and technology in place for locating lost GPS units.
- 3.9.5 The Contractor shall maintain sufficient supplies of equipment and components and shall provide such new or replacement component or components within 3-5 Business Days of notification by the State, at no additional cost to the State under the following circumstances:
 - 3.9.5.1 In the event that any of the equipment or software provided is lost, stolen, or damaged while under the control of the Contractor or the State.
 - 3.9.5.2 In the event that additional new equipment is needed at any time.

3.9.5.3 In the event that equipment requires servicing or repair; the Contractor shall not wait to receive returned equipment before shipping the replacement items.

3.10 Training/Curriculum

3.10.1 At no additional cost to the State, the Contractor shall provide the following training at a designated State location:

- A) Operation of the software
- B) Installation, deactivation, removal and operation of all electronic tracking equipment
- C) Inventory of equipment
- D) Equipment return and ordering procedures
- E) New employee training at least every six months
- F) One 8-hour session for the Command Center, supervisors, CDO field officers, CD court liaisons, and CD/RR.
- G) Three 8-hour sessions for the GPS Rapid Response teams.
- H) One 4-hour session for all supervisory and priority staff and case managers/supervisors.

3.11 Required Project Policies, Guidelines and Methodologies

3.11.1 The Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology projects, which may be created or changed periodically. It is the responsibility of the Contractor to ensure adherence and to remain abreast of new or revised laws, regulations, policies, standards and guidelines affecting project execution. These may include, but are not limited to:

- A) The State of Maryland Information Technology Security Policy and Standards at: www.DoIT.maryland.gov - keyword: Security Policy;
- B) The State of Maryland Information Technology Non-Visual Standards at: <http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx>

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

3.12 Contractor Transition-In Requirements

3.12.1 The Contractor shall be responsible for assisting the State transition from the current electronic monitoring systems used by DPSCS and DJS to the Contractor's GPS electronic tracking system.

3.12.2 Transition to the Contractor's system shall begin no more than 30 Business Days after issuance of a BPO by the Requesting Agency to the Contractor. The transition and activation of all devices and services (which includes the completion of installation of the devices on all subjects identified by the State) shall be completed by the Contractor no more than 7 Business Days from the point of initial installation of the first unit on a subject. Installation of devices shall not commence until the Contractor's database is established.

3.12.3 Transition-In shall include:

3.12.3.1 Coordination with the Contract Monitor on the date and time of the changeover to the Contractor's system.

3.12.3.2 Coordination and planning of scheduled training, delivery of training curricula, equipment and software and customization of the web-based monitoring platform.

3.12.3.3 Preparation for cutover includes:

- A) Initial data entry of identification and curfew information for all subjects being monitored at the time of the transition.
- B) The web-based software customized, prioritized and tailored to include all tracked fields identified in the RFP.
- C) Obtaining and configuring the solution for the list of employees authorized to modify subject data and other program settings.
- D) Changeover from previous contractor/equipment/software planned and prepared in detail including development of new reporting event protocols.
- E) Software configured to allow State personnel to export administrative reports including, but not limited to inventory and utilization.

3.12.3.4 Actual cutover includes:

- A) Assistance to the State with "on leg" installs and placement of the monitors in the home.
- B) All equipment and electronic monitoring software configured, assigned, tested, and confirmed operational.
- C) Initial monitoring equipment and consumable accessories, at proper inventory levels, delivered installed, configured, tested, and confirmed operational by the State.
- D) Password-protected database of currently monitored subjects delivered to the State.
- E) The list of employees authorized to modify subject data and all program settings activated and confirmed operational.
- F) All user manuals and white papers for all equipment and software provided to the State.
- G) All report features configured with user interfaces installed, configured and confirmed operational.
- H) Operational and administrative readiness of the Contractor's implementation will be reviewed by the State prior to cutover.
- I) After the initial on-site three week support by the Contractor, the State will assume all data entry functions with limited support only as needed from the Contractor.

3.13 Contract Transition-Out Requirements

3.13.1 The Contractor shall support end-of-Contract transition efforts with technical and project support to include but not be limited to:

3.13.1.1 Provide transition services up to 90 days prior to expiration of the Contract, consisting of:

- A) 90 day back-up activities log for delivery to the successor.
- B) Additional services and/or support as requested to successfully complete the transition.
- C) Sufficient experienced personnel during this transition period to ensure an efficient and smooth transition.
- D) Guarantee that the services called for by the Contract are maintained at the required level of proficiency during the transition period.
- E) Contractor shall furnish the last full backup of data and last incremental back up for each backup period length stored by the Contractor.

3.13.1.2 Return and Maintenance of State Data

- A) Upon termination or the expiration of the Contract Term, the Contractor shall: (a) return to the State all State data in either the form it was provided to the Contractor or in a mutually agreed format along with the schema necessary to read such data; (b) preserve, maintain, and protect all State data until the earlier of a direction by the State to delete such data or the expiration of 90 days (“the retention period”) from the date of termination or expiration of the Contract term; (c) after the retention period, the Contractor shall securely dispose of and permanently delete all State data in all of its forms, such as disk, CD/DVD, backup tape and paper such that it is not recoverable, according to National Institute of Standards and Technology (NIST)-approved methods with certificates of destruction to be provided to the State; and (d) prepare an accurate accounting from which the State may reconcile all outstanding accounts. The final monthly invoice for the services provided hereunder shall include all charges for the data retention period.
- B) During any period of service suspension, the Contractor shall maintain all State data in its then existing form, unless otherwise directed in writing by the Contract Monitor.
- C) In addition to the foregoing, the State shall be entitled to any post-termination/expiration assistance generally made available by Contractor with respect to the services.
- D) Access to any data or configurations of the furnished product and/or services shall be available after the expiration of the Contract as described in this Section.

3.14 Export, Backup, Disaster Recovery (DR), and Data

The following requirements apply to the Contract:

3.14.1 Export/Import

3.14.1.1 The Contractor shall, at no additional cost or charge to the State, in an industry standard/non-proprietary format:

- A) Perform a full or partial import/export of State data within 24 hours of a request; or

- B) Provide to the State the ability to import/export data at will and provide the State with any access and instructions which are needed for the State to import or export data.
- C) Any import or export shall be in a secure format per the Security Requirements.

3.14.1.2 Backup

- A) The Contractor shall perform backups of the web, application, and database servers on a regular basis. This shall include, as a minimum, weekly incremental backups and full monthly backups of all volumes of servers.
- B) The Contractor shall perform automated backups that run at least once daily. The Solution shall be able to be restored from system backups, preferably with no manual intervention.
- C) The Contractor shall retain weekly backups for one month, and retain all monthly backups for two (2) years after the end of the Contract.

3.14.1.3 Data Retention

The Offeror shall describe how historical data following the Contract period of performance shall be removed.

3.14.1.4 Disaster Recovery (DR)

- A) The Contractor must create, maintain or cause to be maintained disaster avoidance procedures designed to safeguard State data and confidential information, Contractor's processing capability and the availability of hosted services. Any force majeure provisions of this Contract do not limit the Contractor's obligations under this provision.
- B) The Contractor shall have robust contingency and DR plans in place to ensure that the services provided under this Contract will be maintained in the event of any disruption (including, but not limited to, disruption to information technology systems), however caused.
- C) The Contractor shall furnish a disaster recovery (DR) site. The DR site shall be at least 100 miles from the primary operations site, and have the capacity to take over complete production volume in case the primary site becomes unresponsive.
- D) The contingency and DR plans must be designed to ensure that services under this Contract are restored after a disruption within twenty-four (24) hours from notification and a recovery point objective of one (1) hour or less prior to the outage in order to avoid unacceptable consequences due to the unavailability of services.
- E) Metrics
 1. System shall come back online within one (1) hour
 2. System shall be restored within less than four (4) hours
- F) The Contractor shall test the contingency/DR plans at least twice annually to identify any changes that need to be made to the plan(s) to ensure a minimum interruption of service. The Contractor shall coordinate with the

State to ensure limited system downtime when testing is conducted. At least one (1) annual test shall include backup media restoration and failover / fallback operations at the DR location. The Contractor shall send the Contract Monitor a notice of completion following completion of DR testing.

- G) The Contractor shall provide its disaster recovery plan to the Department within 15 Business Days after Contract award and update on an annual basis a Disaster Recovery Plan for the services and Solution offered. The Disaster Recovery Plan shall detail the steps and processes employed by the Contractor as well as the features and characteristics which will ensure compliance with the security requirements of this Contract. If any Disaster Recovery Plan information, including procedures, are different based on a Purchase Order, Contractor shall furnish such differences to the TO Manager.

3.14.1.5 Data Ownership and Access

- A) Data, databases and derived data products created, collected, manipulated, or directly purchased shall become the property of the State. The Requesting Agency is considered the custodian of the data and shall determine the use, access, distribution and other conditions based on appropriate State statutes and regulations.
- B) Public jurisdiction user accounts and public jurisdiction data shall not be accessed, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of the Contract, including as necessary to perform the services hereunder or (4) at the State's written request.
- C) The Contractor shall limit access to and possession of State data to only Contractor Personnel whose responsibilities reasonably require such access or possession and shall train such Contractor Personnel on the confidentiality obligations set forth herein.
- D) At no time shall any data or processes – that either belong to or are intended for the use of the State or its officers, agents or employees – be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the State.
- E) The Contractor shall not use any information collected in connection with the services furnished under this Contract for any purpose other than fulfilling such services.
- F) Provisions in Sections 3.14.1.4 – 3.14.1.5 shall survive expiration or termination of the Contract. Additionally, the Contractor shall flow down the provisions of Sections 3.14.1 - 3.14.1.5 (or the substance thereof) in all subcontracts.

3.15 Travel Reimbursement

Travel shall not be reimbursed under this Contract.

3.16 Security Requirements

The following requirements are applicable to the Contract:

3.16.1 Employee Identification

- 3.16.1.1 Contractor Personnel shall display his or her company ID badge in a visible location at all times while on State premises. Upon request of authorized State personnel, each such Contractor Personnel shall provide additional photo identification.

Contractor Personnel shall cooperate with State site requirements, including but not limited to, being prepared to be escorted at all times, and providing information for State badge issuance.

- 3.16.1.2 Contractor shall remove any Contractor Personnel from working on the Contract where the State determines, in its sole discretion that said Contractor Personnel has not adhered to the Security requirements specified herein.
- 3.16.1.3 The State reserves the right to request that the Contractor submit proof of employment authorization of non-United States Citizens, prior to commencement of work under the Contract.

3.16.2 Security Clearance / Criminal Background Check

- 3.16.2.1 Contractor shall complete and disclose the results of a required criminal background check prior to any individual Contractor Personnel performing services under the Contract. The State reserves the right to conduct their own background check on all Contractors and Subcontractors personnel.
- 3.16.2.2 Persons with a criminal record may not perform services under the Contract unless prior written approval is obtained from the Contract Monitor. The Contract Monitor reserves the right to reject any individual based upon the results of the background check. Decisions of the Contract Monitor as to acceptability of a candidate are final. The State reserves the right to refuse any individual Contractor Personnel to work on State premises, based upon certain specified criminal convictions, as specified by the State.
- 3.16.2.3 The cost of complying with all security requirements specified herein are the sole responsibility and obligation of the Contractor and no such costs shall be passed through to or reimbursed by the State or any of its agencies or units.
- 3.16.2.4 The Contractor must agree that if any assigned staff is arrested while working on a Requesting Agency project, the Contractor will notify the Requesting Agency. The Requesting Agency reserves the right to disapprove for continued work on this contract any individual with a criminal record

3.16.3 On-site Security Requirement(s)

- 3.16.3.1 For the conditions noted below, Contractor Personnel may be barred from entrance or leaving any site until such time that the State's conditions and queries are satisfied.

