



**STATE OF MARYLAND**  
**DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONAL**  
**SERVICES (DPPSCS)**  
**INVITATION FOR BID (IFB)**  
**DIVISION OF PAROLE AND PROBATION (DPP)**  
**RISK ASSESSMENT VALIDATION**  
**EMMA IFB NUMBER BPM023301**

**ISSUE DATE: 3/19/2021**

**NOTICE**

A Prospective Bidder that has received this document from a source other than eMarylandMarketplace (eMMA) <https://procurement.maryland.gov> should register on eMMA. See **Section 4.2**.

Minority Business Enterprises Are Encouraged to Respond to this Solicitation.

**SMALL BUSINESS RESERVE PROCUREMENT**

**This is a Small Business Reserve Procurement for which award will be limited to certified small business vendors. Only businesses that meet the statutory requirements set forth in State Finance and Procurement Article, §§14-501 —14-505, Annotated Code of Maryland, and that are certified by the State of Maryland Small Business Reserve Program are eligible for award of a contract.**

**VENDOR FEEDBACK FORM**

To help us improve the quality of State solicitations, and to make our procurement process more responsive and business friendly, please provide comments and suggestions regarding this solicitation. Please return your comments with your response. If you have chosen not to respond to this solicitation, please email or fax this completed form to the attention of the Procurement Officer (see Key Information Summary Sheet below for contact information).

**Title: Division of Parole and Probation (DPP) Risk Assessment Validation**  
**Solicitation No: BPM023301**

1. If you have chosen not to respond to this solicitation, please indicate the reason(s) below:
  - Other commitments preclude our participation at this time
  - The subject of the solicitation is not something we ordinarily provide
  - We are inexperienced in the work/commodities required
  - Specifications are unclear, too restrictive, etc. (Explain in REMARKS section)
  - The scope of work is beyond our present capacity
  - Doing business with the State is simply too complicated. (Explain in REMARKS section)
  - We cannot be competitive. (Explain in REMARKS section)
  - Time allotted for completion of the Bid is insufficient
  - Start-up time is insufficient
  - Bonding/Insurance requirements are restrictive (Explain in REMARKS section)
  - Bid requirements (other than specifications) are unreasonable or too risky (Explain in REMARKS section)
  - MBE or VSBE requirements (Explain in REMARKS section)
  - Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section)
  - Payment schedule too slow
  - Other: \_\_\_\_\_

2. If you have submitted a response to this solicitation, but wish to offer suggestions or express concerns, please use the REMARKS section below. (Attach additional pages as needed.)

REMARKS:

\_\_\_\_\_  
\_\_\_\_\_

Vendor Name: \_\_\_\_\_ Date: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Address: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**STATE OF MARYLAND**  
**DPSCS**  
**KEY INFORMATION SUMMARY SHEET**

<b>Invitation for Bid</b>	Services, Division of Parole and Probation (DPP) Risk Assessment Validation
<b>Solicitation Number:</b>	BPM023301
<b>IFB Issue Date:</b>	3/19/2021
<b>IFB Issuing Office:</b>	Department of Public Safety and Correctional Services (DPSCS)
<b>Procurement Officer:</b> <b>e-mail:</b>	Michelle Frierson 300 Joppa Road, Suite 1100, Towson, Maryland 21286 michelle.frierson1@Maryland.gov
<b>Pre-Bid Conference:</b>	No
<b>Bids are to be sent to:</b>	Via eMaryland Maryland Marketplace Advantage <a href="https://emma.maryland.gov/page.aspx/en/usr/login?ReturnUrl=%2fpage.aspx%2fen%2fbuy%2fhomepage">https://emma.maryland.gov/page.aspx/en/usr/login?ReturnUrl=%2fpage.aspx%2fen%2fbuy%2fhomepage</a>
<b>Bid Due (Closing) Date and Time:</b>	<b>3/26/2021 at 10:00 AM Local Time</b> Bidders are reminded that a completed Feedback Form is requested if a no-bid decision is made (see <b>page ii</b> ).
<b>Contract Type:</b>	Firm Fixed Price
<b>Contract Duration:</b>	One year base period
<b>Primary Place of Performance:</b>	Division of Parole and Probation 6776 Reisterstown Road, Baltimore, MD 21215
<b>SBR Designation:</b>	Yes
<b>MBE Goal:</b>	No
<b>VSBE Goal:</b>	No.

## TABLE OF CONTENTS – IFB

<b>1</b>	<b>Minimum Qualifications.....</b>	<b>1</b>
1.1	Bidder Minimum Qualifications.....	1
<b>2</b>	<b>Contractor Requirements: Scope of Work .....</b>	<b>2</b>
2.1	Summary Statement.....	2
2.2	Background, Purpose and Goals.....	2
2.3	Responsibilities and Tasks.....	3
2.4	Deliverables.....	4
2.5	Insurance Requirements .....	5
2.6	Security Requirements.....	6
2.7	Problem Escalation Procedure.....	7
2.8	SOC 2 Type 2 Audit Report .....	8
2.9	Experience and Personnel.....	8
2.10	Substitution of Personnel.....	9
2.11	Minority Business Enterprise (MBE) Reports.....	<b>Error! Bookmark not defined.</b>
2.12	Veteran Small Business Enterprise (VSBE) Reports .....	<b>Error! Bookmark not defined.</b>
2.13	Work Orders .....	12
2.14	Additional Clauses.....	12
<b>3</b>	<b>Procurement Instructions.....</b>	<b>13</b>
3.1	Pre-Bid Conference (Virtual) .....	<b>Error! Bookmark not defined.</b>
3.2	eMaryland Marketplace Advantage (eMMA) .....	13
3.3	Questions .....	13
3.4	Procurement Method .....	13
3.5	Bid Due (Closing) Date and Time .....	13
3.6	Multiple or Alternate Bids.....	14
3.7	Economy of Preparation .....	<b>Error! Bookmark not defined.</b>
3.8	Public Information Act Notice .....	14
3.9	Award Basis.....	14
3.10	Oral Presentation .....	14
3.11	Duration of Bid.....	14
3.12	Revisions to the IFB .....	14
3.13	Cancellations .....	14

3.14 Incurred Expenses ..... 15

3.15 Protest/Disputes ..... 15

3.16 Bidder Responsibilities..... 15

3.17 Acceptance of Terms and Conditions..... 15

3.18 Bid Affidavit..... 15

3.19 Contract Affidavit..... 16

3.20 Compliance with Laws/Arrearages ..... 16

3.21 Verification of Registration and Tax Payment ..... 16

3.22 False Statements ..... 16

3.23 Payments by Electronic Funds Transfer ..... 16

3.24 Prompt Payment Policy ..... **Error! Bookmark not defined.**

3.25 Electronic Procurements Authorized..... 17

3.26 MBE Participation Goal ..... 18

3.27 VSBE Goal ..... 18

3.28 Living Wage Requirements ..... 18

3.29 Federal Funding Acknowledgement..... 18

3.30 Conflict of Interest Affidavit and Disclosure ..... 18

3.31 Non-Disclosure Agreement ..... 19

3.32 HIPAA - Business Associate Agreement ..... 19

3.33 Nonvisual Access ..... 19

3.34 Mercury and Products That Contain Mercury ..... 19

3.35 Location of the Performance of Services Disclosure ..... 19

3.36 Department of Human Services (DHS) Hiring Agreement..... 19

3.37 Small Business Reserve (SBR) Procurement ..... 19

3.38 Maryland Healthy Working Families Act Requirements ..... 21

**4 Bid Format ..... 23**

4.1 One Part Submission ..... 23

4.2 Bid Delivery and Packaging..... 23

**5 IFB ATTACHMENTS AND APPENDICES ..... 24**

**Attachment A. Pre-Bid Conference Response Form.....Error! Bookmark not defined.**

**Attachment B. Bid Instructions & Form..... 28**

**Attachment C. Bid Affidavit..... 30**

Attachment D. Minority Business Enterprise (MBE) Forms .....Error! Bookmark not defined.

Attachment E. Maryland Living Wage Affidavit of Agreement for Service Contracts ..... Error!  
Bookmark not defined.

Attachment F. Federal Funds Attachments.....Error! Bookmark not defined.

