

Consulting and Technical Services+ (CATS+)
Task Order Request for Proposals (TORFP)

IT MANAGEMENT CONSULTING SERVICES

CATS+ TORFP # E00B6400091



Comptroller of Maryland (COM)

Issue Date: 9/15/16

KEY INFORMATION SUMMARY SHEET

This CATS+ (Consulting and Technical Services+) TORFP (Task Order Request for Proposals) is issued to obtain the services necessary to satisfy the requirements defined in Section 3 - Scope of Work. All CATS+ Master Contractors approved to perform work in the Functional Area under which this TORFP is released shall respond to this TORFP with either a Task Order (TO) Proposal to this TORFP or a Master Contractor Feedback form (See Section 4).

Solicitation Title:	IT Management Consulting Services
Solicitation Number (TORFP #):	E00B640091
Functional Area:	Functional Area 10 – IT Management Consulting Services
Issue Date:	09/15/2016
Questions Due Date and Time:	10/6/2016 at 5:00PM EST
Closing Date and Time:	10/13/2016 at 5:00PM EST
TO Requesting Agency:	Comptroller of Maryland (COM or the “Agency” or Comptroller)
Send Proposals to:	ITPROCUREMENT@comp.state.md.us <i>E-mail submission strongly preferred.</i>
Send Questions to (e-mail only)	ITPROCUREMENT@comp.state.md.us
TO Procurement Officer:	Mike Balderson Office Phone Number: (410)260-6330 mbalderson@comp.state.md.us
TO Manager:	Debora Gorman Office Phone Number: (410)767-1557 e-mail address: dgorman@comp.state.md.us
TO Type:	Time and materials (T&M) (with T&M or Fixed Price Work Orders)
Period of Performance:	Three (3) year base period and two (2) one-year option periods
MBE Goal:	15 %
VSBE Goal:	1%
Small Business Reserve (SBR):	No
Primary Place of Performance:	Comptroller of Maryland Annapolis, MD 21401; and, 301 West Preston Street, Baltimore, MD 21201
TO Pre-proposal Conference:	80 Calvert St. Assembly Room Annapolis, MD 21401 10/ 04/ 2016 at 9:00 AM Local Time See Attachment 6 for directions.

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SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 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, including any amendments.

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

1.2 ROLES AND RESPONSIBILITIES

Personnel roles and responsibilities under the TO:

- 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 has the primary responsibility for the management of the work performed under the TO Agreement, administrative functions, including issuing written directions, and for ensuring compliance with the terms and conditions of the CATS+ Master Contract.

The TO Manager will assign tasks to the TO Contractor, will review and approve deliverables, and review and approve time and materials requests.

TO Contractor – The TO Contractor is the CATS+ Master Contractor awarded this TO. The TO Contractor shall provide human resources as necessary to perform the services described in this TORFP Scope of Work.

The TO Contractor will provide invoices as specified under Section 3.10 Invoicing. The TO Contractor is responsible for making payments to the TO Contractor Personnel.

- C. **TO Contractor Project Manager (aka Project Manager)** – The TO Contractor Project 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 Project Manager will serve as liaison between the TO Manager and senior TO Contractor management.

The TO Contractor Project Manager 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.

TO Contractor Personnel – Any official, employee, agent, Subcontractor, or Subcontractor agents of the TO Contractor who is involved with the TO over the course of the TO period of performance.

- D. **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 TO

performance. The Key Personnel to be proposed as part of the TO Proposal (as described in Section 2.1.2) are: Project Manager, Project Management Assistant, System Integration Architect, and Cultural Change Management Lead. Key Personnel proposed as part of the TO Proposal shall start as of TO Agreement issuance unless specified otherwise in this TORFP or the Offeror's TO Technical Proposal.

1.3 TO AGREEMENT

Based upon an evaluation of TO Proposal responses, a Master Contractor will be selected to conduct the work defined in Section 3 - Scope of Work. A specific TO Agreement, Attachment 3, will then be entered into between the State and the selected Master Contractor, which will bind the selected Master Contractor (TO Contractor) to the contents of its TO Proposal, including the TO Financial Proposal.

1.4 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the date and exact time stated in the Key Information Summary Sheet above. The date and time of an e-mail TORFP submission is determined by the date and time of arrival of all required files in the TO Procurement Officer's e-mail inbox. In the case of a paper TO Proposal submission, Offerors shall take such steps necessary to ensure the delivery of the paper submission by the date and time specified in the Key Information Summary Sheet and as further described in Section 4.

Requests for extension of this date or time will not be granted. Except as provided in COMAR 21.05.03.02F, Proposals received by the TO Procurement Officer after the due date will not be considered.

1.5 ORAL PRESENTATIONS/INTERVIEWS

All Offerors and proposed TO Contractor Personnel that meet the minimum qualifications as stated in Section 2.1 will be required to make an oral presentation to State representatives in the form of oral presentations with interviews. Significant representations made by a Master Contractor during the oral presentation shall be submitted in writing. All such representations will become part of the Master Contractor's proposal and are binding, if the TO is awarded to the Master Contractor. The TO Procurement Officer will notify Master Contractor of the time and place of oral presentations and interviews.

Oral presentations, including interviews, will be performed by phone or in person for all Offerors meeting minimum qualifications. All candidates shall be interviewed in substantially the same manner. The Procurement Officer shall, for each round of oral presentations, determine whether phone or in-person interviews will be utilized.

In the event that more than six (6) qualified proposals are received, the TO Procurement Officer may elect to follow a down-select process as more fully described in Section 5.3.

1.6 QUESTIONS

All questions must be submitted via e-mail to the TO Procurement Officer no later than the date and time indicated in the Key Information Summary Sheet. Answers applicable to all Master Contractors will be distributed to all Master Contractors who are known to have received a copy of the TORFP.

Answers can be considered final and binding only when they have been answered in writing by the State.

1.7 TO PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held at the time, date and location indicated on the Key Information Summary Sheet. Attendance at the pre-proposal conference is not mandatory, but all Master Contractors are encouraged to attend in order to facilitate better preparation of their proposals.

Seating at the pre-proposal conference will be limited to two (2) attendees per company. Attendees should bring a copy of the TORFP and also a business card to help facilitate the sign-in process.

The pre-proposal conference will be summarized in writing. As promptly as is feasible subsequent to the pre-proposal conference, the attendance record and pre-proposal conference summary will be distributed via e-mail to all Master Contractors known to have received a copy of this TORFP.

In order to assure adequate seating and other accommodations at the pre-proposal conference, please e-mail the TO Procurement Officer indicating your planned attendance no later than three (3) business days prior to the pre-proposal conference. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, please contact the TO Procurement Officer no later than five (5) business days prior to the pre-proposal conference. The TO Requesting Agency will make reasonable efforts to provide such special accommodation.

1.8 CONFLICT OF INTEREST

The TO Contractor shall provide IT technical and/or consulting services for State agencies or component programs with those agencies, and shall do so impartially and without any conflicts of interest. Each Offeror shall complete and include with its TO Proposal a Conflict of Interest Affidavit and Disclosure in the form included as Attachment 4 of this TORFP. 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 an Offeror's TO Proposal under COMAR 21.06.02.03B.

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.

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

1.9 LIMITATION OF LIABILITY

The TO Contractor's liability is limited in accordance with Section 27 of the CATS+ Master Contract. TO Contractor's liability under Section 27(c) of the CATS+ Master Contract for this TORFP is limited to one (1) times the total TO Agreement amount.

1.10 CHANGE ORDERS

If the TO Contractor is required to perform work beyond the scope of Section 3 of 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. No scope of work changes shall be performed until a change order is approved by DoIT and executed by the TO Procurement Officer.

1.11 TRAVEL REIMBURSEMENT

Expenses for travel performed in completing tasks for this TORFP shall not be reimbursed.

1.12 MINORITY BUSINESS ENTERPRISE (MBE)

This TORFP has MBE goals and sub-goals as stated in the Key Information Summary Sheet above.

A Master Contractor that responds to this TORFP shall complete, sign, and submit all required MBE documentation at the time of TO Proposal submission (See Attachment 2 Minority Business Enterprise Forms and Section 4 TO Proposal Format and Submission Requirements). **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.**

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.

1.12.1 MBE PARTICIPATION REPORTS

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

- A) Monthly reporting of MBE participation is required in accordance with the terms and conditions of the CATS+ Master Contract by the 15th day of each month.
- B) The TO Contractor shall provide a completed MBE Prime Contractor Paid/Unpaid MBE Invoice Report (Attachment 2-4A) and, if applicable, MBE Prime Contractor Report (Attachment 2-4B) to the TO Requesting Agency at the same time the invoice copy is sent.
- C) The TO Contractor shall ensure that each MBE subcontractor provides a completed Subcontractor Paid/Unpaid MBE Invoice Report (Attachment 2-5).
- D) Subcontractor reporting shall be sent directly from the subcontractor to the TO Requesting Agency. The TO Contractor shall e-mail all completed forms, and copies of invoices and checks paid to the MBE directly to the TO Requesting Agency at MBEReporting@comp.state.md.us.

1.13 VETERAN OWNED SMALL BUSINESS ENTERPRISE (VSBE)

This TORFP has a VSBE goal as stated in the Key Information Summary Sheet above, representing the percentage of total fees paid for services under this Task Order.

By submitting a response to this solicitation, the Offeror agrees that this percentage of the total dollar amount of the contract will be performed by verified VSBEs.

In 2015, Maryland amended COMAR 21.11.13.05 as part of its Veteran-Owned Small Business Enterprise (VSBE) program concerning VSBE primes. This amendment, which became effective March 6, 2015 and is applicable to this task order, allows an agency to count the distinct, clearly defined portion of work that a certified VSBE performs with its own work force toward meeting up to

one-hundred (100%) of the VSBE goal established for a procurement. Please see the attached VSBE forms and instructions.

Questions or concerns regarding the Veteran-Owned Small Business Enterprise (VSBE) subcontractor participation goal of this solicitation must be raised before the due date for submission of TO Proposals.

A Master Contractor that responds to this TORFP shall complete, sign, and submit all required VSBE documentation at the time of TO Proposal submission (See Attachment 14 and Section 4 TO Proposal Format and Submission Requirements). **Failure of the Master Contractor to complete, sign, and submit all required VSBE documentation at the time of TO Proposal submission will result in the State's rejection of the Master Contractor's TO Proposal.**

1.13.1 VSBE PARTICIPATION REPORTS

The COM shall monitor both the TO Contractor's efforts to achieve the VSBE participation goal and compliance with reporting requirements. Monthly reporting of VSBE participation is required by the 15th day of each month. The TO Contractor shall submit required reports as described in Attachment 14.

E) Subcontractor reporting shall be sent directly from the subcontractor to the TO Requesting Agency. The TO Contractor shall e-mail all completed forms, copies of invoices and checks paid to the VSBE directly to the TO Requesting Agency at MBEReporting@comp.state.md.us.

1.14 NON-DISCLOSURE AGREEMENT

1.14.1 NON-DISCLOSURE AGREEMENT (OFFEROR)

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

1.14.2 NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

In order to fulfill the requirements of the TO Agreement, access to certain COM system documentation, systems, and/or data may be required by the TO Contractor. The TO Contractor, TO Contractor Personnel, and agents who have access to COM system documentation, systems, and/or data will be required to sign a Non-Disclosure Agreement (TO Contractor) in the form of Attachment 10.

1.15 LIVING WAGE

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 12 of this TORFP.

1.16 IRANIAN NON-INVESTMENT

All TO Proposals shall be accompanied by a completed Certification Regarding Investments in Iran, Attachment 15 of this TORFP.

1.17 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

DoIT is responsible for contract management oversight on the CATS+ Master Contract. As part of that oversight, DoIT has implemented a process for self-reporting contract management activities of TOs under CATS+. This process typically applies to active TOs for operations and maintenance services valued at \$1 million or greater, but all CATS+ TOs are subject to review.

Attachment 11 is a sample of the TO Contractor Self-Reporting Checklist. DoIT may send initial checklists out to applicable/selected TO Contractors approximately three months after the award date for a TO. The TO Contractor shall complete and return the checklist as instructed on the form. Subsequently, at six month intervals from the due date on the initial checklist, the TO Contractor shall update and resend the checklist to DoIT.

1.18 MERCURY AND PRODUCTS THAT CONTAIN MERCURY

This solicitation and resulting purchase orders require that all materials used in the performance of the Contract and subsequent Purchase Orders or work orders shall be mercury-free products. The Offeror shall submit a Mercury Affidavit found in Attachment 13 with the TO Technical Proposal.

1.19 PURCHASING AND RECYCLING ELECTRONIC PRODUCTS

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

1.20 DEFINITIONS

Abandoned Property	Used interchangeably with Unclaimed Property.
Access	An ability or means to read, write, modify, or communicate data/information or otherwise use any Information System resource.
Account	A Tax Type specific account associated with a particular entity.
ACH	A COM interface used by businesses and third party representatives to file certain business tax returns and make payments via an Automated Clearing House credit.
Background Investigation	Investigation of TO Contractor personnel that includes a State and national criminal history records check from the Criminal Justice Information System Central Repository (Central Repository), a civil history records check, and a review of Federal Bureau of Investigation (FBI) fingerprint results.
bFile	The COM's online web application used by businesses to file returns, make payments, and view certain account details.
BRE	Bureau of Revenue Estimates
Business Day	Monday through Friday (excluding State holidays).
CACS	Computer Assisted Collection System
CCM	Cultural Change Management
CD	Compliance Division

Central Repository	Criminal Justice Information System Central Repository of the Department of Public Safety and Correctional Services.
CGI	CGI Group, Inc.
Customer Information Control System (CICS)	An IBM proprietary product currently used by the COM for mainframe hosted user interfaces.
COMAR	Code of Maryland Regulations available online at www.dsd.state.md.us .
COM Computer Guidelines	The COM's policy that provides computer users with guidance for the use of microcomputers (PCs), local area networks (LANs), wide area networks (WANs), the mainframe, the Internet, and e-mail.
COM ITS Project Management Team	The Comptroller of Maryland's management team consisting of the TO Manager, COM Assistant Project Manager(s), the COM Functional Lead, and the COM Technical Lead.
COM Project Sponsor	The Comptroller of Maryland's executive sponsor for the Compass project.
COM Project Staff	The Comptroller of Maryland employees performing work on the Compass project.
Compass (or Compass project)	The Comptroller of Maryland's project to replace legacy systems with an integrated tax system.
Comptroller of Maryland (COM or the Agency)	The TO Requesting Agency that is issuing this TORFP. Also may be referred to as Comptroller or Comptroller's Office.
COTS	Commercial Off-The-Shelf
Data Breach	The unauthorized acquisition, use, modification or disclosure of Sensitive Data.
DBM	Maryland Department of Budget and Management
Deliverable Expectation Document (DED)	The document that describes the content, schedule, acceptance criteria, and intent of each work product.
DoIT	Maryland Department of Information Technology
Electronic Communications Policy	The COM's policy with respect to access, disclosure, recording, and general usage of electronic communications created, received, or stored through the use of COM issued equipment and the electronic communications systems owned, leased, or otherwise affiliated with the Agency.
End User License Agreement (EULA)	The terms of service governing access to and use of the software services provided pursuant to this Task Order.
Federal Bureau of Investigation	The principal investigative arm of the U.S. Department of Justice.

(FBI)	
Fixed Price	Pricing option which places responsibility on the TO Contractor for the delivery of any products and the complete performance of any services in accordance with the TORFP at a price that is not subject to adjustment.
Full-Time Equivalent (FTE)	Number of total hours worked divided by the maximum number of compensable hours in a full-time schedule (2000 hours per contract year).
Fully Loaded	With regard to labor rates, inclusive of all profit, direct, and indirect costs. The indirect costs shall include all costs that would normally be considered general administrative and clerical costs and/or routine travel costs, or that are in any way allocated by the TO Contractor against direct labor hours as a means of calculating profit or recouping costs which cannot be directly attributable to a Work Order. General administrative and clerical costs cannot be billed to the COM under this TORFP.
ibml	Imaging Business Machines, LLC high-speed scanners.
iFile	The COM's online web application used by individuals to file returns, make payments, and view certain account details.
Implementation Contractor (IC)	Implementation Contractor that will be retained through an RFP to provide and implement the ITS solution.
IFPS	Intelligent Forms Processing System (an IBM proprietary system).
Information System	A discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.
Information Technology (IT)	All electronic information-processing hardware and software, including: (a) maintenance; (b) telecommunications; and (c) associated consulting services.
Interactive Voice Response (IVR)	A telephone based system used by taxpayers to file certain business and individual returns/forms and to check the status of refunds.
IRS	Internal Revenue Service
ITD	Information Technology Division
Integrated Tax System (ITS)	The integrated tax system that will be procured and implemented as part of the Compass project.
LAN	Local Area Network
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.
MBE	A Minority Business Enterprise certified by the Maryland Department of Transportation under COMAR 21.11.03.
MeF	Modernized e-File
MS	Microsoft
MVS	The mainframe operating system (IBM z/OS, version 1.13).
Normal State Business Hours	Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except State Holidays, which can be found at: www.dbm.maryland.gov – keyword: State Holidays.
Notice to Proceed (NTP)	A written notice from the TO Procurement Officer that work on the Task Order, project or Work Order shall begin on a specified date. 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.
NTP Date	The date specified in an NTP for work on the Task Order, project, or Work Order to begin.
Offeror	A Master Contractor that submits a proposal in response to this TORFP.
PDF	Portable Document Format
Personally Identifiable Information (PII)	Any information about an individual maintained by the State, including (1) any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.
Protected Health Information (PHI)	Information that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (i) that identifies the individual; or (ii) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
RAD	Revenue Administration Division
SDLC	System Development Life Cycle
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. Also may be referred to a Data incident.
Security or Security Measures	The technology, policy and procedures that a) protect and b) control access to networks, systems, and data.
Sensitive Data	Means PII; PHI; 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; or 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., State Gov't § 10-1301(c).
SMART	State of Maryland Tax System
SOW	Statement of Work
State	The State of Maryland
Subcontractor	An agent, service provider, supplier, or vendor selected by the TO Contractor to provide subcontracted services or products under the direction of the TO Contractor or other Subcontractors, and including any direct or indirect Subcontractors of a Subcontractor. Subcontractors are subject to the same terms and conditions as the TO Contractor.
Task Order (TO)	The scope of work described in this TORFP.
Task Order Agreement or 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 3.
Tax Type	Each of the taxes, fees, and licenses administered by the Comptroller (e.g., sales and use tax, corporation income tax, tire fee).
TO Contractor	The successful Offeror; the business entity awarded the TORFP.
TO Manager	The COM representative for the TORFP who is primarily responsible for TORFP administration functions, including issuing written direction, invoice approval, monitoring the TORFP to ensure compliance with the terms and conditions of the TORFP, and achieving completion of the TORFP on budget, on time, and within scope.
TO Procurement Officer	The COM's representative who is responsible for the TORFP, determining scope issues and is the only COM representative that can authorize changes to the TORFP.
TO Proposal	As appropriate, either or both an Offeror's Technical or Financial

	Proposal to this TORFP.
TO Request for Proposals (TORFP)	This Task Order Request for Proposal, including any amendments and addenda thereto.
Total Evaluated Price	The Offeror's total proposed price for products/services proposed in response to this solicitation, included in the TO Price Sheet, and used in the financial evaluation of TO Proposals.
UP	Unclaimed Property (used interchangeably with Abandoned Property).
Veteran-owned Small Business Enterprise (VSBE)	A business that is verified by the Center for Verification and Evaluation (CVE) of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13 and http://www.vetbiz.gov .
VSAM	Virtual Storage Access Method
WAN	Wide Area Network
WBS	Work Breakdown Structure
Working Day(s)	Same as "Business Day".
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 fulfillment, and which may not require a change order. Except as otherwise provided, any reference to the TO shall be deemed to include reference to a Work Order.

1.21 No-Cost Extension Provision

In accordance with BPW Advisory 1995-1, in the event there are unspent funds remaining on the TO Agreement, prior to the TO Agreement's expiration date the TO Procurement Officer may modify the TO Agreement to extend the TO Agreement beyond its expiration date for a period up to, but not exceeding, one-third of the base term of the TO Agreement (e.g., eight-month extension on a two-year TO Agreement), not to exceed five (5) years for total TO Agreement period of performance, for the performance of work within the TO Agreement's scope of work. Notwithstanding anything to the contrary, no funds may be added to the TO Agreement in connection with any such extension.

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SECTION 2 - COMPANY AND PERSONNEL QUALIFICATIONS

2.1 MINIMUM QUALIFICATIONS

2.1.1 OFFEROR'S 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. The Master Contractor's proposal shall demonstrate expertise either in-house or through strategic alliances with other firms for providing the services described in this TORFP.

Only Master Contractor qualifications may be used to demonstrate meeting company minimum qualifications.

The Master Contractor's TO Proposal shall demonstrate meeting the following minimum requirements:

- A. At least five (5) years of experience within the last ten (10) years as a contractor providing IT management consulting and/or project management services for at least three (3) IT projects each with multi-phased implementations and a cost in excess of \$10M. Engagements shall clearly outline starting and ending dates for each applicable project.
- B. At least five (5) years of experience as a contractor on one (1) or more contracts providing technical architecture, strategy, and integration for multiple inter-related applications. Engagements shall clearly outline starting and ending dates for each applicable project.
- C. At least one individual proposed shall have at least five (5) years of experience performing the following tasks in at least one (1) IT project:
 - a. Creating and updating SDLC documentation; and
 - b. Managing the collection, documentation, and revisions of functional and technical requirements throughout the project lifecycle.A subcontractor may be used to meet this requirement.
- D. At least one individual proposed shall have leadership experience participating in the evaluation and award of two (2) or more procurement proposals within the last eight (8) years with at least one of a size greater than \$15M. A subcontractor may be used to meet this requirement.
- E. The TO Contractor's proposed Project Manager shall hold a current Project Management Professional (PMP) certification from the Project Management Institute. A subcontractor may be used to meet this requirement.

2.1.2 OFFEROR'S PERSONNEL MINIMUM QUALIFICATIONS

Only those Master Contractors supplying proposed 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 proposed, as identified in the CATS + Master Contract Section 2.10 plus the following minimum qualifications. Resumes shall clearly outline starting dates and ending dates for each applicable experience or skill.

Master Contractors may only propose **four (4) Key Personnel** in response to this TORFP. All other planned positions shall be described generally in the Draft Staffing Management Plan, and may not be used as evidence of fulfilling company or personnel minimum qualifications.

2.1.2.1 Project Manager (CATS+ Labor Category: Project Manager)

The Project Manager shall meet the following minimum qualifications:

- A. Bachelor's degree from an accredited college or university in Engineering, Computer Science, Information Systems, Business, or a related discipline.
- B. Must have at least five (5) years of experience in project management.
- C. Must have at least five (5) years of experience in managing IT related projects and must demonstrate a leadership role in at least three (3) successful projects that were delivered on time and on budget.

2.1.2.2 Project Management Assistant (Master Contractor to select the CATS+ Labor Category)

The Project Management Assistant shall meet the minimum qualifications associated with the CATS+ Labor Category proposed in the TO Technical Proposal.

2.1.2.3 System Integration Architect (CATS+ Labor Category: Architect, Information Technology (Senior))

The System Integration Architect shall meet the following minimum qualifications:

- A. Bachelor's Degree from an accredited college or university with a major in Engineering, Computer Science, Mathematics or a related field.
- B. Must have ten (10) years of experience planning, designing, building, and implementing IT systems.
- C. At least five (5) years of the required ten (10) years of experience must be in the direct supervision and management of major projects that involve providing professional support services and/or the integration, implementation and transition of large complex system and subsystem architectures.
- D. Must have led or been chief architect in major IT implementation efforts.
- E. Must demonstrate a broad understanding of client IT environmental issues and solutions and be a recognized expert within the IT industry.
- F. Must demonstrate advanced abilities to team and mentor and possess demonstrated excellence in written and verbal communication skills.

