

CONSULTING AND TECHNICAL SERVICES+ (CATS+)

TASK ORDER REQUEST FOR PROPOSALS (TORFP)



DEPARTMENT OF INFORMATION TECHNOLOGY (DOIT)

SOLICITATION NUMBER 060B8400062

OVERSIGHT PROGRAM SUPPORT SERVICES

ISSUE DATE: JUNE 26, 2018

Key Information Summary Sheet

Solicitation Title:	Oversight Program Support Services
Solicitation Number (TORFP#):	060B8400062
Functional Area:	10-IT Management Consulting Services
TORFP Issue Date:	June 26, 2018
TORFP Issuing Office:	Department of Information Technology (DoIT or the "Department")
Department Location:	100 Community Place Crownsville, MD 21032
TO Procurement Officer:	Memory Jackson 100 Community Place, Room 2.321 Crownsville, MD 21032
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Office Phone:	410-697-9678
TO Manager:	Karen Poplewski Assistant Director, Enterprise Program Management Office (EPMO) Department. of Information Technology 100 Community Place Crownsville, MD 21032
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Office Phone:	(410) 697-9654
TO Proposals are to be sent to:	Memory.Jackson@maryland.gov
TO Pre-proposal Conference:	Tuesday, July 10, 2018 at 2:00 PM – 4:00 PM Local Time 100 Community Place (1st Floor Conference Room – Side A) Crownsville, Maryland 21032 See Attachment A for directions and instructions.
TO Proposals Due (Closing) Date and Time:	July 25, 2018 at 2:00 PM Local Time Offerors are reminded that a completed Feedback Form is requested if a no-bid decision is made (see Section 5.1).
MBE Subcontracting Goal:	20%
VSBE Subcontracting Goal:	0%
Task Order Type:	Time and Materials with a Fixed Price Component
Task Order Duration:	Two (2) year base period with three (3) one-year option periods
Primary Place of Performance:	Department of Information Technology 100 Community Place Crownsville, MD 21032
SBR Designation:	No
Federal Funding:	No

Questions Due Date and Time	Friday, July 13, 2018 at 2:00 PM Local Time
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1 Minimum Qualifications

1.1 Offeror Company Minimum Qualifications

Only those Master Contractors that fully meet all minimum qualification criteria shall be eligible for TORFP proposal evaluation. The Master Contractor's proposal and references will be used to verify minimum qualifications.

Only Master Contractor qualifications may be used to demonstrate meeting company minimum qualifications. The Master Contractor's proposal shall demonstrate meeting the following minimum requirements:

- A. Five (5) years of experience since 2010 supplying a team of at least three (3) IT project managers with the certification minimums, described in 1.2.1 below, to at least two (2) client organizations, one of which is a state or Federal governmental entity; and
- B. Two (2) years of experience since 2015 supplying at least one (1) client organization with Agile certified project managers engaged in IT project management and quality assurance. This experience may be concurrent with the requirement above in 1.1.A.

1.2 OFFEROR'S KEY PERSONNEL QUALIFICATIONS AND EXPERIENCE

Only those Master Contractors proposing Key Personnel that fully meet all minimum qualification criteria shall be eligible for TORFP proposal evaluation.

The Key Personnel proposed under this TORFP must meet all minimum qualifications for the labor category of Project Manager as identified in the CATS + RFP Section 2.10 plus any additional requirements described in the Performance and Personnel (**Section 2.3 of this TORFP**). Resumes shall be summarized and formatted using **Appendix 5**, Sample Work Order Resume Form. Using one (1) resume summary for each, the Offeror shall propose three (3) Key Personnel satisfying the requirements identified in Section 1.2.1 below, clearly outlining starting dates and ending dates for each applicable experience, skill and/or certification. (See TO Technical Proposal **Section 5.4** of this TORFP).

All other planned positions shall be described generally in a Staffing Plan (see **Section 2.3.5**), and may not be used as evidence of fulfilling company or personnel minimum qualifications.

1.2.1 Oversight Project Manager (OPM):

- A. Meets CATS+ labor category minimum qualifications for the task of "Project Manager".
- B. Five (5) years of experience since 2010 in IT project or program management;
- C. Two (2) years of experience in Agile IT Project Management;
- D. Verification of the experience above by references requested in TORFP **Section 5.4.2.D.4**; and
- E. Current Project Management Institute (PMI) Certified Project Management Professional (PMP) and at least one of the following:
 - 1) current PMI-Agile Certified Practitioner (PMI-ACP), current Certified Scrum Master (CSM), Certified Product Owner (CSPO), Certified Developer (CSD), Professional Scrum Master (PSM), Professional Scrum Product Owner (PSPO), Professional Scrum

Developer (PSD) or equivalent certification. Other certifications include Scaled Agile Framework (SAFe), Disciplined Agile Delivery (DaD), and Large-Scale Scrum (LeSS).

2 TO Contractor Requirements: Scope of Work

2.1 Summary Statement

- 2.1.1** The Department of Information Technology (DoIT) is issuing this CATS+ TORFP to Master Contractors experienced in IT consulting. After award, DoIT will select a core team of on-site Project Manager Resources to support its Oversight Program. Each Task Order OPM selected shall hold a current PMP and one of the certifications identified in 1.2.1 (E)(1) and shall meet the qualifications for the CATS+ labor category Project Manager.
- 2.1.2** DoIT intends to award this Task Order to up to two (2) CATS+ Master Contractors that propose resources and a Staffing Plan that can best satisfy the Task Order requirements. See TORFP **Section 4.4**, Award Basis, for more Contract award information.
- 2.1.3** To meet DoIT's oversight mandates, Oversight Program Manager(s) (OPRMs), Oversight Additional Resources (OARs) and additional OPMs beyond the core team will be added by the Work Order Process (Section 3.14) of this TORFP. At DoIT's discretion a written/formal Work Order (WO) request will be issued to one or both TO Contractors. The WO responses will be evaluated by DoIT and may result in one (1) or more WO awards, which will result in additional TO Contractor staffing from either/or both TO Contractors. As part of the evaluation process the TO Manager may choose to interview TO Contractor proposed additional resources and reserves the right to accept or decline individual TO Contractor Personnel. Once awarded by DoIT the TO Contractor shall be responsible for ensuring good performance of all resources acquired as a result of the WO. Work outside the scope of this TORFP will not be requested.
- 2.1.4** General duties, responsibilities and required deliverables for the OPMs, OPRMs, and OARs are described in Section 2.3 thru 2.5 of this TORFP. Additional duties, responsibilities and required deliverables may be described at the WO level if and when a WO is issued. All labor category descriptions, including required minimum education and work experience, appear in the CATS+ RFP document online at: <http://doit.maryland.gov/contracts/Documents/CATSPPlus/CATSPPlusRFP.pdf>. OPMs beyond the core team as well as OPRMs and OARs will be added at DoIT's discretion via written Work Order and after a potential interview by the TO Manager or assigned designee. The TO Contractor shall be responsible for the performance of all resources acquired as a result of this TORFP.
- 2.1.5** **The selected TO Contractor and any subcontractor(s) shall not be eligible for award to a contract or task order supporting a Major Information Technology Development Project (MITDP), as defined by DoIT, for the duration of the TO Agreement. Further, the selected TO Contractor and any subcontractor(s) shall not be eligible for award to ANY contract resulting from a solicitation that the TO Contractor personnel reviewed and/or commented on via DoIT oversight process, as required by this TORFP.**
- 2.1.6** DoIT anticipates issuing three (3) WOs immediately upon, or in conjunction with, Task Order award to assemble a core team of three (3) professionals from among the Key Personnel proposed by all Awardees. DoIT will select a total of three (3) key personnel from the potential aggregate of six (6) key personnel proposed by up to two (2) Offerors awarded Task Orders. The Key Personnel selection will be by way of work orders issued immediately following Offeror selection.
- 2.1.7** DoIT may further use the WO Process to exercise its option of adding additional resources to this Task Order up to a maximum number of resources to be determined by the TO Manager.

- 2.1.8** Master Contractors are advised that, should a solicitation or other competitive effort be initiated as a result of activity or recommendations arising from this TO, the Awardee of this TO may not be eligible to compete.
- 2.1.9** A TO award does not assure a TO Contractor it will receive all State business under the TO.

2.2 Background and Purpose

DoIT was established by HB 362 and Senate Bill 212, and was approved by Governor Martin O'Malley on April 8, 2008. DoIT has policy responsibility over technology matters across State agencies. Of the many areas under the purview of DoIT, one critical role is oversight of Major IT Development Projects (MITDPs). An MITDP is classified as such because it meets specific criteria (see 2.2.3 below) established through Maryland statutory authority by the Secretary of DoIT. Acknowledging the inherent complexity of an MITDP, DoIT formed the Enterprise Program Management Office (EPMO) to provide specialized, focused, management oversight of these highly visible, critical and costly projects.

For an IT project to succeed, careful control must be maintained over three key factors: Project Scope, Project Cost and Project Schedule. If any of these critical factors change, proper allowances must be made (and carefully documented and controlled) in the other two. For the life of a project to remain stable, support must come in the form of adequate and consistent funding, diligent oversight and, most importantly, precise and ongoing planning. All of which must be documented and communicated up and down the line openly, regularly and consistently by a dedicated project management team.

This TORFP is, therefore, a solicitation for professional support staff with specific skillsets which will provide expert Oversight to Executive Branch Agencies that have DoIT approval to proceed with IT projects.

2.2.1 Current Environment

Maryland's DoIT Oversight program has been supported by a combined team of State employees and specialized professional services resources provided by various CATS+ Master Contractors. Under the current Task Order, the Contractor provides resources to support tasks including, but not limited to, oversight of multiple IT projects managed by various State Agencies, oversight and/or analysis of business or financial processes and of procurement and solicitation activity and processes.

2.2.2 Project Oversight Goals

Project Managers serve as the communication link or a point of contact for projects. Communication is vital in mitigating risks and implementing successful IT projects. While Agency Project Managers provide the day-to-day handling of decisions impacting scope, schedule and cost for their projects, DoIT is also involved in this effort. DoIT seeks to have readily available resources to provide initial and ongoing oversight support to the Agencies that have been allocated the funding to plan and implement their IT projects. The success of these efforts depends on DoIT partnering with these Agencies and maintaining active communications to ensure the health and well-being of select IT projects as evidenced by, for example:

- Monitoring variances in scope cost and schedule;
- Reviewing SLDC documentation and provide appropriate recommendations;
- Reporting valuable information to Stakeholders on a regular basis;
- Determining the need for Independent Verification and Validation (IV&V) assessments;
- Recognizing accomplishments to date, in summary reports and forecast/estimate reports; or
- Facilitating a collaborative environment for sharing lessons learned.

Below is a list of important activities which will lead to achievement of oversight project management goals:

- A. Establish repeatable project management processes consistent with industry standards, best practices and Maryland SDLC principles;

- B. Offer continuous project management guidance and training to any Executive State Agency;
- C. Perform and consistently improving project oversight as required by State statute; and
- D. Develop and provide useful tools, templates and information that will contribute to project success.

2.2.3 MITDP Background

Major IT Development Projects (MITDP) projects are IT Development Project meeting one or more of the following criteria:

- 1) The estimated total cost of development equals or exceeds \$1 million
- 2) The project is undertaken to support a critical business function associated with the public health, education, safety, or financial well-being of the citizens of Maryland; or
- 3) DoIT Secretary determines that the project requires the special attention and consideration given to a MITDP due to:
 - a) The significance of the project's potential benefits or risks;
 - b) The impact of the project on the public or local governments;
 - c) The public visibility of the project;
 - d) Other reasons as determined by DoIT Secretary.

For more information see <http://doit.maryland.gov/policies/Pages/default.aspx>.

2.2.4 ITPR Background

An Information Technology Project Request (ITPR) form must be properly completed and submitted, along with any supporting documents, for each of the two phases of an MITDP. This two-phase process for governing MITDP projects establishing, first a planning phase followed by an implementation phase was adopted during the 2011 legislative session; specifically, Maryland Code, State Finance and Procurement Article 3A-308. An ITPR must be completed and submitted for approval prior to the start of each of these phases. An OPM is a critical point of contact for overseeing the preparation and review of appropriate documentation by the Agencies seeking DoIT approval to proceed and funding.

2.2.5 Existing Reporting

The TO Contractor has and will have a number of ongoing reporting responsibilities. These include both established, periodic scheduled; and ad-hoc reports on MITDPs and other assigned projects. These reports are compiled, summarized, must be accurate, and provided to DoIT upon the timeframes and deadlines requested and/or stipulated in the Deliverables Section of this TORFP.

2.2.6 State Staff and Roles

In addition to the TO Procurement Officer and TO Manager, the State may provide a State Project Manager. These positions are held by the State staff who will supervise specific work of OPMs, OPRMs and OARs, and perform related duties including accepting and/or approving TORFP and/or WO Deliverables, monitoring OPM, OPRM and/or OAR performance for completions of the State portion and acceptance of PEF;

2.2.7 Reserved

2.2.8 Other State Responsibilities

The State will provide normal office working facilities and equipment reasonably necessary for TO Contractor performance under this Task Order. Any special requirements shall be identified by the TO Contractor.

2.3 Performance and Personnel

2.3.1 Roles and Responsibilities

Personnel roles and responsibilities under the Task Order:

- A. **TO Procurement Officer** – The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement.
- B. **TO Manager** - The TO Manager or designee has the primary responsibility for the management of the work performed, administrative functions, including issuing oral and/or written directions, and ensuring compliance with the terms and conditions of the CATS+ Master Contract. The TO Manager or designee, will assign tasks to the personnel provided under this TORFP and will track and monitor the work being performed through the monthly accounting of hours' deliverable for work types; actual work produced will be reconciled with the hours reported. The TO manager will also issue and approve WOs, especially those WOs resulting in additional staffing by any of the TO Contractors.
- C. **State Project Manager** – The State will provide a State Project Manager who will be responsible for overseeing performance by the TO Contractor under the TO Agreement. This includes providing appropriate direction to the Contractor PMs and additional resources, reviewing deliverables, including but not limited to project assessments, schedules, and status reports, and providing recommendations for improved performance of the TO Contractor. The State Project Manager will approve WOs and invoices, and ensure compliance with the terms and conditions of the TO Agreement and subsequent WOs executed. Review of time sheets will also be done at the discretion of the State Project Manager.
- D. **TO Contractor** – The TO Contractor is the CATS+ Master Contractor awarded this Task Order. The TO Contractor shall provide human resources as necessary to perform the services described in this TORFP Scope of Work. Additional Key Personnel may be identified after Task Order award.
- E. **TO Contractor Manager** – The TO Contractor Manager will serve as primary point of contact with the TO Manager to regularly discuss progress of tasks, upcoming tasking, historical performance, and resolution of any issues that may arise pertaining to the TO Contractor Personnel. The TO Contractor Manager will serve as liaison between the TO Manager and the senior TO Contractor management.
- F. **TO Contractor Personnel** – Any official, employee, agent, Subcontractor, or Subcontractor agents of the TO Contractor who is involved with the Task Order over the course of the Task Order period of performance.
- G. **Key Personnel** – A subset of TO Contractor Personnel whose departure during the performance period will, in the State's opinion, have a substantial negative impact on Task Order performance. Key Personnel proposed as part of the TO Proposal shall start upon initial

Work Order issuance, immediately following or in conjunction with, TO Award unless specified otherwise in this TORFP. Additional Key Personnel may be identified after TO award.

- H. **TO Oversight Project Manager (OPM)** – Certified Project Manager provided by the TO Contractor. This is the primary resource described as Key Personnel in Section 1.2.
- I. **TO Oversight Program Manager (OPRM)** – Program Manager provided by a TO Contractor. The OPRM may be given responsibility for specific or general DoIT Oversight Program support tasks, results and/or deliverables under the TO Agreement. Such responsibility shall extend across all TO Contractor Staff tasks, results and/or deliverables under this TORFP.
- J. **TO Oversight Additional Resources (OAR)** – Various labor categories provided by the TO Contractor not specifically identified in the TO Proposal who may be acquired by way of work orders to support this TORFP. See price sheet, Attachment B, for a more complete list.

2.3.2 Offeror Experience

The experience below is expected and will be evaluated as part of the TO Technical Proposal described in **Section 6**. All labor category descriptions, including required minimum education and work experience, appear in the CATS+ RFP document online at:

<http://doit.maryland.gov/contracts/Documents/CATSPPlus/CATSPPlusRFP.pdf>

- A. Five (5) years of experience since 2010 supplying a team of at least three (3) IT project managers with the certification minimums, described in 1.2.1, to at least two (2) client organizations, one of which is a state or Federal governmental entity;
- B. Two (2) years of experience since 2015 supplying at least one (1) client organization with Agile certified project managers, examples of which can be found in Section 1.2.1(E), engaged in IT project management and quality assurance. This experience may be concurrent with the requirement above, in **Section 2.3.2 A**; and
- C. Verification of the experience above by references requested in TORFP Technical Proposal package in **Section 5.4.2 G. 1 and 2**.

2.3.3 Offeror's Personnel and Staffing Experience

- A. As a result of State mandated oversight requirements, DoIT anticipates additional TO Contractor oversight resources and at DoIT's discretion, the TO Contractor will be required to satisfy DoIT's needs. TO Contractor personnel shall work with other oversight professionals and with DoIT staff in executing this Scope of Work.
- B. As part of the proposal evaluations for this TORFP, Offeror shall propose three (3) Key Personnel. All other planned positions shall be described generally in a Staffing Plan and will be requested through the Work Order Process (See **Section 3.14**), and may not be used as evidence of fulfilling company or personnel minimum qualifications. Staffing Plans will be evaluated. Further, Staffing Plan guidelines can be found in **Section 5.4.2 D 5**.
- C. DoIT expects the proposed Key Personnel to be available as of the start date specified in the Work Order awards which will follow the TORFP Notice to Proceed (NTP).

- D. DoIT intends to award this Task Order to up to two (2) Master Contractors that propose a team of resources and a Staffing Plan that can best satisfy the TO requirements. Offeror staffing plan should include examples from past work with the State or other customers describing techniques and processes by which Offeror has ramped-up or ramped-down resources to support growing and changing needs of the customers. This staffing plan should address how specific aspects of tasks and deliverables described in **Section 2 & 3** of this TORFP will be met using various labor categories from among those listed on Attachment B, Financial Proposal Price Sheet. Offeror should also include any staff recruitment, HR and retention practices or processes it has used that may set Offerors staffing plan apart from the rest.

2.3.4 Number of Personnel to Propose

As part of the TO Proposal evaluation, Offerors shall propose exactly three (3) key personnel who satisfy the qualifications identified in Section 1.2 above and will be available as of the start date specified in the Notice to Proceed (NTP). DoIT will select a total of three (3) key personnel from the potential aggregate of all six (6) key personnel proposed by up to two (2) Offerors selected (TO Contractors). The Key Personnel selection will be by way of work orders issued immediately following Offeror selection.

2.3.5 Future Staffing

Offerors shall describe in their Staffing Plan how additional resources shall be acquired to meet the changing needs of DoIT. Offerors may generally describe planned positions in a Staffing Plan. Such planned positions may not be used as evidence of fulfilling personnel minimum qualifications.

2.3.6 Key Personnel Identified

The Key Personnel proposed under this TORFP and any personnel proposed in response to a Work Order must meet all minimum qualifications for the labor category proposed, as identified in the CATS + RFP Section 2.10. Personnel qualifications/certifications required by this TORFP shall be substantiated in a format consistent with the Sample Work Order Resume Form, **Appendix 5**. Resumes shall clearly outline starting dates and ending dates for each applicable experience or skill. Refer to CATS+ RFP Section 2.10 for examples of duties for the Key Personnel and the required education, general and specialized experience.

2.3.7 Reserved

2.3.8 Reserved

2.3.9 Substitution of Education for Experience

- A. A Bachelor's Degree or higher may be substituted for the general and specialized experience for those labor categories requiring a High School Diploma.
- B. A Master's Degree may be substituted for two years of the general and specialized experience for those labor categories requiring a Bachelor's Degree. Substitution shall be reviewed and approved by the State at its discretion.

2.3.10 Substitution of Experience for Education

Not permitted under this TORFP.

2.3.11 TO Contractor Personnel Maintain Certifications

Any TO Contractor Personnel provided under this TORFP shall maintain in good standing any required professional certifications for the duration of the TO Agreement.

2.3.12 Work Hours

Normal State Business Hours are defined in Appendix 1, Abbreviations and Definitions.