Attachment G. Conflict of Interest Affidavit and Disclosure ..... 31

Attachment H. Non-Disclosure Agreement (Contractor) ..... 32

Attachment I. HIPAA Business Associate Agreement..... 33

Attachment J. Mercury Affidavit..... 34

Attachment K. Location of the Performance of Services Disclosure ..... 35

Attachment L. Contract..... 36

Attachment M. Contract Affidavit ..... 37

Attachment N. DHS Hiring Agreement..... 38

Appendix 1. – Abbreviations and Definitions..... 39

Appendix 2. – Bidder Information Sheet ..... 43

Appendix 3. – Vendor Pre-Employment Process.....Error! Bookmark not defined.

## 1 Minimum Qualifications

### 1.1 Bidder Minimum Qualifications

The Bidder must document in its Bid that, within the last three (3) years, the following Minimum Qualifications have been met:

The Bidder shall have three (3) years of experience in validation and assessment of a Risk Management Tool in a state or federal public safety department and/ correctional environment.

Required Documentation: As proof of meeting this requirement, the Bidder shall provide with its Bid a minimum of three (3) references or names of public safety departments and /or correctional facilities they have done business with in the past three (3) years.

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## 2 Contractor Requirements: Scope of Work

### 2.1 Summary Statement

- 2.1.1** The Department of Public Safety and Correctional Services (DPSCS) is issuing this Invitation for Bid (IFB) on the behalf of the Division of Parole and Probation (DPP) in order to conduct an assessment of its Risk Assessment tool and the effectiveness thereof.
- 2.1.2** It is the State's intention to obtain goods and services, as specified in this IFB, from a Contract between the selected Bidder and the State.
- 2.1.3** The DPSCS intends to make a single award according to the IFB as a result of this IFB. See IFB **Section 3.7 Award Basis** for more Contract award information.
- 2.1.4** A Bidder, either directly or through its subcontractor(s), must be able to provide all goods and services and meet all of the requirements requested in this solicitation and the successful Bidder (the Contractor) shall remain responsible for Contract performance regardless of subcontractor participation in the work.
- 2.1.5** Maryland State and local entities as defined in Finance and Procurement 13-110(a)(5)(i) and not-for-profit entities within the State of Maryland may purchase from the Contractor goods or services covered by the Contract at the same prices chargeable to the State. All such purchases by non-executive branch entities, non-State governments, government agencies or not-for-profit entities:
- A. Shall constitute Contracts between the Contractor and that government, agency or not-for-profit entity;
  - B. Shall not constitute purchases by the State or State agencies under the Contract;
  - C. Shall not be binding or enforceable against the State; and
  - D. May be subject to other terms and conditions agreed to by the Contractor and the purchaser.
- 2.1.6** All Contract prices, terms, and conditions must be provided to any Maryland local government or not-for-profit entity requesting services under the Contract. 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.

### 2.2 Background, Purpose and Goals

The Maryland Department of Public Safety and Correctional Services (DPSCS), through the Division of Parole and Probation (DPP), seeks validation of its risks/needs assessment tool. The current assessment tool is an actuarial tool that determines the static and dynamic risks and needs of an individual as they relate to the risk for reoffending. The tool also assesses whether the individual may be amenable to community intervention/treatment for the intended purpose of risk reduction. The implementation of the assessment tool was a recommendation of Maryland's Justice Reinvestment Coordination Council (JRCC), which was formed in 2015. Maryland joined 33 other states, which had participated in the Justice Reinvestment Initiative (JRI). JRI provides technical assistance to states interested in a data-driven process to identify areas of improvement to policy and practice that can reduce the number of people in prison, control costs, and protect public safety.<sup>1</sup> Maryland Senate Bill 1005 (2016), encapsulated many of the recommendations from the Justice Reinvestment Act (JRA), which took effect on October 1, 2017. As a result of JRA, DPP has been legislatively mandated to conduct a validation study of their risk/needs assessment tool.



### **2.2.1 Project Goals**

- A. To provide an analysis of the current risk/needs assessment tool.
- B. To assess the administration and data of current risk/needs assessment tool.
- C. To provide recommendations for accuracy and rater reliability of the current risk/needs assessment tool.
- D. To complete and submit a final report relevant to the validation of the current risk/needs assessment tool.

### **2.2.2 Other State Responsibilities**

- A. The State will provide normal office working facilities and equipment reasonably necessary for Contractor performance under the Contract. Any special requirements (e.g., reprographic services, computer time, key data entry) shall be identified.
- B. The State is responsible for providing required information, data, documentation, and test data to facilitate the Contractor's performance of the work, and will provide such additional assistance and services as is specifically set forth.

## **2.3 Responsibilities and Tasks**

### **2.3.1 Develop A Project Plan**

#### **Develop A Project Plan**

The contractor shall consult with a steering committee of DPSCS: DPP staff responsible for providing oversight in the daily utilization of the Risk Assessment Tool. The contractor will analyze current classification operations to validate the effectiveness of the classification factors being used in the risk/needs assessment. The contractor shall review the current classification risk tool and provide an analysis on the following:

- Classification goals
- Gender responsivity
- Policies and procedures
- Evidence based core correctional practices
- Recidivism
- Analysis of the effectiveness across the classification of offenders

The contractor shall provide a timeline for the on-site review (Single Location) of the Risk/Need Assessment Tool and present a project plan to the DPSCS: DPP steering committee for review and approval. The timeline will include virtual meetings in which documentation can be transmitted as part of the study materials. The project plan shall be submitted within 60 days of initial review by the contractor.

The on-site review and any meetings between the vendor and the DPP Steering

Committee will be conducted pursuant to COVID-19 standard or conduct via teleconference or virtual conferencing.

### **2.3.2 Validate The Assessment Tool**

The contractor shall analyze data by supervision level, gender and recidivism to assess the validity of the risk factors for initial classification and reclassification.

#### **2.3.2.1 Ongoing Maintenance and Assistance**

The contractor shall provide follow-up assistance to address questions regarding and the issuance of an after-action report within four months after publication and implementation of any recommendations that impact the accuracy of the Risk/Need Assessment Tool as verification that the desired outcomes have been achieved. Technical assistance may be provided via email, conference call, video screen, or review of documents/screenshots as requested by DPP staff.

### **2.3.3 Present Final Assessment and Recommendations**

The contractor shall present the validated assessment and recommendations of the Risk/Need Assessment Tool to the DPSCS: DPP steering committee and executive staff in person. The presentation(s) shall include a review of the following:

- A. Methodology used;
- B. Demonstrate how evidence based core correctional practices were used to address simplified scoring, increased objectivity, data tracking, monitoring and
- C. Recommendations for supervision level distribution to include recommendations specific to gender and special populations.

### **2.3.4 Prepare Final Report**

A final report shall be submitted to DPP, which documents the validation of the DPP Risk/Need Assessment Tool. This report shall be in an electronic format, appropriate for distribution to the Legislature, administrative, supervisory and line staff. It shall also provide baseline data for tracking any suggested modifications to the system proposed by the contractor. The report shall document:

- a. Statement of Needs
- b. Assessment of the Risk Assessment Tool
- c. Classification Issues, Trends, and Questions
- d. The Methodology of the Risk Assessment
- e. Predictive Power of the Current and Proposed Individual risk factors
- f. Predictive Power of the Current and Proposed System
- g. Risk/Need Assessment Tool Recommendations
- h. Conclusion

## **2.4 Deliverables**

The Contractor shall present a Final Assessment and Recommendation in draft form to be reviewed and acceptance by DPSCS within 180 days of beginning the Study. DPSCS will review the draft and within 30 days of receipt thereof will approve the draft or identify areas of change to the Contractor for revision. The Final Report will be submitted in draft form within 60 days of acceptance and approval of the Final Assessment and Recommendation and will be reviewed and accepted by DPSCS within 30 days of receipt and if there are corrections and changes that will be required before acceptance and approval by DPSCS the Contractor will be granted an additional 30days to make all necessary corrections and changes required for final approval.

#### 2.4.1 MBE Liquidated Damages

Inapplicable because there is no MBE goal for this IFB.

#### 2.4.2 Liquidated Damages other than MBE

This section is inapplicable to this IFB.