2.1.2.4 Cultural Change Management Lead (Master Contractor to select the CATS+ Labor Category)

The Cultural Change Management Lead shall meet the minimum qualifications associated with the CATS+ Labor Category proposed in the TO Technical Proposal.

2.2 TO CONTRACTOR AND PERSONNEL PREFERRED QUALIFICATIONS

2.2.1 TO Contractor

An Offeror may be evaluated higher for its experience, capability, and references if it meets or exceeds the preferred qualifications, listed below:

- A. Demonstrated experience furnishing all necessary services required to successfully complete all tasks and work requirements and producing high quality deliverables described herein on contracts of similar scope for at least five (5) years.
- B. Demonstrated experience in successfully planning, managing, and executing one (1) or more projects of a size and scope comparable to that contained herein in a tax processing and collection environment for a U.S. federal, state, or local government unit within the last seven (7) years.
- C. Demonstrated experience in integrating legacy mainframe systems with a distributed COTS solution.
- D. In-house expertise or evidence that the TO Contractor has fostered strategic alliances with other firms that have provided organizational change management services for at least three (3) years.
- E. Demonstrate in its proposal that the TO Contractor has developed a strategic approach for furnishing all necessary services required to successfully complete all tasks and work requirements and producing all deliverables described herein.
- F. Demonstrated experience in managing one (1) or more projects using agile methodologies.
- G. Demonstrated experience architecting integration solutions between disparate technology platforms (e.g., mainframe systems, AS400, modern distributed systems) in various levels of maturity. Mainframe to a modern distributed environment has a higher preference.
- H. Demonstrated experience drafting, coordinating, and evaluating public (e.g., federal, state, local) procurements.
- I. Demonstrated experience drafting, coordinating, and evaluating procurements for the selection and implementation of COTS products.

2.2.2 Project Manager (CATS+ Labor Category: Project Manager)

An Offeror may be evaluated higher for its experience, capability, and references if its personnel meets or exceeds the preferred qualifications listed below:

The following are preferred qualifications for the Project Manager:

- A. At least three (3) years of experience as the project manager for one or more IT projects with a cost of \$10M or greater.
- B. At least five (5) years of demonstrated experience in the following areas:
 - 1. Creating and updating documentation that satisfies the proposed SDLC methodology ;
 - 2. Managing the collection and documenting of functional and technical requirements; and
 - 3. Contract management.
- C. Excellent verbal and written communication skills.
- D. Excellent coordination and organizational skills.
- E. At least one (1) year of experience participating in the implementation of an integrated tax system.
- F. Professional knowledge of federal and/or state tax administration.
- G. At least one (1) year of demonstrated professional experience with application of Internal Revenue Service Publication 1075 tax information security guidelines.
- H. At least one (1) year of demonstrated experience using State of Maryland's Department of Information Technology's (DoIT) guidelines, methodologies, and templates.
- I. Demonstrated experience engaging agile solution teams at the program and portfolio levels.
- J. Demonstrated experience in managing one (1) or more projects using an agile methodology.
- K. Master's Degree or Ph.D. Degree in Engineering, Computer Science, Information Systems, Business, or a related discipline.
- L. CPA, M.B.A., J.D., ITIL, PMI-ACP, SAFe™ Agilist certification, and/or other relevant agile certification.

2.2.3 Project Management Assistant (Master Contractor to select the CATS+ Labor Category)

An Offeror may be evaluated higher for its experience, capability, and references if its personnel meets or exceeds the preferred qualifications listed below:

The following are preferred qualifications for the Project Management Assistant:

- A. At least ten (10) years of drafting and reviewing procurement contracts.
- B. At least seven (7) years of experience gathering and documenting requirements, drafting and reviewing responses to major IT RFPs.
- C. At least three (3) years of experience drafting IT RFPs for government agencies.
- D. A minimum of two (2) years of experience as a project manager for one or more IT projects with a cost in excess of \$5M.
- E. At least five (5) years of experience in project management.
- F. At least five (5) years of demonstrated experience in the following areas:
 - 1. Creating and updating documentation that satisfies the proposed SDLC methodology ; and
 - 2. Managing the collection and documenting of functional and technical requirements;
- G. Excellent verbal and written communication skills.
- H. Excellent coordination and organizational skills.

- I. At least one (1) year of experience participating in the implementation of an integrated tax system.
- J. Professional knowledge of federal and/or state tax administration.
- K. At least one (1) year of demonstrated professional experience with application of Internal Revenue Service Publication 1075 tax information security guidelines.
- L. At least one (1) year of demonstrated experience using State of Maryland's Department of Information Technology's (DoIT) guidelines, methodologies, and templates.
- M. Holds a current Project Management Professional (PMP) certification from the Project Management Institute.
- N. Demonstrated experience engaging agile solution teams at the program and portfolio levels.
- O. Demonstrated experience in managing one (1) or more projects using agile methodology.
- P. Bachelor's Degree from an accredited college or university in Business, Engineering, Computer Science, Information Systems, or other related discipline.
- Q. Master's Degree, or Ph.D. Degree in Engineering, Computer Science, Information Systems, Business, or a related discipline.
- R. CPA, M.B.A., J.D., ITIL, PMI-ACP, SAFe Agilist certification, and/or other relevant agile certification.

2.2.4 System Integration Architect (CATS+ Labor Category: Architect, Information Technology (Senior))

An Offeror may be evaluated higher for its experience, capability, and references if its personnel meets or exceeds the preferred qualifications listed below:

The following are the preferred qualifications for the System Integration Architect:

- A. A minimum of five (5) years of experience as a senior system integration architect for three (3) or more data migration projects each with multi-phased implementations. Responsible for leading the efforts to cleanse and convert data, establish transitional interfaces as required, and retire systems.
- B. A minimum of five (5) years of experience providing technical vision, strategy, and integration for multiple inter-related applications on various technology platforms in various levels of maturity.
- C. At least five (5) years of experience in a leadership role, designing, developing, and migrating financial systems or tax systems.
- D. Demonstrated experience planning and implementing infrastructure improvements, in whole or incrementally.
- E. At least seven (7) years of experience in logical and physical data modeling and data integration, data migration and quality (assessment) management.
- F. Experience cleansing and converting data from a mainframe DB2 database.
- G. At least one (1) year experience participating in the implementation of an integrated tax system.
- H. Professional knowledge of federal and/or state tax administration.

- I. At least one (1) year of demonstrated professional experience with application of Internal Revenue Service Publication 1075 tax information security guidelines.
- J. At least one (1) year of demonstrated experience using State of Maryland's Department of Information Technology's (DoIT) guidelines, methodologies, and templates.
- K. Demonstrated experience engaging agile solution teams at the program and portfolio levels.
- L. Demonstrated experience serving in a leadership position on one (1) or more projects using agile methodology.
- M. Master's degree, ITIL, PMI-ACP, SAFe Agilist certification, and/or other relevant agile certification.

2.2.5 Cultural Change Management Lead (Master Contractor to select the CATS+ Labor Category)

An Offeror may be evaluated higher for its experience, capability, and references if its personnel meets or exceeds the preferred qualifications listed below:

The following are preferred qualifications for the Cultural Change Management Lead:

- A. At least two (2) years of experience leading and managing the execution of CCM plans in a government environment.
- B. At least two (2) years of experience in drafting detailed CCM plans and associated artifacts.
- C. At least one (1) year of demonstrated experience implementing a CCM plan at an organization with at least 500 employee(s).
- D. At least one (1) year implementing an organizational CCM plan for an agency implementing an integrated tax system.
- E. Professional knowledge of federal and/or state tax administration.
- F. At least one (1) year of demonstrated professional experience with application of Internal Revenue Service Publication 1075 tax information security guidelines.
- G. At least five (5) years of experience in business process re-engineering.
- H. At least three (3) years of experience in reengineering large scale business processes.
- I. Bachelor's degree from an accredited college or university in Business, Human Resources Management, or a related discipline.
- J. Master's Degree or Ph.D. Degree in Business, Human Resources Management, or a related discipline.
- K. Change Management Certification and/or Training Certification.

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SECTION 3 - SCOPE OF WORK

3.1 PURPOSE

The COM is issuing this CATS+ TORFP to obtain IT management consulting services in accordance with the scope of work described in this Section 3 to assist the COM in managing the Compass project, including coordination of COM resources and oversight of the Compass project's Implementation Contractor (IC) throughout the course of the implementation and into the maintenance phase of the project. Additional work and/or resources may be requested during the course of the TO period of performance to support additional Compass project needs.

As more fully described in Section 3.3, the COM needs to implement a fully integrated, updated tax management system. The IT management consulting services required under this TO include three (3) separate services. All three (3) services shall be primarily furnished on a time and materials basis.

Project Management and Oversight Services - this TO requires project management services to manage the Compass project in close partnership with the COM. This includes, but is not limited to:

- a. Managing the TO and COM efforts necessary to fulfill all project management, system integration, and cultural change management requirements, responsibilities, and deliverables as defined within this Task Order;
- b. Acting substantially as the State's representative in managing the IC;
- c. Finalizing the COM's draft RFP for an Integrated Tax System (ITS);
- d. Drafting a solicitation for independent verification and validation (IV&V) services;
- e. Coordinating with internal and external stakeholders; and
- f. Identifying opportunities for COM business process improvements;

System Integration Services - this TO requires system integration services which will assist the COM in planning, executing, and managing the migration from legacy systems to the Compass ITS in coordination with the IC, maintaining continuity during the phased implementation.

System Integration Services include, but are not limited to,

- a. the documentation, planning, designing and management of the efforts for:
 1. Legacy data cleansing in order to prepare for the ITS;
 2. Legacy data conversion;
 3. Developing temporary interfaces needed in order to integrate COM non-ITS systems and processes with the new Compass ITS during the various phases; and
 4. Retiring legacy systems, features, and processes as directed by the COM.
- b. If necessary and requested, performing development tasks in support of any of the items in item a above.

Cultural Change Management Services - this TO requires Cultural Change Management (CCM) services in support of the Compass ITS implementation. The CCM services include, but are not limited to:

- a. Preparing COM employees to adapt to changes that will come as a result of implementing the ITS solution (currently envisioned as a COTS solution with an iterative implementation);
- b. Educating stakeholders on the business need for the ITS, the objectives of the project, and anticipated benefits of a modernized integrated system;
- c. Developing a CCM Communications Plan which includes tools for providing feedback to and receiving feedback from both internal and external stakeholders; and
- d. Working with the IC to ensure a positive transition experience for taxpayers using COM services.

The TO Contractor shall also perform ancillary duties and activities in support of the Compass project. The COM will have the option of adding resources from the labor categories listed in the Price Sheet (Attachment 1) as optional work. All resources listed under optional work will be requested through a Work Order process (See Section 3.9). Concurrent personnel added through the life of the project via the Work Order process shall not exceed the equivalent of a maximum of fifteen (15) full time resources.

Note: An Offeror awarded the TO for this TORFP shall not be eligible to compete for any procurements or other projects managed under this TO. The TO Contractor is prohibited from submitting any proposal in response to the Compass ITS implementation RFP. The TO Contractor is prohibited from submitting any proposal in response to the IV&V procurement anticipated in support of the Compass project.

3.2 REQUESTING AGENCY BACKGROUND

The COM provides executive leadership for Maryland's financial management services. The COM is accountable for the fair and efficient collection of taxes, regulation of businesses, accurate forecasting and accounting of revenues and expenses, and the provision of technological services to State agencies.

The COM has approximately 1,200 employees. The Agency administers the tax laws of the State and collects the revenue necessary to support State services. On an annual basis, the COM collects approximately \$19 billion dollars in revenue from 2.8 million individual taxpayers and 500,000 active businesses. There are multiple tax/fee types which COM administers.

The COM distributes funds to 23 counties, Baltimore City, and 157 municipalities throughout the State. On an annual basis, approximately \$4.6 billion dollars are distributed.

The COM has two major operational facilities: one in Annapolis and one in Baltimore. Walk-in taxpayer services are provided at all locations. The COM has a total of twelve (12) Taxpayer Services Centers throughout the State.

The following Agency divisions are major stakeholders in the Compass project:

Bureau of Revenue Estimates (BRE)

The BRE is responsible for forecasting State revenues and monitoring and explaining revenue performance. The BRE also estimates the impact of State and federal legislation on State

revenues, provides statistical reports on State revenues, and is generally responsible for reports on tax/revenue issues required of the Comptroller by the General Assembly. The BRE oversees the operations of the COM's data warehouse.

Compliance Division (CD)

The CD is responsible for enforcing all tax laws administered by the Comptroller and for administering the Uniform Disposition of Unclaimed Property Act. Primary functions include: auditing, collections, and various discovery activities. In conjunction with these activities, the division handles the levying of assessments, license renewal liability matches, tax appeals, and legal enforcement. The CD operates from the Baltimore and Annapolis offices. CD field auditors work at locations throughout the State and perform on-site audits both in Maryland and out of state.

Field Enforcement Division (FED)

The FED is responsible for enforcing the State's revenue laws relating to alcoholic beverages, tobacco, motor fuels, business licenses, and the sales and use tax. The FED is also responsible for administration of motor fuel, alcohol, and tobacco taxes. Enforcement agents combat the illegal smuggling of untaxed cigarettes by conducting investigations, arresting violators and making sure retail businesses are licensed properly and complying with record keeping regulations. Field inspectors also monitor the transportation and storage of motor fuel, and verify that retail locations are complying with regulations governing pricing, labeling, and registration. Fuel samples are also collected and tested at the division's Petroleum Testing Laboratory in Jessup to ensure quality standards. The State License Bureau is part of the FED and is responsible for administering the business licenses required for many Maryland business activities.

General Accounting Division (GAD)

The GAD exercises financial control on a statewide basis. It accounts for all State funds received and disbursed, and prepares monthly and annual financial and statistical reports as required by law or fiscal policy. This includes the preparation of the Comprehensive Annual Financial Report (CAFR) of the State, which contains the State's financial statements and is accompanied by an independent auditor's report.

The GAD provides accounting and certain payroll check distribution services to State agencies and is responsible for the approval and processing of Vendor payments. Additionally, the GAD performs backup withholding collections, annual 1099 reporting, and both state and federal liability offsets. The GAD also administers the statewide corporate purchasing card program.

Information Technology Division (ITD)

The ITD provides IT services to the Agency as well as IT coordination for all 24 Registers of Wills offices throughout the State. The ITD also operates the largest mainframe data center in Maryland State government, the Annapolis Data Center, which provides mainframe processing for many State agencies as well as for the Comptroller. The costs for the ADC, which operates 24 hours a day, 365 days a year, are fully reimbursable by the using agencies. Some of the larger external users are the Department of Budget and Management, the Department of Health and Mental Hygiene, the Department of Labor, Licensing, and Regulation, the Department of Assessments and Taxation, and the State Retirement System.

Revenue Administration Division (RAD)

The RAD is responsible for receiving and processing tax returns and payments for all taxes and fees administered by the COM that include: personal, corporate, fiduciary, pass-through entity, employer withholding, sales and use, admissions and amusements, tire fee, bay restoration fee, and estate and inheritance taxes. The RAD is responsible for taxpayer service, taxpayer accounting, administration of offset programs, tax processing systems application control, revenue accounting, issuing refunds, and the distribution of tax revenues to the subdivisions of Maryland. Remittances are received electronically or by mail; mailed returns and remittances are imaged and deposited through a centralized remittance processing center and a lockbox facility. The RAD administers laws and regulations, including registration, licensing, and permitting, pertaining to the manufacture, storage, transportation, sale, and distribution of alcoholic beverages, tobacco, and motor fuel.

3.3 PROJECT BACKGROUND

The Compass project will assist the COM in modernizing its operations by delivering updated technology and improved business processes aligned with the new technology. Major Compass components include acquisition and implementation of an integrated tax system, delivering cultural change management to stakeholders, architecting and managing the integration of the ITS into the COM's existing infrastructure systems and business processes, and planning and managing the retirement of systems and processes made obsolete by the new ITS. Compass is funded as a Major IT Development Project (MITDP) through the Department of Information Technology (DoIT).

The ITS solution will replace the Agency's State of Maryland Tax (SMART) system, Computer Assisted Collection System (CACs), certain web applications, and other outdated tax processing systems and integrate with a robust data warehouse to both continue and expand revenue generating projects and provide enhanced reporting functionality. The ITS will allow the COM to efficiently administer all taxes, licenses, permits, and fees required by law. This includes the processing and collection of personal income tax and sales and use tax, the State's largest sources of revenue, and the administration of Abandoned Property. Successful implementation will bring the COM a modernized system which makes use of current technologies and is supported by and adaptable to the mainstream IT workforce. Uniformity in processing across Tax Types will simplify compliance by taxpayers and allow for a more dynamic use of COM staff.

The COM anticipates the Compass project will involve a multi-year, multi-phased COTS implementation. The COM expects the IC to determine the SDLC methodology to be used in implementing the ITS (the State prefers that implementations employ SAFe methodology). Ongoing maintenance and support by the IC is expected. This will include on-site staff responsible for supporting annual tax changes, new legislative mandates, and routine system maintenance and enhancements.

3.3.1 Overview of Current Business Processes and Systems

There are numerous mainframe applications and stand-alone personal computer applications used to administer and enforce the taxing statutes. The COM has two primary data processing systems for tax administration and collections processing. The systems are:

A. The State of Maryland Tax System (SMART)

SMART is a consolidated tax administration mainframe-based computer system that provides

centralized processing for personal income tax, corporate income tax, pass-through entity income tax, fiduciary tax, employer withholding tax, sales and use tax, the tire fee, and the Bay restoration fee. SMART was implemented in 1992 by Andersen Consulting using their Tax Administration System (TAS) product. It is an IBM DB2-based application written in COBOL for a CICS environment.

B. The Computer-Assisted Collection System (CACS)

CACS provides collection functionality for four (4) Tax Types: corporate income tax, employer withholding, sales and use tax, and admissions and amusement tax. CACS is a mainframe-based system that was implemented in 1987. CACS is currently supported by CGI and is written in COBOL for a CICS/VSAM environment.

The COM uses other automated systems to assist in the processing and collection of taxes. They include:

C. Remittance Processing and Imaging

The RAD uses three (3) ibml Imagetrac 5450 scanners in conjunction with Fairfax Imaging's Check21 processing system to scan and process payment documents, certain tax forms, and checks using Optical Character Recognition (OCR). The data is then uploaded to the SMART system. For taxes not included in SMART, payments must be manually posted to the appropriate accounting system.

D. IFPS Imaging

The RAD uses 2 of the 3 ibml Imagetrac 5450 scanners in conjunction with the IBM Intelligent Forms Processing Solution (IFPS) to handle the front end processing of paper tax returns for personal and business taxes.

The IFPS is a Windows based client/server application which provides data capture, data validation, and data export to the SMART system on the mainframe. The backend data repository is an IBM DB2 database system for MVS. Tax return data is written directly to the mainframe DB2 tables by IFP application programs using IBM DB2 Connect.

E. Other Mainframe Systems

The COM maintains separate mainframe systems for Admissions and Amusement Tax, Motor Fuel Tax, Licenses, and Fees, Alcohol Tax, Licenses and Fees, Tobacco Tax Licenses, and Fees, Central Registration, State License Bureau, Audit Tracking (A45S), License Clearance, and the Lien Card Tracking System. The programs, developed in-house, are primarily written in COBOL for a CICS/VSAM environment.

F. Estate Tax Application

Estate Tax Unit personnel use the HighView graphic user interface to input and retrieve estate data and document images. The database platform is SQL Server. Documents are scanned, indexed, and linked to the appropriate Account. The system has a letter generator feature, and provides individual Account and system reports.

An Estate Tax Account is established as a result of correspondence received from entities such as the Register of Wills, IRS, and estate representatives. An estate tax return's due date is calculated based on the decedent's date of death.

G. Compliance and Audit Programs

The COM has developed many Compliance and Audit Programs, which will be converted as the associated Tax Type is converted to the ITS. These programs utilize data from the

processing system, external sources including the IRS, CAMS, and the data warehouse to generate leads, notices, and collections. Detailed reporting on all aspects of these programs, including monies collected, is required.

H. Unclaimed Property

The Unclaimed Property unit is responsible for the administration of the Maryland Uniform Disposition of Abandoned Property Act. The law is custodial in nature and requires that the COM take possession of the property and attempt to locate the rightful owners. The type of property turned over to the State includes uncashed payroll checks, inactive bank accounts, insurance proceeds, stock dividends and their underlying shares, and safe deposit box contents.

I. Web Applications

The COM maintains several interactive Internet and Intranet web applications that provide taxpayer services and functions. These applications are used by taxpayers, representatives, businesses, citizens, and by Agency employees in the performance of their work. These include:

- a. Filing of returns and payments for both personal and business taxes;
- b. Business registration;
- c. Credit control reporting for managing retailer credit information;
- d. Requesting extended payment plans;
- e. Payment methods using credit cards (through a third party) or direct debit;
- f. Obtaining certifications of tax filings;
- g. Filing of appeals; and
- h. Inquiry functions.

Web applications use the Microsoft Development Platform (Classic ASP and .NET (multiple versions)). MS Visual Studio is used to develop the applications and MS SQL Server is the relational database used for the web applications.

J. Electronic Filing

The COM provides electronic filing capabilities for both personal and business taxes. Approximately 80% (2.5 million out of 3 million) of all Maryland individual returns processed are filed electronically. The MeF application supports the pre-processing of business and individual income tax returns, forms, and payment transactions and is a major data source for the ADC mainframe. MeF integrates with web services hosted by the IRS. The application is a .NET system developed in-house. Electronic submissions are also received from various other sources including iFile, bFile, ACH, IVR, and third parties.

K. Predictive Dialer

The Predictive Dialer is an automated dialing system for inbound and outbound calls to contact delinquent and deficient taxpayers, using predictive dialing software created by MS Technologies. The predictive dialer interfaces with the CACS application and allows an administrator the ability to determine which campaigns will be worked on a daily basis to achieve the Business Collections Section's goals.

L. Data Warehouse

The COM uses a TeraData data warehouse for data storage, reporting, and analytics. Analysis performed in the data warehouse assists the COM in returns processing, fraud detection, and audit programs.

3.3.2 Compass Project Structure

The Compass project is governed by the COM's executive steering committee comprised of the COM Project Sponsor and several division directors. The executive steering committee provides cross-organizational executive level sponsorship, guidance and control over program projects and services to ensure mission objectives are met as expected and to ensure that project goals and initiatives align with Agency goals. The TO Contractor's Project Manager is responsible for ensuring the delivery of the services described in Section 3 Scope of Work through efficient and effective management of TO Contractor Personnel and project work performed in collaboration with the COM Project Staff, the COM ITS Project Management Team, and the IC. The TO Contractor's Project Manager will report to the TO Manager.

In addition to duties outlined in Section 1.2, the TO Manager is responsible for oversight of the Compass project, including management of the TO Agreement, the ITS implementation contract, and any IV&V contract issued for the Compass project.

The selected IV&V contractor will perform independent verification and validation of activity performed in support of the Compass project, including both the IC and the TO Contractor.

The IC will be responsible for providing and implementing the ITS solution. The TO Contractor's work should be planned and performed to align with the ITS implementation.

3.4 PROFESSIONAL DEVELOPMENT

Any TO Contractor Personnel provided under this TORFP shall maintain any required professional certifications for the duration of the resulting TO.

3.5 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES

The TO Contractor shall comply with all applicable laws, regulations, policies, standards, and guidelines affecting information technology and technology projects, which may be created or changed periodically. The TO Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting security and technology project execution, and COM policies, procedures, standards, and guidelines.

The foregoing may include, but are not limited to, the following policies, guidelines and methodologies that can be found at the DoIT site

(<http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx>).