- A) Contractor Personnel may be subject to random security checks when entering and leaving State secured areas. The State reserves the right to require Contractor Personnel to be accompanied while in secured premises.
- B) Some State sites, especially those premises of the Department of Public Safety and Correctional Services, require each person entering the premises to document and inventory items (such as tools and equipment) being brought onto the site, and to submit to a physical search of his or her person. Therefore, Contractor Personnel shall always have available an inventory list of tools being brought onto a site and be prepared to present the inventory list to the State staff or an officer upon arrival for review, as well as present the tools or equipment for inspection. Before leaving the site, the Contractor Personnel will again present the inventory list and the tools or equipment for inspection. Upon both entering the site and leaving the site, State staff or a correctional or police officer may search Contractor Personnel. Depending upon facility rules, specific tools or personal items may be prohibited from being brought into the facility.
- C) Any Contractor Personnel who enters the premises of a facility under the jurisdiction of the Requesting Agency may be searched, fingerprinted (for the purpose of a criminal history background check), photographed and required to wear an identification card issued by the Requesting Agency.
- D) Further, Contractor Personnel shall not violate Md. Code Ann., Criminal Law Art. Section 9-410 through 9-417 and such other security policies of the Requesting Agency that controls the facility to which the Contractor Personnel seeks access. The failure of any of the Contractor Personnel to comply with any provision of the Contract is sufficient grounds for the State to immediately terminate the Contract for default.

3.16.4 Information Technology

The Contractor shall:

- 3.16.4.1 Implement administrative, physical, and technical safeguards to protect State data that are no less rigorous than accepted industry best practices for information security such as those listed below (see Section 3.16.5);
- 3.16.4.2 Ensure that all such safeguards, including the manner in which State data is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws as well as the terms and conditions of the Contract; and
- 3.16.4.3 The Contractor, and Contractor Personnel, shall (i) abide by all applicable federal, State and local laws, rules and regulations concerning security of Information Systems and Information Technology and (ii) comply with and adhere to the State IT Security Policy and Standards as each may be amended or revised from time to time. Updated and revised versions of the State IT Policy and Standards are available online at: www.doit.maryland.gov – keyword: Security Policy.

3.16.5 Data Protection and Controls

- 3.16.5.1 Contractor shall ensure a secure environment for all State data and any hardware and software (including but not limited to servers, network and data components) to be provided or used in connection with the performance of the Contract and shall apply or cause application of appropriate controls so as to maintain such a secure environment (“Security Best Practices”). Such Security Best Practices shall comply with an accepted industry standard, such as the NIST cybersecurity framework.
- 3.16.5.2 To ensure appropriate data protection safeguards are in place, the Contractor shall implement and maintain the following controls at all times throughout the Term of the Contract (the Contractor may augment this list with additional controls):
- A) Establish separate production, test, and training environments for systems supporting the services provided under this Contract and ensure that production data is not replicated in test and/or training environment(s) unless it has been previously anonymized or otherwise modified to protect the confidentiality of Sensitive Data elements. The Contractor shall ensure the appropriate separation of production and non-production environments by applying the data protection and control requirements listed in Section 3.4.5.
 - B) Apply hardware and software hardening procedures as recommended by Center for Internet Security (CIS) guides <https://www.cisecurity.org/>, Security Technical Implementation Guides (STIG) <http://iase.disa.mil/Pages/index.aspx>, or similar industry best practices to reduce the Contractor/subcontractor’s systems’ surface of vulnerability, eliminating as many security risks as possible and documenting what is not feasible and/or not performed according to best practices. Any hardening practices not implemented shall be documented with a plan of action and milestones including any compensating control. These procedures may include but are not limited to removal of unnecessary software, disabling or removing unnecessary services, removal of unnecessary usernames or logins, and the deactivation of unneeded features in the Contractor/subcontractor’s system configuration files.
 - C) Ensure that State data is not comingled with non-State data through the proper application of compartmentalization security measures.
 - D) Apply data encryption to protect Sensitive Data at all times, including in transit, at rest, and also when archived for backup purposes. Unless otherwise directed, the Contractor is responsible for the encryption of all Sensitive Data.
 - E) For all State data the Contractor manages or controls, data encryption shall be applied to such data in transit over untrusted networks.
 - F) Encryption algorithms which are utilized for encrypting data shall comply with current Federal Information Processing Standards (FIPS), “Security Requirements for Cryptographic Modules”, FIPS PUB 140-2:
 - G) <http://csrc.nist.gov/publications/fips/fips140-2/fips1402.pdf>
 - H) <http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm>
 - I) Enable appropriate logging parameters to monitor user access activities, authorized and failed access attempts, system exceptions, and critical information security events as recommended by the operating system and application manufacturers and information security standards, including

Maryland Department of Information Technology's Information Security Policy.

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

- R) Ensure Contractor's Personnel shall not connect any of its own equipment to a State LAN/WAN without prior written approval by the State, which may be revoked at any time for any reason. The Contractor/subcontractor shall complete any necessary paperwork as directed and coordinated with the Contract Monitor to obtain approval by the State to connect Contractor/subcontractor-owned equipment to a State LAN/WAN.
- S) Ensure that anti-virus and anti-malware software is installed and maintained on all systems supporting the services provided under this Contract; that the anti-virus and anti-malware software is automatically updated; and that the software is configured to actively scan and detect threats to the system for remediation. The Contractor shall perform routine vulnerability scans and take corrective actions for any findings.
- T) Conduct regular external vulnerability testing designed to examine the service provider's security profile from the Internet without benefit of access to internal systems and networks behind the external security perimeter. Evaluate all identified vulnerabilities on Internet-facing devices for potential adverse effect on the service's security and integrity and remediate the vulnerability promptly or document why remediation action is unnecessary or unsuitable. The State shall have the right to inspect these policies and procedures and the performance of vulnerability testing to confirm the effectiveness of these measures for the services being provided under this Contract.

3.16.5.3 Access to Security Logs and Reports

The Contractor shall provide reports to the State in a mutually agreeable format.

Reports shall include latency statistics, user access, user access IP address, user access history and security logs for all State files related to this Contract.

3.16.6 Security Plan

3.16.6.1 The Contractor shall protect State data according to a written security policy ("Security Plan") no less rigorous than that of the State, and shall supply a copy of such policy to the State for validation, with any appropriate updates, on an annual basis.

3.16.6.2 The Security Plan shall detail the steps and processes employed by the Contractor as well as the features and characteristics which will ensure compliance with the security requirements of the Contract.

3.16.6.3 The Security Plan shall address compliance with the PCI DSS for payment card processing).

3.16.7 Security Incident Response

3.16.7.1 The Contractor shall notify the Department when any Contractor system that may access, process, or store State data or State systems experiences a Security Incident or a Data Breach as follows:

- A) Within twenty-four (24) hours of the discovery of a Security Incident by providing notice via written or electronic correspondence to the Contract Monitor, Department chief information officer and Department chief information security officer;
- B) Within two (2) hours if there is a threat to Contractor's Solution as it pertains to the use, disclosure, and security of State data; and
- C) Provide written notice to the Contract Monitor within one (1) Business Day after Contractor's discovery of unauthorized use or disclosure of State data and thereafter all information the State or Department requests concerning such unauthorized use or disclosure.

Contractor's notice shall identify:

- i. the nature of the unauthorized use or disclosure
 - ii. the State data used or disclosed
 - iii. who made the unauthorized use or received the unauthorized disclosure
 - iv. what the Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure
 - v. what corrective action the Contractor has taken or shall take to prevent future similar unauthorized use or disclosure
- D) The Contractor shall provide such other information, including a written report, as reasonably requested by the State.
 - E) The Contractor may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the Contract. Discussing Security Incidents with the State should be handled on an urgent as-needed basis, as part of Contractor communication and mitigation processes as mutually agreed upon, defined by law or contained in the Contract.

3.16.8 Data Breach Responsibilities

If the Contractor reasonably believes or has actual knowledge of a Data Breach, the Contractor shall, unless otherwise directed:

- 3.16.8.1 Notify the appropriate State-identified contact within 24 hours by telephone in accordance with the agreed upon security plan or security procedures unless a shorter time is required by applicable law.
- 3.16.8.2 Cooperate with the State to investigate and resolve the data breach.
- 3.16.8.3 Promptly implement commercially reasonable remedial measures to remedy the Data Breach.
- 3.16.8.4 Document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services.

3.16.8.5 If a Data Breach is a direct result of the Contractor's breach of its Contract obligation to encrypt State data or otherwise prevent its release, the Contractor shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by State law; (3) a credit monitoring service required by State or federal law; (4) a website or a toll-free number and call center for affected individuals required by State law; and (5) complete all corrective actions as reasonably determined by Contractor based on root cause; all [(1) through (5)] subject to this Contract's limitation of liability.

3.16.8.6 The State shall, at its discretion, have the right to review and assess the Contractor's compliance to the security requirements and standards.

3.16.9 Provisions in Sections 3.16.4 – 3.16.8 shall survive expiration or termination of the Contract. Additionally, the Contractor shall flow down the provisions of Sections 3.16.4 – 3.16.8 (or the substance thereof) in all subcontracts.

3.17 Labor Categories and Qualifications

THIS SECTION IS NOT APPLICABLE TO THIS RFP.

3.18 Problem Escalation Procedure

3.18.1 The Contractor must provide and maintain a Problem Escalation Procedure (PEP) for both routine and emergency situations. The PEP must state how the Contractor will address problem situations as they occur during the performance of the Contract, especially problems that are not resolved to the satisfaction of the State within appropriate timeframes.

3.18.2 The Contractor shall provide contact information to the Contract Monitor, as well as to other State personnel, as directed should the Contract Monitor not be available.

3.18.3 The Contractor must provide the PEP no later than ten (10) Business Days after notice of recommended award. The PEP, including any revisions thereto, must also be provided within ten (10) Business Days after the start of each Contract year and within ten (10) Business Days after any change in circumstance which changes the PEP. The PEP shall detail how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner. The PEP shall include:

3.18.3.1 The process for establishing the existence of a problem.

3.18.3.2 The maximum duration that a problem may remain unresolved at each level in the Contractor's organization before automatically escalating the problem to a higher level for resolution.

3.18.3.3 Circumstances in which the escalation will occur in less than the normal timeframe.

3.18.3.4 The nature of feedback on resolution progress, including the frequency of feedback to be provided to the State.

3.18.3.5 Identification of, and contact information for, progressively higher levels of personnel in the Contractor's organization who would become involved in resolving a problem.

3.18.3.6 Contact information for persons responsible for resolving issues after normal business hours (e.g., evenings, weekends, holidays) and on an emergency basis.

3.18.3.7 A process for updating and notifying the Contract Monitor of any changes to the PEP.

3.18.4 Nothing in this section shall be construed to limit any rights of the Contract Monitor or the State which may be allowed by the Contract or applicable law.

3.19 Service Level Agreement (SLA)

3.19.1 The State is sensitive to system performance, and its impact on user efficiency and perception. As a result, system performance measures will be implemented as proposed and agreed to in the Contract and measured on a periodic basis as a means to maintaining a high level of system performance and user satisfaction. The Contractor is to implement measurements of its system's performance as proposed and explained in the Technical Proposal. The Contractor shall implement an SLA for system performance as proposed that is considered acceptable performance from an end-user's point of view (e.g., response time of common transactions, system availability). The Contractor shall include both the measures and the frequency of measurement in its SLA prior to implementation. The Contractor's GPS electronic tracking system shall be available to the State all times.

3.20 Work Order Process

THIS SECTION IS NOT APPLICABLE TO THIS RFP.

3.21 Insurance Requirements

3.21.1 Any insurance furnished as a condition of this Contract shall be issued by a company authorized to business in this State.

3.21.2 The recommended awardee must provide a certificate(s) of insurance with the prescribed coverages, limits and requirements set forth in this Section 3.21 "Insurance Requirements," within five (5) Business Days from notice of recommended award. During the period of performance for multi-year contracts the Contractor shall update certificates of insurance annually, or as otherwise directed by the Contract Monitor.

3.21.3 The following type(s) of insurance and minimum amount(s) of coverage are required:

3.21.3.1 General Liability - The Contractor shall maintain Commercial General Liability Insurance with limits sufficient to cover losses resulting from, or arising out of, Contractor action or inaction in the performance of the Contract by the Contractor, its agents, servants, employees, or subcontractors, but no less than a Combined Single Limit for Bodily Injury, Property Damage, and Personal and Advertising Injury Liability of \$1,000,000 per occurrence and \$3,000,000 aggregate.

3.21.3.2 Errors and Omissions/Professional Liability - The Contractor shall maintain Errors and Omissions/Professional Liability insurance with minimum limits of \$1,000,000 per occurrence.

