

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

**MARYLAND CHILD, JUVENILE AND ADULT MANAGEMENT SYSTEM
(MD-CJAMS)**

**CATS+ TORFP # OTHS/MDTHK-17-004-S
BPO# N00B7400341**



DEPARTMENT OF HUMAN RESOURCES (DHR)

Issue Date: May 23, 2017

KEY INFORMATION SUMMARY SHEET

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

Solicitation Title:	Maryland Child, Juvenile and Adult Management System (MD-CJAMS)
Solicitation Number (TORFP #):	OTHS/MDTHK-17-004-S
Functional Area:	Functional Area 2 - Web and Internet Systems
Issue Date:	May 23, 2017
Questions Due Date and Time:	June 30, 2017 at 02:00 PM Local Time
Closing Date and Time:	July 21, 2017 at 02:00 PM Local Time
TO Requesting Agency:	Department of Human Resources (DHR)
Send Proposals to:	Sang Kang Phone Number: (410) 767-7404 Email: sang.kang@maryland.gov
Send Questions to (e-mail only)	sang.kang@maryland.gov
TO Procurement Officer:	Sang Kang Office Number: (410) 767-7404 Email: sang.kang@maryland.gov
TO Manager:	Gail James Phone Number: (410) 238-1230 Gail.James@maryland.gov
TO Type:	Combination Fixed Price and Time and Materials
Period of Performance:	2 year base period with 3, one-year option periods
MBE Goal:	14%
VSBE Goal:	2%
Small Business Reserve (SBR):	No
Primary Place of Performance:	The TO Contractor must arrange for own facility within 15 miles radius of DHR-SSC located at 311 W. Saratoga St, Baltimore, MD 21201.
TO Pre-proposal Conference:	Department of Human Resources 311 W. Saratoga Street, Room 104, Baltimore, MD 21201 June 6, 2017 at 10:00 AM Local Time See Attachment 6 for directions.

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SECTION 1- ADMINISTRATIVE INFORMATION

1.1 TORFP SUBJECT TO CATS+ MASTER CONTRACT

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

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

1.2 ROLES AND RESPONSIBILITIES

Personnel roles and responsibilities under the TO:

- a. **TO Procurement Officer** – The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement.
- b. **TO Manager** - The TO Manager has the primary responsibility for the management of the work performed under the TO Agreement, administrative functions, including issuing written directions, and for ensuring compliance with the terms and conditions of the CATS+ Master Contract. The TO Manager may designate one or more persons to act as his representative in connection with the foregoing activities. 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. Actual work produced will be reconciled with the hours reported.
- c. **TO Contractor** – The TO Contractor is the CATS+ Master Contractor awarded this TO. The TO Contractor shall provide the resources as necessary to perform the services described in this TORFP Scope of Work.
- d. **TO Contractor Manager** – The TO Contractor Manager will serve as primary point of contact with the TO Manager to regularly discuss progress of tasks, upcoming tasks, historical performance, and resolution of any issues that may arise pertaining to the TO Contractor personnel. The TO Contractor Manager will serve as liaison between the TO Manager and the TO Contractor management.
- e. **TO Contractor Personnel** – Any official, employee, agent, subcontractor, or subcontractors' agents of the TO Contractor who is involved with the TO Agreement over the course of the TO Agreement period of performance.
- f. **Key Personnel** – A subset of TO Contractor personnel whose departure during the performance period, will, in the State's opinion, have a substantial negative impact on performance. Key Personnel proposed as part of the TO Proposal shall start as of TO Agreement issuance unless specified otherwise in this TORFP or the Offeror's TO Technical Proposal.
- g. **DHR Project Management Office (PMO)** The PMO is responsible for management of

the TO Agreement 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 3 - Scope of Work. A specific TO Agreement, Attachment 3, will then be entered into between the State and the selected Master Contractor, which will bind the selected Master Contractor (TO Contractor) to the contents of its TO Proposal, including the TO Financial Proposal.

1.4 TO PROPOSAL SUBMISSIONS

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

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

1.5 ORAL PRESENTATIONS/DEMONSTRATIONS

1.5.1 Offerors determined to be reasonably susceptible will be asked to make oral presentations summarizing their TO Proposal. These presentations shall take place at DHR/OTHS during the evaluation phase.

The Offeror's presentation must include at a minimum the following items:

- a. Overview of the Offeror's solution;
- b. Scripted, live demonstration of the proposed solution;
- c. Description and demonstration of how the Offeror plans to meet the requirements identified in Section 3 of the TORFP;
- d. Offeror's experience and capabilities as it relates to this TORFP;
- e. Description of the Offeror's organization; and
- f. A list of all software and hardware used in the live demonstration.

1.5.2 Offerors must confirm in writing any substantive oral clarification of, or change in their TO Proposals made in the course of discussions. Any such written clarifications or changes then become part of the Offeror's TO Proposal and are binding if the TORFP is awarded. The TO Procurement Officer will notify Offerors of the time and place of oral presentations.

1.6 QUESTIONS

All questions must be submitted via e-mail to the TO Procurement Officer no later than the date and time indicated in the Key Information Summary Sheet. Answers applicable to all Master

Contractors will be distributed to all Master Contractors who are known to have received a copy of the TORFP.

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

1.7 PRE-PROPOSAL CONFERENCE

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

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

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

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

1.8 CONFLICT OF INTEREST

The TO Contractor shall provide IT technical and/or consulting services for State agencies or component programs with those agencies, and shall do so impartially and without any conflicts of interest. Each Offeror shall complete and include with its TO Proposal a Conflict of Interest Affidavit and Disclosure in the form included as Attachment 4 of this TORFP. If the TO Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the TO Procurement Officer may reject an Offeror's TO Proposal under COMAR 21.06.02.03B.

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

By submitting a Conflict of Interest Affidavit and Disclosure, the Offeror shall be construed as certifying all personnel and subcontractors do not have a conflict of interest as defined in COMAR 21.05.08.08A.

1.9 LIMITATION OF LIABILITY

The TO Contractor's liability is limited in accordance with Section 27 of the CATS+ Master Contract. TO Contractor's liability under Section 27(c) of the CATS+ Master Contract for this TORFP is limited to three (3) times the total TO Agreement amount.

1.10 CHANGE ORDERS

If the TO Contractor is required to perform work beyond the scope of Section 3 of this TORFP, or there is a work reduction due to unforeseen scope changes, a TO Change Order is required. The TO Contractor and TO Manager shall negotiate a mutually acceptable price modification based on the TO Contractor's proposed rates in the Master Contract and scope of the work change. No scope of work changes shall be performed until a change order is approved by DoIT and executed by the TO Procurement Officer.

1.11 TRAVEL REIMBURSEMENT

Contractor shall not be reimbursed for travel or other expenses. The Contractor's rate should be fully burdened.

1.12 MINORITY BUSINESS ENTERPRISE (MBE)

This TORFP has a MBE goal as stated in the Key Information Summary Sheet above.

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

Failure of the Master Contractor to complete, sign, and submit all required MBE documentation at the time of TO Proposal submission will result in the State's rejection of the Master Contractor's TO Proposal.

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

1.13 MBE PARTICIPATION REPORTS

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

- a. Monthly reporting of MBE participation is required in accordance with the terms and conditions of the CATS+ Master Contract by the 15th day of each month.
- b. The TO Contractor shall provide a completed MBE Prime Contractor Paid/Unpaid MBE Invoice Report (Attachment 2-4A) and, if applicable, MBE Prime Contractor Report (Attachment 2-4B) to the TO Requesting Agency at the same time the invoice copy is

sent.

- c. The TO Contractor shall ensure that each MBE subcontractor provides a completed Subcontractor Paid/Unpaid MBE Invoice Report (Attachment 2-5).
- d. Subcontractor reporting shall be sent directly from the subcontractor to the TO Requesting Agency. The TO Contractor shall E-mail all completed forms, copies of invoices and checks paid to the MBE directly to the TO Manager.

1.14 VETERAN OWNED SMALL BUSINESS ENTERPRISE (VSBE)

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

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

In 2015, Maryland amended COMAR 21.11.13.05 as part of its Veteran-Owned Small Business Enterprise (VSBE) program concerning VSBE primes. This amendment, which became effective March 6, 2015 and is applicable to this task order, allows an agency to count the distinct, clearly defined portion of work that a certified VSBE performs with its own workforce toward meeting up to one-hundred (100%) of the VSBE goal established for a procurement. Please see the attached VSBE forms and instructions.

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

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

1.15 VSBE PARTICIPATION REPORTS

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

Subcontractor reporting shall be sent directly from the subcontractor to the TO Requesting Agency. The TO Contractor shall E-mail all completed forms, copies of invoices and checks paid to the VSBE directly to the TO Manager.

1.16 NON-DISCLOSURE AGREEMENT

1.16.1 NON-DISCLOSURE AGREEMENT (OFFEROR)

Certain system documentation may be available for Master Contractors to review at a reading room at DHR's 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 9. Please contact the TO Procurement Officer to schedule an appointment.

1.16.2 NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

Certain system documentation may be required by the TORFP in order to fulfill the requirements of the TO Agreement. The TO Contractor and TO Contractor personnel who review such documents will be required to sign a Non-Disclosure Agreement (TO Contractor) in the form of Attachment 10.

1.17 LIVING WAGE

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

All TO Proposals shall be accompanied by a completed Living Wage Affidavit of Agreement, Attachment 12 of this TORFP.

1.18 IRANIAN NON-INVESTMENT

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

1.19 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 TORFPs under CATS+. This process typically applies to active TO Agreements for operations and maintenance services valued at \$1 million or greater, but all CATS+ TO Agreements are subject to review.

Attachment 11 is a sample of the TO Contractor Self-Reporting Checklist. DoIT may send initial checklists out to applicable/selected TO Contractors approximately three months after the award date for a TO Agreement. 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.

1.20 MERCURY AND PRODUCTS THAT CONTAIN MERCURY

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

1.21 PURCHASING AND RECYCLING ELECTRONIC PRODUCTS

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

1.22 FEDERAL FUNDING ACKNOWLEDGEMENT

- a. There are programmatic conditions that apply to the TO Agreement due to federal funding (see Attachment 19).
- b. The total amount of federal funds appropriated for DHR is \$1.828 billion for Maryland

State Fiscal Year 2018. Of this 3.57% of all funds is budgeted for OTHS in that fiscal year. This does not necessarily represent the amount of funding available for any particular grant, contract, or solicitation.

- c. The source of these federal funds is State Administrative Matching Grants for the Supplemental Nutrition Assistance Program (CFDA 10.561), Foster Care – Title IV-E (CFDA 93.658), Child Support Enforcement – Title IV-D (CFDA93.563), Temporary Assistance for Needy Families Block Grant (CFDA 93.558) and Medical Assistance Program (CFDA 93.778). The conditions that apply to all federal funds awarded by the Department are contained in Federal Funds Attachment 19. Any additional conditions that apply to this particular federally-funded TO Agreement are contained as supplements to Federal Funds Attachment 19 and Offerors are to complete and submit these Attachments with their Proposal as instructed in the Attachments. Acceptance of this agreement indicates the Offeror’s intent to comply with all conditions, which are part of the TO Agreement.

1.23 LOCATION OF THE PERFORMANCE OF SERVICES DISCLOSURE

The Offeror is required to complete the Location of the Performance of Services Disclosure. A copy of this Disclosure is included as Attachment 18. The Disclosure must be provided with the Proposal.

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1.24 DEFINITIONS

Acceptable Use Policy (AUP)	A written policy documenting constraints and practices that a user must agree to in order to access a private network or the Internet.
Access	An ability or means to read, write, modify, or communicate data/information or otherwise use any information system resource.
Agile Development Methodology	Agile methodology relies on iterative development where requirements and solutions evolve through collaboration between cross-functional teams. Agile methods generally promote a disciplined project management process with frequent inspection and adaptation.
Automated Statewide System of Information Support Tools (ASSIST)	ASSIST is a web-based case management system used by DJS case managers to assist in supervising youth, and it provides a Child Safety Dashboard for DHR, who provides services to some of the same youth served by DJS.
Application Programming Interface (API)	API is a language used by an application to communicate with the operation system or database management system or communication protocol.
Business Day	Monday through Friday (excluding State holidays).
Code of Maryland Regulations (COMAR)	COMAR is available online at www.dsd.state.md.us .
Commercial off-the-shelf (COTS)	A term used to describe software applications that are generally available in the commercial marketplace possessing specific features and capabilities.
Child Support Enforcement Administration (CSEA)	The unit within the Department that administers the child support program for the State based on federal and State regulations.
Child Welfare (CW)	A continuum of services designed to ensure that children are safe and that families have the necessary support to care for their children successfully.
Data Breach	The unauthorized acquisition, use, modification or disclosure of sensitive data.
Department of Human Resources (Department or DHR)	An executive branch of the government of Maryland that provides human services. The Department is the Requesting Agency issuing the TORFP.
Department of Information Technology (DoIT)	An executive branch of the government of Maryland, which administers Information Technology (IT) and Telecommunication functions.
Department of Juvenile Services (DJS)	An executive branch of the government tasked with managing, supervising, and treating youth involved with Maryland's juvenile justice system.

End User License Agreement (EULA)	The terms of service governing access to and use of the software services provided pursuant to this TORFP.
Family Investment Administration (FIA)	A unit within DHR that oversees programs that provide benefits, job readiness, job placement, and support services to eligible Maryland constituents. These services are offered through State and county funding agencies and the 24 LDSS offices, and conform to the regulations of Title IV-A of the Social Security Act. These services benefit individuals receiving Public Assistance for Adults (PAA), Emergency Assistance to Families with Children (EAFC), Temporary Cash Assistance (TCA), Temporary Disability Assistance Program (TDAP), Supplemental Nutrition Assistance Program (SNAP), Medicaid (MA), Child Care programs, Burial Assistance, and Heating and Energy Assistance.
Financial Management Information System (FMIS)	The State of Maryland's system of record for all financial information.
Go-Live	The date that the System developed under this TORFP shall be fully operational and usable by the State.
Handle (As relates to data)	Collect, store, transmit and have/or access to data.
Health Information Privacy and Protection Act (HIPAA)	Health Information Privacy and Protection Act of 1996, as amended, is the federal rule that provides data privacy and security provisions for safeguarding medical information.
Information System	A discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.
Information Technology (IT)	All electronic information-processing hardware and software, including: (a) maintenance; (b) telecommunications; and (c) associated consulting services.
Local Department of Social Services (LDSS)	The 23 counties and Baltimore City offices that, through the Department, pursue opportunities to assist people in economic need, provide preventive services, and protect vulnerable children and adults throughout the State.
Local Time	Time in the Eastern Time zone as observed by the State of Maryland. Unless otherwise specified, all stated times shall be Local Time, even if not expressly designated as such.
Maryland Children's Electronic Social Services Information Exchange (MD CHESSIE)	The official child welfare system of Maryland that was implemented in 2007 that rests on a client-server platform. CHESSIE is the system that will be replaced under this TORFP.
Minority Business Enterprise (MBE)	A Minority Business Enterprise certified by the Maryland Department of Transportation under COMAR 21.11.03.

Monthly Charges	For purposes of SLA credit calculation, Monthly Charges are the fixed charges invoiced during the month for services as set forth in Attachment 1, Price Proposal.
North American Industry Classification System (NAICS)	The standard used by Federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing, and publishing statistical data related to the U.S. business economy.
National Electronic Interstate Compact Enterprise (NEICE)	A secure, web-based case management system that enables state-to-state transfer of data and documents for a child who needs placement across state lines. The American Public Human Services Association (APHSA) and the American Association of the Administrators of the Interstate Compact for the Placement of Children (AAICPC) developed and implemented the NEICE system to defray the technology-related costs associated with on-boarding states to the NEICE system pursuant to a grant awarded by the Administration for Children and Families (ACF).
NoSQL	Originally referring to "non SQL", "non relational" or "not only SQL", is a non-relational database, distributed, open-source, simple API that is scalable with easy replication support.
Normal State Business Hours	Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday, except State Holidays, which can be found at: www.dbm.maryland.gov – keyword: State Holidays.
Notice to Proceed (NTP)	A written notice from the TO Procurement Officer that work on the TO Agreement, project or a Work Order shall begin on a specified date. Additional NTPs may be issued by either the TO Procurement Officer or the TO Manager regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.
NTP Date	The date specified in an NTP for work on the TO Agreement, project or Work Order to begin.
Offeror	A Master Contractor that submits a proposal in response to this TORFP.
Office of Adult Services (OAS)	A unit within the Social Services Administration.
Office of Technology for Human Services (OTHS)	The Department's information technology unit that is responsible for design, development, implementation, enhancements, and ongoing maintenance and support of DHR's computer systems and applications.
Open Platform	A platform that is open and supports vendor-neutral IT standards and certifications in a variety of subject areas critical to the enterprise.
Open Source System	An open source system describes a software system, which is based on open standards, such as published and fully documented external application programming interfaces (API) that allow using the software to function in other ways than the original programmer intended, without requiring modification of the source code. Using these interfaces, a third party may integrate with the platform to add functionality.