- A. The State of Maryland SDLC methodology
- B. Scaled Agile Framework version 4.0. Additional information is available at: <http://doit.maryland.gov/SDLC/Pages/altMethods.aspx> , under 'Agile Alternatives'
- C. The State of Maryland Information Technology Security Policy and Standards
- D. The State of Maryland Information Technology Non-Visual Access Standards
- E. The TO Contractor shall follow project management methodologies consistent with the Project Management Institute's Project Management Body of Knowledge Guide.
- F. TO Contractor Personnel shall follow a consistent methodology for all TO activities.
- G. The State's Information Technology Project Oversight Policies for any work performed under this TORFP for one or more Major IT Development Projects (MITDPs)
- H. IRS Publication 1075 standards

3.6 REQUIREMENTS

3.6.1 TRANSITION-IN REQUIREMENTS

The purpose of the Task Order Transition-in is for the TO Contractor to become familiar with the COM working environment and the Compass project, confirming the management approach for the services the TO Contractor will provide, and assuming responsibility for the maintenance of project documentation and the next phases of the Compass project development.

- 3.6.1.1** The Transition-in shall ensure minimum disruption to vital COM business.
- 3.6.1.2** The Transition-in period, which is anticipated to take no more than 30 Business Days from NTP, shall begin with the kickoff meeting which will be held within five (5) Business Days of NTP. TO Contractor will provide a draft Transition-in Plan (DID-002), initial Staffing Plan, and initial Deliverables Inventory at the kickoff meeting for review.
- 3.6.1.3** During the Transition-in period, the TO Contractor is responsible for completing the Transition-in deliverables DID-001 through DID-004, and initial versions of DID-005, DID-012, DID-018, and DID-021 (see Section 3.8.4). During the Transition-in period, the TO Contractor will also assume responsibility for SDLC documents (see DID-008) turned over by the COM at the kickoff meeting.
- 3.6.1.4** Assigned TO Contractor Personnel shall work closely with COM ITS Project Management Team.
- 3.6.1.5** The TO Contractor shall submit the final Transition-in Plan within ten (10) Business Days following the NTP date. Upon COM acceptance of the final Transition-in Plan, the plan shall be implemented in accordance with the timeframe specified in the TO Contractor's final Transition-in Plan.
- 3.6.1.6** The TO Contractor shall schedule and conduct Transition-in status meetings for the duration of the Transition-in period.
- 3.6.1.7** The Transition-in period shall end when the TO Contractor has demonstrated to the Agency's satisfaction it is staffed and ready to perform the management of all TO requirements and responsibilities for the Compass project and has successfully completed the deliverables from Section 3.8.4 that are due within NTP + 30 days. The Final Transition Status Meeting represents the end of the Transition-in period. TO Contractor shall assume responsibility for all TO services upon completion of the Final Transition Status Meeting and approval by the TO Manager that the TO Contractor has satisfactorily completed all Transition-in activities as identified in this Section and as described in the Transition-in Plan.
- 3.6.1.8** The Transition-in Plan shall address:
 - a. The TO Contractor's proposed SDLC methodology;
 - b. Communication between the TO Contractor, the COM, and DoIT;

- c. Attaining working knowledge of the COM's general business practices and operations and project documentation provided by the COM; and
- d. All activities to be completed during the Transition-in period.

3.6.2 TRANSITION-OUT REQUIREMENTS

A transition-out shall ensure minimum disruption to vital COM business.

- 3.6.2.1** The TO Contractor shall support requested activities for technical, business and administrative support to ensure effective and efficient end-of-TO Agreement transition to the COM or another agent of the COM. Examples of these activities include a final project debriefing meeting, organization and hand-off of project materials, documentation, electronic media, any final reports, updated work plans, and final invoices.
- 3.6.2.2** The TO Contractor shall ensure that all necessary knowledge and materials for the tasks completed are transferred to the custody of COM personnel.
- 3.6.2.3** The TO Contractor shall complete a Transition-out Plan (DID-020) within 30 days of being notified by the TO Manager of a TO Agreement end date.
- 3.6.2.4** The Transition-out Plan shall include:
 - (a) Any concerns/issues related to the closeout of the Task Order;
 - (b) Communications and reporting process between the TO Contractor and the TO Manager pertaining to the transition out;
 - (c) Identification of any final training/orientation of COM staff or staff of another agent of the COM;
 - (d) Knowledge transfer including lessons learned and disposition of all project documentation maintained by the TO Contractor for the Compass project.
 - (e) Plans to complete tasks and any unfinished work items; and
 - (f) Document any outstanding risk factors and suggested solutions.
- 3.6.2.5** The TO Contractor shall deliver the activities identified in the accepted Transition-out Plan.
- 3.6.2.6** The TO Contractor shall ensure all documentation and data is current and complete with a hard and soft copy in a format prescribed by the TO Manager.

3.6.3 TO CONTRACTOR RESPONSIBILITIES

This section discusses the requirements and responsibilities the TO Contractor must satisfy under the TO Agreement. The responsibilities in this section are phrased as to "what" needs to be accomplished rather than "how" each should be accomplished. In their responses, Offerors are requested to provide a brief explanation of their capabilities relating to each of the items (see Section 4.4.1 TO Technical Proposal). The criticality and visibility of the Compass project necessitates an experienced contractor with a mature approach to all activities under this Task Order.

The TO Contractor shall fulfill all responsibilities as defined in this TORFP, and as may be additionally requested by the TO Manager within the general scope of the Compass project and associated business process improvements.

ID	Responsibility
The TO Contractor is responsible for:	
Overall Responsibilities	
TO-001	Managing all TO staff and subcontractors performing work under the TO Agreement.
TO-002	Ensuring that Key Personnel are available as of the start date specified in the Notice To Proceed (NTP).
TO-003	Organize, direct, and coordinate the planning and production of all support activities related to this TO, including subcontractors;
TO-004	Assisting the COM in establishing the specific work products for which the TO Contractor has responsibility, the approved SDLC approach, and the TO Contractor's proposed approach to completing the services under this TO. This includes developing and obtaining COM approval of a Deliverables Inventory and a Deliverable Expectation Document (DED) that describes the content, schedule, acceptance criteria, and intent for each work product. The Deliverables Inventory will be continually evaluated and updated throughout the Task Order period of performance.
TO-005	Completing all work products and deliverables included in the Deliverables Inventory in a manner compatible with the approved SDLC approach for the Compass project.
TO-006	Coordinating all TO Agreement activities performed by the TO Contractor, as appropriate, with the IC's SDLC approach and implementation timeline.
TO-007	Delivering and maintaining all documentation consistent with the approved implementation methodology in an agreed upon State-owned repository readily available to those who should have access to them. The TO Contractor shall deliver, and keep updated, all required documentation at an enterprise-quality level.
TO-008	Identifying and reporting roadblocks and risks within the Compass project as they arise and suggesting mitigating strategies to the COM ITS Project Management Team.
TO-009	Actively participating in working sessions, as needed, with the COM and/or IC staff to accomplish tasks in support of the Compass project.
TO-010	Assisting the COM in ensuring business continuity is maintained during a phased implementation of the ITS.
TO-011	Recommending for COM approval a detailed SDLC approach for providing the services requested under the TO Agreement.
TO-012	Identifying opportunities for increased organizational and processing efficiencies and providing recommendations that account for the legal, regulatory, audit, and cultural constraints applicable to the COM. Performance metrics should be used when identifying opportunities for improvement as well as measuring the progress made while implementing recommendations.
TO-013	Acting as an internal consultant, advocate, mentor, and change agent.
TO-014	Becoming familiar with all laws, regulations, and policies applicable to the work performed under the TO Agreement in order to assist the COM in identifying obligations and generating all required documentation.

TO-015	If requested via a Work Order, furnishing subject matter experts to aid the COM in maintaining its critical program functions during implementation activities. Note that the scope and nature of backfill activities may vary, and are subject to any State human resource rules.
TO-016	Performing other work as required to support the implementation of Compass.
TO-017	Identifying and describing the tools recommended to support the services furnished under this TO and how they would be used. See Section 3.6.5 for additional requirements regarding the procurement process.
Project Management Services	
PM-001	Providing project management and oversight services using industry standard and best-practice project management methods.
PM-002	Representing the COM in an extensive array of responsibilities associated with Compass. Primary responsibilities are identified in Section 3 Scope of Work; however, as necessary, additional activities may be requested via Work Order (See Section 3.9).
PM-003	Planning, managing, coordinating, and reporting the status for all work listed in Section 3 Scope of Work.
PM-004	Assisting the COM in managing change control, issues escalation and resolution, and IC compliance to schedule, costs, and scope.
PM-005	Establishing a process consistent with the agreed Compass development methodology for reporting and analyzing development progress to advise the COM of the progress of the Compass project.
PM-006	Conducting assessments at key milestones. The COM and the TO Contractor shall jointly identify the milestones specific to this TO.
PM-007	Supporting the COM in Compass project governance.
PM-008	Staffing the TO with personnel familiar with managing large, complex projects, Maryland State procurement requirements, Maryland's SDLC methodology (as applicable to this project) and development of RFPs for projects of similar size and scope.
PM-009	Providing subject matter expertise in fields relevant to the responsibilities and requirements listed in Section 3 Scope of Work.
PM-0010	Assisting the COM in developing and managing schedules of COM Project Staff by identifying, reporting, and recommending solutions when workload conflicts occur.
PM-011	Attending project meetings and preparing and presenting status report material for each service area (i.e., project management, CCM, system integration) as established by the Communications Management Plan or as requested by the COM.
PM-012	As per the Communications Management Plan and as requested by the COM, for meetings attended by the TO Contractor, producing meeting minutes within two (2) Business Days after the meeting, distribute information per the Communications Management Plan, and store the minutes in the appropriate electronic workspace.
PM-013	Assisting COM personnel with the development of the DoIT required documentation, such as in support of the annual budget request.
PM-014	Assisting COM personnel with the development of the Project Implementation Request (PIR) for submission to DoIT.

PM-015	Preparing a monthly DoIT status report for the TO Manager in the format prescribed by DoIT, within three (3) Business Days after the end of each calendar month.
PM-016	Keeping all business process documentation created in support of Compass up to date until each business process is transitioned to the ITS.
PM-017	Assisting the COM in reviewing and responding to the IV&V contractor's audit reports of the IC's work.
Procurement	
PR-001	Working with COM stakeholders and subject matter experts to understand functional and technical requirements and document constraints and requirements in accordance with industry best practices and DoIT guidelines.
PR-002	Working with the COM to develop the list of the ITS RFP deliverables and corresponding acceptance criteria.
PR-003	Reviewing and validating all ITS RFP requirements and deliverables with subject matter experts for completeness and accuracy (approximately 1300 existing requirements). Where this review identifies gaps or inaccuracies, document additional requirements and deliverables.
PR-004	Preparing or gathering any supporting documentation needed to clarify the current state of business processes in the RFP, including but not limited to business process diagrams, organizational charts, and interfaces that document the as-is state of business processes included within the scope of Compass.
PR-005	Preparing or gathering any technical reference material for an anticipated RFP confidential reading room in order to document the current state of existing systems, interfaces, and business processes within the scope of Compass (e.g., flowcharts, file layouts, constraints).
PR-006	Finalizing the COM's draft solicitation for an ITS solution in conformity with standards and practices of the DoIT for the purpose of external review.
PR-007	Developing the solicitation to obtain an IV&V vendor for the Compass project.
PR-008	Reviewing and updating solicitation drafts in a timely manner upon receipt of feedback.
PR-009	Meeting with and/or otherwise communicating with reviewers of solicitation drafts to review and clarify comments on an as-needed basis.
PR-010	Providing support as needed during all solicitation evaluation and awards (currently anticipated for ITS RFP and IV&V vendors), including developing an evaluation strategy for proposals that meets internal and external reviewer requirements, developing oral presentation questions, training the evaluation team on the application of evaluation criteria and scoring standards, and supporting the evaluation and selection processes.
IC Management	
IC-001	Assisting the COM in managing the IC contract on behalf of the State, including but not limited to monitoring: IC compliance with the IC contract, IC compliance with published plans (e.g., Communications Management Plan, Project Management Plan, Test Plans, Training Plan), and IC compliance with identified implementation process improvements.
IC-002	Functioning as a liaison between COM employees and the IC.
IC-003	Monitoring and tracking all ITS requirements through the implementation process to assist the COM in ensuring that requirements are implemented as intended.

IC-004	Ensuring the State's security requirements are incorporated into the ITS and incrementally developed and tested.
IC-005	Analyzing performance of the IC including reviewing and validating performance metrics.
IC-006	Reviewing and providing feedback for all management plans, work products, documentation (including software development and integration documentation), and other deliverables produced by the IC for: content, quality, compliance to requirements, adherence to standards, effect on existing COM systems, and compliance to contract . The TO Contractor shall recommend to the COM ITS Project Management Team a response to each document reviewed. The TO Contractor shall perform this review and make recommendations within five (5) Business Days after receipt, unless otherwise directed by the COM.
IC-007	Handing off applicable SDLC documentation to the IC once the ITS contract is awarded.
IC-008	Providing input as needed on SDLC documentation for which the IC has primary responsibility.
IC-009	Aiding in the maintenance of the risk register, including identifying and assessing risks and advising the State on risk mitigation or avoidance steps.
System Integration Services	
IS-001	For select systems, applications, and processes in the existing COM environment, planning, coordinating, architecting, and documenting the integration with the ITS. Integration activities shall include data cleansing, data migration, temporary interfaces, and system and process retirement.
IS-002	Overseeing the COM's development and testing efforts for all integration activities.
IS-003	Providing a test data approach for identifying, creating, preparing, storing, and protecting test data that complies with COM, State, and IRS guidelines, including randomized/masked data.
IS-004	Managing roles and responsibilities of external vendors and internal resources in coordination with the IC to minimize the disruptive effects of any ongoing COM and third party maintenance and development activities such as new, existing, and/or upgraded software.
IS-005	Conducting analyses and providing architecture impact and risk assessments for changes to existing and target architecture which may arise from proposed changes at the system and enterprise levels. This includes both changes to COM systems and applications that may affect Compass as well as Compass' effect on COM systems and applications.
IS-006	Identifying opportunities for integration and economies of scale across systems and/or organizations interfacing with the ITS.
IS-007	Providing architectural analysis and recommendations for improvement of COM IT projects and initiatives as they relate to the implementation of the ITS.
IS-008	Providing data architecture, applications architecture, information technology architecture, enterprise architecture planning, Information Systems architecture, and architecture trade-off analysis for COM systems to be integrated with the ITS. This is to be performed in such a way that it ensures consistency between systems and provides efficient integration with the ITS.
IS-009	Designing and documenting integration solutions compatible with the ITS and, where appropriate, developing procedures for a business process workaround prior to the start of development of the integration solution.
IS-010	Gathering and documenting functional requirements for each system integration activity.

IS-011	Coordinating integration activities to coincide with the IC's integration plan and development activities.
IS-012	Maintaining continuity between systems for functions being shared between legacy systems and the Compass ITS throughout the course of the phased implementation.
IS-013	Supporting the IC in the preparation and execution of extract, transformation, and load (ETL) scripts and programs.
IS-014	Developing and documenting a Deployment Plan for each integration activity and ensuring that each plan is followed consistently. At a minimum, each Deployment Plan shall include: approved implementation schedule; deployment communications plan; backup and rollback procedures; and contingency plans or work-around(s) when recovery is not an option.
IS-015	Coordinating integration deployment schedules and managing the channels of communication and hand-off(s) between the technical teams, vendors, COM leadership, and end-users.
IS-016	Performing post-deployment reviews for integration activities to assess and document the results, including, but not limited to defects found, corrective actions to be taken, and work-around(s) to be implemented.
IS-017	Producing and maintaining written policies and procedures governing integration efforts consistent with State of Maryland, NIST, and IRS Publication 1075 standards.
IS-018	Providing full technical and end-user documentation in the manner and format agreed upon in the DED for all work performed that results in configuration for all software development efforts and product releases. At a minimum, documentation shall include all information necessary to describe processes, procedures, code artifacts, and/or policies that were implemented or updated during the development work.
IS-019	Training COM IT and business resources in the operations and support of temporary interfaces and integration business processes prior to deployment.
IS-020	Providing knowledge transfer to COM-specified IT staff for all integration activities.
IS-021	Recommending tools that may assist the COM in performing system integration activities.
Cultural Change Management Services	
CCM-001	Developing, maintaining, and following a CCM Plan.
CCM-002	Planning, coordinating, and performing all aspects of CCM for the COM to assist all stakeholders, including up to 1,100 COM personnel, to prepare for and adapt to changes that will come as a result of implementing the ITS.
CCM-003	Developing and delivering CCM training to educate up to 1,100 internal stakeholders on the business need for the ITS, the objectives of the project, and anticipated benefits of a modernized, integrated system. Training shall include, but is not limited to, instructor led sessions and computer based training, targeted by functional area and by organizational level as detailed in the approved CCM Plan.
CCM-004	Providing timely education, as appropriate, to external stakeholders regarding changes that they may experience due to implementing the ITS.
CCM-005	Coordinating the CCM Plan and the scheduling of all CCM activities to align with the ITS implementation to ensure a positive transition experience for all stakeholders.

CCM-006	Developing, maintaining, and executing a CCM Communications Plan. The CCM Communications Plan must include tools and processes for providing information to and receiving feedback from both internal and external stakeholders.
CCM-007	Identifying and recommending beneficial cultural change outcomes for both internal and external system users (including the public) and implementing mechanisms to measure progress towards agreed outcomes.
CCM-008	Developing and managing a process to document, analyze, and, as appropriate, incorporate stakeholder feedback throughout the project.
CCM-009	Coordinating CCM training delivery with the COM and the IC, timed to coincide with the phased implementation of the ITS.

3.6.3.1 Work Location

The primary work location for Compass will be in Annapolis, MD. It is the State's requirement that all Key Personnel be located there while engaged on the project. Facilities will be made available in Annapolis for the remaining project staff or the Offeror can, at its own expense, use its own facilities. Via the Staffing Management Plan the TO Contractor will discuss where the staff will be located and how teleworking, commuting, and travel will be utilized. See Section 3.14 for security constraints. Additional work may be performed at 301 W. Preston Street, Baltimore, MD 21201, or at any other site designated by the COM. Work Orders will detail work locations (on-site, off-site, or both).

3.6.3.2 Work Approach

The State prefers that development work efforts be performed using an agile methodology, particularly SAFe methodology. For each type of service provided under this TO, the TO Contractor will propose, for COM approval, its recommended SDLC approach for meeting the Agency's needs. The TO Contractor may propose different methodologies for each of the three primary categories of work listed in 3.1. Upon award of the ITS procurement, the TO Contractor shall adapt to the SDLC approach of the IC.

3.6.3.3 Work Products and Deliverables

After award, the Agency shall establish, with TO Contractor input, a Deliverables Inventory describing the specific work products for which the TO Contractor has responsibility, taking into consideration the approved SDLC methodology and the TO Contractor's proposed approach to completing the services under this Task Order. The Deliverables Inventory will be continually evaluated and updated throughout the Task Order period of performance. The TO Contractor shall develop and obtain Agency approval for a Deliverable Expectation Document (DED) that describes the content and intent of each work product.

3.6.4 TO CONTRACTOR PERSONNEL DUTIES AND RESPONSIBILITIES

This section discusses the minimum requirements and responsibilities the TO Contractor Key Personnel must satisfy under the TO Agreement.

3.6.4.1 Project Manager

Project management and oversight services will be provided by one Project Manager, with additional support provided by TO Contractor Key Personnel and additional TO Contractor

Personnel as authorized via a Work Order process. In addition to the responsibilities listed below, specific responsibilities for the Project Manager will be managed by the TO Manager after onboarding. The Project Manager is responsible for the following:

- A. Ensuring the delivery of the services described in Section 3 Scope of Work through efficient and effective management of TO Contractor Personnel and project work performed in collaboration with the COM Project Staff and the COM ITS Project Management Team.
- B. Serving as the primary point of contact regarding day-to-day oversight of Compass project operations. The Project Manager shall ensure the COM has a single point of contact for all TO issues.
- C. Overseeing and directing all TO Contractor Personnel and subcontractors provided under this TORFP.
- D. Supporting the COM ITS Project Management Team in overall project governance, communications with executives, planning, budgeting, execution, monitoring, control, quality assurance, and implementing course corrections as needed.

3.6.4.2 Project Management Assistant

The Project Management Assistant is responsible for the following:

- A. Finalizing the COM's draft RFP for implementation of the ITS and ensuring that the requirements are accurate and complete. Familiarity with agile projects will be important for success in implementing this requirement.
- B. Supporting the COM in managing the RFP process, including evaluation of responses.
- C. Monitoring and tracking all ITS requirements through the implementation process to assist the COM in ensuring that requirements are implemented as intended.
- D. Providing assistance to the TO Contractor's Project Manager in overseeing and directing any TO Contractor Personnel and subcontractors provided under this TORFP.
- E. Supporting the TO Manager and the COM in the overall project governance, communications with executives, planning, budgeting, execution, monitoring, control, quality assurance, and implementing course corrections as needed.

3.6.4.3 System Integration Architect

The System Integration Architect is responsible for the following:

- A. Ensuring completion of all System Integration activities described in Section 3 Scope of Work.
- B. Ensuring continuity of service and highly effective coordination through all phases of the Compass project.

- C. Ensuring consistency between systems and efficient integration with the ITS by providing data architecture, applications architecture, information technology architecture, enterprise architecture planning, Information Systems architecture, and architecture trade-off analysis for COM systems to be integrated with the ITS.
- D. Ensuring appropriate knowledge transfer and training to the COM for all integration activities.
- E. Ensuring all integration activities are documented appropriately.

3.6.4.4 CCM Lead

The CCM Lead is responsible for the following:

- A. Ensuring completion of all CCM activities described in Section 3 Scope of Work.
- B. Ensuring a positive transition experience for all stakeholders by managing the cultural change associated with the implementation of the Compass ITS solution.

3.6.5 REQUIREMENTS FOR HARDWARE, SOFTWARE, AND MATERIALS

With regard to TO Contractor Personnel, the TO Contractor is responsible for providing, at its own cost, personal computers utilizing a Windows operating system and Microsoft Office. For those TO Contractor Personnel whose work under the TO Agreement necessitates the use of Microsoft Project and Microsoft Visio, the TO Contractor is also responsible for providing these products. Additionally, the TO Contractor is solely responsible for any additional desktop software not listed above that is installed on TO Contractor Personnel's personal computers (See Section 3.7.5 regarding Network Connectivity and virtual desktop environment).

The TO Contractor shall be responsible for acquiring any other necessary hardware and software that are installed on COM systems and other materials necessary to complete its work under the TO Agreement. All such necessary hardware, software, materials, and any associated licenses shall become the property of the COM. Material costs must be approved in advance by the COM and shall be passed through with no mark-up by the TO Contractor.

3.6.6 REPORTS

The TO Contractor shall prepare and submit reports in the form required and at the frequency specified in the Communications Plan. At a minimum, status reports will be provided bi-weekly to the COM ITS Project Management Team and monthly to the DoIT and the executive steering committee.

3.7 PERFORMANCE AND PERSONNEL

3.7.1 WORK HOURS

- A. Business Hours Support: The TO Contractor's collective assigned Personnel shall support core business hours (8:00 AM to 5:00 PM), Monday through Friday except for State holidays, Service Reduction days, and Furlough days observed by the COM. TO Contractor Personnel may also be required to provide occasional support outside of core business hours, including

evenings, overnight, and weekends, to support specific efforts and emergencies to resolve system repair or restoration.

- B. State-Mandated Service Reduction Days: TO Contractor Personnel shall be required to participate in the State-mandated Service Reduction Days as well as State Furlough Days. In this event, the TO Contractor will be notified in writing by the TO Manager of these details.
- C. Minimum and Maximum Hours: Full-time TO Contractor Personnel shall work forty (40) hours per week with starting and ending times as approved by the TO Manager. A flexible work schedule may be used with TO Manager approval, including time to support any efforts outside core business hours. TO Contractor Personnel may also be requested to restrict the number of hours TO Contractor Personnel can work within a given period of time that may result in less than an eight hour day or less than a 40 hour work week.
- D. Vacation Hours: Requests for leave shall be submitted to the TO Manager at least two (2) weeks in advance. The TO Manager reserves the right to request a temporary replacement if leave extends longer than one consecutive week. In cases where there is insufficient coverage, a leave request may be denied.

