

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

**MHSO GRANTS MANAGEMENT SYSTEM (GMS)
DEVELOPMENT, ENHANCEMENT, AND SUPPORT**

CATS+ TORFP #J00B5400006



Maryland Department of Transportation (MDOT)
Motor Vehicle Administration (MVA)
Maryland Highway Safety Office (MHSO)

Issue Date: March 20, 2015

Small Business Reserve Only

NOTICE TO BIDDERS/OFFERORS
SMALL BUSINESS RESERVE SOLICITATION

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

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

- A. It is independently owned and operated;
- B. It is not a subsidiary of another business;
- C. It is not dominant in its field of operation; and
- D1) With respect to employees:
 - (a) Its wholesale operations did not employ more than 50 persons in its most recently completed 3 fiscal years;
 - (b) Its retail operations did not employ more than 25 persons in its most recently completed 3 fiscal years;
 - (c) Its manufacturing operations did not employ more than 100 persons in its most recently completed 3 fiscal years;
 - (d) Its service operations did not employ more than 100 persons in its most recently completed 3 fiscal years;
 - (e) Its construction operations did not employ more than 50 persons in its most recently completed 3 fiscal years; and
 - (f) The architectural and engineering services of the business did not employ more than 100 persons in its most recently completed 3 fiscal years; or
- D2) With respect to gross sales:
 - (a) The gross sales of its wholesale operations did not exceed an average of \$4,000,000 in its most recently completed 3 fiscal years;
 - (b) The gross sales of its retail operations did not exceed an average of \$3,000,000 in its most recently completed 3 fiscal years;
 - (c) The gross sales of its manufacturing operations did not exceed an average of \$2,000,000 in its most recently completed 3 fiscal years;
 - (d) The gross sales of its service operations did not exceed an average of \$10,000,000 in its most recently completed 3 fiscal years;
 - (e) The gross sales of its construction operations did not exceed an average of \$7,000,000 in its most recently completed 3 fiscal years; and

(f) The gross sales of its architectural and engineering operations did not exceed an average of \$4,500,000 in its most recently completed 3 fiscal years.

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

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

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KEY INFORMATION SUMMARY SHEET

This CATS+ TORFP J00B5400006 is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - 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 3).

Solicitation Name and Solicitation Number	MHSO Grants Management System (GMS) Development, Enhancement, and Support- J00B5400006
Functional Area:	Functional Area 2 – Web and Internet Systems
Issue Date:	March 20, 2015
TO Pre-Proposal Conference:	Maryland Department of Transportation (MDOT) Headquarters, 7201 Corporate Center Drive, Hanover, Maryland 21076 on Friday, April 3, 2015 at 10:00 am Local Time in the 4th Floor Board Room See Attachment 6 for directions and registration form. Offerors must complete registration form per instructions
Questions Due Date and Time:	Monday, April 6, 2015 at 2:00 p.m. Local Time
Closing Date and Exact Time:	Thursday April 16, 2015 at 2:00 p.m. Local Time
TO Requesting Agency:	Motor Vehicle Administration (MVA) Maryland Highway safety Office (MHSO)
Send Questions and TO Proposals to:	Joseph Palechek jpalechek@mdot.state.md.us
TO Procurement Officer:	Joseph Palechek Office Phone Number: 410-865-1129 Office Fax Number: 410-865-1388
TO Manager:	Bruce Chaillou Office Phone Number: (410) 787-7976 e-mail address: bchaillou@mdot.state.md.us
TO Type:	Time and Materials
Period of Performance:	One (1) year base period, and One (1) option year
MBE Goal:	0%
VSBE Goal:	0%
Small Business Reserve (SBR):	Yes
Primary Place of Performance:	Motor Vehicle Administration (MVA)-Office of Information Resources (OIR) Building 6601 Ritchie Highway Glen Burnie, MD 21062

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 is 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; ensuring compliance with the terms and conditions of the CATS+ Master Contract.
 - a. The TO 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.
- C. **TO Contractor** – The CATS+ Master Contractor awarded the TO. The TO Contractor shall provide human resources as necessary to perform the services described in this TORFP Scope of Work.
- D. **TO Contractor Manager** – TO Contractor Manager will serve as primary point of contact with the TO Manager to regularly discuss progress of tasks, upcoming tasking, historical performance, and resolve any issues that may arise pertaining to the TO Contractor Personnel. The TO Contractor Manager will serve as liaison between the TO Manager and the senior TO Contractor management.
 - a. The TO Contractor will provide invoices as specified under Section 2.12 Invoicing. The TO Contractor is responsible for making payments to the TO Contractor personnel.
- E. **TO Contractor Personnel** – Any resource provided by the TO Contractor in support of this TORFP over the course of the TO period of performance.
- F. **Key Personnel** – Any individual named in the TO Proposal by the Master Contractor to perform work under the scope of this TORFP. Proposed personnel shall start as of TO Agreement issuance unless specified otherwise.
- G. **MDOT Contract Management Office (CMO)** The CMO is responsible for management of the TO contract after award.

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 2 - 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 submission is determined by the date and time of arrival in the TO Procurement Officer's e-mail inbox.

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

1.5 INTERVIEWS

All Offerors and proposed staff will be required to make an oral presentation to State representatives in the form of 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 interviews.

Interviews, which are a type of oral presentation, 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 interviews, determine whether phone or in-person interviews will be utilized.

In the event that more than ten (10) qualified proposals are received, the TO Procurement Officer may elect to follow a down-select process as more fully described in Section 4.3.

1.6 QUESTIONS

All questions must be submitted via email 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 Procurement Officer.

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 Offerors are encouraged to attend in order to facilitate better preparation of their proposals.

Seating at pre-proposal conference will be limited to two (2) attendees per company. Attendees should bring a copy of the TORFP and 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 summary will be distributed via email 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 email the Procurement Officer indicating your planned attendance no later than two (2) 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 conflicts 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 for this TORFP is limited to two (2) times the total TO Agreement amount.

1.10 CHANGE ORDERS

If the TO Contractor is required to perform work beyond the scope of Section 2 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 be included in the fully loaded labor rates for services performed under the resulting Task Order.

1.12 MINORITY BUSINESS ENTERPRISE (MBE)

This TORFP has no MBE goals or sub-goals as stated in the Key Information Summary Sheet above.

1.13 VETERAN OWNED SMALL BUSINESS ENTERPRISE (VSBE)

This TORFP has no VSBE subcontract participation goal as stated in the Key Information Summary Sheet above.

1.14 NON-DISCLOSURE AGREEMENT

1.14.1 NON-DISCLOSURE AGREEMENT (OFFEROR)

Certain system documentation may be available for Master Contractors to review at a reading room at Maryland Vehicle Administration (MVA)-Maryland Highway Safety Office's (MHSO) address as listed in the Key Information Summary Sheet. Master Contractors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of Attachment 10. Please contact the TO Procurement Officer to schedule an appointment.

1.14.2 NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

Certain system documentation may be required by the TO in order to fulfill the requirements of the TO Agreement. The TO Contractor, employees and agents who review such documents will be required to sign a Non-Disclosure Agreement (TO Contractor) in the form of Attachment 11.

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 13 of this TORFP.

1.16 IRANIAN NON-INVESTMENT

All TO Proposals shall be accompanied by a completed Certification Regarding Investments in Iran, Attachment 16 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 12 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 SECTION IS NOT APPLICABLE TO THIS TORFP.

1.19 PURCHASING AND RECYCLING ELECTRONIC PRODUCTS

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

1.20 SYSTEM AND DATA RIGHTS

MVA-MHSO is the sole and exclusive owner of the Grants Management System (GMS) source code, all future development, and enhancements to the GMS system. The TO Contractor shall have no ownership, copyright, royalty, or licensing rights to the application or its source code during the term of and beyond the termination of this Contract or any other contract with the Contractor.