2.4 Responsibilities and Tasks

2.4.1 Under this task order, the TO Contractor's personnel shall perform the oversight program support functions described below. Examples of written deliverables required in conjunction with these tasks are listed in the Deliverable Descriptions/Acceptance Criteria Chart, Section 2.5 below. Additional tasks and deliverables may be described and requested by way of the Work Order Process in Section 3.14 of this TORFP.

2.4.2 Oversight Program Management Support:

Oversight Program Manager(s) (OPRM(s)) supervise the work of OPMs and OARs, and perform related duties including, but not limited to, developing policies and procedures, enterprise solution roadmaps, executive level briefings and reports, portfolio plans, and statements of work (SOW). The OPRM(s) will also draft Work Orders for on-boarding resources beyond the core team, recommending, when appropriate, the need for IAS, initiating document reviews, monitoring and reporting on oversight program progress to DoIT management via periodic meetings, working with DoIT on billing State agencies for oversight services and any other oversight program support assignments as needed.

2.4.3 Agency MITDP and ITPR Oversight:

All resources must become proficient with DoIT and State policies, procedures and practices as listed in the Required Project Policies, Guidelines and Methodologies Section, 2.4.11, below. OPMs perform MITDP oversight duties consistent with DoIT methods. Duties include, but are not limited to, communicating with MITDP project teams and stakeholders, contributing to DoIT MITDP reports, and attending project related meetings. OPM's also provide assistance and guidance to State Agencies in preparation and submission of required documents, such as, but not limited to, MITDP and ITPR forms necessary for project approval.

2.4.4 Independent Assessment Services (IAS) Management:

(OPRMs, OPMs and OARs) - Oversee DoIT IASs for third party independent assessments. Example IASs, such as IV&V TORFPs, are available at: (<http://doit.maryland.gov/contracts/Pages/IAS-Home.aspx>) CATS+ TORFP Status, search keyword "IV&V". Other IAS task orders may entail, but are not limited to: information systems auditing and quality assurance, risk assessment analysis and assessment of IT contractor experience, capabilities, products, and services.

2.4.5 Technical Business Analysis

TO Contractor OAR staff shall evaluate agency business processes, procedures, requirements, and operations in conjunction with MITDP and other IT initiatives. As requested, shall submit reports to substantiate findings and/or recommendations including, but not limited to, a Technical Business Analysis Report.

2.4.6 Financial Business Analysis

TO Contractor OAR staff shall evaluate agency financial information related to MITDPs and other IT initiatives. As requested, shall submit reports to substantiate findings and/or recommendations including, but not limited to a Financial Business Analysis Report.

2.4.7 Agency Document Reviews:

TO Contractor OAR staff shall review and recommend improvements to agency documents, including solicitations for IT products and services. Adhere to service level agreements for document reviews. Record review findings in the form of marked-up Agency documents.

2.4.8 Oversight Program General Support

The TO Contractor shall manage contract overhead tasks such as, but not limited to, timekeeping and invoice management, monitoring of OPM, OPRM and OAR performance, participating in performance assessments with the TO Manager toward completing monthly Performance Evaluation Forms (PEF) and any other oversight program general overhead support assignments or meetings as needed.

2.4.9 DoIT MITDP Project Health Assessments/Portfolio Review

TO Contractor OPM shall support the development and review of the monthly health assessment reports for completion, accuracy, and OPM validation. These submissions shall be timely and in advance of the monthly health assessment meetings. Development of additional presentations and project portfolio data and dashboards may be required. OPMs shall also support the Portfolio Review process, and associated documentation collection and preparation for the Portfolio Review meetings.

2.4.10 Oversight Program Transition Support

TO Contractor OPM, OPRM and OAR staff shall facilitate transition of oversight program support duties from the incumbent contractor to the TO Contractor. Additionally, it shall support transition to a subsequent contractor before the end of this TO Agreement period of performance.

2.4.11 Required Project Policies, Guidelines and Methodologies

The TO Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting Information Technology projects, which may be created or changed periodically. Offeror is required to review all applicable links provided below and state compliance in its response.

It is the responsibility of the TO Contractor to ensure adherence and to remain abreast of new or revised laws, regulations, policies, standards and guidelines affecting project execution. These include, but are not limited to:

- A. IV&V Sensitive Data Policy (TORFP Appendix 10)
- B. The State of Maryland System Development Life Cycle (SDLC) methodology at: <http://doit.maryland.gov/SDLC/Pages/agile-sdlc.aspx>;
- C. The State of Maryland Information Technology Security Policy and Standards at: <http://doit.maryland.gov/support/Pages/SecurityPolicies.aspx>;
- D. The State of Maryland Information Technology Non-Visual Standards at: <http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx>;
- E. The State of Maryland Information Technology Project Oversight at <http://doit.maryland.gov/epmo/Pages/ProjectMgmt.aspx> ;
- F. The TO Contractor shall follow project management methodologies consistent with the most recent edition of the Project Management Institute's Project Management Body of Knowledge Guide (PMBOK) <https://www.pmi.org/pmbok-guide-standards>;
- G. A consistent methodology for all Task Order activities.

2.4.12 Work Orders

TO Contractor shall perform responsibilities and tasks within awarded Work Orders (“WOs”). Work Orders may include requests by DoIT to on-board OPRMs, OARs and OPMs beyond the core team. WOs may include OPRMs/OPMs/OARs purpose, duties, deliverables, and pricing. WOs for document reviews capture scope, labor categories, pricing, deliverables, etc. WOs are also used to capture scope, resourcing, and pricing for any other oversight program support assignments. WOs may include an MBE goal.

2.4.13 Integrated Project Schedule development with updates

Within 30 calendar days from Notice to Proceed (“NTP”), TO Contractor proposed Key Personnel selected (Core Team) in the TORFP selection process shall collaborate to successfully develop the Oversight Program Master Schedule which is an Integrated Project Schedule (IPS) for tracking all pending and current oversight support tasks, and applicable IV&V activities, if necessary, performed under this task order. Core Team shall then update IPS weekly for the life of the Task Order. At a minimum, the IPS shall show milestones, deliverables, times of performance, degrees of completion and resources for all tasks starting with task pre-planning activities and ending with final task closeout. The TO Contractor shall update the IPS using Microsoft Project schedule demonstrating tasks, task estimates, resource assignments, and dependencies for both Agency and TO Contractor personnel.

2.4.14 Other TO Contractor Tasks

Other services may include, but are not limited to, subject matter expert consulting, DoIT IT project support, DoIT procurement activities, and contract management.

2.4.15 Monthly Performance Rating For Contractor Resources

Each month the TO Contractor shall send to the TO Manager a Performance Evaluation Form (PEF), (**Appendix 8**) for each individual TO Contractor Resource. The TO Contractor shall fill out the top section of the PEF only. The TO Manager or designee shall fill out the “TO Contractor Resource Performance Rating” section of the PEF and return it to the TO Contractor for invoicing purposes. In the event of unsatisfactory performance ratings, the TO Manager shall explain the performance issue in the PEF and may invoke the mitigation procedures described in the Directed Personnel Replacement **Section 3.11.1**. Payment to the TO Contractor may be withheld due to unsatisfactory performance. The Performance Evaluation Form used in **Appendix 8** is subject to review and change at the discretion of the TO Manager.

2.5 Deliverables

Deliverables and acceptance criteria in conjunction with the performance of oversight program support duties are described below. In addition to specific timelines and criteria listed in this section and in **Section 2.5.5**, Deliverable Descriptions/Acceptance Criteria Chart, timeliness and overall quality are acceptance criteria for all deliverables. Deliverables are subject to format, frequency, and content changes based on TO Contractor recommendations as approved by the TO Manager. New deliverables may be added, based on assignments under **Section 2.3.1**, Roles and Responsibilities as well as through the issuance/award of work orders.

2.5.1 Deliverable Submission

- A. The TO Contractor shall submit to the TO Manager, by e-mail, an Agency Deliverable Product Acceptance Form (DPAF), an example of which is provided on DoIT web page here: <http://doit.maryland.gov/contracts/Documents/CATSPPlus/CATS+DPAFSample.pdf>. Unless specified otherwise, written deliverables shall be compatible with Microsoft Office, Suite including Project and Visio within two (2) versions of the current version. At the TO Manager's discretion the TO Manager may request one hard copy of a written deliverable.
- B. A standard deliverable review cycle will be elaborated and agreed-upon between DoIT and the TO Contractor. This review process is entered into when the TO Contractor completes a deliverable.
- C. For any written deliverable, the TO Manager may request a draft version of the deliverable, to comply with the minimum deliverable quality criteria listed in **Section 2.5.3**, Minimum Deliverable Quality. Drafts of each final deliverable, except status reports, may be requested by the TO Manager and are required at least two weeks in advance of when the final deliverables are due (with the exception of deliverables due at the beginning of the project where this lead time is not possible, or where draft delivery date is explicitly stated). Draft versions of a deliverable shall also comply with the minimum deliverable quality criteria.

2.5.2 Deliverable Acceptance

- A. A final deliverable shall satisfy the Responsibilities and Tasks in **Section 2.4** of this TORFP as well as any additional Responsibilities and Tasks called out in a WO awarded for that TORFP deliverable or a WO Deliverable. This includes the quality and acceptance criteria for a final deliverable as defined in **Section 2.5.4 and 5.5**, Deliverable Descriptions/Acceptance Criteria and Deliverable Descriptions/Acceptance Criteria chart and/or further described in a WO Deliverable.
- B. The TO Manager, or designee, will review a final deliverable to determine compliance with the acceptance criteria as defined for that deliverable. The TO Manager is responsible for coordinating comments and input from various team members and stakeholders. The TO Manager is responsible for providing clear guidance and direction to the TO Contractor in the event of divergent feedback from various team members.
- C. The TO Manager, or designee, will issue to the TO Contractor a notice of acceptance or rejection of the deliverable in the DPAF (see online sample at the link in **Section 3.3.3** of this TORFP). Following the return of the DPAF indicating "Accepted" and signed by the TO Manager, the TO Contractor shall submit a proper invoice in accordance with the procedures in **Section 3.3**, Invoicing. The invoice must be accompanied by a copy of the executed DPAF or payment may be withheld.

- D. In the event of rejection, the TO Manager will formally communicate in writing any deliverable deficiencies or non-conformities to the TO Contractor, describing in those deficiencies what shall be corrected prior to acceptance of the deliverable in sufficient detail for the TO Contractor to address the deficiencies. The TO Contractor shall correct deficiencies and resubmit the corrected deliverable for acceptance within the agreed-upon time period for correction.
- E. At the TO Manager's discretion, subsequent project tasks may be halted until deliverable deficiencies are rectified and accepted by the TO Manager or the TO Manager has specifically issued, in writing, a waiver for conditional continuance of project tasks.

2.5.3 Minimum Deliverable Quality

The TO Contractor shall subject each deliverable to its internal quality-control process prior to submitting the deliverable to the State.

Each deliverable shall meet the following minimum acceptance criteria:

- A. Be presented in a format appropriate for the subject matter and depth of discussion.
- B. Be organized in a manner that presents a logical flow of the deliverable's content.
- C. Represent factual information reasonably expected to have been known at the time of submittal.
- D. In each section of the deliverable, include only information relevant to that section of the deliverable.
- E. Contain content and presentation consistent with industry best practices in terms of deliverable completeness, clarity, and quality.
- F. Meets the acceptance criteria applicable to that deliverable, including any State policies, functional or non-functional requirements, or industry standards.
- G. Contains no structural errors such as poor grammar, misspellings or incorrect punctuation.
- H. Must contain the date, author, and page numbers. When applicable for a deliverable, a revision table must be included.
- I. A draft written deliverable may contain limited structural errors such as incorrect punctuation, and shall represent a significant level of completeness toward the associated final written deliverable. The draft written deliverable shall otherwise comply with minimum deliverable quality criteria above.

2.5.4 Deliverable Descriptions/Acceptance Criteria

Though each acceptance criteria in the chart below applies to the deliverable, deliverables under the TO Agreement are not limited to only those on this chart. In addition to the items identified in the chart below, the TO Contractor or the TO Manager may suggest other subtasks, artifacts, or deliverables to improve the quality and success of the assigned tasks. Items listed in this chart may or may not be included in subsequent Work Orders and Work Orders may contain deliverables beyond what is listed in this chart.

2.5.5 Deliverable Descriptions/Acceptance Criteria Chart

ID #	Deliverable Title	Acceptance Criteria	Due Date / Frequency	Note
2.4.9	Health Assessment Report	Has accurately and timely updated health assessment report in required format	Monthly/Per Project	QUAD chart
2.4.9	Portfolio Review	Has set up the portfolio review meeting, collected, and review all relevant documentation, and briefed the EPMO Manager in preparation for the review meeting	3 business days in advance of the portfolio review	
2.4.13	Develop initial Integrated Project Schedule (IPS) and maintain constant updates	Using MS Project has accurately and timely maintained the IPS demonstrating tasks, task estimates, resource assignments, and dependencies for both Agency and TO Contractor personnel.	NTP+ 30 days/then weekly	TORFP Key Personnel selected shall collaborate to create the IPS and to update it weekly. This process is subject to amendment by the TO Manager.
2.4.17 & 2.4.12	Agency Document review	Has created a form on which it accurately and timely updated and delivered evaluation report(s) of progress/status of SDLC deliverables for assigned projects including per-phase approval letters and posts them to the proper document storage location	Monthly per agency per project	Includes a list of all required deliverables including ITPR Forms and the reviewers comments and acceptance of the documents
2.4.2 & 2.4.12	Work Orders	Has accurately and timely responded to all WO requests for work including but not limited to: on-boarding resources, document reviews, and/or any other oversight program support assignments; capturing scope, resourcing, pricing, labor categories, deliverables, etc.	As issued	NOTE: WOs may include an MBE goal
2.4.4	Status report of ongoing IV&V contractors	Has accurately and timely reported on and made recommendations on the progress of existing DoIT IAS such as IV&V contracts.	Monthly or as needed per ongoing contract	
2.4.2 & 2.4.4	IV&V Justification request	Justification is based on DoIT's IV&V policy/ IV&V selection framework	As appropriate	Has accurately assessed the need for, and expertly recommended issuance of a solicitation for an IV&V on a given agency project in need of such.

ID #	Deliverable Title	Acceptance Criteria	Due Date / Frequency	Note
2.4.14	PEF	Has accurately documented contractor section of monthly PEF and submitted it/them to TO Manager for approval prior to monthly invoicing	Monthly	
2.4.4	Technical Business Analysis Summary and Report	Timely and accurate reports submitted to substantiate findings and/or recommendations including, but not limited to a Business Analysis Report.	As requested	Evaluate Agency business processes, procedures, and operations in conjunction with MITDP and other IT initiatives.
2.4.5	Financial Business Analysis Report	Timely and accurate reports submitted to substantiate findings and/or recommendations including, but not limited to a Financial Analysis Report.	As requested	Evaluate Agency financial information related to MITDP and other IT initiatives.
2.4.13	Weekly status reports	Current weeks accomplishments and upcoming weeks plans documented in a status report for the TO Manager. Incorporates all WO resources in the report.	Weekly	
	Legislative reports	Developed and delivered timely reports required of DoIT by the legislature, either by Statute or in addition to any outcome of legislative sessions and so forth.	Per Statute and as requested	

2.5.6 Change Orders

- A. If the TO Contractor is required to perform work other than as identified in this TORFP, or there is a work reduction due to unforeseen scope changes, a TO Change Order is required. The TO Contractor and TO Manager shall negotiate a mutually acceptable price modification based on the TO Contractor's proposed rates in the Master Contract and scope of the work change.
- B. No such change shall be performed until a change order is approved by DoIT and executed by the TO Procurement Officer.

2.6 Service Level Agreement (SLA)

The State reserves the right to identify SLAs at the work order level.

3 TO Contractor Requirements: General

3.1 Task Order Transition-in Requirements (On-Boarding)

- A. TO Manager will, at their sole discretion, determine the On-Boarding process and requirements for the initial staffing and will include any additional instructions in the initial Work Order(s), including the generation of a Transition-in Plan.

3.2 End of Task Order Transition-out Requirements

3.2.1 Transition Assistance as Requested

The TO Contractor shall provide transition assistance as requested by the State to facilitate the orderly transfer of services to the State or a follow-on contractor. Such transition efforts shall consist, not by way of limitation, of:

- A. Provide additional services and/or support as requested to successfully complete the transition;
- B. Maintain the services called for by the Task Order at the required level of proficiency;
- C. Provide updated Documentation, as appropriate; and
- D. Provide current operating procedures, as appropriate.

3.2.2 Prompt and Timely Transition

The TO Contractor shall work toward a prompt and timely transition, proceeding in accordance with the directions of the TO Manager. The TO Manager may provide the TO Contractor with additional instructions to meet specific transition requirements prior to the end of Task Order.

3.2.3 Knowledge Transfer

The TO Contractor shall ensure all necessary knowledge and materials for the tasks completed are transferred to the custody of State personnel or a third party, as directed by the TO Manager.

3.2.4 Technical and Project Support

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

- A. The TO Contractor shall provide a draft Transition-Out Plan at least 60 Business Days in advance of Task Order end date.
- B. The Transition-Out Plan shall address, at a minimum, the following areas:
 - 1) Any staffing concerns/issues related to the closeout of the Task Order;
 - 2) Communications and reporting process between the TO Contractor, DoIT and the TO Manager;
 - 3) Security and system access review and closeout;
 - 4) Any hardware/software inventory or licensing including transfer of any point of contact for required software licenses to DoIT or a designee;
 - 5) Any final training/orientation of DoIT staff or designated third party;
 - 6) Knowledge transfer, including, but not limited to:

- a) A working knowledge of the current environments as well as the general business practices of DoIT;
 - b) Review with DoIT the procedures and practices that support the business process and current environments;
 - c) Working knowledge of all technical and functional matters associated with the performance of this Task Order;
 - d) Documentation that lists and describes all hardware and software tools utilized in the performance of this Task Order; or
 - e) A working knowledge of various utilities and corollary software products used in support of this Task Order;
- 7) Plans to complete tasks and any unfinished work items (including open change requests, and reports); and
 - 8) Any risk or other critical factors identified that are time sensitive must be documented and included in the Transition-Out schedule and transition process.
- C. The TO Contractor shall ensure all documentation and data are current and complete with a hard and soft copy provided in a format prescribed by the TO Manager.

3.2.5 Return and Maintenance of State Data

- A. Upon termination or the expiration of the TO Agreement term, the TO Contractor shall: (a) return to the State all State data in either the form it was provided to the TO 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 TO Agreement term; (c) after the retention period, the TO 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 90-day data retention period.
- B. During any period of service suspension, the TO Contractor shall maintain all State data in its then existing form, unless otherwise directed in writing by the TO Manager.
- C. In addition to the foregoing, the State shall be entitled to any post-termination/expiration assistance generally made available by the TO Contractor with respect to the services.

3.3 Invoicing

3.3.1 Definitions

- A. “Proper Invoice” means a bill, written document, or electronic transmission, readable by the 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.

- B. "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 agency receives a Proper Invoice.
- C. "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.

3.3.2 General

- A. Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS+ Master Contract, Section 2.8.
- B. Additional Invoicing requirements may be established at the Work Order level.
- C. The TO Contractor shall submit invoices in accordance with Section 2.8.1 of the CATS+ Master Contract unless otherwise accepted in the TO Proposal or Work Order response.
- D. An invoice that does not otherwise conform to the requirements in the CATS+ Master Contract, Section 2.8 will be deemed not due and payable.

3.3.3 Deliverable Invoicing

- A. Deliverable invoices shall be accompanied by notice(s) of acceptance issued by the State for all invoices submitted for payment. Payment of invoices will be withheld if a signed DPAF is not submitted (see online example at <http://doit.maryland.gov/contracts/Documents/CATSPPlus/CATS+DPAFSample.pdf>).
- B. Payment for deliverables will only be made upon completion and acceptance of the deliverables as defined in a Work Order or elsewhere on this TORFP.

3.3.4 Travel Reimbursement

Travel will not be reimbursed under this TORFP.

3.3.5 Retainage

This solicitation does not require retainage.

3.4 Liquidated Damages

This solicitation does not require additional liquidated damages.

3.5 Disaster Recovery and Data

This solicitation does not require Disaster Recovery.