Open Standards	"Open Standards" are standards made available to the general public and are developed (or approved) and maintained via a collaborative and consensus driven process. "Open Standards" facilitate interoperability and data exchange among different products or services and are intended for widespread adoption.
Personally Identifiable Information (PII)	Any information about an individual maintained by the State, including (a) any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and (b) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.
PowerBuilder	PowerBuilder is the application development system from Sybase for Web, multi-tier and client/server development with its DataWindow capability and powerscript.
Problem	Any situation or issue during monitoring and regular use of the solution that is related to the System operation that is not an enhancement request.
Problem Resolution Time	Problem resolution time is defined as the period of time from when the problem is reported via a help-desk ticket, or detected during routine system use and monitoring, to when it is addressed to the satisfaction of the TO Manager.
Program Increment (PI)	PI provides a structure to connect the long term vision to the scrum teams. PIs will constitute a set of sprints.
Protected Health Information (PHI)	Information that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (a) that identifies the individual; or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
Regulatory Updates	Federal changes that implement general and permanent rules and regulations as published in the Federal Register by the executive departments and agencies of the federal government of the United States.
RESTful API	An API that uses HTTP requests to GET, PUT, POST and DELETE data. Representational State Transfer (REST), which is used by browsers, can be thought of as the language of the Internet.
SAFe	Scaled Agile Framework: www.scaledagileframework.com .
Scrum	A methodology that allows a team to self-organize and make changes quickly, in accordance with agile principles.
Security Incident	A violation or imminent threat of violation of computer security policies, security measures, acceptable use policies, or standard security practices.

	“Imminent threat of violation” is a situation in which there is a factual basis for believing that a specific incident is about to occur.
Security or Security Measures	The technology, policy and procedures that: (a) protect, and (b) control access to networks, systems, and data.
Sensitive Data	Means PII; PHI; information about an individual that: (a) can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; (b) is linked or linkable to an individual, such as medical, educational, financial, and employment information or other proprietary or confidential data as defined by the State, including but not limited to “personal information” under Md. Code Ann., Commercial Law § 14-3501(d) and Md. Code Ann., State Government § 10-1301(c).
Service Level Agreement (SLA) Effective Date	The date on which SLA charges commence under this TORFP, which may include, but not be limited to, the date of Notice to Proceed; a delivery; or releases of work.
Maryland's Agile SDLC	State of Maryland Agile Systems Development Lifecycle Process.
Social Services Administration (SSA)	SSA oversees the State’s foster care and adoption system and champions the establishment and maintenance of environments that protect the overall well-being of Maryland’s most vulnerable children, families and adults. SSA provides the statutory and policy guidance for the delivery of child welfare services as outlined in COMAR and delivers those services through the LDSS in 24 jurisdictions throughout the State.
Sprint	A set period of time during which specific work (features capabilities) must be designed, developed, tested and made ready for review.
State	The State of Maryland
Subcontractor	An agent, service provider, supplier, or vendor selected by the TO Contractor to provide services or products under this TORFP. Subcontractors are subject to the same terms and conditions as the TO Contractor.
System	The application that will provide the capability to the State to meet its business objectives, including all services and activities necessary to fully support the implementation of the new MD-CJAMS application.
System Availability	The period of time the System will work as required including non-operational periods associated with reliability, maintenance, and logistics.
System Source Materials	Those materials necessary to wholly reproduce and fully operate the most current version of the System in a manner equivalent to the original System including, but not limited to: <ul style="list-style-type: none"> a) The executable instructions in their high level, human readable form and a version that is in turn interpreted, parsed and or

	<p>compiled to be executed as part of the computing system ("source code"). This includes source code created by the TO Contractor or sub-contractor(s) and source code that is leveraged or extended by the TO Contractor for use in the project.</p> <p>b) All associated rules, reports, forms, templates, scripts, data dictionaries and database functionality.</p> <p>c) All associated configuration file details needed to duplicate the run time environment as deployed in the current deployed version of the system.</p> <p>d) All associated design details, flowcharts, algorithms, processes, formulas, pseudo-code, procedures, instructions, help files, programmer's notes and other documentation.</p> <p>e) A complete list of third party, open source, or commercial software components and detailed configuration notes for each component necessary to reproduce the system (e.g., operating system, relational database, and rules engine software).</p> <p>f) All associated user instructions and/or training materials for business users and technical staff.</p>
Task Order (TO)	The scope of work described in this TORFP.
Task Order Agreement (TO Agreement)	The contract awarded to the successful Offeror pursuant to this Task Order Request for Proposals, the form of which is attached to this TORFP as Attachment 3.
Time and Material (T&M)	<p>Type of payment to the TO Contractor specific to performance, based on direct labor hours billed at specific hourly rates, plus non-routine travel costs as may be identified in a TO Agreement, plus the actual cost of any materials provided.</p> <p>The labor category hourly rates may not exceed the hourly rates specified in the TO Agreement.</p> <p>The TO Contractor will be required to provide time records and/or other documentation documenting that all direct hours billed have actually been expended by Contractor personnel for the TO Agreement.</p> <p>In addition, the TO Contractor must also provide documentation of the actual cost of materials or other activities directly used in the performance of the TO Agreement.</p>
TO Proposal	As appropriate, either or both an Offeror's Technical or Financial Proposal to this TORFP.
TO Request for Proposals (TORFP)	This TORFP, including any amendments / addenda thereto.
Technical Safeguards	The technology and the policy and procedures for its use that protect Sensitive Data and control access to it.
Total Evaluated Price	The Offeror's total proposed price for products/services proposed in

	response to this solicitation, included in the TO Price Sheet (Attachment 1), and used in the financial evaluation of TO Proposals.
User Acceptance Testing (UAT)	A phase of the software testing process where actual software users test the software to make sure it can handle required tasks in real-world scenarios, according to specifications.
Upgrade	A new release of any component of the System containing major new features, functionality and/or performance improvements. An Upgrade would conventionally be indicated where the version number is changed by incrementing the numeric digits to the left of the decimal point.
Veteran-owned Small Business Enterprise (VSBE)	A business that is verified by the Center for Verification and Evaluation (CVE) of the United States Department of Veterans Affairs as a veteran-owned small business. See COMAR 21.11.13 and http://www.vetbiz.gov .
Work Order	A subset of work authorized by the TO Manager performed under the general scope of this TORFP, which is defined in advance of fulfillment, and which may not require a change order. Except as otherwise provided, any reference to the TORFP shall be deemed to include reference to a Work Order.
Working Day(s)	Same as "Business Day"

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SECTION 2 - OFFEROR'S QUALIFICATIONS AND OFFEROR'S KEY PERSONNEL EXPERIENCE LEVELS

2.1 OFFEROR'S QUALIFICATIONS

- 2.1.1 The Offeror shall demonstrate in its Technical Proposal (**See Section 4.4.1.e**), that it possesses expertise in-house or has subcontracted with other firms for providing COTS and/or Open Source based system deployment, system integration and support.
- 2.1.2 Offerors must provide a minimum of two (2) references that support the Offeror's or Offeror's subcontractor's required experience of successful deployment, system integration and support of a COTS and/or Open Source solution within three (3) years from the date of issuance of this TORFP.
- 2.1.3 At least one reference must be from a public sector customer.
- 2.1.3 Sub-contractor experience may be used for one of the two references.

2.2 KEY PERSONNEL EXPERIENCE LEVELS

Only those Offerors supplying proposed personnel that fully meet all minimum qualification criteria shall be eligible for TORFP proposal evaluation. The personnel proposed under this TORFP must meet all minimum qualifications for the labor category proposed, as identified in the CATS + Master Contract Section 2.10. Resumes shall clearly outline starting dates and ending dates for each applicable experience or skill.

Offerors must propose a team for the Key Personnel listed below. Offerors may be evaluated higher for the evaluation factor for the experience levels of proposed TO Contractor Key Personnel if the proposed Key Personnel have the preferred experience levels listed below, in addition to the experience levels identified in Section 2.10 of the CATS+ Master Contract.

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Key Personnel Per CATS+ Labor Category	Preferred Experience Levels
2.2.1 Program Manager	<p>Experience with managing application development and implementing systems comparable in SACWIS and/ or CCWIS domains; experience working adult and juvenile services.</p> <p>Experience working with one or more of the following: web application development, mobile application development, information retrieval and developing large software systems.</p> <p>Program Management Professional (PMP) certification or SAFe Agilist (SA) certification.</p>
2.2.2 Architect, Application (Sr.)	<p>Experience in architecting software systems and COTS products with a minimum of 4000 users, using one or more general purpose programming languages including but not limited to: Java, Spring framework, Angular JS, DevOps in the State's cloud, RDBMS and NoSQL databases with strong fundamentals in design patterns, algorithm design and problem solving.</p> <p>Experience in architecting one or more of the following: web application, mobile application and information retrieval.</p>
2.2.3 Subject Matter Expert (Sr.)	<p>Experience with designing applications in SACWIS and/ or CCWIS, adult services and juvenile services.</p> <p>Experience with one or more of the following: web application, mobile application and information retrieval.</p>
2.2.4 Analyst Computer Software/Integration (Sr.)	<p>Experience performing requirements analysis for application development projects.</p> <p>Experience working with public agency to agency interfaces and federal interface systems.</p>

SECTION 3 - SCOPE OF WORK

3.1 PURPOSE

The Department is issuing this CATS+ TORFP to procure a new system for Child Welfare, Adult Services, and Juvenile Services that delivers all the functional capabilities of the legacy systems, while providing improved security, performance, and user experience aimed at improving State business operations.

- 3.1.1 The new System will be provisioned as an open source modular solution with the ability to be hosted in the State's cloud environment and shall meet all business and technical requirements as described in this TORFP and the Requirements tables (Attachment 20).
- 3.1.2 If an open source modular application is proposed, the system must support open standards, commodity open source components and tools where available. All new source code developed will be made open and reusable and published with an appropriate license.
- 3.1.3 In the alternative, the new System will be a COTS solution with the ability to be hosted in the State's cloud environment and meet all business and technical requirements as described in this TORFP and the Requirements tables (Attachment 20).
- 3.1.4 The System selected by the State shall be fully operational (i.e., not under development) and fully available by the due date of the TO Proposal.
- 3.1.5 **System Go-live shall occur on or before December 31, 2018.**

3.2 REQUESTING AGENCY BACKGROUND

The Department is Maryland's fourth largest State agency and works to safeguard and provide services to some of Maryland's most vulnerable citizens. The Department has three primary operating administrations: FIA, CSEA, and SSA, which includes the OAS. DHR's critical mission is to safeguard Maryland's most vulnerable citizens from abuse and neglect and to provide necessary health and human services to thousands of children and families every year.

Each LDSS provides a continuum of programs that afford services to those in need. SSA programs include Child Protective Services (CPS), Continuing CPS/In-Home Family Preservation, Out of Home Placement Services, Kinship Care, Subsidized Guardianship, Adoption Services, and Adult Services. SSA works with DHR's Office of Licensing and Monitoring (OLM) to ensure that all child placement agencies and residential treatment programs are properly licensed and monitored for compliance with State mandates regarding the services and care provided.

- 3.2.1 **OAS:** The OAS unit within SSA provides services and programs to protect the health, safety, and welfare of endangered, vulnerable adults over the age of 18 who have been abused, neglected, exploited, or are unable to protect their own interests. The OAS

programs include Adult Protective Services, core case management, In-Home Aide Services (assistance with daily activities), Project Home (supportive housing), Respite Care (providing supervision of vulnerable adult to give relief to the caregiver) and Guardianship services. All services build on the strengths of the adult's community and family support system rather than replace them. These programs can be accessed Statewide through the LDSS or through private non-profit agencies who are recipients of grants from the DHR.

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

3.2.3 **MD CHESSIE:** To facilitate the delivery of social services, track activities and manage outcome attainment, DHR operates and maintains MD CHESSIE, which is currently a federal SACWIS (State Automated Child Welfare Information System) compliant system. MD CHESSIE incorporates the requirements for the federally mandated reports, including National Child Abuse and Neglect Data System (NCANDS), Adoption and Foster Care Analysis and Reporting System (AFCARS), Caseworker Visitation, and the National Youth in Transition Database (NYTD), while providing a case management information system for frontline caseworkers and supervisors within the LDSS.

MD CHESSIE uses older technology with usability and maintenance issues, and no longer fully supports child welfare practices and is no longer an economical, efficient, or effective automated tool to support the delivery of child welfare services. In June, 2016, the ACF issued its Final Rule, which replaces the old SACWIS rule with the Comprehensive Child Welfare Information System (CCWIS). See 45 C.F.R. §§ 1355 and 1356. The Final Rule, including comments and responses may be accessed via the Federal Register: <https://www.gpo.gov/fdsys/pkg/FR-2016-06-02/pdf/2016-12509.pdf> The Department is seeking a new System in order to meet the mandates of CCWIS and the changing needs of the State to provide data access, new data stores, common business services, such as business rules and workflow, and a technology application that aids child welfare and adult services stakeholders, while assuring the safety, permanency, and well-being of children and adults.

3.2.4 **ASSIST:** Child Welfare Intake staff began using ASSIST in 1999. This application has gone through various upgrades and its current version is a client-server system with an Oracle database that serves as the case management system containing information regarding youth served by DJS. While only DJS staff have access to maintain the data, other agencies such as DHR, the Department of Public Safety and Correctional Services (DPSCS), and the Department of Youth Rehabilitation Services (DYRS) of the District of Columbia government are able to share the information through read-only web access or dashboards. All of the functionality of ASSIST will be incorporated as part of the new solution.

3.3 PROJECT BACKGROUND

In order to meet the rapidly growing needs of Maryland’s most vulnerable children, families, and adults, and to strategically scale with Federal and State requirements, DHR and DJS are working together to replace both MD CHESSIE and ASSIST, in addition to including the adult services functionality for use by the OAS. This modernization effort will improve the support provided to Maryland residents and result in increased operational efficiencies.

The purpose of this TORFP is to procure the System and the services needed to implement the child welfare, adult services, and juvenile services components. The intent of the new System is to serve the following programs with eligibility, case management, enrollment, cross-program referrals and analytics. The System shall be scalable and modular for additional use cases for the following programs:

- a. **Child Welfare:** Intake/Child Protective Services, In-Home Services, Out-of-Home Services, Foster Care, Permanency services (Reunification, Adoption and Guardianship), and Independent Living Services.
- b. **Adult Services:** Adult Protective Services, Social Services to Adults, In-Home Aide Services, Project Home, Respite Care Program, Adult Foster Care, Guardianship, and Registered Nurse services.
- c. **Juvenile Services:** Intake, Pre-Court Services, Detention, Community Detention, Court Legal Action, Probation, Commitment, Aftercare, Permanency Services (out of home placements - including foster care, reunification), Independent Living, Legal Age Youth, Another Planned Permanent Living Arrangement (APPLA), and Restitution.

3.3.1 CURRENT LANDSCAPE

Maryland’s human services programs have been supported by “silo”, stand-alone systems with little or no interface to other systems, including public health, juvenile systems, and other critical federal and state partners. The following is a description of the challenges for the State:

- a. **Isolated Silos** - Little or no interface or ability to share data or functionality. Further, the systems share no common data schema, making the reconciliation and analysis of data from multiple systems difficult.
- b. **Transactional and Passive Systems**– Systems receive and process information but are not structured to help guide users through their work nor provide workers or clients with proactive feedback to help manage cases.
- c. **Rigid and Difficult to Upgrade or Modify** – Even a small change can take months to implement and any major change to the business process is virtually impossible to support. As a result, the State has adapted business processes to accommodate the limitations of the systems, rather than adapting our data systems to reflect best practices for case management and efficient work processing.
- d. **Dependent on External Data Systems and Workarounds**- Workarounds (including paper-based processes), have been created to bridge the shortfalls and overcome the limitations of the current systems. However, with each new work-around, the overall business process becomes more fractured and less sustainable and the risks of mistakes in process

and errors in data increase.

- e. Expensive Maintenance - DHR's mainframes and other data systems are costly to operate and maintain and support outdated (but functional) systems where minimal system modifications are possible given budget constraints versus the cost of operations. Due to the cost and difficulties of making changes in the systems, resources are typically consumed in the never-ending effort to respond and meet evolving federal and State requirements. Our systems are perpetually falling further behind in terms of technology and are increasingly out of step with our needs and requirements.

3.3.2 FUTURE STATE

The State is embarking upon an initiative to modernize systems and platforms in the form of the (MD THINK. MD THINK will be a new shared health and human services platform – a system of modular, interconnected components – a common data repository, shared service elements and resources, and mission specific applications – capable of supporting multiple programs and missions. The ultimate goal of this effort is to create a data system that can support a more integrated, client-centric approach to health and human services delivery and management.