1.21 SMALL BUSINESS RESERVE (SBR) PROCUREMENT

This is a SBR only Procurement for which award will be limited Certified Small Business vendors. Only businesses that meet the statutory requirements set forth in the State Finance and procurement Article Subsection 14-501-14-505, Annotated Code of Maryland, and who are registered with the Department of General Services (DGS) SBR Program is eligible for award of a contract. See Attachment 20.

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SECTION 2 - SCOPE OF WORK

2.1 PURPOSE

Maryland Department of Transportation (MDOT), on behalf of MVA-MHSO, is issuing this CATS+ TORFP to select a single TO Contractor to provide two (2) contractor resources for software development and system support services to modify, enhance and maintain its Grants Management System (GMS) during the term of the contract.

The TO Contractor shall provide the necessary resources to perform the following major tasks within this TORFP:

1. Analyze and document the business processes contained in the GMS system.
2. Analyze and document the GMS software source code.
3. Meet with MVA-MHSO and discuss, analyze and document existing Grant Management business processes. As required conduct business reengineering discussions with MVA-MHSO. Develop recommendation for changes to existing MVA-MHSO grant management business processes and modifications to the GMS.
4. Upon approval of #3 recommendations, jointly with MVA Office of Information Resources (OIR) and MVA Central Operations and Safety Programs (COSPP) develop a project plan to build all modifications and enhancements to the GMS.
5. Work as a team member of the OIR technical team assigned to this task order.
6. Execute the Project Plan. Conduct requirements analysis, testing, training, documentation and implementation to promote high quality deployments that are consistent with the business needs of the agency.
7. Provide end-of-contract transition services to the State or a replacement vendor.

2.2 REQUESTING AGENCY BACKGROUND

The MHSO is housed within the Maryland MVA in the Central Operations and Safety Programs Division. The Federal Highway Safety Act of 1966 makes Maryland's Governor responsible for preparing and administering a statewide highway safety program to reduce traffic crashes and the resulting injuries and fatalities. The MVA Administrator serves as Maryland's Governor's Highway Safety Representative (GR) and provides overall leadership for this program. The MHSO receives funding from the National Highway Traffic Safety Administration (NHTSA) for use at the statewide and local levels. This funding is managed by a Grants Management Team. This team is responsible for guiding the grants management process for the MHSO. This team determines the timeline for the annual application process, identifies changes to grantee documents, evaluates training needs for applicants and creates or modifies procedures as required. The grant process is currently tracked through a Commercial of the Shelf System (COTS) product known as SHARP. This current system is not meeting the business needs of the MHSO office.

The MVA continues to evolve as changes in technology and new federal and state laws have presented new challenges. However, the Maryland MVA is continuously researching best practices in Maryland and from around the nation and also takes a lead role in implementing innovative approaches to promote driver safety, security of information and engage in a never-ending quest to improve customer service.

2.3 EXISTING SYSTEM DESCRIPTION

Pursuant to the MVA-MHSO mandate of funding highway safety projects, MVA-MHSO employed several methods and processes for awarding and tracking grants. Originally, all grants were managed with paper forms mailed in by grantees. In 2010, the MVA-MHSO implemented a COTS solution called SHARP to manage its grant workload. The MHSO-SHARP application became a critical system for the processing and management of grant applications and awards. SHARP tracks information for many organizations and manages over 130 active-status grants on an annual basis. Nonetheless, the SHARP solution is failing to meet the current and future business needs of the office because the MVA is unable to modify or enhance the COTS product due to business and technical limitations.

The Governor's Office of Crime Control & Prevention (GOCCP) built a custom software solution, Grants Management System (GMS), to manage that agency's grants. In efforts to meet the business needs of the MHSO, the MVA-MHSO and the GOCCP entered into an agreement whereby GOCCP provided the MVA-MHSO with the GMS system. The GOCCP provided the MHSO with the source code and associated documentation of the GMS. As part of the agreement with GOCCP, the MVA is solely responsible for all costs associated with the copying, transference and acquisition of this Source Code to include but not limited to, installation, training, updates, enhancements, and maintenance services. The MVA is in the process of installing a copy of the GMS onto its software development test environments. Additionally, the MVA will utilize this contract to analyze the GMS to determine the scope of changes needed for the system to be sufficiently modified to meet the Grant business processes for the MVA-MHSO. The contractor resources identified in this TORFP will augment a MVA Software Development team.

2.3.1 FEATURES OF THE CURRENT GMS SOURCE CODE

1. **User Interface** – The end user interface uses an industry standards-compliant web browser.
2. **Access Roles** – Administrators can control what parts of the system each user can access through role assignment.
3. **Audit Trail** – Critical actions taken by users in the system are tracked via a transaction log.
4. **Workflow Engine** – Certain objects in the system have a "Status" property which is changed based on what point in the Grant Lifecycle that object currently is at. Various events are able to be triggered on the occurrence of a status change of an object.
5. **Reporting** – The system uses an MVA approved reporting tool such as SQL reporting tools or Crystal Reports.
6. **Interfaces** – this system has an existing interface to the Federal Tracking System
7. **Secure** – All communication with the system is encrypted by an RSA 2048-bit SSL certificate.

2.3.2 SYSTEM OVERVIEW

GMS functionality is provided in logical modules that interact to address the MVA-MHSO grant management business process. Users are only be given access to functionality that applies to their specific job, based on roles assigned to them by the administrator. Roles are created to address each function in the grant management process, and can easily be added to accommodate new requirements.

Functionality provided in sub-modules is in turn made available to users via choices in each menu item. Menu items will change based on the permissions (roles) assigned to a user by the administrator. For example, internal GOCCP users see a Funding Management menu item that allows them to set up funding allocations and create/post Notice of Funding Availability (NOFA) announcements; external users (applicants/grantees) do not see this menu item.

2.3.3 GRANT APPLICATION PROCESS

Below is an example of how the Grant process works today, and how it will work with the GMS once adapted for MVA.

- 2.3.3.1** An external user logs into GMS via their web browser, reviews available funding, and clicks the Apply button on one of the available funding programs to create a grant application.
- 2.3.3.2** The web server passes the request to the application server, which validates the user based on role permission and queries the database for the Applicant Agency, Implementing Agency, and Project Dates associated with the funding program selected by the user.
- 2.3.3.3** The database server performs the required SQL joins and passes the resulting information back to the application server.
- 2.3.3.4** The application server passes the data along with instructions on what fields the user will be required to enter to successfully complete the initial application page (Project Title, Preparer Information, etc.) to the web server which builds the HTML page and serves it to the user's browser.

2.3.4 SYSTEM ARCHITECTURE AND DESIGN

2.3.4.1 Hardware Architecture

MVA-MHSO currently possesses the IT Systems hardware required to support the GMS system. The MVA-MHSO has implemented a web server, application and database server required to platform the GMS. The hardware will be supported by the MVA LAN network group.

2.3.4.2 GMS System Software

1. OS: Microsoft Windows Server 2012 / ASP.NET, .Net 4.5 Framework
2. Web Server: Microsoft IIS 7.5
3. Database: Microsoft SQL Server 2012
4. Reporting: SQL Server Reporting Services

2.3.4.3 Software Development tools - The following software development tools are used in the development and support of GMS:

1. Microsoft Visual Studio 2012/2013
2. ASP.NET 4.5 / AJAX
3. Microsoft Hyper-V technology
4. Microsoft SQL Server Management Studio
5. Telerik RadControls for ASP.NET AJAX

6. Telerik Reporting

2.3.4.4 File and Database Design

The new GMS database consists of 156 base tables, four (4) views which allow SELECT functionality without access to the base tables, six (6) tables required by the ASP.NET programming environment, and eight (8) tables reserved for administrative functionality.