3.7.2 DIRECTED PERSONNEL REPLACEMENT

- A. The TO Manager may direct the TO Contractor to replace any TO Contractor Personnel who, in the sole discretion of the TO Manager, are perceived as being unqualified, non-productive, unable to fully perform the job duties, disruptive, or known, or reasonably believed, to have committed a major infraction(s) of law or Agency, Contract, or Task Order requirement.
- B. If deemed appropriate in the discretion of the TO Manager, the TO Manager shall give written notice of any 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.
- C. 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 described in Section 3.7.2B.
- D. In circumstances of directed removal, the TO Contractor shall provide a suitable replacement for TO Manager approval within fifteen (15) days of date of the notification of directed removal, or the actual removal, whichever occurs first. However, if the TO Manager determines that the State's best interests require removal of the TO Contractor Personnel with less than fifteen (15) days' notice, the TO Manager can direct removal in shorter timeframe, including immediate removal.
- E. 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.

- F. 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.

3.7.3 SUBSTITUTION OF PERSONNEL

3.7.3.1 PRIOR AND 30 DAYS AFTER TO TASK ORDER EXECUTION

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 COM'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 COM's sole discretion. Proposed substitutes deemed by the COM to be less qualified than the originally proposed individual may be grounds for pre-award disqualification or post-award termination.

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 COM warrant an extended leave of absence, such as extended jury duty or extended military service.

3.7.3.2 SUBSTITUTION POST 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(s) 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(s) 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.

3.7.4 PREMISES AND OPERATIONAL SECURITY

- A) A Background Investigation, including a State and national criminal history records check from the Criminal Justice Information System Central Repository of the Department of Public Safety and Correctional Services ("Central Repository"), a civil history records check, and a review of FBI

fingerprint results, shall be completed for any TO Contractor Personnel providing services under the TO Contract.

- B) A Background Investigation for each TO Contractor Personnel shall be completed prior to each TO Contractor Personnel providing any services or commencing any work under the TO Contract.
- C) The TO Contractor shall obtain from each individual required to obtain a Background Investigation a statement permitting a Background Investigation (Attachment 17 Authorization of Release of Information) and submission of two (2) complete sets of the individual's legible fingerprints taken in a format approved by the Director of the Central Repository and the Director of the FBI.
- D) The Agency will obtain a Background Investigation for each individual using a source of its choosing. The TO Contractor shall be responsible for all costs associated with obtaining the fingerprint check (currently \$32.00 per submission). The COM reserves the right to perform additional Background Investigations on TO Contractor Personnel.
- E) The TO Contractor may not assign TO Contractor Personnel with a criminal record unless prior written approval is obtained from the TO Manager. The COM reserves the right to disqualify any TO Contractor employees or subcontractors whose Background Investigations suggest conduct, involvements, and/or associations that COM determines, in its sole discretion, may be inconsistent with the performance and/or security requirements set forth in this TORFP.
- F) TO Contractor Personnel may be subject to random security checks during entry and exit of State secured areas. Any TO Contractor Personnel who enters the premises of a facility under the jurisdiction of the Agency within the scope of this TO may be searched. The COM reserves the right to require TO Contractor Personnel to be accompanied while on secured premises.
- G) At all times at any facility, the TO Contractor Personnel shall cooperate with State site requirements that include but are not limited to being prepared to be escorted at all times, providing information for badge issuance, and wearing the badge in a visual location at all times. The TO Contractor shall be responsible for any costs associated with obtaining the ID Card (currently \$15.00 per original card).
- H) TO Contractor Personnel shall, while on State premises, display their State issued identification cards without exception. Upon request of authorized State personnel, each such Contractor Personnel shall provide additional photo identification.
- I) TO Contractor Personnel shall follow the COM Computer Guidelines and Electronic Communications Policy, State of Maryland IT Security Policy and Standards, IRS Publication 1075 requirements throughout the term of the TO Agreement.
- J) The COM reserves the right to request that the TO Contractor submit proof of employment authorization for non-United States citizens, prior to commencement of TO Contractor Personnel work under the Task Order.
- K) TO Contractor shall remove any TO Contractor Personnel from working on the resulting TO Agreement where the COM determines that said TO Contractor Personnel has not adhered to the security requirements specified herein.
- L) 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 agency that controls the facility to which access by the TO Contractor Personnel will be necessary. The failure of any of the TO Contractor Personnel to comply with any provision of the TO Agreement that results from award of this

solicitation is sufficient grounds for the State to immediately terminate that TO Agreement for default.

- M) The cost of complying with all security requirements specified herein, including the fingerprint check (see 3.7.4 (D)) and obtaining a State ID card (see 3.7.4 (G)) 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.

3.7.5 WORK SPACE, WORKSTATIONS, AND NETWORK CONNECTIVITY

The COM will provide all necessary office space, office furniture, local and long distance on-site telephone service (not cell phones), network connectivity, and a virtual desktop environment that includes Microsoft productivity software to complete the requirements of this Task Order.

3.8 DELIVERABLES

3.8.1 DELIVERABLE SUBMISSION

For every deliverable, the TO Contractor shall request that the TO Manager confirm receipt of that deliverable by sending an e-mail identifying the deliverable name and date of receipt.

For every deliverable the TO Contractor shall submit by e-mail an Agency Deliverable Product Acceptance Form (DPAF), provided as Attachment 8, to the TO Manager in MS Word (2010 or greater).

Unless specified otherwise, written deliverables shall be compatible with Microsoft Office, Microsoft Project and/or Microsoft Visio versions 2010 or later. At the TO Manager's discretion, the TO Manager may request one hard copy of a written deliverable.

A standard deliverable review cycle will be elaborated and agreed-upon between the COM and the TO Contractor. This review process is entered into when the TO Contractor completes a deliverable.

For any written deliverable, the TO Manager may request a draft version of the deliverable. Drafts of each final deliverable, except status reports, 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 specified). Draft versions of a deliverable shall comply with the minimum deliverable quality criteria listed in Section 3.8.3.

3.8.2 DELIVERABLE ACCEPTANCE

A final deliverable shall satisfy the scope and requirements of this TORFP for that deliverable, including the quality and acceptance criteria for a final deliverable as defined in the DED for that deliverable.

The TO Manager shall 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.

The TO Manager will issue to the TO Contractor a notice of acceptance or rejection of the deliverable in the DPAF (Attachment 8). 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 3.10 Invoicing.

In the event of rejection of a deliverable, 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.

At the TO Manager's discretion, subsequent project tasks may not continue 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.

3.8.3 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.

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.

3.8.4 DELIVERABLE DESCRIPTIONS

The deliverables in the table below are included in the scope of the Offeror's services. In addition to the deliverables listed in the table below, the TO Contractor acknowledges that all deliverables established in the Deliverables Inventory after award (see Section 3.6.3.3) are included in the scope of the Offeror's services. The TO Contractor may suggest other subtasks, artifacts, or deliverables to improve the quality and success of the assigned tasks.

ID#	Deliverable Name	Description	Timing
DID-001	Kick-off Meeting	Initial meeting between TO Contractor Key Personnel and the COM ITS Project Management Team to review the timeline, responsibilities,	NTP + 5 business days

		requirements, and deliverables. At the kickoff meeting, the COM will review and hand off to the TO Contractor all Compass project Planning Phase SDLC Documents and draft RFP documents. The TO Contractor will recommend the SDLC methodology to be followed in providing the services detailed in Section 3 Scope of Work. The TO Contractor shall review the draft Transition-in Plan and Proposed Staffing Management Plan with COM Project Management.	
DID-002	Transition-in Plan	The Transition-in Plan shall address: <ul style="list-style-type: none"> a. The TO Contractor's proposed SDLC methodology; b. Communication between the TO Contractor, the COM, and DoIT; c. Attaining working knowledge of the COM's general business practices and operations and project documentation provided by the COM; and d. All activities to be completed during the transition-in period. 	NTP + 10 Business Days
DID-003	Staffing Management Plan	The Staffing Management Plan details the project's human resources requirements and how those requirements will be fulfilled. The Staffing Management Plan includes several sections: <ul style="list-style-type: none"> a. Project Roles and Responsibilities – summarizes the responsibilities for each role required to conduct the project work b. Project Staffing Estimates – identifies estimated staffing requirements c. Acquisition Strategy – describes when, how, and from what sources staffing will be acquired d. Training Plan – identifies skills gaps and details specific training requirements for each Project Team member e. Organizational Chart – displays project reporting relationships 	NTP + 30 days with updates as agreed in the Staffing Management Plan DED
DID-004	Transition-in Status Meetings	At Transition-in Status Meetings the TO Contractor shall provide the status of Transition-in Plan Activities. Regular weekly Status Meetings will continue until all Transition-in activities completed to the satisfaction of the TO Manager.	NTP + 10 Business Days and once per week until Transition-in period is completed (estimated at NTP + 30 days).

DID-005	Deliverables Inventory	The Deliverables Inventory will identify each deliverable, and include a description, the due date for each DED, the schedule for the deliverable, the deliverable owner, and the status for each work product. The Deliverables Inventory will be continually evaluated and updated throughout the project.	NTP + 30 days with updates as agreed in the Deliverables Inventory DED
DID-006	Deliverable Expectations Documents (DED)	Each DED describes the content, schedule, acceptance criteria, and intent for each TO Contractor work product.	Within five (5) days of a deliverable being added to the Deliverables Inventory and on demand
DID-007	Project Management Services	Timely delivery of project services described in Section 3 Statement of Work, as determined by the agreed upon SDLC methodology, to ensure a successful implementation of the ITS.	Continuously throughout the period of performance
DID-008	Business Process Documentation	For processes within the scope of Compass, business process documentation includes business process diagrams, business rules, and any other supporting documents necessary to describe the current state.	According to approved Project Schedule
DID-009	ITS RFP Gap Analysis	Gap analysis during the drafting of the ITS RFP shall: <ul style="list-style-type: none"> - Compare the current state of COM business processes and the requirements listed in the ITS RFP during the requirements review and validation process; - Record the results of the gap analysis; - Identify any gaps and inaccuracies; and - Provide recommended changes to the ITS RFP requirements and deliverables. 	NTP + 60 days with updates on demand through publication of ITS RFP.
DID-010	Compass ITS Solution RFP - Draft for DoIT review	Draft RFP for the Compass ITS Solution for submission to DoIT in MS Word, and supporting attachments/exhibits in mutually agreed upon formats. The Draft RFP must include requirements that are accurate, complete, and easily understandable to potential bidders.	NTP + 90 days with periodic updates in response to review feedback through publication of ITS RFP.
DID-011	Compass ITS Solution RFP - Final	Finalized version of the RFP for the Compass ITS Solution, including all supporting attachments and exhibits that is ready for publication. The finalized version will incorporate feedback from multiple reviewers involving the COM and the DoIT.	Final review cycle + 5 Business Days

DID-012	TO Agreement Work Breakdown Structure (WBS) or equivalent	MS Word or Excel document (or other mutually agreed upon document format) that shows project milestones or phases and major project tasks arranged into manageable units of work. Work units should have measurable, testable, or observable outputs suitable for tracking project progress. The WBS shall comply with the agreed upon SDLC methodology. This document shall be updated as the project progresses as work packages are completed and additional work packages are defined.	NTP + 30 days with updates as agreed in the WBS DED
DID-013	TO Agreement Project or Work Schedule	A Gantt or similar chart containing known tasks and time frames for completing the responsibilities, requirements, and deliverables in Section 3 - Scope of Work. The project schedule shall be resource loaded, showing responsibilities for both the Agency and TO Contractor	NTP + 30 days with updates as agreed by the COM
DID-014	SDLC Documents	The TO Contractor shall produce (if not handed off from the COM) and maintain the SDLC documents necessary to support the Compass project SDLC methodology. Documents may include: Project Management Plan, Risk Management Plan, Change Management Plan, Communication Management Plan, Stakeholder Management Plan, Functional Requirements Document, and Test Master Plan. All SDLC documentation shall be updated as the project progresses, but not less frequently than each calendar quarter.	Initial delivery in NTP + 30 days with updates as agreed by the COM in Deliverables Inventory, DED, and Project Schedule
DID-015	Requirements Implementation Analysis	Requirements Implementation Analysis during the implementation of the ITS shall: <ul style="list-style-type: none"> - Compare the ITS RFP requirements and deliverables with the implementation of the ITS; - Record the results of the analysis; - Identify any gaps and inaccuracies; and - Report findings to the COM ITS Project Team. 	TBD after ITS Implementation Contract award
DID-016	Status Reports	Status reports will be prepared and submitted to the COM prior to presenting them at each status meeting. At a minimum, status reports will capture and track: <ul style="list-style-type: none"> - Ongoing project activities and status; - Activities completed in the current reporting period; - Activities planned for the upcoming reporting period; - The completion status of project deliverables; - Issues and risks with corresponding resolution efforts and mitigation strategies; and 	NTP + 10 days with updates as required by the Communications Management Plan

		- Opportunities for increased organizational efficiencies.	
DID-017	Meetings and Meeting Minutes	Attendance by appropriate TO Contractor personnel at all planned meetings as described in the Communications Management Plan. When meeting minutes are required they will record, at a minimum, attendance, action items and points of discussion.	As agreed in the Communications Management Plan.
DID-018	Stakeholder Communications	Stakeholder communications such as newsletters, emails, briefings, and other similar content to inform Compass ITS stakeholders about Compass progress and activities.	As agreed in the Communication Management Plan and the CCM Communication Plan
DID-019	IV&V Services Procurement	Procurement for independent verification and validation services for the Compass ITS Solution in conformity with DoIT guidelines and templates including: - RFP or similar procurement document including all supporting attachments and exhibits;- Incorporating feedback from multiple reviewers including the COM and the DoIT;- Evaluation criteria; - Offeror interview questions; - Management of the evaluation process through IV&V TO Contract award.	NTP + 210 days
DID-020	Transition-out Plan	The Transition-out Plan describes the transition of the powers, duties, and functions of tasks and tools to the COM or another vendor. The Transition-out Plan shall address how the TO Contractor will satisfy the Transition-out requirements of Section 3.6. 2, including: (a) Any concerns/issues related to the closeout of the Task Order; (b) Communications and reporting process between the TO Contractor and the TO Manager pertaining to the transition out; (c) Identification of any final training/orientation of COM staff or staff of another agent of the COM; (d) Knowledge transfer including lessons learned and disposition of all project documentation maintained by the TO Contractor for the Compass project; (e) Plans to complete tasks and any unfinished work items; and (f) Documenting any outstanding risk factors and suggested solutions.	Within 30 days of being notified by the TO Manager of a TO Agreement end date.

DID-021	System Integration Services	Timely delivery of system integration services described in Section 3 Statement of Work, as determined by the agreed upon SDLC methodology, to ensure a smooth transition of affected processes and data during Compass.	Continuously throughout the period of performance.
DID-022	System Integration Approach Document	The System Integration Approach Document outlines the strategies for designing, planning, and overseeing the COM's system integration development and testing efforts for data clean up, data conversion, temporary interfaces, and system retirement.	NTP + 30 days with updates as agreed in the System Integration Approach DED
DID-023	System Integration Policies and Procedures	The System Integration Policies and Procedures documents will establish overall governance for the system integration activities.	NTP + 45 days
DID-024	System Integration Plan	The System Integration Plan will provide details for the COM integration efforts for data clean up, data conversion, temporary interfaces, and system retirement and shall include an inventory and schedule of all system integration activities.	NTP + 60 days with updates as agreed in the System Integration Plan DED
DID-025	System Integration Test Plans	The System Integration Test Plans shall detail the testing efforts required for all system integration activities including: <ul style="list-style-type: none"> - Identifying testing environment and tools to be used; - Test data preparation and management; - Test scripts for system, unit, and user acceptance testing; - Acceptance criteria; - Responsible parties; and - Results tracking. 	NTP + 90 days with updates as agreed in the System Integration Test Plan DED
DID-026	System Integration Deployment Plans	The System Integration Deployment Plans shall detail the deployment efforts required for COM system integration activities including: <ul style="list-style-type: none"> - Approved implementation schedule; - Deployment communications plan; - Backup and rollback procedures; - Contingency plans (or work-around(s) when recovery is not an option). 	NTP + 90 days with updates as agreed in the System Integration Deployment Plan DED
DID-027	System Integration Training and Knowledge Transfer	Timely delivery of System Integration: <ul style="list-style-type: none"> - Knowledge Transfer Plans; - Training Plans (including types of training, hours of training for each user type, training syllabi and curriculum outlines); - Training materials (e.g., presentations, handouts, and user guides); - Training to designated COM personnel; and - Knowledge transfer to designated COM personnel. 	Continuously throughout the period of performance

DID-028	System Integration Architectural Documentation	Architectural Documentation shall detail the portions of the COM systems and processes that will integrate with or possibly affect the ITS.	NTP + 120 days with updates as agreed in the System Integration Architectural Documentation DED
DID-029	Cultural Change Management Services	Delivery of CCM services described in Section 3 Statement of Work, timed to align with the implementation of the ITS, to ensure a positive transition experience for stakeholders.	Continuously throughout the period of performance
DID-030	Cultural Change Management (CCM) Plan	<p>The CCM Plan describes the objectives, schedule, activities, and audiences for creating and delivering cultural management to stakeholders. This plan shall be updated within 120 days after the ITS implementation contract is awarded to incorporate the effects of the ITS and its implementation on both COM personnel and external stakeholders.</p> <p>At a minimum, the plan shall address:</p> <ul style="list-style-type: none"> - Communicating Compass objectives to COM personnel and external stakeholders; - A baseline readiness assessment; - Transition monitoring; - Procedures for performing regular audits of stakeholders' progress towards CCM objectives, analyzing the results, and determining corrective actions as necessary; - Strategies for potential reorganization as the result of the ITS implementation; 	NTP + 120 days with updates as agreed in the Cultural Change Management DED
DID-031	Cultural Change Management (CCM) Communications Plan	The CCM Communications Plan defines the processes required to ensure timely and appropriate generation, collection, distribution, storage, retrieval, and disposition of CCM information to stakeholders.	NTP + 90 days with updates on demand
DID-032	Cultural Change Management Training and Knowledge Transfer	<p>Timely delivery of CCM:</p> <ul style="list-style-type: none"> - Knowledge Transfer Plans; - Training Plans (including types of training, hours of training for each user type, training syllabi and curriculum outlines); - Training materials (e.g., presentations, handouts, and user guides); - Knowledge transfer to designated COM personnel; and - Outreach, training and education. 	Initial delivery and updates as agreed by Agency in Deliverables Inventory, DED, and project schedule

3.9 WORK ORDER PROCESS

- A) Additional services and resources will be provided via a Work Order process. A Work Order may be issued for either Fixed Price or time and materials (T&M) pricing. T&M Work Orders will be issued in accordance with pre-approved Labor Categories with the Fully Loaded rates proposed in Attachment 1.
- B) The TO Manager shall e-mail a Work Order Request (See Attachment 16) 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
- 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 Attachment 16;
 - 3) A description of proposed resources required to perform the requested tasks, with CATS+ labor categories listed in accordance with Attachment 1;
 - 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; and
 - 6) The proposed personnel resources, including any subcontractor personnel, to complete the task.
- 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 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 approved by the TO Manager. The TO Contractor shall furnish resumes of proposed personnel specifying the labor category from the CATS+ Labor Categories proposed in the TO Proposal. The TO Manager shall 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 such Work Order.

3.10 INVOICING

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS+ Master Contract.

Proper invoices for payment shall be submitted to the TO Manager for payment approval as described below. Invoices shall be submitted monthly.

3.10.1 INVOICE SUBMISSION PROCEDURE

- A) Proper invoices for payment shall contain the TO Contractor's Federal Tax Identification Number, "Comptroller of Maryland" as the recipient, date of invoice, TO Agreement number, invoiced item description, invoiced item number (e.g., "2.7.4.1."), period of performance covered by the invoice, a total invoice amount, and a TO Contractor point of contact with telephone number.
- B) All invoices submitted for payment shall be accompanied by signed notice(s) of acceptance as described below. Payment of invoices will be withheld if the appropriate signed acceptance form documentation is not submitted.
 - 1) To be considered a proper T&M invoice (for Task Order requirements and for T&M Work Orders issued under this Task Order) the TO Contractor shall include with the signed invoice a signed DPAF for each deliverable being invoiced or signed timesheet as described in 3.10.3. Include for each person covered by the invoice the following, individually listed per person: name, hours worked, hourly labor rate, invoice amount and a copy of each person's timesheet for the period signed by the TO Manager.
 - 2) To be considered a proper Fixed Price invoice (for Task Order requirements and for Fixed Price Work Orders issued under this Task Order) the TO Contractor shall include with the signed invoice a signed DPAF (Attachment 8) for each deliverable invoiced. Payment will only be made upon completion and acceptance of the deliverables as defined in Section 3.8.
- C) The TO Contractor shall e-mail the original of each invoice and signed notice(s) of acceptance to the TO Requesting Agency at e-mail address: itinvoices@comp.state.md.us, with a copy to the TO Manager.
- D) Invoices for final payment shall be clearly marked as "FINAL" and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

3.10.2 For the purposes of this Task Order an amount will not be deemed due and payable if:

- A) The amount invoiced is inconsistent with the Task Order Agreement.
- B) The proper invoice has not been received by the party or office specified in the Task Order Agreement.
- C) The invoice or performance under the contract is in dispute or the TO Contractor has failed to otherwise comply with the provisions of the Task Order Agreement
- D) The item or services have not been accepted.
- E) The quantity of items delivered is less than the quantity ordered.

- F) The items or services do not meet the quality requirements of the Task Order.
- G) If the Contract provides for progress payments, the proper invoice for the progress payment has not been submitted pursuant to the schedule contained in the agreement .
- H) If the Contract provides for withholding a retainage and the invoice is for the retainage, all stipulated conditions for release of the retainage have not been met.
- I) The Contractor has not submitted satisfactory documentation or other evidence reasonably required by the TO Procurement Officer or by the contract concerning performance under the Task Order Agreement and compliance with its provisions.

3.10.3 TIME SHEET SUBMISSION AND ACCEPTANCE

Time sheets shall be submitted to the TO Manager prior to invoicing. The TO Manager shall sign the timesheet to indicate authorization to invoice.

Within three (3) business days after the 15th and last day of the month, the TO Contractor shall submit a semi-monthly timesheet for the preceding half month providing data for all resources provided under the TO.

At a minimum, each semi-monthly timesheet shall show:

- A) Title: "Time Sheet for Project Management Services"
- B) Issuing company name, address, and telephone number
- C) For each employee /resource:
 - a) Employee / resource name
 - b) For each Period ending date, e.g., "Period Ending: mm/dd/yyyy" (Periods run 1st through 15th and 16th through last day of the month.
 - (1) Tasks completed that week and the associated deliverable names and ID#s
 - (2) Number of hours worked each day
 - (3) Total number of hours worked that Period
 - (4) Weekly variance above or below 40 hours
 - (5) Annual number of hours planned under the TO
 - (6) Annual number of hours worked to date
 - (7) Balance of hours remaining
 - (8) Annual variance to date (Sum of periodic variances)
- D) Signature and date lines for the TO Manager

3.11 RETAINAGE

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

3.12 SOC 2 TYPE II AUDIT

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

3.13 INSURANCE

Offeror shall confirm that, as of the date of its TO Proposal, the insurance policies incorporated into its Master Contract are still current and effective at the required levels.

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.

3.13.1 CYBER SECURITY / DATA BREACH INSURANCE

If the services furnished by the TO Contractor involve accessing Sensitive Data the Contractor shall maintain Cyber Security / Data Breach Insurance in the amount of ten million dollars (\$10,000,000) per occurrence for Security Incidents attributable to acts or omissions of the TO Contractor or TO Contractor personnel. The coverage must be valid at all locations where work is performed or data or other information concerning the State's claimants and/or employers is processed or stored.