The State believes that moving to a shared health and human services platform will provide multiple benefits for clients, the State and our federal partners, including significant improvements in the efficiency and effectiveness in program operations, continuous system enhancement, and reduced cost for system maintenance. DHR seeks to deliver solutions, which meet our federal, State, and local objectives noted above.

The first priority is to develop a cloud-based shared data repository that is scalable, with shared functionality across programs. This includes, but is not limited to, security controls, document management, financial systems, dashboards and analytic tools. DHR is utilizing the State's contract to provide cloud hosting in the State's Cloud environment for the required infrastructure.

The second priority is to replace the outdated and siloed case management systems described above for public benefits, including Non-MAGI Medicaid, social services, child welfare and child support enforcement. These case management systems will be designed to integrate into the data repository.

3.4 PROJECT OBJECTIVES

- a. Improved workflows and the reduction of manual processes that result in State inefficiencies and compromised data integrity.
- b. Reduced maintenance costs associated with the upkeep of legacy applications and supporting infrastructure environments.
- c. The deployment of a scalable application with a modern and flexible user interface.
- d. Advanced reporting capabilities that provide standard built-in reports and the ability to

generate user customizable *ad-hoc* reports.

- e. A modern graphical user interface with value-added tools that will improve usability and efficiency.
- f. Access to tools intended to eliminate workarounds and improve business processes, ultimately resulting in increased productivity and service quality.
- g. Promote interoperability and interagency connectivity.

3.5 STATE SUPPLIED SERVICES AND RESPONSIBILITIES

- a. The Department will provide server hardware per TO Contractor's specifications and provide access to the State's hosting environments.
- b. The Department will have a service desk during regular business hours to handle password resets and to relay incidents to TO Contractor's service desk.

3.6 PROFESSIONAL CERTIFICATIONS

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

3.7 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES

The TO Contractor shall comply and remain abreast of 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. SAFe version 4.0. Additional information is available at: <http://www.scaledagileframework.com>, under 'Agile Alternatives'
- b. The State of Maryland Information Technology Security Policy and Standards at: www.DoIT.maryland.gov - keyword: Security Policy, and any other Security guidelines provided in this TORFP
- c. The State of Maryland Information Technology Non-Visual Standards at: <http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx>
- d. The State of Maryland Information Technology Project Oversight at: www.DoIT.maryland.gov - keyword: IT Project Oversight
- e. The State of Maryland Agile Software SDLC Policy at: <http://doit.maryland.gov/SDLC/Pages/agile-sdlc.asp>
- f. Health Information Privacy requirements -additional information available at <https://www.hhs.gov/hipaa/for->

[professionals/security/laws-regulations/](#) and <https://www.hhs.gov/hipaa/for-individuals/guidance-materials-for-consumers/>

3.8 PROJECT METHODOLOGY

The State is adopting an agile development and implementation methodology. An agile approach is an approach in which teams deliver business value in the form of working functionality early and often. This is done through close collaboration with functional stakeholders; a breakdown and prioritization of work; frequent delivery of high-quality, demonstrable solution increments; and a focus on SAFe principles. The Offeror is required to adopt a similar agile approach in addressing and delivering the proposed solution.

3.9 REQUIREMENTS

3.9.1 TO CONTRACTOR DUTIES AND RESPONSIBILITIES

The TO Contractor shall:

- a. Implement, configure, and customize the proposed solution in accordance with the TORFP.
- b. Provide the software, licenses and necessary staff to setup, configure, customize and implement the proposed product in accordance with State's requirements.
- c. Install and configure and make operational testing and training environments within sixty (60) days from NTP.
- d. Provide annual product support, including, but not limited to, program updates, fixes, security alerts and critical patch updates, and updated program documentation and assist customers with service requests during normal business hours for the entire term of the TO Agreement. Product support must be included for current and prior versions of the System software. At any given point of time, the System software must be running the current version. Until the current version of the software is upgraded in the State of Maryland environments, prior version (N-1) of the System software must be supported.
- e. Provide maintenance and operations support for activities, including but not limited to, batch processing, product configurations and approved data corrections.
- f. Set-up and maintain all instances of the System as required, such as development, integration, training, staging, UAT, production, and any others as are determined necessary by the State.
- g. Provide regular and emergency maintenance as required. Maintenance that requires outages shall be performed outside of normal State business hours. Any emergency maintenance that requires System downtime during System Availability/support hours shall first be approved by the TO Manager or designee.

- h. Collaborate with the Department's current hosting contractor by providing necessary information regarding the proposed product in order to maintain and/ or make required configuration changes to the production environment.

Note: Only the hosting contractor has approval from DHR to make any changes in the production environment. The TO Contractor shall not make any changes to the production environment unless directed by the data services/hosting vendor with approval from the TO Manager or by TO Manager directly.

- i. Work in collaboration with the various State vendors and resources to configure and customize the new System to meet State's business needs.
- j. Migrate data from the legacy applications into the new System through collaboration with the State. TO Contractor shall participate in data discovery, data analysis, data quality standards creation and data cleansing activities as needed.
- k. Develop data conversion routines for processing batch data provided from the State's legacy applications to import into the new System.
- l. Execute validation routines and reports to ensure that legacy data has been migrated successfully into the new System.
- m. Facilitate user acceptance tests to ensure that legacy data has been loaded correctly and is being displayed in accordance with State policy.
- n. Work in collaboration with the State's identified business process reengineering resources to configure the new System to meet State's business needs.
- o. Provide a working location for the TO Contractor and personnel. The facility shall be no more than 15 miles from the DHR central office, located at 311 W. Saratoga Street, Baltimore, MD 21201. The facility must be able to connect to the State's cloud region in addition to the State's network. The TO Contractor's facility must meet all SOC-II audit requirements as described in Section 3.21 of this TORFP.
- p. Provide a warranty to the State for software and System support for a minimum of six (6) months from the System Go-Live. All defective items must be replaced at no additional cost to the State.

3.9.2 TO CONTRACTOR TRANSITION OUT REQUIREMENTS

- a. The TO Contractor shall support requested activities for technical, business and administrative support to ensure an effective and efficient transition to the State or a third party, e.g., a successor contractor, as directed by the TO Manager. Examples of these activities include a final project debriefing meeting, organization and hand-off of project materials, documentation, electronic media, any final reports, updated work plans, and final invoices.

- b. The TO Contractor shall ensure that all necessary knowledge and materials for the tasks completed are transferred to the custody of State personnel or a third party, as directed by the TO Manager.
- c. The TO Contractor shall provide a Transition-Out Plan 120 Business Days in advance of TO Agreement end date.
- d. The Transition-Out Plan shall address at a minimum the following areas:
 1. Staffing and any staffing concerns/issues related to the closeout of the TO Agreement
 2. Communications and reporting process between the TO Contractor and the TO Manager
 3. Security
 4. Hardware/software configuration requirements
 5. Transfer of any required software licenses to the State or the State's designee
 6. Activities and approximate timelines required for Transition-Out
 7. Knowledge transfer, to include:
 - i. A working knowledge of the current System as well as the general business practices of the State.
 - ii. The procedures and practices that support the business process and current System working knowledge of all technical and functional matters associated with the System, its architecture, data file structure, data dictionary, interfaces, any batch programs, and any hardware or software tools utilized in the performance of the TO Agreement.
 - iii. Documentation that lists and describes all hardware and software tools utilized in the performance of the TO Agreement along with a list of all customization tasks completed to know how the solution has been modified from the original version.
 - iv. A working knowledge of various utilities and corollary software products used in support and operation of the System.
 8. The TO Contractor's schedule to complete tasks and any unfinished work items (including open change requests, and known bug/issues)
 9. Any risk factors with the Transition-Out schedule
 10. Documented risk factors and suggested mitigations

- e. The TO Contractor shall ensure all documentation and data including, but not limited to, System Documentation and current operating procedures, is current and complete with a hard and soft copy in a format prescribed by the TO Manager.

3.9.3 TRAINING

3.9.3.1 The Contractor shall provide a customized training program that addresses the training requirements of all defined user type/roles and includes written materials employing the State's terminology. Training programs shall be developed for each sub-project and components of sub-projects. The proposed training shall include at a minimum:

- a. Instructor-led, Computer Based Training, Webinar, etc. for each user type/role.
- b. The number of hours of training for each user type.
- c. Training syllabus/curriculum outlines.
- d. Training materials (presentations, handouts, user guides, updated budget instructions).
- e. Quick-start guides, user guides, how-to documentation, and FAQs, applicable video tutorials along with online, context sensitive and field level help available within the System.

3.9.3.2 The TO Contractor shall ensure that all training materials are kept up-to-date with subsequent releases and updates. The TO Contractor shall provide the following training services as part of the System:

- a. In person comprehensive Train-the-Trainer sessions for up to 200 users. The training may take place at a DHR site or the TO Contractor's site. The duration for each session and number of sessions will be determined by TO Manager after TO award.
- b. Coaching of State trainers and technical assistance, including but not limited to, training region setup, data seeding, and refreshing data as requested by TO Manager.
- c. Computer-based training that includes software that provides interactive, self-paced training at computers.
- d. Web-based training that provides courses or classes that are accessible via an internal Intranet or the Internet.

3.10 FUNCTIONAL / TECHNICAL / REPORTING REQUIREMENTS

The minimum detailed functional, technical, reporting requirements for the solution are provided in Attachment 20. Offerors shall indicate whether the stated requirement is a standard feature in the Offeror's proposed solution or whether the Offeror needs to customize its solution in order to meet the requirement(s). Please note that there are seven (7) tabs within Attachment 20 that the Offeror must complete.

3.11 SERVICE LEVEL AGREEMENT (SLA)

3.11.1 LIQUIDATED DAMAGES

Time is an essential element of the TO Agreement and it is important that the work be vigorously prosecuted until completion. For work that is not completed within the time(s) specified in the performance measures below, the TO Contractor shall be liable for liquidated damages in the amount(s) provided for in this TO Agreement, provided, however, that due account shall be taken of any adjustment of specified completion time(s) for completion of work as granted by approved change orders and/or Work Orders and the TO Manager.

The parties agree that any assessment of liquidated damages shall be construed and treated by the parties not as imposing a penalty upon the TO Contractor, but as liquidated damages to compensate the State for the TO Contractor's failure to timely complete TO Agreement work.

For purposes of SLA credit calculation, Monthly Charges are defined as the charges invoiced during the month of the breach for the monthly services as set forth in Attachment 1, Price Sheet.

3.11.2 SLA EFFECTIVE DATE

SLAs set forth herein shall be in effect beginning with NTP or effective date. The TO Contractor shall be responsible for complying with all performance measures, and shall also ensure compliance by all TO Contractor subcontractors.

Beginning on the SLA effective date, for any performance measure not met during the monthly reporting period, the SLA credit for that individual measure shall be applied to the Monthly Charges.

3.11.3 SERVICE LEVEL REPORTING

The TO Contractor shall provide detailed monthly reports, on a mutually determined day every month, evidencing the attained level for each SLA set forth.

The TO Manager will monitor and review TO Contractor performance. If any of the performance measures are not met during the monthly reporting period, the TO Manager will notify the TO Contractor of the standard that is not in compliance and initiate appropriate actions outlined in the following sections.

3.11.4 CREDIT FOR FAILURE TO MEET SLA

TO Contractor's failure to meet an SLA will result in a credit, as liquidated damages and not as a penalty, to the Monthly Charges payable by the State during the month of the breach. The reductions will be cumulative for each missed service requirement. The State, at its option for amount due the State as liquidated damages, may deduct such from any money payable to the TO Contractor or may bill the TO Contractor as a separate item. In the result of a catastrophic failure affecting the entire System, all affected SLAs shall be credited to the State. However, in no event shall the aggregate of all SLA credits paid to the State in any calendar month exceed 25% of the Monthly Charges.

Example: If the Monthly Charges were \$100,000 and one SLA was missed, with an applicable 4% credit, the credit to the monthly invoice would be \$4,000, and the State would pay a net Monthly Charge of \$96,000.

3.11.5 ROOT CAUSE ANALYSIS

If the same SLA measure yields an SLA credit more than once, the TO Contractor shall conduct a root cause analysis. The root cause analysis shall be provided to the TO Manager within thirty (30) days of the second breach, and after every breach thereafter.

3.11.6 PROBLEM RESPONSE AND RESOLUTION TIMES; SERVICE REQUIREMENTS

- a. The TO Contractor shall meet the problem response time and resolution requirements.
- b. The TO Contractor shall provide a monthly report to monitor and detail response and resolution times.
- c. The Contractor shall comply with the SLAs as defined in the Charts below for the work performed under this TORFP for entire term of the TO Agreement.

CHART 1: Service Priority and Criteria

Service Priority	Response Time	Resolution Time	Response Availability	Criteria
Emergency Severity 1	<15 minutes	Within 2 hours of first report	24x7x365	Critical features of the System are impaired or not accessible; or Affects 90% of System users or major internal System functionalities are impaired
High Severity 2	<30 minutes	Within 4 hours after first report	24x7x365	Users are unable to work or to perform some portion of their job; or Affects between 35% and 89% of users
Low Severity 3	<2 hours	24 hours after first report. If the outage is not resolved, a resolution plan must be created.	Monday through Friday, 7AM-7PM	Specific non-critical features are not operating as required and Systems or users are unable to perform a small portion of their job, but are able to complete most tasks; or Affects less than 35% of users

CHART 2A: SLA Response Times and Credit

No.	Type of Severity	Description of Measure	Response Time	SLA Credit
1	High	Monthly Average Response Time for High Priority Incidents	<30 minutes	1%
2	Low	Monthly Average Response Time for Low Priority Incidents	<2 hours	1%

CHART 2B: SLA Resolution Times and Credits

1	High	Resolution Time for 90% of monthly High Priority Incidents	<4 hours	1%
2	Low	Resolution Time for 90% of monthly Low Priority Incidents	<24 hours	1%

CHART 3: T&M SLA Service Requirements and Credits

No.	Service Requirement	Measure	Service Level	SLA Credit
1	Meeting Sprint goals	Submitted at the end of each 2-week Sprint	100%	0.5%
2	Program Increment objectives	Submitted at the end of every 10-weeks	100%	3%
3	Quality test plans	At the Program Increment session	100%	1%

4	Continuous design document	Updates per definition of done	100%	1%
5	Defect reports	Daily (automation of tool)	100%	1%
6	Cycle time reports	Every 2 week Sprint	100%	1%

3.12 EXPORT

The TO Contractor will respond to requests from the State for all data import and export activities.

3.13 BACKUP

The TO Contractor will be responsible for providing instructions for backups of the System, including data.

3.14 DISASTER RECOVERY (DR)

The TO Contractor shall provide DR process documentation for the System and shall participate in DR tests twice annually to identify any changes that need to be made to the DR plan to ensure System Availability.

3.15 REQUIREMENTS FOR HARDWARE, SOFTWARE, AND MATERIALS

The State will provide the supporting infrastructure to provision the necessary environment(s) for the application. The TO Contractor shall provide the necessary licenses, initial configuration, and requisite installation documentation to setup the application on the State's cloud hosting platform.

3.15.1 If the Offeror is not the provider of the proposed COTS solution, the Offeror must demonstrate that the manufacturer supports the Offeror's proposal by providing a Letter of Authorization from the vendor.

3.15.2 CUSTOM SOURCE CODE

The State shall have the right to audit System Source Materials for each software product that comprises the System. This audit shall be scheduled at any time that is convenient for the parties to be present. The State shall be provided with software or other tools required for viewing of all software source code.

3.16 PERFORMANCE AND PERSONNEL

3.16.1 DIRECTED REPLACEMENT OF PERSONNEL

- a. The TO Manager may direct the TO Contractor to replace any TO Contractor personnel who, in the sole discretion of the TO Manager, are perceived as being unqualified, non-productive, unable to fully perform the job duties, disruptive, or known, or reasonably believed, to have committed a major infraction(s) of law or Department policy, or the TO Agreement.
- b. If deemed appropriate in the discretion of the TO Manager, the TO Manager shall give written notice of any TO Contractor personnel performance issues to the TO Contractor, describing the problem and delineating the remediation requirement(s). The TO Contractor shall provide a written Remediation Plan within three (3) days of the date of the notice or in the timeframe set forth in the notice. If the TO Manager rejects the Remediation Plan, the TO Contractor shall revise and resubmit the plan to the TO Manager within five (5) days of the rejection, or in the timeframe set forth by the TO Manager in writing. Once a Remediation Plan has been accepted in writing by the TO Manager, the TO Contractor shall immediately implement the Remediation Plan.
- c. Should performance issues persist despite the approved Remediation Plan, the TO Manager will give written notice of the continuing performance issues and either request a new Remediation Plan within a specified time limit or direct the removal and replacement of the TO Contractor personnel whose performance is at issue. In circumstances of directed removal, the TO Contractor shall provide a suitable replacement for TO Manager approval within fifteen (15) days of the date of the notification of directed removal, or the actual removal, whichever occurs first, or such time as directed by the TO Manager.
- d. Normally, a directed personnel replacement will occur only after prior notification of problems with requested remediation, as described above. However, the TO Manager reserves the right to direct the immediate replacement of personnel without utilizing the remediation procedure described above.
- e. Replacement or substitution of TO Contractor Personnel under this section shall be in addition to, and not in lieu of, the State's remedies under the TO Agreement or which otherwise may be available at law or in equity.