Validation rules are implemented by database settings (data type, nullable column, foreign keys, etc.) and any additional validation is performed by the application layer (presentation layer).

All data elements output in standard Transact-SQL (T-SQL) output format. None of the data elements included in the data dictionary contain aliases other than short names for tables as described by the data dictionary.

All data access is done through stored procedures in a business logic layer written utilizing Microsoft SQL Server's native T-SQL calls. T-SQL statements utilize fire-hose cursors (e.g., FAST_FORWARD) for all data retrieval, unless extenuating circumstances provide the need to deviate from this standard. All data updates are performed by INSERT and UPDATE statements within the business logic layer stored procedures.

2.3.4.5 GMS Security Architecture

Developed as an ASP.NET application, the GMS utilize built-in ASP.NET security features. GOCCP created a new "Membership Framework" user security system specifically for GMS modeled from Microsoft .NET framework standards to provide authentication and authorization. GMS ASP.NET security infrastructure functions as follows:

GMS (https) clients communicate with the GMS ASP.NET application through IIS. IIS authenticates the request if required and then locates the requested resource (such as an ASP.NET application). If the client is authorized, the resource is made available.

User access to specific system functionality is controlled by assigning User Roles to accounts. There are 20 different Roles currently defined in the GMS.

2.3.4.6 System Integrity Controls

The GMS application keeps an audit trail of every transaction by every user for the duration of their session. Recorded events include:

1. Login Credentials
2. User Roles
3. All Data Entry contains either Old Value or New Value
4. Where entry is made at the table and field level
5. Date and Time
6. User ID

2.4 PROFESSIONAL DEVELOPMENT

The TO Contractor shall ensure continuing education opportunities for the personnel provided to support this TORFP. Further, any IT services personnel obtained under this TORFP shall maintain any required professional certifications for the duration of the resulting TO.

The time allocated to these continuing education activities for staff deployed to MVA-MHSO on a full-time basis may not be charged to this task order. Actual course costs, travel, and related expenses are the responsibility of the TO Contractor. Eligible continuing education shall be associated with technologies currently used or anticipated for use MVA-MHSO in the near future.

2.5 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.

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

2.6 REQUIREMENTS

2.6.1 TO CONTRACTOR RESPONSIBILITIES

The TO Contractor shall provide staffing and resources to fully supply the following services:

2.6.1.1 Transition Management

1. **Transition INTO Contract** - The TO Contractor shall perform activities necessary to support transition of GMS into the MVA environment and support the TO Contractor's readiness to perform work (e.g., assist in setting up development environment, becoming knowledgeable regarding source code and documentation). The TO Contractor shall perform an analysis of the current state of the system, including review and capture of processes, procedures, supporting mechanisms, equipment/software/license inventory, accounts and passwords, documentation, utilization, performance, and capacity. MVA-MHSO will maintain an active role with the TO Contractor's Business Analyst in the requirements writing and testing processes throughout the life of the project, and will be available to facilitate knowledge transfer to the TO Contractor awarded this TORFP.

2. **Transition OUT of Contract** - The TO Contractor shall support requested activities for technical, business, and administrative support to ensure effective and efficient end-of-contract transition to the State or another State Contractor. Examples of these activities include a final project debrief meeting, organization and handoff of project materials, documentation, electronic media, any final reports, updated work plans, and final invoices. The TO Contractor shall ensure that all necessary knowledge and materials for the tasks completed is transferred to the custody of State personnel, including complete source code, scripts and other technical resources to maintain the application. The TO Contractor shall also:
 - a. At the State’s discretion, complete tasks and any unfinished work plan items.
 - b. Document any current risk factors and suggested solutions.
 - c. Ensure that all documentation and data is current and complete with a hard and soft copy in a format prescribed by the TO Manager.

2.6.1.2 Development

1. **New Development & Enhancements** - The TO Contractor shall deliver releases of new and modified application code to correct and enhance the system as designated.. The TO Contractor shall perform all necessary technical design, programming, development, unit/integration/system testing, scripting, configuring or customizing of application modules as defined in, and required by MVA-MHSO software release management process (Section 2.8.1.1). As part of each release cycle, or as requested by MVA-MHSO, the TO Contractor may be asked to provide updates to any applicable system documentation and other SDLC artifacts that have been impacted by changes to the system.
2. **Problem Resolution, Bugs**
 - a. The TO Contractor shall be responsible for resolving problems reported by MVA-MHSO or identified by the TO Contractor. The TO Contractor shall be responsible for resolving system performance, malfunction, or deviation from the approved technical and functional specifications of the system, including any compatibility problems with third party software or operation system software.
 - b. The TO Contractor shall log reported problems upon receipt and monitor, control and report on each problem until it is corrected.
3. **User Acceptance Testing (UAT) Environment**

The TO Manager shall implement a user acceptance test (UAT) environment (hardware, system software, application software, utilities and tools) for the purpose of unit and acceptance testing of System Releases. The test environment shall have the capacities required for testing, and should utilize a capacity that is the same as the target production environment to validate configuration designs.
4. **Data Refresh into the Test Environment** - After the first production Release, data refreshes of Production Data to the Test Environment shall be supported “on demand” for Agency acceptance testing associated to each release and/or production issue troubleshooting.

2.6.1.3 Configuration Management - The TO Contractor shall follow MVA structured configuration management principles. The successful TO Contractor shall demonstrate expertise creating and consistently using internal standards in software configuration management. This shall include:

- a. A source code repository system of Team Foundation Server
- b. Consistent check-in, check-out processes
- c. Code commentary
- d. Regression testing
- e. Version control including the ability to roll back and deploy previous versions
- f. Standard naming conventions
- g. Code validation and audit standards

2.6.1.4 Compatibility - The TO Contractor shall ensure:

- a. That any and all support, including all the software components that make up the system, maintain full compatibility with all current interfacing systems, security systems, and telecommunications systems,
- b. That any and all support does not compromise any system (system level or component level) compatibility,
- c. That the GMS remain compatible with current and future State operating system software or any third party software used in direct association with the GMS to carry out the State's business functions, as identified in technical and functional requirements.

2.6.2 TO CONTRACTOR PERSONNEL DUTIES AND RESPONSIBILITIES - The TO Contractor proposed personnel shall carry out tasks as assigned via MVA Management. At a minimum, TO Contractor personnel under this TORFP shall perform the following as required:

2.6.2.1 Documentation

- a. Update and maintain any existing system and user documentation and manuals.
- b. Develop and maintain training materials for the agency's GMS software including user guides and training videos.
- c. Prepare documentation to describe new or changed processes and ensure that all aspects of the system are properly documented, including but not limited to:
- d. Create and update technical and function specification for software
- e. Create Interface specifications
- f. Document resource requirements
- g. Create release notes
- h. Update design documentation & Database schemas
- i. Create or revise other documentation as directed by MVA

2.6.2.2 Business Analysis and Requirements Management - The TO Contractor shall develop, document, and finalize scope of work and both technical and non-technical requirements in accordance with the identified objectives. MVA-MHSO requires an Analyst from the TO Contractor for the purposes of:

- a. Analyze and document the business processes contained in the MVA-MHSO GMS system.