- 3.21.3.3 Employee Theft Insurance - The Contractor shall maintain Employee Theft Insurance with minimum limits of \$1,000,000 per occurrence.
- 3.21.3.4 Cyber Security / Data Breach Insurance - The Contractor shall maintain Cyber Security / Data Breach Insurance in the amount of five (5) million dollars (\$5,000,000) per occurrence. The coverage must be valid in at all locations where work is performed or data or other information concerning the State's claimants and/or employers is processed or stored.
- 3.21.3.5 Worker's Compensation - The Contractor shall maintain such insurance as necessary and/or as required under Workers' Compensation Acts, the Longshore and Harbor Workers' Compensation Act, and the Federal Employers' Liability Act.
- 3.21.3.6 Automobile and/or Commercial Truck Insurance - The Contractor shall maintain Automobile and/or Commercial Truck Insurance as appropriate with Liability, Collision, and PIP limits no less than those required by the State where the vehicle(s) is registered, but in no case less than those required by the State of Maryland.

3.21.4 State Inclusion on Insurance

The State shall be listed as an additional insured on all policies with the exception of Worker's Compensation Insurance and Professional Liability Insurance. All insurance policies shall be endorsed to include a clause that requires that the insurance carrier provide the Contract Monitor, by certified mail, not less than 45 days' advance notice of any non-renewal, cancellation, or expiration. In the event the Contract Monitor receives a notice of non-renewal, the Contractor shall provide the Contract Monitor with an insurance policy from another carrier at least 30 days prior to the expiration of the insurance policy then in effect. All insurance policies shall be with a company licensed by the State to do business and to provide such policies.

3.21.5 Subcontractor Insurance

The Contractor shall require that any subcontractors providing goods and services under this Contract obtain and maintain similar levels of insurance and shall provide the Contract Monitor with the same documentation as is required of the Contractor.

3.22 Invoicing

3.22.1 Definitions

- 3.22.1.1 "Proper Invoice" means a bill, written document, or electronic transmission, readable by the Requesting Agency, provided by a vendor requesting an amount that is due and payable by law under a written procurement contract for property received or services rendered that meets the requirements of COMAR 21.06.09.02.
- 3.22.1.2 "Late Payment" means any amount that is due and payable by law under a written procurement contract, without deferral, delay, or set-off under COMAR 21.02.07.03, and remains unpaid more than 45 days after an Requesting Agency receives a Proper Invoice.

3.22.1.3 “Payment” includes all required processing and authorization by the Comptroller of the Treasury, as provided under COMAR 21.02.07, and may be deferred, delayed, or set-off as applicable under COMAR 21.02.07.03.

3.22.2 General

3.22.2.1 The Contractor shall send the original of each invoice and signed authorization to invoice to individual identified in the Purchase Order, with a copy e-mailed to the Contract Monitor.

3.22.2.2 All invoices for services shall be verified by the Contractor as accurate at the time of submission.

3.22.2.3 Invoices submitted without the required information cannot be processed for payment. A Proper Invoice, required as Payment documentation, must include the following information, without error:

- i) Contractor name and address
- ii) Remittance address
- iii) Federal taxpayer identification (FEIN) number, social security number, as appropriate
- iv) Invoice period (i.e. time period during which services covered by invoice were performed)
- v) Invoice date
- vi) Invoice number
- vii) State assigned Contract number
- viii) State assigned (Blanket) Purchase Order number(s)
- ix) Goods or services provided
- x) For monthly monitoring services invoice shall include:
 - (1) The total number of provided GPS tracking units
 - (2) The total number of active days
 - (3) The number of units equivalent to the 30% inactive allowance
 - (4) Total number of provided unit/days
 - (5) The price per day for GPS unit at each level of activation either active, hybrid or, passive
 - (6) Subtotal unit/days for each activation plan either active, hybrid or, passive
- xi) Total amount due
- xii) The monitoring services invoice shall be organized to reflect and identify each State requirement with equipment utilization and invoiced totals for each billing area. For billing purposes, the Contractor must specifically identify the parameters that determine when a component or components has entered State inventory and when it is considered removed.
- xiii) Any additional documentation required by regulation or the Contract

3.22.2.4 Attached to each monthly invoice shall be separate billing reports for each billing unit, to include the following detailed information representing all activity for the billing month:

- i) Subject name and case ID number
- ii) Referring officer name and Region
- iii) Subject's SID number
- iv) Description and serial number of the equipment/device
- v) The date each leased device was shipped to the State
- vi) The date each leased device was returned from the State
- vii) Price per unit per day
- viii) Total cost per subject for each activation plan
- ix) Total cost per region (e.g., Central, North, South, HDU)
- x) Contract Number

3.22.2.5 The State reserves the right to reduce or withhold Contract payment in the event the Contractor does not provide the State with all required deliverables within the time frame specified in the Contract or otherwise breaches the terms and conditions of the Contract until such time as the Contractor brings itself into full compliance with the Contract.

3.22.2.6 Any action on the part of the Requesting Agency, or dispute of action by the Contractor, shall be in accordance with the provisions of Md. Code Ann., State Finance and Procurement Article §§ 15-215 through 15-223 and with COMAR 21.10.04.

3.22.2.7 The State is generally exempt from federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes and transportation taxes. The Contractor; however, is not exempt from such sales and use taxes and may be liable for the same.

3.22.2.8 Invoices for final payment shall be clearly marked as "FINAL" and submitted when all work requirements have been completed and no further charges are to be incurred under the Contract. In no event shall any invoice be submitted later than 60 calendar days from the Contract termination date.

3.22.3 Invoice Submission Schedule

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

3.22.3.1 Services shall be billed on a calendar month basis, from the first calendar day of each month to the last calendar day of each month.

3.22.3.2 Monthly invoices shall include all services provided from the first day of the billing month to the last day of the billing month and are due by the 10th of the following month. Any exceptions or carried over charges shall be clearly detailed.

3.22.3.3 For items of work for which there is one-time pricing (see Attachment B – Financial Proposal Form) those items shall be billed by the 10th of the month following the acceptance of the work by the State.

3.22.3.4 For items of work for which there is annual pricing, see Attachment B– Financial Proposal Form, those items shall be billed in equal monthly installments for the applicable Contract year in the month following the performance of the services.

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

- i. The amount invoiced is inconsistent with the Contract.
- ii. The proper invoice has not been received by the party or office specified in the Contract.
- iii. The invoice or performance is in dispute or the Contractor has failed to otherwise comply with the provisions of the Contract.
- iv. The item or services have not been accepted.
- v. The quantity of items delivered is less than the quantity ordered.
- vi. The items or services do not meet the quality requirements of the Contract
- vii. The Contractor has not submitted satisfactory documentation or other evidence reasonably required by the Procurement Officer or by the contract concerning performance under the contract and compliance with its provisions.

3.23 SOC 2 Type II Audit Report

3.23.1 This clause applies to the Contractor and subcontractors who host the implemented enterprise subject electronic tracking system for the State. The Contractor and/or subcontractors who provide services that handle Sensitive Data for the Global Positioning System (GPS) System must also comply with this clause, assuming the Contractor and/or subcontractor receives copies of any data for use in providing services, including any system and/or user acceptance testing of the new system and any provided data that contains Sensitive Data.

3.23.2 The Contractor shall have an annual audit performed by an independent audit firm of the Contractor and/or subcontractors' handling Sensitive Data and/or the State's critical functions, which is identified as GPS and shall address all areas relating to information technology security and operational processes. These services provided by the Contractor and/or subcontractors that shall be covered by the audit will collectively be referred to as the "Information Functions and/or Processes." Such audits shall be performed in accordance with audit guidance: *Reporting on Controls at a Service Organization Relevant to Security, Availability, Processing Integrity, Confidentiality, or Privacy (SOC 2)* as published by the American Institute of Certified Public Accountants (AICPA) and as updated from time to time, or according to the most current audit guidance promulgated by the AICPA or similarly-recognized professional organization, as agreed to by the State, to assess the security of outsourced client functions or data (collectively, the "Guidance") as follows:

3.23.2.1 The type of audit to be performed in accordance with the Guidance is a SOC 2 Type 2 Audit (referred to as the "SOC 2 Report"). The initial SOC 2 Report audit shall be scheduled and completed within a timeframe to be specified by the State and submitted to the Contract Monitor. All subsequent SOC 2 audits that are arranged after this initial audit shall be performed on an annual basis and shall be submitted to the Contract Monitor by January 15 for the preceding calendar year.

3.23.2.2 The SOC 2 Report shall report on the description of the Contractor and/or subcontractors' system and controls and the suitability of the design and operating effectiveness of controls over the Information Functions and/or Processes relevant to the following trust principles: Security, Availability, and Confidentiality as defined in the aforementioned Guidance. The SOC 2 Report should also report on the suitability

of the design and operating effectiveness of controls of the Information Functions and/or Processes to meet the requirements of the contract, specifically the security requirements identified in Section 3.16.

- 3.23.2.3 The audit scope of each year's SOC 2 Report may need to be adjusted (including the inclusion or omission of the relevant trust services principles of Security, Availability, Confidentiality, Processing Integrity, and Privacy) to accommodate any changes to the Contractor's and/or subcontractors' environment since the last SOC 2 Report. Such changes may include but are not limited to the addition of Information Functions and/or Processes through change orders or Purchase Orders under the Contract; or, due to changes in information technology or operational infrastructure implemented by the Contractor and/or subcontractors. The Contractor and/or subcontractors shall ensure that the audit scope of each year's SOC 2 Report engagement shall accommodate these changes by including in SOC 2 Report all appropriate controls related to the current environment supporting the Information Functions and/or Processes, including those controls required by the Contract.
- 3.23.2.4 The scope of the SOC 2 Report shall include work performed by any subcontractors that provide essential support to the Contractor and/or essential support to the Information Functions and/or Processes provided to the State under the Contract. The Contractor shall ensure the audit includes all of these subcontractor(s) in the performance of the SOC 2 Report.
- 3.23.2.5 All SOC 2 Reports, including those of the Contractor and/or subcontractor, shall be performed at no additional expense to the State.
- 3.23.2.6 The Contractor and/or subcontractors shall promptly provide a complete copy of the final SOC 2 Report to the Contract Monitor upon completion of each annual SOC 2 Report engagement.
- 3.23.2.7 The Contractor shall provide to the Contract Monitor, within 30 calendar days of the issuance of each annual final SOC 2 Report, a documented corrective action plan which addresses each audit finding or exception contained in the SOC 2 Report. The corrective action plan shall identify in detail the remedial action to be taken by the Contractor and/or subcontractors along with the date(s) when each remedial action is to be implemented.
- 3.23.2.8 If the Contractor and/or subcontractors currently have an annual information security assessment performed that includes the operations, systems, and repositories of the goods and services being provided to the State under the Contract, and if that assessment generally conforms to the content and objective of the Guidance, the State will determine in consultation with appropriate State government technology and audit authorities whether the Contractor and/or subcontractors' current information security assessments are acceptable in lieu of the SOC 2 Report.
- 3.23.2.9 If the Contractor and/or subcontractors fail during the Contract term to obtain an annual SOC 2 Report by the date specified in 3.23.2.1, the State shall have the right to retain an independent audit firm to perform an audit engagement of a SOC 2 Report of the Information Functions and/or Processes being provided by the Contractor and/or

subcontractors. The Contractor and/or subcontractors agree to allow the independent audit firm to access its facility/ies for purposes of conducting this audit engagement(s), and will provide the support and cooperation to the independent audit firm that is required to perform the SOC 2 Report. The State will invoice the Contractor for the expense of the SOC 2 Report(s), or deduct the cost from future payments to the Contractor.

3.24 Blanket Purchase Order (BPO) Procedures

BPOs will be issued to the Contractor by a Requesting Agency to obtain the goods and services described in this RFP. Each BPO will incorporate the scope of work appropriate for the Requesting Agency. Delivery of goods and services shall be initiated only upon issuance of a BPO. BPOs will service as a NTP from the Requesting Agency.

As an example, each BPO may contain the following information:

- A. Requesting Agency
- B. Point of Contact
- C. Description of the required goods and services
- D. Delivery requirements
- E. Invoicing instructions
- F. Required date for delivery
- G. Period for Performance

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

4 PROPOSAL FORMAT

4.1 Two-Part Submission

Offerors shall submit Proposals in separate volumes:

1. Volume I – TECHNICAL PROPOSAL
2. Volume II – FINANCIAL PROPOSAL

4.2 Volume I – Technical Proposal

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

4.2.1 Format of Technical Proposal

The Technical Proposal will include all items detailed below. In addition to the following instructions, responses in the Offeror’s Technical Proposal must reference the RFP’s organization and section numbering (ex. “Section 4.2.1 Response”). This proposal organization will allow direct mapping between Offeror responses and RFP requirements by Section number and will aid in the evaluation process.