3.16.2 SUBSTITUTION OF PERSONNEL

Unless substitution is approved per paragraphs a and b of this section, Key Personnel shall be the same personnel listed in the TORFP Section 2 and those proposed in the Contractor's Technical Proposal, which will be incorporated into the TO Agreement by reference. Such identified Key Personnel shall perform continuously for the duration of the TO Agreement, or such lesser duration as specified in the Technical Proposal. Key Personnel may not be diverted/removed by the TO Contractor from working under this TO Agreement, as described in the TORFP or the TO Contractor's Technical Proposal, without the prior written approval of the TO Manager.

- a. Prior to or within thirty (30) days after TO Agreement NTP, the Master Contractor

may substitute proposed Key Personnel only under the following circumstances: vacancy occurring 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 Master Contractor must describe to the State's satisfaction the event necessitating substitution. Proposed substitutions shall meet the same minimum qualifications or experience required under the TORFP. Proposed substitutes deemed by the State to be less than comparable to the originally proposed individual may be grounds for pre-award disqualification or post-award termination.

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

- b. The TO Contractor may not substitute personnel more than thirty (30) days after TO Agreement NTP without the prior written approval of the TO Manager. The TO Contractor shall submit resumes of the proposed individual specifying the intended approved labor category. Any proposed substitute personnel shall have qualifications comparable to those of the replaced personnel.
- c. Proposed substitute individual shall be approved in writing by the TO Manager. The TO Manager shall have the option to interview the proposed substitute personnel and may require that such interviews be in person. After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the requested substitution. If no acceptable substitute personnel is proposed within the time frame established by the TO Manager, the TO Agreement may be terminated.

3.17 TO CONTRACTOR PERSONNEL EMPLOYEE IDENTIFICATION

- a. All TO Contractor personnel shall display his or her company ID badge in a visual location at all times while on State premises. Upon request of authorized State personnel, each such TO Contractor personnel shall provide additional photo identification.
- b. At all times at any State facility, the TO Contractor personnel shall cooperate with State's onsite requirements, which may include being escorted at all times and obtaining a State badge.
- c. TO Contractor shall remove any TO Contractor personnel from working on the TO Agreement where the State determines, at its sole discretion, that said TO Contractor personnel has not adhered to the security requirements specified herein.
- d. The State reserves the right to request that the TO Contractor submit proof of employment authorization of non-United States Citizens, prior to commencement of work under the TO Agreement.

3.18 DELIVERABLES

3.18.1 DELIVERABLE SUBMISSION

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

Unless specified otherwise, written deliverables shall be compatible with Microsoft Office, Microsoft Project and/or Microsoft Visio versions 2007 or later.

A standard deliverable review cycle will be elaborated and agreed-upon between the State and the TO Contractor.

For any written deliverable, the TO Manager may request a draft version of the deliverable, to comply with the minimum deliverable quality criteria listed in Section 3.18.3. Drafts of each final deliverable, except status reports, are required at least two weeks in advance of when the final deliverables are due (with the exception of deliverables due at the beginning of the project where this lead time is not possible, or where draft delivery date is explicitly specified).

3.18.2 DELIVERABLE ACCEPTANCE

A final deliverable shall satisfy the scope and requirements of this TORFP for that deliverable, including the quality and acceptance criteria for a final deliverable. Mutually agreed upon acceptance criteria must be documented in each deliverable as a separate section.

The TO Manager shall review a final deliverable to determine compliance with the acceptance criteria as defined for that deliverable. The TO Manager is responsible for coordinating comments and input from various DHR team members and stakeholders. The TO Manager is responsible for providing clear guidance and direction to the TO Contractor in the event of divergent feedback from various team members.

The TO Manager will issue to the TO Contractor a notice of acceptance or rejection of the deliverable in the DPAF (Attachment 8). Following the return of the DPAF indicating "Accepted" and signed by the TO Manager, the TO Contractor shall submit a proper invoice in accordance with the procedures in Section 3.20 Invoicing.

In the event of rejection of a deliverable, the TO Manager will formally communicate in writing any deliverable deficiencies or non-conformities to the TO Contractor, describing in those deficiencies what shall be corrected prior to acceptance of the deliverable in sufficient detail for the TO Contractor to address the deficiencies. The TO Contractor shall correct deficiencies and resubmit the corrected deliverable for acceptance within the agreed-upon time period for correction.

At the TO Manager's discretion, subsequent project tasks may not continue until deliverable deficiencies are rectified and accepted by the TO Manager or the TO Manager has specifically issued, in writing, a waiver for conditional continuance of project tasks.

3.18.3 MINIMUM DELIVERABLE QUALITY

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

Each deliverable shall meet the following minimum acceptance criteria:

- a. Be presented in a format appropriate for the subject matter and depth of discussion.
- b. Be organized in a manner that presents a logical flow of the deliverables.
- c. Represent factual information reasonably expected to have been known at the time of submittal.
- d. In each section of the deliverable, include only information relevant to that section of the deliverable.
- e. Contain content and presentation consistent with industry best practices in terms of deliverable completeness, clarity, and quality.
- f. Meets the acceptance criteria applicable to that deliverable, including any State policies, functional or non-functional requirements, or industry standards.
- g. Contains no structural errors such as poor grammar, misspellings or incorrect punctuation.

3.18.4 DELIVERABLE DESCRIPTIONS / REQUIRED CONTENT

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

ID #	Deliverable Description	Required Content	Due Date / Frequency
3.18.4.1	Monthly Status Report	A monthly status report shall include at a minimum: accomplishments during implementation phase and O&M phase, status of operational activities, statistics of work performed - including but not limited to defects, service desk calls and resolution, risks and issues, SLA report, and staffing changes.	Every month by 3rd Business Day
3.18.4.2	Project Management Plan (PMP)	<p>The PMP shall include the following:</p> <ol style="list-style-type: none"> 1. A Microsoft Project schedule demonstrating tasks, task estimates, resource assignments, and dependencies for both Agency and TO Contractor personnel, with tasks no less than 8 hours and no greater than 80 hours. 2. Work Breakdown Structure 3. Schedule Management Plan 4. Resource Management Plan 	<p>Initial Delivery: NTP+ 10 Business Days, and updates as needed or requested.</p> <p>Updates for Project Schedule: Bi-weekly</p>

ID #	Deliverable Description	Required Content	Due Date / Frequency
		5. Issue/Risk Management and Escalation Procedures 6. Project Change Control Management Plan 7. Communication Plan 8. Quality Management Plan 9. Requirements Review 10. Deployment Plan 11. Configuration Plan 12. Training Plan	
3.18.4.3	Testing and Training environments installed and operational	Working version of the System installed, configured, customized and access provided to State staff for use.	Initial Delivery: NTP + 2 months Updates: As per project schedule
3.18.4.4	Requirements Traceability Matrix	Links the requirements to the source and traces them through the project life cycle.	Initial Delivery: NTP+ 2 months Updates: Per PI
3.18.4.5	Gap Features Design, Develop and Implementation Plan	Overall release plan for features prioritized as per gap analysis and align with PI schedules.	Initial Delivery: NTP+ 4 months Updates: Per PI schedule
3.18.4.6	Master Test Plan	Describes the scope, content, methodology, sequence, responsibilities and activities as well as the management of the test responsibilities and activities. This must include unit test, integration test, user acceptance test, data conversion test and performance test.	Initial Delivery: NTP + 5 months Updates: Per each Sprint
3.18.4.7	System Design Document	Describes the System requirements, operating environment, system and subsystem architecture, files and database design - comprehensive data dictionary including ER diagrams, description of tables and columns, database constraints, triggers, stored procedures, input formats, output layouts, user interface, processing logic and external interfaces.	Initial Delivery: NTP+ 7 months Updates: Per PI

ID #	Deliverable Description	Required Content	Due Date / Frequency
3.18.4.8	Training Services and Related Documentation	Professional training services and training materials on how to use the System and its functionality.	Initial Delivery: NTP + 8 months Updates: Per PI schedule
3.18.4.9	System Integration Test (SIT) and Results Report	Test results with plan to address any defects. There should not be any critical and high defects open at the end of the SIT phase.	Initial Delivery: NTP + 9 months Updates: Per PI schedule
3.18.9.10	User Acceptance Test (UAT) and Results Report	Test results with plan to address defects if any. There should not be any critical and high defects open at the end of the UAT phase.	Initial Delivery: NTP + 12 months Updates: Per PI schedule
3.18.4.11	Performance Test and Results Report	Test results with plan to address defects if any. There should not be any critical and high defects open at the end of the performance Test phase.	Initial Delivery: NTP + 13 months Updates: Per PI schedule
3.18.4.12	Post Implementation Plan	<ol style="list-style-type: none"> 1. The description of the process to be used by State to obtain operational system support for the System. 2. A description of the TO Contractor's support organization with contact names, E-mail addresses and telephone numbers. 3. A description of the Service Level Agreement between TO Contractor and State and processes to be used by TO Contractor to ensure that these service levels are maintained. 4. Trouble Ticket escalation procedures. 5. A description of pre-scheduled maintenance policies and windows for operation. 6. Backup and Restore procedures. 	Initial Delivery: NTP + 14 months Updates: As per project schedule
3.18.4.13	Final System Delivery	<ol style="list-style-type: none"> 1. Access to the fully functional system with migrated data for all current and new users in non-production and production environments. 2. All applicable system documentation that facilitates usage, operation and maintenance of the system. 	Initial Delivery: NTP + 15 months Updates: None

ID #	Deliverable Description	Required Content	Due Date / Frequency
3.18.4.14	Transition Out Plan	Must include the minimum requirements per Section 3.9.2 and processes for handing-off of project materials, project and product documentation, electronic media if applicable, any final reports and updated work plans.	Initial Delivery: 120 business days in advance of Contract end date Updates: As needed

3.19 WORK ORDER PROCESS

- a. Additional services and resources will be provided via a Work Order process. A Work Order may be issued for either fixed price or time and materials (T&M) pricing or both. T&M Work Orders will be issued in accordance with pre-approved Labor Categories with the fully loaded rates proposed in Attachment 1 Price Sheet.
- b. The TO Manager shall e-mail a Work Order Request (See Attachment 16) to the TO Contractor to provide services or resources that are within the scope of this TORFP. The Work Order Request will include:
 1. Technical requirements and description of the service or resources needed;
 2. Performance objectives and/or deliverables, as applicable;
 3. Due date and time for submitting a response to the request; and
 4. Required place(s) where work must be performed.
- c. The TO Contractor shall e-mail a response to the TO Manager within the specified time and include at a minimum:
 1. A response that details the TO Contractor's understanding of the work;
 2. A price to complete the Work Order Request using the format provided in Attachment 16;
 3. A description of proposed resources required to perform the requested tasks, with CATS+ labor categories listed in accordance with Attachment 1;
 4. An explanation of how tasks shall be completed. This description shall include proposed subcontractors and related tasks;
 5. State-furnished information, work site, and/or access to equipment, facilities, or personnel; and
 6. The proposed personnel resources, including any subcontractor personnel, to complete the task.
- d. For a T&M Work Order, the TO Manager will review the response and will confirm the proposed labor rates are consistent with this TORFP. For a fixed price Work Order, the TO Manager will review the response and will confirm the proposed prices

are acceptable.

- e. The TO Manager may contact the TO Contractor to obtain additional information, clarification or revision to the Work Order, and will provide the Work Order to the TO Procurement Officer for a determination of compliance with the TO and a determination whether a change order is appropriate. Written approval from the TO Procurement Officer is required before the Work Order is executed by the State.
- f. Proposed personnel on any type of Work Order shall be approved by the TO Manager. The TO Contractor shall furnish resumes of proposed personnel specifying the labor category from the CATS+ Labor Categories proposed in the TO Proposal. The TO Manager shall have the option to interview the proposed personnel and, in the event of an interview or not, shall notify the TO Contractor of acceptance or denial of the personnel.
- g. Performance of services under a Work Order shall commence consistent with an NTP issued by the TO Manager for such Work Order.

3.20 INVOICING

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

Invoices shall be submitted following the deliverable schedule as outlined in Section 3.18.4 and the pricing sheet (Attachment 1). The invoice shall include the services performed during the invoicing period and scheduled deliverables.

3.20.1 INVOICE SUBMISSION PROCEDURE

- a. Proper invoices for payment shall contain the TO Contractor's Federal Tax Identification Number, "DHR" as the recipient, date of invoice, TO Agreement number, invoiced item description, invoiced item number (e.g., "2.7.4.1."), period of performance covered by the invoice, a total invoice amount, and a TO Contractor point of contact with telephone number.
- b. All invoices submitted for payment shall be accompanied by signed notice(s) of acceptance as described below. Payment of invoices will be withheld if the appropriate signed acceptance form documentation is not submitted.
 - 1. To be considered a proper T&M invoice (for TO requirements and for T&M Work Orders issued under this TO Agreement) the TO Contractor shall include with the signed invoice a signed DPAF for each applicable deliverable being invoiced and signed timesheet(s) as described in 3.18.2. Include for each person covered by the invoice the following, individually listed per person: name, hours worked, hourly labor rate, invoice amount and a copy of each person's timesheet for the period signed by the TO Manager.
 - 2. To be considered a proper Fixed Price invoice, the TO Contractor shall include with the signed invoice a signed DPAF (Attachment 8) for each deliverable invoiced. Payment will only be made upon completion and acceptance of the

deliverables as defined in Section 3.18.

- c. **The TO Contractor shall mail / e-mail the original of each invoice and signed notice(s) of acceptance to the TO Requesting Agency at 1100 Eastern Boulevard, Essex, MD 21221, Email address: oths.epmo@maryland.gov, with a copy to the TO Manager.**
- d. Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

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

- a. The amount invoiced is inconsistent with the TO Agreement.
- b. The invoice has not been received by the party or office specified in the TO Agreement.
- c. The invoice or performance under the TO Agreement is in dispute or the TO Contractor has failed to otherwise comply with the provisions of the TO Agreement.
- d. The item or services have not been accepted.
- e. The quantity of items delivered is less than the quantity ordered and/ or they do not meet the acceptance criteria outlined in the deliverables table in Section 3.18.4.
- f. The items or services do not meet the quality requirements of the TO.
- g. If the TO Agreement provides for progress payments, the proper invoice for the progress payment has not been submitted pursuant to the schedule contained in the agreement.
- h. If the TO Agreement provides for withholding retainage, and the invoice is for the retainage, all stipulated conditions for release of the retainage have not been met.
- i. The TO Contractor has not submitted satisfactory documentation or other evidence reasonably required by the TO Procurement Officer concerning performance under the TO Agreement and compliance with its provisions.

3.20.2 TIMESHEET SUBMISSION AND ACCEPTANCE

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

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

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

- a. Title: “Time Sheet for MD CJAMS”
- b. Issuing company name, address, and telephone number

- c. For each employee /resource:
1. Employee / resource name
 2. For each Period ending date, e.g., “Period Ending: mm/dd/yyyy” (Periods run 1st through 15th and 16th through last day of the month.
 - Tasks completed that week and the associated deliverable names and ID#s
 - Number of hours worked each day
 - Total number of hours worked that Period
 - Weekly variance above or below 40 hours
 - Annual number of hours planned under the TO
 - Annual number of hours worked to date
 - Balance of hours remaining
 - Annual variance to date (Sum of periodic variances)
- d. Signature and date lines for the TO Manager

3.21 SOC 2 TYPE II AUDIT

- a. The TO Contractor and/or subcontractors who provide services that handle Sensitive Data must -comply with this clause, assuming the TO Contractor and/or subcontractor receives copies of any data for use in providing services, including any system and/or user acceptance testing of the new System and any provided data that contains Sensitive Data.
- b. The TO Contractor shall have an annual audit performed by an independent audit firm of the TO Contractor and/or subcontractors’ handling of Sensitive Data and/or the Department or Agency’s critical functions, which is identified in Section 3, Scope of Work and shall address all areas relating to information technology security and operational processes. These services provided by the TO Contractor and/or subcontractors that shall be covered by the audit will collectively be referred to as the “Information Functions and/or Processes.” Such audits shall be performed in accordance with audit guidance: Reporting on Controls at a Service Organization Relevant to Security, Availability, Processing Integrity, Confidentiality, or Privacy (SOC 2) as published by the American Institute of Certified Public Accountants (AICPA) and as updated from time to time, or according to the most current audit guidance promulgated by the AICPA or similarly-recognized professional organization, as agreed to by the Department or Agency, to assess the security of outsourced client functions or data (collectively, the “Guidance”).
- c. The type of audit to be performed in accordance with the Guidance is a SOC 2 Type 2 Audit (referred to as the “SOC 2 Report”). The initial SOC 2 Report audit shall be scheduled and completed within a timeframe to be specified by the State and submitted to the TO Agreement Manager. All subsequent SOC 2 audits that are arranged after this initial audit shall be performed on an annual basis and shall be submitted to the TO Manager within January 31st for the preceding calendar year.