- b. Eliciting MVA-MHSO requirements using interviews, document analysis, requirements workshops, site visits, business process descriptions, use cases, scenarios, business analysis, task, and workflow analysis.
- c. Critically evaluating information gathered from multiple sources to reconcile requirements conflicts between GMS and the existing MVA-MHSO business processes, decompose high-level requirements information into detail requirements, and distinguish user requests from the underlying existing needs.
- d. Proactively communicating and collaborating with external and internal project stakeholders to analyze information needs and functional requirements and deliver appropriate State SDLC artifacts as defined through work orders.
- e. Implementing and utilizing a MVA approved process to manage requirements definition and analysis.
- f. Documenting requirements in acceptable State of Maryland Department of Information Technology (DOIT) standards.
- g. Analyzing and evaluating requirements by constructing workflow charts and diagrams. This will include studying current source code and the system capabilities, and identifying improvement in current system processes and functionality in order to recommend modifications.
- h. Recommending controls by identifying existing problems to write to-be procedures.

2.6.2.3 Software Release Management

1. When delivering code through a software release, MVA-MHSO requires TO Contractor to consistently follow the MVA-MHSO process. The Software Release Management process includes revision control and the establishment of baselines. The TO Contractor shall use documented MVA specified release management procedures.
2. Software releases are to be developed and deployed on a consistent planned iteration schedule.

2.6.2.4 Production Release Process - TO Contractor shall utilize this process when releasing software to production:

1. The TO Contractor shall generate a Software Release Email (SRE) to the IT Operations Manager. The email shall include all items addressed in the build, and iteration number being moved to the Test environment. It may reference the web enabled bug and release tracking tool (Section 2.6.1.2).
2. The TO Contractor shall be responsible for releasing all iterations into the Test environment. All deployments to Acceptance and Production will be performed by MVA personnel.
3. The TO Contractor shall provide software releases as part of scheduled afterhours work. To reduce uptime performance quality reduction, TO Contractor shall:
4. Prior and after each release has been moved to the Test environment, the TO Contractor shall alert the MVA-MHSO IT Quality Management (QM) Manager that the iteration is ready to test.

5. When the iteration is ready for testing, the MVA-MHSO QM Manager will assign staff to test the release.
6. The TO Contractor shall work to quickly address issues logged into TFS and notify users when they can retest. Once notified of the correction, MVA-MHSO QM staff will retest the release.
7. The TO Contractor shall conduct thorough regression testing of the entire system to prevent the iteration's release from negatively impacting any other element of the GMS.
8. TO Contractor shall not load a software release into Production without the release first being tested and accepted by the MVA-MHSO TO Manager.
9. After the release has been approved by MVA-MHSO in the Test environment, the TO QM Manager will notify the TO Contractor Project Manager to schedule the software release to be uploaded to Production.

If the software release impacts other applications interfacing with the GMS, the TO Contractor shall work with and coordinate the release of the software with the support staff for those interfaces.

2.6.3 SERVICE LEVEL AGREEMENT (SLA)

THIS SECTION IS NOT APPLICABLE TO THIS TORFP

2.6.4 BACKUP / DISASTER RECOVERY

THIS SECTION IS NOT APPLICABLE TO THIS TORFP

2.6.5 REQUIREMENTS FOR HARDWARE, SOFTWARE, AND MATERIALS

There is no planned hardware, software, licenses, or materials to be purchased under this Task Order. All development work shall occur at the MVA-MHSO facilities with the use of its own hardware and software. All systems will be maintained and hosted at the MVA-MHSO facilities, including the complete development and test environments.

2.7 PERFORMANCE AND PERSONNEL

2.7.1 WORK HOURS

- a. Business Hours : 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 MVA-MHSO. 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. Scheduled Non-Business Hours Support: After hours support may be necessary to respond to IT Security emergency situations. Additionally, services may also involve some evening and/or weekend hours performing planned system upgrades in addition to core business hours. Hours performing system upgrades would be billed on actual time worked at the rates proposed.

- c. 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.
- d. Minimum and Maximum Hours: Full-time TO Contractor personnel shall work a minimum of 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. TO Contractor personnel may only invoice above 40 hours per week with prior written approval from the TO Manager.
- e. Vacation Hours: Requests for leave shall be submitted to the TO Manager at least two 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.

2.7.2 PERFORMANCE EVALUATION

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

2.7.3 PERFORMANCE ISSUE MITIGATION

At any time during the TO period of performance, should the performance of a TO Contractor resource be unsatisfactory as determined by the TO Manager, MVA-MHSO will pursue the following mitigation procedures prior to requesting a replacement employee:

- a. The TO Manager shall document performance issues and give written notice to the TO Contractor, and MDOT CMO, clearly describing problems and delineating remediation requirement(s).
- b. The TO Contractor shall respond with a written remediation plan within three (3) business days and implement the plan immediately upon written acceptance by MDOT CMO.
- c. Should performance issues persist, MDOT CMO may give written notice or request the immediate removal of person(s) whose performance is at issue, and determine whether a substitution is required.

2.7.4 SUBSTITUTION PRIOR TO TASK ORDER EXECUTION

Prior to Task Order Execution or within thirty (30) days after Task Order Execution, the Offeror may substitute proposed 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 demonstrate to the State's satisfaction the event necessitating substitution and that the originally proposed staff is actual full-time personnel employed directly with the Offeror (subcontractors, temporary staff or 1099 contractors do not qualify). Proposed substitutions shall be of equal caliber or higher, in the State's sole

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

An **Extraordinary Personnel Event** – means Leave under the Family Medical Leave Act; or an incapacitating injury or incapacitating illness; or other circumstances that in the sole discretion of the State warrant an extended leave of absence, such as extended jury duty or extended military service.

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 personnel specifying their intended approved labor category. Any proposed substitute personnel shall have qualifications equal to or better than those of the replaced personnel.
- c. Proposed substitute personnel shall be approved by the TO Manager and MDOT CMO. The TO Manager shall have the option to interview the proposed substitute personnel. After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the requested substitution.
- d. In the event of staff replacement for any reason, the TO Contractor is responsible for providing the knowledge transfer to the approved replacement staff resource. This knowledge transfer shall be performed at no additional cost to MVA-MHSO. Frequent staff replacements may result in termination of this contract.

2.7.5 PREMISES AND OPERATIONAL SECURITY

The primary work location for this TO will be MVA-MHSO offices in our OIR Building.

- a. Prior to commencement of work, (refer to Attachment 19 Criminal Background Check Affidavit) TO Contractor employees and subcontractors to be assigned to perform work under the resulting TO Agreement shall be required to submit background check certification to MVA-MHSO from recognized Law Enforcement Agencies, including the FBI. TO Contractor shall be responsible for ensuring that its employees' and subcontractors' background check certifications are renewed annually, and at the sole expense to the TO Contractor. MVA-MHSO reserves the right to disqualify any TO Contractor employees or subcontractors whose background checks suggest conduct, involvements, and/or associations that MVA-MHSO determines, in its sole discretion, may be inconsistent with the performance and/or security requirements set forth in this TORFP. MVA-MHSO reserves the right to perform additional background checks on TO Contractor and Personnel.
- b. Further, TO Contractor Personnel may be subject to random security checks during entry and exit of State secured areas. The State reserves the right to require TO Contractor employees and subcontractors to be accompanied while on secured premises.

- c. TO Contractor employees shall, while on State premises, display their State issued identification cards without exception.
- d. TO Contractor shall require its employees to follow the State of Maryland and MVA-MHSO IT Security Policy and Standards throughout the term of the Contract.
- e. The State reserves the right to request that the TO Contractor submit proof of employment authorization of non-United States citizens, prior to commencement of work under the Task Order.
- f. TO Contractor shall remove any TO Contractor Personnel from working on the resulting TO Agreement where the State of Maryland provides evidence to the TO Contractor that said employee has not adhered to the security requirements specified herein.
- g. The cost of complying with all security requirements specified herein are the sole responsibilities and obligations 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.