The Cyber Security / Data Breach Insurance policy must include the following types of coverage:

- a. Liability for security or privacy breaches including loss of confidential information due to unauthorized access to computer systems.
- b. Recovery of costs associated with a privacy breach, such as notification to affected parties, taxpayer support, and costs of providing credit monitoring services to affected parties.
- c. Recovery of costs associated with restoring, updating or replacing State assets stored electronically.
- d. Liability associated with libel, slander, copyright infringement, or reputational damage to others, and the cost of legal services associated with claims arising from a cyber-security incident and/or data breach.
- e. Expenses related to cyber extortion or cyber terrorism.

3.14 SECURITY REQUIREMENTS

3.14.1 Information Technology

3.14.1.1 Adherence to Security

3.14.1.1.1 State Guidelines - The TO Contractor and TO Contractor Personnel shall comply with and adhere to the State IT Security Policy and Standards. These policies may be revised from time to time and the Contractor shall comply with all such revisions. Updated and revised versions of the State IT Policy and Standards are available online at: <http://doit.maryland.gov/support/Pages/SecurityPolicies.aspx>.

3.14.1.1.2 COM Guidelines – The TO Contractor and TO Contractor Personnel shall comply with and adhere to the COM Computer Guidelines, COM Electronic Communication Policy, and other applicable COM policies and procedures related to security of information technology, property, and access.

3.14.1.1.3 IRS Guidelines – The TO Contractor and TO Contractor Personnel shall comply with and adhere to all requirements of IRS Publication 1075 when using or accessing Federal Tax Information (FTI) and when designing, developing, or operating systems that access or process FTI.

3.14.1.2 The Contractor and Contractor Personnel shall not connect any of its own equipment to a State LAN/WAN without prior written approval by the State. The Contractor shall complete any

necessary paperwork as directed and coordinated with the Contract Manager to obtain approval by the State to connect Contractor-owned equipment to a State LAN/WAN.

3.14.1.3 Ensure Sensitive Data is not processed, transferred, or stored outside of the United States.

3.14.1.4 Ensure TO Contractor's Personnel shall not connect any of its own equipment to a State LAN/WAN without prior written approval by the State, which may be revoked at any time for any reason. The TO Contractor shall complete any necessary paperwork as directed and coordinated with the TO Manager to obtain approval by the State to connect TO Contractor-owned equipment to a State LAN/WAN.

3.15 RIGHT TO AUDIT

- A. The State reserves the right, at its sole discretion and at any time, to perform an audit of the TO Contractor's and/or Subcontractors' performance under the TO Agreement resulting from this TORFP. An audit is defined as a planned and documented independent activity performed by qualified personnel, including but not limited to State and federal auditors, to determine by investigation, examination, or evaluation of objective evidence from data, statements, records, operations and performance practices (financial or otherwise) the TO Contractor's compliance with the agreement, including but not limited to the adequacy and compliance with established procedures and internal controls over the services being performed for the State.
- B. Upon three (3) business days' notice, the TO Contractor and/or Subcontractors shall provide the State reasonable access to their records during normal business hours to verify conformance to the terms of the TO Agreement. The Agency shall be permitted to conduct these audits with any or all of its own internal resources or by securing the services of a third party accounting/audit firm, solely at the Agency's election. The Agency shall have the right to copy, at its own expense, any record related to the services performed pursuant to this agreement.
- C. TO Contractor and/or Subcontractors shall cooperate with Agency or Agency's designated auditor and shall provide the necessary assistance for Agency or Agency's designated auditor to conduct the audit.

The right to audit shall include subcontractors in which goods or services are subcontracted by TO Contractor and/or Subcontractors and that provide essential support to the services provided to Agency. TO Contractor and/or Subcontractors shall insure Agency has the right to audit with subcontractor(s).

3.16 SECURITY INCIDENT RESPONSE

The TO Contractor and TO Contractor Personnel shall comply with and adhere to the COM's Data Incident Response Policy and Procedures.

3.17 CONFIDENTIALITY OF IRS AND STATE TAX INFORMATION

- A. In performance of this TO Agreement, the TO Contractor agrees to comply with and assume responsibility for compliance by Contractor Personnel with the following requirements:
 - 1. All work will be performed under the supervision of the TO Contractor or the TO Contractor Personnel.

2. Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this TO Agreement. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this TO Agreement. Disclosure to anyone other than an officer or employee of the TO Contractor will be prohibited.
3. All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
4. The TO Contractor certifies that the data processed during the performance of this TO Agreement will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the TO Contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the TO Contractor certifies that any IRS or State data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
5. Any spoilage of any intermediate hard copy printout that may result during the processing of IRS or State data will be given to the Comptroller of Maryland or his or her designee. When this is not possible, the TO Contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the Comptroller of Maryland or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
6. All computer systems processing, storing, or transmitting Federal or State tax information must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal or State tax information.
7. No work involving Federal or State tax information furnished under this TO Agreement will be subcontracted without prior written approval of the State.
8. The TO Contractor will maintain a list of employees authorized access. Such list will be provided to the COM and, upon request, to the IRS reviewing office.
9. The State will have the right to void the TO Agreement if the TO Contractor fails to provide the safeguards described above.

B. Criminal/Civil Sanctions:

1. Each officer or employee or any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CRS301.6103(n)-1. State penalties may also be prescribed.

2. Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this TO Agreement. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the TO Agreement. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee (United States for Federal employees) in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431.
3. Additionally, it is incumbent upon the TO Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C.552a Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

C. Inspection:

The IRS and the State shall have the right to send its officers and employees into the offices and plants of the TO Contractor for inspection of the facilities and operations provided for the performance of any work under this TO Agreement. On the basis of such inspection, specific measures may be required in cases where the TO Contractor is found to be noncompliant with TO Agreement safeguards.

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SECTION 4 - TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

4.1 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 proposal; or 2) a completed Master Contractor Feedback Form. 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.

4.2 SUBMISSION

4.2.1 E-MAIL SUBMISSION

The TO Technical Proposal shall be submitted in one or more separate e-mails from the TO Financial Proposal.

The COM can only accept e-mails that are less than or equal to 5 MB. If a submission exceeds this size, split the submission into two or more parts and include the appropriate part number in the subject (e.g., part 1 of 2) after the subject line information above.

The TO Technical Proposal shall be contained in one or more unencrypted e-mails, with two attachments. This e-mail shall include:

- A. Subject line "CATS+ TORFP # E00B6400091 Technical" plus the Master Contractor Name
- B. One attachment labeled "TORFP E00B6400091 Technical - Attachments" containing all Technical Proposal Attachments (see Section 4.3 below), signed and in PDF format.
- C. One attachment labeled "TORFP E00B6400091 Technical – Proposal" in Microsoft Word format (2010 or later).

The TO Financial Proposal shall be contained in one e-mail containing as attachments all submission documents detailed in section 4.4.2, with password protection.

The COM will contact Offerors for the password to open TO Financial Proposal files. Each file shall be encrypted with the same password. The TO Procurement Officer will only contact those Offerors with TO Proposals that are reasonably susceptible for award. Offerors that are unable to provide a password that opens the TO Financial Proposal documents will be deemed not susceptible for award. Subsequent submissions of financial content will not be allowed. This e-mail shall include:

- A. Subject line "CATS+ TORFP # E00B6400091 Financial" plus the Master Contractor Name
- B. One attachment labeled "TORFP E00B6400091 Financial" containing the TO Financial Proposal contents, signed and in MS Word 2010 or later or Adobe PDF format.

4.2.2 PAPER SUBMISSION

The Agency strongly desires TO Proposal submissions in e-mail format. An Offeror wishing to deliver a hard copy (paper) TO Proposal shall contact the TO Procurement Officer for instructions.

4.3 SUMMARY OF 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 PDF format (for e-mail delivery). For paper submissions, submit two (2) copies of each with original signatures and five (5) copies of the originals.

- A. Attachment 2 - MBE forms 1A
- B. Attachment 4 – Conflict of Interest Affidavit and Disclosure
- C. Attachment 5A and 5B- Attachment 5A Minimum Qualifications Summary and Attachment 5B Personnel Resume Form
- D. Attachment 12 – Living Wage Affidavit of Agreement
- E. Attachment 13 - Mercury Affidavit
- F. Attachment 14 – Veteran-Owned Small Business Enterprise Utilization Affidavit
- G. Attachment 15 - Certification Regarding Investments in Iran

The following attachments shall be included with the TO Financial Proposal with password protection:

- A. Attachment 1 Price Sheet – Signed PDF and completed Excel Price Sheet

4.4 PROPOSAL FORMAT

A TO Proposal shall contain the following sections in order:

4.4.1 TO TECHNICAL PROPOSAL

Important: A TO Technical Proposal shall include NO pricing information.

A) Proposed Services

- 1) Executive Summary: A one-page summary describing the Offeror’s understanding of the TORFP scope of work (Section 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, responsibilities, and deliverables outlined in Section 3. The proposed solution shall include: a description of the tools recommended to support the services furnished under this TO and how they would be used; plans for engaging end users; plans for capturing and applying lessons learned; and strategy for making resources available within schedule and budget constraints.
- 3) SDLC Methodology: Offeror shall describe, as it relates to each type of service requested under this TORFP, their recommended SDLC approach for meeting the Agency’s needs. The description must include a method for planning and sizing the work to be performed under this TORFP. Additionally, the description must include an explanation of how the following will function in conjunction with the Offeror’s proposed methodology: project management (including quality control), communication and collaboration with the Agency, documentation, and reporting. Offerors may propose different methodologies for each of the three primary categories of work listed

in 3.1.

- 4) Draft Work Breakdown Structure (WBS) or equivalent: A matrix or table that shows a breakdown of the known tasks required to complete the requirements and deliverables in Section 3 - Scope of Work. The WBS should reflect the chronology of tasks without assigning specific time frames or start / completion dates. The WBS may include tasks to be performed by the COM or third parties, for example, independent quality assurance tasks. If the WBS appears as a deliverable in Section 3 – Scope of Work, the deliverable version will be a final version. Any subsequent versions shall be approved through a formal configuration or change management process.
- 5) Draft Project or Work Schedule: A Gantt or similar chart containing known tasks and estimated time frames for completing the responsibilities, requirements, and deliverables in Section 3 - Scope of Work. The final schedule should come later as a deliverable under the TO after the TO Contractor has had an opportunity to develop realistic estimates. The Project or Work Schedule may include tasks to be performed by the COM or third parties.
- 6) Assumptions: A description of any assumptions formed by the Offeror in developing the TO Technical Proposal.
- 7) Tools the Master Contractor owns and proposes for use to meet any requirements in Section 3.

B) Compliance with Offeror’s Company Minimum Qualifications

Offerors will complete the following table to demonstrate compliance with the Offeror’s Company Minimum Requirements in Section 2.1.1. For all requirements requiring references, the COM reserves the right to request additional references or utilize references not provided by an Offeror. Points of contact must be accessible and knowledgeable regarding Offeror performance.

Reference	Offeror Company Minimum Requirement	Evidence of Compliance
2.1.1.A	At least five (5) years of experience within the last ten (10) years as a contractor providing IT management consulting and/or project management services for at least three (3) IT projects each with multi-phased implementations and a cost in excess of \$10M. Engagements shall clearly outline starting and ending dates for each applicable project.	Provide three (3) examples of completed or current IT projects for which you have provided IT management consulting services, each of which had multi-phased implementations and a cost in excess of \$10M. Each of the three (3) examples must include a reference complete with the following: <ol style="list-style-type: none"> i. Name of organization. ii. Name, title, and telephone number of point-of-contact for the reference. iii. Type and duration of contract supporting the reference. iv. The services provided, scope of the contract, and performance objectives

		<p>satisfied as they relate to this minimum requirement.</p> <p>v. Whether the Master Contractor is still providing these services and, if not, an explanation of why it is no longer providing the services to the client organization.</p>
2.1.1.B	<p>At least five (5) years of experience as a contractor on one (1) or more contracts providing technical architecture, strategy, and integration for multiple inter-related applications. Engagements shall clearly outline starting and ending dates for each applicable project.</p>	<p>Provide example(s) of projects that demonstrate a minimum of five (5) years of experience as a master contractor on one or more contracts providing technical architecture, strategy, and integration for multiple inter-related applications. Each example must include a reference complete with the following:</p> <p>i. Name of organization.</p> <p>ii. Name, title, and telephone number of point-of-contact for the reference.</p> <p>iii. Type and duration of contract supporting the reference.</p> <p>iv. The services provided, scope of the contract, and performance objectives satisfied as they relate to this minimum requirement.</p> <p>v. Whether the Master Contractor is still providing these services and, if not, an explanation of why it is no longer providing the services to the client organization.</p>
2.1.1.C	<p>At least one individual proposed shall have at least five (5) years of experience performing the following tasks in at least one (1) IT project:</p> <p>a. Creating and updating SDLC documentation; and</p> <p>b. Managing the collection, documentation, and revisions of functional and technical requirements throughout the project lifecycle.</p> <p>A subcontractor may be proposed to meet this requirement.</p>	<p>Provide example(s) of projects that demonstrate the individual proposed has at least five (5) years of experience performing the following tasks in at least one (1) IT project:</p> <p>a. Creating and updating SDLC documentation; and</p> <p>b. Managing the collection, documentation, and revisions of functional and technical requirements throughout the project lifecycle.</p> <p>Each example must include a reference complete with the following:</p> <p>i. Name of organization.</p> <p>ii. Name, title, and telephone number of point-of-contact for the reference.</p> <p>iii. Type and duration of contract</p>

		<p>supporting the reference.</p> <p>iv. The services provided, scope of the contract, and performance objectives satisfied as they relate to this minimum requirement.</p> <p>v. Whether the Master Contractor is still providing these services and, if not, an explanation of why it is no longer providing the services to the client organization.</p>
2.1.1.D	<p>At least one individual proposed shall have leadership experience participating in the evaluation and award of two (2) or more procurement proposals within the last eight (8) years with at least one of a size greater than \$15M. A subcontractor may be used to meet this requirement.</p>	<p>Provide example(s) of projects that demonstrate the proposed individual's leadership experience participating in the evaluation and award of two (2) or more procurement proposals within the last eight (8) years with at least one of a size greater than \$15M.</p> <p>Each example must include a reference complete with the following:</p> <p>i. Name of organization.</p> <p>ii. Name, title, and telephone number of point-of-contact for the reference.</p> <p>iii. Type and duration of contract supporting the reference.</p> <p>iv. The services provided, scope of the contract, and performance objectives satisfied as they relate to this minimum requirement.</p> <p>v. Whether the Master Contractor is still providing these services and, if not, an explanation of why it is no longer providing the services to the client organization.</p>
2.1.1.E	<p>The TO Contractor's proposed Project Manager shall hold a current Project Management Professional (PMP) certification from the Project Management Institute. A subcontractor may be used to meet this requirement.</p>	<p>Documentation of proposed Project Manager's Project Management Professional (PMP) certification.</p>

C) Proposed Personnel and TORFP Staffing Management Plan

Offeror shall propose exactly four (4) Key Personnel in response to this TORFP. All other planned positions shall be described generally in the Proposed Staffing Management Plan,

and may not be used as evidence of fulfilling company or personnel minimum qualifications.

- 1) Complete and provide for each proposed Key Personnel Attachment 5A Minimum Qualifications Summary and Attachment 5B Personnel Resume Form.
 - 2) Provide evidence proposed Key Personnel possess the required certifications in accordance with Section 2.1.2 Offeror's Personnel Minimum Qualifications.
 - 3) Provide documentation of the minimum educational requirements for each of the Key Personnel as described in Section 2.1.2.
 - 4) Provide three (3) references per proposed Key Personnel containing the information listed in Attachment 5B. References must include the following:
 - i. Name of organization.
 - ii. Name, title, and telephone number of point-of-contact for the reference.
 - iii. Type and duration of contract supporting the reference.
 - iv. The services provided, scope of the contract, and performance objectives satisfied as they relate to the minimum and preferred qualifications of key personnel proposed under this TORFP.
 - 5) Provide a Proposed Staffing Management Plan: The Offeror's proposal for staff required to complete the responsibilities, requirements, and deliverables in Section 3 – Scope of Work. Include:
 - a) Planned team composition by role (**Important! Identify specific names and provide history only for the proposed resources required for evaluation of this TORFP**);
 - b) Process and proposed lead time for locating and bringing on board resources that meet TO needs;
 - c) Labor categories with supporting descriptions, number of resources per category, and estimated hours for all labor categories proposed in response to this TORFP;
 - d) An explanation of how the Offeror will provide resources in addition to the personnel requested in this TORFP, and how the TO Contractor Personnel shall be managed; and
 - e) Description of approach for quickly substituting qualified personnel after start of TO.
 - 6) Provide the names and titles of the Offeror's management staff who will supervise the TO Contractor Personnel and ensure the quality of services rendered under this TO Agreement.
- D) MBE, SBE Participation and VSBE Participation
- Submit completed MBE documents 2-1A
- Submit completed VSBE documents Attachment 14 V-1 and V-1
- E) Subcontractors
- Identify all proposed subcontractors, including MBEs, and their roles in the performance of Section 3 - Scope of Work.

F) Overall Offeror team organizational chart

Provide an overall team organizational chart with all team resources available to fulfill the TO scope of work.

G) Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide up to three examples of engagements or contracts the Master Contractor or subcontractor, if applicable, has completed that were similar to Section 3 - 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 Section 3 - 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 (if not already provided in sub paragraph 1 above):

- 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.
- g) Indicate if any renewal options were not exercised.

Note - State of Maryland experience can be included as part of Section 2 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 COM 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) Proposed Facility

For any work the Master Contractor proposes to perform at a location other than the COM offices, identify Master Contractor's facilities, including address, from which such work will be performed.

K) Additional Submissions

- a. Copy of any software licensing agreement for any software proposed to be licensed to the State under this Task Order (e.g., EULA, Enterprise License Agreements)

4.4.2 TO FINANCIAL PROPOSAL

- A) 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 Price Sheet);
- B) Attachment 1– Price Sheet, with all proposed labor categories including all rates Fully Loaded. Master Contractors shall list all key resources by approved CATS+ labor categories in the price proposal.
- C) To be responsive to this TORFP, the Price Sheet (Attachment 1) 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.

Note: Failure to specify a CATS+ labor category in the completed Price Sheet for each proposed resource will make the TO proposal non-responsive to this TORFP.

Prices shall be valid for 120 days.

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SECTION 5 - TASK ORDER AWARD PROCESS

5.1 OVERVIEW

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, the TO Requesting Agency will consider all information submitted in accordance with Section 4.

5.2 TO PROPOSAL EVALUATION CRITERIA

The following are technical criteria for evaluating a TO Proposal in descending order of importance. Failure to meet the minimum qualifications shall render a TO Proposal not reasonably susceptible for award:

- A) The Master Contractor's overall understanding of the TORFP Scope of Work – Section 3. Level of understanding will be determined by the quality and accuracy of the technical proposal in adherence with Section 4.4.
- B) The overall experience, capability and references for the Master Contractor as described in the Master Contractor's TO Technical Proposal.
- C) The capability of the proposed resources to perform the required tasks and produce the required deliverables in the TORFP Scope of Work – Section 3. Capability will be determined from each proposed individual's resume, reference checks, and oral presentation (See Section 1.5 Oral Presentations/Interviews).
- D) The ability for the Master Contractor to meet staffing expectations relative to supplying additional personnel for this TORFP meeting qualifications in Section 2.1 and 2.2.
- E) Demonstration of how the Master Contractor plans to staff the task order at the levels set forth in Section 3.1 and also for potential future resource requests.
- F) The content and reasonableness of any third party software licenses.

5.3 SELECTION PROCEDURES

- A) TO Proposals will be assessed throughout the evaluation process for compliance with the minimum qualifications listed in Section 2 of this TORFP, and quality of responses to Section 4.4.1 TO Technical Proposal.
- B) For all TO Proposals deemed technically qualified, oral presentations and interviews of proposed personnel will be performed, subject to the down select process explained below.

As described in Section 1.5, in the event that the COM receives more than six (6) responsive proposals, the TO Procurement Officer may perform a down select. The TO Procurement Officer will notify the Offeror at time of scheduling initial oral presentations and interviews whether subsequent rounds of oral presentations and interviews are required. When used, the down select procedures to be followed by the TO Procurement Officer are as follows:

- a) An initial oral presentation with interview will be performed for all proposals meeting minimum requirements.

- b) A technical ranking will be performed for all proposals based on the initial oral presentation and interview. Proposals will be ranked from highest to lowest for technical merit based on the quality of the proposals submitted and the oral presentation and interview results.
 - c) The top proposals (not fewer than six (6)) identified by the technical ranking will be notified of additional oral presentations with interviews. All other Offerors will be notified of non-selection for this TORFP.
- C) For TO Proposals deemed technically qualified and not eliminated through the down select process (if used), the associated TO Financial Proposal will be opened. All others will be deemed not reasonably susceptible for award and the TO Procurement Officer will notify the Master Contractor it has not been selected to perform the work.
- D) When in the best interest of the State, the TO Procurement Officer may permit Offerors to revise their initial TO Proposals and submit, in writing, Best and Final Offers (BAFOs). The State may make an award without issuing a request for a BAFO.
- E) Qualified TO Financial Proposal responses will be reviewed and ranked from lowest to highest price proposed.
- F) The most advantageous TO Proposal considering both the technical and financial submissions shall be selected for TO award. In making this selection, technical merit has greater weight.
- G) All Master Contractors submitting a TO Proposal shall receive written notice from the TO Procurement Officer identifying the awardee.

5.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

Commencement of work in response to a TO Agreement shall be initiated only upon:

- a. Issuance of a fully executed TO Agreement. See Attachment 3,
- b. Non-Disclosure Agreement (TO Contractor). See Attachment 10,
- c. Purchase Order,
- d. A Notice to Proceed authorized by the TO Procurement Officer. See Attachment 7 - Notice to Proceed (sample),
- e. Receipt of completed Attachment 17 and satisfactory results of the Background Investigations of Key Personnel, and
- f. Proof of Cyber Security / Data Breach Insurance coverage required in Section 3.13.1.
- g. Receipt of completed Attachment 18 - Confidentiality of IRS and State Tax Information.
- h. Receipt of completed Attachment 19 - Certificate of Confidentiality for TO Contractor Personnel.
- i. Receipt of completed Attachment 20 - Patents, Copyrights, and Intellectual Property Release.

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LIST OF ATTACHMENTS

Attachment Label	Attachment Name	Applicable to this TORFP?	Submit with Proposal?* (Submit, Do Not Submit, N/A)
Attachment 1	Price Sheet	Applicable	Submit with TO Financial Proposal with password protection
Attachment 2	Minority Business Enterprise Participation (Attachments 1A – 5)	Applicable	Submit with TO Technical Proposal
Attachment 3	Task Order Agreement (TO Agreement)	Applicable	Do Not Submit with Proposal
Attachment 4	Conflict of Interest Affidavit and Disclosure	Applicable	Submit with TO Technical Proposal
Attachment 5	Labor Classification Personnel Resume Summary	Applicable	Submit with TO Technical Proposal
Attachment 6	Pre-Proposal Conference Directions	Applicable	Do Not Submit with Proposal
Attachment 7	Notice to Proceed (Sample)	Applicable	Do Not Submit with Proposal
Attachment 8	Agency Deliverable Product Acceptance Form (DPAF)	Applicable	Do Not Submit with Proposal
Attachment 9	Non-Disclosure Agreement (Offeror)	Not Applicable	N/A
Attachment 10	Non-Disclosure Agreement (TO Contractor)	Applicable	Do Not Submit with Proposal
Attachment 11	TO Contractor Self-Reporting Checklist	Applicable	Do Not Submit with Proposal
Attachment 12	Living Wage Affidavit of Agreement	Applicable	Submit with TO Technical Proposal
Attachment 13	Mercury Affidavit	Applicable	Submit with TO Technical Proposal
Attachment 14	Veteran Owned Small Business Enterprise Utilization Affidavit	Applicable	Submit with TO Technical Proposal
Attachment 15	Certification Regarding Investments in Iran	Applicable	Submit with TO Technical Proposal
Attachment 16	Sample Work Order	Applicable	Do Not Submit with Proposal
Attachment 17	Authorization of Release of Information	Applicable	Do Not Submit with Proposal
Attachment 18	Confidentiality of IRS and State Tax Information	Applicable	Do Not Submit with Proposal
Attachment 19	Certificate of Confidentiality for TO Contractor Personnel	Applicable	Do Not Submit with Proposal
Attachment 20	Patents, Copyrights, and Intellectual Property Release	Applicable	Do Not Submit with Proposal

*if not specified in submission instructions, any attachment submitted with response shall be in PDF format and signed

ATTACHMENT 1 PRICE SHEET

PRICE SHEET (TIME AND MATERIALS) FOR CATS+ TORFP # E00B6400091

The total class hours are not to be construed as “guaranteed” hours; the total number of hours is an estimate only for purposes of price sheet evaluation. Work furnished by Optional Roles will be initiated via the Work Order process as described in Section 3.9.