- d. The SOC 2 Report shall report on the description of the TO Contractor and/or subcontractors' system and controls and the suitability of the design and operating effectiveness of controls over the Information Functions and/or Processes relevant to the following trust principles: as defined in the aforementioned Guidance. The SOC 2 Report should also report on the suitability of the design and operating effectiveness of controls of the Information Functions and/or Processes to meet the requirements of the TO Agreement.
- e. The audit scope of each year's SOC 2 Report may need to be adjusted (including the inclusion or omission of the relevant trust services principles of Security, Availability, Confidentiality, Processing Integrity, and Privacy) to accommodate any changes to the TO Contractor's and/or Subcontractors' environment since the last SOC 2 Report. Such changes may include but are not limited to the addition of Information Functions and/or Processes through change orders or Work Orders under the TO Agreement; or, due to changes in information technology or operational infrastructure implemented by the TO Contractor and/or Subcontractors. The TO Contractor and/or Subcontractors shall ensure that the audit scope of each year's SOC 2 Report engagement shall accommodate these changes by including in SOC 2 Report all appropriate controls related to the current environment supporting the Information Functions and/or Processes, including those controls required by the TO Agreement. The scope of the SOC 2 Report shall include work performed by any Subcontractors that provide essential support to the TO Contractor and/or essential support to the Information Functions and/or Processes provided to the Department or Agency under the TO Agreement. The TO Contractor shall ensure the audit includes all of these Subcontractor(s) in the performance of the SOC 2 Report.
- f. All SOC 2 Reports, including those of the TO Contractor and/or Subcontractor, shall be performed at no additional expense to the Department.
- g. The TO Contractor and/or subcontractors shall promptly provide a complete copy of the final SOC 2 Report to the TO Manager upon completion of each annual SOC 2 Report engagement.
- h. The TO Contractor shall provide to the TO Manager, within thirty (30) calendar days of the issuance of each annual final SOC 2 Report, a documented corrective action plan which addresses each audit finding or exception contained in the SOC 2 Report. The corrective action plan shall identify in detail the remedial action to be taken by the TO Contractor and/or subcontractors along with the date(s) when each remedial action is to be implemented.
- i. If the TO Contractor and/or subcontractors currently have an annual information security assessment performed that includes the operations, systems, and repositories of the products/services being provided to the Department or Agency under the TO Agreement, and if that assessment generally conforms to the content and objective of

the Guidance, the Department will determine in consultation with appropriate State government technology and audit authorities whether the TO Contractor and/or subcontractors' current information security assessments are acceptable in lieu of the SOC 2 Report.

- j. If the TO Contractor and/or subcontractors fail during the TO Agreement term to obtain an annual SOC 2 Report by the date specified in Section 3.21C, the Department shall have the right to retain an independent audit firm to perform an audit engagement of a SOC 2 Report of the Information Functions and/or Processes being provided by the TO Contractor and/or subcontractors. The TO Contractor and/or Subcontractors agree to allow the independent audit firm to access its facility/ies for purposes of conducting this audit engagement(s), and will provide the support and cooperation to the independent audit firm that is required to perform the SOC 2 Report. The Department will invoice the TO Contractor for the expense of the SOC 2 Report(s), or deduct the cost from future payments to the TO Contractor.

3.22 INSURANCE

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

The Master Contractor shall also confirm that any insurance policies intended to satisfy the requirements of this TORFP are issued by a company that is licensed to do business in the State of Maryland. The recommended awardee must provide a certificate(s) of insurance with the prescribed coverage, limits and requirements within five (5) Business Days from notice of recommended award. During the period of performance for multi-year contracts the TO Contractor shall update certificates of insurance annually, or as otherwise directed by the TO Manager.

3.23 CYBER SECURITY / DATA BREACH INSURANCE

In addition to the insurance specified in the Master Contract Section 2.7, TO Contractor shall maintain Cyber Security / Data Breach Insurance in the amount of \$10,000,000 per occurrence, and maximum of \$50,000,000 per year. The coverage must be valid in at all locations where work is performed or data or other information concerning the State's claimants and/or employers is processed or stored.

3.24 SECURITY REQUIREMENTS

3.24.1 SECURITY

- a. The State is building a cloud environment that will contain critical security controls assured to meet the standards of the State. It is required that the TO Contractor's solution be capable of being hosted in the State's cloud environment and operationally comply with the established security standards currently being established.
- b. Individual contractors should have Identity & Access Management (IAM) and other application level controls in accordance with State's security

standards.

- c. Security within cloud environment is provided on multiple levels: the operating system (OS) of the host platform, the virtual instance OS or guest OS, a firewall, and signed API calls. Each of these items builds on the capabilities of the others. The goal is to prevent data contained within the State's cloud environment from being intercepted by unauthorized systems or users and to provide an environment that is secure as possible without sacrificing the flexibility in configuration. The System must still meet functional requirements while operating in this environment.

Note to Offerors: If Offeror follows a more stringent standard(s) than those specified in this TORFP, map the standard followed to NIST to demonstrate compliance with those requirements.

Additional security requirements may be established in a Work Order.

3.24.2 SYSTEM IDENTIFICATION / LOGON BANNER

- a. The following banner shall be displayed when users log on to any system that stores, transmits or receive State data:

!!!!!! W A R N I N G !!!!!

This system may contain Government information, which is restricted to authorized users ONLY. Unauthorized access, use, misuse or modification of this computer system or of the data contained herein or in the transit to/from this system constitutes a violation of Title 18, United States Code, Section 1030, and may subject the individual to Criminal and Civil penalties pursuant to Title 26, United States Code, Sections 7213, 7213A (the Taxpayer Browsing Protection Act), and 7431. Additionally, unauthorized access or use also constitutes a violation of Md. Code Ann. State Government § 10-611 et seq. and Human Services § 1-201, and may be subject to criminal penalties as described in the statutes. This system and equipment are subject to monitoring to ensure proper performance of applicable security features or procedures. Such monitoring may result in the acquisition, recording and analysis of all data being communicated, transmitted, processed or stored in this system by a user. If monitoring reveals possible evidence of criminal activity, such evidence may be provided to Law Enforcement Personnel.

ANYONE USING THIS SYSTEM EXPRESSLY CONSENTS TO SUCH MONITORING

Established security standards shall be implemented to protect the connected systems, networks and shared data. At a minimum, the systems shall comply with the following security standards (using the most restrictive standard if there are duplicative requirements):

- b. National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53 - Security and Privacy Controls for Federal Information Systems and Organizations (moderate).
- c. HIPAA Security Standards: Technical Safeguards- 45 C.F.R. § 164.306(b), the Security Standards: General Rules, Flexibility of Approach.

- d. **Minimum Password Requirements** - The State uses Microsoft Active Directory for user authentication. In the event that the TO Contractor's System is not capable of integrating with Microsoft Active Directory, the TO Contractor shall meet the following construction, usage and change requirements when establishing passwords to any devices or systems that store, transmit or receive PII or PHI.

The TO Contractor shall:

1. Force users to change temporary passwords at the first logon.
 2. Prohibit password reuse by not allowing the last 24 passwords to be reused with a minimum password age of at least 2 days.
 3. Passwords shall not:
 - i. Be the same as the user ID
 - ii. Be stored in clear text
 - iii. Be displayed on the screen
 - iv. Contain leading or trailing blanks
 4. Passwords shall:
 - i. Be changed every forty-five (45) days
 - ii. Be a minimum of eight (8) characters and consist of mixed alphabetic and numeric and special characters
 - iii. Not consist of all numbers, all special characters, or all alphabetic characters.
- e. **Security Incidents** – The TO Contractor shall thoroughly investigate and document all security incidents. The TO Contractor shall notify TO Manager via telephone within 24 hours upon initial detection of an incident, followed up in writing via email by close of the business day. The TO Contractor shall follow published and accepted procedures available online at www.us-cert.gov until complete containment of the security breach. At a minimum the following events shall be reviewed:
1. Three failed attempts per a single user per calendar day to access or modify security files, password tables or security devices. Three failed attempts shall lock up the user account;
 2. Disabled logging or attempts to disable logging;
 3. Two (2) or more failed attempts to access or modify confidential information within a week (5 business days); or
 4. Any unauthorized attempts to modify software or to disable hardware configurations.
- f. **Auditing** – Enable appropriate logging parameters on systems supporting this System to monitor user activities, authorized or failed access attempts, system expectations, and critical information security events as recommended by the operating system, application manufacturers, and information security standards, including IRS Safeguards-Publication 1075 (www.irs.gov/Forms-&-Pubs). All changes are documented and stored on a secure server. Changes shall also be logged to a server that maintains records for forty-five (45) Business Days. The following minimum set of events/actions shall be logged:
1. Additions, changes or deletions to data produced by IT systems.

2. Authorized and failed access attempts.
3. Critical information security events as recommended by the operating system and application manufacturers.
4. Identification and authentication process.
5. Actions performed by system operators, system managers, system engineers, technical support, data security officers, system administrators, service accounts, and individuals with edit/delete permissions.
6. Emergency actions performed by support personnel and highly privileged system and security resources.
7. The audit trails shall include at least the following information:
 - i. Date and time of event
 - ii. User ID of person performing the action
 - iii. Type of event
 - iv. Asset name and type of account
 - v. Source (terminal, port, location, IP address) where technically feasible; and Identification and authentication processes
 - vi. Retain the aforementioned logs and review them at least daily to identify suspicious or questionable activity for investigation, documenting their cause and perform remediation, if required
 - vii. Produce reports of audit events related to changes made to the system

3.24.3 DHR'S STANDARDS - VIRUS PROTECTION AND SECURITY

- a. Ensure that antivirus and anti-malware software is installed and maintained on all systems supporting the services provided under this TO Agreement; that the anti-virus and anti-malware software is automatically updated; and that the software is configured to actively scan and detect threats to the system for remediation.
- b. TO Contractor equipment and applicable operating system software, including but not limited to computers, laptops, printers, copiers, and fax machines are the sole responsibility of the TO Contractor. DHR will not warranty, repair, fix, maintain, or replace TO Contractor equipment and applicable operating system software.
- c. The TO Contractor shall complete any necessary paperwork as directed and coordinated with the TO Manager to obtain approval by the State to connect TO Contractor-owned equipment to a State LAN/WAN. Unless otherwise determined by the State, the TO Contractor shall provide its own computer or laptop and software licenses for each TO Contractor personnel. TO Contractor equipment shall meet or exceed the State standards for virus protection and security.
- d. The State shall, at its discretion, have the right to review and assess the TO Contractor's compliance to the security requirements and standards defined in the TO Agreement.

3.24.4 SECURITY CLEARANCE / CRIMINAL BACKGROUND CHECK

- a. The TO Contractor shall obtain from each prospective employee, a signed statement permitting a criminal background check.
- b. The TO Contractor shall obtain a Criminal Justice Information System (CJIS) State and Federal criminal background check, which shall include at a minimum: fingerprinting, a check of local law enforcement records where the individual has lived, worked, or attended school within the last 5 years, and a check of citizenship/residency, for each individual performing services under the TO Agreement. TO Contractor shall complete USCIS Form 1-9 to document verification of the identity and employment authorization of each new employee. Within 3 days of completion, TO Contractor shall process the new employee through E-Verify to assist with verification of his/her status and the documents provided. The E-Verify is free of charge and can be located at www.uscis.gov/e-verify.
- c. The criminal background check may be performed by a public or private entity and is done at the TO Contractor's expense. A criminal background check shall be completed prior to any TO Contractor or subcontractor's employee providing services or accessing DHR data or Federal Tax Information (FTI) (including but not limited to electronic data and/or paper files). The CJIS background check shall cover a period of ten (10) years.
- d. The CJIS criminal record check of each employee who will work on this TO Agreement shall be reviewed by the TO Contractor for convictions of any of the following crimes described below, which shall constitute a bar to employment under the TO Agreement:
 - child abuse;
 - child neglect;
 - spousal abuse;
 - any other crime against children including possession and/or distribution of child pornography;
 - a crime involving violence, including rape; sexual assault or homicide;
 - a crime involving telecommunications and electronics; or
 - felony crimes involving fraud and theft.
- e. The TO Contractor shall provide a Criminal Background Check Affidavit (Attachment 17) for each employee, certifying to the Department that a background check has been performed. **The signed permission to obtain a criminal background for all Key Personnel shall be submitted with the Proposals.**
- f. Criminal background checks or re-investigations must be conducted on all employees assigned to work under the TO Agreement. The TO Contractor

- shall provide the Affidavits, via e-mail to the TO Manager, no later than one (1) month after the NTP and annually at beginning of each TO Agreement year. This shall be done at the TO Contractor's expense. DHR reserves the right to disqualify any TO Contractor personnel whose background checks suggest conduct, involvements, and/or associations that DHR determines, in its sole discretion, to be inconsistent with the performance and/or security requirements set forth in this TORFP.
- g. If a prospective employee has been convicted of a criminal offense, including Probation Before Judgment, other than an offense listed in section 3.24.4(d) above, the TO Contractor shall make an initial individualized assessment of whether to hire the applicant. The Department reserves the right to reject any of TO Contractor's employees or subcontractors that DHR determines, in its sole discretion, to be inconsistent with the performance and/or security requirements set forth in this TORFP and DHR policy.
 - h. DHR reserves the right to perform additional background checks or spot audits to ensure the background checks have been completed and are current. DHR may randomly request a copy of a background check for any individual associated with the TO Agreement. The TO Contractor shall provide a copy of the background check within 24 hours of the request.
 - i. The TO Contractor shall ensure that any replacement personnel have a background check before starting employment.

3.24.5 ON-SITE SECURITY REQUIREMENT(S)

- 3.24.5.1 For the conditions noted below, TO Contractor personnel may be barred from entering or leaving any State site until such time that the State's conditions and queries are satisfied.
- 3.24.5.2 TO Contractor personnel may be subject to random security checks when entering and leaving State secured areas. The State reserves the right to require TO Contractor personnel to be accompanied while in secured premises.
- 3.24.5.3 Some State sites, especially those on premises of the Department of Public Safety and Correctional Services, require each person entering the premises to document and inventory items (such as tools and equipment) being brought onto the site, and to submit to a physical search of his or her person. Therefore, the TO Contractor personnel shall always have available an inventory list of tools being brought onto a site and be prepared to present the inventory list to the State staff or an officer upon arrival for review, as well as present the tools or equipment for inspection. Before leaving the site, the TO Contractor personnel will again present the inventory list and the tools or equipment for inspection. Upon both entering the site and leaving the site, State staff or a correctional or police officer may search TO Contractor

personnel.

- 3.24.5.4 Any TO Contractor personnel who enters the premises of a facility under the jurisdiction of the Department may be searched, fingerprinted (for the purpose of a criminal history background check), photographed and required to wear an identification card issued by the Department. Further, TO Contractor personnel shall not violate Md. Code Ann., Criminal Law Article Section 9-410 through 9-417 and such other security policies of the agency that controls the facility to which the TO Contractor personnel seeks access. The failure of any of the TO Contractor personnel to comply with any provision of the TO Agreement is sufficient grounds for the State to terminate the TO Agreement for default.
- 3.24.5.5 TO Contractor shall remove any TO Contractor personnel from working on the resulting TO Agreement where the State determines, at its sole discretion, that said TO Contractor personnel has not adhered to the security requirements specified herein.

3.24.6 DATA PROTECTION AND CONTROLS

TO Contractor shall ensure satisfaction of the following requirements:

3.24.6.1 DATA PROTECTION

- a. The TO Contractor and/or TO subcontractor shall implement administrative, physical and technical safeguards to protect State data that are no less rigorous than NIST SP 800-53 (Moderate-Impact Security Controls) and other accepted industry practice for information security, and shall ensure that all such safeguards, including the manner in which State data is collected, accessed, used, stored, processed, disposed of and disclosed comply with applicable data protection and privacy laws as well as the terms and conditions of this TO Agreement.
- b. Establish separate production, training and test environments for the System and ensure that production data is not replicated in the test environment unless it has been previously anonymized or otherwise modified to protect the confidentiality of Sensitive Data elements.
- c. Work with the State's cloud team to apply hardware and software hardening procedures as recommended by the manufacturer to reduce the System's surface of vulnerability. The purpose of system hardening is to eliminate as many security risks as possible. This is typically done by removing all non-essential software programs and utilities from the computer. These procedures may include but are not limited to removal of unnecessary software, disabling or removing of unnecessary services, the removal of unnecessary usernames or logins, and the deactivation of unneeded features in the System configuration files.