### 2.5 Insurance Requirements

The Contractor shall maintain, at a minimum, the insurance coverages outlined below, or any minimum requirements established by law if higher, for the duration of the Contract, including option periods, if exercised:

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

- A. Errors and Omissions/Professional Liability - \$1,000,000 per combined single limit per claim and \$3,000,000 annual aggregate.
- B. Crime Insurance/Employee Theft Insurance - to cover employee theft with a minimum single loss limit of \$1,000,000 per loss, and a minimum single loss retention not to exceed \$10,000. The State of Maryland and the DPSCS should be added as a "loss payee."
- C. Worker's Compensation - The Contractor shall maintain such insurance as necessary or as required under Workers' Compensation Acts, the Longshore and Harbor Workers' Compensation Act, and the Federal Employers' Liability Act, to not be less than one million dollars (\$1,000,000) per occurrence (unless a state's law requires a greater amount of coverage). Coverage must be valid in all states where work is performed.

2.5.2 The State shall be listed as an additional insured on the faces of the certificates associated with the coverages listed above, including umbrella policies, excluding Workers' Compensation Insurance and professional liability.

2.5.3 All insurance policies shall be endorsed to include a clause requiring the insurance carrier provide the Procurement Officer, by certified mail, not less than 30 days' advance notice of any non-renewal, cancellation, or expiration. The Contractor shall notify the Procurement Officer in writing, if policies are cancelled or not renewed within five (5) days of learning of such cancellation or nonrenewal. The Contractor shall provide evidence of replacement insurance coverage to the Procurement Officer at least 15 days prior to the expiration of the insurance policy then in effect.

2.5.4 Any insurance furnished as a condition of the Contract shall be issued by a company authorized to do business in the State.

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

2.5.6 Subcontractor Insurance

The Contractor shall require any subcontractors to obtain and maintain comparable levels of coverage and shall provide the Contract Monitor with the same documentation as is required of the Contractor.

## **2.6 Security Requirements**

The following requirements are applicable to the Contract:

### **2.6.1 Employee Identification**

- A. 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 Contractor Personnel shall provide additional photo identification.
- B. 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.
- C. Contractor shall remove any Contractor Personnel from working on the Contract where the State determines, in its sole discretion that Contractor Personnel has not adhered to the Security requirements specified herein.
- D. 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.

### **2.6.2 Security Clearance / Criminal Background Check**

The Contractor shall obtain from each individual assigned to work on the Contract a statement permitting a criminal background check. The DPSCS will obtain a criminal background check for each individual using a source of its choosing. The Contract Monitor reserves the right to reject any individual based upon the results of the background check.

- A. 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.
- B. The CJIS criminal record check of each Contractor Personnel who will work on State premises shall be reviewed by the Contractor for convictions of any of the following crimes described in the Annotated Code of Maryland, Criminal Law Article:
  - 1) §§ 6-101 through 6-104, 6-201 through 6-205, 6-409 (various crimes against property);
  - 2) any crime within Title 7, Subtitle 1 (various crimes involving theft);
  - 3) §§ 7-301 through 7-303, 7-313 through 7-317 (various crimes involving telecommunications and electronics);
  - 4) §§ 8-201 through 8-302, 8-501 through 8-523 (various crimes involving fraud);
  - 5) §§9-101 through 9-417, 9-601 through 9-604, 9-701 through 9-706.1 (various crimes against public administration); or

- 6) a crime of violence as defined in CL § 14-101(a).
- C. Contractor Personnel with access to systems supporting the State or to State data who have been convicted of a felony or of a crime involving telecommunications and electronics from the above list of crimes shall not be permitted to work on State premises under the Contract; Contractor Personnel who have been convicted within the past five (5) years of a misdemeanor from the above list of crimes shall not be permitted to work on State premises.
- D. A particular on-site location covered by the Contract may require more restrictive conditions regarding the nature of prior criminal convictions that would result in Contractor Personnel not being permitted to work on those premises. Upon receipt of a location's more restrictive conditions regarding criminal convictions, the Contractor shall provide an updated certification regarding the Contractor Personnel working at or assigned to those premises.

### 2.6.3 On-Site Security Requirement(s)

- A. 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.
  - 1) 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.
  - 2) 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) 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.
- B. Any Contractor Personnel who enters the premises of a facility under the jurisdiction of the DPSCS may be searched, fingerprinted (for the purpose of a criminal history background check), photographed and required to wear an identification card issued by the DPSCS.
- C. 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 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.

## 2.7 Problem Escalation Procedure

- 2.7.1 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.

**2.7.2** 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.

**2.7.3** 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:

- A. The process for establishing the existence of a problem;
- B. Names, titles, and contact information for progressively higher levels of personnel in the Contractor's organization who would become involved in resolving a problem;
- C. For each individual listed in the Contractor's PEP, the maximum amount of time a problem will remain unresolved with that individual before the problem escalates to the next contact person listed in the Contractor's PEP;
- D. Expedited escalation procedures and any circumstances that would trigger expediting them;
- E. The method of providing feedback on resolution progress, including the frequency of feedback to be provided to the State;
- F. Contact information for persons responsible for resolving issues after normal business hours (e.g., evenings, weekends, holidays) and on an emergency basis; and
- G. A process for updating and notifying the Contract Monitor of any changes to the PEP.

**2.7.4** 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.

## **2.8 SOC 2 Type 2 Audit Report**

A SOC 2 Type 2 Report is not a Contractor requirement for this Contract.

## **2.9 Experience and Personnel**

### **2.9.1 Preferred Bidder Experience**

The following experience is expected and will be evaluated (see **Section 1**):

- A. Demonstrated knowledge of risk/need assessment instrument validation.
- B. Prior senior level experience:
  - 1) Analyzing risk/need assessment systems;
  - 2) Drawing representative samples of key offender male and female populations;
  - 3) Compiling the data;

- 4) Analyzing the data; and,
  - 5) Documenting the validation effort.
- C. Breadth of knowledge in reviewing and validating risk/need assessment systems, setting goals, conducting detailed analyses of risk/need assessment instruments, and documenting the validation effort.
- D. Personnel Experience  
The following experience is expected and will be evaluated (see **Section 1**):
- E. Demonstrated knowledge of risk/need assessment instrument processes and procedures.
- F. Prior senior level experience reviewing:
1. Written risk/need assessment policies and procedures;
  2. Current risk/need assessment instruments;
  3. Current automated management reports, including relevant statistics regarding the risk/need assessment system;
  4. Agency staffing and budget; and
  5. Any recently enacted or pending legislation or administrative policies that may impact risk/need assessment or supervision practices.
- G. Breadth of knowledge in reviewing and validating risk/need assessment systems, setting goals, conducting detailed analyses of risk/need assessment instruments, and documenting the validation effort.

## 2.10 Substitution of Personnel

### 2.10.1 Continuous Performance of Key Personnel

When Key Personnel are identified by the Contractor as necessary for the fulfillment of the Contract requirements herein, the following apply:

- A. Key Personnel shall be available to perform Contract requirements as of the NTP Date. Unless explicitly authorized by the Contract Monitor or specified in the Contract, Key Personnel shall be assigned to the State of Maryland as a dedicated resource.
- B. Key Personnel shall perform continuously for the duration of the Contract, or such lesser duration as specified in the Bid. Key Personnel may not be removed by the Contractor from working under the Contract without the prior written approval of the Contract Monitor.
- C. The provisions of this section apply to Key Personnel identified in any Task Order bid and agreement, if issued, and any Work Order Request and Work Order, if issued.

### 2.10.2 Definitions

For the purposes of this section, the following definitions apply:

- A. **Extraordinary Personal Event** – means any of: leave under the Family Medical Leave Act; an Incapacitating injury or Incapacitating illness; or other circumstances



that in the sole discretion of the State warrant an extended leave of absence, such as extended jury duty or extended military service that precludes the individual from performing his/her job duties under the Contract.

- B. **Incapacitating** – means any health circumstance that substantially impairs the ability of an individual to perform the job duties described for that individual’s position in the IFB or the Contractor’s Bid.

### 2.10.3 Contractor Personnel General Substitution Provisions

The following provisions apply to all of the circumstances of Contractor Personnel substitution described in **Section 2.10.4**.