A year for this task order shall be calculated as one calendar year from NTP. **Labor Rate Maximums:** The maximum labor rate that may be proposed for any CATS+ Labor Category shall not exceed the maximum for the CATS+ Master Contract year in effect on the TO Proposal due date.

Offerors must complete the Price Sheet embedded below. On the Price Sheet, please provide the following (highlighted in yellow on the Price Sheet):

- Company name, company tax id #, and date completed;
- The maximum labor rate for each CATS+ Labor Category in the Hourly Labor Rate column for each year; and
- Proposed labor categories where requested.



E00B6400091
Attachment 1 Price Si

Authorized Individual Name

Company Name

Title

Company Tax ID #

Signature

Date

The Hourly Labor Rate is the actual rate the State will pay for services and shall be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate but may be lower. Rates shall be Fully Loaded, all-inclusive, i.e., include all direct and indirect costs and profits for the Master Contractor to perform under the TO Agreement.

ATTACHMENT 2 MINORITY BUSINESS ENTERPRISE FORMS**TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING REQUIREMENTS**

CATS+ TORFP # E00B6400091

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 2-4A (Prime Contractor Paid/Unpaid MBE Invoice Report), 2-4B (MBE Prime Contractor Report) and 2-5 (Subcontractor Paid/Unpaid MBE Invoice Report) are attached for your use and convenience.
- 2) The TO Contractor must complete a separate Form 2-4A 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 2-5 report only**. Therefore, if the subcontractor(s) do not submit 2-5 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 2-4A. 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.

**ATTACHMENT 2 -1A MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT &
MBE PARTICIPATION SCHEDULE****INSTRUCTIONS****PLEASE READ BEFORE COMPLETING THIS FORM**

This form includes Instructions and the MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule which must be submitted with the bid/proposal. If the bidder/offeror fails to accurately complete and submit this Affidavit and Schedule with the bid or proposal as required, the Procurement Officer shall deem the bid non-responsive or 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 Invitation for Bids or 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 entities 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 a 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. **NOTE: New 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 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. 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. For example, for a construction contract that has a 27% MBE overall participation goal and subgoals of 7% for African American firms and 4% for Asian American firms, subject to Section 4 above and this Section 5, a certified African American MBE prime can self-perform (a) up to 13.5 % of the overall goal and (b) up to 7% of the African American subgoal. The remainder of the overall goal and subgoals would have to be met with other certified MBE firms or a waiver request.

For a services contract with a 30% percent MBE participation goal (overall) and subgoals of 7% for African-American firms, 4% for Asian American firms and 12% for women-owned firms, subject to Sections 4 above and this Section 5, a dually-certified Asian American/Woman MBE prime can self-perform (a) up to 15% of the overall goal and (b) up to four percent (4%) of the Asian American subgoal OR up to twelve percent (12%) of the women subgoal. Because it is dually-certified, the company can be designated as only ONE of the MBE classifications (Asian American or women) but can self-perform up to one hundred percent (100%) of the stated subgoal for the single classification it selects.

6. Subject to the restrictions stated in Section 5 above, when a certified MBE that 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 own forces toward fulfilling the contract goal, and not more than one of the contract subgoals, if any. For example, if a MBE firm is a joint venture partner and the State determines that it is performing with its own forces 35 percent of the work in the contract, it can use this portion of the work towards fulfilling up to fifty percent (50%) of the overall goal and up to one hundred percent (100%) of one of the stated subgoals, if applicable.

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 email 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 a bidder/offeror is unable to achieve the MBE participation goal and/or any subgoals (if applicable), the bidder/offeror must request a waiver in Item 1 of the MBE Utilization and Fair Solicitation Affidavit (Attachment 2-1A) or the bid will be deemed not responsive, 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: _____ %

Total Asian American MBE Participation: _____ %

Total Hispanic American MBE Participation: _____ %

Total Women-Owned MBE Participation: _____ %

Overall Goal

Total MBE Participation (include all categories): _____%

ATTACHMENT 2 -1A MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT & MBE PARTICIPATION SCHEDULE

This MBE Utilization and Fair Solicitation Affidavit and MBE Participation Schedule **MUST BE** included with the bid/proposal for any solicitation with an MBE goal greater than 0%. If the Bidder/offeror fails to accurately complete and submit this Affidavit and Schedule with the bid or offer as required, the TO Procurement Officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

In conjunction with the bid or offer submitted in response to Solicitation No. E00B640091, I affirm the following:

1. MBE Participation (PLEASE CHECK ONLY ONE)

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

____ percent African American-owned MBE firms

____ percent Asian American-owned MBE firms

____ percent Hispanic American-owned MBE firms

____ percent Woman-Owned MBE firms

Therefore, I am not seeking a waiver pursuant to COMAR 21.11.03.11.

Notwithstanding any subgoals established above, 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.

OR

- I conclude that I am unable to achieve the MBE participation goal and/or subgoals. I hereby request a waiver, in whole or in part, of the overall goal and/or subgoals. Within 10 working days of receiving notice that our firm is the apparent awardee, I will submit completed Good Faith Efforts Documentation to Support Waiver Request (Attachment 2-1C) and all required waiver documentation in accordance with COMAR 21.11.03.

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) Outreach Efforts Compliance Statement (Attachment 2-2);
- (b) MBE Subcontractor Project Participation Statement (Attachment 2-3);
- (c) Any other documentation, including waiver documentation if applicable, required by the Procurement Officer to ascertain bidder or offeror responsibility 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 I am not responsible and therefore not eligible 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) the percentage of the total Contract amount allocated to each MBE for this project and, (iii) the items of work each MBE will provide under the Contract. I have confirmed with the MDOT database that the MBE firms identified below are performing work activities for which they are MDOT certified.

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

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 own forces: _____ _____
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SECTION B: For all Contractors (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 to be performed by this MBE: _____% Description of the Work to be Performed: _____ _____ _____
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 to be performed by this MBE: _____% Description of the Work to be Performed: _____ _____ _____
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 to be performed by this MBE: _____% Description of the Work to be Performed: _____ _____ _____
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 to be performed 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 have reviewed the instructions for the MBE MBE Utilization & Fair Solicitation Affidavit and MBE Schedule and that the information included in the Schedule is true to the best of my knowledge, information and belief.

 Bidder/Offeror Name
 (PLEASE PRINT OR TYPE)

 Signature of Authorized Representative

 Address

 Printed Name and Title

 City, State and Zip Code

 Date

SUBMIT AS INSTRUCTED IN TORFP

ATTACHMENT 2 -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 bidder/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 bidder/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 a bidder/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 bidder/offeror has made. The efforts employed by the bidder/offeror should be those that one could reasonably expect a bidder/offeror to take if the bidder/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 bidder's/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 bidder/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 bidder/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 bid 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 bidder/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 bidder/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 a firm 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 bidder/offeror is responsible for making relevant portions of the work available to MBE subcontractors and suppliers and to 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 bidder's/offeror's Good Faith Efforts when the bidder/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 Bid Items as Work for MBE Firms

1. Identified Items of Work in Procurements

(a) Certain procurements will include a list of bid 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 bidder/offeror shall make all reasonable efforts to solicit quotes from MBE Firms to perform that work.

(b) Bidders/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 Bidders/Offerors

(a) When the procurement does not include a list of Identified Items of Work or for additional Identified Items of Work, bidders/offerors should reasonably identify sufficient items of work to be performed by MBE Firms.

(b) Where appropriate, bidders/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 bidder/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 bidder/offeror shall make all reasonable efforts to solicit those MBE firms.

(b) Bidders/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 Bidders/Offerors

(a) When the procurement does not include a list of Identified MBE Firms, bidders/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 bidder/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 bidder/offeror should:
 - (a) provide the written solicitation at least 10 days prior to bid opening to allow sufficient time for the MBE Firms to respond;
 - (b) send the written solicitation by first-class mail, facsimile, or email using contact information in the MBE Directory, unless the bidder/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 bidder/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 bidder/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 bidder/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-bid 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

Bidders/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. A bidder/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 a bidder's/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 a MBE Firm's quote is excessive or unreasonable include, without limitation, the following:
- (a) the dollar difference between the MBE subcontractor's quote and the average of the other subcontractors' quotes received by the bidder/offeror;
- (b) the percentage difference between the MBE subcontractor's quote and the average of the other subcontractors' quotes received by the bidder/offeror;
- (c) the percentage that the MBE subcontractor's quote represents of the overall contract amount;
- (d) the number of MBE firms that the bidder/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) the number of quotes received by the bidder/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 bidder/offeror may not use its price for self-performing work as a basis for rejecting a MBE Firm's quote as excessive or unreasonable.
6. The "average of the other subcontractors' quotes received" by the bidder/offeror refers to the average of the quotes received from all subcontractors. Bidder/offeror should attempt to receive quotes from at least three subcontractors, including one quote from a MBE and one quote from a Non-MBE.
7. A bidder/offeror shall not reject a 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 bidder/offeror concludes is not acceptable, the bidder/offeror must provide a written detailed statement listing the reasons for this conclusion. The bidder/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 a 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 bids 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 bidder/offeree:

1. made reasonable efforts to assist interested MBE Firms in obtaining the bonding, lines of credit, or insurance required by the procuring agency or the bidder/offeree; and
2. made reasonable efforts to assist interested MBE Firms in obtaining 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 bids or offers and subcontract bids 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 a bidder/offeree 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 bidders/offerees in meeting the contract. For example, when the apparent successful bidder/offeree fails to meet the contract goal, but others meet it, this reasonably raises the question of whether, with additional reasonable efforts, the apparent successful bidder/offeree could have met the goal. If the apparent successful bidder/offeree fails to meet the goal, but meets or exceeds the average MBE participation obtained by other bidders/offerees, this, when viewed in conjunction with other factors, could be evidence of the apparent successful bidder/offeree having made Good Faith Efforts.

IV. Documenting Good Faith Efforts

At a minimum, a bidder/offeree 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 2-1C, 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 bidder's/offeree's compliance with the outreach efforts prescribed by COMAR 21.11.03.09C(2)(a). (Complete Outreach Efforts Compliance Statement – Attachment 2-2).
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, email, telephone, etc.) (**Complete Good Faith Efforts**

Attachment 2-1C Part 2, and submit letters, fax cover sheets, emails, 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 2-1C, Part 3)

1. For each MBE Firm that the bidder/offeror concludes is not acceptable or qualified, a detailed statement of the reasons for the bidder's/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 bidder/offeror concludes has provided an excessive or unreasonable price, a detailed statement of the reasons for the bidder's/offeror's conclusion, including the quotes received from all MBE and Non-MBE firms bidding 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 a MBE Unavailability Certificate (see Exhibit A to this Part 1) signed by the MBE contractor or a statement from the bidder/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 bidder's/offeror's Good Faith Efforts.

2. Submit any other documentation the bidder/offeror believes will help the Procurement Officer ascertain its Good Faith Efforts.

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

2. _____ (Minority Firm), is either unavailable for
the work/service or unable to prepare a bid 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 bid, 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

**ATTACHMENT 2 -1C MBE ATTACHMENT
GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST**

Page __ of __

Prime Contractor:	Project Description:
Solicitation Number:	

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

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 bidder/offeror made available to MBE firms

Page __ of __

Prime Contractor:	Project Description:
Solicitation Number:	

Identify those items of work that the bidder/offeror made available to MBE Firms. This includes, where appropriate, those items the bidder/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 bidder’s/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 bid items identified during the goal setting process as possible items of work for performance by MBE Firms, the bidder/offeror should make all of those items of work available to MBE Firms or explain why that item was not made available. If the bidder/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 bidder/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
	<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:
Solicitation Number:	

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 bids/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 bidder/offeror should solicit all of those MBE Firms or explain why a specific MBE was not solicited. If the bidder/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 bidder/offeror that the MBE contractor refused to sign the Minority Contractor Unavailability Certificate (see Exhibit A to MBE Attachment 2-1B). If the bidder/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"/> Email	Date: <input type="checkbox"/> Phone <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Email	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
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"/> Email	Date: <input type="checkbox"/> Phone <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Email	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

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:
Solicitation Number:	

This form must be completed if Part 1 indicates that a MBE quote was rejected because the bidder/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 bid)	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.

**ATTACHMENT 2 -2 MBE ATTACHMENT
OUTREACH EFFORTS COMPLIANCE STATEMENT**

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

In conjunction with the bid/proposal submitted in response to Solicitation No. E00B6400091, I state the following:

1. Bidder/Offeror identified subcontracting opportunities in these specific work categories: _____

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

3. Bidder/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.
- Bidder/Offeror assisted MDOT-certified MBE firms to fulfill or seek waiver of bonding requirements. (DESCRIBE EFFORTS): _____

5. Please Check One:

- Bidder/Offeror did attend the pre-bid/pre-proposal conference.
- No pre-bid/pre-proposal meeting/conference was held.
- Bidder/Offeror did not attend the pre-bid/pre-proposal conference.

Company Name

Signature of Representative

Address

Printed Name and Title

City, State and Zip Code

Date

**ATTACHMENT 2 -3A MBE ATTACHMENT
MBE SUBCONTRACTOR PROJECT PARTICIPATION CERTIFICATION**

Please complete and submit one form for each certified MBE firm listed on the MBE Participation Schedule (Attachment 2-1A) within 10 Working Days of notification of apparent award. If the Bidder/Offeror fails to return this affidavit within the required time, the Procurement Officer may determine that the Bidder/Offeror is not responsible and therefore not eligible for Contract award.

Provided that _____ (Prime Contractor's Name) is awarded the State contract in conjunction with Solicitation No. _____, 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 products/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 Bid/Proposal and:

- (1) fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified Minority Business Enterprise in its Bid/Proposal;
- (2) fail to notify the certified Minority Business Enterprise before execution of the Contract of its inclusion of the Bid/Proposal;
- (3) fail to use the certified Minority Business Enterprise in the performance of the Contract; or
- (4) pay the certified Minority Business Enterprise solely for the use of its name in the Bid/Proposal.

PRIME CONTRACTOR

Signature of Representative:

Printed Name and Title:

Firm's Name:

Federal Identification Number:

Address:

Telephone:

Date:

SUBCONTRACTOR

Signature of Representative:

Printed Name and Title:

Firm's Name:

Federal Identification Number:

Address:

Telephone:

Date:

**ATTACHMENT 2 -3B MBE ATTACHMENT
 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 2-1A) for purposes of meeting the MBE participation goals. This form must be submitted within 10 Working Days of notification of apparent award. If the Bidder/offeror fails to return this affidavit within the required time, the Procurement Officer may determine that the Bidder/offeror is not responsible and therefore not eligible 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 products/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

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

This form must be completed monthly by the prime contractor.

ATTACHMENT 2 -4A MBE PRIME CONTRACTOR PAID/UNPAID MBE INVOICE REPORT

**Comptroller of Maryland
Minority Business Enterprise Participation**

Prime Contractor Paid/Unpaid MBE Invoice Report

Report #: _____ Reporting Period (Month/Year): _____ Report is due to the MBE Officer by the 15th of the month following the month the services were provided. Note: Please number reports in sequence	Contract #: _____ Contracting Unit: _____ Contract Amount: _____ MBE Subcontract Amt: _____ Project Begin Date: _____ Project End Date: _____ Services Provided: _____
---	--

Prime Contractor:		Contact Person:	
Address:			
City:		State:	ZIP:
Phone:	FAX: Email:		
MBE Subcontractor Name:		Contact Person:	
Phone:	FAX:		
Subcontractor Services Provided:			
List all payments made to MBE subcontractor named above during this reporting period:		List dates and amounts of any outstanding invoices:	
Invoice#	Amount	Invoice #	Amount
1.		1.	
2.		2.	
3.		3.	
4.		4.	
Total Dollars Paid: \$_____		Total Dollars Unpaid: \$_____	
<p>**If more than one MBE subcontractor is used for this contract, you must use separate 2-4A forms. Information regarding payments that the MBE prime will use for purposes of meeting the MBE participation goals must be reported separately in Attachment 2-4B.</p> <p>**Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred):</p>			
_____ Contract Manager		_____ Contracting Unit	
(Agency)			
_____		_____ mail to:	

Signature: _____ Date: _____

(Required)

**ATTACHMENT 2 SAMPLE MBE 2-5 SUBCONTRACTOR PAID/UNPAID MBE INVOICE
REPORT**

**Minority Business Enterprise Participation
Subcontractor Paid/Unpaid MBE Invoice Report**

Report#: _____	Contract #
Reporting Period (Month/Year): _____	Contracting Unit:
Report is due by the 15th of the month following the month the services were performed.	MBE Subcontract Amount:
	Project Begin Date:
	Project End Date:
	Services Provided:

MBE Subcontractor Name:		
MDOT Certification #:		
Contact Person:		Email:
Address:		
City:		State: ZIP:
Phone:	FAX:	
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:		Contact Person:
**Return one copy of this form to the following address (electronic copy with signature & date is preferred):		
_____ Contract Manager		
_____ Contracting Unit		
Comptroller of Maryland		
_____ mailto:		

Signature: _____ Date: _____
(Required)

ATTACHMENT 2 -4B MBE PRIME CONTRACTOR REPORT

**Comptroller of Maryland
 Minority Business Enterprise Participation
 MBE Prime Contractor Report**

Contact Person:		
Address:		
City:	State:	ZIP:
Phone:	Fax:	E-mail:
MBE Prime Contractor: Certification Number: Report #: _____ Reporting Period (Month/Year): _____ Report is due to the MBE Officer by the 15th of the month following the month the services were provided. Note: Please number reports in sequence		Contract #: _____ Contracting Unit: _____ Contract Amount: _____ Total Value of the Work to the Self-Performed for purposes of Meeting the MBE participation goal/subgoals: _____ Project Begin Date: _____ Project End Date: _____

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):

Signature: _____ Date: _____

_____ _____ (Department) _____ _____ _____	Contract Monitor Contracting Unit
---	--------------------------------------

Signature: _____ Date: _____

(Required)

ATTACHMENT 2 -5 SUBCONTRACTOR PAID/UNPAID MBE INVOICE REPORT

Minority Business Enterprise Participation

Subcontractor Paid/Unpaid MBE Invoice Report

Report#: _____	Contract #
Reporting Period (Month/Year): _____	Contracting Unit:
Report is due by the 15th of the month following the month the services were performed.	MBE Subcontract Amount:
	Project Begin Date:
	Project End Date:
	Services Provided:

MBE Subcontractor Name:		
MDOT Certification #:		
Contact Person:		Email:
Address:		
City:		State: ZIP:
Phone:	FAX:	
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:		Contact Person:
**Return one copy of this form to the following address (electronic copy with signature & date is preferred):		
_____ Contract Manager		
_____ Contracting Unit		
Comptroller of Maryland		
_____ mailto:		

Signature: _____ Date: _____
(Required)

ATTACHMENT 3 TASK ORDER AGREEMENT

CATS+ TORFP# E00B6400091 OF MASTER CONTRACT #060B2490023

This Task Order Agreement (“TO Agreement”) is made this day of Month, 20XX by and between _____ (TO Contractor) and the STATE OF MARYLAND, Comptroller of Maryland (COM).

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 Comptroller of Maryland, as identified in the CATS+ TORFP # E00B6400091.
 - b) “CATS+ TORFP” means the Task Order Request for Proposals # E00B6400091, 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 April 22, 2013.
 - d) “TO Procurement Officer” means Michael Balderson . The Agency may change the TO Procurement Officer at any time by written notice.
 - e) “TO Agreement” means this signed TO Agreement between COM and TO Contractor.
 - f) “TO Contractor” means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is _____.
 - g) “TO Manager” means Debora Gorman. The Agency 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:
 - a) The TO Agreement,
 - b) Exhibit A – CATS+ TORFP
 - c) Exhibit B – TO Technical Proposal
 - d) 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 TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS+ TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of three (3) years, commencing on the date the TO Agreement is fully executed and terminating on Month Day, Year. At the sole option of the State, this TO Agreement may be extended for two (2) 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 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 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 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 TO Agreement as of the date hereinabove set forth.

TO Contractor Name

By: Type or Print TO Contractor POC

Date

Witness: _____

STATE OF MARYLAND, Comptroller of Maryland

By: Michael Balderson , TO Procurement Officer

Date

Witness: _____

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

Assistant Attorney General

ATTACHMENT 4 CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

- A) "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.
- B) "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, offeror, contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.
- C) The bidder or offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.
- D) The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):
- E) The bidder or offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

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

Date: _____

By: _____

(Authorized Representative and Affiant)

ATTACHMENT 5 LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY (INSTRUCTIONS)

- 1) For this TORFP,
 - a) Master Contractors shall comply with all personnel requirements defined under the Master Contract RFP 060B2490023.
 - b) Master Contractors shall propose the resource that best fits the specified CATS+ Labor Category. A Master Contractor may only propose against labor categories in the Master Contractor's CATS+ Master Contract Financial Proposal.
 - c) A Master Contractor's entire TO Technical Proposal will be deemed not susceptible for award if any of the following occurs:
 - i) Failure to follow these instructions.
 - ii) Failure to propose a resource for each job title or labor category identified in the TORFP as a required submission.
 - iii) Failure of any proposed resource to meet minimum requirements as listed in this TORFP and in the CATS+ Master Contract.
 - iv) Placing content on the Minimum Qualifications Summary that is not also on the Personnel Resume Form. *The function of the Minimum Qualifications Summary is to aid the agency to make a minimum qualification determination. Information on the Minimum Qualification Summary must correspond with information on the Personnel Resume form and shall not contain additional content not found on the other form.*
 - v) A resource proposed in response to this TORFP is not available as of TO award. See constraints as described in section 3.7.3.1.
 - d) Complete and sign the **Minimum Qualifications Summary** (Attachment 5A) and the **Personnel Resume Form** (Attachment 5B) for each resource proposed. Alternate resume formats are not allowed.
 - i) The **Minimum Qualifications Summary** demonstrates the proposed resource meets minimum qualifications for the labor category, as defined in the CATS+ Master Contract RFP Section 2.10, and any additional minimum requirements stated in this TORFP. For each minimum qualification, indicate the location on the Personnel Resume Form (5B) demonstrating meeting this requirement.

Only include the experience relevant to meeting a particular minimum qualification. Every skill must be linked to specific work experience and/or education. *The Minimum Qualification Summary shall not contain content that cannot be correlated to the Personnel Resume form.*

Every experience listed on the Minimum Qualifications Resume Summary must be explicitly listed with start and stop dates. Where there is a time requirement such as three months' experience, you must provide the dates from and to showing an amount of time that equals or exceeds the mandatory time requirement; in this case, three months. Note: Overlapping time periods shall only count once against a specific

minimum qualification (i.e., a minimum qualification may not be met by listing two examples occurring during the same time period.).