2.8 DELIVERABLES

2.8.1 DELIVERABLE SUBMISSION

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP

2.8.2 DELIVERABLE DESCRIPTIONS / ACCEPTANCE CRITERIA

The TO Contractor may suggest other subtasks, artifacts, or deliverables to improve the quality and success of the assigned tasks.

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
2.8.4.1	Weekly MS Word Document reports to include:	TO Contractor personnel shall provide to the TO Manager a weekly status/activity report of projects and tasks assigned, work completed, and outstanding assignments. <ul style="list-style-type: none"> • Work planned for the next reporting period • Work completed for the current reporting period Shall include information on schedule, risk, issues, work, and action items	Receipt by close of business Friday following the previous week. As assigned throughout task order.
2.8.4.2	Monthly Timesheet per Resource	TO Contractor shall provide a means of reporting time for each resource that will show hours spent on tasks and activities per month.	Monthly, by the first 10 business days of the month.

2.9 MINIMUM QUALIFICATIONS

2.9.1 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.

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

- a) At least five (5) years of demonstrated experience providing software development personnel and support personnel.

At least two (2) years must be as a prime contractor

- b) Personnel placed must include at least one placement in at least three of the following areas of expertise (the same individual in the same role may NOT be used to demonstrate the same expertise). The personnel must have been working on the assignment within the last two years.:

- i. Project Management and Planning
- ii. Software Design and Coding
- iii. Requirements Management
- iv. Database Design and Support
- v. Unit, System, and User Acceptance Testing
- vi. Performance and Stress Testing
- vii. Database management and tuning.

c) OFFEROR'S PERSONNEL MINIMUM QUALIFICATIONS

Only those Master Contractors supplying key proposed personnel that fully meet all minimum qualification criteria shall be eligible for TORFP proposal evaluation.

For the personnel proposed under this TORFP, proposed resources 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 two (2) named personnel in its proposal.

Resumes shall clearly outline starting dates and ending dates for each applicable experience or skills.

Personnel working on this contract shall meet the following qualifications noted in Section 2.9.2.1 and 2.9.2.2.

2.9.1.1 Senior Systems Analyst

1. The Senior Systems Analyst must have five (5) years of experience in working on computer systems through a full System Development Life Cycle (SDLC),

which must include the following phases: requirements analysis and conceptual design, system design review, critical design review, installation, integration, and testing.

2. The Senior Systems Analyst must have a minimum of four (4) years of experience providing requirements gathering.
3. The Senior Systems Analyst must have a minimum of four (4) years of requirements analysis , including both functional and non functional analysis
4. The Senior Systems Analyst must have five (5) years of experience in supporting a system after deployment (full life-cycle support), where full life-cycle support includes phases that include elements maintenance, administration, and management.
5. The Senior Systems Analyst must have four (4) years of working experience as a systems analyst in a Microsoft .Net N-tier computing architecture.

2.9.1.2 Application Developer, Advanced Technology (Senior)

1. At least four (4) years of experience providing software development services in the Microsoft .Net technology.
2. At least three (3) years of experience in each of the following qualification areas:
 - a. Microsoft Visual Studio 2010 and later.
 - b. ASP.NET 4
 - c. Microsoft Windows Server 2012 or later
 - d. Microsoft IIS 7.5 or later
 - e. Microsoft SQL Server 2012 or later
3. At least two (2) years of experience in at least two (2) of the following qualification areas:
 - a. Telerik RadControls for ASP.NET
 - b. Telerik Reporting
 - c. Microsoft SQL Server Management Studio
 - d. Report generation that incorporates HTML (or Rich Text) formatted data including charts, tables, and images.

2.10 TO CONTRACTOR PERSONNEL PREFERRED QUALIFICATIONS

The Master Contractor's proposal shall demonstrate the following additional requirements:

The following qualifications are expected for any individuals proposed and will be evaluated as part of the technical proposal.

1. At least one (1) year developing Case Management Systems or similar Contracts and/or Procurement Management Systems

2. At least one (1) year experience with automated testing solutions in a software development environment.
3. Experience in web application performance testing, tuning, and automation.
4. Experience in GUI automation.
5. Strong communication skills dealing with multiple management and staff level positions.
6. The Senior Systems Analyst must have five (5) years of experience in performing requirements analysis for a wide range of users in areas such as office automation, and finance and accounting.

2.11 RETAINAGE

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

2.12 INVOICING

Invoicing shall be submitted monthly. 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 contain the TO Contractor's Federal Tax Identification Number, as well as the information described below, and shall be submitted to the TO Manager for payment approval, as described below. Invoices shall be submitted monthly.

Payment will only be made upon completion and acceptance of the deliverables as defined in Section 2.8.

Please submit invoices to MVA Accounts Payable, 6601 Ritchie Highway, NE, Room 220, Glen Burnie, MD., 21062 or MVAAPinvoices@mdot.state.md.us.

2.12.1 TIME SHEET SUBMISSION AND ACCEPTANCE

Within three 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 [TO Contractor Personnel]"
- B) Issuing company name, address, and telephone number
- C) For each employee /resource:
 - a) Employee / resource name
 - b) For each week ending date, e.g., "Week Ending: mm/dd/yyyy" (weeks run Sunday through Saturday)
 - (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 week
 - (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 weekly variances)
D) Signature and date lines for the TO Manager

Submission of time sheets shall be to the TO Manager for approval by signature.

INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

- A. A proper invoice shall identify “MVA-MHSO ” as the recipient and contain the following information: date of invoice, TO Agreement number, work order description, work order number, period of performance covered by the invoice, a total invoice amount, and a TO Contractor point of contact with telephone number. Also include for each person covered by the invoice the following, individually listed per person: name, hours worked, hourly labor rate, invoice amount at email address:
bchaillou@mdot.state.md.us
- B. 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.

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SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 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.

3.2 SUBMISSION

The TO Proposal shall be submitted via two e-mails, each not to exceed 8 MB.

MVA-MHSO can only accept e-mails that are less than or equal to 8 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 email, with two attachments. This email shall include:

- a. Subject line "CATS+ TORFP #J00B5400006 Technical" plus the Master Contractor Name
- b. One attachment labeled "TORFP #J00B5400006 Technical - Attachments" containing all Technical Proposal Attachments (see Section 3.3 below), signed and in PDF format.
- c. One attachment labeled "TORFP #J00B5400006 Technical – Proposal" in Microsoft Word format (2007 or later).

The TO Financial Proposal shall be contained in one e-mail containing as attachments all submission documents detailed in section 3.4.2, with password protection. MVA – MSHO will contact Offerors for the password to open each file. Each file shall be encrypted with the same password.

This email shall include:

- a. Subject line "CATS+ TORFP #J00B5400006 Financial" plus the Master Contractor Name
- b. One attachment labeled "TORFP #J00B5400006 Financial" containing the Financial Proposal contents, signed and in PDF format.

3.3 SUMMARY OF ATTACHMENTS

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

The following attachments shall be included with the TO Technical Proposal in PDF format:

- a. Attachment 4 – Conflict of Interest Affidavit and Disclosure - Signed PDF
- b. Attachment 5 - Labor Category Personnel Resume Summary (Form LC1) - Signed PDF
- c. Attachment 13 – Living Wage Affidavit of Agreement - Signed PDF
- d. Attachment 16 – Certification Regarding Investments in Iran - Signed PDF
- e. Attachment 20 – Small Business Contract Affidavit

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

- a. Attachment 1 – Price Sheet – Signed PDF with password protection.