3.6 Insurance Requirements

3.6.1 Insurance still current and effective

Offeror shall confirm that, as of the date of its proposal, the insurance policies incorporated into its Master Contract are still current and effective at the required levels (See CATS + Master Contract Section 2.7).

3.6.2 Valid in Maryland

The Offeror shall also confirm that any insurance policies intended to satisfy the requirements of this TORFP are issued by a company that is licensed to do business in the State of Maryland.

3.6.3 Evidence of Insurance

The recommended awardee(s) must provide a certificate(s) of insurance with the prescribed coverages, limits and requirements set forth in this Section 3.6, Insurance Requirements, within five (5) Business Days from notice of recommended award. During the period of performance for multi-year contracts the TO Contractor shall update certificates of insurance annually, or as otherwise directed by the TO Manager.

3.6.4 Reserved

3.7 Reserved Security Requirements

3.7.1 Employee Identification

- A. TO 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 TO Contractor Personnel shall provide additional photo identification.
- B. TO 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. TO Contractor shall remove any TO Contractor Personnel from working on the Task Order where the State determines, in its sole discretion, that said TO Contractor Personnel has not adhered to the Security requirements specified herein.
- D. The State reserves the right to request that the TO Contractor submit proof of employment authorization of non-United States Citizens, prior to commencement of work under the Task Order.
- E. Unless otherwise specified, the cost of complying with all security requirements specified herein are the sole responsibility and obligation of the TO Contractor and its subcontractors and no such costs shall be passed through to or reimbursed by the State or any of its agencies or units.

3.7.2 Security Clearance / Criminal Background Checks

A security clearance is not needed, but a Criminal Background Check is required for this TORFP.

- A. Within thirty (45) days after NTP, the TO Contractor shall obtain from each individual, including subcontractor personnel, assigned to work on the Contract a signed statement permitting a criminal background check, with an annual check thereafter, to be performed at the sole expense to the TO Contractor. DoIT will obtain a criminal background check for any or all individuals using a source of its choosing. The Contract Monitor reserves the right to reject any individual based upon the results of the background check
- B. The State will not accept any individual whose background check reflects any criminal activity to work under this Task Order unless prior written approval is obtained from the TO Contract Manager.

- C. Further, TO Contractor Personnel may be subject to random security checks during entry and exit of State secured areas. The State reserves the right to require TO Contractor Personnel to be accompanied while on secured premises
- D. Individual Work Orders may require additional security checks, which will be identified in the Work Order and be in compliance with the CATS+ Master Contract.

3.7.3 On-Site Security Requirement(s)

- A. TO Contractor Personnel may be barred from entering or exiting any site until such time that the State's conditions and queries are satisfied.
 - 1) TO Contractor Personnel may be subject to random security checks when entering and leaving State secured areas. The State reserves the right to require TO Contractor Personnel to be accompanied while in secured premises.
 - 2) Some State sites, especially those premises of 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, TO 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 TO 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 TO Contractor Personnel. Depending upon facility rules, specific tools or personal items may be prohibited from being brought into the facility.
- B. Any TO Contractor Personnel who enters the premises of a facility under the jurisdiction of the State may be searched, fingerprinted (for the purpose of a criminal history background check), photographed and required to wear an identification card issued by the State.
- C. Further, TO Contractor Personnel shall not violate Md. Code Ann., Criminal Law Art. Section 9-410 through 9-417 and such other security policies of the State that controls the facility to which the TO Contractor Personnel seeks access. The failure of any of the TO Contractor Personnel to comply with any provision of the TO Agreement is sufficient grounds for the State to immediately terminate the TO Agreement for default.

3.7.4 Information Technology

The TO Contractor, and TO 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.

3.7.5 Reserved

3.7.6 Access to Security Logs and Reports

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

3.7.7 Security Plan

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

3.7.8 PCI Compliance

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

3.7.9 Security Incident Response

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

3.7.10 Data Breach Responsibilities

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

3.7.11 Additional Security Requirements

Additional security requirements may be established in a Work Order.

3.7.12 Access and Review

The State shall, at its discretion, have the right to review and assess the Contractor's compliance to the security requirements and standards defined in the TO Agreement as well as the right to audit or review handling and content of any State Information under any type of control of TO Contractor.

3.7.13 Survivability and Flow-down

Provisions in Sections 3.7.1 – 3.7.13 shall survive expiration or termination of the TO Agreement. Additionally, the TO Contractor shall flow down the provisions of Sections 3.7.4-3.7.12 (or the substance thereof) in all subcontracts.

3.8 Reserved**3.9 SOC 2 Type 2 Audit Report**

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

3.10 Reserved

3.11 Substitution of Personnel

3.11.1 Directed Personnel Replacement

- A. The TO Manager may direct the TO Contractor to remove or replace any TO Contractor Personnel who, in the sole discretion of the TO Manager, is unqualified, unproductive, unable to fully perform the job duties, disruptive, or for any other legal basis as identified by the TO Manager. If deemed appropriate in the discretion of the TO Manager, the TO Manager shall give written notice of any TO Contractor Personnel performance issues to the TO Contractor, describing the problem and delineating the remediation requirement(s). The TO Contractor shall provide a written Remediation Plan within three (3) days of the date of the notice. If the TO Manager rejects the Remediation Plan, the TO Contractor shall revise and resubmit the plan to the TO Manager within five (5) days of the rejection, or in the timeframe set forth by the TO Manager in writing. Once a Remediation Plan has been accepted in writing by the TO Manager, the TO Contractor shall immediately implement the Remediation Plan.
- B. Should performance issues persist despite the approved Remediation Plan, the TO Manager will give written notice of the continuing performance issues and either request a new Remediation Plan within a specified time limit or direct the removal and replacement of the TO Contractor Personnel whose performance is at issue. A request for a new Remediation Plan will follow the procedure.
- C. In circumstances of directed removal, the TO Contractor shall provide, if directed, a suitable replacement for TO Manager approval within fifteen (15) days of the date of the notification of directed removal, or the actual removal, whichever occurs first, or such earlier time as directed by the TO Manager in the event of a removal on less than fifteen days' notice
- D. Normally, a directed personnel replacement will occur only after prior notification of problems with requested remediation, as described above. However, the TO Manager reserves the right to direct immediate personnel replacement without utilizing the remediation procedure described above.
- E. Replacement or substitution of TO Contractor Personnel under this section shall be in addition to, and not in lieu of, the State's remedies under the Task Order or which otherwise may be available at law or in equity.

3.11.2 Substitution Prior to and 30 Days After Task Order Execution

- A. Prior to Task Order Execution or within thirty (30) days after Task Order Execution, the Offeror may substitute proposed Key Personnel only under the following circumstances: Vacancy occurs due to the sudden termination, resignation, or approved leave of absence due to an Extraordinary Personnel Event, or death of such personnel. To qualify for such substitution, the Offeror must describe to the State's satisfaction the event necessitating substitution and must demonstrate that the originally proposed personnel are actual full-time direct employees with the Offeror (subcontractors, temporary staff or 1099 contractors do not qualify). 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.
- B. An Extraordinary Personnel Event – means 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.

3.11.3 Substitution More Than 30 Days After Task Order Execution

The procedure for substituting personnel after Task Order execution is as follows:

- A. The TO Contractor may not substitute personnel without the prior approval of the TO Manager.
- B. To replace any personnel, the TO Contractor shall submit resumes of the proposed individual specifying the intended approved labor category. Any proposed substitute personnel shall have qualifications equal to or better than those of the replaced personnel.
- C. Proposed substitute individual shall be approved by the TO Manager. The TO Manager shall have the option to interview the proposed substitute personnel and may require that such interviews be in person. After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the requested substitution. If no acceptable substitute personnel is proposed within the time frame established by the TO Manager, the TO Agreement may be cancelled.

3.12 Minority Business Enterprise (MBE) Reports

3.12.1 MBE PARTICIPATION REPORTS

DoIT will monitor both the TO Contractor's efforts to achieve the MBE participation goal and compliance with reporting requirements.

3.12.2 MBE Reporting

Monthly reporting of MBE participation is required in accordance with the terms and conditions of the CATS+ Master Contract.

- D. The TO Contractor shall submit the following reports by the 15th of each month to the DoIT at the same time the invoice copy is sent:
 - 1) A Prime Contractor Paid/Unpaid MBE Invoice Report (Attachment D-4A) listing any unpaid invoices, over 45 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made; and
 - 2) (If Applicable) An MBE Prime Contractor Report (Attachment D-4B) identifying an MBE prime's self-performing work to be counted towards the MBE participation goals.

3.12.3 Reporting

The TO Contractor shall ensure that each MBE subcontractor provides a completed Subcontractor Paid/Unpaid MBE Invoice Report (Attachment D-4A) by the 15th of each month.

3.12.4 Report Submission

Subcontractor reporting shall be sent directly from the subcontractor to the DoIT. The TO Contractor shall e-mail all completed forms, copies of invoices and checks paid to the MBE directly to the TO Manager.

3.13 Veteran Small Business Enterprise (VSBE) Reports

There is no VSBE Goal for this Task Order.

3.14 Work Order Process (See Appendix 4, Sample Work Order)

A written formal WO request will be sent to one or both TO Contractors, at DoIT's discretion. Specific areas of required expertise may be further defined in a Work Order. The TO Contractor is responsible for ensuring appropriate TO Contractor Personnel are assigned to perform the work as specified in a WO and shall certify that all proposed candidates meet the required qualifications. TO Contractors shall only propose staff available at the time of the WO Proposal. The WO Proposal shall clearly identify applicable experiences related to the requirements of the WO. No work shall begin in advance of a fully executed Work Order Award.

IMPORTANT:

MBE Goals, as set forth in the Key Information Summary Sheet of this TORFP, will be achieved through an aggregate of Work Order MBE goals which could range from 0% to 100% depending on the nature and scope of the specific Work Order.

- A. A Work Order Agreement (see **Appendix 7** for sample) will be issued in accordance with pre-approved Labor Categories with the fully loaded rates proposed in **Attachment B**.
- B. The TO Manager will e-mail a Work Order Request to the TO Contractor to provide services or resources that are within the scope of this TORFP. The Work Order Request will include:
 - 1) Technical requirements and description of the service or resources needed
 - 2) Performance objectives and/or deliverables, as applicable
 - 3) Due date and time for submitting a response to the request
 - 4) Required place(s) where work must be performed
 - 5) MBE Goals when applicable
 - 6) Invoicing requirements
 - 7) Required office space, hardware, software, connectivity
- C. The TO Contractor shall e-mail a response to the TO Manager within the specified time and include at a minimum:
 - 1) A response that details the TO Contractor's understanding of the work;
 - 2) A price to complete the Work Order Request using the format provided in **Appendix 6**, Sample Work Order Price Proposal.
 - 3) A description of any and all proposed resources required to perform the requested tasks, with labor categories listed in accordance with Attachment B and in a format consistent with the Sample Work Order Resume Form, **Appendix 5**, of this TORFP.
 - 4) An explanation of how tasks shall be completed. This description shall include proposed subcontractors and related tasks.
 - 5) State-furnished information, work site, and/or access to equipment, facilities, or personnel
 - 6) The proposed personnel resources, including any subcontractor personnel, to complete the task.
 - 7) Proposed personnel resources to meet an MBE Goal, if applied.

- D. For a T&M Work Order, the TO Manager will review the response and will confirm the proposed labor rates are consistent with this TORFP. For a fixed price Work Order, the TO Manager will review the response and will confirm the proposed prices are acceptable.
- E. The TO Manager may contact the TO Contractor to obtain additional information, clarification or revision to the Work Order, and will provide the Work Order to the TO Procurement Officer for a determination of compliance with the TO Agreement and a determination whether a change order is appropriate. Written TO Procurement Officer approval is required before Work Order execution by the State.
- F. Proposed personnel on any type of Work Order shall be subject to Department approval. The TO Contractor shall furnish resumes of proposed personnel specifying the labor category(s) proposed. The TO Manager will have the option to interview the proposed personnel and, in the event of an interview or not, shall notify the TO Contractor of acceptance or denial of the personnel.
- G. Performance of services under a Work Order shall commence consistent with an NTP issued by the TO Manager for each Work Order.

3.15 Additional Clauses

The TO Contractor shall be subject to the requirements in this section and shall flow down the provisions of **Sections 3.15.1 – 3.15.5** (or the substance thereof, whether in the TORFP or in a WO) in all subcontracts.

3.15.1 TORFP Subject to CATS+ Master Contract

In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS+ RFP issued by the Maryland Department of Information Technology (DoIT) and subsequent Master Contract Project Number 060B2490023.

3.15.2 Time Zone

All times specified in this document are local time, defined as Eastern Standard Time or Eastern Daylight Time, whichever is in effect.

3.15.3 Contract Management Oversight Activities

This section does not apply to this solicitation.

3.15.4 Source Code Escrow

This section does not apply to this solicitation.

3.15.5 Purchasing and Recycling Electronic Products

This section does not apply to this solicitation.

3.15.6 Change Control and Advance Notice

This section does not apply to this solicitation.

3.15.7 No-Cost Extensions

In the event there are unspent funds remaining on the TO Agreement, prior to the TO's expiration date the TO Procurement Officer may modify the TO Agreement to extend the TO Agreement beyond its

expiration date for the performance of work within the TO's scope of work. Notwithstanding anything to the contrary, no funds may be added to the TO Agreement in connection with any such extension.

3.15.8 CERTIFICATION REGARDING DISCRIMINATORY BOYCOTTS OF ISRAEL

Executive Order 01.01.2017.25 (issued October 23, 2017) provides, at regulation .25C, that: "All requests for bids or proposals issued for contracts with Executive agencies shall include the text of the following certification to be completed by the bidder: 'The undersigned bidder hereby certifies and agrees that the following information is correct: In preparing its bid on this project, the bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, 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 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 bids 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 submitted by the bidder on this project, and terminate any contract awarded based on the bid.'"

Pursuant to Executive Order 01.01.2017.25B: "Executive agencies may not execute a procurement contract with a business entity unless it certifies, in writing when the bid is submitted or the contract is renewed, that: (1) it is not engaging in a boycott of Israel; and (2) it will, for the duration of its contractual obligations, refrain from a boycott of Israel."

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4 TORFP Instructions

4.1 TO Pre-Proposal Conference

- 4.1.1 A TO pre-proposal conference (Conference) will be held at the date, time, and location indicated on the Key Information Summary Sheet.
- 4.1.2 Attendance at the Conference is not mandatory, but all interested parties are encouraged to attend in order to facilitate better preparation of their proposals.
- 4.1.3 Following the Conference, the attendance record and summary of the Conference will be distributed via e-mail to all Master Contractors known to have received a copy of this TORFP.
- 4.1.4 Attendees should bring a copy of the solicitation and a business card to help facilitate the sign-in process.
- 4.1.5 In order to assure adequate seating and other accommodations at the Conference, please e-mail the Pre-Proposal Conference Response Form (**Attachment A**) no later than the time and date indicated on the form. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, please notify the TO Procurement Officer at least five (5) business days prior to the Conference date. DoIT will make a reasonable effort to provide such special accommodation.
- 4.1.6 Seating at the Conference will be limited to two (2) attendees per company
- 4.1.7 There will be no Web Conference for this solicitation.
- 4.1.8 A site visit is not going to be scheduled for this solicitation.

4.2 Questions

- 4.2.1 All questions shall identify in the subject line the Solicitation Number and Title (060B8400062 - Oversight Program Support Services), and shall be submitted in writing via e-mail to the TO Procurement Officer no later than the date and time specified the Key Information Summary Sheet.
- 4.2.2 Answers to all questions that are not clearly specific only to the requestor will be provided to all Master Contractors who are known to have received a copy of the TORFP.
- 4.2.3 The statements and interpretations contained in responses to any questions, whether responded to verbally or in writing, are not binding on DoIT unless it issues an amendment in writing.

4.3 TO Proposal Due (Closing) Date and Time

- 4.3.1 TO Proposals, in the number and form set forth in **Section 5**, TO Proposal Format, must be received by the TO Procurement Officer no later than the TO Proposal due date and time indicated on the Key Information Summary Sheet in order to be considered.
- 4.3.2 Requests for extension of this date or time shall be granted at the Procurement Officer's sole discretion.
- 4.3.3 Offerors submitting TO Proposals should allow sufficient delivery time to ensure timely receipt by the TO Procurement Officer. Except as provided in COMAR 21.05.03.02.F and 21.05.02.10,

TO Proposals received after the due date and time listed in the Key Information Summary Sheet will not be considered.

- 4.3.4** 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.
- 4.3.5** TO Proposals may be modified or withdrawn by written notice received by the TO Procurement Officer before the time and date set forth in the Key Information Summary Sheet for receipt of TO Proposals.

4.4 Award Basis

Based upon an evaluation of TO Proposal responses as provided in **Section 6.4**, below, up to two (2) Master Contractors will be selected to conduct the work defined in **Sections 2 and 3**. A specific Task Order, **Attachment M**, will then be entered into between the State and each selected Master Contractor (TO Contractor), which will bind each TO Contractor to the contents of its TO Proposal, including the TO Financial Proposal.

4.5 Oral Presentation

- 4.5.1** Offerors and proposed TO Contractor Personnel will be required to make an oral presentation 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 Master Contractor's TO Proposal. The TO Procurement Officer will notify Offerors of the time and place of oral presentations and interviews, should interviews be scheduled separately.
- 4.5.2** Unless there is down-select pursuant to Section 4.20 below, all Offerors meeting minimum qualifications shall participate in interviews, which are a type of oral presentation. All candidates shall be interviewed in substantially the same manner. The TO Procurement Officer shall, for each round of interviews, determine whether phone or in-person interviews will be utilized. At the TO Procurement Officer's discretion, interviews may be conducted via the internet (e.g., Skype, Go-to-Meeting, WebEx) in lieu of in-person interviews.

4.6 Limitation of Liability

The TO Contractor's liability is limited in accordance with the Limitations of Liability section of the CATS+ Master Contract. TO Contractor's liability for this TORFP is limited to one (1) times the total TO Agreement amount.

4.7 MBE Participation Goal

A minimum overall MBE subcontractor participation goal of 20% has been established for the aggregate of all Work Order Agreements awarded pursuant to this TORFP. The State will assess the potential for an MBE subcontractor participation goal for each Work Order issued subsequent to this TORFP and shall set a goal, if appropriate.

- 4.7.1** Each Master Contractor that responds to this TORFP shall complete, sign, and submit, without edits, Attachment D-TORFP Acknowledgement of Work Order MBE Requirements at the time of TO Proposal submission (See Table 1, **Section 7** TORFP Attachments and Appendices for other MBE required forms.) Failure of the Master Contractor to complete, sign, and submit all

required MBE documentation at the time of TO Proposal submission will result in the State's rejection of the Master Contractor's TO Proposal.

- 4.7.2** In 2014, Maryland adopted new regulations as part of its Minority Business Enterprise (MBE) program concerning MBE primes. Those new regulations, which became effective June 9, 2014 and are being applied to this task order, provide that when a certified MBE firm participates as a prime contractor on a contract, an agency may count the distinct, clearly defined portion of the work of the contract that the certified MBE firm performs with its own forces toward fulfilling up to fifty-percent (50%) of the MBE participation goal (overall) and up to one hundred percent (100%) of not more than one of the MBE participation subgoals, if any, established for the contract. Please see the attached MBE forms and instructions.

4.8 VSBE Goal

There is no VSBE participation goal for this procurement.

4.9 Living Wage Requirements

The Master Contractor shall abide by the Living Wage requirements under Title 18, State Finance and Procurement Article, Annotated Code of Maryland and the regulations proposed by the Commissioner of Labor and Industry.

All TO Proposals shall be accompanied by a completed Living Wage Affidavit of Agreement, **Attachment F** of this TORFP.

4.10 Federal Funding Acknowledgement

This Task Order does not contain federal funds.

4.11 Conflict of Interest Affidavit and Disclosure

- 4.11.1** The TO Contractor awarded the TO Agreement shall provide IT technical and/or consulting services for State agencies or component programs within those agencies, and must do so impartially and without any conflicts of interest. Offerors shall complete and sign the Conflict of Interest Affidavit and Disclosure (Attachment H) and submit it with their Proposals.
- 4.11.2** All Offerors are advised that if a TO Agreement is awarded as a result of this solicitation, the TO Contractor's Personnel who perform or control work under this TO Agreement and each of the participating subcontractor personnel who perform or control work under this TO Agreement shall be required to complete agreements substantially similar to Attachment H, conflict of interest Affidavit and Disclosure. This document must be completed and submitted with the TO Proposal.
- 4.11.3** If the TO Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the TO Procurement Officer may reject a Master Contractor's TO Proposal under COMAR 21.06.02.03B.
- 4.11.4** Master Contractors should be aware that the State Ethics Law, Md. Code Ann., General Provisions Article, Title 5, might limit the selected Master Contractor's ability to participate in future related procurements, depending upon specific circumstances.
- 4.11.5** By submitting a Conflict of Interest Affidavit and Disclosure, the Offeror shall be construed as certifying all TO Contractor Personnel and Subcontractors are also without a conflict of interest as defined in COMAR 21.05.08.08A.