4.2.2 The Technical Proposal shall include the following documents and information in the order specified as follows.

4.2.2.1 Title Page and Table of Contents

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

4.2.2.2 Claim of Confidentiality

Any information which is claimed to be confidential is to be noted by reference and included after the Title Page and before the Table of Contents, and if applicable, also in the Offeror’s Financial Proposal. The entire Proposal cannot be given a blanket confidentiality designation - any confidentiality designation must apply to specific sections, pages, or portions of pages of the Proposal and an explanation for each claim shall be included (see Section 1.14 “Public Information Act Notice”).

4.2.2.3 Transmittal Letter

A Transmittal Letter shall accompany the Technical Proposal. The purpose of this letter is to transmit the Proposal and acknowledge the receipt of any addenda. The Transmittal Letter should be brief and signed by an individual who is authorized to commit the Offeror to its Proposal and the requirements as stated in this RFP. The Transmittal Letter should include the following:

- A) Name and address of the Offeror
- B) Name, title, e-mail address, and telephone number of primary contact for the Offeror
- C) Solicitation Title and Solicitation Number that the Proposal is in response to

- D) Signature, typed name, and title of an individual authorized to commit the Offeror to its Proposal
- E) Federal Employer Identification Number (FEIN) of the Offeror, or if a single individual, that individual's Social Security Number (SSN)
- F) Offeror's eMM number
- G) Offeror's MBE certification number (if applicable)
- H) Acceptance of all State RFP and Contract terms and conditions (see Section 1.24); if any exceptions are taken, they are to be noted in the Executive Summary (see Section 4.2.2.4)
- I) Acknowledgement of all addenda to this RFP issued before the Proposal due date

4.2.2.4 Executive Summary

The Offeror shall condense and highlight the contents of the Technical Proposal in a separate section titled "Executive Summary." The Summary shall also identify any exceptions the Offeror has taken to the requirements of this RFP, the Contract (Attachment A), or any other attachments. Exceptions to terms and conditions may result in having the Proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award.

If the Offeror has taken no exceptions to the requirements of this RFP, the Executive Summary shall so state. Acceptance or rejection of exceptions is within the sole discretion of the State. If there are no assumptions, the Offeror shall so state.

4.2.2.5 Minimum Qualifications Documentation

The Offeror shall submit any Minimum Qualifications documentation that may be required, as set forth in Section 2 "Offeror Minimum Qualifications."

4.2.2.6 Offeror Technical Response to RFP Requirements and Proposed Work Plan

- A) The Offeror shall address each RFP requirement (RFP Section 3) in its Technical Proposal with a cross reference to the requirement and describe how its proposed goods and services, including the goods and services of any proposed subcontractor(s), will meet or exceed the requirement(s). If the State is seeking Offeror agreement to any requirement(s), the Offeror shall state its agreement or disagreement. Any paragraph in the Technical Proposal that responds to an RFP requirement shall include an explanation of how the work will be performed. The response shall address each requirement in Section 3 in order, and shall contain a cross reference to the requirement.
- B) Any exception to a requirement, term, or condition may result in having the Proposal classified as not reasonably susceptible of being selected for award or the Offeror deemed not responsible.
- C) The Offeror shall give a definitive section-by-section description of the proposed plan to meet the requirements of the RFP, i.e., a Work Plan. The Work Plan shall include the specific methodology, techniques, and number of staff, if applicable, to be used by the Offeror in providing the required goods and services as outlined in RFP Section 3, Contractor Requirements:

Scope of Work. The description shall include an outline of the overall management concepts employed by the Offeror and a project management plan, including project control mechanisms and overall timelines. Project deadlines considered contract deliverables must be recognized in the Work Plan.

- D) The Offeror shall provide a list and functionality of all proposed software, equipment, hardware, and other associated components to meeting the requirements in the RFP Section 3. Offeror is encouraged to provide responses in a format that is easy to follow and to evaluate. In addition to any instructions for responses in Section 3, include the following for proposed products and services:
- E) Details for each offering: The Offeror shall provide the following information:
- 1) Offering Name
 - 2) Offeror relationship with manufacturer (e.g., manufacturer, reseller, partner)
 - 3) Manufacturer
 - 4) Current version information and software information on the GPS software offered (and whether version updates are limited in any way)
 - 5) Subscription term
 - 6) License restrictions, if any
 - 7) Continuity of operations and disaster recovery plans for providing service 24/7/365
 - 8) Describe the interoperability of data that can be imported or exported from the system, including generating industry standard formats.
 - 9) Compatibility with the State's existing single sign-on system or other single sign-on approaches
 - 10) APIs offered, and what type of content can be accessed and consumed
 - 11) Update / upgrade roadmap and procedures, to include: planned changes in the next 12 months, frequency of system update (updates to software applied) and process for updates/upgrades
 - 12) Frequency of updates to data services, including but not limited to, datasets provided as real-time feeds, and datasets updated on a regular basis (e.g., monthly, quarterly, annually, one-time)
 - 13) What type of third party assessment (such as a SOC 2 Type II audit) is performed, the nature of the assessment (e.g., the trust principles and scope of assessment), and whether the results of the assessment pertinent to the State will be shared with the State
 - 14) Describe its security model and procedures supporting handling of State data. If more than one level of service is offered, the Offeror shall describe such services. Include, at a minimum:
 - i. procedures for and requirements for hiring staff (such as background checks)
 - ii. Certifications such as FedRAMP
 - iii. Third party security auditing, including FISMA
 - iv. Published Security Incident reporting policy

- 15) The physical and technical specifications of security for the system
 - 16) GPS tracking unit size and weight specifications, resistance specifications showing durability and shock-proof capability, communication feature(s) available, backup location system if GPS fails, clock setting and time checking features
 - 17) Names and coverage areas for supported cellular providers
 - 18) Returns in Service: RMA process of how out of service equipment works and how it impacts billing
 - 19) A list of all standard reports furnished as part of the system and submit examples including a sample log audit report
 - 20) Describe all GPS format(s) available, assisted, autonomous, or hybrid
 - 21) Describe how access privileges are managed
 - 22) Provide a detailed description of the security parameters utilized by the mobile application
 - 23) Description of the applicable security protocol
 - 24) A disclosure of any recalls or patent disputes (pending or closed) within the previous five (5) years for all equipment proposed for use
 - 25) A detailed listing of all quality standards met by the equipment or the original equipment manufacturer (e.g., International Organization for Standardization [ISO], military standards)
- F) Offeror shall furnish an implementation plan including timelines for delivery of the equipment and services to DPSCS.
- G) The Offeror shall identify the location(s) from which it proposes to provide services, including, if applicable, any current facilities that it operates, and any required construction to satisfy the State's requirements as outlined in this RFP.
- H) Disaster and Security Model description including the Offeror's DR strategy.
- I) The Offeror shall include an SLA as identified in Section 3.19, including service level metrics offered and a description how the metrics are measured, any SLA credits should the service level metrics not be met, and how the State can verify the service level. The Offeror shall describe how service level performance is reported to the State.
- J) Accessory equipment or capabilities (e.g. mobile tracking devices, multi-chargers, voice recognition, alcohol detection, beacons, and landline attachments) that enhance and/or complement the State's use of the electronic monitoring equipment may also be presented for consideration

4.2.2.7 Experience and Qualifications of Staff

- A) The Offeror shall identify the number and types of staff intended to be utilized under the Contract.
- B) The Offeror shall describe in detail how the Contractor Personnel experience and qualifications relate to their specific responsibilities, including any staff of proposed subcontractor(s).

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

4.2.2.8 Offeror Qualifications and Capabilities

- A) The Offeror shall include information demonstrating experience providing electronic tracking services and equipment for a minimum of 500 units on a daily basis. In addition, the Offeror shall describe how its organization can meet the requirements of this RFP and shall also include the following information:
 - 1) The number of years the Offeror has provided the similar services
 - 2) The number of clients/customers and geographic locations that the Offeror currently serves
 - 3) The names and titles of headquarters or regional management personnel who may be involved with supervising the services to be performed under this Contract
 - 4) An organizational chart that identifies the complete structure of the Offeror including any parent company, headquarters, regional offices, and subsidiaries of the Offeror

4.2.2.9 References

- A) At least three (3) references are requested from customers who are capable of documenting the Offeror's ability to provide the electronic tracking services and equipment at the volume stipulated above. Include the following information for each reference:
 - 1) Name of client organization
 - 2) Name, title, telephone number, and e-mail address, if available, of point of contact for client organization
 - 3) Value, type, duration, and description of goods and services provided
- B) The Department reserves the right to request additional references or utilize references not provided by an Offeror. Points of contact must be accessible and knowledgeable regarding Offeror performance.

4.2.2.10 List of Current or Prior State Contracts

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

- 1) The State contracting entity
 - 2) A brief description of the goods and services provided
 - 3) The dollar value of the contract
 - 4) The term of the contract
 - 5) The State employee contact person (name, title, telephone number, and, if possible, e-mail address)
 - 6) Whether the contract was terminated before the end of the term specified in the original contract, including whether any available renewal option was not exercised
- B) Information obtained regarding the Offeror's level of performance on State contracts will be used by the Procurement Officer to determine the responsibility of the Offeror and considered as part of the experience and past performance evaluation criteria of the RFP.

4.2.2.11 Financial Capability

- A) An Offeror must include in its Proposal a commonly-accepted method to prove its fiscal integrity. If available, the Offeror shall include Financial Statements, preferably a Profit and Loss (P&L) statement and a Balance Sheet, for the last two (2) years (independently audited preferred).
- B) In addition, the Offeror may supplement its response to this Section by including one or more of the following with its response:
- 1) Dunn and Bradstreet Rating
 - 2) Standard and Poor's Rating
 - 3) Lines of credit
 - 4) Evidence of a successful financial track record
 - 5) Evidence of adequate working capital

4.2.2.12 Certificate of Insurance

The Offeror shall provide a copy of its current certificate of insurance showing the types and limits of insurance in effect as of the Proposal submission date. The current insurance types and limits do not have to be the same as described in Section 3.21. See Section 3.21 for the required insurance certificate submission for the apparent awardee.

4.2.2.13 Subcontractors

The Offeror shall provide a complete list of all subcontractors that will work on the Contract if the Offeror receives an award. This list shall include a full description of the duties each subcontractor will perform and why/how each subcontractor was deemed the most qualified for this project.

4.2.2.14 Legal Action Summary

This summary shall include:

- A) A statement as to whether there are any outstanding legal actions or potential claims against the Offeror and a brief description of any action;

- B) A brief description of any settled or closed legal actions or claims against the Offeror over the past five (5) years;
- C) A description of any judgments against the Offeror within the past five (5) years, including the court, case name, complaint number, and a brief description of the final ruling or determination; and
- D) In instances where litigation is on-going and the Offeror has been directed not to disclose information by the court, provide the name of the judge and location of the court.