3.4 PROPOSAL FORMAT

A TO Proposal shall contain the following sections in order:

3.4.1 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 Master Contractor’s understanding of the TORFP scope of work (Section 2) and proposed solution.
2. Draft Risk Assessment: Identification and prioritization of risks inherent in meeting the requirements in Section 2 - Scope of Work. Includes a description of strategies to mitigate risks. If the Risk Assessment appears as a deliverable in Section 2 – Scope of Work, that version will be a final version. Any subsequent versions should be approved through a formal configuration or change management process.
3. Assumptions: A description of any assumptions formed by the Offeror in developing the TO Technical Proposal.
4. Tools the TO Contractor owns and proposes for use to meet any requirements in Section 2.

B. Compliance with Offeror’s Company Minimum Qualifications

Offerors shall complete the following table to demonstrate compliance with the Offeror’s Company Minimum Requirements in Section 2.9.1.

Reference	Offeror Company Minimum Requirement	Evidence of Compliance
2.9.1.1A	At least five (5) years of demonstrated experience providing software development support services. At least two (2) of those years must be as a Prime contractor.	Offeror documents evidence of compliance here.
2.9.1.1B	Personnel placed must include at least one placement in at least three of the following areas of expertise (the same individual in the same role may NOT be used to demonstrate the same expertise). The personnel must have completed the assignment within the last two years: <ul style="list-style-type: none"> i. Project Management and Planning ii. Software Design and Coding iii. Requirements Management iv. Database Design and Support v. Unit, System, and User Acceptance 	Offeror documents evidence of compliance here.

	<p>Testing vi.Performance and Stress Testing vii.Database management and tuning.</p>	
2.9.1.1C	<p>Placement of at least one individual in each of the following areas of expertise, within last five(5) years. The same individual in the same role MAY be used to demonstrate the other expertise:</p> <ul style="list-style-type: none"> i. Custom workflow development within a custom workflow engine ii. Custom Dashboards 	<p>Offeror documents evidence of compliance here.</p>

C. Proposed Personnel and TORFP Staffing

Offerors shall propose exactly two (2) named resources in response to the TORFP.

1. Complete and provide Attachment 5 – Labor Category Personnel Resume Summary for each proposed resource (forms LC1)
 - a) In Form LC1 - Each proposed person’s skills and experience as they relate to the Master Contractor’s proposed solution and Section 2 – Scope of Work.
2. Provide three (3) references per proposed personnel containing the information listed in Attachment 5, Form LC1 Section A.
3. Provide the names and titles of the Master Contractor’s management staff who will supervise the personnel and quality of services rendered under this TO Agreement.

D. MBE, SBE Participation and VSBE Participation

The Offeror shall be a Small Business Enterprise (SBE) certified entity.

E. Subcontractors

THIS SECTION IS NOT APPLICABLE TO THIS TORFP because subcontractors cannot be used to demonstrate meeting minimum qualifications.

F. Overall Master Contractor 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 has completed that were similar to Section 2 - Scope of Work. Include contact information for each client organization complete with the following:
 - a) Name of organization.
 - b) Point of contact name, title, email and telephone number (point of contact shall be accessible and knowledgeable regarding experience)
 - c) Services provided as they relate to Section 2 - 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, email, 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 State personnel.

I. Confidentiality

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

3.4.2 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 proposal);
- B. Attachment 1– Price Proposal, completed in .PDF format shall be contained in one e-mail containing as attachments all submission documents detailed in Section 3.4.1.B with password protection. The TO Procurement Officer will contact Offerors for the password to open each

file. Each file shall be encrypted with the same password. Master Contractors shall list all proposed resources by approved CATS+ labor categories including all fully loaded labor rates in the price proposal. Prices shall be valid for 120 days.

- C. To be responsive to this TORFP, the Price Proposal (Attachment 1) shall provide labor rates for all labor categories. Proposed rates are not to 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. All rates/pricing shall be valid for 120 days.

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.

- D. Prices shall be valid for 120 days.

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SECTION 4 - TASK ORDER AWARD PROCESS

4.1 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 MVA-MHSO will consider all information submitted in accordance with Section 3.

4.2 TO PROPOSAL EVALUATION CRITERIA

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

- A. The overall experience, capability and references for the Master Contractor as described in the Master Contractor's TO Technical Proposal.
- B. The Master Contractor's overall understanding of the TORFP Scope of Work – Section 2. Level of understanding will be determined by the quality and accuracy of the technical proposal in adherence to Section 3.4.
- C. The capability of the proposed resources to perform the required tasks and produce the required deliverables in the TORFP Scope of Work – Section 2. Capability will be determined from each proposed individual's resume, reference checks, and oral presentation (See Section 1.5 Interviews). Demonstrated experience in the following areas will be especially sought after:
- D. Experience of proposed resources in performing Web application performance testing, tuning and improvement
- E. Experience of proposed resources with use of GUI test automation tools
- F. Demonstration of how the Master Contractor plans to staff the task order at the levels set forth in Section 2.1.

4.3 SELECTION PROCEDURES

TO Proposals will be assessed throughout the evaluation process for compliance with the minimum qualifications listed in Section 0 of this TORFP, and quality of responses to Section 3.4.1 TO Technical Proposal.

- A. Interviews will be performed for proposed personnel from all TO Proposals deemed technically qualified.

As described in Section 1.5, in the event that more than ten (10) responsive proposals, the TO Procurement Officer may perform a down select. The TO Procurement Officer will notify the Offeror at time of scheduling initial interviews whether subsequent rounds of interviews are required. When used, the down select procedures to be followed by the TO Procurement Officer are as follows:

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

- b) A technical ranking will be performed for all proposals based on initial interview. Proposals will be ranked from highest to lowest for technical merit based on the quality of the proposals submitted and interview results.
 - c) The top 10 proposals identified by the technical ranking will be notified of additional interviews. All other Offerors will be notified of non-selection for this TORFP.
- B. For TO Proposals deemed technically qualified, 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.
 - C. For TO Proposals submitted via e-mail, MVA-MHSO will contact Offerors for the password to access TO Financial Proposal data. 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.
 - D. Qualified TO Financial Proposal responses will be reviewed and ranked from lowest to highest price proposed.
 - E. The most advantageous TO Proposal considering both the technical and financial submissions shall be selected for TO award. In making this selection, the technical and financial submissions have equal weight.
 - F. All Master Contractors submitting a TO Proposal shall receive written notice from the TO Procurement Officer identifying the awardee.

4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

Commencement of work in response to a TO Agreement shall be initiated only upon issuance of a fully executed TO Agreement, a Non-Disclosure Agreement (TO Contractor), a Purchase Order, and by a Notice to Proceed authorized by the TO Procurement Officer. See Attachment 7 - Notice to Proceed (sample). A Criminal Background Check Affidavit (see Attachment 19) will also be required before work begins on the Task Order.

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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	Not Applicable	N/A
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 Category 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 Receipt of Deliverable Form	Not Applicable	N/A
Attachment 9	Agency Deliverable Product Acceptance Form (DPAF)	Not Applicable	N/A
Attachment 10	Non-Disclosure Agreement (Offeror)	Applicable	Do Not Submit with Proposal
Attachment 11	Non-Disclosure Agreement (TO Contractor)	Applicable	Do Not Submit with Proposal
Attachment 12	TO Contractor Self-Reporting Checklist	Applicable	Do Not Submit with Proposal
Attachment 13	Living Wage Affidavit of Agreement	Applicable	Submit with TO Technical Proposal
Attachment 14	Mercury Affidavit	Not Applicable	N/A
Attachment 15	Veteran Owned Small Business Enterprise Utilization Affidavit	Not Applicable	N/A
Attachment 16	Certification Regarding Investments in Iran	Applicable	Submit with TO Technical Proposal
Attachment 17	Sample work order	Not Applicable	N/A
Attachment 18	Performance Evaluation Form	Not Applicable	N/A
Attachment 19	Criminal Background Check Affidavit	Applicable	Due prior to commencement of Work
Attachment 20	Small Business Affidavit	Applicable	Submit with TO Technical 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 #J00B5400006

The total class hours (Column B) are not to be construed as “guaranteed” hours; the total number of hours is an estimate only for purposes of price sheet evaluation.