- A. The Contractor shall demonstrate to the Contract Monitor’s satisfaction that the proposed substitute has qualifications at least equal to those of the Contractor Personnel proposed to be replaced.
- B. The Contractor shall provide the Contract Monitor with a substitution request that shall include:
  - 1) A detailed explanation of the reason(s) for the substitution request;
  - 2) The resume of the proposed substitute, signed by the substituting individual and his/her formal supervisor;
  - 3) The official resume of the current personnel for comparison purposes; and
  - 4) Evidence of any required credentials.
- C. The Contract Monitor may request additional information concerning the proposed substitution and may interview the proposed substitute personnel prior to deciding whether to approve the substitution request.
- D. The Contract Monitor will notify the Contractor in writing of: (i) the acceptance or denial, or (ii) contingent or temporary approval for a specified time limit, of the requested substitution. The Contract Monitor will not unreasonably withhold approval of a proposed Contractor Personnel replacement.

### 2.10.4 Replacement Circumstances

- A. Directed Personnel Replacement
  - 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, DPSCS policies, or Contract requirements. Normally, a directed personnel replacement will occur only after prior notification of problems with requested remediation, as described in paragraph **2.10.4.A.2**.
  - 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.
- 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.
  - 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.
  - 5) If the Contract Monitor determines to direct substitution under **2.10.4.A.1**, 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.
  - 6) In circumstances of directed removal, the Contractor shall, in accordance with paragraph **2.10.4.A.1** of this section, 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.

B. Key Personnel Replacement

- 1) To replace any Key Personnel in a circumstance other than as described in **2.10.4.B**, including transfers and promotions, the Contractor shall submit a substitution request as described in **Section 2.10.3** to the Contract Monitor at least fifteen (15) days prior to the intended date of change. A substitution may not occur unless and until the Contract Monitor approves the substitution in writing.
- 2) Key Personnel Replacement Due to Sudden Vacancy
  - a) The Contractor shall replace Key Personnel whenever a sudden vacancy occurs (e.g., Extraordinary Personal Event, death, resignation, termination). A termination or resignation with thirty (30) days or more advance notice shall be treated as a replacement under **Section 2.10.4.B.1**.
  - b) Under any of the circumstances set forth in this paragraph B, the Contractor shall identify a suitable replacement and provide the same information and items required under **Section 2.10.3** within fifteen (15) days of the actual vacancy occurrence or from when the Contractor first knew or should have known that the vacancy would be occurring, whichever is earlier.
- 3) Key Personnel Replacement Due to an Indeterminate Absence
  - a) If any Key Personnel has been absent from his/her job for a period of ten (10) days and it is not known or reasonably anticipated that the individual will be returning to work within the next twenty (20) days to fully resume all job duties, before the 25th day of continuous absence,

the Contractor shall identify a suitable replacement and provide the same information and items to the Contract Monitor as required under **Section 2.10.3**.

- b) However, if this person is available to return to work and fully perform all job duties before a replacement has been authorized by the Contract Monitor the Contract Monitor may, at his/her sole discretion, authorize the original personnel to continue to work under the Contract, or authorize the replacement personnel to replace the original personnel, notwithstanding the original personnel's ability to return.

#### **2.10.5 Substitution Prior to and Within 30 Days After Contract Execution**

Prior to Contract execution or within thirty (30) days after Contract execution, the Bidder may not substitute proposed Key Personnel except under the following circumstances (a) for actual full-time personnel employed directly by the Bidder: the vacancy occurs due to the sudden termination, resignation, or approved leave of absence due to an Extraordinary Personal Event, or the death of such personnel; and (b) for any temporary staff, subcontractors or 1099 contractors: the vacancy occurs due to an Incapacitating event or the death of such personnel. To qualify for such substitution, the Bidder must demonstrate to the State's satisfaction the event necessitating substitution. Proposed substitutions shall be of equal caliber or higher, in the State's sole discretion. Proposed substitutes deemed by the State to be less qualified than the originally proposed individual may be grounds for pre-award disqualification or post-award termination.

#### **2.11 Work Orders**

THIS SECTION IS INAPPLICABLE TO THIS IFB.

#### **2.12 Additional Clauses**

The Contractor shall be subject to the requirements in this section and shall flow down the provisions of **Sections 3.14.1** in all subcontracts.

##### **2.12.1 No-Cost Extensions**

In accordance with BPW Advisory 1995-1 item 7.b, 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. Notwithstanding anything to the contrary, no funds may be added to the Contract in connection with any such extension.

### 3 Procurement Instructions

#### 3.1 eMaryland Marketplace Advantage (eMMA)

- 3.1.1 eMMA is the electronic commerce system for the State of Maryland. The IFB, Conference summary and attendance sheet, Bidders' questions and the Procurement Officer's responses, addenda, and other solicitation-related information will be made available via eMMA.
- 3.1.2 In order to receive a contract award, a vendor must be registered on eMMA. Registration is free. Go to [emma.maryland.gov](http://emma.maryland.gov), click on "New Vendor? Register Now" to begin the process, and then follow the prompts.

#### 3.2 Questions

- 3.2.1 All questions shall identify in the subject line the Solicitation Number and Title (BPM023301- DPP Risk Assessment Validation ), and shall be submitted in writing via e-mail to the Procurement Officer at least five (5) days prior to the Bid due date. 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 Bid due date.
- 3.2.2 Answers to all questions that are not clearly specific only to the requestor will be distributed via the same mechanism as for IFB amendments, and posted on eMMA.
- 3.2.3 The statements and interpretations contained in responses to any questions, whether responded to verbally or in writing, are not binding on the DPSCS unless it issues an amendment in writing.

#### 3.3 Procurement Method

A Contract will be awarded in accordance with the Small Procurement method under COMAR 21.05.07.

#### 3.4 Bid Due (Closing) Date and Time

- 3.4.1 Bids, in the number and form set forth in **Section 4 Bid Format**, must be received by the Procurement Officer no later than the Bid due date and time indicated on the Key Information Summary Sheet in order to be considered.
- 3.4.2 Requests for extension of this date or time shall not be granted.
- 3.4.3 Bidders submitting Bids should allow sufficient delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR 21.05.02.10, bids received after the due date and time listed in the Key Information Summary Sheet, will not be accepted.
- 3.4.4 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.
- 3.4.5 Bids may be modified or withdrawn by written notice received by the Procurement Officer before the time and date set forth in the Key Information Summary Sheet for receipt of Bids.
- 3.4.6 Bids may not be submitted by e-mail or facsimile. Bids will not be opened publicly.
- 3.4.7 Potential Bidders not responding to this solicitation are requested to submit the "Notice to Vendors" form, which includes company information and the reason for not responding (e.g., too busy, cannot meet mandatory requirements).

### **3.5 Multiple or Alternate Bids**

Multiple or alternate Bids will not be accepted.

### **3.6 Public Information Act Notice**

**3.6.1** The Bidder should give specific attention to the clear identification of those portions of its Bid that it considers confidential and/or 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, Md. Code Ann., General Provisions Article, Title 4.

**3.6.2** Bidders 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.

### **3.7 Award Basis**

A Contract shall be awarded to the responsible Bidder(s) submitting the Bid that has been determined to be the most advantageous to the State, for providing the goods and services as specified in this IFB.

### **3.8 Oral Presentation**

THIS SECTION IS INAPPLICABLE TO THIS IFB.

### **3.9 Duration of Bid**

Bids submitted in response to this IFB are irrevocable for the latest of the following: 90 days following the Bid due date and time. This period may be extended at the Procurement Officer's request only with the Bidder's written agreement.

### **3.10 Revisions to the IFB**

**3.10.1** If the IFB is revised before the due date for Bids, the DPSCS shall post any addenda to the IFB on eMMA and shall endeavor to provide such addenda to all prospective Bidders that were sent this IFB or are otherwise known by the Procurement Officer to have obtained this IFB. It remains the responsibility of all prospective Bidders to check eMMA for any addenda issued prior to the submission of Bids.