NOTE:

The selected TO Contractor and any subcontractor(s) shall not be eligible for award to a contract or task order supporting a Major Information Technology Development Project (MITDP), as defined by DoIT, for the duration of the TO Agreement. Further, the selected TO Contractor and any subcontractor(s) shall not be eligible for award to ANY contract resulting from a solicitation that the TO Contractor personnel reviewed and/or commented on via DoIT oversight process, as required by this TORFP.

4.12 Non-Disclosure Agreement

All Offerors are advised that this solicitation and any TO Agreement(s) and/or Work Order(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 **Attachment I**, Non-Disclosure Agreement (TO Contractor) including **I-2** and **I-3** be completed and submitted with the TO Proposal.

4.13 HIPAA - Business Associate Agreement

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

4.14 Iranian Non-Investment

All TO Proposals shall be accompanied by a completed Certification Regarding Investments in Iran, **Attachment P** of this TORFP.

4.15 Mercury and Products That Contain Mercury

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

4.16 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 L**. The Disclosure must be provided with the TO Proposal.

4.17 Department of Human Services (DHS) Hiring Agreement

This solicitation does not require a DHS Hiring Agreement.

4.18 Small Business Reserve (SBR) Set-Aside

This solicitation is not designated as a Small Business Reserve (SBR) set-aside solicitation.

4.19 Bonds

This solicitation does not require the issuance of any bonds.

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4.20 Down-Select Procedure

In the event that more than ten (10) qualified TO Proposals are received, the TO Procurement Officer may elect to follow a down-select process as follows:

- 4.20.1** A technical ranking will be performed based on the TO Proposal, including the resumes and staffing plans submitted. TO Proposals will be ranked from highest to lowest for technical merit based on the written submission, quality of the resumes submitted and the extent to which the proposed individuals' qualifications align with the position needs as described in this TORFP.
- 4.20.2** If the Down-Select Procedure is elected, at least the top ten (10) TO Proposals identified by the technical ranking will be invited to interviews. All other Offerors will be notified of non-selection for this TORFP.

5 TO Proposal Format

5.1 Required Response

Each Master Contractor receiving this CATS+ TORFP shall respond no later than the submission due date and time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one of two possible responses: 1) a TO Proposal; or 2) a completed Master Contractor Feedback Form (available online within the Master Contractor Admin System). The feedback form helps the State understand for future contract development why Master Contractors did not submit proposals. The form is accessible via the CATS+ Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu.

A TO Proposal shall conform to the requirements of this CATS+ TORFP.

5.2 Two Part Submission

Offerors shall submit TO Proposals in two (2) separate volumes:

- Volume I – TO TECHNICAL PROPOSAL
- Volume II – TO FINANCIAL PROPOSAL

5.3 TO Proposal Packaging and Delivery

5.3.1 No FAX:

TO Proposals delivered by facsimile shall not be considered.

5.3.2 No pricing in Technical Proposal

Offeror shall not provide pricing information in the TO Technical Proposal Package.

5.3.3 Email Submission

Offerors may submit TO Proposals by e-mail to the TO Procurement Officer Address listed on the Key Information Summary Sheet.

An Offeror wishing to deliver a hard copy (paper) TO Proposal packages shall contact the TO Procurement Officer for instructions and to make special arrangements. See Section 5.3.5 below.

- A. All documents attached to TO Proposal e-mails shall have password protection.
- B. The TO 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 TO Procurement Officer's e-mail box. Time stamps on outgoing email from Master TO 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, TO Proposals received by the TO Procurement Officer after the due date will not be considered.
- C. The State has established the following procedure to restrict access to TO Proposals received electronically:
 - 1) All TO Technical Proposals and TO Financial Proposals should be **password protected**, and the password for the TO Technical Proposals must be different from the password for the TO Financial Proposal;

- 2) Offerors will provide these passwords to DoIT **upon request** or their TO Proposal will be deemed not susceptible for award. Subsequent submissions of TO Proposal content will not be allowed.
- D. The TO Procurement Officer will only contact those Offerors with TO Proposals that are reasonably susceptible for award.
- E. TO Proposals submitted via e-mail must not exceed 25 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.
- F. The e-mail submission subject line shall state the TORFP 060B8400062 and either “Technical” or “Financial.”

5.3.4 Two Part Formatting:

- A. TO Technical Proposal shall consist of:
 - 1) TO Technical Proposal and all supporting material in Microsoft Word format, version 2007 or greater;
 - 2) The TO Technical Proposal in searchable Adobe PDF format;
 - 3) A searchable Adobe copy of the TO Technical Proposal;
 - 4) A second searchable Adobe copy of the TO Technical Proposal, redacted in accordance with confidential and/or proprietary information removed (see **Section 5.4.2.I, Confidentiality**).
- B. TO Financial Proposal shall consist of:
 - 1) TO Financial Proposal and all supporting material in Microsoft Excel format;
 - 2) The TO Financial Proposal in searchable Adobe PDF format;
 - 3) A searchable Adobe copy and an Excel copy of the TO Financial Proposal;
 - 4) A second searchable Adobe copy of the TO Financial Proposal, redacted in accordance with confidential and/or proprietary information removed (see **Section 5.4.2.I**).

5.3.5 Paper Submission Request:

Offerors may make special arrangements, with the TO Procurement Officer, identified in the Key Information Summary Sheet, to submit TO Proposals by hand or by mail. Paper/Hard copy submissions are subject to specific guidelines and deadlines. TO Proposals not in compliance with and/or not meeting these guidelines and deadlines will not be considered.

5.4 Volume I - TO Technical Proposal

NOTE: **Do not provide pricing information** in the Volume I, TO Technical Proposal. (Include pricing information only in Volume II, the TO Financial Proposal.)

- 5.4.1 In addition to the instructions below, responses in the Offeror’s TO Technical Proposal shall reference the organization and numbering of Sections in the TORFP (e.g., “Section 2.2.1 Response . . . ; “Section 2.2.2 Response . . .”). All pages of both TO Proposal volumes shall be consecutively numbered from beginning (Page 1) to end (Page “x”).

- 5.4.2** The TO Technical Proposal shall include the following documents and information in the order specified as follows:
- A. Proposed Services:
- 1) Executive Summary: A one-page summary describing the Offeror's understanding of the TORFP scope of work (**Sections 2 and 3**) and proposed solution.
 - 2) Proposed Solution: A more detailed description of the Offeror's understanding of the TORFP scope of work, proposed methodology and solution. The proposed solution shall be organized to exactly match the requirements outlined in **Sections 2 and 3**.
 - 3) Assumptions: A description of any assumptions formed by the Offeror in developing the TO Technical Proposal.
 - 4) Tools the Master Contractor owns and proposes for use to meet any tasks and requirements in **Sections 2 and 3**.
- B. Proposer Information Sheet and Transmittal Letter
- The Offeror Information Sheet (see **Appendix 2**) and a Transmittal Letter shall accompany the TO Technical Proposal. The purpose of the Transmittal Letter is to transmit the TO Proposal and acknowledge the receipt of any addenda to this TORFP issued before the TO Proposal due date and time. Transmittal Letter should be brief, be signed by an individual who is authorized to commit the Offeror to its TO Proposal and the requirements as stated in this TORFP, and contain acknowledgement of all addenda to this TORFP issued before the TO Proposal due date.
- C. Minimum Qualifications Documentation
- The Offeror shall submit any Minimum Qualifications documentation that may be required, as set forth in TORFP **Section 1**.
- D. Proposed Personnel and TORFP Staffing
- Offeror shall propose exactly three (3) Key Personnel in response to this TORFP. Offeror shall:
- 1) Identify the qualifications and types of staff proposed to be utilized under the Task Order. The Offeror shall describe in detail how the proposed staff's experience and qualifications relate to their specific responsibilities, including any staff of proposed subcontractor(s), as detailed in the Staffing Plan.
 - 2) Complete and provide for each proposed resource resume in the format of **Appendix 5** Sample Work Order Resume Form.
 - 3) Provide evidence proposed personnel possess the required certifications in accordance with **Section 1.2** Offeror Key Personnel Qualifications and Experience. Also provide scanned copies of current documents to substantiate any certificates, degrees and awards that the Offeror has listed in **Appendix 5**, Sample Work Order Resume Form.
 - 4) Provide two (2) references per proposed Key Personnel containing the information listed in the references section of **Appendix 5**.
 - 5) Provide a Staffing Plan that demonstrates how the Offeror will provide resources in addition to the personnel requested in this TORFP, and how the TO Contractor Personnel shall be managed. Include:

- a) Planned team composition by role (Important: Identify specific names and provide history only for the proposed Key Personnel resources required for evaluation of this TORFP).
 - b) Process and proposed lead time for locating and bringing on board resources that meet the Task Order needs.
 - c) Supporting descriptions for all labor categories proposed in response to this TORFP.
 - d) Description of approach for quickly substituting qualified personnel after start of the Task Order.
- 6) Provide the names and titles of the Offeror's management staff who will supervise the personnel and quality of services rendered under this TO Agreement.
- E. Subcontractors
- Identify all proposed Subcontractors, including MBEs, and their roles in the performance of the scope of work hereunder.
- F. Overall Offeror team organizational chart
- G. Master Contractor and Subcontractor Experience and Capabilities
- 1) Provide at least two (2) and up to as many as appropriate, examples of engagements or contracts the Master Contractor or Subcontractor, if applicable, has completed that were similar to the requested scope of work. Include contact information for each client organization complete with the following:
 - a) Name of organization.
 - b) Point of contact name, title, e-mail and telephone number (point of contact shall be accessible and knowledgeable regarding experience)
 - c) Services provided as they relate to the scope of work.
 - d) Start and end dates for each example engagement or contract.
 - e) Current Master Contractor team personnel who participated on the engagement.
 - f) If the Master Contractor is no longer providing the services, explain why not.
 - 2) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any entity of the State of Maryland.

For each identified contract, the Master Contractor shall provide the following:

 - a) Contract or task order name;
 - b) Name of organization;
 - c) Point of contact name, title, e-mail, and telephone number (point of contact shall be accessible and knowledgeable regarding experience);

- d) Start and end dates for each engagement or contract. If the Master Contractor is no longer providing the services, explain why not;
- e) Dollar value of the contract;
- f) Indicate if the contract was terminated before the original expiration date; and
- g) Indicate if any renewal options were not exercised.

Note: State of Maryland experience can be included as part of **G.1** above as engagement or contract experience. State of Maryland experience is neither required nor given more weight in proposal evaluations.

H. State Assistance

Provide an estimate of expectation concerning participation by State personnel.

I. Confidentiality

A Master Contractor should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 4, of the General Provisions Article of the Annotated Code of Maryland. Master Contractors are advised that, upon request for this information from a third party, the TO Procurement Officer will be required to make an independent determination regarding whether the information may be disclosed.

Offeror shall furnish a list that identifies each section of the TO Technical Proposal where, in the Offeror's opinion, the Offeror's response should not be disclosed by the State under the Public Information Act.

J. Additional Submissions:

- 1) Attachments and Exhibits;
 - a) All forms required for the TO Technical Proposal are identified in **Table 1 of Section 7, TORFP ATTACHMENTS AND APPENDICES**. Unless directed otherwise by instructions within an individual form, complete, sign, and include all required forms in the TO Technical Proposal.
 - b) No attachment forms shall be altered. Signatures shall be clearly visible.
- 2) Offerors shall furnish with their Technical TO Proposal 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 this Task Order Agreement, including but not limited to software license agreement(s), end user license agreement(s), AUP. This includes the complete text of all agreements referenced or incorporated in primary documents (i.e., links to the relevant agreements are not allowed).
- 3) Any services furnished from third party entities, e.g., resold services, shall include current Letters of Authorization or such other documentation demonstrating the authorization for such services.

5.4.3 Summary of Volume I Attachments:

No attachment forms shall be altered. Signatures shall be clearly visible.

The following signed attachments shall be included with the TO Technical Proposal in password-protected PDF format (for e-mail delivery). For paper submissions, submit two (2) copies of each with original signatures.

- | | |
|-----------------------|--|
| 1. Attachment D-TORFP | MBE form. |
| 2. Attachment F | Living Wage Affidavit of Agreement. |
| 3. Attachment H | Conflict of Interest Affidavit and Disclosure. |
| 4. Attachment I* | Non-Disclosure Agreement. |
| 5. Attachment L | Location of the Performance of Service Disclosure. |
| 6. Attachment P | Certification Regarding Investments in Iran. |
| 7. Appendix 2 | Offeror Information Sheet. |
| 8. Appendix 5** | Sample Work Order Resume Form. |

*Attachment I, Non-Disclosure Agreement (TO Contractor), is due no later than 5 business days after recommended award, but to save time and effort Offeror may choose to submit the completed NDA with the proposal as part of the Volume I package.

**Attach a separate Appendix 5 for each proposed Key Personnel.

5.5 Volume II – TO Financial Proposal

- 5.5.1** The TO Financial Proposal shall contain all price information in the format specified in **Attachment B** - Financial Proposal Form. The Offeror shall complete the Financial Proposal Form only as provided in the Financial Proposal Form Instructions and the Financial Proposal Form itself.
- 5.5.2** The TO Financial Proposal shall contain a description of any assumptions on which the Master Contractor's TO Financial Proposal is based (Assumptions shall not constitute conditions, contingencies, or exceptions to the Financial Proposal Form).
- 5.5.3** **Attachment B**– is the Financial Proposal Form, with all proposed labor categories including all rates fully loaded. Master Contractors shall list all resources by approved CATS+ labor categories in the TO Financial Proposal in the appropriate tabs, Rates for Key Personnel and Rates for WO labor Category.
- 5.5.4** To be responsive to this TORFP, the Financial Proposal Form shall provide labor rates for all labor categories anticipated for this TORFP. Proposed rates shall not exceed the rates defined in the Master Contract for the Master Contract year(s) in effect at the time of the TO Proposal due date.
- 5.5.5** **Note: Failure to specify a CATS+ labor category in the completed Financial Proposal Form for each proposed resource in each tab will make the TO Proposal non-responsive to this TORFP.**
- 5.5.6** Offerors Financial Proposals are irrevocable for 120 days.

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6 Evaluation and Selection Process

The TO Contractor will be selected from among all eligible Master Contractors within the appropriate Functional Area responding to the CATS+ TORFP. In making the TO Agreement award determination, DoIT will consider all information submitted in accordance with **Section 5**, TO Proposal Format.

6.1 Evaluation Committee

Evaluation of TO 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 TO Proposals, participate in Offeror oral presentations and discussions, and provide input to the TO Procurement Officer. DoIT reserves the right to utilize the services of individuals outside of the established Evaluation Committee for advice and assistance, as deemed appropriate.

During the evaluation process, the TO Procurement Officer may determine at any time that a particular Offeror is not susceptible for award.

6.2 TO Technical Proposal Evaluation Criteria

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

6.2.1 Offeror's Technical Response to TORFP Requirements (See TORFP § 5.4.2)

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

6.2.2 Experience and Qualifications of Proposed Staff (See TORFP § 5.4.2.D)

The capability of the proposed resources to perform the required tasks and produce the required deliverables in the TORFP **Sections 2 and 3**. Capability will be determined from each proposed individual's resume, reference checks, and oral presentation (See **Section 4.5** Oral Presentation).

6.2.3 Offeror Qualifications and Capabilities, including proposed subcontractors (See TORFP § 5.4.2.G)

6.2.4 Demonstration of how the Master Contractor plans to staff the task order at the levels set forth in the TORFP and also for potential future resource requests.

6.3 TO Financial Proposal Evaluation Criteria

- A) TO Technical Proposals meeting minimum qualifications will have financial proposals evaluated.
- B) Qualified TO Price Proposals shall be reviewed and ranked from lowest to highest by the "Overall Evaluated Price for Key Personnel, Critical and Other Labor Categories" as shown in Tab 4 of **Attachment B**, TO Financial Proposal Price Sheet.
- C) "Total Evaluated Price" for Key & Work Order Personnel is for evaluation purposes only and does not reflect actual Task Order value.

- D) The Total Evaluated Price will consist of the cost of the Key Personnel for the base term and option years of the Contract plus a fraction of the labor categories supporting the Work Orders. Such fraction will be identified in Attachment B TO Financial Proposal Price Sheet, Tab 5 Overall Evaluated Price.
- E) The State reserves the option to request a BAFO (Best and Final Offer) on pricing.

6.4 Selection Procedures

TO Technical Proposals shall be evaluated based on the criteria set forth above in **Section 6.2**, TO Technical Proposal Evaluation Criteria. **Section 6.2** and **Section 6.3**, TO Financial Proposal Evaluation Criteria will be evaluated independently of each other.

- A. TO Proposals will be assessed throughout the evaluation process for compliance with the minimum qualifications listed in **Section 1** of this TORFP, and quality of responses to **Section 5.4** Volume I - TO Technical Proposal. Failure to meet the minimum qualifications shall render a TO Proposal not reasonably susceptible for award. The TO Procurement Officer will notify those Offerors who have not been selected to perform the work.
- B. TO Technical Proposals will be evaluated and ranked from highest to lowest for technical merit. Oral presentations and discussions may be held to assure full understanding of the State's requirements and of the qualified Offeror's proposals and abilities to perform, and to facilitate arrival at a TO Agreement that is most advantageous to the State.
- C. For all TO Proposals deemed technically qualified, oral presentations and interviews of proposed Key Personnel will be performed. However, in the event that more than ten (10) responsive proposals are received, the TO Procurement Officer may perform a **down select** process. If so, at least the top (10) technically ranked proposals will be notified of oral presentations and interviews. All other Offerors will be notified of non-selection of this TORFP.
- D. The Procurement Officer will only open the TO Financial Proposals associated with the TO Technical Proposals that have been classified as reasonably susceptible for award or, if a down select has been performed, TO Financial Proposals of those remaining in the competition.
- E. After review of TO Financial Proposals, TO Financial Proposals for qualified Offerors will be reviewed and ranked from lowest to highest price proposed.
- F. When in the best interest of the State, the TO 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.
- G. The Procurement Officer shall make a determination recommending award of the TO to the responsible Offeror who has the TO Proposal determined to be the most advantageous to the State, considering price and the evaluation criteria set forth above. In making this selection, the TO Technical Proposal will be given greater weight than the TO Financial Proposal. The Procurement Officer reserves the right to award up to two Master Contractors.

All Master Contractors submitting a TO Proposal shall receive written notice from the TO Procurement Officer identifying the awardee.

6.5 Documents Required upon Notice of Recommendation for Task Order Award

Upon receipt of a Notification of Recommendation for Task Order award, the apparent awardee shall complete and furnish the documents and attestations as directed in Table 1 of **Section 7**, TORFP Attachments and Appendices.

Commencement of work in response to a TO Agreement shall be initiated only upon the completed documents and attestations, plus:

- A. Issuance of a fully executed TO Agreement,
- B. Work Order Award, followed by a
- C. Purchase Order, and
- D. By a Notice to Proceed authorized by the TO Procurement Officer.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

7 TORFP ATTACHMENTS AND APPENDICES

Instructions Page

A TO Proposal submitted by an Offeror must be accompanied by the completed forms and/or affidavits identified as “with proposal” in the “When to Submit” column in Table 1 below. All forms and affidavits applicable to this TORFP, 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 proposal:

- A. For e-mail submissions, submit one (1) copy of each with signatures.
- B. For paper submissions, submit four (4) copies of each with original signatures. All signatures must be clearly visible.