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.

Job Title	CATS+ Labor Category <i>Proposed by Master Contractor</i>	Hourly Labor Rate (A)	Total Class Hours (B)	Total Proposed CATS+ TORFP Price (C)
Year 1				
Senior Systems Analyst	Insert Name and CATS+ Labor Category	\$	1500	\$
Application Developer, Advanced Technology, Senior	Insert Name and CATS+ Labor Category	\$	1500	\$
Evaluated Price Year 1				\$
Option Year				
Senior Systems Analyst	Insert Name and CATS+ Labor Category	\$	1500	\$
Application Developer, Advanced Technology, Senior	Insert Name and CATS+ Labor Category	\$	1500	\$
Option Year				\$
Total Evaluated Price (Year 1 and Option Year)				\$

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. The total hours listed above are to be considered as estimated only and not be construed as guaranteed billable hours. Actual hours will be compensated at the total number of hours performed for Time & Materials work orders. Prices are irrevocable for 120 days.

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.

ATTACHMENT 3 - TASK ORDER AGREEMENT
CATS+ TORFP #J00B5400006 OF MASTER CONTRACT #060B2490023

This Task Order Agreement (“TO Agreement”) is made this ____ day of _____, 20____ by and between _____ (TO Contractor) and the STATE OF MARYLAND, Motor Vehicle Administration.

IN CONSIDERATION of the mutual premises 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 the Motor Vehicle Administration, as identified in the CATS+ TORFP #J00B5400006.
 - b) “CATS+ TORFP” means the Task Order Request for Proposals #J00B5400006, dated _____, 2015 including any addenda.
 - 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 Joseph Palechek. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
 - e) “TO Agreement” means this signed TO Agreement between Motor Vehicle Administration and TO Contractor.
 - f) “TO Contractor” means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is _____.
 - g) “TO Manager” means TO Manager of the Agency. 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 2 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 one (1) year with the option of one (1) additional option year at the sole discretion of the State, commencing on the date of Notice to Proceed and terminating one (1) year from Notice to Proceed for a total TO Agreement period ending two (2) years from Notice to Proceed.

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 2 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: Thomas P. Hickey, Director
MDOT Office of Procurement

Date

Witness: _____

STATE OF MARYLAND, MVA

By: Thomas Hickey, Director
TSO, Office of Procurement

Date

Witness: _____

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 sub-consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid 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 CATEGORY PERSONNEL RESUME SUMMARY (INSTRUCTIONS)

- 1) For this solicitation,
 - a) Master Contractors shall propose a specific resource to fill every job title listed below. If allowed by the solicitation, one resource may be proposed to fill more than one job title. Failure to propose a resource for each job title identified as part of the TO Proposal will result in the TO Technical Proposal being deemed not susceptible for award.
 - b) Master Contractors shall propose the CATS+ Labor Category that best fits each proposed resource. Master Contractors shall comply with all personnel requirements under the Master Contract RFP 060B2490023.
 - c) Master Contractors shall propose a maximum of 1 resource per job title listed below.
 - d) Failure of any proposed resource to meet minimum requirements as listed in this TORFP and in the CATS+ Master Contract will result in the entire TO Technical Proposal being deemed not susceptible for award.
- 2) Job Titles
 - a) Senior Systems Analyst
 - b) Application Developer, Advanced Technology (Senior)
- 3) For each job title above, the Master Contractor shall complete one Attachment 5 form using the
- 4) Form Completion
 - a) Complete one Personnel Resume Summary (Attachment 5 Form LC1) per proposed person to present each proposed person's resume in a standard format.
 - b) Additional information may be attached to each Personnel Resume Summary that may assist a full and complete understanding of the individual being proposed.

ATTACHMENT 5 FORM LC1 - LABOR CATEGORY PERSONNEL RESUME SUMMARY

CATS+ TORFP #J00B5400006

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

Candidate Name:	
Master Contractor:	<insert Master Contractor name>
Proposed CATS+ Labor Category:	<proposed by Master Contractor>
Job Title (As listed in TORFP):	<as described in this TORFP>

Education / Training (start with latest 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 and Minimum Qualifications described in Section 2 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)]	Description of Work...
[Organization] [Title / Role] [Period of Employment / Work] [Location] [Contact Person]	Description of Work...

Employment History*

List employment history, starting with the most recent employment first. Enter dates as MM/YY – MM/YY. Add lines as needed.

Start and End Dates	Job Title or Position	Organization Name	Reason for Leaving
MM/YY – MM/YY			

**ATTACHMENT 5 FORM LC1 - LABOR CATEGORY PERSONNEL RESUME SUMMARY
(CONTINUED)**

*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 State 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>

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

Master Contractor Representative:

_____ Signature _____ Date

Print Name

Proposed Individual:

_____ Date

Signature

Attachment 6 **PRE-PROPOSAL CONFERENCE DIRECTIONS**
DIRECTIONS & PARKING

Maryland Department of Transportation Headquarters
7201 Corporate Center Drive
Hanover MD 21076
410-865-1000
Toll Free: 1-888-713-1414

From the South

From I-97 take MD 100 West to MD 170 North. Take MD 170 North to Stoney Run. Take the ramp that veers to the right. Make a left at the top of the ramp and cross over MD 170. Proceed to the next light this will be the New Ridge Road intersection, turn right Corporate Center Drive begins. MDOT Headquarters is $\frac{3}{4}$ mile on the right side of the road. Visitor parking is to the left.

From the North

From I-95 or BW Parkway take I-195 to MD 170 South to Stoney Run. Turn left at the light. Make a left at the top of the ramp and cross over MD 170. Proceed to the next light this will be the New Ridge Road intersection, turn right Corporate Center Drive begins. MDOT Headquarters is $\frac{3}{4}$ mile on the right side of the road. Visitor parking is to the left.

Marc Train Service

Ride the Marc Penn Line Train from both the South and North and exit at the BWI Marc Train Station. When you exit the train follow directions to the crossover (tracks) and you will find an exit door on the second floor leading to a pedestrian bridge. This pedestrian bridge will carry you (1600 ft.) to MDOT

Light Rail Service

Ride the light rail from the North to the BWI Airport Station. There is shuttle service from the BWI Airport to BWI Marc Train Station. Take the crossover (tracks) and on the second floor there is an exit to the Pedestrian Bridge for MDOT. This pedestrian bridge will carry you (1600 ft.) to MDOT

PRE-PROPOSAL CONFERENCE SPECIFIC ATTENDANCE INFORMATION

MVA – MHSO GRANTS MANAGEMENT SYSTEM

CATS+ TORFP #J00B5400006

FRIDAY, APRIL 3 2015, AT 10:00 AM
7201 CORPORATE CENTER DRIVE,
HANOVER, MD 21076
4th Floor Board Room

- **This Pre-Proposal Conference will address the procurement, review TORFP documents, and give Companies a chance to ask questions.**
- **You are asked to bring a copy of the complete TORFP and a Business Card to help facilitate the sign-in process.**
- **NOTE: Due to our new building security policy, all MDOT visitors must provide a valid driver’s license in order to gain access to the building.**
- **RSVP by: Wednesday April 1, 2:00 p.m. local time**
- **Pre-Registration is required.**
- **Invitations are extended to your colleagues and business partners of you company (limit two (2) guests per company).**
- **Attendance at the pre-proposal conference is not mandatory, but all Offerors are encouraged to attend.**

REGISTRATION FORM

Please complete the information below for all persons who plan to attend and email it to jpalechek@mdot.state.md.us OR fax it to 410-865-1388.