4.2.2.15 Economic Benefit Factors

- A) The Offeror shall submit with its Proposal narrative describing benefits that will accrue to the Maryland economy as a direct or indirect result of its performance of the Contract. Proposals will be evaluated to assess the benefit to Maryland's economy specifically offered. The economic benefit offered should be consistent with the Offeror's Total Proposal Price from Attachment F, the Financial Proposal Form. See COMAR 21.05.03.03A (3).
- B) Proposals that identify specific benefits as being contractually enforceable commitments will be rated more favorably than Proposals that do not identify specific benefits as contractual commitments, all other factors being equal.
- C) Offerors shall identify any performance guarantees that will be enforceable by the State if the full level of promised benefit is not achieved during the Contract term.
- D) As applicable, for the full duration of the Contract, including any renewal period, or until the commitment is satisfied, the Contractor shall provide to the Procurement Officer or other designated agency personnel reports of the actual attainment of each benefit listed in response to this section. These benefit attainment reports shall be provided quarterly, unless elsewhere in these specifications a different reporting frequency is stated.
- E) In responding to this section, the following do not generally constitute economic benefits to be derived from the Contract:
 - i) generic statements that the State will benefit from the Offeror's superior performance under the Contract;
 - ii) descriptions of the number of Offeror employees located in Maryland other than those that will be performing work under the Contract; or
 - iii) tax revenues from Maryland-based employees or locations, other than those that will be performing, or used to perform, work under the Contract.
- F) Discussion of Maryland-based employees or locations may be appropriate if the Offeror makes some projection or guarantee of increased or retained presence based upon being awarded the Contract.
- G) Examples of economic benefits to be derived from a contract may include any of the following. For each factor identified below, identify the specific

benefit and contractual commitments and provide a breakdown of expenditures in that category:

- i) The Contract dollars to be recycled into Maryland's economy in support of the Contract, through the use of Maryland subcontractors, suppliers and joint venture partners. Do not include actual fees or rates paid to subcontractors or information from your Financial Proposal;
- ii) The number and types of jobs for Maryland residents resulting from the Contract. Indicate job classifications, number of employees in each classification and the aggregate payroll to which the Offeror has committed, including contractual commitments at both prime and, if applicable, subcontract levels; and whether Maryland employees working at least 30 hours per week and are employed at least 120 days during a 12-month period will receive paid leave. If no new positions or subcontracts are anticipated as a result of the Contract, so state explicitly;
- iii) Tax revenues to be generated for Maryland and its political subdivisions as a result of the Contract. Indicate tax category (sales taxes, payroll taxes, inventory taxes and estimated personal income taxes for new employees). Provide a forecast of the total tax revenues resulting from the Contract;
- iv) Subcontract dollars committed to Maryland small businesses and MBEs; and
- v) Other benefits to the Maryland economy which the Offeror promises will result from awarding the Contract to the Offeror, including contractual commitments. Describe the benefit, its value to the Maryland economy, and how it will result from, or because of the Contract award. Offerors may commit to benefits that are not directly attributable to the Contract, but for which the Contract award may serve as a catalyst or impetus.

4.2.3 Additional Required Technical Submissions

The following documents shall be completed, signed, and included in the Technical Proposal..

For e-mail submissions, submit one (1) copy of each with original signatures. For paper submissions, submit two (2) copies of each with original signatures. All signatures must be clearly visible.

- A. Completed Bid/Proposal Affidavit (Attachment B)
- B. Completed Maryland Living Wage Requirements Affidavit of Agreement (Attachment G-1)
- C. Completed Conflict of Interest Affidavit and Disclosure (Attachment I)
- D. Completed Mercury Affidavit (Attachment L)
- E. Completed Location of the Performance of Services Disclosure (Attachment N)

4.2.4 Additional Required Submissions

- A. All forms required for the Technical Proposal are identified in RFP Attachments and Appendices. Unless directed otherwise by instructions within an individual form, complete, sign, and include all required forms in the Technical Proposal.
- B. Offerors shall furnish any and all agreements the Offeror expects the State to sign or to be subject to in connection with or in order to use the Offeror's services under the Contract. This includes, by way of example only, any software licensing agreements, AUP, and professional service agreements.
- C. For each service, hardware or software proposed as furnished by a third-party entity, Offeror must identify the third-party provider and provide a letter of authorization or such other documentation demonstrating the authorization for such services. In the case of an open source license, authorization for the open source shall demonstrate compliance with the open source license.
- D. A Letter of Authorization shall be on letterhead or through the provider's e-mail. Further, each Letter of Authorization shall be less than twelve (12) months old and must provide the following information:
 - 1) Third-party POC name and alternate for verification
 - 2) Third-party POC mailing address
 - 3) Third-party POC telephone number
 - 4) Third-party POC email address
 - 5) If available, a Re-Seller Identifier
- E. Proof that the equipment proposed is certified in accordance with the rules of the Federal Communications Commission (FCC).

4.3 Volume II – Financial Proposal

The Financial Proposal shall contain all price information in the format specified in **Attachment F**. The Offeror shall complete the Price Sheet only as provided in the Price Proposal Instructions and the Price Proposal itself. Do not amend, alter, or leave blank any items on the Financial Proposal Form or include additional clarifying or contingent language on or attached to the Financial Proposal Form. Failure to adhere to any of these instructions may result in the Proposal being determined to be not reasonably susceptible of being selected for award and rejected by the Department.

4.4 Proposal Submission

- 4.4.1 All Proposal e-mail attachments shall be sent with password protection.
- 4.4.2 The Procurement Officer will not accept submissions after the date and exact time stated in the Key Information Summary Sheet. The date and time of submission is determined by the date and time of arrival in the Procurement Officer's e-mail box. Time stamps on outgoing email from Contractors shall not be accepted. Requests for extension of this date or time will not be granted. Except as provided in COMAR 21.05.03.02F, Proposals received by the Procurement Officer after the due date will not be considered.
- 4.4.3 The State has established the following procedure to restrict access to Proposals received electronically: all Proposal documents must be password protected, and the password for the

Technical Proposal must be different from the password for the Financial Proposal. Offerors will provide these two passwords to the Department upon request or their Proposal will be deemed not susceptible for award. Subsequent submissions of Proposal content will not be allowed.

- 4.4.4 The Procurement Officer will only contact those Offerors with Proposals that are reasonably susceptible for award.
- 4.4.5 Proposals submitted via e-mail must not exceed 5 Mb. If a submission exceeds this size, split the submission into two or more parts and include the appropriate part number in the subject (e.g., part 1 of 2) after the subject line information below.
- 4.4.6 The e-mail submission subject line shall state the RFP 060B8400058 and either “Technical” or “Financial.”
- 4.4.7 Two Part Submissions:
- A. Technical Proposal consisting of:
- 1) Technical Proposal and all supporting material in Microsoft Word format, version 2007 or greater,
 - 2) Technical Proposal in searchable Adobe PDF format,
 - 3) a second searchable Adobe copy of the Technical Proposal, with confidential and proprietary information redacted (see Section 1.14), and
- B. Financial Proposal consisting of:
- 1) Financial Proposal and all supporting material in Excel 2007 format,
 - 2) Financial Proposal in searchable Adobe PDF format,
 - 3) A second searchable Adobe copy of the Financial Proposal, with confidential and proprietary information removed (see Section 1.14).

4.5 Proposal Delivery

- 4.5.1 Offerors may submit proposals by hand, or electronic means, as described below to the address provided in the Key Information Summary Sheet.
- A. Electronic means includes e-mail, as requested by the Procurement Officer.
- B. Hand-delivery includes delivery by commercial carrier acting as agent for the Offeror. For any type of direct (non-mail) delivery, Offerors are advised to secure a dated, signed, and time-stamped (or otherwise indicated) receipt of delivery.
- 4.5.2 The Procurement Officer must receive all Technical and Financial Proposal material by the RFP due date and time specified in the Key Information Summary Sheet. If submitted via e-mail, the date and time of submission is determined by the date and time of arrival in the Procurement Officer’s e-mail box. Requests for extension of this date or time will not be granted. Except as provided in COMAR 21.05.03.02F, Proposals received by the Procurement Officer after the due date will not be considered.

5 EVALUATION CRITERIA AND PROCEDURE

5.1 Evaluation Committee

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

5.2 Technical Proposal Evaluation Criteria

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

5.2.1 Offeror's Technical Response to RFP Requirements and Work Plan (refer to RFP § 4.2.2.6)

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

5.2.2 Technical capabilities of the proposed system, software and equipment

5.2.3 The Offeror's proposed Service Level Agreement

5.2.4 Offeror Qualifications and Capabilities, including proposed subcontractors (refer to RFP § 4.2.2.7 – 4.4.2.14)

5.2.5 Economic Benefit to State of Maryland (refer to RFP § 4.2.2.15)

5.3 Financial Proposal Evaluation Criteria

5.3.1 All Qualified Offerors (see Section 5.5.2.2) will be ranked from the lowest (most advantageous) to the highest (least advantageous) price based on the Total Proposal Price within the stated guidelines set forth in this RFP and as submitted on Attachment F - Price Sheet.

5.3.2 For proposals submitted via e-mail, DoIT will contact Offerors for the password to access financial proposal data. DoIT will only contact those Offerors with proposals that are reasonably susceptible for award. Offerors that are unable to provide a password that opens the financial submission will be deemed not susceptible for award; subsequent submissions of content will not be allowed.

5.4 Reciprocal Preference

- 5.4.1 Although Maryland law does not authorize procuring agencies to favor resident Offerors in awarding procurement contracts, many other states do grant their resident businesses preferences over Maryland contractors. COMAR 21.05.01.04 requires that procuring units apply a reciprocal preference under the following conditions:
- 5.4.1.1 The most advantageous offer is from a responsible Offeror whose headquarters, principal base of operations, or principal site that will primarily provide the goods and services required under this RFP is in another state.
 - 5.4.1.2 The other state gives a preference to its resident businesses through law, policy, or practice; and
 - 5.4.1.3 The preference does not conflict with a Federal law or grant affecting the procurement Contract.
- 5.4.2 The preference given shall be identical to the preference that the other state, through law, policy, or practice gives to its resident businesses.

5.5 Selection Procedures

- 5.5.1 General
- 5.5.1.1 The Contract will be awarded in accordance with the Competitive Sealed Proposals (CSP) method found at COMAR 21.05.03. The CSP method allows for the conducting of discussions and the revision of Proposals during these discussions. Therefore, the State may conduct discussions with all Offerors that have submitted Proposals that are determined to be reasonably susceptible of being selected for contract award or potentially so. However, the State reserves the right to make an award without holding discussions.
 - 5.5.1.2 In either case (i.e., with or without discussions), the State may determine an Offeror to be not responsible and/or an Offeror's Proposal to be not reasonably susceptible of being selected for award at any time after the initial closing date for receipt of Proposals and prior to Contract award. If the State finds an Offeror to be not responsible and/or an Offeror's Technical Proposal to be not reasonably susceptible for award, that Offeror's Financial Proposal will be returned if the Financial Proposal is unopened at the time of the determination.
- 5.5.2 Selection Process Sequence
- 5.5.2.1 Technical Proposals are evaluated for technical merit and ranked. During this review, oral presentations, equipment and monitoring software evaluations and discussions may be held. The purpose of such discussions will be to assure a full understanding of the State's requirements and the Offeror's ability to perform the services, as well as to facilitate arrival at a Contract that is most advantageous to the State. Offerors will be contacted by the State as soon as any discussions are scheduled.

- 5.5.2.2 Offerors must confirm in writing any substantive oral clarifications of their Technical Proposals. Any such written clarifications or changes then become part of the Offeror's Technical Proposal. Technical Proposals are given a final review and ranked. Changes to the Offerors proposal may only be allowed if a Technical BAFO is requested.
- 5.5.2.3 The Financial Proposal of each Qualified Offeror (a responsible Offeror determined to have submitted an acceptable Proposal) will be evaluated and ranked separately from the Technical evaluation. After a review of the Financial Proposals of Qualified Offerors, the Evaluation Committee or Procurement Officer may again conduct discussions to further evaluate the Offeror's entire Proposal.
- 5.5.2.4 When in the best interest of the State, the Procurement Officer may permit Qualified Offerors to revise their initial Proposals and submit, in writing, Best and Final Offers (BAFOs). The State may make an award without issuing a request for a BAFO.