- d. Ensure that State data is not commingled with the TO Contractor's and/or TO subcontractor's other clients' data through the proper application of compartmentalization security measures. This includes but is not limited to classifying data elements and controlling access to those elements based on the classification and a user's access or security level.
- e. Apply data encryption to protect State data from improper disclosure or alteration. Data encryption should be applied to all State data in transit over networks and, State data at rest within the System, as well as to State data when archived for backup purposes. Encryption algorithms that are utilized for this purpose must comply with current Federal Information Processing Standards (FIPS), "Security Requirements for Cryptographic Modules", FIPS PUB 140-2. (csrc.nist.gov/publications/fips/fips140-2/fips1402.pdf).
- f. Work with the State's cloud team to ensure System and network environments are separated by properly configured and updated firewalls to preserve the protection and isolation of State data from unauthorized access as well as the separation of production and non-production environments.
- g. Meet weekly with State's cloud team to conduct reviews of network and system connections, documenting and confirming the business justification for the use of all service, protocols, and ports allowed, including the rationale for compensating controls implemented for those protocols considered insecure but necessary.
- h. Review at regular intervals the aforementioned network connections, documenting and confirming the business justification for the use of all service, protocols, and ports allowed, including the rationale or compensating controls implemented for those protocols considered insecure but necessary.
- i. Establish policies and procedures to implement and maintain mechanisms for regular vulnerability testing of operating system, application, and network devices. Such testing is intended to identify outdated software versions; missing software patches; device or software misconfigurations; and to validate compliance with or deviations from the TO Contractor's security policy. TO Contractor shall evaluate all identified vulnerabilities for potential adverse effect on security and integrity and remediate the vulnerability promptly or document why remediation action is unnecessary or unsuitable. DHR shall have the right to inspect these policies and procedures and the performance of vulnerability testing to confirm the effectiveness of these measures for the services being provided under this TO Agreement.

3.24.6.2 DATA CONTROLS

- a. Ensure Sensitive Data under this service is not processed, transferred, or stored outside of the United States.
- b. Access to State data remotely is permitted only as required to provide technical support. The TO Contractor shall provide technical support on a 24x7x365 basis if requested by the State.

3.25 INCIDENT RESPONSE

The TO Contractor is responsible for developing and submitting an incident response plan, in accordance with State regulations, as well as requirements and best practices from NIST 800-53.

3.26 TO CONTRACTOR SERVICE DESK

The TO Contractor's service desk shall provide support to the State for all System issues that cannot be resolved by the State's service desk. Issues that cannot be resolved via the State's service desk and the State's project team will be forwarded to the TO Contractor's service desk for response and resolution. The TO Contractor's service desk shall be available by telephone 24 x 7 x 365 (refer to TORFP Section 3.11 for SLAs).

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SECTION 4 - TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

4.1 REQUIRED RESPONSE

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

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

4.2 SUBMISSION

4.2.1 E-MAIL SUBMISSION

The TO Technical Proposal shall be submitted in one or more unencrypted e-mails, with password protection and separate from the TO Financial Proposal. DHR can only accept email attachments that are less than or equal to 25 MB. If a submission exceeds this size, split the submission into two or more parts and include the appropriate part number in the subject (e.g., part 1 of 2) after the subject line information. **The email submission must be received by the TO Procurement Officer by the closing date and time listed in the Key Information Sheet.**

4.2.1.1 The e-mail containing the TO Technical Proposal shall include the following:

- a. Subject line "CATS+ TORFP # OTHS/MDTHK-17-004-S Technical" plus the Master Contractor Name.
- b. One attachment labeled "TORFP # OTHS/MDTHK-17-004-S Technical - Attachments" containing all Technical Proposal Attachments (see Section 4.3 below), signed and in PDF format.
- c. One attachment labeled "TORFP # OTHS/MDTHK-17-004-S Technical – Proposal" in Microsoft Word format (2007 or later).

4.2.1.2 The TO Financial Proposal shall be contained in one e-mail and include all attachments detailed in TORFP Section 4.4.2, with password protection, and include the following:

- a. Subject line "CATS+ TORFP # OTHS/MDTHK-17-004-S Financial" plus the Master Contractor Name
- b. One attachment labeled "TORFP # OTHS/MDTHK-17-004-S Financial" containing the TO Financial Proposal contents, signed and in PDF format.

NOTE: The TO Procurement Officer will contact Offerors for the password to open each password protected file. There shall be one password for the TO Technical Proposal even if there are multiple files included. After review and evaluation of the

TO Technical Proposals, the TO Procurement Officer will only contact those Offerors with TO Technical Proposals that are reasonably susceptible for award to obtain the password for TO Financial Proposals. The TO Financial Proposal shall have a separate and distinct password from the TO Technical Proposal. Offerors that are unable to provide a password that opens the TO Proposal documents will be deemed not susceptible for award. Subsequent submissions of Proposal content will not be allowed.

4.2.1.3 All pages of both TO Proposal volumes shall be consecutively numbered from beginning (Page1) to end (Page “x”).

4.3 SUMMARY OF ATTACHMENTS

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

The following signed attachments shall be included with the TO Technical Proposal in PDF format (with password protection):

- a. Attachment 2 - MBE Attachment 2-1A
- b. Attachment 4 – Conflict of Interest Affidavit and Disclosure
- c. Attachment 5A and 5B- Attachment 5A Qualifications Summary and Attachment 5B Personnel Resume Form
- d. Attachment 12 – Living Wage Affidavit of Agreement
- e. Attachment 14 – Veteran-Owned Small Business Enterprise Utilization Affidavit
- f. Attachment 15 - Certification Regarding Investments in Iran
- g. Attachment 18 - Location of the Performance of Services Disclosure
- h. Attachment 19 - Federal Funds Attachment
- i. Attachment 20 - Technical, Functional and Reporting Requirements

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

- Attachment 1 Price Sheet – Signed PDF

4.4 PROPOSAL FORMAT

A TO Proposal shall contain the following sections in order:

4.4.1 TO TECHNICAL PROPOSAL

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

- a. **Proposed Services**
 1. Executive Summary: A one-page summary describing the Offeror’s understanding of the TORFP Scope of Work (Section 3) and proposed solution.
 2. Proposed Solution: The Offeror shall describe, in detail, the Offeror’s understanding of the TORFP Scope of Work and how its proposed services will meet or exceed the requirements, the Offeror’s proposed methodology and solution, and technical approach to the major activities that must be performed to

complete the Scope of Work, including the services of any proposed subcontractors. The proposed solution shall be organized to exactly match the requirements outlined in Section 3. Any exception to a requirement, term, or condition may result in having the TO Proposal classified as not reasonably susceptible of being selected for award or the Offeror deemed not responsible.

3. Draft Work Breakdown Structure (WBS): A matrix or table that shows a breakdown of the tasks required to complete the requirements and deliverables in Section 3 - Scope of Work. Except as where required, the WBS should reflect the chronology of tasks without assigning specific time frames or start / completion dates. The WBS may include tasks to be performed by the State or third parties, for example, independent quality assurance tasks. Unless otherwise indicated, if the WBS appears as a deliverable in Section 3 – Scope of Work, the deliverable version will be a final version. Any subsequent versions shall be approved through a formal configuration or change management process.
 4. Draft Integrated Project Schedule: Details all relevant activities for deployment of the new CJAMS System. The implementation schedule for system integration and data conversion shall be progressively elaborated by collaboratively working with State identified resources as the new solution is deployed.
 5. Draft Project or Work Schedule: A Gantt or similar chart containing tasks and estimated time frames for completing the requirements and deliverables in Section 3 - Scope of Work. The final schedule should come later as a deliverable under the TO Agreement after the TO Contractor has had an opportunity to develop realistic estimates. The Project or Work Schedule may include tasks to be performed by the State or third parties.
 6. Draft Risk Assessment: Identification and prioritization of risks inherent in meeting the requirements in Section 3 - Scope of Work. Includes a description of strategies to mitigate risks. If the Risk Assessment appears as a deliverable in Section 3 – Scope of Work, that version will be a final version. Any subsequent versions should be approved through a formal configuration or change management process.
 7. Assumptions: A description of any assumptions formed by the Offeror in developing the TO Technical Proposal.
 8. Tools the Master Contractor and sub-contractor owns and proposes for use to meet any requirements in Section 3.
 9. Disaster Recovery Plan: A comprehensive DR approach in the State’s cloud service platform, including an explanation of how the data will be recovered.
- b. **Proposed Key Personnel and TORFP Staffing**
Offeror shall propose exactly four (4) Key Personnel and include resumes in response to this TORFP. Offeror shall:
1. Complete and provide for each proposed Key Personnel Attachment 5A Qualifications Summary and Attachment 5B Personnel Resume Form.

2. Provide evidence that the proposed Key Personnel possess the experience levels, qualifications and any required certifications in accordance with TORFP Section 2.
 3. Provide three (3) references per proposed Key Personnel containing the information listed in Attachment 5B.
 4. Provide a Staffing Management Plan that demonstrates how the Offeror will provide resources requested in this TORFP, and how the TO Contractor personnel shall be managed. The Plan shall include:
 - a) Planned team composition by role (**Important! Identify specific names and provide history only for the Key Personnel required for evaluation of this TORFP**).
 - b) Process and proposed lead time for locating and bringing on board resources that meet the requirements of the TORFP.
 - c) Supporting descriptions for all labor categories proposed in response to this TORFP.
 - d) Description of approach for quickly substituting qualified personnel after start of TO Agreement.
 5. Provide the names and titles of the Offeror's management staff who will supervise the personnel and quality of services rendered under this TO Agreement.
- c. **MBE, SBE Participation and VSBE Participation**
- Submit completed MBE documents 2-1A.
- Submit completed VSBE documents 14 V-1 and V-1A.
- d. **Subcontractors**
- Identify all proposed subcontractors, including MBEs, and their roles in the performance of Section 3 - Scope of Work.
- e. **Overall Offeror team organizational chart**
- Provide an overall team organizational chart with all team resources available to fulfill the TORFP requirements.
- f. **Master Contractor and Subcontractor Experience Levels, Qualifications and Capabilities**
1. The Offeror must provide documentation of prior experience in the deployment, system integration and support of a system using a COTS and/or Open Source product.
 2. The Offeror must provide a minimum of two (2) references that support the Offeror's successful deployment, system integration and support of a COTS and/or Open Source solution within the three (3) years from the date of issuance of this TORFP. Sub-contractor experience may be used for one of the references. At least one reference must be from a public sector customer.
 3. Provide up to three (3) examples of engagements or contracts the Master

Contractor or subcontractor has completed involving the deployment, system integration and support of a COTS and/or Open Source solution. Include contact information for each client organization complete with the following:

- a) Name of organization.
 - b) Point of contact name, title, e-mail and telephone number (point of contact shall be accessible and knowledgeable regarding experience).
 - c) Services provided as they relate to Section 3 - Scope of Work.
 - d) Start and end dates for each example engagement or contract.
 - e) Current Master Contractor and subcontractor team personnel who participated on the engagement.
 - f) If the Master Contractor or subcontractor is no longer providing the services, explain why not.
4. State of Maryland Experience: If applicable, the Master Contractor and subcontractor 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 and subcontractor shall provide the following (if not already provided in sub-paragraph 1 above):

- a) Contract or task order name
- b) Name of organization.
- c) Point of contact name, title, e-mail, and telephone number (point of contact shall be accessible and knowledgeable regarding experience)
- d) Start and end dates for each engagement or contract. If the Master Contractor is no longer providing the services, explain why not.
- e) Dollar value of the contract.
- f) Indicate if the contract was terminated before the original expiration date.
- g) Indicate if any renewal options were not exercised.

Note - State of Maryland experience can be included as part of Section 2 above as engagement or contract experience. State of Maryland experience is neither required nor given more weight in proposal evaluations.

g. State Assistance

Provide an estimate of participation by State personnel expected.

h. Confidentiality

A Master Contractor and subcontractor should give specific attention to the identification of those portions of its TO 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.

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

Master Contractors and subcontractors 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.

i. **Proposed Facility**

DHR will not provide a working location for the TO Contractor and personnel. The TO Contractor will be responsible for providing its own facility within a 15 mile radius of DHR-SSC located at 311 W. Saratoga Street, Baltimore, MD 21201.

The facility must have connectivity to State's cloud region in addition to the State's network. The TO Contractor's facility must meet all SOC-II Audit requirements as described in security Section 3.21. The Department reserves the right to tour the Offeror's proposed facility.

j. **Additional Submissions**

1. Copy of any software licensing agreement for any software proposed to be licensed to the State under this TO Agreement (e.g., EULA, Enterprise License Agreements). **A link to manufacturer's site is NOT acceptable.**
2. Letter of Authorization from the manufacturer if the Offeror is not the COTS provider.

4.4.2 FINANCIAL PROPOSAL

- a. A description of any assumptions upon which the Master Contractor's TO Financial Proposal is based. Assumptions shall not constitute conditions, contingencies, or exceptions to the Price Sheet.
- b. Attachment 1– Price Sheet, with all proposed labor categories including all fully loaded rates. Master Contractors shall list all resources by approved CATS+ labor categories in the Price Proposal.
- c. To be responsive to this TORFP, the Price Sheet (Attachment 1) shall provide labor rates for all labor categories anticipated for this TORFP. Proposed rates shall not exceed the rates defined in the Master Contract for the Master Contract year(s) in effect at the time of the TO Proposal due date.

Note: Failure to specify a CATS+ labor category in the completed Price Sheet for each proposed resource will make the TO proposal non-responsive to this TORFP. Prices shall be valid for 120 days.

SECTION 5 - TASK ORDER AWARD PROCESS

5.1 OVERVIEW

The TO Contractor will be selected from among all eligible Master Contractors within the appropriate Functional Area responding to the CATS+ TORFP. In making the TO Agreement award determination, the TO Requesting Agency will consider all information submitted in accordance with Section 4.

5.2 TO PROPOSAL EVALUATION CRITERIA

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

- a. The Offeror's Technical Response to the TORFP as outlined in Section 3. The State will consider the Offeror's demonstrated understanding of the business requirements, the Offeror's technical capabilities, including inherent risk, the proposed solution's match with the features in Attachment 20, and demonstration of the proposed solution.
- b. The level of experience, qualifications and capability of the proposed Key Personnel to perform the required tasks and produce the required deliverables in the TORFP.
- c. The overall experience level, qualifications, capability and references for the Master Contractor and the subcontractors as described in the Master Contractor's TO Technical Proposal.
- d. The ability for the Master Contractor to meet staffing expectations relative to supplying additional personnel for this TORFP that meet the experience and qualifications in Section 2.

5.3 SELECTION PROCEDURES

- a. TO Technical Proposals will be assessed throughout the evaluation process based on the criteria set forth herein. The State will conduct Oral Presentations and may conduct discussions and permit the revision of TO Technical Proposals during these discussions. However, the State reserves the right to make an award without holding discussions. In either case, the State may determine an Offeror to be not responsible and/or the Offeror's TO Technical Proposal to be not reasonably susceptible of being selected for award at any time after the initial closing date for receipt of TO Proposals and prior to TO award.
- b. For all TO Proposals deemed technically qualified, Oral Presentations and demonstrations of proposed COTS and/or Open Source solution will be scheduled.
- c. TO Technical Proposals will be ranked from highest to lowest for technical merit.
- d. 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.
- e. Qualified TO Financial Proposal responses will be reviewed and ranked from lowest to

highest price proposed.

- f. When in the best interest of the State, the Procurement Officer may permit Qualified Offerors to revise their initial Proposals and submit, in writing, Best and Final Offers (BAFOs). The State may make an award without issuing a request for a BAFO.
- g. Upon completion of the TO Technical Proposal and TO Financial Proposal evaluations and rankings, each Offeror will receive an overall ranking. The Procurement Officer will recommend award of the Contract to the responsible Offeror that submitted the Proposal determined to be the most advantageous to the State. In making this most advantageous Proposal determination, technical and financial factors will receive greater weight.-
- h. All Master Contractors submitting a TO Proposal shall receive written notice from the TO Procurement Officer identifying the awardee.

5.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

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

- a. Issuance of a fully executed TO Agreement;
- b. Non-Disclosure Agreement (TO Contractor);
- c. Proof of insurance (see TORFP Section 3.22);
- d. Purchase Order; and
- e. A Notice to Proceed authorized by the TO Procurement Officer. See Attachment 7 - Notice to Proceed (sample).