**3.10.2** Acknowledgment of the receipt of all addenda to this IFB issued before the Bid due date through eMMA.

**3.10.3** Failure to acknowledge receipt of an addendum does not relieve the Bidder from complying with the terms, additions, deletions, or corrections set forth in the addendum, and may cause the Bid to be deemed not reasonably susceptible of being selected for award.

### **3.11 Cancellations**

**3.11.1** The State reserves the right to cancel this IFB, accept or reject any and all Bids, in whole or in part, received in response to this IFB, waive or permit the cure of minor irregularities, and conduct discussions with all qualified or potentially qualified Bidders in any manner necessary to serve the best interests of the State.

- 3.11.2** The State reserves the right, in its sole discretion, to award a Contract based upon the written Bids received without discussions or negotiations.
- 3.11.3** In the event a government entity proposes and receives the recommendation for award, the procurement may be cancelled and the award processed in accordance with COMAR 21.01.03.01.A(4).
- 3.11.4** If the services that are the subject of the IFB are currently being provided under an interagency agreement with a public institution of higher education and the State determines that the services can be provided more cost effectively by the public institution of higher education, then the IFB may be cancelled in accordance with Md. Code Ann., State Finance and Procurement Art., § 3-207(b)(2).

### **3.12 Incurred Expenses**

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

### **3.13 Protest/Disputes**

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

### **3.14 Bidder Responsibilities**

- 3.14.1** Bidders must be able to provide all goods and services and meet all of the requirements requested in this solicitation and the successful Bidder shall be responsible for Contract performance including any subcontractor participation.
- 3.14.2** If the Bidder is the subsidiary of another entity, all information submitted by the Bidder, including 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 Bidder, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Bidder's Bid shall contain an explicit statement, signed by an authorized representative of the parent organization, stating that the parent organization will guarantee the performance of the subsidiary.
- 3.14.3** A parental guarantee of the performance of the Bidder under this Section will not automatically result in crediting the Bidder with the experience or qualifications of the parent under any evaluation criteria pertaining to the actual Bidder's experience and qualifications. Instead, the Bidder will be evaluated on the extent to which the State determines that the experience and qualifications of the parent are applicable to and shared with the Bidder, any stated intent by the parent to be directly involved in the performance of the Contract, and the value of the parent's participation as determined by the State.

### **3.15 Acceptance of Terms and Conditions**

By submitting a Bid in response to this IFB, the Bidder, if selected for award, shall be deemed to have accepted the terms and conditions of this IFB.

### **3.16 Bid Affidavit**

A Bid submitted by the Bidder must be accompanied by a completed Bid Affidavit. A copy of this Affidavit is included as **Attachment C** of this IFB.

### 3.17 Contract Affidavit

All Bidders are advised that if a Contract is awarded as a result of this solicitation, the successful Bidder will be required to complete a Contract Affidavit. A copy of this Affidavit is included for informational purposes as **Attachment N** of this IFB. This Affidavit must be provided within five (5) Business Days of notification of recommended award. For purposes of completing Section “B” of this Affidavit (Certification of Registration or Qualification with the State Department of Assessments and Taxation), a business entity that is organized outside of the State of Maryland is considered a “foreign” business.

### 3.18 Compliance with Laws/Arrearages

By submitting a Bid in response to this IFB, the Bidder, 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.

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

### 3.19 Verification of Registration and Tax Payment

Before a business entity can do business in the State, it must be registered with the State Department of Assessments and Taxation (SDAT). SDAT is located at State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. For registration information, visit <https://www.egov.maryland.gov/businessexpress>.

It is strongly recommended that any potential Bidder complete registration prior to the Bid due date and time. The Bidder’s failure to complete registration with SDAT may disqualify an otherwise successful Bidder from final consideration and recommendation for Contract award.

### 3.20 False Statements

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

**3.20.1** 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.

**3.20.2** A person may not aid or conspire with another person to commit an act under **Section 3.20.1**.

**3.20.3** 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 (5) years or both.

### 3.21 Payments by Electronic Funds Transfer

By submitting a Bid in response to this solicitation, the Bidder, if selected for award:

- 3.21.1** 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 Bidder shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form.
- 3.21.2** 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, must include the business identification information as stated on the form, and must include the reason for the exemption. The COT/GAD X-10 form may be downloaded from the Comptroller's website at:  
[http://comptroller.marylandtaxes.com/Vendor\\_Services/Accounting\\_Information/Static\\_Files/GADX10Form20150615.pdf](http://comptroller.marylandtaxes.com/Vendor_Services/Accounting_Information/Static_Files/GADX10Form20150615.pdf).

**3.22 Electronic Procurements Authorized**

- 3.22.1** Under COMAR 21.03.05, unless otherwise prohibited by law, the DPSCS may conduct procurement transactions by electronic means, including the solicitation, proposing, award, execution, and administration of a contract, as provided in Md. Code Ann., Maryland Uniform Electronic Transactions Act, Commercial Law Article, Title 21.
- 3.22.2** Participation in the solicitation process on a procurement contract for which electronic means has been authorized shall constitute consent by the Bidder to conduct by electronic means all elements of the procurement of that Contract which are specifically authorized under the solicitation or Contract. In the case of electronic transactions authorized by this IFB, electronic records and signatures by an authorized representative satisfy a requirement for written submission and signatures.
- 3.22.3** "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://procurement.maryland.gov>), and electronic data interchange.
- 3.22.4** In addition to specific electronic transactions specifically authorized in other sections of this solicitation (e.g., IFB § 4.23 describing payments by Electronic Funds Transfer), the following transactions are authorized to be conducted by electronic means on the terms as authorized in COMAR 21.03.05:
- A. The Procurement Officer may conduct the procurement using eMMA or e-mail to issue:
    - 1) The IFB;
    - 2) Any amendments and requests for best and final offers;
    - 3) Pre-Bid conference documents;
    - 4) Questions and responses;
    - 5) Communications regarding the solicitation or Bid to any Bidder or potential Bidder;
    - 6) Notices of award selection or non-selection; and
    - 7) The Procurement Officer's decision on any Bid protest or Contract claim.
  - B. The Bidder or potential Bidder may use eMMA or e-mail to:



- 1) Ask questions regarding the solicitation;
  - 2) 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 or through eMMA, but only on the terms specifically approved and directed by the Procurement Officer and;
  - 3) Submit a "No Bid Response" to the IFB.
- C. The Procurement Officer, the Contract Monitor, and the Contractor may conduct day-to-day Contract administration, except as outlined in **Section 3.22.5** of this subsection, utilizing e-mail or other electronic means if authorized by the Procurement Officer or Contract Monitor.
- 3.22.5** The following transactions related to this procurement and any Contract awarded pursuant to it are **not authorized** to be conducted by electronic means:
- A. Any transaction, submission, or communication where the Procurement Officer has specifically directed that a response from the Contractor or Bidder be provided in writing or hard copy.
- 3.22.6** Any e-mail transmission is only authorized to the e-mail addresses for the identified person as provided in the solicitation, or in the direction from the Procurement Officer or Contract Monitor.

### **3.23 MBE Participation Goal**

There is no MBE subcontractor participation goal for this procurement.

### **3.24 VSBE Goal**

There is no VSBE participation goal for this procurement.

### **3.25 Living Wage Requirements**

There is no Living Wage Requirements for this procurement.

### **3.26 Federal Funding Acknowledgement**

This Contract does not contain federal funds.

### **3.27 Conflict of Interest Affidavit and Disclosure**

- 3.27.1** By submitting a Conflict of Interest Affidavit and Disclosure, the Contractor shall be construed as certifying all Contractor Personnel and subcontractors are also without a conflict of interest as defined in COMAR 21.05.08.08A.
- 3.27.2** Additionally, a Contractor has an ongoing obligation to ensure that all Contractor Personnel are without conflicts of interest prior to providing services << under OR individual Task Orders issued under >> the Contract. For policies and procedures applying specifically to Conflict of Interests, the Contract is governed by COMAR 21.05.08.08.
- 3.27.3** Participation in Drafting of Specifications: Disqualifying Event: Bidders are advised that Md. Code Ann. State Finance and Procurement Article §13-212.1(a) provides generally that "an individual who assists an executive unit in the drafting of specifications, an invitation for bids, a Invitation for Bid for a procurement, or the selection or award made in response to an invitation for bids or a Invitation for Bid, or a person that employs the



individual, may not: (1) submit a bid or bid for that procurement; or (2) assist or represent another person, directly or indirectly, who is submitting a bid or bid for that procurement.” Any Bidder submitting a Bid in violation of this provision shall be classified as “not responsible.” See COMAR 21.05.03.03.