All Offerors are advised that if a Task Order is awarded as a result of this solicitation, the successful Offeror 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 three (3) 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: TORFP ATTACHMENTS AND APPENDICES

Applies?	When to Submit	Label	Attachment Name
Y	Before TO Proposal	A	Pre-Proposal Conference Response Form
Y	With TO Proposal (Volume II)	B	TO Financial Proposal Instructions and Form
N	N/A	C	RESERVED
Y	With TO Proposal	D	MBE Forms D-TORFP,
Y	With WO	D	D-1A
Y	10 Business Days after recommended award	D	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.
Y	As directed in forms	D	MBE Forms D-4A, D-4B, D-5
N	N/A	E	Veteran-Owned Small Business Enterprise (VSBE) Form E-1
N	N/A	E	VSBE Forms E-1B, E-2, E-3 Important: Attachment E-1B, if a waiver has been requested, is also required within 10 days of recommended award.

Applies?	When to Submit	Label	Attachment Name
Y	With TO Proposal	F	Maryland Living Wage Requirements for Service Task Orders and Affidavit of Agreement
N	N/A	G	Federal Funds Attachments
Y	With TO Proposal	H	Conflict of Interest Affidavit and Disclosure
Y	NLT 5 Business Days after recommended award	I	Non-Disclosure Agreement (Can be included with Volume I)
N	N/A	J	HIPAA Business Associate Agreement
N	N/A	K	Mercury Affidavit
Y	With TO Proposal	L	Location of the Performance of Services Disclosure
Y	5 Business Days after recommended award	M	Task Order Agreement
N	N/A	N	RESERVED
N	N/A	O	RESERVED
Y	With Proposal	P	Certification Regarding Investment in Iran
Appendices			
Applies?	When to Submit	Label	Attachment Name
Y	N/A	1	Abbreviations and Definitions
Y	With TO Proposal	2	Offeror Information Sheet
Y	45 days after NTP	3	Criminal Background Check Affidavit
Y	N/A	4	Sample Work Order
Y	With TO Proposal	5	Sample Work Order Resume Summary
Y	With WO Response	6	Sample Work Order Price Proposal
Y	N/A	7	Sample Work Order Agreement
N	N/A	8	Not used
N	N/A	9	Non-Disclosure Agreement (Offeror)
Additional Submissions			

Applies?	When to Submit	Label	Attachment Name
Y	With deliverables	--	Deliverable Product Acceptance Form (DPAF) (see online at http://doit.maryland.gov/contracts/Documents/CATSPlus/CATS+DPAFSample.pdf)

Attachment A. TO Pre-Proposal Conference Response Form

Solicitation Number 060B840062

Oversight Program Support Services

A TO Pre-proposal conference will be held on July 10, 2018 at 2:00 PM to 4:00 PM at DoIT in Room A on the 1st Floor.

Please return this form by July 6, 2018, advising whether or not you plan to attend. The completed form should be returned via e-mail or fax to the TO Procurement Officer at the contact information below:

Memory Jackson
DoIT
E-mail: Memory.Jackson@maryland.gov
Fax: N/A

Please indicate:

_____ Yes, the following representatives will be in attendance.

Attendees (Check the TORFP for limits to the number of attendees allowed):

- 1.
- 2.
- 3.

_____ No, we will not be in attendance.

Please specify whether any reasonable accommodations are requested (see TORFP § 4.1“TO Pre-proposal conference”):

Offeror:

Offeror Name (please print or type)

By:

Signature/Seal

Printed Name:

Printed Name

Title:

Title

Date:

Date

Directions to the TO Pre-Proposal Conference

From Baltimore: Follow the Beltway (I-695) to Exit 4, I-97 towards Annapolis, 11 miles to Exit 5, Route 178. Two miles, to right on Crownsville Road, then immediately right onto Fairfield Loop Road, and left into the People's Resource Center at 100 Community Place.

From Columbia: Follow Route 32 east to I-97 south towards Annapolis. Take first exit (Exit 5), Route 178 (towards Crownsville). Two miles, to right on Crownsville Road, then immediately right onto Fairfield Loop Road, and left into the People's Resource Center at 100 Community Place.

From Washington: Follow the Beltway (I-495/95) to U.S. Route 50 east towards Annapolis (18 miles) to Route 450. Turn right towards Crownsville. Continue straight (becomes Route 178) for 4.5 miles to left on Crownsville Road, then immediately right onto Fairfield Loop Road, and left into the People's Resource Center at 100 Community Place.

From Annapolis: Follow Rowe Boulevard to Bestgate Road to end. Right on Route 178 for 4 miles to left on Crownsville Road, then immediately right onto Fairfield Loop Road, and left into the People's Resource Center at 100 Community Place.

Attachment B. TO Financial Proposal Price Sheet (with instructions)

See all three tabs of the Excel separate **Attachment B**, TO Financial Proposal Price Sheet.xlsx.

Attachment C. RESERVED

Attachment D – TORFP Acknowledgement of Work Order MBE Requirements

Department of Information Technology Oversight Program Support Services - Acknowledgement of Work Order MBE Requirements

This document shall be included with the submittal of the Master Contractor’s response to the TORFP. If the Master Contractor fails to complete and submit this form with its response to the TORFP, the Procurement Officer shall determine that the Master Contractor’s response to the TORFP is not reasonably susceptible of being selected for award.

In conjunction with the offer submitted in response to Solicitation No. 060B8400062, I affirm the following:

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

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

Bidder/Offeror Name

Signature of Affiant

Address

Printed Name, Title

Date

Attachment D. Minority Business Enterprise (MBE) Forms**TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING REQUIREMENTS****CATS+ TORFP # 060B8400062**

If after reading these instructions you have additional questions or need further clarification, please contact the TO Manager immediately.

- 1) As the TO Contractor, you have entered into a TO Agreement with the State of Maryland. As such, your company/firm is responsible for successful completion of all deliverables under the contract, including your commitment to making a good faith effort to meet the MBE participation goal(s) established for TORFP. Part of that effort, as outlined in the TORFP, includes submission of monthly reports to the State regarding the previous month's MBE payment activity. Reporting forms D-4A (MBE Prime Contractor Paid/Unpaid Invoice Report), D-4B (MBE Prime Contractor Report) and D-5 (MBE Subcontractor Paid/Unpaid Invoice Report) are attached for your use and convenience.
- 2) The TO Contractor must complete a separate Form D-4A for each MBE subcontractor for each month of the contract and submit one copy to each of the locations indicated at the bottom of the form. The report is due no later than the 15th of the month following the month that is being reported. For example, the report for January's activity is due no later than the 15th of February. With the approval of the TO Manager, the report may be submitted electronically. Note: Reports are required to be submitted each month, regardless whether there was any MBE payment activity for the reporting month.
- 3) The TO Contractor is responsible for ensuring that each subcontractor receives a copy of Form 2-5 (e-copy of and/or hard copy). The TO Contractor should make sure that the subcontractor receives all the information necessary to complete the form properly, including all of the information located in the upper right corner of the form. It may be wise to customize Form 2-5 (upper right corner of the form) for the subcontractor. This will help to minimize any confusion for those who receive and review the reports.
- 4) It is the responsibility of the TO Contractor to make sure that all subcontractors submit reports no later than the 15th of each month, **including reports showing zero MBE payment activity**. Actual payment data is verified and entered into the State's financial management tracking system from the **Subcontractor's D-5 report only**. Therefore, if the subcontractor(s) do not submit D-5 payment reports, the TO Contractor cannot and will not be given credit for subcontractor payments, regardless of the TO Contractor's proper submission of Form D-4A. The TO Manager will contact the TO Contractor if reports are not received each month from either the prime contractor or any of the identified subcontractors.
- 5) The TO Contractor must promptly notify the TO Manager if, during the course of the contract, a new MBE subcontractor is utilized. Failure to comply with the MBE contract provisions and reporting requirements may result in sanctions, as provided by COMAR 21.11.03.13.

D-1A Instructions
MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT
& MBE PARTICIPATION SCHEDULE INSTRUCTIONS

PLEASE READ BEFORE COMPLETING THIS DOCUMENT

This form includes Instructions and the MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule which must be submitted with the proposal. If the Offeror fails to accurately complete and submit this Affidavit and Schedule with the proposal as required, the Procurement Officer shall deem the shall determine that the proposal is not reasonably susceptible of being selected for award.

1. Contractor shall structure its procedures for the performance of the work required in this Contract to attempt to achieve the minority business enterprise (MBE) subcontractor participation goal stated in the Request for Proposals. Contractor agrees to exercise good faith efforts to carry out the requirements set forth in these Instructions, as authorized by the Code of Maryland Regulations (COMAR) 21.11.03.
2. MBE Goals and Subgoals: Please review the solicitation for information regarding the Contract's MBE overall participation goals and subgoals. After satisfying the requirements for any established subgoals, the Contractor is encouraged to use a diverse group of subcontractors and suppliers from any/all of the various MBE classifications to meet the remainder of the overall MBE participation goal.
3. MBE means a minority business enterprise that is certified by the Maryland Department of Transportation ("MDOT"). Only MBEs certified by MDOT may be counted for purposes of achieving the MBE participation goals. In order to be counted for purposes of achieving the MBE participation goals, the MBE firm, including an MBE prime, must be MDOT-certified for the services, materials or supplies that it is committed to perform on the MBE Participation Schedule.
4. Please refer to the MDOT MBE Directory at www.mdot.state.md.us to determine if a firm is certified with the appropriate North American Industry Classification System ("NAICS") Code **and** the product/services description (specific product that a firm is certified to provide or specific areas of work that a firm is certified to perform). For more general information about NAICS, please visit www.naics.com. Only those specific products and/or services for which a firm is certified in the MDOT Directory can be used for purposes of achieving the MBE participation goals. **WARNING:** If the firm's NAICS Code is in **graduated status**, such services/products **may not be counted** for purposes of achieving the MBE participation goals. A NAICS Code is in the graduated status if the term "Graduated" follows the Code in the MDOT MBE Directory.
5. **Guidelines Regarding MBE Prime Self-Performance.** Please note that when a certified MBE firm participates as a prime contractor on a contract, a procurement agency may count the distinct, clearly defined portion of the work of the contract that the certified MBE firm performs with its own workforce toward fulfilling up to, but no more than, fifty-percent (50%) of the MBE participation goal (overall), including up to one hundred percent (100%) of not more than one of the MBE participation subgoals, if any, established for the contract.
 - ✓ In order to receive credit for self-performance, an MBE prime must list its firm in **Section 4A** of the MBE Participation Schedule, including the certification category under which the MBE prime is self-performing and include information regarding the work it will self-perform.

- ✓ For the remaining portion of the overall goal and the subgoals, the MBE prime must also identify other certified MBE subcontractors (see **Section 4B** of the MBE Participation Schedule) used to meet those goals or request a waiver.
 - ✓ These guidelines apply to the work performed by the MBE Prime that can be counted for purposes of meeting the MBE participation goals. These requirements do not affect the MBE Prime's ability to self-perform a greater portion of the work in excess of what is counted for purposes of meeting the MBE participation goals.
 - ✓ Please note that the requirements to meet the MBE participation overall goal and subgoals are distinct and separate. If the Contract has subgoals, regardless of MBE Prime's ability to self-perform up to 50% of the overall goal (including up to 100% of any subgoal), the MBE Prime must either commit to other MBEs for each of any remaining subgoals or request a waiver. As set forth in **Attachment D1-B** Waiver Guidance, the MBE Prime's ability to self-perform certain portions of the work of the Contract will not be deemed a substitute for the good faith efforts to meet any remaining subgoal or the balance of the overall goal.
 - ✓ In certain instances, where the percentages allocated to MBE participation subgoals add up to more than 50% of the overall goal, the portion of self-performed work that an MBE Prime may count toward the overall goal may be limited to less than 50%. Please refer to GOSBA's website (<http://www.gomdsmbiz.maryland.gov/Pages/default.aspx>) for the MBE Prime Regulations Q&A for illustrative examples.
6. Subject to items 1 through 5 above, when a certified MBE performs as a participant in a joint venture, a procurement agency may count a portion of the total dollar value of the contract equal to the distinct, clearly-defined portion of the work of the contract that the certified MBE performs with its workforce towards fulfilling the contract goal, and not more than one of the contract subgoals, if any.
 7. As set forth in COMAR 21.11.03.12-1, once the Contract work begins, the work performed by a certified MBE firm, including an MBE prime, can only be counted towards the MBE participation goal(s) if the MBE firm is performing a commercially useful function on the Contract. Please refer to COMAR 21.11.03.12-1 for more information regarding these requirements.
 8. If you have any questions as to whether a firm is certified to perform the specific services or provide specific products, please contact MDOT's Office of Minority Business Enterprise at 1-800-544-6056 or via e-mail to mbe@mdot.state.md.us sufficiently prior to the submission due date.
 9. Worksheet: The percentage of MBE participation, calculated using the percentage amounts for all of the MBE firms listed on the Participation Schedule **MUST** at least equal the MBE participation goal **and** subgoals (if applicable) set forth in the solicitation. If an Offeror is unable to achieve the MBE participation goal and/or any subgoals (if applicable), the Offeror must request a waiver in Item 1 of the MBE Utilization and Fair Solicitation Affidavit (**Attachment D-1A**) or the Proposal determined to be not susceptible of being selected for award. You may wish to use the Subgoal summary below to assist in calculating the percentages and confirm that you have met the applicable MBE participation goal and subgoals, if any.

SUBGOALS (IF APPLICABLE)

TOTAL AFRICAN AMERICAN MBE PARTICIPATION: 0%

TOTAL ASIAN AMERICAN MBE PARTICIPATION: 0%

TOTAL HISPANIC AMERICAN MBE PARTICIPATION: 0%

TOTAL WOMEN-OWNED MBE PARTICIPATION: 0%

OVERALL GOAL**TOTAL MBE PARTICIPATION (INCLUDE ALL CATEGORIES): 20 %**

**D-1A
MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT & MBE PARTICIPATION
SCHEDULE**

This MBE Utilization and Fair Solicitation Affidavit and MBE Participation Schedule must be completed in its entirety and included with the Proposal. If the Offeror fails to accurately complete and submit this Affidavit and Schedule with the Proposal as required, the Procurement Officer shall determine that the Proposal is not reasonably susceptible of being selected for award.

In connection with the Proposal submitted in response to Solicitation No. , I affirm the following:

1. MBE Participation (PLEASE CHECK ONLY ONE)**(PLEASE CHECK ONLY ONE)**

- I acknowledge and intend to meet the overall certified Minority Business Enterprise (MBE) participation goal of 20 percent and, if specified in the solicitation, the following subgoals (complete for only those subgoals that apply):

- 0 % for African American-owned MBE firms
- 0 % for Hispanic American-owned MBE firms
- 0 % for Asian American-owned MBE firms
- 0 % for Women-owned MBE firms

Therefore, I am not seeking a waiver pursuant to COMAR 21.11.03.11. I acknowledge that by checking the above box and agreeing to meet the stated goal and subgoal(s), if any, I must complete the MBE Participation Schedule (Item 4 below) in order to be considered for award.

OR

- I conclude that I am unable to achieve the MBE participation goal and/or subgoals. I hereby request a waiver, in whole or in part, of the overall goal and/or subgoals. I acknowledge that by checking this box and requesting a partial waiver of the stated goal and/or one or more of the stated subgoal(s) if any, I must complete the MBE Participation Schedule (Item 4 below) for the portion of the goal and/or subgoal(s) if any, for which I am not seeking a waiver, in order to be considered for award.

2. Additional MBE Documentation

I understand that if I am notified that I am the apparent awardee or as requested by the Procurement Officer, I must submit the following documentation within 10 business days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier:

- (a) Good Faith Efforts Documentation to Support Waiver Request (**Attachment (D-1C)**)
- (b) Outreach Efforts Compliance Statement (**Attachment D-2**);
- (c) MBE Subcontractor/MBE Prime Project Participation Statement (**Attachments D-3A/B**);

- (d) Any other documentation, including additional waiver documentation if applicable, required by the Procurement Officer in connection with the certified MBE participation goal and subgoals, if any.

I understand that if I fail to return each completed document within the required time, the Procurement Officer may determine that my Proposal is not susceptible of being selected for contract award. If the contract has already been awarded, the award is voidable.

3. Information Provided to MBE firms

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

4. MBE Participation Schedule

Set forth below are the (i) certified MBEs I intend to use, (ii) percentage of the total Contract amount allocated to each MBE for this project and (iii) items of work each MBE will provide under the Contract. I have confirmed with the MDOT database that the MBE firms identified below (including any self-performing prime firms) are performing work activities for which they are MDOT certified.

Prime Contractor:	Project Description:	PROJECT/CONTRACT
Offeror Company Name, Street Address, Phone	<<projectDescription>>	NUMBER: 060B8400062

LIST INFORMATION FOR EACH CERTIFIED MBE FIRM YOU AGREE TO USE TO ACHIEVE THE MBE PARTICIPATION GOAL AND SUBGOALS, IF ANY. MBE PRIMES: PLEASE COMPLETE BOTH SECTIONS A AND B BELOW.

SECTION A: For MBE Prime Contractors ONLY (including MBE Primes in a Joint Venture)

MBE Prime Firm Name: MBE Certification Number: (If dually certified, check only one box.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification	Percentage of total Contract Value to be performed with own forces and counted towards the MBE overall participation goal (up to 50% of the overall goal): _____% Percentage of total Contract Value to be performed with own forces and counted towards the subgoal, if any, for my MBE classification (up to 100% of not more than one subgoal): _____% Description of the Work to be performed with MBE prime’s workforce: _____ _____
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SECTION B: For all Contractors (including MBE Primes and MBE Primes in a Joint Venture)

<p>MBE Firm Name: _____ MBE Certification Number: _____ _____ (If dually certified, check only one box.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification</p>	<p>Percentage of Total Contract to be provided by this MBE: _____% Description of the Work to be Performed: _____ _____ _____ _____ _____</p>
<p>MBE Firm Name: _____ MBE Certification Number: _____ _____ (If dually certified, check only one box.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification</p>	<p>Percentage of Total Contract to be provided by this MBE: _____% Description of the Work to be Performed: _____ _____ _____ _____ _____</p>
<p>MBE Firm Name: _____ MBE Certification Number: _____ _____ (If dually certified, check only one box.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification</p>	<p>Percentage of Total Contract to be provided by this MBE: _____% Description of the Work to be Performed: _____ _____ _____ _____ _____</p>
<p>MBE Firm Name: _____ MBE Certification Number: _____ _____ (If dually certified, check only one box.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned</p>	<p>Percentage of Total Contract to be provided by this MBE: _____% Description of the Work to be Performed: _____ _____ _____</p>

<input type="checkbox"/> Other MBE Classification	_____ _____ _____ _____
MBE Firm Name: _____ MBE Certification Number: _____ (If dually certified, check only one box.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification	Percentage of Total Contract to be provided by this MBE: _____% Description of the Work to be Performed: _____ _____ _____ _____ _____ _____

(Continue on separate page if needed)

I solemnly affirm under the penalties of perjury that: (i) I have reviewed the instructions for the MBE Utilization & Fair Solicitation Affidavit and MBE Schedule, and (ii) the information contained in the MBE Utilization & Fair Solicitation Affidavit and MBE Schedule is true to the best of my knowledge, information and belief.

Offeror:

Offeror Name (please print or type)

By:

Signature of Authorized Representative

Printed Name:

Printed Name

Title:

Title

Date:

Date

Address:

Company Address

SUBMIT THIS AFFIDAVIT WITH PROPOSAL

D-1B WAIVER GUIDANCE**GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET MBE PARTICIPATION GOALS**

In order to show that it has made good faith efforts to meet the Minority Business Enterprise (MBE) participation goal (including any MBE subgoals) on a contract, the Offeror must either (1) meet the MBE Goal(s) and document its commitments for participation of MBE Firms, or (2) when it does not meet the MBE Goal(s), document its Good Faith Efforts to meet the goal(s).

I. Definitions

MBE Goal(s) – “MBE Goal(s)” refers to the MBE participation goal and MBE participation subgoal(s).

Good Faith Efforts - The “Good Faith Efforts” requirement means that when requesting a waiver, the Offeror must demonstrate that it took all necessary and reasonable steps to achieve the MBE Goal(s), which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient MBE participation, even if those steps were not fully successful. Whether an Offeror that requests a waiver made adequate good faith efforts will be determined by considering the quality, quantity, and intensity of the different kinds of efforts that the Offeror has made. The efforts employed by the Offeror should be those that one could reasonably expect an Offeror to take if the Offeror were actively and aggressively trying to obtain MBE participation sufficient to meet the MBE contract goal and subgoals. Mere pro forma efforts are not good faith efforts to meet the MBE contract requirements. The determination concerning the sufficiency of the Offeror's good faith efforts is a judgment call; meeting quantitative formulas is not required.