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SECTION 6 - LIST OF ATTACHMENTS

Attachment Label	Attachment Name	Applicable to this TORFP?	Submit with Proposal?* (Submit, Do Not Submit, N/A)
Attachment 1	Price Sheet	Applicable	Submit with TO Financial Proposal with password protection
Attachment 2	Minority Business Enterprise Participation (Attachments 1A – 5)	Applicable	Submit Attachment 2-1A with TO Technical Proposal
Attachment 3	Task Order Agreement (TO Agreement)	Applicable	Do Not Submit with Proposal
Attachment 4	Conflict of Interest Affidavit and Disclosure	Applicable	Submit with TO Technical Proposal
Attachment 5	Labor Classification Personnel Resume Summary	Applicable	Submit with TO Technical Proposal
Attachment 6	Pre-Proposal Conference Directions	Applicable	Do Not Submit with Proposal
Attachment 7	Notice to Proceed (Sample)	Applicable	Do Not Submit with Proposal
Attachment 8	Agency Deliverable Product Acceptance Form (DPAF)	Applicable	Do Not Submit with Proposal
Attachment 9	Non-Disclosure Agreement (Offeror)	Applicable	Do Not Submit with Proposal
Attachment 10	Non-Disclosure Agreement (TO Contractor)	Applicable	Do Not Submit with Proposal
Attachment 11	TO Contractor Self-Reporting Checklist	Applicable	Do Not Submit with Proposal
Attachment 12	Living Wage Affidavit of Agreement	Applicable	Submit with TO Technical Proposal
Attachment 13	Mercury Affidavit	Not Applicable	N/A
Attachment 14	Veteran Owned Small Business Enterprise Utilization Affidavit	Applicable	Submit Attachments V-1 and V-1A with TO Technical Proposal
Attachment 15	Certification Regarding Investments in Iran	Applicable	Submit with TO Technical Proposal
Attachment 16	Sample Work Order	Applicable	Do Not Submit with Proposal
Attachment 17	Criminal Background Check Affidavit	Applicable	Submit before individual staff begin work
Attachment 18	Location of Performance of Services Disclosure	Applicable	Submit with Technical Proposal
Attachment 19	Federal Funds Attachment	Applicable	Submit with Technical Proposal
Attachment 20	Technical, Functional and Reporting Requirements	Applicable	Submit with Technical Proposal

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

Attachment 1: PRICE SHEET

Please refer to MS Excel version of the Price Sheet.

Attachment 2: MINORITY BUSINESS ENTERPRISE FORMS

The Minority Business Enterprise (MBE) subcontractor participation goal for this solicitation is 14%.

TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING REQUIREMENTS**CATS+ TORFP # OTHS/MDTHK-17-004-S**

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

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

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

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

1. Contractor shall structure its procedures for the performance of the work required in this Contract to attempt to achieve the minority business enterprise (MBE) subcontractor participation goal stated in the Invitation for Bids or Request for Proposals. Contractor agrees to exercise good faith efforts to carry out the requirements set forth in these Instructions, as authorized by the Code of Maryland Regulations (COMAR) 21.11.03.
2. **MBE Goals and Subgoals:** Please review the solicitation for information regarding the Contract's MBE overall participation goals and subgoals. After satisfying the requirements for any established subgoals, the Contractor is encouraged to use a diverse group of subcontractors and suppliers from any/all of the various MBE classifications to meet the remainder of the overall MBE participation goal.
3. MBE means a minority business enterprise that is certified by the Maryland Department of Transportation ("MDOT"). Only entities certified by MDOT may be counted for purposes of achieving the MBE participation goals. In order to be counted for purposes of achieving the MBE participation goals, the MBE firm, including a MBE prime, must be MDOT-certified for the services, materials or supplies that it is committed to perform on the MBE Participation Schedule.
4. Please refer to the MDOT MBE Directory at www.mdot.state.md.us to determine if a firm is certified with the appropriate North American Industry Classification System ("NAICS") Code **and** the product/services description (specific product that a firm is certified to provide or specific areas of work that a firm is certified to perform). For more general information about NAICS, please visit www.naics.com. Only those specific products and/or services for which a firm is certified in the MDOT Directory can be used for purposes of achieving the MBE participation goals. **WARNING:** If the firm's NAICS Code is in graduated status, such services/products **may not be counted** for purposes of achieving the MBE participation goals. A NAICS Code is in the graduated status if the term "Graduated" follows the Code in the MDOT MBE Directory.
5. **NOTE: New Guidelines Regarding MBE Prime Self-Performance.** Please note that when a certified MBE firm participates as a prime contractor on a contract, a procurement agency may count the distinct, clearly defined portion of the work of the contract that the certified MBE firm performs with its own forces toward fulfilling up to fifty-percent (50%) of the MBE participation goal (overall) and up to one hundred percent (100%) of not more than one of the MBE participation subgoals, if any, established for the contract. In order to receive credit for self-performance, an MBE prime must list its firm in Section 4A of the MBE Participation

Schedule, including the certification category under which the MBE prime is self-performing and include information regarding the work it will self-perform. For the remaining portion of the overall goal and the subgoals, the MBE prime must also identify other certified MBE subcontractors (see Section 4B of the MBE Participation Schedule) used to meet those goals or request a waiver. For example, for a construction contract that has a 27% MBE overall participation goal and subgoals of 7% for African American firms and 4% for Asian American firms, subject to Section 4 above and this Section 5, a certified African American MBE prime can self-perform (a) up to 13.5 % of the overall goal and (b) up to 7% of the African American subgoal. The remainder of the overall goal and subgoals would have to be met with other certified MBE firms or a waiver request.

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

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

7. As set forth in COMAR 21.11.03.12-1, once the Contract work begins, the work performed by a certified MBE firm, including an MBE prime, can only be counted towards the MBE participation goal(s) if the MBE firm is performing a commercially useful function on the Contract. Please refer to COMAR 21.11.03.12-1 for more information regarding these requirements.

8. If you have any questions as to whether a firm is certified to perform the specific services or provide specific products, please contact MDOT's Office of Minority Business Enterprise at 1-800-544-6056 or via email to mbe@mdot.state.md.us sufficiently prior to the submission due date.

9. Worksheet: The percentage of MBE participation, calculated using the percentage amounts for all of the MBE firms listed on the Participation Schedule **MUST** at least equal the MBE participation goal **and** subgoals (if applicable) set forth in the solicitation. If a bidder/offeree is unable to achieve the MBE participation goal and/or any subgoals (if applicable), the bidder/offeree must request a waiver in Item 1 of the MBE Utilization and Fair Solicitation Affidavit (Attachment 2-1A) or the bid will be deemed not responsive, or the proposal determined to be not susceptible of being selected for award. You may wish to use the Subgoal summary below to assist in calculating the percentages and confirm that you have met

the applicable MBE participation goal and subgoals, if any.

Subgoals (if applicable)

Total African American MBE Participation: _____ %

Total Asian American MBE Participation: _____ %

Total Hispanic American MBE Participation: _____ %

Total Women-Owned MBE Participation: _____ %

Overall Goal

Total MBE Participation (include all categories): _____ %

**Attachment 2-1A: MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT
& MBE PARTICIPATION SCHEDULE**

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

In conjunction with the bid or offer submitted in response to Solicitation No. OTHS/MDTHK-17-004-S, I affirm the following:

1. MBE Participation (PLEASE CHECK ONLY ONE)

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

_____ percent African American-owned MBE firms

_____ percent Asian American-owned MBE firms

_____ percent Hispanic American-owned MBE firms

_____ percent Woman-owned MBE firms

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

Notwithstanding any subgoals established above, the Contractor is encouraged to use a diverse group of subcontractors and suppliers from any/all of the various MBE classifications to meet the remainder of the overall MBE participation goal.

OR

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

2. Additional MBE Documentation

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

- (a) Outreach Efforts Compliance Statement (Attachment 2-2);
- (b) MBE Subcontractor Project Participation Statement (Attachment 2-3);
- (c) Any other documentation, including waiver documentation if applicable, required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal and subgoals, if any.

I understand that if I fail to return each completed document within the required time, the

Procurement Officer may determine that I am not responsible and therefore not eligible for contract award. If the contract has already been awarded, the award is voidable.

3. Information Provided to MBE firms

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

4. MBE Participation Schedule

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

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

LIST INFORMATION FOR EACH CERTIFIED MBE FIRM YOU AGREE TO USE TO ACHIEVE THE MBE PARTICIPATION GOAL AND SUBGOALS, IF ANY.

MBE PRIMES: PLEASE COMPLETE BOTH SECTIONS A AND B BELOW.

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

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

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

CONTINUE ON SEPARATE PAGE IF NEEDED

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

 Bidder/Offeror Name
 (PLEASE PRINT OR TYPE)

 Signature of Authorized Representative

 Address

 Printed Name and Title

 City, State and Zip Code

 Date

SUBMIT AS INSTRUCTED IN TORFP

Attachment 2-1B: WAIVER GUIDANCE

GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET MBE PARTICIPATION GOALS

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

I. Definitions

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

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

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

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

MBE Firms – “MBE Firms” refers to a firm certified by the Maryland Department of Transportation (“MDOT”) under COMAR 21.11.03. Only MDOT-certified MBE Firms can

participate in the State's MBE Program.

II. Types of Actions Agency will Consider

The bidder/offeror is responsible for making relevant portions of the work available to MBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available MBE subcontractors and suppliers, so as to facilitate MBE participation. The following is a list of types of actions the procuring agency will consider as part of the bidder's/offeror's Good Faith Efforts when the bidder/offeror fails to meet the MBE Goal(s). This list is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

A. Identify Bid Items as Work for MBE Firms

1. Identified Items of Work in Procurements

(a) Certain procurements will include a list of bid items identified during the goal setting process as possible work for performance by MBE Firms. If the procurement provides a list of Identified Items of Work, the bidder/offeror shall make all reasonable efforts to solicit quotes from MBE Firms to perform that work.

(b) Bidders/Offerors may, and are encouraged to, select additional items of work to be performed by MBE Firms to increase the likelihood that the MBE Goal(s) will be achieved.

2. Identified Items of Work by Bidders/Offerors

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

(b) Where appropriate, bidders/offerors should break out contract work items into economically feasible units to facilitate MBE participation, rather than perform these work items with their own forces. The ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder/offeror of the responsibility to make Good Faith Efforts.

B. Identify MBE Firms to Solicit

1. MBE Firms Identified in Procurements

(a) Certain procurements will include a list of the MBE Firms identified during the goal setting process as available to perform the items of work. If the procurement provides a list of Identified MBE Firms, the bidder/offeror shall make all reasonable efforts to solicit those MBE firms.

(b) Bidders/offerors may, and are encouraged to, search the MBE Directory to identify additional MBEs who may be available to perform the items of work, such as MBEs certified or granted an expansion of services after the solicitation was issued.

2. MBE Firms Identified by Bidders/Offerors

(a) When the procurement does not include a list of Identified MBE Firms, bidders/offerors should reasonably identify the MBE Firms that are available to perform the Identified Items of Work.

(b) Any MBE Firms identified as available by the bidder/offeror should be certified to perform the Identified Items of Work.

C. Solicit MBEs

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

(a) provide the written solicitation at least 10 days prior to bid opening to allow sufficient time for the MBE Firms to respond;

(b) send the written solicitation by first-class mail, facsimile, or email using contact information in the MBE Directory, unless the bidder/offeror has a valid basis for using different contact information; and

(c) provide adequate information about the plans, specifications, anticipated time schedule for portions of the work to be performed by the MBE, and other requirements of the contract to assist MBE Firms in responding. (This information may be provided by including hard copies in the written solicitation or by electronic means as described in C.3 below.)

2. “All” Identified Firms includes the MBEs listed in the procurement and any MBE Firms you identify as potentially available to perform the Identified Items of Work, but it does not include MBE Firms who are no longer certified to perform the work as of the date the bidder/offeror provides written solicitations.

3. “Electronic Means” includes, for example, information provided via a website or file transfer protocol (FTP) site containing the plans, specifications, and other requirements of the contract. If an interested MBE cannot access the information provided by electronic means, the bidder/offeror must make the information available in a manner that is accessible to the interested MBE.

4. Follow up on initial written solicitations by contacting MBEs to determine if they are interested. The follow up contact may be made:

(a) by telephone using the contact information in the MBE Directory, unless the bidder/offeror has a valid basis for using different contact information; or

(b) in writing *via* a method that differs from the method used for the initial written solicitation.

5. In addition to the written solicitation set forth in C.1 and the follow up required in C.4, use all other reasonable and available means to solicit the interest of MBE Firms certified to perform the work of the contract. Examples of other means include:

(a) attending any pre-bid meetings at which MBE Firms could be informed of contracting and subcontracting opportunities; and

(b) if recommended by the procurement, advertising with or effectively using the services

of at least two minority focused entities or media, including trade associations, minority/women community organizations, minority/women contractors' groups, and local, state, and federal minority/women business assistance offices listed on the MDOT Office of Minority Business Enterprise website.

D. Negotiate With Interested MBE Firms

Bidders/Offerors must negotiate in good faith with interested MBE Firms.

1. Evidence of negotiation includes, without limitation, the following:
 - (a) the names, addresses, and telephone numbers of MBE Firms that were considered;
 - (b) a description of the information provided regarding the plans and specifications for the work selected for subcontracting and the means used to provide that information; and
 - (c) evidence as to why additional agreements could not be reached for MBE Firms to perform the work.
2. A bidder/offeror using good business judgment would consider a number of factors in negotiating with subcontractors, including MBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration.
3. The fact that there may be some additional costs involved in finding and using MBE Firms is not in itself sufficient reason for a bidder's/offeror's failure to meet the contract MBE goal(s), as long as such costs are reasonable. Factors to take into consideration when determining whether a MBE Firm's quote is excessive or unreasonable include, without limitation, the following:
 - (a) the dollar difference between the MBE subcontractor's quote and the average of the other subcontractors' quotes received by the bidder/offeror;
 - (b) the percentage difference between the MBE subcontractor's quote and the average of the other subcontractors' quotes received by the bidder/offeror;
 - (c) the percentage that the MBE subcontractor's quote represents of the overall contract amount;
 - (d) the number of MBE firms that the bidder/offeror solicited for that portion of the work;
 - (e) whether the work described in the MBE and Non-MBE subcontractor quotes (or portions thereof) submitted for review is the same or comparable; and
 - (f) the number of quotes received by the bidder/offeror for that portion of the work.
4. The above factors are not intended to be mandatory, exclusive, or exhaustive, and other evidence of an excessive or unreasonable price may be relevant.
5. The bidder/offeror may not use its price for self-performing work as a basis for rejecting a MBE Firm's quote as excessive or unreasonable.
6. The "average of the other subcontractors' quotes received" by the bidder/offeror refers to the average of the quotes received from all subcontractors. Bidder/offeror should attempt to receive quotes from at least three subcontractors, including one quote from a MBE and one quote from a Non-MBE.

7. A bidder/offeror shall not reject a MBE Firm as unqualified without sound reasons based on a thorough investigation of the firm's capabilities. For each certified MBE that is rejected as unqualified or that placed a subcontract quotation or offer that the bidder/offeror concludes is not acceptable, the bidder/offeror must provide a written detailed statement listing the reasons for this conclusion. The bidder/offeror also must document the steps taken to verify the capabilities of the MBE and Non-MBE Firms quoting similar work.

(a) The factors to take into consideration when assessing the capabilities of a MBE Firm, include, but are not limited to the following: financial capability, physical capacity to perform, available personnel and equipment, existing workload, experience performing the type of work, conduct and performance in previous contracts, and ability to meet reasonable contract requirements.

(b) The MBE Firm's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the efforts to meet the project goal.

E. Assisting Interested MBE Firms

When appropriate under the circumstances, the decision-maker will consider whether the bidder/offeror:

1. made reasonable efforts to assist interested MBE Firms in obtaining the bonding, lines of credit, or insurance required by the procuring agency or the bidder/offeror; and
2. made reasonable efforts to assist interested MBE Firms in obtaining necessary equipment, supplies, materials, or related assistance or services.

III. Other Considerations

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

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

IV. Documenting Good Faith Efforts

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

A. Items of Work (Complete Good Faith Efforts Documentation Attachment 2-1C, Part 1)

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

B. Outreach/Solicitation/Negotiation

1. The record of the bidder's/offeror's compliance with the outreach efforts prescribed by COMAR 21.11.03.09C(2)(a). (Complete Outreach Efforts Compliance Statement – Attachment 2-2).

2. A detailed statement of the efforts made to contact and negotiate with MBE Firms including:

(a) the names, addresses, and telephone numbers of the MBE Firms who were contacted, with the dates and manner of contacts (letter, fax, email, telephone, etc.) (**Complete Good Faith Efforts Attachment 2-1C Part 2, and submit letters, fax cover sheets, emails, etc. documenting solicitations**); and

(b) a description of the information provided to MBE Firms regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed and the means used to provide that information.

C. Rejected MBE Firms (Complete Good Faith Efforts Attachment 2-1C, Part 3)

1. For each MBE Firm that the bidder/offeror concludes is not acceptable or qualified, a detailed statement of the reasons for the bidder's/offeror's conclusion, including the steps taken to verify the capabilities of the MBE and Non-MBE Firms quoting similar work.

2. For each certified MBE Firm that the bidder/offeror concludes has provided an excessive or unreasonable price, a detailed statement of the reasons for the bidder's/offeror's conclusion, including the quotes received from all MBE and Non-MBE firms bidding on the same or comparable work. (**Include copies of all quotes received.**)

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

D. Other Documentation

1. Submit any other documentation requested by the Procurement Officer to ascertain the bidder's/offeror's Good Faith Efforts.