### **3.28 Non-Disclosure Agreement**

#### **3.28.1 Non-Disclosure Agreement (Contractor)**

All Bidders are advised that this solicitation and any Contract(s) are subject to the terms of the Non-Disclosure Agreement (NDA) contained in this solicitation as **Attachment I**. 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 Bid.

### **3.29 HIPAA - Business Associate Agreement**

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

### **3.30 Nonvisual Access**

This solicitation does not contain Information Technology (IT) provisions requiring Nonvisual Access.

### **3.31 Mercury and Products That Contain Mercury**

This solicitation does not include the procurement of products known to likely include mercury as a component.

### **3.32 Location of the Performance of Services Disclosure**

This solicitation does not require a Location of the Performance of Services Disclosure.

### **3.33 Department of Human Services (DHS) Hiring Agreement**

This solicitation does not require a DHS Hiring Agreement.

### **3.34 Small Business Reserve (SBR) Procurement**

This is a Small Business Reserve Procurement for which award will be limited to certified small business vendors. Only businesses that meet the statutory requirements set forth in State Finance and Procurement Article, §§14-501—14-505, Annotated Code of Maryland, and that are certified by the Department of General Services Small Business Reserve Program are eligible for award of a contract.

For the purposes of a Small Business Reserve Procurement, a small business is a for-profit business, other than a broker, that meets the following criteria:

- A. It is independently owned and operated;
- B. It is not a subsidiary of another business;
- C. It is not dominant in its field of operation; and

D. Either:

(1) With respect to employees:

- (a) Its wholesale operations did not employ more than 50 persons in its most recently completed 3 fiscal years;
- (b) Its retail operations did not employ more than 25 persons in its most recently completed 3 fiscal years;
- (c) Its manufacturing operations did not employ more than 100 persons in its most recently completed 3 fiscal years;
- (d) Its service operations did not employ more than 100 persons in its most recently completed 3 fiscal years;
- (e) Its construction operations did not employ more than 50 persons in its most recently completed 3 fiscal years; and
- (f) The architectural and engineering services of the business did not employ more than 100 persons in its most recently completed 3 fiscal years; or

(2) With respect to gross sales:

- (a) The gross sales of its wholesale operations did not exceed an average of \$4,000,000 in its most recently completed 3 fiscal years;
- (b) The gross sales of its retail operations did not exceed an average of \$3,000,000 in its most recently completed 3 fiscal years;
- (c) The gross sales of its manufacturing operations did not exceed an average of \$2,000,000 in its most recently completed 3 fiscal years;
- (d) The gross sales of its service operations did not exceed an average of \$10,000,000 in its most recently completed 3 fiscal years;
- (e) The gross sales of its construction operations did not exceed an average of \$7,000,000 in its most recently completed 3 fiscal years; and
- (f) The gross sales of its architectural and engineering operations did not exceed an average of \$4,500,000 in its most recently completed 3 fiscal years.

Note: If a business has not existed for 3 years, the employment and gross sales average or averages shall be the average for each year or part of a year during which the business has been in existence.

Further information on the certification process is available at eMaryland Marketplace Advantage.

E. Ineligible Bids or Proposals. Under a small business reserve procurement, a business that is not a certified small business is ineligible for award of a contract.

F. Before awarding a contract under a procurement designated as a small business reserve procurement, the Procurement Officer shall verify that the apparent awardee is certified by the State as a small business. A procurement contract award under a small business reserve may not be made to a business that has not been certified.

G. Reporting. The designated procurement units shall submit a report on the Small Business Reserve Program annually as required under COMAR 21.13.01.03B.

The bidder will be required to complete a Small Business Reserve Contract Affidavit. A copy of this Affidavit is included as **Attachment P**. This Affidavit must be provided with the bid.

### **3.35 Maryland Healthy Working Families Act Requirements**

On February 11, 2018, the Maryland Healthy Working Families Act went into effect. All Bidders should be aware of how this Act could affect your potential contract award with the State of Maryland. See the Department of Labor, Licensing and Regulations web site for Maryland Healthy Working Families Act Information: <http://dllr.maryland.gov/paidleave/>.

### **3.36 BLANKET PURCHASE ORDER (BPO)/ PURCHASE ORDER AS CONTRACT**

3.36.1 As used in this provision, a bid refers to a bid submitted under Small Procurement Regulations

3.36.2 As used in this provision, a bidder refers to a bidder under Small Procurement Regulations.

3.36.3 As used in this provision, solicitation means an Invitation for Bid to bid for a procurement issued by the Maryland Department of Public Safety & Correctional Services.

3.36.4 The bidder's execution and submission of a responsive bid constitutes a promise by the bidder to perform the contract solicited by the Department in accordance with the terms and conditions stated in the solicitation. The bid shall be irrevocable for the period of 30 days or for such longer period as the bidder and the Department may agree.

3.36.5 Upon acceptance of a bid, the Procurement Officer may issue a Purchase Order (PO) and/or Blanket Purchase Order (BPO), in a form to be determined by the Department which substantially contains the terms and conditions of the solicitation. The PO/BPO constitutes the State's acceptance of the bid and binds the bidder to a contract. The execution and issuance of a PO and/or BPO by the Procurement Officer, subject to all necessary approvals, shall constitute acceptance of the bid and final award of the contract. The contract shall consist of the executed PO and/or BPO issued by the Procurement Officer, including all documents, terms, and conditions incorporated into those documents by the terms of the solicitation, the PO and/or BPO, the bid, or by

operation of law, and the executed bid of the bidder. If the Procurement Officer issues a PO and/ or BPO, at the option of the Procurement Officer it will not be necessary for the bidder to execute the PO and / or BPO or any other form of contract or agreement. The bidder understands and agrees that the terms and conditions of the BPO/PO may not be waived. The Procurement Officer may require that the parties both execute a single document as the embodiment of the contract between the parties.

- 3.36.6 In the event of a conflict between provisions of the contract documents, the controlling provisions shall be, in the following order, those of:
- i. the PO and/ or BPO; then
  - ii. the solicitation; and then
  - iii. the bid.

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**4 Bid Format**

**4.1 One Part Submission**

Bids and all attachments for this solicitation are being accepted solely online through eMaryland Marketplace Advantage (eMMA).

**4.2 Bid Delivery and Packaging**

- 4.2.1** Bids delivered by facsimile and e-mail **shall not be considered**.
- 4.2.2** Bidders are required to submit Bids through the State's internet based electronic procurement system, eMMA. Submission hyperlink is provided in the Key Information Sheet of this solicitation.
- 4.2.3** The Procurement Officer must receive all electronic Bid material by the IFB due date and time specified in the Key Information Summary Sheet. Requests for extension of this date or time will not be granted. Except as provided in COMAR 21.05.03.02F, Bids received by the Procurement Officer after the due date will not be considered.
- 4.2.4** Bidders shall provide their Bids through eMMA following the [Quick Reference Guides](#) (QRG) labelled "**4 - eMMA QRG Responding to Solicitations (IFB)**" for double envelope submissions.

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**5 IFB ATTACHMENTS AND APPENDICES**

**Instructions Page**

A Bid submitted by the Bidder must be accompanied by the completed forms and/or affidavits identified as “with Bid” in the “When to Submit” column in Table 1 below. All forms and affidavits applicable to this IFB, including any applicable instructions and/or terms, are identified in the “Applies” and “Label” columns in Table 1.

For documents required as part of the Bid:

1. For e-mail submissions, submit one (1) copy of each with signatures.

All Bidders are advised that if a Contract is awarded as a result of this solicitation, the successful Bidder will be required to complete certain forms and affidavits after notification of recommended award. The list of forms and affidavits that must be provided is described in Table 1 below in the “When to Submit” column.

For documents required after award, submit copies of each document within the appropriate number of days after notification of recommended award, as listed in Table 1 below in the “When to Submit” column.