Identified Firms – “Identified Firms” means a list of the MBEs identified by the procuring agency during the goal setting process and listed in the procurement as available to perform the Identified Items of Work. It also may include additional MBEs identified by the Offeror as available to perform the Identified Items of Work, such as MBEs certified or granted an expansion of services after the procurement was issued. If the procurement does not include a list of Identified Firms, this term refers to all of the MBE Firms (if State-funded) the Offeror identified as available to perform the Identified Items of Work and should include all appropriately certified firms that are reasonably identifiable.

Identified Items of Work – “Identified Items of Work” means the Proposal items identified by the procuring agency during the goal setting process and listed in the procurement as possible items of work for performance by MBE Firms. It also may include additional portions of items of work the Offeror identified for performance by MBE Firms to increase the likelihood that the MBE Goal(s) will be achieved. If the procurement does not include a list of Identified Items of Work, this term refers to all of the items of work the Offeror identified as possible items of work for performance by MBE Firms and should include all reasonably identifiable work opportunities.

MBE Firms – “MBE Firms” refers to firms certified by the Maryland Department of Transportation (“MDOT”) under COMAR 21.11.03. Only MDOT-certified MBE Firms can participate in the State's MBE Program.

II. Types of Actions Agency will Consider

The Offeror is responsible for making relevant portions of the work available to MBE subcontractors and suppliers and select those portions of the work or material needs consistent with the available MBE subcontractors and suppliers, so as to facilitate MBE participation. The following is a list of types of actions the procuring agency will consider as part of the Offeror's Good Faith Efforts when the Offeror

fails to meet the MBE Goal(s). This list is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

A. Identify Proposal Items as Work for MBE Firms

1. Identified Items of Work in Procurements

- (a) Certain procurements will include a list of Proposal items identified during the goal setting process as possible work for performance by MBE Firms. If the procurement provides a list of Identified Items of Work, the Offeror shall make all reasonable efforts to solicit quotes from MBE Firms to perform that work.
- (b) Offerors may, and are encouraged to, select additional items of work to be performed by MBE Firms to increase the likelihood that the MBE Goal(s) will be achieved.

2. Identified Items of Work by Offerors

- (a) When the procurement does not include a list of Identified Items of Work or for additional Identified Items of Work, Offerors should reasonably identify sufficient items of work to be performed by MBE Firms.
- (b) Where appropriate, Offerors should break out contract work items into economically feasible units to facilitate MBE participation, rather than perform these work items with their own forces. The ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the Offeror of the responsibility to make Good Faith Efforts.

B. Identify MBE Firms to Solicit

1. MBE Firms Identified in Procurements

- (a) Certain procurements will include a list of the MBE Firms identified during the goal setting process as available to perform the items of work. If the procurement provides a list of Identified MBE Firms, the Offeror shall make all reasonable efforts to solicit those MBE firms.
- (b) Offerors may, and are encouraged to, search the MBE Directory to identify additional MBEs who may be available to perform the items of work, such as MBEs certified or granted an expansion of services after the solicitation was issued.

2. MBE Firms Identified by Offerors

- (a) When the procurement does not include a list of Identified MBE Firms, Offerors should reasonably identify the MBE Firms that are available to perform the Identified Items of Work.
- (b) Any MBE Firms identified as available by the Offeror should be certified to perform the Identified Items of Work.

C. Solicit MBEs

1. Solicit all Identified Firms for all Identified Items of Work by providing written notice. The Offeror should:

- (a) provide the written solicitation at least 10 days prior to Proposal opening to allow sufficient time for the MBE Firms to respond;
- (b) send the written solicitation by first-class mail, facsimile, or e-mail using contact information in the MBE Directory, unless the Offeror has a valid basis for using different contact information; and

- (c) provide adequate information about the plans, specifications, anticipated time schedule for portions of the work to be performed by the MBE, and other requirements of the contract to assist MBE Firms in responding. (This information may be provided by including hard copies in the written solicitation or by electronic means as described in C.3 below.)
2. “All” Identified Firms includes the MBEs listed in the procurement and any MBE Firms you identify as potentially available to perform the Identified Items of Work, but it does not include MBE Firms who are no longer certified to perform the work as of the date the Offeror provides written solicitations.
3. “Electronic Means” includes, for example, information provided via a website or file transfer protocol (FTP) site containing the plans, specifications, and other requirements of the contract. If an interested MBE cannot access the information provided by electronic means, the Offeror must make the information available in a manner that is accessible to the interested MBE.
4. Follow up on initial written solicitations by contacting MBEs to determine if they are interested. The follow up contact may be made:
 - (a) by telephone using the contact information in the MBE Directory, unless the Offeror has a valid basis for using different contact information; or
 - (b) in writing via a method that differs from the method used for the initial written solicitation.
5. In addition to the written solicitation set forth in C.1 and the follow up required in C.4, use all other reasonable and available means to solicit the interest of MBE Firms certified to perform the work of the contract. Examples of other means include:
 - (a) attending any pre-proposal meetings at which MBE Firms could be informed of contracting and subcontracting opportunities; and
 - (b) if recommended by the procurement, advertising with or effectively using the services of at least two minority focused entities or media, including trade associations, minority/women community organizations, minority/women contractors' groups, and local, state, and federal minority/women business assistance offices listed on the MDOT Office of Minority Business Enterprise website.

D. Negotiate with Interested MBE Firms

Offerors must negotiate in good faith with interested MBE Firms.

1. Evidence of negotiation includes, without limitation, the following:
 - (a) the names, addresses, and telephone numbers of MBE Firms that were considered;
 - (b) a description of the information provided regarding the plans and specifications for the work selected for subcontracting and the means used to provide that information; and
 - (c) evidence as to why additional agreements could not be reached for MBE Firms to perform the work.
2. An Offeror using good business judgment would consider a number of factors in negotiating with subcontractors, including MBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration.
3. The fact that there may be some additional costs involved in finding and using MBE Firms is not in itself sufficient reason for an Offeror's failure to meet the contract MBE goal(s), as long as such

costs are reasonable. Factors to take into consideration when determining whether an MBE Firm's quote is excessive or unreasonable include, without limitation, the following:

- (a) dollar difference between the MBE subcontractor's quote and the average of the other subcontractors' quotes received by the Offeror;
 - (b) percentage difference between the MBE subcontractor's quote and the average of the other subcontractors' quotes received by the Offeror;
 - (c) percentage that the MBE subcontractor's quote represents of the overall contract amount;
 - (d) number of MBE firms that the Offeror solicited for that portion of the work;
 - (e) whether the work described in the MBE and Non-MBE subcontractor quotes (or portions thereof) submitted for review is the same or comparable; and
 - (f) number of quotes received by the Offeror for that portion of the work.
4. The above factors are not intended to be mandatory, exclusive, or exhaustive, and other evidence of an excessive or unreasonable price may be relevant.
 5. The Offeror may not use its price for self-performing work as a basis for rejecting an MBE Firm's quote as excessive or unreasonable.
 6. The "average of the other subcontractors' quotes received" by the Offeror refers to the average of the quotes received from all subcontractors. Offeror should attempt to receive quotes from at least three subcontractors, including one quote from an MBE and one quote from a Non-MBE.
 7. An Offeror shall not reject an MBE Firm as unqualified without sound reasons based on a thorough investigation of the firm's capabilities. For each certified MBE that is rejected as unqualified or that placed a subcontract quotation or offer that the Offeror concludes is not acceptable, the Offeror must provide a written detailed statement listing the reasons for this conclusion. The Offeror also must document the steps taken to verify the capabilities of the MBE and Non-MBE Firms quoting similar work.
 - (a) The factors to take into consideration when assessing the capabilities of an MBE Firm, include, but are not limited to the following: financial capability, physical capacity to perform, available personnel and equipment, existing workload, experience performing the type of work, conduct and performance in previous contracts, and ability to meet reasonable contract requirements.
 - (b) The MBE Firm's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of proposals in the efforts to meet the project goal.

E. Assisting Interested MBE Firms

When appropriate under the circumstances, the decision-maker will consider whether the Offeror made reasonable efforts to assist interested MBR Firms in obtaining:

1. The bonding, lines of credit, or insurance required by the procuring agency or the Offeror; and
2. Necessary equipment, supplies, materials, or related assistance or services.

III. Other Considerations

In making a determination of Good Faith Efforts the decision-maker may consider engineering estimates, catalogue prices, general market availability and availability of certified MBE Firms in the area in which the work is to be performed, other proposals or offers and subcontract proposals or offers substantiating significant variances between certified MBE and Non-MBE costs of participation, and their impact on the overall cost of the contract to the State and any other relevant factors.

The decision-maker may take into account whether an Offeror decided to self-perform subcontract work with its own forces, especially where the self-performed work is Identified Items of Work in the procurement. The decision-maker also may take into account the performance of other Offerors in meeting the contract. For example, when the apparent successful Offeror fails to meet the contract goal, but others meet it, this reasonably raises the question of whether, with additional reasonable efforts, the apparent successful Offeror could have met the goal. If the apparent successful Offeror fails to meet the goal, but meets or exceeds the average MBE participation obtained by other Offerors, this, when viewed in conjunction with other factors, could be evidence of the apparent successful Offeror having made Good Faith Efforts.

IV. Documenting Good Faith Efforts

At a minimum, an Offeror seeking a waiver of the MBE Goal(s) or a portion thereof must provide written documentation of its Good Faith Efforts, in accordance with COMAR 21.11.03.11, within 10 business days after receiving notice that it is the apparent awardee. The written documentation shall include the following:

A. Items of Work (Complete Good Faith Efforts Documentation Attachment D-1C, Part 1)

A detailed statement of the efforts made to select portions of the work proposed to be performed by certified MBE Firms in order to increase the likelihood of achieving the stated MBE Goal(s).

B. Outreach/Solicitation/Negotiation

1. The record of the Offeror's compliance with the outreach efforts prescribed by COMAR 21.11.03.09C(2)(a). (**Complete Outreach Efforts Compliance Statement - D-2**).
2. A detailed statement of the efforts made to contact and negotiate with MBE Firms including:
 - (a) the names, addresses, and telephone numbers of the MBE Firms who were contacted, with the dates and manner of contacts (letter, fax, e-mail, telephone, etc.) (**Complete Good Faith Efforts Attachment D-1C- Part 2, and submit letters, fax cover sheets, e-mails, etc. documenting solicitations**); and
 - (b) a description of the information provided to MBE Firms regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed and the means used to provide that information.

C. Rejected MBE Firms (Complete Good Faith Efforts Attachment D-1C, Part 3)

1. For each MBE Firm that the Offeror concludes is not acceptable or qualified, a detailed statement of the reasons for the Offeror's conclusion, including the steps taken to verify the capabilities of the MBE and Non-MBE Firms quoting similar work.
2. For each certified MBE Firm that the Offeror concludes has provided an excessive or unreasonable price, a detailed statement of the reasons for the Offeror's conclusion, including the quotes received from all MBE and Non-MBE firms proposing on the same or comparable work. (**Include copies of all quotes received.**)

3. A list of MBE Firms contacted but found to be unavailable. This list should be accompanied by an MBE Unavailability Certificate (see **D-1B - Exhibit A** to this Part 1) signed by the MBE contractor or a statement from the Offeror that the MBE contractor refused to sign the MBE Unavailability Certificate.

D. Other Documentation

1. Submit any other documentation requested by the Procurement Officer to ascertain the Offeror's Good Faith Efforts.
2. Submit any other documentation the Offeror believes will help the Procurement Officer ascertain its Good Faith Efforts.

**D-1B - Exhibit A
MBE Subcontractor Unavailability Certificate**

1. It is hereby certified that the firm of _____
(Name of Minority firm)

located at _____
(Number) (Street)

(City) (State) (Zip)

was offered an opportunity to bid on Solicitation No. 060B840062

in _____ County by _____
(Name of Prime Contractor's Firm)

2. (Minority Firm), is either unavailable for the work/service or unable to prepare a proposal for this project for the following reason(s):

(Signature of Minority Firm's MBE Representative)

(Title)

(Date)

(MDOT Certification #)

(Telephone #)

3. To be completed by the prime contractor if Section 2 of this form is not completed by the minority firm.

To the best of my knowledge and belief, said Certified Minority Business Enterprise is either unavailable for the work/service for this project, is unable to prepare a proposal, or did not respond to a request for a price proposal and has not completed the above portion of this submittal.

(Signature of Prime Contractor)

(Title)

(Date)

**D-1C
GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST**

PAGE __ OF __

Prime Contractor:	Project Description:	PROJECT/CONTRACT
Offeror Company Name, Street Address, Phone	<<projectDescription>>	NUMBER: 060B8400062

Parts 1, 2, and 3 must be included with this certificate along with all documents supporting your waiver request.

I affirm that I have reviewed **Attachment D-1B**, Waiver Guidance. I further affirm under penalties of perjury that the contents of Parts 1, 2, and 3 of this **Attachment D-1C** Good Faith Efforts Documentation Form are true to the best of my knowledge, information, and belief.

Company:

Company Name (please print or type)

By:

Signature of Authorized Representative

Printed Name:

Printed Name

Title:

Title

Date:

Date

Address:

Company Address

Company Name

Signature of Representative

Address

Printed Name and Title

City, State and Zip Code

Date

**GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST
PART 1 – IDENTIFIED ITEMS OF WORK OFFEROR MADE AVAILABLE TO MBE FIRMS**

PAGE __ OF __

Prime Contractor:	Project Description:	PROJECT/CONTRACT
Offeror Company Name, Street Address, Phone	<<projectDescription>>	NUMBER: 060B8400062

Identify those items of work that the Offeror made available to MBE Firms. This includes, where appropriate, those items the Offeror identified and determined to subdivide into economically feasible units to facilitate the MBE participation. For each item listed, show the anticipated percentage of the total contract amount. It is the Offeror’s responsibility to demonstrate that sufficient work to meet the goal was made available to MBE Firms, and the total percentage of the items of work identified for MBE participation equals or exceeds the percentage MBE goal set for the procurement. Note: If the procurement includes a list of Proposal items identified during the goal setting process as possible items of work for performance by MBE Firms, the Offeror should make all of those items of work available to MBE Firms or explain why that item was not made available. If the Offeror selects additional items of work to make available to MBE Firms, those additional items should also be included below.

Identified Items of Work	Was this work listed in the procurement?	Does Offeror normally self-perform this work?	Was this work made available to MBE Firms? If no, explain why?
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

Identified Items of Work	Was this work listed in the procurement?	Does Offeror normally self-perform this work?	Was this work made available to MBE Firms? If no, explain why?
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

Please check if Additional Sheets are attached.

GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST

PART 2 – IDENTIFIED MBE FIRMS AND RECORD OF SOLICITATIONS

PAGE __ OF __

Prime Contractor:	Project Description:	PROJECT/CONTRACT
Offeror Company Name, Street Address, Phone	<<projectDescription>>	NUMBER: 060B8400062

Identify the MBE Firms solicited to provide quotes for the Identified Items of Work made available for MBE participation. Include the name of the MBE Firm solicited, items of work for which quotes were solicited, date and manner of initial and follow-up solicitations, whether the MBE provided a quote, and whether the MBE is being used to meet the MBE participation goal. MBE Firms used to meet the participation goal must be included on the MBE Participation Schedule. Note: If the procurement includes a list of the MBE Firms identified during the goal setting process as potentially available to perform the items of work, the Offeror should solicit all of those MBE Firms or explain why a specific MBE was not solicited. If the Offeror identifies additional MBE Firms who may be available to perform Identified Items of Work, those additional MBE Firms should also be included below. Copies of all written solicitations and documentation of follow-up calls to MBE Firms must be attached to this form. This list should be accompanied by a Minority Contractor Unavailability Certificate signed by the MBE contractor or a statement from the Offeror that the MBE contractor refused to sign the Minority Contractor Unavailability Certificate (**Attachment D-1B - Exhibit A**). If the Offeror used a Non-MBE or is self-performing the identified items of work, Part 4 must be completed.

Name of Identified MBE Firm & MBE Classification	Describe Item of Work Solicited	Initial Solicitation Date & Method	Follow-up Solicitation Date & Method	Details for Follow-up Calls	Quote Rec'd	Quote Used	Reason Quote Rejected
Firm Name: MBE Classification (Check only if requesting waiver of MBE subgoal.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American-Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification		Date: <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> E-mail	Date: <input type="checkbox"/> Phone <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> E-mail	Time of Call: Spoke with: _____ <input type="checkbox"/> Left Message	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Used Other MBE <input type="checkbox"/> Used Non-MBE <input type="checkbox"/> Self-performing

Name of Identified MBE Firm & MBE Classification	Describe Item of Work Solicited	Initial Solicitation Date & Method	Follow-up Solicitation Date & Method	Details for Follow-up Calls	Quote Rec'd	Quote Used	Reason Quote Rejected
Firm Name: MBE Classification (Check only if requesting waiver of MBE subgoal.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American-Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification		Date: <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> E-mail	Date: <input type="checkbox"/> Phone <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> E-mail	Time of Call: Spoke with: <hr/> <input type="checkbox"/> Left Message	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Used <input type="checkbox"/> Other MBE <input type="checkbox"/> Used Non-MBE <input type="checkbox"/> Self-performing

Please check if Additional Sheets are attached.

GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST

PART 3 – ADDITIONAL INFORMATION REGARDING REJECTED MBE QUOTES

PAGE __ OF __

Prime Contractor:	Project Description:	PROJECT/CONTRACT
Offeror Company Name, Street Address, Phone	<<projectDescription>>	NUMBER: 060B8400062

This form must be completed if Part 1 indicates that an MBE quote was rejected because the Offeror is using a Non-MBE or is self-performing the Identified Items of Work. Provide the Identified Items Work, indicate whether the work will be self-performed or performed by a Non-MBE, and if applicable, state the name of the Non-MBE. Also include the names of all MBE and Non-MBE Firms that provided a quote and the amount of each quote.

Describe Identified Items of Work Not Being Performed by MBE (Include spec/ section number from Proposal)	Self-performing or Using Non-MBE (Provide name)	Amount of Non-MBE Quote	Name of Other Firms who Provided Quotes & Whether MBE or Non-MBE	Amount Quoted	Indicate Reason Why MBE Quote Rejected & Briefly Explain
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE _____	\$ _____	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE _____	\$ _____	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE _____	\$ _____	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE _____	\$ _____	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE _____	\$ _____	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE _____	\$ _____	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other

Please check if Additional Sheets are attached.

D- 2
OUTREACH EFFORTS COMPLIANCE STATEMENT

Complete and submit this form within 10 Business Days of notification of apparent award or actual award, whichever is earlier.

In conjunction with the Proposal submitted in response to Solicitation No. 060B8400062, I state the following:

- 1. Offeror identified subcontracting opportunities in these specific work categories:

- 2. Attached to this form are copies of written solicitations (with proposal instructions) used to solicit certified MBE firms for these subcontract opportunities.

- 3. Offeror made the following attempts to personally contact the solicited MDOT-certified MBE firms:

- 4. **Please Check One:**

- This project does not involve bonding requirements.
- Offeror assisted MDOT-certified MBE firms to fulfill or seek waiver of bonding requirements. (DESCRIBE EFFORTS):

- 5. **Please Check One:**

_____ Offeror did attend the pre-proposal conference.

_____ No pre -proposal meeting/conference was held.

_____ Offeror did not attend the pre-proposal conference.

PLEASE PRINT OR TYPE

Company:

Company Name (please print or type)

By:

Signature of Authorized Representative

Printed Name:

Printed Name

Title:

Title

Date:

Date

Address:

Company Address

D-3A
MBE SUBCONTRACTOR PROJECT PARTICIPATION CERTIFICATION

Please complete and submit one form for each certified MBE firm listed on the MBE Participation schedule (Attachment D-1A) within 10 Business Days of notification of apparent award. If the Offeror fails to return this affidavit within the required time, the Procurement Officer may determine that Proposal is not susceptible of being selected for Contract award.