- ii) The **Personnel Resume Form** provides resumes in a standard format. Additional information may be attached to each Personnel Resume Summary if it aids a full and complete understanding of the individual proposed.

ATTACHMENT 5 5A – MINIMUM QUALIFICATIONS SUMMARY

CATS+ TORFP # E00B640091

*All content on this form must also be on the Personnel Resume Form.
ONLY include information on this summary that supports meeting a minimum qualification.*

Proposed Individual’s Name and Company/Sub-Contractor:	List how the proposed individual meets each requirement by including a reference to relevant entries in Form 5B									
JOB TITLE: PROJECT MANAGER										
LABOR CATEGORY TITLE – (PROJECT MANAGER)										
Education: Bachelor’s Degree from an accredited college or university in Engineering, Computer Science, Information Systems, Business or other related discipline. Master’s degree or project management certification is preferred.	(Identify school or institution Name; Address; Degree obtained and dates attended.)									
Generalized Experience: At least five (5) years of experience in project management. Provide dates in the format of MM/YY to MM/YY	(Identify specific work experiences from the resume that illustrate compliance with the Master Contract RFP Labor Category requirements for Generalized Experience.) <table border="1"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>Job Title and Company</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td>Match to Form 5B:</td> <td colspan="2"><insert cross-reference(s) to the full description on Form 5B></td> </tr> </tbody> </table>	FROM	TO	Job Title and Company				Match to Form 5B:	<insert cross-reference(s) to the full description on Form 5B>	
FROM	TO	Job Title and Company								
Match to Form 5B:	<insert cross-reference(s) to the full description on Form 5B>									
Specialized Experience: At least five (5) years of experience in managing IT related projects and must demonstrate a leadership role in at least three (3) successful projects that were delivered on time and on budget. Provide dates in the format of MM/YY to MM/YY	(Identify specific work experiences from the resume that illustrate compliance with the Master Contract RFP Labor Category requirements for Specialized Experience.) <table border="1"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>Job Title and Company</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td>Match to Form 5B:</td> <td colspan="2"><insert cross-reference to the full description on Form 5B></td> </tr> </tbody> </table>	FROM	TO	Job Title and Company				Match to Form 5B:	<insert cross-reference to the full description on Form 5B>	
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Match to Form 5B:	<insert cross-reference to the full description on Form 5B>									
TORFP Additional Requirements n/a Provide dates in the format of MM/YY to MM/YY										

The information provided on this form for this labor class is true and correct to the best of my knowledge (Signatures must be included):

Master Contractor Representative:

Signature Date

Proposed Individual:

Signature Date

ATTACHMENT 5 5A – MINIMUM QUALIFICATIONS SUMMARY

CATS+ TORFP # E00B6400091

*All content on this form must also be on the Personnel Resume Form.
ONLY include information on this summary that supports meeting a minimum qualification.*

Proposed Individual’s Name and Company/Sub-Contractor:	List how the proposed individual meets each requirement by including a reference to relevant entries in Form 5B									
JOB TITLE: PROJECT MANAGEMENT ASSISTANT										
Proposed Labor Category:	(Identify proposed CATS+ Labor Category for this role)									
Education: Must meet the educational requirements listed for the CATS+ labor category proposed by the Master Contractor for this role.	(Identify school or institution Name; Address; Degree obtained and dates attended.)									
Generalized Experience: Must meet the generalized experience requirements listed for the CATS+ labor category proposed by the Master Contractor for this role. Provide dates in the format of MM/YY to MM/YY	(Identify specific work experiences from the resume that illustrate compliance with the Master Contract RFP Labor Category requirements for Generalized Experience.) <table border="1" style="width: 100%;"> <tr> <td style="width: 25%;">FROM</td> <td style="width: 25%;">TO</td> <td style="width: 50%;">Job Title and Company</td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td colspan="2">Match to Form 5B:</td> <td><insert cross-reference(s) to the full description on Form 5B></td> </tr> </table>	FROM	TO	Job Title and Company				Match to Form 5B:		<insert cross-reference(s) to the full description on Form 5B>
FROM	TO	Job Title and Company								
Match to Form 5B:		<insert cross-reference(s) to the full description on Form 5B>								
Specialized Experience: Must meet the specialized experience requirements listed for the CATS+ labor category proposed by the Master Contractor for this role. Provide dates in the format of MM/YY to MM/YY	(Identify specific work experiences from the resume that illustrate compliance with the Master Contract RFP Labor Category requirements for Specialized Experience.) <table border="1" style="width: 100%;"> <tr> <td style="width: 25%;">FROM</td> <td style="width: 25%;">TO</td> <td style="width: 50%;">Job Title and Company</td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td colspan="2">Match to Form 5B:</td> <td><insert cross-reference to the full description on Form 5B></td> </tr> </table>	FROM	TO	Job Title and Company				Match to Form 5B:		<insert cross-reference to the full description on Form 5B>
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Match to Form 5B:		<insert cross-reference to the full description on Form 5B>								
TORFP Additional Requirements n/a Provide dates in the format of MM/YY to MM/YY										
Proposed Individual’s Name and Company/Sub-Contractor:	List how the proposed individual meets each requirement by including a reference to relevant entries in Form 5B									

The information provided on this form for this labor class is true and correct to the best of my knowledge (Signatures must be included):

Master Contractor Representative:

Signature Date

Proposed Individual:

Signature Date

ATTACHMENT 5 5A – MINIMUM QUALIFICATIONS SUMMARY

CATS+ TORFP # E00B6400091

*All content on this form must also be on the Personnel Resume Form.**ONLY include information on this summary that supports meeting a minimum qualification.*

Proposed Individual's Name and Company/Sub-Contractor:	List how the proposed individual meets each requirement by including a reference to relevant entries in Form 5B									
JOB TITLE: CULTURAL CHANGE MANAGEMENT LEAD										
Proposed Labor Category:	(Identify proposed CATS+ Labor Category for this role)									
Education: Must meet the educational requirements listed for the CATS+ labor category proposed by the Master Contractor for this role.	(Identify school or institution Name; Address; Degree obtained and dates attended.)									
Generalized Experience: Must meet the generalized experience requirements listed for the CATS+ labor category proposed by the Master Contractor for this role. Provide dates in the format of MM/YY to MM/YY	(Identify specific work experiences from the resume that illustrate compliance with the Master Contract RFP Labor Category requirements for Generalized Experience.) <table border="1"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>Job Title and Company</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td>Match to Form 5B:</td> <td colspan="2"><insert cross-reference(s) to the full description on Form 5B></td> </tr> </tbody> </table>	FROM	TO	Job Title and Company				Match to Form 5B:	<insert cross-reference(s) to the full description on Form 5B>	
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Specialized Experience: Must meet the specialized experience requirements listed for the CATS+ labor category proposed by the Master Contractor for this role. Provide dates in the format of MM/YY to MM/YY	(Identify specific work experiences from the resume that illustrate compliance with the Master Contract RFP Labor Category requirements for Specialized Experience.) <table border="1"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>Job Title and Company</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td>Match to Form 5B:</td> <td colspan="2"><insert cross-reference to the full description on Form 5B></td> </tr> </tbody> </table>	FROM	TO	Job Title and Company				Match to Form 5B:	<insert cross-reference to the full description on Form 5B>	
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Match to Form 5B:	<insert cross-reference to the full description on Form 5B>									
TORFP Additional Requirements n/a										

The information provided on this form for this labor class is true and correct to the best of my knowledge (Signatures must be included):

Master Contractor Representative:_____
Signature_____
Date**Proposed Individual:**_____
Signature_____
Date

ATTACHMENT 5 5A – MINIMUM QUALIFICATIONS SUMMARY

CATS+ TORFP # E00B640091

All content on this form must also be on the Personnel Resume Form.

ONLY include information on this summary that supports meeting a minimum qualification.

Proposed Individual’s Name and Company/Sub-Contractor:	List how the proposed individual meets each requirement by including a reference to relevant entries in Form 5B									
<p>JOB TITLE: SYSTEM INTEGRATION ARCHITECT</p> <p>LABOR CATEGORY TITLE – (ARCHITECT, INFORMATION TECHNOLOGY - SENIOR)</p>										
<p>Education:</p> <p>Bachelor’s Degree from an accredited college or university with a major in Engineering, Computer Science, Mathematics or a related field. Master’s degree preferred.</p>	<p>(Identify school or institution Name; Address; Degree obtained and dates attended.)</p>									
<p>Generalized Experience:</p> <p>At least ten (10) years of experience planning, designing, building, and implementing IT systems.</p> <p>Provide dates in the format of MM/YY to MM/YY</p>	<p>(Identify specific work experiences from the resume that illustrate compliance with the Master Contract RFP Labor Category requirements for Generalized Experience.)</p> <table border="1" data-bbox="797 831 1468 957"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>Job Title and Company</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td>Match to Form 5B:</td> <td colspan="2"><insert cross-reference(s) to the full description on Form 5B></td> </tr> </tbody> </table>	FROM	TO	Job Title and Company				Match to Form 5B:	<insert cross-reference(s) to the full description on Form 5B>	
FROM	TO	Job Title and Company								
Match to Form 5B:	<insert cross-reference(s) to the full description on Form 5B>									
<p>Specialized Experience:</p> <p>At least five (5) years of the required ten (10) years of experience must be in the direct supervision and management of major projects that involve providing professional support services and/or the integration, implementation and transition of large complex system and subsystem architectures. Must have led or been chief architect in major IT implementation efforts. Must demonstrate a broad understanding of client IT environmental issues and solutions and be a recognized expert within the IT industry. Must demonstrate advanced abilities to team and mentor and possess demonstrated excellence in written and verbal communication skills.</p> <p>Provide dates in the format of MM/YY to MM/YY</p>	<p>(Identify specific work experiences from the resume that illustrate compliance with the Master Contract RFP Labor Category requirements for Specialized Experience.)</p> <table border="1" data-bbox="797 1056 1468 1182"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>Job Title and Company</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td>Match to Form 5B:</td> <td colspan="2"><insert cross-reference to the full description on Form 5B></td> </tr> </tbody> </table>	FROM	TO	Job Title and Company				Match to Form 5B:	<insert cross-reference to the full description on Form 5B>	
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Match to Form 5B:	<insert cross-reference to the full description on Form 5B>									
TORFP Additional Requirements n/a										

The information provided on this form for this labor class is true and correct to the best of my knowledge (Signatures must be included):

Master Contractor Representative:

Signature Date

Proposed Individual:

Signature Date

ATTACHMENT 5 5B – PERSONNEL RESUME FORM

CATS+ TORFP # E00B6400091

Instructions: Submit one resume form for each resource proposed. Do not submit other resume formats. Fill out each box as instructed. Failure to follow the instructions on the instructions page and in TORFP may result in the TO Proposal being considered not susceptible for award.

Resource Name:	
Master Contractor:	<insert Master Contractor name> Sub-Contractor (if applicable):
Proposed CATS+ Labor Category:	<insert CATS+ Labor Category>
Job Title (As listed in TORFP):	<insert Job Title>

Education / Training (start with most recent degree / certificate)

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

Relevant Work Experience*

Describe work experience relevant to the Duties / Responsibilities, Minimum Qualifications, and Preferred Qualifications described in Sections 2 and 3 of the TORFP. Start with the most recent experience first; do not include experience not relevant to the scope of this TORFP; use [Employment History below for full employment history](#). Enter dates as MM/YY – MM/YY. Add lines as needed.

[Organization] [Title / Role] [Period of Employment / Work (MM/YY – MM/YY)] [Location] [Contact Person (Optional if current employer)] [Technologies Used]	Description of Work (recommended: organize work descriptions to address minimum qualifications, preferred qualifications, and other requirements)
[Organization] [Title / Role] [Period of Employment / Work MM/YY – MM/YY] [Location] [Contact Person] [Technologies Used]	Description of Work (recommended: organize work descriptions to address minimum qualifications, preferred qualifications, and other requirements)

*Fill out each box. Do not enter “see resume” as a response.

A) References for Proposed Resource (if requested in the TORFP)

List persons the COM may contact as employment references. Add lines as needed.

Reference Number:	1
Date From:	<mm/yy>
Date To:	<mm/yy>
Organization Name:	<insert organization name>

Contact Name:	<insert contact>
Contact Phone:	<insert phone>
Contact e-mail:	<insert e-mail>
Details:	<insert details>
Reference Number:	2
Date From:	<mm/yy>
Date To:	<mm/yy>
Organization Name:	<insert organization name>
Contact Name:	<insert contact>
Contact Phone:	<insert phone>
Contact e-mail:	<insert e-mail>
Details:	<insert details>
Reference Number:	3
Date From:	<mm/yy>
Date To:	<mm/yy>
Organization Name:	<insert organization name>
Contact Name:	<insert contact>
Contact Phone:	<insert phone>
Contact e-mail:	<insert e-mail>
Details:	<insert details>

The information provided on this form for this labor class is true and correct to the best of my knowledge (Signatures must be included):

Master Contractor Representative:

Signature

Date

Proposed Individual:

Signature

Date

Instruction: Sign each form.

ATTACHMENT 6 PRE-PROPOSAL CONFERENCE DIRECTIONS

COMPTROLLER OF MARYLAND
LOUIS L. GOLDSTEIN TREASURY BUILDING
80 CALVERT STREET, ROOM 114 (ASSEMBLY ROOM)
ANNAPOLIS, MD 21401

DIRECTIONS TO THE TREASURY BUILDING FROM THE BALTIMORE AREA

Take I-97 south until it merges with Rt. 50 East,
Stay on Rt. 50 East towards Annapolis (Approximately 1 mile)
Take exit 24 (Rt. 70 South/Rowe Blvd.)

Bear to the right toward Annapolis South.

Remain in the right lane and stay straight through two lights (first light will be Farragut to the right and Melvin Avenue to the left, second light will be Taylor Avenue). The road will bear off to the right (which you should do) and at the next traffic light (Calvert Street) turn right onto Calvert Street. The Louis L. Goldstein Treasury Building will be on the left.

There will be a parking garage on Clay Street (first road on the right - Whitmore Parking Garage)
Or another parking garage on the left (Gotts Parking Garage).

When exiting either garage walk towards the Louis L. Goldstein Treasury Building. In front of the Treasury Building is a statue of Former Comptroller Louis L. Goldstein.

You must sign in at the security guard's desk. Tell them you are attending a pre-proposal conference in the Assembly Room.

ATTACHMENT 7 NOTICE TO PROCEED (SAMPLE)

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS+ Solicitation Number (TORFP #): E00B6400091

Dear TO Contractor Contact:

This letter is your official Notice to Proceed as of Month Day, Year, for the above-referenced Task Order Agreement. Mr. / Ms. _____ of Comptroller of Maryland (Agency Name) will serve as the TO Manager and your contact person on this Task Order. He / She can be reached at telephone _____.

Enclosed is an original, fully executed Task Order Agreement and purchase order.

Sincerely,

Ken Smith

Task Order Procurement Officer

Enclosures (2)

cc: Debora Gorman, TO Manager

Procurement Liaison Office, Department of Information Technology

Project Oversight Office, Department of Information Technology

ATTACHMENT 8 AGENCY DELIVERABLE PRODUCT ACCEPTANCE FORM

Agency Name: COM

Solicitation Title: IT Management Consulting Services

TO Manager: Debora Gorman (410) 767-1557

To: TO Contractor Name

The following deliverable, as required by Solicitation Number (TORFP #): E00B6400091 has been received and reviewed in accordance with the TORFP.

Title of deliverable: _____

TORFP Contract Reference Number: Section # _____

Deliverable Reference ID # _____

This deliverable:

Is accepted as delivered.

Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

TO Manager Signature

Date Signed

ATTACHMENT 9 NON-DISCLOSURE AGREEMENT (OFFEROR)

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.

ATTACHMENT 10 NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is made as of this ___ day of _____, 20___, by and between the State of Maryland ("the State"), acting by and through its Comptroller of Maryland, COM, (the "Agency"), and _____ ("TO Contractor"), a corporation with its principal business office located at _____ and its principal office in Maryland located at _____.

RECITALS

WHEREAS, the TO Contractor has been awarded a Task Order Agreement (the "TO Agreement") for IT Management Consulting Services TORFP No. E00B6400091 dated _____, (the "TORFP") issued under the Consulting and Technical Services procurement issued by the Agency, Project Number 060B2490023; and

WHEREAS, in order for the TO Contractor to perform the work required under the TO Agreement, it will be necessary for the State to provide the TO Contractor and the TO Contractor's employees and agents (collectively the "TO Contractor's Personnel") with access to certain confidential information regarding federal tax information (FTI), state tax information (STI), personally identifiable information (PII), privileged information, sensitive information, and confidential procurement and contract information.

NOW, THEREFORE, in consideration of being given access to the Confidential Information in connection with the TORFP 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, State Govt. § 10-1301) 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. 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. 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 the 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 Exhibit A. Each individual whose name appears on Exhibit A shall execute a copy of this Agreement and thereby be subject to the terms and conditions of this Agreement to the same extent as the TO Contractor. TO Contractor shall update Exhibit A by adding additional names 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 TORFP or who will otherwise have a role in performing any aspect of the TORFP, 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. TO Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, to adopt or establish operating procedures and physical security measures, and to take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and to prevent all or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.

5. 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. TO Contractor shall, at its own expense, return to the Agency, all Confidential Information in its care, custody, control or possession upon request of the Agency or on termination of the TO Agreement.
7. A breach of this Agreement by the TO Contractor or by the TO Contractor’s Personnel shall constitute a breach of the Master Contract 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/or to 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/or 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 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; and
 - f) The Recitals are not merely prefatory but are an integral part hereof.

TO Contractor/TO Contractor’s Personnel: Comptroller of Maryland:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A – FOR THE NONDISCLOSURE AGREEMENT (TO CONTRACTOR)
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

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

ATTACHMENT 11 TO CONTRACTOR SELF-REPORTING CHECKLIST

The purpose of this checklist is for CATS+ Master Contractors to self-report on adherence to procedures for task orders (TO) awarded under the CATS+ Master Contract. Requirements for TO management can be found in the CATS+ Master Contract RFP and at the TORFP level. The Master Contractor is requested to complete and return this form by the Checklist Due Date below. Master Contractors may attach supporting documentation as needed. Please send the completed checklist and direct any related questions to contractoversight.doit@maryland.gov with the TO number in the subject line.

Master Contractor:	
Master Contractor Contact / Phone:	
Procuring State Agency Name:	
TO Title:	
TO Number:	
TO Type (Fixed Price, T&M, or Both):	
Checklist Issue Date:	
Checklist Due Date:	
Section 1 – Task Orders with Invoices Linked to Deliverables	
A) Was the original TORFP (Task Order Request for Proposals) structured to link invoice payments to distinct deliverables with specific acceptance criteria? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, skip to Section 2.)	
B) Do TO invoices match corresponding deliverable prices shown in the accepted Financial Proposal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	
C) Is the deliverable acceptance process being adhered to as defined in the TORFP? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	
Section 2 – Task Orders with Invoices Linked to Time, Labor Rates and Materials	
A) If the TO involves material costs, are material costs passed to the agency without markup by the Master Contractor? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	
B) Are labor rates the same or less than the rates proposed in the accepted Financial Proposal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	
C) Is the Master Contractor providing timesheets or other appropriate documentation to support invoices? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	
Section 3 – Substitution of Personnel	
A) Has there been any substitution of personnel? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, skip to Section 4.)	
B) Did the Master Contractor request each personnel substitution in writing? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	

C) Does each accepted substitution possess equivalent or better education, experience and qualifications than incumbent personnel? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)
Was the substitute approved by the agency in writing? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)
Section 4 – MBE Participation
A) What is the MBE goal as a percentage of the TO value? _____ % (If there is no MBE goal, skip to Section 5)
B) Are MBE reports 2-4A, 2-4B, and 2-5 submitted monthly? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)
C) What is the actual MBE percentage to date? (divide the dollar amount paid to date to the MBE by the total amount paid to date on the TO) _____ % (Example - \$3,000 was paid to date to the MBE subcontractor; \$10,000 was paid to date on the TO; the MBE percentage is 30% ($3,000 \div 10,000 = 0.30$))
Is this consistent with the planned MBE percentage at this stage of the project? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)
Has the Master Contractor expressed difficulty with meeting the MBE goal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If yes, explain the circumstances and any planned corrective actions)
Section 5 – TO Change Management
A) Is there a written change management procedure applicable to this TO? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)
B) Does the change management procedure include the following? Yes <input type="checkbox"/> No <input type="checkbox"/> Sections for change description, justification, and sign-off Yes <input type="checkbox"/> No <input type="checkbox"/> Sections for impact on cost, scope, schedule, risk and quality (i.e., the impact of change on satisfying TO requirements) Yes <input type="checkbox"/> No <input type="checkbox"/> A formal group charged with reviewing / approving / declining changes (e.g., change control board, steering committee, or management team)
C) Have any change orders been executed? Yes <input type="checkbox"/> No <input type="checkbox"/> (If yes, explain expected or actual impact on TO cost, scope, schedule, risk and quality)
D) Is the change management procedure being followed? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)

SUBMIT AS INSTRUCTED IN TORFP.

ATTACHMENT 12 LIVING WAGE AFFIDAVIT OF AGREEMENT

Contract No. _____

Name of Contractor _____

Address _____

City _____ State _____ Zip Code _____

If the Contract is Exempt from the Living Wage Law

The Undersigned, being an authorized representative of the above named Contractor, hereby affirms that the Contract is exempt from Maryland's Living Wage Law for the following reasons: (check all that apply)

 Bidder/Offeror is a nonprofit organization Bidder/Offeror is a public service company Bidder/Offeror employs 10 or fewer employees and the proposed contract value is less than \$500,000 Bidder/Offeror employs more than 10 employees and the proposed contract value is less than \$100,000**If the Contract is a Living Wage Contract**

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

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

 All employee(s) proposed to work on the State contract will spend less than one-half of the employee's time during every work week on the State contract; All employee(s) proposed to work on the State contract will be 17 years of age or younger during the duration of the State contract; or All employee(s) proposed to work on the State contract will work less than 13 consecutive weeks on the State contract.

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

Name of Authorized Representative: _____

Signature of Authorized Representative _____

Date: _____ Title: _____

Witness Name (Typed or Printed): _____

Witness Signature and Date: _____

ATTACHMENT 13 MERCURY AFFIDAVIT

AUTHORIZED REPRESENTATIVE THEREBY AFFIRM THAT:

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

MERCURY CONTENT INFORMATION:

The product(s) offered do not contain mercury.

OR

The product(s) offered do contain mercury.

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

I ACKNOWLEDGE THAT this affidavit is to be furnished to the procurement officer and may be distributed to units of (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland;

(3) other states; and

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

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

_____ By: _____

Date

Signature

Print Name: _____

Authorized Representative and Affiant

ATTACHMENT 14 VETERAN SMALL BUSINESS ENTERPRISE PARTICIPATION (VSBE) FOR STATE OF MARYLAND

These instructions provide guidance on the VSBE reporting requirements. If, after reading these instructions, you have additional questions or need further clarification, please contact the TO Manager immediately.

PURPOSE

The TO Contractor shall structure its procedures for the performance of the work required in this TO to attempt to achieve the VSBE participation goal stated in this solicitation. VSBE performance must be in accordance with this TORFP, as authorized by COMAR 21.11.13. The TO Contractor agrees to exercise all good faith efforts to carry out the requirements set forth in Section 1.13 and Attachment 14.

In order to be counted for purposes of achieving VSBE participation goals, VSBEs must be verified by the Center for Veterans Enterprise of the United States Department of Veterans Affairs. The listing of verified VSBEs may be found at <http://www.vetbiz.gov>.