**Table 1: IFB ATTACHMENTS AND APPENDICES**

Applies?	When to Submit	Label	Attachment Name
N	Before Bid	A	Pre-Bid Conference Response Form
Y	With Bid	B	<b>Bid Instructions and Form</b>
Y	With Bid	C	<b>Bid/Proposal Affidavit</b> (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentC-Bid_Bid-Affidavit.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentC-Bid_Bid-Affidavit.pdf</a> )
N	With Bid	D	MBE Forms D-1A (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf</a> ) <b>IMPORTANT:</b> If this IFB contains different Functional Areas or Service Categories. A separate Attachment D-1A is to be submitted for each Functional Area or Service Category where there is a MBE goal.
N	10 Business Days after recommended award	D	MBE Forms D-1B, D-1C,D-2, D-3A, D-3B (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf</a> ) Important: Attachment D-1C, if a waiver has been requested, is also required within 10 days of recommended award.

Applies?	When to Submit	Label	Attachment Name
N	As directed in forms	D	MBE Forms D-4A, D-4B, D-5 (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf</a> )
N	With Bid	E	Veteran-Owned Small Business Enterprise (VSBE) Form E-1A (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentE-VSBEForms.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentE-VSBEForms.pdf</a> ) <b>IMPORTANT:</b> If this IFB contains different Functional Areas or Service Categories. A separate Attachment E-1A is to be submitted for each Functional Area or Service Category where there is a VSBE goal.
N	5 Business Days after recommended award	E	VSBE Forms E-1B, E-2, E-3 (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentE-VSBEForms.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentE-VSBEForms.pdf</a> ) <b>Important:</b> Attachment E-1B, if a waiver has been requested, is also required within 10 days of recommended award.
N	With Bid	F	Maryland Living Wage Requirements for Service Contracts and Affidavit of Agreement (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentF-LivingWageAffidavit.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentF-LivingWageAffidavit.pdf</a> )
N	With Bid	G	Federal Funds Attachments (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentG-FederalFundsAttachment.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentG-FederalFundsAttachment.pdf</a> )
N	With Bid	H	Conflict of Interest Affidavit and Disclosure (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentH-Conflict-of-InterestAffidavit.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentH-Conflict-of-InterestAffidavit.pdf</a> )

Y	5 Business Days after recommended award – However, suggested with Bid	I	Non-Disclosure Agreement (Contractor) (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-I-Non-DisclosureAgreementContractor.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-I-Non-DisclosureAgreementContractor.pdf</a> )
N	5 Business Days after recommended award – However, suggested with Bid	J	HIPAA Business Associate Agreement (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-J-HIPAABusinessAssociateAgreement.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-J-HIPAABusinessAssociateAgreement.pdf</a> )
N	With Bid	K	Mercury Affidavit (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-K-MercuryAffidavit.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-K-MercuryAffidavit.pdf</a> )
N	With Bid	L	Location of the Performance of Services Disclosure (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-L-PerformanceofServicesDisclosure.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-L-PerformanceofServicesDisclosure.pdf</a> )
N	5 Business Days after recommended award	M	Sample Contract (included in this IFB)
Y	5 Business Days after recommended award	N	Contract Affidavit (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-N-ContractAffidavit.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-N-ContractAffidavit.pdf</a> )
N	5 Business Days after recommended award	O	DHS Hiring Agreement (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-O-DHSHiringAgreement.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-O-DHSHiringAgreement.pdf</a> )
<b>Appendices</b>			
<b>Applies?</b>	<b>When to Submit</b>	<b>Label</b>	<b>Attachment Name</b>
Y	n/a	1	Abbreviations and Definitions (included in this IFB)
Y	With Bid	2	Bidder Information Sheet (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Appendix2-Bidder_BidderInformationSheet.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Appendix2-Bidder_BidderInformationSheet.pdf</a> )
Y	With Bid	3	



<b>Additional Submissions</b>			
<b>Applies?</b>	<b>When to Submit</b>	<b>Label</b>	<b>Document Name</b>
Y	5 Business Days after recommended award		Evidence of meeting insurance requirements (see Section 2.5); 1 copy
Y	10 Business Days after recommended award		PEP; 1 copy

**Attachment A. Bid Instructions & Bid Form**

**B-1 Bid Instructions**

In order to assist Bidders in the preparation of their bid and to comply with the requirements of this solicitation, Bid Instructions and a Bid Form have been prepared. Bidders shall submit their bid on the Bid Form in accordance with the instructions on the Bid Form and as specified herein. Do not alter the Bid Form or the Bid may be determined as not responsive and rejected. The Bid Form is to be signed and dated, where requested, by an individual who is authorized to bind the Bidder to the prices entered on the Bid Form.

The Bid Form is used to calculate the Bidder's TOTAL Bid PRICE. Follow these instructions carefully when completing your Bid Form:

- A) All Unit and Extended Prices must be clearly entered in dollars and cents, e.g., \$24.15. Make your decimal points clear and distinct.
- B) All Unit Prices must be the actual price per unit the State will pay for the specific item or service identified in this IFB and may not be contingent on any other factor or condition in any manner.
- C) All calculations shall be rounded to the nearest cent, e.g., .344 shall be .34 and .345 shall be .35.
- D) Any goods or services required through this IFB and proposed by the vendor at **No Cost to the State** must be clearly entered in the Unit Price, if appropriate, and Extended Price with **\$0.00**.
- E) Every blank in every Bid Form shall be filled in. Any changes or corrections made to the Bid Form by the Bidder prior to submission shall be initialed and dated.
- F) Except as instructed on the Bid Form, nothing shall be entered on or attached to the Bid Form that alters or proposes conditions or contingencies on the prices. Alterations and/or conditions may render the Bid as not responsive.
- G) It is imperative that the prices included on the Bid Form have been entered correctly and calculated accurately by the Bidder and that the respective total prices agree with the entries on the Bid Form. Any incorrect entries or inaccurate calculations by the Bidder and may cause the Bid to be rejected.
- H) If option years are included, Bidders must submit pricing for each option year. Any option to renew will be exercised at the sole discretion of the State and comply with all terms and conditions in force at the time the option is exercised. If exercised, the option period shall be for a period identified in the IFB at the prices entered in the Bid Form.
- I) All Bid prices entered below are to be fully loaded prices that include all costs/expenses associated with the provision of services as required by the IFB. The Bid price shall include, but is not limited to, all: labor, profit/overhead, general operating, administrative, and all other expenses and costs necessary to perform the work set forth in the solicitation. No other amounts will be paid to the Contractor. If labor rates are requested, those amounts shall be fully-loaded rates; no overtime amounts will be paid.
- J) Unless indicated elsewhere in the IFB, sample amounts used for calculations on the Bid Form are typically estimates for evaluation purposes only. Unless stated otherwise in the IFB, the DPSCS does not guarantee a minimum or maximum number of units or usage in the performance of the Contract.
- K) Failure to adhere to any of these instructions may result in the Bid being determined not responsive.

**B-1 Bid Form**

The Bid Form shall contain all price information in the format specified on these pages. Complete the Bid Form only as provided in the Bid Instructions. Do not amend, alter or leave blank any items on the Bid Form. If option years are included, Bidders must submit pricing for each option year. Failure to adhere to any of these instructions may result in the Bid being determined not responsive.

See separate Bid Form labeled ATTACHMENT B - BID FORM.PDF

**Attachment B. Bid Affidavit**

See link at [http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentC-Bid\\_Bid-Affidavit.pdf](http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentC-Bid_Bid-Affidavit.pdf).

**Attachment C. Conflict of Interest Affidavit and Disclosure**

This solicitation does not require a Conflict of Interest Affidavit and Disclosure.

**Attachment D. Non-Disclosure Agreement (Contractor)**

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-I-Non-DisclosureAgreementContractor.pdf>.

**Attachment E. HIPAA Business Associate Agreement**

This solicitation does not require a HIPAA Business Associate Agreement.

**Attachment F. Mercury Affidavit**

This solicitation does not include the procurement of products known to likely include mercury as a component.



**Attachment G. Location of the Performance of Services Disclosure**

This solicitation does not require a Location of the Performance of Services Disclosure.