Provided that _____ (Prime Contractor’s Name) is awarded the State contract in conjunction with Solicitation No. 060B8400062, such Prime Contractor intends to enter into a subcontract with _____ (Subcontractor’s Name) committing to participation by the MBE firm _____ (MBE Name) with MDOT Certification Number _____ which will receive at least \$ _____ which equals to ___% of the Total Contract Amount for performing the following goods and services for the Contract:

NAICS CODE	WORK ITEM, SPECIFICATION NUMBER, LINE ITEMS OR WORK CATEGORIES (IF APPLICABLE)	DESCRIPTION OF SPECIFIC PRODUCTS AND/OR SERVICES

Each of the Contractor and subcontractor acknowledges that, for purposes of determining the accuracy of the information provided herein, the Procurement Officer may request additional information, including, without limitation, copies of the subcontract agreements and quotes. Each of the Contractor and subcontractor solemnly affirms under the penalties of perjury that: (i) the information provided in this MBE Subcontractor Project Participation Affidavit is true to the best of its knowledge, information and belief, and (ii) 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 Business Enterprise in its Proposal;
- (2) fail to notify the certified Minority Business Enterprise before execution of the Contract of its inclusion of 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.

Prime Contractor

Subcontractor

Company:

Company:

Company Name (please print or type)

Company Name (please print or type)

FEIN:

FEIN:

Federal Identification Number

Federal Identification Number

Phone Number:

Phone Number:

Phone Number

Phone Number

By:

By:

Signature of Authorized Representative

Signature of Authorized Representative

Date:

Date:

Date

Date

Printed Name:

Printed Name:

Printed Name

Printed Name

Title:

Title:

Printed Title

Title

Address:

Address:

Company Address

Address

<p>PRIME CONTRACTOR Signature of Representative: _____ Printed Name and Title: _____ Firm's Name: _____ Federal Identification Number: _____ Address: _____ Telephone: _____ Date: _____</p>	<p>SUBCONTRACTOR Signature of Representative: _____ Printed Name and Title: _____ Firm's Name: _____ Federal Identification Number: _____ Address: _____ Telephone: _____ Date: _____</p>
---	--

**D-3B
MBE PRIME PROJECT PARTICIPATION CERTIFICATION**

Please complete and submit this form to attest each specific item of work that your MBE firm has listed on the MBE Participation Schedule (Attachment D-1A) for purposes of meeting the MBE participation goals. This form must be submitted within 10 Business Days of notification of apparent award. If the Offeror fails to return this affidavit within the required time, the Procurement Officer may determine that Proposal is not susceptible of being selected for Contract award.

Provided that _____ (Prime Contractor’s Name) with Certification Number _____ is awarded the State contract in conjunction with Solicitation No. _____, such MBE Prime Contractor intends to perform with its own forces at least \$_____ which equals to ___% of the Total Contract Amount for performing the following goods and services for the Contract:

NAICS CODE	WORK ITEM, SPECIFICATION NUMBER, LINE ITEMS OR WORK CATEGORIES (IF APPLICABLE) For Construction Projects, General Conditions must be listed separately	DESCRIPTION OF SPECIFIC PRODUCTS AND/OR SERVICES	VALUE OF THE WORK

MBE Prime Contractor

Company: _____

Company Name (please print or type)

FEIN: _____

Federal Identification Number

Address: _____

Company Address

Phone: _____

Phone

Printed Name:

Printed Name

Title:

Title

By:

Signature of Authorized Representative

Date:

Date

D-4A
Minority Business Enterprise Participation
MBE Prime Contractor Paid/Unpaid Invoice Report

Report #:		Contract #: <<solicitationNumber>>			
Reporting Period (Month/Year):		Contracting Unit: Department of Information Technology			
Prime Contractor: Report is due to the MBE Liaison by the 15th of the month following the month the services were provided. Note: Please number reports in sequence		Contract Amount:			
		MBE Subcontract Amt:			
		Project Begin Date:			
		Project End Date:			
		Services Provided:			
Prime Contractor:			Contact Person:		
Address:					
City:			State:		ZIP:
Phone:		FAX:		E-mail:	
MBE Subcontractor Name:			Contact Person:		
Phone:		FAX:		E-mail:	
Subcontractor Services Provided:					
List all payments made to MBE subcontractor named above during this reporting period:			List dates and amounts of any outstanding invoices:		
	Invoice #	Amount		Invoice #	Amount
1.			1.		
2.			2.		
3.			3.		
4.			4.		
Total Dollars Paid: \$			Total Dollars Unpaid: \$		

- If more than one MBE subcontractor is used for this contract, you must use separate **Attachment D-4A** forms. Information regarding payments that the MBE prime will use for purposes of meeting the MBE participation goals must be reported separately in **Attachment D-4B**.
- **Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred):**

Karen Poplewski

 TO Contract Manager

 100 Community Place

 Address
 Karen.Poplewski@Maryland.gov

Department of Information Technology

 Contracting Unit

 Crownsville, MD 21032

 City, State Zip
 410-697-9654

Email

Phone Number

Signature (Required)

Date

**D-4B
Minority Business Enterprise Participation
MBE Prime Contractor Report**

MBE Prime Contractor:		Contract #:			
Certification Number:		Contracting Unit: Department of Information Technology			
Report #:		Contract Amount:			
Reporting Period (Month/Year):		Total Value of the Work to the Self-Performed for purposes of Meeting the MBE participation goal/subgoals:			
MBE Prime Contractor: Report is due to the MBE Liaison by the 15th of the month following the month the services were provided. Note: Please number reports in sequence				Project Begin Date:	
				Project End Date:	
Contact Person:					
Address:					
City:		State:	ZIP:		
Phone:	FAX:	E-mail:			
Invoice Number	Value of the Work	NAICS Code	Description of Specific Products and/or Services		

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

Karen Poplewski	Department of Information Technology
TO Contract Manager	Contracting Unit
100 Community Place	Crownsville, MD 21032
Address	City, State Zip
Karen.Poplewski@Maryland.gov	410-697-9654
Email	Phone Number

Signature (Required)

Date

D-5
Minority Business Enterprise Participation
MBE Subcontractor Paid/Unpaid Invoice Report

Report #:		Contract #: 060B8400062			
Reporting Period (Month/Year):		Contracting Unit: Department of Information Technology			
Report is due by the 15th of the month following the month the services were performed.		MBE Subcontract Amt:			
		Project Begin Date:			
		Project End Date:			
		Services Provided:			
MBE Subcontractor Name:					
MDOT Certification #:					
Contact Person:					
Address:					
City:			State:		ZIP:
Phone:		FAX:		E-mail:	
Subcontractor Services Provided:					
List all payments received from Prime Contractor during reporting period indicated above.			List dates and amounts of any unpaid invoices over 30 days old.		
	Invoice Amount	Date		Invoice Amount	Date
1.			1.		
2.			2.		
3.			3.		
4.			4.		
Total Dollars Paid: \$			Total Dollars Unpaid: \$		
Prime Contractor:			Contract Person:		

Return one copy of this form to the following addresses (electronic copy with signature and date is preferred):

Karen Poplewski

 TO Contract Manager
 100 Community Place

 Address
 Karen.Poplewski@Maryland.gov

Department of Information Technology

 Contracting Unit
 Crownsville, MD 21032

 City, State Zip
 410-697-9654

Email

Phone Number

Signature (Required)

Date

Attachment E. Veteran-Owned Small Business Enterprise (VSBE) Forms

This solicitation does not include a Veteran-Owned Small Business Enterprise goal.

Attachment F. Maryland Living Wage Affidavit of Agreement 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://dllr.state.md.us/labor/prev/livingwage.shtml> and clicking on Living Wage for State Service Contracts.

F-1 Maryland Living Wage Requirements Affidavit of Agreement

Contract No. 060B840062

Name of Contractor:

Address:

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):

- Offeror is a nonprofit organization
- Offeror is a public service company
- Offeror employs 10 or fewer employees and the proposed contract value is less than \$500,000
- 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, submit all payroll reports to the Commissioner of Labor and Industry with regard to the above stated contract. The 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 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 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 THIS AFFIDAVIT WITH PROPOSAL

Attachment G. Federal Funds Attachments

This solicitation does not include a Federal Funds Attachment.

Attachment H. Conflict of Interest Affidavit and Disclosure

Reference COMAR 21.05.08.08

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 Offeror, TO 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 Proposal is made.

C. The 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 Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the Offeror shall immediately make a full disclosure in writing to the TO Procurement Officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the 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 TO Contractor shall continue performance until notified by the TO 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)

SUBMIT THIS AFFIDAVIT WITH Bid/PROPOSAL

Attachment I. Non-Disclosure Agreement (TO Contractor)

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made by and between the State of Maryland (the “State”), acting by and through (Department of Information Technology) (the “Department”), and _____ (the “TO Contractor”).

RECITALS

WHEREAS, the TO Contractor has been awarded a contract (the “TO Agreement”) following the solicitation for Oversight Program Support Services Solicitation #060B8400062; and

WHEREAS, in order for the TO Contractor to perform the work required under the TO Agreement, it will be necessary for the State at times to provide the TO Contractor and the TO Contractor’s employees, agents, and subcontractors (collectively the “TO 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 TO Agreement, 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 TO Contractor in connection with the TO Agreement 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 protected health information (PHI) that is provided by a person or entity to the TO Contractor in connection with this TO Agreement. Confidential Information includes, by way of example only, information that the TO 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 TO Agreement.
2. The TO 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 TO Agreement. The TO Contractor shall limit access to the Confidential Information to the TO Contractor’s Personnel who have a demonstrable need to know such Confidential Information in order to perform under TO Agreement and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of the TO Contractor’s Personnel are attached hereto and made a part hereof as **Attachment I-2**. TO Contractor shall update **Attachment I-2** by adding additional names (whether TO Contractor’s Personnel or a subcontractor’s personnel) as needed, from time to time.
3. If the TO Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the TO Contractor’s performance of the TO Agreement or will otherwise have a role in performing any aspect of the TO Agreement, the TO 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. The TO Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, adopt or establish operating procedures and physical security measures, and 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. The TO 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 TO Contractor's Personnel or the TO Contractor's former Personnel. TO Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).
 6. The TO Contractor shall, at its own expense, return to the Department all Confidential Information in its care, custody, control or possession upon request of the Department or on termination of the TO Agreement.
 7. A breach of this Agreement by the TO Contractor or the TO Contractor's Personnel shall constitute a breach of the TO Agreement between the TO Contractor and the State.
 8. TO Contractor acknowledges that any failure by the TO Contractor or the TO 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 TO Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The TO 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 seek damages from the TO Contractor and the TO 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 TO Contractor or any of the TO Contractor's Personnel to comply with the requirements of this Agreement, the TO Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and costs.
 9. TO Contractor and each of the TO Contractor's Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement, in no event less restrictive than as set forth in this Agreement, and the TO Contractor shall provide originals of such executed Agreements to the State.
 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 TO 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 TO Agreement 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.

TO Contractor:	DoIT
By:	By:
(seal)	
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

I-3 NON-DISCLOSURE AGREEMENT

CERTIFICATION TO ACCOMPANY RETURN OR DELETION 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 _____ (“TO Contractor”) dated _____, 2018 (“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 TO Contractor to this affirmation. Any and all Confidential Information that was stored electronically by me has been permanently deleted from all of my systems or electronic storage devices where such Confidential Information may have been stored.

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 TO CONTRACTOR: _____

BY: _____
(Signature)

TITLE: _____
(Authorized Representative and Affiant)

Attachment J. HIPAA Business Associate Agreement

This solicitation does not require a HIPAA Business Associate Agreement.

Attachment K. Mercury Affidavit

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

Attachment L. Location of the Performance of Services Disclosure

(Submit with Proposal)

Pursuant to Md. Ann. Code, State Finance and Procurement Article, § 12-111, and in conjunction with the Proposal submitted in response to Solicitation No. 060B8400062, the following disclosures are hereby made:

1. At the time of Proposal submission, the Offeror and/or its proposed subcontractors:

___ have plans

___ have no plans

to perform any services required under the TO Agreement outside of the United States.

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

a. Location(s) services will be performed:

b. Reasons why it is necessary or advantageous to perform services outside the United States:

The undersigned, being an authorized representative of the Offeror, hereby affirms that the contents of this disclosure are true to the best of my knowledge, information, and belief.

Date: _____

Offeror Name:

By: _____

Name:

Title:

Please be advised that the Department may contract for services provided outside of the United States if: the services are not available in the United States; the price of services in the United States exceeds by an unreasonable amount the price of services provided outside the United States; or the quality of services in the United States is substantially less than the quality of comparably priced services provided outside the United States.

Attachment M. Task OrderCATS+ TORFP# **060B8400062** OF
MASTER CONTRACT #060B2490023

This Task Order Agreement (“TO Agreement”) is made this day of Month, 2018 by and between _____ (TO Contractor) and the STATE OF MARYLAND, Department of Information Technology (DoIT or the “Department”).

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
 - a. “Agency” means Department of Information Technology, as identified in the CATS+ TORFP # 060B8400062.
 - b. “CATS+ TORFP” means the Task Order Request for Proposals #060B8400062, dated MONTH DAY, YEAR, including any addenda and amendments.
 - c. “Master Contract” means the CATS+ Master Contract between the Maryland Department of Information Technology and TO Contractor.
 - d. “TO Procurement Officer” means Memory Jackson. The Department may change the TO Procurement Officer at any time by written notice.
 - e. “TO Agreement” means this signed TO Agreement between DoIT and TO Contractor.
 - f. “TO Contractor” means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is _____.
 - g. “TO Manager” means Karen Poplewski. The Department may change the TO Manager at any time by written notice to the TO Contractor.
 - h. “TO Technical Proposal” means the TO Contractor’s technical response to the CATS+ TORFP dated date of TO Technical Proposal.
 - i. “TO Financial Proposal” means the TO Contractor’s financial response to the CATS+ TORFP dated date of TO Financial Proposal.
 - j. “TO Proposal” collectively refers to the TO Technical Proposal and TO Financial Proposal.
2. Scope of Work
 - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supersede the Master Contract.
 - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 3 of the CATS+ TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:

The TO Agreement,
Exhibit A – CATS+ TORFP
Exhibit B – TO Technical Proposal
Exhibit C – TO Financial Proposal

- 2.3 The TO Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the TO Agreement. No other order, statement or conduct of the TO Procurement Officer or any other person shall be treated as a change or entitle the TO Contractor to an equitable adjustment under this Section. Except as otherwise provided in this TO Agreement, if any change under this Section causes an increase or decrease in the TO 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 TO Agreement price shall be made and the TO Agreement modified in writing accordingly. The TO 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 TO Contractor shall be allowed if asserted after final payment under this TO Agreement. Failure to agree to an adjustment under this Section shall be a dispute under the Disputes clause of the Master Contract. Nothing in this Section shall excuse the TO Contractor from proceeding with the TO Agreement as changed.

3. Time for Performance

Unless terminated earlier as provided in the Master Contract, the term of this TO Agreement shall commence as of the "Effective Date" and expire on _____. At the sole option of the State, this TO Agreement may be extended for three (3) one-year periods for a total TO Agreement period ending on Month, Day, Year.

4. Consideration and Payment

4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS+ TORFP and shall not exceed \$_____. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.

4.2 Payments to the TO Contractor shall be made as outlined Section 3 of the CATS+ TORFP, but no later than thirty (30) days after the Department's receipt of a proper invoice for services provided by the TO Contractor, acceptance by the Department of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 3 of this Agreement.

4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is _____. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to the Department TO Manager unless otherwise specified herein.

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

SIGNATURES ON NEXT PAGE

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

TO Contractor Name

By: Type or Print TO Contractor POC

Date

Witness: _____

STATE OF MARYLAND, DoIT

By:

Date

Witness: _____

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

Assistant Attorney General

Attachment N. RESERVED

Attachment O. RESERVED

Attachment P. Certification Regarding Investments in Iran

Authority: State Finance & Procurement, §§17-701 – 17-707, Annotated Code of Maryland [Chapter 447, Laws of 2012.]

List: The Investment Activities in Iran list identifies companies that the Board of Public Works has found to engage in investment activities in Iran; those companies may not participate in procurements with a public body in the State. “Engaging in investment activities in Iran” means:

- A. Providing goods or services of at least \$20 million in the energy sector of Iran; or
- B. For financial institutions, extending credit of at least \$20 million to another person for at least 45 days if the person is on the Investment Activities in Iran list and will use the credit to provide goods or services in the energy of Iran.

The Investment Activities in Iran list is located at: www.bpw.state.md.us

Rule: A company listed on the Investment Activities In Iran list is ineligible to bid on, submit a proposal for, or renew a contract for goods and services with a State Agency or any public body of the State. Also ineligible are any parent, successor, subunit, direct or indirect subsidiary of, or any entity under common ownership or control of, any listed company.

NOTE: This law applies only to new contracts and to contract renewals. The law does not require an Agency to terminate an existing contract with a listed company.

CERTIFICATION REGARDING INVESTMENTS IN IRAN

The undersigned certifies that, in accordance with State Finance & Procurement Article, §17-705:

- (i) 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 §17-702 of State Finance & Procurement; and
- (ii) it is not engaging in investment activities in Iran as described in State Finance & Procurement Article, §17-702.

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

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____ Title: _____

Witness Name (Typed or Printed): _____

Witness Signature and Date: _____

Appendix 1. - Abbreviations and Definitions
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For purposes of this TORFP, the following abbreviations or terms have the meanings indicated below:

1	Acceptable Use Policy	See AUP
2	Access	The ability or the means necessary to read, write, modify, or communicate data/information or otherwise use any information system resource
3	API	Code that allows two software programs to communicate with each other
4	Application Program Interface	See API
5	AUP	A written policy documenting constraints and practices that a user must agree to in order to access a private network or the Internet
6	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).
7	Business Hours	See Normal State Business Hours
8	COMAR	Code of Maryland Regulations available on-line at http://www.dsd.state.md.us/COMAR/ComarHome.html .
9	Confidential Information	All State information (See State Information) to which, as a result of this TO Agreement, TO Contractor and its employees and agents have access.
10	Data Breach	The unauthorized acquisition, use, modification or disclosure of State data, or other Sensitive Data
11	Department of Information Technology	See DoIT
12	DoIT	Department of Information Technology or (DoIT or the “Department”)
13	Effective Date	The date of mutual TO Agreement execution by the parties
14	ELA	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.
15	Enterprise License Agreement	See ELA
16	Information System	A discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.
17	Information Technology	All electronic information-processing hardware and software, including: (a) maintenance; (b) telecommunications; and (c) associated consulting services
18	IT	See Information Technology
19	Key Personnel	All TO Contractor Personnel identified in the solicitation as such that are essential to the work being performed under the Task Order. See TORFP Section 2.3.
20	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.

21	MBE	See Minority Business Enterprise
22	Minority Business Enterprise	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.
23	Normal State Business Hours	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.
24	Notice to Proceed	Written notice from the TO Procurement Officer that work under the Task Order, project or Work Order (as applicable) is to begin as of a specified date. The NTP Date is the start date of work under the Task Order, project or Work Order. Additional NTPs may be issued by either the TO Procurement Officer or the TO Manager regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.
25	NTP	See Notice to Proceed
26	NTP Date	The date specified in a NTP for work on Task Order, project or Work Order to begin.
27	Offeror	A Master Contractor that submits a Proposal in response to this TORFP.
28	Personally Identifiable Information	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.
29	PHI	See Protected Health Information
30	PII	See Personally Identifiable Information
31	Protected Health Information	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
32	SaaS	See Software as a Service
33	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.
34	Security or Security Measures	The technology, policy and procedures that a) protects and b) controls access to networks, systems, and data
35	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

36	Software	The object code version of computer programs licensed pursuant to this TO Agreement. 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 TO Contractor or an authorized distributor.
37	Software as a Service	A software licensing and delivery model in which software is licensed on a subscription basis and is centrally hosted. For the purposes of this TORFP, the terms SaaS and PaaS are considered synonymous and the term SaaS will be used throughout this document
38	Solution	All Software, deliverables, services and activities necessary to fully provide and support the TORFP scope of work. This definition of Solution includes all System Documentation developed as a result of this TO Agreement. Also included are all Upgrades, patches, break/fix activities, enhancements and general maintenance and support of the Solution and its infrastructure.
39	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.
40	State	The State of Maryland.
41	State Information	Facts provided or learned about or pertaining to and belonging to the State of Maryland, including written documents and data as processed, stored, or transmitted by a computer.
42	System Availability	The period of time the Solution works as required excluding non-operational periods associated with planned maintenance.
43	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:
44	System Documentation 1	1). Source Code: this includes source code created by the TO Contractor or subcontractor(s) and source code that is leveraged or extended by the TO Contractor for use in the Task Order.
45	System Documentation 2	2). All associated rules, reports, forms, templates, scripts, data dictionaries and database functionality.
46	System Documentation 3	3). All associated configuration file details needed to duplicate the run time environment as deployed in the current deployed version of the system.
47	System Documentation 4	4). All associated design details, flow charts, algorithms, processes, formulas, pseudo-code, procedures, instructions, help files, programmer's notes and other documentation.
48	System Documentation 5	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).
49	System Documentation 6	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.