GUIDELINES FOR VSBE SELF-PERFORMANCE

When a certified VSBE firm participates as a prime contractor on a contract, a procurement agency may count the distinct, clearly defined portion of the contract work that the certified VSBE prime performs with its own forces toward fulfilling up to one hundred percent (100%) of the VSBE participation goal. **In order to receive credit for self-performance, a VSBE prime must list its firm in Section 2A of the VSBE Participation Schedule (Attachment 14 Form V-1).**

If a VSBE prime cannot fulfill the overall goal through its own work force, it must identify other certified VSBE subcontractors for the remaining portion of the goal. Those VSBE certified subcontractors should be listed in Section 2B of the VSBE Participation Schedule.

SUMMARY OF REPORTS

A. Must be submitted with offer

- a. Form V-1A Offeror Acknowledgement of Task Order VSBE Requirements
- b. Form V-1 (Parts 1 and 2) Veteran-Owned Small Business Enterprise Utilization Affidavit and VSBE Participation Schedule

B. Must be submitted within 10 working days of notification of apparent award or actual award (whichever is earlier)

- a. Form V-2A VSBE Subcontractor Project Participation Statement
- b. Form V-2B VSBE Prime Contractor Project Participation Statement

C. After Award – must be submitted monthly

- a. Form V-3 VSBE Prime Contractor Unpaid Invoice Report (Submitted monthly)
- b. Form V-4 VSBE Subcontractor Unpaid Invoice Report (Submitted monthly)

SOLICITATION AND TO FORMATION

Offeror shall include with its TO Proposal a completed VSBE Utilization Affidavit and Subcontractor Participation Schedule (Attachment 14 form V-1A and Attachment 14 form V-1) whereby:

1. Offeror acknowledges it: a) intends to meet the VSBE participation goal; or b) requests a full or partial waiver of the VSBE participation goal. If Offeror commits to the full VSBE goal or requests a partial waiver, it shall commit to making a good faith effort to achieve the stated goal.
2. Offeror responds to the expected degree of VSBE participation as stated in the TORFP, by identifying the specific commitment of VSBEs at the time of TO Proposal submission. Offeror shall specify the percentage of TO value associated with each VSBE identified on the VSBE Participation Schedule.

If Offeror fails to submit Attachment 14-V-1A and Attachment 14-V-1 with the TO Proposal as required, the TO Procurement Officer may determine that the offer is non-responsive or that the TO Proposal is not reasonably susceptible to be selected for award.

Within 10 Working Days from notification that it is the apparent awardee, the awardee shall provide the following documentation to the TO Procurement Officer.

1. VSBE Subcontractor Project Participation Statement (Attachment 14 form V-2A);
2. VSBE Prime Contractor Project Participation Statement (Attachment 14 form V-2B)
3. If the apparent awardee believes a full or partial waiver of the overall VSBE goal is necessary, it must submit a fully-documented waiver request that complies with COMAR 21.11.13.07; and
4. Any other documentation required by the TO Procurement Officer to ascertain Offeror's responsibility in connection with the VSBE subcontractor participation goal.

If the apparent awardee fails to return each completed document within the required time, the Procurement Officer may determine that the apparent awardee is not responsible and therefore not eligible for TO award.

TO ADMINISTRATION REQUIREMENTS

The TO Contractor, once awarded the TO shall:

1. Submit monthly to DOIT a report listing any unpaid invoices, over 45 days old, received from any VSBE subcontractor, the amount of each invoice, and the reason payment has not been made (Attachment 14 form V-3).
2. Include in its agreements with any VSBE subcontractors a requirement that those subcontractors submit monthly to DOIT a report that identifies the prime contract and lists all payments received from TO Contractor in the preceding 30 days, as well as any outstanding invoices, and the amount of those invoices (Attachment 14 form V-4).
3. Maintain such records as are necessary to confirm compliance with its VSBE participation obligations. These records shall indicate the identity of VSBE and non-VSBE subcontractors employed on the TO, the type of work performed by each, and the actual dollar value of work performed. Any subcontract agreement documenting work performed by VSBE participants must be retained by the TO Contractor and furnished to the TO Procurement Officer on request.
4. Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the VSBE participation obligations. TO Contractor shall retain all records concerning VSBE participation and make them available for State inspection for three years after final completion of the TO.

At the option of DOIT, upon completion of the TO and before final payment and/or release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from VSBE subcontractors.

ATTACHMENT 14 VETERAN SMALL BUSINESS ENTERPRISE REPORTING REQUIREMENTS

- 1) As the TO Contractor, you have entered into a TO Agreement with the State of Maryland. As such, your company/firm is responsible for successful completion of all deliverables under the contract, including your commitment to making a good faith effort to meet the VSBE participation goal established for this TORFP. Part of that effort, as outlined in the TORFP, includes submission of monthly reports to the State regarding the previous month's VSBE payment activity. Reporting forms V-3 (VSBE Prime Contractor Unpaid Invoice Report) and V-4 (VSBE Subcontractor Unpaid Invoice Report) are attached for your use and convenience.
- 2) The TO Contractor must complete a separate Form V-3 for each VSBE 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 of whether there was any VSBE payment activity for the reporting month.
- 3) The TO Contractor is responsible for ensuring that each subcontractor receives a copy (e-copy and/or hard copy) of Form V-4. The TO Contractor should make sure that the subcontractor receives all the information necessary to complete the form properly, i.e., all of the information located in the upper right corner of the form. It may be wise to customize Form V- for the subcontractor the same as the Form V-3 to minimize any confusion for those who receive and review the reports.
- 4) It is the responsibility of the TO Contractor to make sure that all subcontractors submit reports no later than the 15th of each month, regardless of whether there was any VSBE payment activity for the reporting month. Actual payment data is verified and entered into the State's financial management tracking system from the subcontractor's V-4 report only. Therefore, if the subcontractor(s) do not submit their V-4 payment reports, the TO Contractor cannot and will not be given credit for subcontractor payments, regardless of the TO Contractor's proper submission of Form V-4. The TO Manager will contact the TO Contractor if reports are not received each month from either the TO Contractor or any of the identified subcontractors.
- 5) The TO Contractor must promptly notify the TO Manager if, during the course of the TO, a new VSBE subcontractor is utilized.

**ATTACHMENT 14 V-1A
OFFEROR ACKNOWLEDGEMENT OF TASK ORDER VSBE REQUIREMENTS**

This document shall be included with the submittal of the Offeror’s response to the TORFP when the VSBE goal is greater than 0%. If Offeror fails to complete and submit this form with its response to the TORFP, the TO Procurement Officer shall determine that the Offeror’s response to the TORFP is not reasonably susceptible of being selected for award.

In conjunction with the offer submitted in response to TO Number _____, I affirm the following:

1. If I am awarded a TO in response to this TORFP, I commit to making a good faith effort to achieve the VSBE goal established for this TORFP.

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

Offeror Name

Signature of Affiant

Printed Name, Title

Address

Date

**ATTACHMENT 14 V-1 VETERAN-OWNED SMALL BUSINESS ENTERPRISE
UTILIZATION AFFIDAVIT AND VSBE PARTICIPATION SCHEDULE**

This form and Form V-1A **MUST BE** included with the bid or offer for any TORFP with a VSBE goal greater than 0%. If Offeror fails to complete and submit this form (Parts 1 and 2) with the offer, the procurement officer may determine that the offer is non-responsive or that the proposal is not reasonably susceptible of being selected for award.

Part 1 - Affidavit

In conjunction with the bid or proposal submitted in response to TO Number _____, I affirm the following:

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

OR

I conclude that I am unable to achieve the VSBE participation goal. I hereby request a waiver, in whole or in part, of the overall goal. Within 10 business days of receiving notice that our firm is the apparent awardee, I will submit all required waiver documentation in accordance with COMAR 21.11.13.07.

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

- (a) Subcontractor Project Participation Statement (Attachment 14 Form V-2A)
- (b) Prime Contractor Project Participation Statement (Attachment 14 Form V-2B)
- (c) Any other documentation, including waiver documentation, if applicable, required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the VSBE participation goal.

I understand that if I fail to return each completed document within the required time, the Procurement Officer may determine that I am not responsible and therefore not eligible for contract award.

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

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

**ATTACHMENT 14 V-1 VETERAN-OWNED SMALL BUSINESS ENTERPRISE
UTILIZATION AFFIDAVIT AND VSBE PARTICIPATION SCHEDULE (CONT'D)**

Part 2 - VSBE Participation Schedule

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

List information for each verified VSBE that you agree to use to achieve the VSBE participation goal on this project.

SECTION A: To be completed by VSBE Prime Bidders/Offerors for self-performance ONLY

Name of VSBE Prime Firm	DUNS Number
Percentage of Total Contract Value to be performed using VSBE's own forces and counted toward the VSBE overall participation goal: %	
Description of work to be performed by VSBE Prime's own forces:	

SECTION B: To be completed by all Bidders/Offerors using VSBE Subcontractors

Name of VSBE Subcontractor	DUNS Number
Percentage of Total Contract: % Description of work to be performed:	
Name of VSBE Subcontractor	DUNS Number
Percentage of Total Contract: % Description of work to be performed:	
Name of VSBE Subcontractor	DUNS Number
Percentage of Total Contract: % Description of work to be performed:	
Name of VSBE Subcontractor	DUNS Number
Percentage of Total Contract: % Description of work to be performed:	

Continue on a separate page, if needed

Total VSBE Participation _____ %

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

Bidder/ Offeror Name
(PLEASE PRINT OR TYPE)

Signature of Affiant

Name: _____

Title: _____

Date: _____

SUBMIT AS INSTRUCTED IN TORFP

ATTACHMENT 14 V-2A VSBE SUBCONTRACTOR PROJECT PARTICIPATION STATEMENT

Please complete and submit one form for each verified VSBE subcontractor listed on Attachment V-1 within 10 working days of notification of apparent award.

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

Prime Contractor Address and Phone	Project Description
Project Number	Total Contract Amount
Name of Veteran-Owned Firm	
Work to be Performed	
Percentage of Total Contract	

The undersigned Prime Contractor and Subcontractor hereby certify and agree that they have fully complied with the State Veteran-Owned Small Business Enterprise law, State Finance and Procurement Article, Title 14, Subtitle 6, Annotated Code of Maryland.

PRIME CONTRACTOR SIGNATURE

SUBCONTRACTOR SIGNATURE

By: _____

By: _____

Name, Title

Name, Title

_____ Date

_____ Date

ATTACHMENT 14 V-2B VSBE PRIME CONTRACTOR PROJECT PARTICIPATION STATEMENT

Please complete and submit this form to certify work that your VSBE firm will perform with its own forces for the purposes of meeting the VSBE participation goal, as listed on the VSBE Participation Schedule (Attachment V-1).

This form must be submitted within 10 working days of notification of apparent award. If the form is not returned within the required time, the Procurement Officer may determine that the Bidder/Offeror is not responsible and therefore not eligible for Contract award.

Provided that _____ (Prime Contractor) is awarded the State contract in conjunction with Solicitation No. _____, such VSBE Prime Contractor intends to perform work with its own forces to be counted toward the VSBE participation goal as described below:

VSBE Prime Contractor Name, Address, and Phone	Project Description
Project Number	Total Contract Amount
Description of Work to be Performed With VSBE's Own Forces:	
Percentage of Total Contract	Value of the Work

By:

Signature of VSBE Prime Representative

Printed Name and Title of VSBE Prime Representative

Date

ATTACHMENT 14 V-3 VSBE PRIME CONTRACTOR UNPAID INVOICE REPORT

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

Date: _____

Task Order Title: _____

Task Order Number: _____

Prime Contractor Name: _____

Subcontractor Name: _____

Invoice Number	Invoice Date	Invoice Amount	Reason for Non-Payment

Prime Contractor Signature _____

Date _____

ATTACHMENT 14 V-4 VSBE SUBCONTRACTOR UNPAID INVOICE REPORT

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

Date: _____

Task Order Title: _____

Task Order Number: _____

Subcontractor
Name: _____

Prime Contractor Name: _____

Payments:

Invoice Number	Payment Date	Payment Amount	Comments

Outstanding Invoices:

Invoice Number	Invoice Date	Invoice Amount	Comments

Subcontractor Signature _____

Date _____

ATTACHMENT 15 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: _____

ATTACHMENT 16 SAMPLE WORK ORDER

WORK ORDER		Work Order #	Contract #		
This Work Order is issued under the provisions of the Task Order. The services authorized are within the scope of services set forth in the <i>Purpose</i> of the Work Order.					
Purpose					
Statement of Work <u>Requirements</u> (<i>Uniquely number each requirement</i>):					
 <u>Deliverable(s), Acceptance Criteria and Due Date(s)</u> (<i>Uniquely number each Deliverable</i>):					
Deliverables are subject to review and approval by COM prior to payment. (<i>Attach additional sheets if necessary</i>)					
Start Date		End Date			
Cost					
Description for Task / Deliverables		Quantity (if applicable)	Labor Hours (Hrs.)	Labor Rate	Estimate Total
1				\$	\$
2				\$	\$
*Include WBS, schedule and response to requirements.			COM shall pay an amount not to exceed \$		
Contractor			Agency Approval		
(Signature) Contractor Authorized Representative (Date)			(Signature) TO Manager (Date)		
POC	(Print Name)		TO Manager	(Print Name)	
Telephone No.			Telephone No.		
E-mail:			E-mail:		

ATTACHMENT 18 CONFIDENTIALITY OF IRS AND STATE TAX INFORMATION

This attachment to this contract is to clarify the TO Contractor's responsibilities as required by the Comptroller of Maryland and Internal Revenue Service as it relates to the Privacy Act of 1974, 5 U.S.C. 552a.

This attachment is to incorporate in part the Internal Revenue Code "Publication 1075 Criminal/ Civil Sanctions Section" into this agreement.

Specifically to be included in this agreement is the following wording:

A. In performance of this contract, the TO Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) All work will be done under the supervision of the TO Contractor or the TO Contractor's employees.
- (2) Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the TO Contractor will be prohibited.
- (3) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
- (4) The TO Contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the TO Contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the TO Contractor certifies that any IRS or State data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- (5) Any spoilage of any intermediate hard copy printout that may result during the processing of IRS or State data will be given to the Comptroller of Maryland or his or her designee. When this is not possible, the TO Contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the Comptroller of Maryland or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
- (6) All computer systems processing, storing, or transmitting Federal or State tax information must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational,

and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal or State tax information.

- (7) No work involving Federal or State tax information furnished under this contract will be subcontracted without prior written approval of the State.
- (8) The TO Contractor will maintain a list of employees authorized access. Such list will be provided to the COM and, upon request, to the IRS reviewing office.
- (9) The State will have the right to void the contract if the TO Contractor fails to provide the safeguards described above.

B. Criminal/Civil Sanctions:

- (1) Each officer or employee or any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CRS301.6103(n)-1. State penalties may also be prescribed.
- (2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee (United States for Federal employees) in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431.

(3) Additionally, it is incumbent upon the TO Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C.552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to Contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a Contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

C. Inspection:

The IRS and the State shall have the right to send its officers and employees into the offices and plants of the TO Contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the TO Contractor is found to be noncompliant with contract safeguards.

BPO Number: _____

BPO Award Date: _____

TO Contractor Name

Comptroller of Maryland

Printed Name: _____

Printed Name: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT 19 CERTIFICATE OF CONFIDENTIALITY FOR TO CONTRACTOR PERSONNEL

Part 1: I understand that under federal and Maryland state law it is illegal for me:

- To disclose any information from *any* tax return, report, or document filed with *any* division of the Comptroller's Office;
- To willfully and without authorization alter, deface, destroy, remove, or conceal any public records; and
- To willfully and without authorization access *any* part of any computer system in the Comptroller's Office.

I will not examine any return, report, or document filed with the Comptroller unless a member of the Comptroller's project management staff directs me to do so, and then I will only examine those documents assigned to me.

I will hold any and all information I see in the strictest of confidence. I will not use it against any taxpayer for any personal reason nor will I use it to obtain special treatment or favors from any taxpayer.

I understand that the comptroller has the authority to adopt this certificate of confidentiality to carry out his administrative duties and that I must abide by its provisions during as well as after the conclusion of my contract with the Comptroller's Office.

I understand that if I violate any of these provisions, I will be subject to criminal prosecution and to disciplinary action under the law and the regulations.

The issue of confidentiality of tax data is addressed in:

- Maryland Tax-General Article, §13-201, 202, 203, 204, 205, 206 and 1018
- Maryland Criminal Law Article, §7-3 02 and 8-606
- *44 Opinions of Attorney General 350 (1959)*
- Internal Revenue Service Publication 1075
- Internal Revenue Code, 26 USC 6103, 7213, 7213A and 7431

Part 2: Have you had any criminal convictions other than minor traffic violations?

No Yes If yes, explain: _____

Part 3: Signed this _____ day of _____, 20_____.

Contractor Name (please print)

Witness Name (please print)

Contractor Signature

Witness Signature

ATTACHMENT 20 PATENTS, COPYRIGHTS, AND INTELLECTUAL PROPERTY RELEASE

1. If the TO Contractor furnishes any design, device, material, process, or other item, which is covered by a patent or copyright or which is proprietary to or a trade secret of another, the TO Contractor shall obtain the necessary permission or license to permit the State to use such item or items.
2. Except as provided in Section 4 of this Attachment, the TO Contractor agrees that all documents and materials, including but not limited to, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, software, graphics, mechanical, artwork, computations and data prepared by or for the TO Contractor for purposes of this TO Agreement (Work Product) shall become and remain the sole and exclusive property of the State and shall be available to the Agency at any time. The Agency shall have the right to use the same without restriction and without compensation to the TO Contractor other than that specifically provided by this TO Contract.
3. Except as provided in Section 4 of this Attachment, the TO Contractor agrees that at all times during the term of this TO Agreement and thereafter, the Work Product shall be "works made for hire" as that term is interpreted under U.S. copyright law and shall be owned by the State. Ownership includes the right to copyright, patent, register and the ability to transfer these rights and all information used to formulate such Work Product. In the event any Work Product is or may not be considered a work made for hire under applicable law, TO Contractor assigns and transfers to the State the entire right, title and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof. TO Contractor shall execute all documents and perform such other proper acts as the State may deem necessary to secure for it the rights pursuant to this section.
4. Notwithstanding anything to the contrary in this TO Contract, to the extent (i) the Work Product incorporates any commercial-off-the shelf software (COTS) and/or any Pre-Existing Intellectual Property or (ii) any COTS and/or Pre-Existing Intellectual Property (other than a computer's operating system, supported internet browser, browser accessibility software or hardware if needed by the user, and software required to access a commonly-available data transmission tool or export format) is required to access, install, build, compile or otherwise use the Work Product (such COTS and Pre-Existing Intellectual Property individually and collectively referred to herein as "Third-party Intellectual Property," which shall be the sole property of TO Contractor or its third-party licensors, as applicable), TO Contractor hereby grants, on behalf of itself and any third-party licensors, to the State a royalty-free, paid-up, non-exclusive, unrestricted, unconditional, irrevocable, worldwide right and license, with the right to use, execute, reproduce, display, perform, distribute copies of internally, modify and prepare derivative works based upon, such Third-party Intellectual Property as may be necessary for the State to use the Work Product for the purposes for which such Work Product was designed and intended. "Pre-Existing Intellectual Property" means any program, utility or tool owned by TO Contractor or its third-party licensors that was created by TO Contractor or its third-party licensors independently from its performance of this TO Agreement and not solely using funds from this TO Contract.
5. TO Contractor shall defend, indemnify, and hold harmless the State, including, but not limited to, the Agency and its agents, officers, and employees, from and against any and all claims, costs, losses, damages, liabilities, judgments and expenses (including without limitation reasonable attorneys' fees) arising out of or in connection with any claim the Work Product or any Third-party Intellectual Property infringes, misappropriates or otherwise violates any Third-party Intellectual Property rights. TO Contractor shall not enter into any settlement involving third party claims that contains any admission of or stipulation to any guilt, fault, liability or wrongdoing by the State or that adversely affects the State's rights or interests, without the State's prior written consent, which consent may be withheld in the State's sole and absolute discretion. TO Contractor shall be entitled to control the defense or settlement of such claim (with counsel reasonably satisfactory to the State), provided that the State will, upon

requesting indemnification hereunder: (a) provide reasonable cooperation to TO Contractor in connection with the defense or settlement of any such claim, at TO Contractor's expense; and (b) be entitled to participate in the defense of any such claim. TO Contractor's obligations under this section will not apply to the extent any Third-party Intellectual Property infringes, misappropriates or otherwise violates any third party intellectual rights as a result of modifications made by the State in violation of the license granted to the State pursuant to Section 4 of this Attachment; provided that such infringement, misappropriation or violation would not have occurred absent such modification.

6. Without limiting TO Contractor's obligations under Section 5 of this Attachment, if all or any part of the Work Product or any Third Party Intellectual Property is held, or TO Contractor or the State reasonably determines that it could be held, to infringe, misappropriate or otherwise violate any third party intellectual property right, TO Contractor (after consultation with the State and at no cost to the State): (a) shall procure for the State the right to continue using the item in accordance with its rights under this TO Contract; (b) replace the item with an item that does not infringe, misappropriate or otherwise violate any third party intellectual property rights and, in the State's sole and absolute determination, complies with the item's specifications, and all rights of use and/or ownership set forth in this TO Contract; or (c) modify the item so that it no longer infringes, misappropriates or otherwise violates any third party intellectual property right and, in the State's sole and absolute determination, complies with the item's specifications and all rights of use and/or ownership set forth in this TO Contract.
7. Except for any Pre-Existing Intellectual Property and Third-Party Intellectual Property, TO Contractor shall not acquire any right, title or interest (including any intellectual property rights subsisting therein) in or to any goods, software, technical information, specifications, drawings, records, documentation, data or any other materials (including any derivative works thereof) provided by the State to the TO Contractor. Notwithstanding anything to the contrary herein, the State may, in its sole and absolute discretion, grant the TO Contractor a license to such materials, subject to the terms of a separate writing executed by the TO Contractor and an authorized representative of the State.
8. TO Contractor, on behalf of itself and its subcontractors, hereby agrees not to incorporate, link, distribute or use any Third-party Intellectual Property in such a way that: (a) creates, purports to create or has the potential to create, obligations with respect to any State software (including any deliverable hereunder), including without limitation the distribution or disclosure of any source code; or (b) grants, purports to grant, or has the potential to grant to any third-party any rights to or immunities under any State intellectual property or proprietary rights. Without limiting the generality of the foregoing, neither TO Contractor nor any of its subcontractors shall incorporate, link, distribute or use, in conjunction with the Work Product, any code or software licensed under the GNU General Public License ("GPL"), Lesser General Public License ("LGPL"), Affero GPL ("AGPL"), European Community Public License ("ECPL"), Mozilla, or any other open source license, in any manner that could cause or could be interpreted or asserted to cause any State software (or any modifications thereto) to become subject to the terms of the GPL, LGPL, AGPL, ECPL, Mozilla or such other open source software.
9. Without limiting the generality of the foregoing, neither TO Contractor nor any of its subcontractors shall use any software or technology in a manner that will cause any patents, copyrights or other intellectual property which are owned or controlled by the State or any of its affiliates (or for which the State or any of its subcontractors has received license rights) to become subject to any encumbrance or terms and conditions of any third-party or open source license (including, without limitation, any open source license listed on <http://www.opensource.org/licenses/alphabetical>) (each an "Open Source License"). These restrictions, limitations, exclusions and conditions shall apply even if the State or any of its subcontractors becomes aware of or fails to act in a manner to address any violation or failure to comply therewith. No act by the State or any of its subcontractors that is undertaken under this TO Agreement as to any software or technology shall be construed as intending to cause any patents, copyrights or other intellectual property that are owned or controlled by the State (or for which the State

has received license rights) to become subject to any encumbrance or terms and conditions of any Open Source License.

- 10. The TO Contractor shall report to the COM, promptly and in written detail, each notice or claim of copyright infringement received by the TO Contractor with respect to all Work Product delivered under this TO Contract.

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____ Title: _____

Witness Name (Typed or Printed): _____

Witness Signature and Date: _____