Name:	
Title:	
Company:	
Address:	
Email:	
Phone:	

NOTE:

DUE TO OUR NEW BUILDING SECURITY POLICY, ALL NON-STATE OF MARYLAND EMPLOYEES MUST PROVIDE A VALID DRIVER’S LICENSE NUMBER IN ORDER TO GAIN ACCESS TO THE BUILDING.

In order to assure adequate seating and other accommodations at the pre-proposal conference please complete and return the attached Registration Form (See above) **no later than Wednesday, April 1, 2015, 2:00 pm Local Time.** You may email your completed form to tolajo@mdot.state.md.us or fax it to 410-865-1388.

Attachment 7 **NOTICE TO PROCEED (SAMPLE)**

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS+ TO Project Number TORFP #J00B5400006):

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 _____ (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,

TO Manager

Enclosures (2)

cc: TO Procurement Officer

Procurement Liaison Office, Department of Information Technology

Project Oversight Office, Department of Information Technology

Attachment 8 **AGENCY RECEIPT OF DELIVERABLE FORM**

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.

Attachment 9 **AGENCY DELIVERABLE PRODUCT ACCEPTANCE FORM**

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.

Attachment 10 **NON-DISCLOSURE AGREEMENT (OFFEROR)**

This Non-Disclosure Agreement (the "Agreement") is made this ___ day of _____ 20___, by and between _____ (hereinafter referred to as "the OFFEROR ") and the State of Maryland (hereinafter referred to as "the State").

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS+ TORFP #J00B5400006 for MHSO Grants Management System (GMS) Development, Enhancement and Support. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to this project. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described above, the OFFEROR agrees as follows:

1. OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received, except in connection with the preparation of it's TO Proposal.
2. Each employee or agent of the OFFEROR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the OFFEROR shall provide originals of such executed Agreements to the State. Each employee or agent of the OFFEROR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the OFFEROR.
3. OFFEROR shall return the Confidential Information to the State within five business days of the State's Notice of recommended award. If the OFFEROR does not submit a Proposal, the OFFEROR shall return the Confidential Information to Mr. Bruce Chaillou of the Motor Vehicle Administration on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. 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 for the OFFEROR'S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. 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 OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.
8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

OFFEROR: _____ BY: _____

NAME: _____ TITLE: _____

ADDRESS: _____

ATTACHMENT 11-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 Motor Vehicle Administration (the “Department”), 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 MHSO Grants Management System (GMS) Development, Enhancement and Support, TORFP No. J00B5400006 dated _____, (the “TORFP”) issued under the Consulting and Technical Services procurement issued by the Department, 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 this project (the “Confidential 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 Department or Agency, all Confidential Information in its care, custody, control or possession upon request of the Department or 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:

This Agreement shall be governed by the laws of the State of Maryland;

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;

The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;

Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and

The Recitals are not merely prefatory but are an integral part hereof.

TO Contractor/TO Contractor's Personnel:

Motor Vehicle Administration:

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 12 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 (Firm Fixed Price, Time and Materials, 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)	

<p>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)</p>
<p>Was the substitute approved by the agency in writing? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)</p>
<p>Section 4 – MBE Participation</p>
<p>A) What is the MBE goal as a percentage of the TO value? % (If there is no MBE goal, skip to Section 5)</p>
<p>B) Are MBE reports D-5 and D-6 submitted monthly? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)</p>
<p>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% ($3,000 \div 10,000 = 0.30$))</p>
<p>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)</p>
<p>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)</p>
<p>Section 5 – TO Change Management</p>
<p>A) Is there a written change management procedure applicable to this TO? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)</p>
<p>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)</p>
<p>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)</p>
<p>D) Is the change management procedure being followed? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)</p>

SUBMIT AS INSTRUCTED IN TORFP.

Attachment 13 **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 14 **MERCURY AFFIDAVIT**

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.

Attachment 15 **STATE OF MARYLAND**
VETERAN SMALL BUSINESS ENTERPRISE PARTICIPATION (VSBE)

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.

Attachment 16 **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:

- Providing goods or services of at least \$20 million in the energy sector of Iran; or
- 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 17 **SAMPLE WORK ORDER**

THIS ATTACHMENT IS NOT APPLICABLE TO THIS TORFP.

Attachment 18 **PERFORMANCE EVALUATION FORM**

THIS ATTACHMENT IS NOT APPLICABLE TO THIS TORFP.

Attachment 19 **CRIMINAL BACKGROUND CHECK AFFIDAVIT**

AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

I hereby affirm that _____ (Master Contractor) _____ has complied with Section 2.7.5 Premises and Operational Security of TORFP #J00B5400006.

I hereby affirm that the _____ (Master Contractor) _____ has provided _____ (Agency) _____ with a summary of the security clearance results for all of the candidates that will be working on Task Order _____ (Title and Number) _____ and all of these candidates have successfully passed all of the background checks required under Section 2.4.3.2 of the CATS + Master Contract; and Section 2.7.5 of this TORFP. Master Contractors hereby agrees to provide security clearance results for any additional candidates at least seven (7) days prior to the date the candidate commences work on this Task Order.

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

Master Contractor

Typed Name

Signature

Date

THIS COMPLETED AFFIDAVIT IS DUE PRIOR TO COMMENCEMENT OF WORK

Attachment 20 – **SMALL BUSINESS CONTRACT AFFIDAVIT**

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

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

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

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

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

I AFFIRM THAT:

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

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

SMALL BUSINESS QUALIFICATION NUMBER _____

Date of Most Recent Qualification _____

DATE: _____

BY: _____

Signature (Authorized Representative and Affidavit)

MUST BE SUBMITTED WITH THE TO TECHNICAL PROPOSAL
NOTICE TO BIDDERS

SMALL BUSINESS RESERVE PROCUREMENT

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

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

The business is independently owned and operated;

- The business is not a subsidiary of another business;
- The business is not dominant in its field of operation;
- The **wholesale** operations of the business did not employ more than 50 persons, and the gross sales of the business did not exceed an average of \$4,000,000 in its more recently completed 3 fiscal years;*
- The **retail** operations of the business did not employ more than 25 persons, and the gross sales of the business did not exceed an average of \$3,000,000 in its most recently completed 3 fiscal years;*
- The **manufacturing** operations of the business did not employ more than 100 persons, and the gross sales of the business did not exceed an average of \$2,000,000 in its most recently completed 3 fiscal years;*
- The **service** operations of the business did not employ more than 100 persons, and the gross sales of the business did not exceed an average of \$10,000,000 in its more recently completed 3 fiscal years;* and
- The **construction** operations of the business did not employ more than 50 persons, and the gross sales of the business did not exceed an average of \$7,000,000 in its most recently completed 3 fiscal years.*
- The **architectural and engineering** operations of the business did not employ more than 100 persons, and the gross sales of the business did not exceed an average of \$4,500,000 in its most recently completed 3 fiscal years*.

* If a business has not existed for three years, the gross sales average is computed for the period of the business's existence. For newly formed businesses the determination will be based upon employment levels and projected gross sales. Further information on the certification process is available at www.dgs.state.md.us and click on the Small Business Reserve hyperlink.