50	System Documentation 7	7). Operating procedures
51	Task Order	The scope of work described in this TORFP.
52	Technical Safeguards	The technology and the policy and procedures for its use that protect State Data and control access to it.
53	Third Party Software	Software and supporting documentation that:
54	Third Party Software 1	1) are owned by a third party, not by the State, the TO Contractor, or a subcontractor,
55	Third Party Software 2	2) are included in, or necessary or helpful to the operation, maintenance, support or modification of the Solution; and
56	Third Party Software 3	3) were specifically identified and listed as Third Party Software in the Proposal.
57	TO	See Task Order
58	To Agreement	The contract awarded to the successful Offeror pursuant to this Task Order Request for Proposals, the form of which is attached to this TORFP as Attachment M.
59	TO Contractor Personnel	Employees and agents and subcontractor employees and agents performing work at the direction of the TO Contractor under the terms of the Task Order awarded from this TORFP.
60	TO Proposal	As appropriate, either or both of an Offeror's TO Technical or TO Financial Proposal.
61	Total Proposal Price	The Offeror's total Composite Hourly Rate for services in response to this solicitation, included in the TO Financial Proposal with Attachment B , TO Financial Proposal Price Sheet, and used in the financial evaluation of Proposals (see TORFP Section 5.5).
62	Upgrade	A new release of any component of the Solution containing major new features, functionality and/or performance improvements.
63	Veteran-owned Small Business Enterprise	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.
64	VSBE	See Veteran-owned Small Business Enterprise
65	Work Order	A subset of work authorized by the TO Manager performed under the general scope of this TORFP, which is defined in advance of TO Contractor fulfillment, and which may not require a TO Agreement modification. Except as otherwise provided, any reference to the Task Order shall be deemed to include reference to a Work Order.

Appendix 2. - Offeror Information Sheet

Offeror	
Company Name	
Street Address	
City, State, Zip Code	
TO Contractor Federal Employer Identification Number (FEIN)	
TO Contractor eMM ID number	As of the date of Proposal submission, are you registered to do business with the state of Maryland?
SBE / MBE/ VSBE Certification	
SBE	Number: Expiration Date:
VSBE	Number: Expiration Date:
MBE	Number: Expiration Date: Categories to be applied to this solicitation (dual certified firms must choose only one category).
Offeror Primary Contact	
Name	
Title	
Office Telephone number (with area code)	
Cell Telephone number (with area code)	
e-mail address	
Authorized Offer Signatory	
Name	
Title	
Office Telephone number (with area code)	
Cell Telephone number (with area code)	
e-mail address	

Appendix 3. - Criminal Background Check Affidavit

AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

I hereby affirm that _____ has complied with Section 2.4, Security Requirements of the Department of Information Technology’s Consulting Technical Services RFP 060B2490023 (CATS+ Master Contract).

I hereby affirm that the _____ has provided the Department of Information Technology with a summary of the security clearance results for the candidate that will be working on the CATS+ TORFP #060B8400062 and the candidate has successfully passed all of the background checks required under Section 3.7.2 to the of the CATS+ TORFP 060B8400062. The Master Contractor hereby agrees to provide security clearance results for the candidate at least seven (7) days prior to the date the candidate commences work on this RFR.

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.

Master Contractor

Typed Name

Signature

Date

Appendix 4. - Sample Work Order

Section 1 – General Information			
Work Order Number: (Reference BPO Number)			
Labor Category/s			
Enter the labor category/s to be provided:			
1.			
2.			
3.			
Anticipated Start Date			
Duration of Assignment			
MBE Goal, if applicable			%
Issue Date: mm/dd/yyyy		Due Date: mm/dd/yyyy	
		Time (EST): 00:00 am/pm	
Place of Performance:			
Special Instructions: (e.g. interview information, attachments, etc.)			
Security Requirements (if applicable):			
Invoicing Instructions			
<ol style="list-style-type: none"> 1. After the end of each month, the Master Contractor shall submit timesheets (for hourly invoicing) and activity reports (for both hourly and annual invoicing) to the Agency Task Order Manager (TO Manager) for review prior to submitting an invoice. 2. The TO Manager shall review, sign, and return to the Master Contractor the timesheets (for hourly invoicing) or the activity reports (for annual invoicing). 3. The Master Contractor shall send a copy of the signed timesheets or activity reports with an invoice to the Agency TO Manager. 4. The Master Contractor shall invoice as follows: <ol style="list-style-type: none"> a. Annual Labor Rate: Task Orders awarded at the Annual Labor Rate shall be invoiced monthly for 1/12 the Annual Labor Rate. 			

b. Hourly Labor Rate: Task Orders awarded at the Hourly Labor Rate shall be invoiced monthly for actual hours x Labor Rate.			
Special Invoicing Instructions:			
Section 2 – Agency Procurement Officer (PO) Information			
Agency / Division Name:			
Agency PO Name:		Agency PO Phone Number:	
Agency PO Email Address:		Agency PO Fax:	
Agency PO Mailing Address:			
Section 3 – Scope of Work			
Agency / Project Background			
Job Description/s			
Labor Category/s (From Section 1 Above)		Duties / Responsibilities	
Preferred Qualifications			
Labor Category/s (From Section 1 Above)		Preferred Qualifications	
		a. Education: 1. b. General Experience: 1. c. Specialized Experience: 1.	
Section 4 - Required Submissions			
NOTE:			
1. Master Contractors may propose only one candidate for each position requested.			
2. Master Contractors electing not to propose in response to the Work Order must notify the Procurement Officer via email.			
3. Master Contractors proposing in response to the Work Order must submit the documents below as separate files contained in two separate emails as follows:			
Email 1 of 2 with “Technical”: Master Contractor Name, Work Order number, & candidate name in the subject line			
1. Resume for each labor category described in the Work Order (Attachment 1)			

2. Three (3) current references that can be contacted for performance verification of the submitted candidate’s work experience and skills. Telephone number and email address of reference is needed.
3. Any other required documentation to demonstrate meeting preferred qualifications.

Email 2 of 2 as a password protected file with “Financial”: Master Contractor Name, Work Order number, & candidate name in the subject line. The password must be unique for each candidate e-mail.

1. Price Proposal (Attachment 2)

The PO will contact Master Contractors to obtain the password to the financial proposal for those candidates that are deemed reasonably susceptible for award. Master Contractors who cannot provide a password that opens the file will be considered not susceptible for award. Subsequent submissions of financial content will not be allowed.

Section 5 – Evaluation Criteria

Candidates meeting the Minimum Qualifications listed in Section 3 above will be evaluated for overall best value, as follows:

- 1.
- 2.
- 3.
- 4.

Basis for Award Recommendation

The Agency PO will recommend award to the Master Contractor whose proposal is determined to be the most advantageous to the State, considering price and the evaluation factors set forth in the Work Order. In this evaluation, technical merit is considered to have greater weight. The Agency PO will initiate and deliver a Work Order Agreement to the selected Master Contractor. **Master Contractors should be aware that if selected, State law regarding conflict of interest may prevent future participation in procurements related to the Work Order Scope of Work, depending upon specific circumstances.**

Appendix 5. – Sample Work Order Resume Form

Instructions: Enter resume information in the fields below; do not submit other resume formats. Submit only one resume per Labor Category described in Section 1 of the Work Order or Key Personnel section of the TORFP. If the Work Order requests multiple Labor Categories, use a separate resume form for each Labor Category. each proposed candidate.

Labor Category
(from Section 1 of the Work Order or Section 1.2 of the TORFP)

Candidate Name:

Master Contractor:

A. Education / Training

Institution Name / City / State	Degree / Certification	Year Completed	Field Of Study
<add lines as needed>			

B. Relevant Work Experience

Describe work experience relevant to the Duties / Responsibilities and Minimum Experience / Knowledge / Skill described in Section 3 of the Work Order. Starts with the most recent experience first; do not include non-relevant experience.

[Organization] Description of Work...

[Title / Role]

[Period of Employment / Work]

[Location]

[Contact Person (Optional if current employer)]

[Organization] Description of Work...

[Title / Role]

[Period of Employment / Work] [Location]

[Contact Person]

<add lines as needed>

C. Employment History

List employment history, starting with the most recent employment first

Start and End Dates	Job Title or Position	Organization Name	Reason for Leaving
<add lines as needed>			

D. References

List persons the State may contact as employment references

Reference Name	Job Title or Position	Organization Name	Telephone / Email
<add lines as needed>			

LABOR CATEGORY PERSONNEL WORK ORDER RESUME SUMMARY

*"Candidate Relevant Experience" section must be filled out. Do not enter "see resume" as a response.

Proposed Individual's Name/Company:	How does the proposed individual meet each requirement?
LABOR CATEGORY TITLE – Enter Labor Category Name	
Requirement	Candidate Relevant Experience *
Education:	Education: 1.
General Experience:	General Experience: 1.
Specialized Experience:	Specialized Experience: 1.
Preferred Experience:	Preferred Experience: 1.

The information provided on this form for this labor category is true and correct to the best of my knowledge:

Master Contractor Representative:

_____ Signature _____ Date _____
 Print Name

Proposed Individual:

_____ Date _____
 Signature

Instruction: Sign each form.

Appendix 6. – Sample work Order Price Proposal

(This form is to be filled out by Master Contractors - Submit as the Financial Response with password protection)

CATS+ Labor Category	A	B	C
	Fully Loaded Hourly Labor Rate	Evaluation Hours	PERIOD 1 Extended Price (A x B)
Enter the CATS+ Labor Category name	\$	1000	\$
Total Period 1 Evaluation Price			\$

CATS+ Labor Category	A	B	C
	Fully Loaded Hourly Labor Rate	Evaluation Hours	PERIOD 2 Extended Price (A x B)
Enter the CATS+ Labor Category name	\$	1000	\$
Total Period 2 Evaluation Price			\$

CATS+ Labor Category	A	B	C
	Fully Loaded Hourly Labor Rate	Evaluation Hours	PERIOD 3 Extended Price (A x B)
Enter the CATS+ Labor Category name	\$	1000	\$
Total Period 3 Evaluation Price			\$
Total Work Order Price (Periods 1-3)			\$

Authorized Individual Name _____ Company Name _____

Title _____ Company Tax ID # _____

Signature _____ Date _____

Appendix 7. – Sample Work Order Agreement

CATS+ WORK ORDER# _____ OF CATS+ TORFP #060B8400062

This Work Order Agreement is made this day of _____ Month, 2018 by and between _____ (TO Contractor) and the STATE OF MARYLAND, Department of Information Technology (DoIT).

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

1. Definitions. In this WO Agreement, the following words have the meanings indicated:
 - a) “Agency” means Department of Information Technology, as identified in the CATS+ Work Order #_____.
 - b) “CATS+ Work Order” means the Work Order # _____, dated MONTH DAY, YEAR, including any addenda and amendments.
 - c) “Master Contract” means the CATS+ Master Contract between the Maryland Department of Information Technology and TO Contractor dated _____.
 - d) “TO Procurement Officer” means Memory Jackson. The Agency may change the TO Procurement Officer at any time by written notice.
 - e) “Work Order Agreement” means this signed Work Order Agreement between the Department of Information Technology and TO Contractor.
 - f) “Work Order Technical Proposal” means the TO Contractor’s technical response to the CATS+ Work Order dated _____.
 - g) “Work Order Financial Proposal” means the TO Contractor’s financial response to the CATS+ Work Order dated _____.
 - h) “Work Order Proposal” collectively refers to the Work Order Technical Proposal and Work Order Financial Proposal.
2. Scope of Work
 - 2.1 This Work Order Agreement incorporates all of the terms and conditions of the Master Contract and CATS+ TORFP 060B8400062 and shall not in any way amend, conflict with or supersede the Master Contract or the TORFP.
 - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this Work Order Agreement, provide the services set forth in Work Order #_____. These services shall be provided in accordance with the Master Contract, CATS+ TORFP #060B8400062, this Work Order Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, CATS+ TORFP #060B8400062, this Work Order Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this Work Order Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
 - a) The Work Order Agreement

- b) Exhibit A – Work Order # _____
 - c) Exhibit B – Work Order Technical Proposal
 - d) Exhibit C – Work Order Financial Proposal
- 2.3 The TO Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the Work Order Agreement. No other order, statement or conduct of the TO Procurement Officer or any other person shall be treated as a change or entitle the TO Contractor to an equitable adjustment under this Section. Except as otherwise provided in this Work Order Agreement, if any change under this Section causes an increase or decrease in the TO 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 Work Order Agreement price shall be made and the Work Order Agreement modified in writing accordingly. The TO 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 TO Contractor shall be allowed if asserted after final payment under this Work Order Agreement. Failure to agree to an adjustment under this Section shall be a dispute under the Disputes clause of the Master Contract. Nothing in this Section shall excuse the TO Contractor from proceeding with the Work Order Agreement as changed.
3. Time for Performance
- Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the Work Order Proposal and in accordance with the Work Order # _____ on receipt of a Notice to Proceed from the TO Manager. The term of this Work Order Agreement is for a period of _____, commencing on the date the Work Order Agreement is fully executed and terminating on Month Day, Year. At the sole option of the State, this Work Order Agreement may be extended for three (3) additional, one (1) year periods for a total TO Agreement period ending on Month, Day, Year.
4. Consideration and Payment
- 4.1 The consideration to be paid the TO Contractor shall not exceed \$ _____. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the Work Order Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.
- 4.2 Payments to the TO Contractor shall be made as outlined the Work Order, but no later than thirty (30) days after the Agency's receipt of a proper invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this WO Agreement.
- 4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is _____. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to the Agency TO Manager unless otherwise specified herein.
- 4.4 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO

Contractor to be reduced or withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer.

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

TO Contractor Name

By: Type or Print TO Contractor POC

Date

Print Name: _____

STATE OF MARYLAND, DoIT

By: TO Contract Manager

Date

Print Name: _____

Appendix 8. - Performance Evaluation Form
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(The TO Contractor shall fill out the top portion and submit one PEF monthly for each TO Personnel)

Evaluation Month & Year:

TO Contractor Resource Name:

Labor Category:

TO Contractor Company Name:

TO Contractor Contact Name:

Contact Phone / Email:

TO Requesting Agency: Department of Information Technology

TO Agreement Name: Oversight Program Support Services

TO Agreement #: 060B8400062

The TO Manager or Designee Shall Complete the Information Below

TO CONTRACTOR RESOURCE PERFORMANCE RATING*

Performance Area	Satisfactory	Unsatisfactory
1. Attendance / Timeliness		
2. Work Productivity		
3. Work Quality		
4. Teamwork		
5. Communication		
6. Customer Service		

*TO Contractor Resources shall maintain a “Satisfactory” rating for each performance area. For any unsatisfactory ratings, the TO Manager may invoke the Mitigation Procedures for Unsatisfactory Performance as defined in **Section 2.4.15** of TORFP.

REASON(S) FOR UNSATISFACTORY PERFORMANCE RATING/S:

TO Manager Signature

Date Signed

ISSUED MONTHLY BY THE TO CONTRACTOR / APPROVED BY THE TO MANAGER

Appendix 9. - Reserved

Appendix 10. - IV&V Sensitive Data Policy**Scope**

This policy covers DoIT's policy for the storage and transmission of all IV&V sensitive data, regardless of the medium.

Purpose

The purpose of this policy is to provide all Maryland Agencies, IV&V Contractor(s), and any personnel involved in an IV&V project with the assurance that information gathered and opinions developed on the health of the project undergoing an IV&V are safely held and securely transmitted throughout IV&V project activities as defined by DoIT. It provides DoIT, Agency and IV&V Contractor personnel with the standards for handling of IV&V sensitive data including findings and recommendation data.

Definition

- **Confidential Information:** Non-public information that if disclosed could result in a high negative impact to the State of Maryland, its' employees or citizens and may include information or records deemed as Private, Privileged or Sensitive.
- **Project identifiable information (PII):** Used in DoIT's IV&V methodology to refer to information that can be used to uniquely identify or connect to a single project or can be used with other sources to uniquely identify a single project. The information may include individual or combination of data elements including: Contract Number, Task Order number, Purchase Order, Project Name, Project Acronym, Agency, Project Start and End Dates, Project Manager or Team members, and project code.
- **IV&V Sensitive data:** IV&V sensitive data is defined as confidential information and includes all electronic or paper document forms related to the IV&V findings and recommendations. It includes the draft findings report, final findings report, internal presentation, agency presentation materials, and derivatives of these artifacts which contain project identifiable information.

Policies & Procedures:**Watermarking**

All IV&V sensitive data is confidential information and shall be clearly marked as "Confidential". This is to include findings report (draft & final), presentations (internal & Agency), or derivatives of these artifacts which contain specific project identifiable information for a particular IV&V.

Access to IV&V sensitive data

Only those Agency, IV&V Contractor, and DoIT personnel with explicit need-to-know and other individuals for whom an authorized Maryland State official has determined there is a mission-essential need-to-share and the individual has signed a non-disclosure agreement will have access to IV&V sensitive data.

Physical access controls must be in place for access to IV&V sensitive data. Physical access controls may depend on DoIT, Agency, and IV&V Contractor's individual facilities. They would include:

- Data Centers;
- Areas containing servers and associated media;
- Networking cabinets and wiring closets; and

- Operations and control areas.

Access to data centers and secured areas where IV&V sensitive data is stored will be granted for those employees, contractors, technicians and vendors who have legitimate business responsibilities on the IV&V. Authorization should be:

- Based on frequency of need for access;
- Approved by the manager responsible for the IV&V at the respective organization. The IV&V TO Manager must be informed of all personnel granted access.

Each individual having access to IV&V sensitive data is responsible for:

- Ensuring that all portable storage media such as hard drives, flash media drives, diskettes, magnetic tapes, laptops, PDA devices, DVDs and CDs are physically secured;
- Ensuring proper environmental and physical controls are established to prevent accidental or unintentional loss of IV&V sensitive data residing on IT systems;
- Ensuring that any physical access controls are auditable.

Distribution within IV&V Project Team

The IV&V TO Manager will manage, and directly deliver controlled and tracked paper copies of IV&V sensitive documents which are stamped Confidential. Electronic file transmission method of IV&V sensitive data via email is strictly prohibited. All electronic file transmission methods must be secure and encrypted. Examples include a secure site with password protection and access restriction to electronic files for individuals authorized to access IV&V sensitive data.

All request for paper or electronic files must be requested through the IV&V TO Manager and approved prior to granting of access to paper or electronic file.

Storage

Physically controlled access to and securely stored information system media, both paper and digital, based on the “Confidential” classification of the information recorded on the media. Storage is prohibited on portable devices unless prior written approval from IV&V TO Manager has been granted. Approved storage on portable devices must be encrypted; kept from view by unauthorized individuals; protect against viewing while in use and when unattended, store in locked desks, cabinets, or offices within a physically secured building.

Redacted IV&V sensitive data

For training and lessons learned purposes only, IV&V sensitive data may be redacted and all project identifiable information removed from paper and electronic copies. All requests to create redacted IV&V sensitive data for paper or electronic copies must be made to the IV&V TO Manager and approved prior to redaction. A copy of the final versions of the redacted information will be provided to the IV&V TO Manager for review and approval.

Questions about this policy

If you have questions about this policy, please contact the IV&V TO Manager at tma@doit.state.md.us.

Policy adherence

Failure to follow this policy can result in disciplinary action including, but not limited to, termination of IV&V contract.

I EXPRESSLY ACKNOWLEDGE THAT I HAVE READ THIS POLICY AND UNDERSTAND THE POLICIES, PROCEDURES, OBLIGATIONS, AND CONDITIONS SET FORTH HEREIN. BY SIGNING, I EXPRESSLY CONSENT TO BE BOUND BY DOIT's IV&V SENSITIVE DATA POLICY SET FORTH.

TO Contractor/TO Contractor's Personnel

Signature: _____

Name: _____

Title: _____

Date: _____

Appendix 11 - EXHIBT A

**TO CONTRACTOR'S EMPLOYEES AND AGENTS WHO WILL BE GIVEN
ACCESS TO THE CONFIDENTIAL INFORMATION**

Printed Name and Address
of Employee or Agent

Signature

Date

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____