5.5.3 Award Determination

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

5.6 Documents Required upon Notice of Recommended Award

Upon receipt of a Notification of Recommendation for Contract award, the apparent awardee shall complete and furnish the documents and attestations as directed in **RFP Attachments** table.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

RFP ATTACHMENTS

Applies?	When to Submit	Label	Attachment Name
Y	5 Business Days after recommended award	A	Contract
Y	With Proposal	B	Proposal Affidavit
Y	5 Business Days after recommended award	C	Contract Affidavit
N/A	Not Applicable	D	MBE Forms D-2, D-3A, D-3B Important: Attachment D-1C, if a waiver has been requested, is also required within 10 days of recommended award.
N/A	Not Applicable	D	MBE Forms D-4A, D-4B, D-5
N/A	Prior to Pre-Proposal Conference	E	Pre-Proposal Conference Form
Y	With Proposal	F	Price Proposal
Y	With Proposal	G	Maryland Living Wage Requirements for Service Contracts and Affidavit of Agreement
N/A	Not Applicable	H	Federal Funds Attachments
Y	With Proposal	I	Conflict of Interest Affidavit and Disclosure
Y	5 Business Days after recommended award	J	Non-Disclosure Agreement (Contractor)
N/A	Not Applicable	K	HIPAA Business Associate Agreement
Y	With Proposal	L	Mercury Affidavit
N/A	Not Applicable	M	Veteran-Owned Small Business Enterprise (VSBE) Form L-1
N/A	Not Applicable	M	VSBE Forms L-2, L-3
N/A	With Proposal	N	Location of the Performance of Services Disclosure
N/A	Not Applicable	O	DHR Hiring Agreement
N/A	Not Applicable	P	Non-Disclosure Agreement (Offeror)

ATTACHMENT A - CONTRACT

DEPARTMENT OF INFORMATION TECHNOLOGY (DOIT)

“Electronic Monitoring for Community Supervision”

Solicitation 060B8400058

THIS CONTRACT (the “Contract”) is made this ____ day of _____, 20__ by and between _____ (the “Contractor”) and the STATE OF MARYLAND, acting through the MARYLAND Department of Information Technology (“DoIT” or the “Department”).

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

1. Definitions

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

- 1.1 “COMAR” means Code of Maryland Regulations.
- 1.2 “Contractor” means the entity first named above whose principal business address is (Contractor’s primary address) and whose principal office in Maryland is (Contractor’s local address), whose Federal Employer Identification Number or Social Security Number is (Contractor’s FEIN), and whose eMaryland Marketplace vendor ID number is (eMM Number).
- 1.3 “Financial Proposal” means the Contractor’s Financial Proposal dated _____ (Financial Proposal date), as modified by any Best and Final Offer thereto.
- 1.4 Minority Business Enterprise (MBE) – Any legal entity certified as defined at COMAR 21.01.02.01B(54) which is certified by the Maryland Department of Transportation under COMAR 21.11.03.
- 1.5 “RFP” means the Request for Proposals for Electronic Monitoring for Community Supervision, Solicitation # 060B8400016, and any amendments, addenda, and attachments thereto issued in writing by the State.
- 1.6 “State” means the State of Maryland.
- 1.7 “Technical Proposal” means the Contractor’s Technical Proposal dated _____ (Technical Proposal date), as modified by any Best and Final Offer thereto.
- 1.8 “Veteran-owned Small Business Enterprise” (VSBE) means A business that is verified by the Center for Verification and Evaluation (CVE) of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13.
- 1.9 Capitalized terms not defined herein shall be ascribed the meaning given to them in the RFP.

2. Scope of Contract

- 2.1 The Contractor shall provide the services set forth in Section 3, Scope of Work, of the RFP and shall perform in accordance with this Contract and Exhibits A-D, which are listed below and incorporated herein by reference. If there is any conflict between this Contract and the Exhibits, the terms of the Contract shall control. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision:

Exhibit A – The RFP

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

Exhibit C – The Technical Proposal, dated

Exhibit D – The Financial Proposal, dated

- 2.2 The Procurement Officer may, at any time, by written order, make unilateral changes in the work within the general scope of the Contract. No other order, statement, or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.
- 2.3 Without limiting the rights of the Procurement Officer under Section 2.2 above, the Contract may be modified by mutual agreement of the parties, provided: (a) the modification is made in writing; (b) all parties sign the modification; and (c) all approvals by the required agencies as described in COMAR Title 21, are obtained.

3. Period of Performance

The term of this Contract shall be for the period set forth in Section 1.4 of the RFP the Effective Date and shall ("Initial Term"),

- 3.3. The Contractor's performance under the Contract shall commence as of the date provided in a Blanket Purchase Order from the Requesting Agency.
- 3.4 The Contractor's obligation to pay invoices to Subcontractors providing products/services in connection with this Contract, as well as the audit; confidentiality; document retention; patents, copyrights & intellectual property; warranty; indemnification obligations; and limitations of liability under this Contract; and any other obligations specifically identified, shall survive expiration or termination of the Contract.
- 3.5 In the event there are unspent funds remaining on the Contract, prior to the Contract's expiration date the Procurement Officer may modify the Contract to extend the Contract beyond its expiration date for a period up to, but not exceeding, one-third of the base term of the Contract (e.g., eight-month extension on a two-year contract) for the performance of work within the Contract's scope of work. No funds may be added to the Contract in connection with any such extension.

4. Consideration and Payment

- 4.1 The total payment under a fixed price Contract or the fixed price element of a combined fixed price – time and materials Contract shall be the firm fixed price submitted by the Contractor in its Financial Proposal.

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

manner so as to prevent damage or vulnerabilities to any of the same due to the existence of any such unfinished work.

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

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

- (1) The Contractor submits an invoice for the late payment interest within thirty (30) days after the date of the State's payment of the amount on which the interest accrued; and
- (2) A contract claim has not been filed under State Finance and Procurement Article, Title 15, Subtitle 2, Annotated Code of Maryland.

The State is not liable for interest:

- (1) Accruing more than one year after the 31st day after the agency receives the proper invoice; or
- (2) On any amount representing unpaid interest. Charges for late payment of invoices are authorized only as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable.

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

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

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

5. Rights to Records

- 5.1 The Contractor agrees that all documents and materials including, but not limited to, software, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, graphics, mechanical, artwork, computations, and data prepared by the Contractor for purposes of this Contract shall be the sole property of the State and shall be available to the State at any time. The State shall have the right to use the same without restriction and without compensation to the Contractor other than that specifically provided by this Contract.
- 5.2 The Contractor agrees that at all times during the term of this Contract and thereafter, works created as a Deliverable under this Contract (as defined in **Section 7.2**), and services performed under this Contract shall be "works made for hire" as that term is interpreted under U.S. copyright law. To the extent that any products created as a Deliverable under this Contract are not works made for hire for the State, the Contractor hereby relinquishes, transfers, and assigns to the State all of its rights, title, and interest (including all intellectual property rights) to all such products created under this Contract, and will cooperate reasonably with the State in effectuating and registering any necessary assignments.

- 5.3 The Contractor shall report to the Contract Monitor, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all data delivered under this Contract.
- 5.4 The Contractor shall not affix any restrictive markings upon any data, documentation, or other materials provided to the State hereunder and if such markings are affixed, the State shall have the right at any time to modify, remove, obliterate, or ignore such warnings.
- 5.5 Upon termination of the Contract, the Contractor, at its own expense, shall deliver any equipment, software or other property provided by the State to the place designated by the Procurement Officer.

6. Exclusive Use

- 6.1 The State shall have the exclusive right to use, duplicate, and disclose any data, information, documents, records, or results, in whole or in part, in any manner for any purpose whatsoever, that may be created or generated by the Contractor in connection with this Contract. If any material, including software, is capable of being copyrighted, the State shall be the copyright owner and Contractor may copyright material connected with this project only with the express written approval of the State.
- 6.2 Except as may otherwise be set forth in this Contract, Contractor shall not use, sell, sub-lease, assign, give, or otherwise transfer to any third party any other information or material provided to Contractor by the Department or developed by Contractor relating to the Contract, except as provided for in **Section 8. Confidential or Proprietary Information and Documentation**.

7. Patents, Copyrights, and Intellectual Property

- 7.1. All copyrights, patents, trademarks, trade secrets, and any other intellectual property rights existing prior to the Effective Date of this Contract shall belong to the party that owned such rights immediately prior to the Effective Date (“Pre-Existing Intellectual Property”). If any design, device, material, process, or other item provided by Contractor is covered by a patent or copyright or which is proprietary to or a trade secret of another, the Contractor shall obtain the necessary permission or license to permit the State to use such item or items pursuant to its rights granted under the Contract.
- 7.2 Except for (1) information created or otherwise owned by the Department or licensed by the Department from third parties, including all information provided by the Department to Contractor; (2) materials created by Contractor or its Subcontractor(s) specifically for the State under the Contract (“Deliverables”), except for any Contractor Pre-Existing Intellectual Property included therein; and (3) the license rights granted to the State, all right, title, and interest in the intellectual property embodied in the solution, including the know-how and methods by which the solution is provided and the processes that make up the solution, will belong solely and exclusively to Contractor and its licensors, and the Department will have no rights to the same except as expressly granted in this Contract. Any SaaS Software developed by Contractor during the performance of the Contract will belong solely and exclusively to Contractor and its licensors. For all Software provided by the Contractor under the Contract, Contractor hereby grants to the State a nonexclusive, irrevocable, unlimited, perpetual, non-cancelable, and non-terminable right to use and make copies of the Software and any modifications to the Software. For all Contractor Pre-Existing Intellectual Property embedded in any Deliverables, Contractor grants to the State a license to use such Contractor Pre-Existing Intellectual Property in connection with its permitted use of such Deliverable. During the period between delivery of a Deliverable by Contractor and the date of payment therefor by the State in accordance with this Contract (including throughout the duration of any payment dispute discussions), subject to the terms and conditions contained herein, Contractor grants the State a royalty-free, non-exclusive, limited license to use such Deliverable and to use any Contractor Materials contained therein in accordance with this Contract.
- 7.3. Subject to the terms of **Section 10**, Contractor shall indemnify and hold harmless the State and its agents and employees, from and against any and all claims, costs, losses, damages, liabilities, judgments and

expenses (including without limitation reasonable attorneys' fees) arising out of or in connection with any third party claim that the Contractor-provided products/services infringe, misappropriate or otherwise violate any third party intellectual property rights.

- 7.4 Contractor's obligations under this section will not apply to an infringement based on (i) modifications made by the State which were not approved in writing by Contractor, (ii) the failure of the State to use any corrections or modifications made available by Contractor that would have rendered the use non-infringing, (iii) use by the State of the software or service in combination with a third party product, platform, network, data or service not provided by the Contractor (the combination of which causes the infringement); or (iv) Contractor's compliance with the written specifications or directions of the State to incorporate third party Software or other materials which causes infringement unless Contractor knew or should have known of such infringement.
- 7.5 Without limiting Contractor's obligations under Section 5.3, if an infringement claim occurs, or if Contractor believes such a claim is likely to occur, Contractor (after consultation with the State and at no cost to the State): (a) shall procure for the State the right to continue using the allegedly infringing component or service in accordance with its rights under this Contract; (b) replace or modify the allegedly infringing component or service so that it becomes non-infringing so long as functionality are not adversely affected.
- 7.6 Except as otherwise provided herein, Contractor shall not acquire any right, title or interest (including any intellectual property rights subsisting therein) in or to any goods, Software, technical information, specifications, drawings, records, documentation, data or any other materials (including any derivative works thereof) provided by the State to the Contractor. Notwithstanding anything to the contrary herein, the State may, in its sole and absolute discretion, grant the Contractor a license to such materials, subject to the terms of a separate writing executed by the Contractor and an authorized representative of the State. Notwithstanding the foregoing, the State agrees to secure all necessary rights, licenses and/or permissions to allow Contractor to access and use any goods, Software, technical information, specifications, drawings, records, documentation, data or any other materials the State provides to the Contractor in Contractor's performance of the services or production of the Deliverables.
- 7.7 Without limiting the generality of the foregoing, neither Contractor nor any of its Subcontractors shall use any Software or technology in a manner that will cause any patents, copyrights or other intellectual property which are owned or controlled by the State or any of its affiliates (or for which the State or any of its Subcontractors has received license rights) to become subject to any encumbrance or terms and conditions of any third party or open source license (including, without limitation, any open source license listed on <http://www.opensource.org/licenses/alphabetical>) (each an "Open Source License"). These restrictions, limitations, exclusions and conditions shall apply even if the State or any of its Subcontractors becomes aware of or fails to act in a manner to address any violation or failure to comply therewith. No act by the State or any of its Subcontractors that is undertaken under this Contract as to any Software or technology shall be construed as intending to cause any patents, copyrights or other intellectual property that are owned or controlled by the State (or for which the State has received license rights) to become subject to any encumbrance or terms and conditions of any open source license.
- 7.8 The Contractor shall report to the Department, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all Deliverables delivered under this Contract.
- 7.9 The Contractor shall not affix (or permit any third party to affix), without the Department's consent, any restrictive markings upon any Deliverables that are owned by the State, and if such markings are affixed, the Department shall have the right at any time to modify, remove, obliterate, or ignore such warnings.