**Attachment H. Contract/PO**

There will be a Purchase Order issued.

**Attachment I. Contract Affidavit**

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-N-ContractAffidavit.pdf>.

**Attachment J. DHS Hiring Agreement**

This solicitation does not require a DHS Hiring Agreement.

## Appendix 1. – Abbreviations and Definitions

For purposes of this IFB, the following abbreviations or terms have the meanings indicated below:  
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 the Internet.

- A. Access – The ability or the means necessary to read, write, modify, or communicate data/information or otherwise use any information system resource.
- B. Application Program Interface (API) – Code that allows two software programs to communicate with each other.
- C. Business Day(s) – 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).
- D. COMAR – Code of Maryland Regulations available on-line at <http://www.dsd.state.md.us/COMAR/ComarHome.html>.
- E. Contract Monitor – 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, 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 DPSCS may change the Contract Monitor at any time by written notice to the Contractor.
- F. Contractor – The selected Bidder that is awarded a Contract by the State.
- G. 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 IFB.
- H. Data Breach – The unauthorized acquisition, use, modification or disclosure of State data, or other Sensitive Data.
- I. Department of Parole and Probation (DPP)
- J. Department of Public Safety and Correctional Services (DPSCS).
- K. eMMA – eMaryland Marketplace Advantage (see IFB **Section 4.2**).
- L. Enterprise License Agreement (ELA) – An agreement to license the entire population of an entity (employees, on-site contractors, off-site contractors) accessing a software or service for a specified period of time for a specified value.
- M. Information System – A discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.
- N. Information Technology (IT) – All electronic information-processing hardware and software, including: (a) maintenance; (b) telecommunications; and (c) associated consulting services.
- O. Key Personnel – All Contractor Personnel identified in the solicitation as such that are essential to the work being performed under the Contract. See IFB **Sections 3.10**.
- P. 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.

- Q. 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.
- R. 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](http://www.dbm.maryland.gov) – keyword: State Holidays.
- S. Notice to Proceed (NTP) – A written notice from the Procurement Officer that work under the Contract, project, Task Order or Work Order (as applicable) is to begin as of a specified date. The NTP Date is the start date of work under the Contract, project, Task Order or Work Order. 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.
- T. NTP Date – The date specified in a NTP for work on Contract, project, Task Order or Work Order to begin.
- U. Bidder – An entity that submits a Bid in response to this IFB.
- V. 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.
- W. Procurement Officer – Prior to the award of any Contract, the sole point of contact in the State for purposes of this solicitation. After Contract award, the Procurement Officer has responsibilities and is the only State representative who can authorize changes to the Contract. The DPSCS may change the Procurement Officer at any time by written notice to the Contractor.
- X. Bid –Bidder’s Bid.
- Y. 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.
- Z. Invitation for Bid (IFB) – This Invitation for Bid issued by the Department of Public Safety and Correctional Services (DPSCS), with the Solicitation Number and date of issuance indicated in the Key Information Summary Sheet, including any amendments thereto.
- AA. 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.
- BB. Security or Security Measures – The technology, policy and procedures that a) protects and b) controls access to networks, systems, and data.
- CC. 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(e) 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; or (2) is linked or linkable to an individual, such as medical, educational, financial, and employment information.

- DD. Service Level Agreement (SLA) - Commitment by the Contractor to the DPSCS that defines the performance standards the Contractor is obligated to meet.
- EE. Software - The object code version of computer programs licensed pursuant to this Contract. Embedded code, firmware, internal code, microcode, and any other term referring to software that is necessary for proper operation is included in this definition of Software. Software includes all prior, current, and future versions of the Software and all maintenance updates and error corrections. Software also includes any upgrades, updates, bug fixes or modified versions or backup copies of the Software licensed to the State by Contractor or an authorized distributor.
- FF. Software as a Service (SaaS) - A software licensing and delivery model in which software is licensed on a subscription basis and is centrally hosted. For the purposes of this IFB, the terms SaaS and PaaS are considered synonymous and the term SaaS will be used throughout this document.
- GG. State – The State of Maryland.
- HH. Source Code – Executable instructions for Software in its high level, human readable form which are in turn interpreted, parsed and/or compiled to be executed as part of a computing system.
- II. System Availability – The period of time the Solution works as required excluding non-operational periods associated with planned maintenance.
- JJ. System Documentation – Those materials necessary to wholly reproduce and fully operate the most current deployed version of the Solution in a manner equivalent to the original Solution including, but not limited to:
- 1) Source Code: This includes source code created by the Contractor or subcontractor(s) and source code that is leveraged or extended by the Contractor for use in the Contract;
  - 2) All associated rules, reports, forms, templates, scripts, data dictionaries and database functionality;
  - 3) All associated configuration file details needed to duplicate the run time environment as deployed in the current deployed version of the system;
  - 4) All associated design details, flow charts, algorithms, processes, formulas, pseudo-code, procedures, instructions, help files, programmer's notes and other documentation;
  - 5) A complete list of Third Party, open source, or commercial software components and detailed configuration notes for each component necessary to reproduce the system (e.g., operating system, relational database, and rules engine software);
  - 6) All associated user instructions and/or training materials for business users and technical staff, including maintenance manuals, administrative guides and user how-to guides; and
  - 7) Operating procedures.

- KK. Technical Safeguards – The technology and the policy and procedures for its use that protect State Data and control access to it.
- LL. Third Party Software – Software and supporting documentation that:
- 1) are owned by a third party, not by the State, the Contractor, or a subcontractor;
  - 2) are included in, or necessary or helpful to the operation, maintenance, support or modification of the Solution; and
  - 3) are specifically identified and listed as Third Party Software in the Bid.
- MM. Total Bid Price - The Bidder's total price for goods and services in response to this solicitation, included in Bid **Attachment B** – Bid Form.
- NN. Upgrade - A new release of any component of the Solution containing major new features, functionality and/or performance improvements.



## Appendix 2. – Bidder Information Sheet

See link at [http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Appendix2-Bidder\\_BidderInformationSheet.pdf](http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Appendix2-Bidder_BidderInformationSheet.pdf).

**Appendix 3. – Small Business Contract Affidavit**

\*\*\*\*\* PROVIDING FALSE INFORMATION \*\*\*\*\*

Anyone providing false information to the State of Maryland in connection with obtaining or attempting to obtain a contract under Small Business Reserve or Preference procurement may be subject to the following:

1. A determination by a Procurement Officer that a bidder/offeror is not responsible;
2. A determination that a contract entered into is void or voidable under § 11-204 of the State Finance and Procurement Article of the Annotated Code of Maryland;
3. Suspension and debarment under Title 16 of the State Finance and Procurement Article;
4. Criminal prosecution for procurement fraud (§ 11-205.1 of the State Finance and Procurement Article), perjury, or other crimes; and
5. Other actions permitted by law.

\*\*\*\*\* FAILURE TO MEET MINIMUM QUALIFICATIONS \*\*\*\*\*

Any Bidder or potential bidder failing to meet the qualifications of a "small business" specified in § 14-501(c) of the State Finance and Procurement Article will be ineligible to participate in a procurement designated for a Small Business Reserve under § 14-504 or Small Business Preference under § 14-206 - 207. Any person or company bidding on Small Business Reserve or Preference procurement and not qualifying as a small business under § 14-501(c) will have its bid or offer rejected on the ground that the bidder is not responsible.

I AFFIRM THAT:

To the best of my knowledge, information, and belief, as of the date of submission of this Bid/Proposal, \_\_\_\_\_ (name of firm) meets the qualifications for certification as a Small Business in Maryland. I further affirm that, if for any reason during the term of the contract \_\_\_\_\_ (name of firm) no longer meets the qualifications for certification as a Small Business in Maryland, I will notify the Procurement Officer within 30 days. I agree that a failure to so notify the Procurement Officer of this change in circumstances may result in this contract being terminated for default.

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.

SMALL BUSINESS QUALIFICATION NUMBER: \_\_\_\_\_

Date of Most Recent Qualification: \_\_\_\_\_

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
Signature (Authorized Representative and Affidavit)

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<sup>i</sup> Justice Policy, Maryland Justice Reinvestment Act , One Year Later 2016 (Copy to be attached before submission for approval)