8. Confidential or Proprietary Information and Documentation

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

9. Loss of Data

- 9.1 In the event of loss of any State data or records where such loss is due to the act or omission of the Contractor or any of its Subcontractors or agents, the Contractor shall be responsible for restoring or recreating, as applicable, such lost data in the manner and on the schedule set by the Contract Monitor. The Contractor shall ensure that all data is backed up and recoverable by the Contractor. At no time shall any Contractor actions (or any failures to act when Contractor has a duty to act) damage or create any vulnerabilities in data bases, systems, platforms, and/or applications with which the Contractor is working hereunder.
- 9.2 In accordance with prevailing federal or state law or regulations, the Contractor shall report the loss of non-public data as directed in **RFP Section 3.4**.
- 9.3 Protection of data and personal privacy (as further described and defined in RFP Section 3.4) shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of State information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of State information and comply with the conditions identified in **RFP Section 3.4**

10. Indemnification

- 10.1. At its sole cost and expense, Contractor shall (i) indemnify and hold the State, its employees and agents harmless from and against any and all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to attorneys' fees and costs), whether or not involving a third party claim, which arise out of or relate to the Contractor's, or any of its Subcontractors', performance of this Contract and (ii) cooperate, assist, and consult with the State in the defense or investigation of any such claim, demand, action or suit. Contractor shall not enter into any settlement involving third party claims that contains any admission of or stipulation to any guilt, fault, liability or wrongdoing by the State or that adversely affects the State's rights or interests, without the State's prior written consent.
- 10.2. The State has no obligation: (i) to provide legal counsel or defense to the Contractor or its Subcontractors in the event that a suit, claim or action of any character is brought against the Contractor or its Subcontractors as a result of or relating to the Contractor's obligations or performance under this Contract, or (ii) to pay any judgment or settlement of any such suit, claim or action. Notwithstanding the foregoing, the Contractor shall promptly notify the Procurement Officer of any such claims, demands, actions, or suits.

- 10.3. Notification of Legal Requests. In the event the Contractor receives a subpoena or other validly issued administrative or judicial process (unless prohibited by law from providing notice) or any discovery request in connection with any litigation, requesting State Pre-Existing Intellectual Property, of other information considered to be the property of the State, including but not limited to State data stored with or otherwise accessible by the Contractor, the Contractor shall promptly notify the State of such receipt providing the State with a reasonable opportunity to intervene in the proceeding before the time that Contractor is required to comply with such subpoena, other process or discovery request. The Contractor shall not respond to subpoenas, service of process and other legal requests related to the State without first notifying the State, unless prohibited by law from providing such notice.

11. Non-Hiring of Employees

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

12. Disputes

This Contract shall be subject to the provisions of Md. Code Ann., State Finance and Procurement Article, Title 15, Subtitle 2, and COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision. Unless a lesser period is provided by applicable statute, regulation, or the Contract, the Contractor must file a written notice of claim with the Procurement Officer within thirty (30) days after the basis for the claim is known or should have been known, whichever is earlier.

Contemporaneously with or within thirty (30) days of the filing of a notice of claim, but no later than the date of final payment under the Contract, the Contractor must submit to the Procurement Officer its written claim containing the information specified in COMAR 21.10.04.02.

13. Maryland Law Prevails

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

14. Nondiscrimination in Employment

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

15. Contingent Fee Prohibition

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

16. Non-Availability of Funding

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

17. Termination for Default

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

18. Termination for Convenience

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

19. Delays and Extensions of Time

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

20. Suspension of Work

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

21. Pre-Existing Regulations

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

22. Financial Disclosure

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

23. Political Contribution Disclosure

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

24. Retention of Records

24.1 The Contractor and Subcontractors shall retain and maintain all records and documents in any way relating to this Contract for (i) five (5) years after final payment by the State hereunder, or (ii) any applicable federal or State retention requirements (such as HIPAA) or condition of award, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, as designated by the Procurement Officer, at all reasonable times. The Contractor shall provide copies of all documents requested by the State, including, but not limited to itemized billing documentation containing the dates, hours spent and work performed by the Contractor and its Subcontractors under the Contract. All records related in any way to the Contract are to be retained for the entire time provided under this section.

24.2 This provision shall survive expiration of this Contract.

25. Right to Audit

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

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

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

26. Compliance with Laws

The Contractor hereby represents and warrants that:

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

27. Cost and Price Certification

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

28. Subcontracting; Assignment

The Contractor may not subcontract any of its obligations under this Contract without obtaining the prior written approval of the Procurement Officer, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the Procurement Officer, each at the State's sole and absolute discretion; provided, however, that a Contractor may assign monies receivable under a contract after written notice to the State. Any subcontracts shall include such language as may be required in various clauses contained within this Contract, exhibits, and attachments. The Contract shall not be assigned until all approvals, documents, and affidavits are completed and properly registered. The State shall not be responsible for fulfillment of the Contractor's obligations to its Subcontractors.

29. Limitations of Liability

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

30. Commercial Nondiscrimination

- 30.1 As a condition of entering into this Contract, Contractor represents and warrants that it will comply with the State’s Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry, national origin, sex, age, marital status, sexual orientation, sexual identity, genetic information or an individual’s refusal to submit to a genetic test or make available the results of a genetic test or on the basis of disability, or otherwise unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of Subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for Subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.
- 30.3 As a condition of entering into this Contract, upon the request of the Commission on Civil Rights, and only after the filing of a complaint against Contractor under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended from time to time, Contractor agrees to provide within 60 days after the request a complete list of the names of all Subcontractors, vendors, and suppliers that Contractor has used in the past four (4) years on any of its contracts that were undertaken within the State of Maryland, including the total dollar amount paid by Contractor on each

subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, and to provide any documents relevant to any investigation that are requested by the State. Contractor understands that violation of this clause is a material breach of this Contract and may result in Contract termination, disqualification by the State from participating in State contracts, and other sanctions.

- 30.4 The Contractor shall include the language from 30.1, or similar clause approved in writing by the Department, in all subcontracts.

31. Prompt Pay Requirements

- 31.1 If the Contractor withholds payment of an undisputed amount to its Subcontractor, the Department, at its option and in its sole discretion, may take one or more of the following actions:

- (a) Not process further payments to the Contractor until payment to the Subcontractor is verified;
- (b) Suspend all or some of the Contract work without affecting the completion date(s) for the Contract work;
- (c) Pay or cause payment of the undisputed amount to the Subcontractor from monies otherwise due or that may become due to the Contractor;
- (d) Place a payment for an undisputed amount in an interest-bearing escrow account; or
- (e) Take other or further actions as appropriate to resolve the withheld payment.

- 31.2 An "undisputed amount" means an amount owed by the Contractor to a Subcontractor for which there is no good faith dispute. Such "undisputed amounts" include, without limitation: (a) retainage which had been withheld and is, by the terms of the agreement between the Contractor and Subcontractor, due to be distributed to the Subcontractor; and (b) an amount withheld because of issues arising out of an agreement or occurrence unrelated to the agreement under which the amount is withheld.

- 31.3 An act, failure to act, or decision of a Procurement Officer or a representative of the Department concerning a withheld payment between the Contractor and a Subcontractor under this **section 31**, may not:

- (a) Affect the rights of the contracting parties under any other provision of law;
- (b) Be used as evidence on the merits of a dispute between the Department and the Contractor in any other proceeding; or
- (c) Result in liability against or prejudice the rights of the Department.

- 31.4 The remedies enumerated above are in addition to those provided under COMAR 21.11.03.13 with respect to Subcontractors that have contracted pursuant to the MBE program.

- 31.5 To ensure compliance with certified MBE subcontract participation goals, the Department may, consistent with COMAR 21.11.03.13, take the following measures:

- (a) Verify that the certified MBEs listed in the MBE participation schedule actually are performing work and receiving compensation as set forth in the MBE participation schedule. This verification may include, as appropriate:
 - i. Inspecting any relevant records of the Contractor;
 - ii. Inspecting the jobsite; and
 - iii. Interviewing Subcontractors and workers.

Verification shall include a review of the:

- i. The Contractor's monthly report listing unpaid invoices over thirty (30) days old from certified MBE Subcontractors and the reason for nonpayment; and
 - ii. The monthly report of each certified MBE Subcontractor, which lists payments received from the Contractor in the preceding thirty (30) days and invoices for which the Subcontractor has not been paid.
- (b) If the Department determines that the Contractor is not in compliance with certified MBE participation goals, then the Department will notify the Contractor in writing of its findings, and will require the Contractor to take appropriate corrective action. Corrective action may include, but is not limited to, requiring the Contractor to compensate the MBE for work performed as set forth in the MBE participation schedule.
- (c) If the Department determines that the Contractor is in material noncompliance with MBE Contract provisions and refuses or fails to take the corrective action that the Department requires, then the Department may:
- i. Terminate the Contract;
 - ii. Refer the matter to the Office of the Attorney General for appropriate action; or
 - iii. Initiate any other specific remedy identified by the Contract, including the contractual remedies required by any applicable laws, regulations, and directives regarding the payment of undisputed amounts.
- (d) Upon completion of the Contract, but before final payment or release of retainage or both, the Contractor shall submit a final report, in affidavit form under the penalty of perjury, of all payments made to, or withheld from, MBE Subcontractors.

32. Living Wage

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

33. Use of Estimated Quantities

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

34. Risk of Loss; Transfer of Title

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

35. Effect of Contractor Bankruptcy

All rights and licenses granted by the Contractor under this Contract are and shall be deemed to be rights and licenses to "intellectual property," and the subject matter of this Contract, including services, is and shall be deemed to be "embodiments of intellectual property" for purposes of and as such terms are used and interpreted under § 365(n) of the United States Bankruptcy Code ("Code") (11 U.S.C. § 365(n) (2010)). The State has the right to exercise all rights and elections under the Code and all other applicable bankruptcy, insolvency and similar laws with respect to this Contract (including all executory statement of works). Without limiting the generality of the foregoing, if the Contractor or its estate becomes subject to any bankruptcy or similar proceeding: (a) subject to the State's rights of election, all rights and licenses granted to the State under this

Contract shall continue subject to the respective terms and conditions of this Contract; and (b) the State shall be entitled to a complete duplicate of (or complete access to, as appropriate) all such intellectual property and embodiments of intellectual property, and the same, if not already in the State's possession, shall be promptly delivered to the State, unless the Contractor elects to and does in fact continue to perform all of its obligations under this Contract.

36. Miscellaneous

36.1 Any provision of this Contract which contemplates performance or observance subsequent to any termination or expiration of this Contract shall survive termination or expiration of this Contract and continue in full force and effect.

36.2 If any term contained in this Contract is held or finally determined to be invalid, illegal, or unenforceable in any respect, in whole or in part, such term shall be severed from this Contract, and the remaining terms contained herein shall continue in full force and effect, and shall in no way be affected, prejudiced, or disturbed thereby.

36.3 The headings of the sections contained in this Contract are for convenience only and shall not be deemed to control or affect the meaning or construction of any provision of this Contract.

36.4 This Contract may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures provided by facsimile or other electronic means, e.g, and not by way of limitation, in Adobe .PDF sent by electronic mail, shall be deemed to be original signatures.

37. Contract Monitor and Procurement Officer

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

37.2 The Procurement Officer has responsibilities as detailed in the Contract, and is the only State representative who can authorize changes to the Contract. The Department may change the Procurement Officer at any time by written notice to the Contractor.

38. Notices

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

If to the State:

With a copy to:

Tiara Davis
DIVISION OF PUBLIC SAFETY AND CORRECTIONAL SERVICES (DPCS)
300 East Joppa Road, Suite 1000
Towson, Maryland 21286
Phone Number: (410)339-5930
E-Mail: Tiara.Davis1@maryland.gov

If to the Contractor:

(Contractor's Name)
(Contractor's primary address)

Attn: _____

SIGNATURES ON NEXT PAGE

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

Contractor

State of Maryland

Department of Information Technology (DoIT)

By:

By:

Or designee:

Date

PARENT COMPANY (GUARANTOR) (if applicable) By:

By:

Date

Date

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

Assistant Attorney General

APPROVED BY BPW: _____

(Date)

(BPW Item #)

ATTACHMENT B - BID/PROPOSAL AFFIDAVIT**A. AUTHORITY**

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

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

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

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

B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES.

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

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

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

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

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

- (1) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;
- (2) Knowingly and with intent to defraud, fraudulently represent participation of a veteran-owned small business enterprise in order to obtain or retain a Proposal preference or a procurement contract;
- (3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (4) Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (5) Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.13; or
- (6) Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of § 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 Proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, § 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of § 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)—(5) above;
- (7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of Proposals for a public or private contract;
- (8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract;
- (9) Been convicted of a violation of one or more of the following provisions of the Internal Revenue Code:
 - (a) §7201, Attempt to Evade or Defeat Tax;
 - (b) §7203, Willful Failure to File Return, Supply Information, or Pay Tax,
 - (c) §7205, Fraudulent Withholding Exemption Certificate or Failure to Supply Information;
 - (d) §7206, Fraud and False Statements, or
 - (e) §7207 Fraudulent Returns, Statements, or Other Documents;
- (10) Been convicted of a violation of 18 U.S.C. §286 Conspiracy to Defraud the Government with Respect to Claims, 18 U.S.C. §287, False, Fictitious, or Fraudulent Claims, or 18 U.S.C. §371, Conspiracy to Defraud the United States;
- (11) Been convicted of a violation of the Tax-General Article, Title 13, Subtitle 7 or Subtitle 10, Annotated Code of Maryland;
- (12) Been found to have willfully or knowingly violated State Prevailing Wage Laws as provided in the State Finance and Procurement Article, Title 17, Subtitle 2, Annotated Code of Maryland, if:
 - (a) A court:

- 39. (i) Made the finding; and
 - 40. (ii) Decision became final; or
 - (b) The finding was:
 - 41. (i) Made in a contested case under the Maryland Administrative Procedure act; and
 - 42. (ii) Not overturned on judicial review;
 - (13) Been found to have willfully or knowingly violated State Living Wage Laws as provided in the State Finance and Procurement Article, Title 18, Annotated Code of Maryland, if:
 - (a) A court:
 - 43. (i) Made the finding; and
 - 44. (ii) Decision became final; or
 - (b) The finding was:
 - 45. (i) Made in a contested case under the Maryland Administrative Procedure act; and
 - 46. (ii) Not overturned on judicial review;
 - (14) Been found to have willfully or knowingly violated the Labor and Employment Article, Title 3, Subtitles 3, 4, or 5, or Title 5, Annotated Code of Maryland, if:
 - (a) A court:
 - 47. (i) Made the finding; and
 - 48. (ii) Decision became final; or
 - (b) The finding was:
 - 49. (i) Made in a contested case under the Maryland Administrative Procedure act; and
 - 50. (ii) Not overturned on judicial review; or
 - (15) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§ B and C and subsections D(1)—(14) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):
-
-

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

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

of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person’s involvement in any activity that formed the grounds of the debarment or suspension).

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

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

G. SUBCONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

- (1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying Proposal that is being submitted; or
- (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the Proposal price of the Offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying Proposal is submitted.

I. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT:

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

J. CONTINGENT FEES**I FURTHER AFFIRM THAT:**

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

K. CERTIFICATION REGARDING INVESTMENTS IN IRAN

- (1) The undersigned certifies that, in accordance with State Finance and Procurement Article, §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. PROHIBITING DISCRIMINATORY BOYCOTTS OF ISRAEL**I FURTHER AFFIRM THAT:**

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

N. I FURTHER AFFIRM THAT:

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

O. ACKNOWLEDGEMENT

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

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

By: _____
Signature of Authorized Representative and Affiant

Printed Name: _____
Printed Name of Authorized Representative and Affiant

Title: _____
Title

Date: _____
Date

ATTACHMENT C - CONTRACT AFFIDAVIT

A. AUTHORITY

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

B. CERTIFICATION OF REGISTRATION OR QUALIFICATION WITH THE STATE DIVISION 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 Division of Assessments and Taxation. The name and address of its resident agent (IF APPLICABLE) filed with the State Division of Assessments and Taxation is:

Name and Division ID
Number: _____ Address: _____

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

E. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement Division and the Division head or the Division head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement Division'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/Proposal, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
 - (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
 - (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
 - (c) Prohibit its employees from working under the influence of drugs or alcohol;
 - (d) Not hire or assign to work on the contract anyone who the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
 - (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
 - (f) Establish drug and alcohol abuse awareness programs to inform its employees about:

The dangers of drug and alcohol abuse in the workplace;

The business's policy of maintaining a drug and alcohol free workplace;

Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and

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:

Abide by the terms of the statement; and

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:

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

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:

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 _____, 201____, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

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

Date: _____

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

_____ (signature of Authorized Representative and Affiant)

ATTACHMENT D - MINORITY BUSINESS ENTERPRISE FORMS

The Minority Business Enterprise (MBE) subcontractor participation goal for this solicitation is 0%.

ATTACHMENT E - PRE-PROPOSAL CONFERENCE RESPONSE FORM

Solicitation Number <<solicitation number>>

Electronic Monitoring for Community Supervision

A Pre-proposal conference will be held at <<time >>, on <<date >>, at <<full address of Conference>>. Please return this form by <<date>>, advising whether or not you plan to attend.

Return this form to the Procurement Officer via e-mail:

Tiara Davis
DPSCS
300 East Joppa Road, Suite 1000
Towson, Maryland 21286
E-mail:Tiara.Davis1@maryland.gov

Please indicate:

_____ Yes, the following representatives will be in attendance:

- 1.
- 2.
- 3.

_____ No, we will not be in attendance.

Please specify whether any reasonable accommodations are requested (see RFP § 1.7 “Pre-proposal conference”):

Signature

Title

Name of Firm (please print)

<<INSERT DIRECTIONS TO PREPROPOSAL CONFERENCE >>

ATTACHMENT F - PRICE SHEET

Included as a separate excel document.

ATTACHMENT G - LIVING WAGE REQUIREMENTS FOR SERVICE CONTRACTS

Living Wage Requirements for Service Contracts

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

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

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

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

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

J. Information pertaining to reporting obligations may be found by going to the Division of Labor and Industry website <http://www.dllr.state.md.us/labor/> and clicking on Living Wage for State Service Contracts.

ATTACHMENT G-1 Maryland Living Wage Requirements 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 its 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):

___ The employee(s) proposed to work on the contract will spend less than one-half of the employee’s time during any work week on the contract

___ The employee(s) proposed to work on the contract is 17 years of age or younger during the duration of the contract; or

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

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

Name of Authorized Representative: _____

Signature of Authorized Representative Date

Title

Witness Name (Typed or Printed)

Witness Signature Date

(submit with Bid/Proposal)

ATTACHMENT H - FEDERAL FUNDS ATTACHMENT

This solicitation does not include a Federal Funds Attachment.

ATTACHMENT I - CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

Reference COMAR 21.05.08.08

(submit with Bid/Proposal)

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

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

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

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

E. The Bidder/Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the Bidder/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/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 J - NON-DISCLOSURE AGREEMENT (CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made by and between the State of Maryland (the “State”) and _____ (the “Contractor”).

RECITALS

WHEREAS, the Contractor has been awarded a contract (the “Contract”) following the solicitation for Electronic Monitoring for Community Supervision Solicitation # 060B8400058; and

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

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

1. Regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such, Confidential Information means (1) any and all information provided by or made available by the State to the Contractor in connection with the Contract and (2) any and all personally identifiable information (PII) (including but not limited to personal information as defined in Md. Ann. Code, General Provisions §4-101(h) and in Md. Ann. Code, State Govt. § 10-1301(c)) and protected health information (PHI) that is provided by a person or entity to the Contractor in connection with this Contract. Confidential Information includes, by way of example only, information that the Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the Contract.
2. Contractor shall not, without the State’s prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information except for the sole and exclusive purpose of performing under the Contract. Contractor shall limit access to the Confidential Information to the Contractor’s Personnel who have a demonstrable need to know such Confidential Information in order to perform under the Contract and who are bound by confidentiality obligations at least as restrictive as those set forth in this Agreement. Contractor shall provide copies of such agreements to the State upon request. The names of the such Personnel are attached hereto and made a part hereof as ATTACHMENT J-1. Contractor shall update ATTACHMENT J-1 by adding additional names (whether Contractor’s personnel or a subcontractor’s personnel) as needed, from time to time.
3. If the Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the Contractor’s performance of the Contract or who will otherwise have a role in performing any aspect of the Contract, the Contractor shall first obtain the written consent of the State to any such dissemination. The State may grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion.
4. Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, to adopt or establish operating procedures and physical security measures, and to take all

other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and to prevent all or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.

5. Contractor shall promptly advise the State in writing if it learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of the Contractor's Personnel or the Contractor's former Personnel. Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).

6. Contractor shall, at its own expense, return to the State all Confidential Information in its care, custody, control or possession upon request of the State or on termination of the Contract.

7. A breach of this Agreement by the Contractor or by the Contractor's Personnel shall constitute a breach of the Contract between the Contractor and the State.

8. Contractor acknowledges that any failure by the Contractor or the Contractor's Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The Contractor consents to personal jurisdiction in the Maryland State Courts. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and to seek damages from the Contractor and the Contractor's Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the Contractor or any of the Contractor's Personnel to comply with the requirements of this Agreement, the Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and costs.

10. The parties further agree that:

- a. This Agreement shall be governed by the laws of the State of Maryland;
- b. The rights and obligations of the Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;
- c. The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
- d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
- e. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures;
- f. The Recitals are not merely prefatory but are an integral part hereof; and
- g. The effective date of this Agreement shall be the same as the effective date of the Contract entered into by the parties.

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

Contractor: _____ Department of Information Technology (DoIT)

By: _____ (SEAL) By: _____

Printed Name: _____ Printed Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

NON-DISCLOSURE AGREEMENT – ATTACHMENT J-2

CERTIFICATION TO ACCOMPANY RETURN OF CONFIDENTIAL INFORMATION

I AFFIRM THAT:

To the best of my knowledge, information, and belief, and upon due inquiry, I hereby certify that: (i) all Confidential Information which is the subject matter of that certain Non-Disclosure Agreement by and between the State of Maryland and

_____ (“Contractor”) dated _____, 20____ (“Agreement”) is attached hereto and is hereby returned to the State in accordance with the terms and conditions of the Agreement; and (ii) I am legally authorized to bind the Contractor to this affirmation.

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

DATE: _____

NAME OF CONTRACTOR: _____

BY: _____

(Signature)

TITLE: _____

(Authorized Representative and Affiant)

ATTACHMENT K - HIPAA BUSINESS ASSOCIATE AGREEMENT

This solicitation does not require a HIPAA Business Associate Agreement.

ATTACHMENT L - MERCURY AFFIDAVIT

**MERCURY AFFIDAVIT
(submit with Bid/Proposal)**

AUTHORIZED REPRESENTATIVE THEREBY AFFIRM THAT:

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

MERCURY CONTENT INFORMATION:

The product(s) offered do not contain mercury.

OR

The product(s) offered do contain mercury.

In an attachment to this Mercury Affidavit:

- (1) Describe the product or product component that contains mercury.
- (2) Provide the amount of mercury that is contained in the product or product component. Indicate the unit of measure being used.

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/Proposal shall be construed to supersede, amend, modify, or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this affidavit, (2) the contract, and (3) other affidavits comprising part of the contract.

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

_____ By: _____
Date Signature

Print Name: _____
Authorized Representative and Affiant

ATTACHMENT M - VETERAN-OWNED SMALL BUSINESS ENTERPRISE

The Veteran-Owned Small Business Enterprise (VSBE) subcontractor participation goal for this solicitation is 0%.

ATTACHMENT N - LOCATION OF THE PERFORMANCE OF SERVICES DISCLOSURE

(Submit with Bid/Proposal)

Pursuant to Md. Ann. Code, State Finance and Procurement Article, § 12-111, and in conjunction with the Bid/Proposal submitted in response to Solicitation No. _____, the following disclosures are hereby made:

- 1. At the time of Bid/Proposal submission, the Bidder/Offeror and/or its proposed subcontractors:
 - ___ have plans
 - ___ have no plans

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

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

ATTACHMENT O - DHS HIRING AGREEMENT

This solicitation does not require a DHS Hiring Agreement.

ATTACHMENT P - NON-DISCLOSURE AGREEMENT (OFFEROR)

This solicitation does not require a Non-Disclosure Agreement (Offeror).