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

Exhibit A
MBE Subcontractor Unavailability Certificate

1. It is hereby certified that the firm of _____

(Name of Minority firm)

located at _____

(Number)

(Street)

(City)

(State)

(Zip)

was offered an opportunity to bid on Solicitation No. _____

in _____ County by _____

(Name of Prime Contractor's Firm)

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

Signature of Minority Firm's MBE Representative **Title** **Date**

MDOT Certification # Telephone #

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

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

Signature of Prime Contractor **Title** **Date**

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

Page of

Prime Contractor: _____	Project Description: _____
Solicitation Number: _____	

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

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

Company Name

Signature of Representative

Address

Printed Name and Title

City, State and Zip Code

Date

GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST

Part 1 – Identified items of work bidder/offeror made available to MBE firms

Page of

Prime Contractor: _____	Project Description: _____
Solicitation Number: _____	

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

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

Please check if Additional Sheets are attached.

GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST

Part 2 – identified MBE firms and record of solicitations

Page of

Prime Contractor: _____	Project Description: _____
Solicitation Number: _____	

Identify the MBE Firms solicited to provide quotes for the Identified Items of Work made available for MBE participation. Include the name of the MBE Firm solicited, items of work for which bids/quotes were solicited, date and manner of initial and follow-up solicitations, whether the MBE provided a quote, and whether the MBE is being used to meet the MBE participation goal. MBE Firms used to meet the participation goal must be included on the MBE Participation Schedule. Note: If the procurement includes a list of the MBE Firms identified during the goal setting process as potentially available to perform the items of work, the bidder/offeror should solicit all of those MBE Firms or explain why a specific MBE was not solicited. If the bidder/offeror identifies additional MBE Firms who may be available to perform Identified Items of Work, those additional MBE Firms should also be included below. Copies of all written solicitations and documentation of follow-up calls to MBE Firms must be attached to this form. This list should be accompanied by a Minority Contractor Unavailability Certificate signed by the MBE contractor or a statement from the bidder/offeror that the MBE contractor refused to sign the Minority Contractor Unavailability Certificate (see Exhibit A to MBE Attachment 2-1B). If the bidder/offeror used a Non-MBE or is self-performing the identified items of work, Part 4 must be completed.

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

Please check if Additional Sheets are attached.

GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST

Part 3 – additional information regarding rejected MBE quotes

Page of

Prime Contractor: _____	Project Description: _____
Solicitation Number: _____	

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

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

Please check if Additional Sheets are attached.

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

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

In conjunction with the bid/proposal submitted in response to Solicitation No. OTHS/MDTHK-17-004-S, I state the following:

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

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

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

4. **Please Check One:**

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

5. **Please Check One:**

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

Company Name

Signature of Representative

Address

Printed Name and Title

City, State and Zip Code

Date

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

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

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

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

Each of the Contractor and Subcontractor acknowledges that, for purposes of determining the accuracy of the information provided herein, the Procurement Officer may request additional information, including, without limitation, copies of the subcontract agreements and quotes. Each of the Contractor and Subcontractor solemnly affirms under the penalties of perjury that: (i) the information provided in this MBE Subcontractor Project Participation Affidavit is true to the best of its knowledge, information and belief, and (ii) has fully complied with the State Minority Business Enterprise law, State Finance and Procurement Article §14-308(a)(2), Annotated Code of Maryland which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a Bid/Proposal and:

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

PRIME CONTRACTOR

Signature of Representative: _____

Printed Name and Title: _____

Firm's Name: _____

Federal Identification Number: _____

Address: _____

Telephone: _____

Date: _____

SUBCONTRACTOR

Signature of Representative: _____

Printed Name and Title: _____

Firm's Name: _____

Federal Identification Number: _____

Address: _____

Telephone: _____

Date: _____

Attachment 2-3B: MBE ATTACHMENT

MBE PRIME PROJECT PARTICIPATION CERTIFICATION

Please complete and submit this form to attest each specific item of work that your MBE firm has listed on the MBE participation schedule (Attachment 2-1A) for purposes of meeting the MBE participation goals. This form must be submitted within 10 Working Days of notification of apparent award. If the Bidder/offeror fails to return this affidavit within the required time, the Procurement Officer may determine that the Bidder/offeror is not responsible and therefore not eligible for Contract award.

Provided that _____ (Prime Contractor’s Name) with Certification Number _____ is awarded the State contract in conjunction with Solicitation No. OTHS/MDTHK-17-004-S, such MBE Prime Contractor intends to perform with its own forces at least \$_____ which equals to _____% of the Total Contract Amount for performing the following products/services for the Contract:

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

MBE PRIME CONTRACTOR

Signature of Representative:

Printed Name and Title: _____

Firm’s Name: _____

Federal Identification Number: _____

Address: _____

Telephone: _____

Date: _____

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

**Department of Human Resources
Minority Business Enterprise Participation**

Prime Contractor Paid/Unpaid MBE Invoice Report

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

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

Signature: _____
Date: _____

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

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

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

MBE Subcontractor Name:		
MDOT Certification #:		
Contact Person:	Email:	
Address:		
City:	State:	ZIP:
Phone:	FAX:	

Subcontractor Services Provided:																					
List all payments received from Prime Contractor during reporting period indicated above. <table border="0"> <tr> <td align="center">Invoice Amount</td> <td align="center">Date</td> </tr> <tr> <td>1.</td> <td></td> </tr> <tr> <td>2.</td> <td></td> </tr> <tr> <td>3.</td> <td></td> </tr> <tr> <td>4.</td> <td></td> </tr> </table> Total Dollars Paid: \$ _____	Invoice Amount	Date	1.		2.		3.		4.		List dates and amounts of any unpaid invoices over 30 days old. <table border="0"> <tr> <td align="center">Invoice Amount</td> <td align="center">Date</td> </tr> <tr> <td>1.</td> <td></td> </tr> <tr> <td>2.</td> <td></td> </tr> <tr> <td>3.</td> <td></td> </tr> <tr> <td>4.</td> <td></td> </tr> </table> Total Dollars Unpaid: \$ _____	Invoice Amount	Date	1.		2.		3.		4.	
Invoice Amount	Date																				
1.																					
2.																					
3.																					
4.																					
Invoice Amount	Date																				
1.																					
2.																					
3.																					
4.																					

Prime Contractor:	Contact Person:
-------------------	-----------------

**Return one copy of this form to the following address (electronic copy with signature & date is preferred):

_____ Contract Manager _____ Contracting Unit <<TO Requesting Agency Name>> _____ _____ mailto:

Signature: _____
 Date: _____ (Required)

Attachment 2-4B: MBE PRIME CONTRACTOR REPORT

**Department of Human Resources
Minority Business Enterprise Participation**

MBE Prime Contractor Report

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

Contact Person:		
Address:		
City:	State:	ZIP:
Phone:	Fax:	E-mail:

INVOICE NUMBER	VALUE OF THE WORK	NAICS CODE	DESCRIPTION OF SPECIFIC PRODUCTS AND/OR SERVICES

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

Signature: _____
 Date: _____

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

Signature: _____
 Date: _____ (Required)

Attachment 2-5: SUBCONTRACTOR PAID/UNPAID MBE INVOICE REPORT

Minority Business Enterprise Participation

Subcontractor Paid/Unpaid MBE Invoice Report

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

MBE Subcontractor Name:		
MDOT Certification #:		
Contact Person:	Email:	
Address:		
City:	State:	ZIP:
Phone:	FAX:	
Subcontractor Services Provided:		

List all payments received from Prime Contractor during reporting period indicated above.	List dates and amounts of any unpaid invoices over 30 days old.																														
<table border="0"> <tr> <td></td> <td style="text-align: center;">Invoice Amount</td> <td style="text-align: center;">Date</td> </tr> <tr> <td>1.</td> <td></td> <td></td> </tr> <tr> <td>2.</td> <td></td> <td></td> </tr> <tr> <td>3.</td> <td></td> <td></td> </tr> <tr> <td>4.</td> <td></td> <td></td> </tr> </table>		Invoice Amount	Date	1.			2.			3.			4.			<table border="0"> <tr> <td></td> <td style="text-align: center;">Invoice Amount</td> <td style="text-align: center;">Date</td> </tr> <tr> <td>1.</td> <td></td> <td></td> </tr> <tr> <td>2.</td> <td></td> <td></td> </tr> <tr> <td>3.</td> <td></td> <td></td> </tr> <tr> <td>4.</td> <td></td> <td></td> </tr> </table>		Invoice Amount	Date	1.			2.			3.			4.		
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3.																															
4.																															
Total Dollars Paid: \$ _____	Total Dollars Unpaid: \$ _____																														

Prime Contractor:	Contact Person:
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**Return one copy of this form to the following address (electronic copy with signature & date is preferred):

_____ Contract Manager
 _____ Contracting Unit
 Department of Human Resources

 _____ mailto:

Signature: _____

Date: _____ (Required)

Attachment 3: TASK ORDER AGREEMENT

CATS+ TORFP # OTHS/MDTHK-17-004-S OF MASTER CONTRACT #060B2490023

This Task Order Agreement (“TO Agreement”) is made this ____ day of ____, 2017 by and between _____(TO Contractor) and the STATE OF MARYLAND, Department of Human Resources (DHR).

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
 - a) “Agency” means Department of Human Resources, as identified in the CATS+ TORFP # OTHS/MDTHK-17-004-S.
 - b) “CATS+ TORFP” means the Task Order Request for Proposals # OTHS/MDTHK-17-004-S, dated _____, including any addenda and amendments.
 - c) “Master Contract” means the CATS+ Master Contract between the Maryland Department of Information Technology and TO Contractor dated April 22, 2013.
 - d) “TO Procurement Officer” means Sang Kang. The Agency may change the TO Procurement Officer at any time by written notice.
 - e) “TO Agreement” means this signed TO Agreement between DHR and TO Contractor.
 - f) “TO Contractor” means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is _____.
 - g) “TO Manager” means Gail James. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
 - h) “TO Technical Proposal” means the TO Contractor’s technical response to the CATS+ TORFP dated date of TO Technical Proposal.
 - i) “TO Financial Proposal” means the TO Contractor’s financial response to the CATS+ TORFP dated date of TO Financial Proposal.
 - j) “TO Proposal” collectively refers to the TO Technical Proposal and TO Financial Proposal.
2. Scope of Work
 - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supersede the Master Contract.
 - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 3 of the CATS+ TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
 - a) The TO Agreement,
 - b) Exhibit A – CATS+ TORFP

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

5. Patents, Copyrights and Intellectual Property
 - 5.1 If the TO Contractor furnishes any design, device, material, process, or other item, which is covered by a patent or copyright or which is proprietary to or a trade secret of another, the TO Contractor shall obtain the necessary permission or license to permit the State to use such item or items.
 - 5.2 The State shall own all right, title and interest in and to all Custom Software Deliverables and all intellectual property rights subsisting therein. "Custom Software Deliverables" means all computer programs and software and all related documentation provided to the State pursuant to this TO Agreement. Custom Software Deliverables includes, but is not limited to, application modules developed to integrate with a commercial-off-the-shelf software, maintenance updates and bug fixes, configuration files, all related documentation describing the procedures for building, compiling and installing the software, including names and versions of the development tools; all software design information (e.g., module names and functionality); and user instructions. Custom Software Deliverables excludes any Third Party Intellectual Property.
 - 5.3 Immediately upon a TO Contractor's voluntary or involuntary filing of bankruptcy or any other insolvency proceeding, TO Contractor's dissolution, TO Contractor's merger with or acquisition by another company or TO Contractor, discontinuance of support of any software or system, the TO Contractor shall deliver to the State (except to the extent previously provided to the State) all completed and in-process (regardless of form) Custom Software Deliverables and all Third Party Intellectual Property.
 - 5.4 TO Contractor shall provide to the State on such media and in such form as designated by the State (a) the source code version of the software components of any Custom Software Deliverables; (b) the object code version of the software components of any Third Party Intellectual Property; (c) all non-software components of any Custom Software Deliverables and Third Party Intellectual Property; and (d) the Deliverables in any other format or condition as may be set forth in the TO Agreement.
 - 5.5 Unless otherwise identified as Licensed Data (as defined below), the State shall own all right, title and interest in and to all data, databases and all derived data products (and all intellectual property rights subsisting therein) created, collected, manipulated, or directly purchased as part of this TO Agreement ("State Data"). The purchasing State Agency is considered the custodian of the State Data and shall determine the use, access, distribution and other conditions based on appropriate State statutes and regulations.
 - 5.6 Licensed and/or copyrighted data from third parties that are identified in the TO Agreement ("Licensed Data") shall be governed by the terms and conditions identified in the TO Agreement.
 - 5.7 All work performed or provided by the TO Contractor in connection with the TO Agreement, including any and all deliverables (including any Custom Software Deliverables, State Data, reports drawings, studies, specifications, estimates, tests, photographs, graphics, mechanical, artwork, computations, data, inventions, discoveries, developments, improvements, ideas, concepts, creative works, innovations and designs, whether or not in writing or reduced to practice, and whether or not they are patentable, including but not limited to, processes, methods, formulas, and techniques and know-how, works of authorship, trade secrets, trademarks, copyrights, and any other intellectual property) ("Work Product") will be considered "work for hire," as if the TO Contractor had been "hired to invent," or as having similar status in the United States or elsewhere, and therefore, all rights therein will be the property of the State. In the event any Work Product is not considered "work for hire," TO Contractor, on behalf of itself and its employees, agents, subcontractors and affiliates, hereby assigns to the State all rights, title, and

interest in such Work Product. The TO Contractor shall not affix (or permit any third party to affix) any restrictive markings upon any Work Product (except as expressly directed or otherwise authorized in writing by the State) and, if such markings are affixed, the State shall have the right at any time to modify, remove, obliterate, or ignore such markings. During the term of this TO Agreement and at any time following expiration or termination for any reason of this TO Agreement, upon the request and at the reasonable expense of the State or its nominee and for no additional remuneration, TO Contractor and its employees, agents, subcontractors and affiliates will take such action as the State reasonably may request to more fully evidence, protect, maintain, secure, defend, transfer, vest or confirm the State's ownership, right, title and interest in the Work Product. If TO Contractor or any of its employees, agents, subcontractors or affiliates fails to cooperate with or assist, execute, acknowledge, verify or deliver any such document requested by the State, TO Contractor hereby irrevocably appoints the State and its authorized officers and agents as the agent and attorney-in-fact to act in place of TO Contractor or such employee, agent, Subcontractor or affiliate, as applicable, to execute, acknowledge, verify and/or deliver any such document on such party's behalf.

- 5.8 Notwithstanding anything to the contrary in Section 5.7, to the extent: (a)(i) Work Product incorporates any commercial-off-the-shelf software and/or any Pre-Existing Intellectual Property when delivering the services or (ii); any commercial-off-the-shelf software and/or Pre-Existing Intellectual Property is required to access, install, build, compile or otherwise use the Work Product; and (b) such commercial-off-the-shelf software and/or Pre-Existing Intellectual Property has been identified in the TO Agreement (as commercial-off-the-shelf software and Pre-Existing Intellectual Property, individually and collectively referred to herein as "Third Party Intellectual Property," which shall be the sole property of TO Contractor or its third party licensors, as applicable), TO Contractor hereby grants, on behalf of itself and any third party licensors, to the State a royalty-free, paid-up, non-exclusive, license, to use, execute, reproduce, display, perform, and prepare derivative works based upon, such Third Party Intellectual Property during the term of the Agreement, or as may be necessary for the State to properly receive the services or use the Work Product for the purposes for which such Work Product was designed and intended. "Pre-Existing Intellectual Property" means any program, utility or tool owned by TO Contractor that is in existence prior to the date of this TO Agreement, including any updates thereto funded by TO Contractor outside of the scope of this TO Agreement. To the extent any Third Party Intellectual Property has not been identified in the TO Agreement, TO Contractor hereby grants to the State all rights to such Third Party Intellectual Property consistent with the ownership rights in the Work Product granted to the State in accordance with Section 5.7.
- 5.9 Subject to the terms herein or the Master Contract, TO Contractor shall defend, indemnify, and hold harmless the State, including, but not limited to, the agency and its agents, officers, and employees, from and against any and all claims, costs, losses, damages, liabilities, judgments and expenses (including without limitation reasonable attorneys' fees) arising out of or in connection with any claim the Work Product or any Third Party Intellectual Property infringes, misappropriates or otherwise violates any third party intellectual property rights. TO Contractor shall not enter into any settlement involving third party claims that contains any admission of or stipulation to any guilt, fault, liability or wrongdoing by the State or that adversely affects the State's rights or interests, without the State's prior written consent, which consent may be withheld in the State's sole and absolute discretion. TO Contractor shall be entitled to control the defense or settlement of such claim (with counsel reasonably satisfactory to the State), provided that the State will, upon requesting indemnification hereunder: (a) provide reasonable cooperation to TO Contractor in connection with the defense or settlement of any such claim, at TO Contractor's expense; and (b) be entitled to participate in the defense of any such claim. TO Contractor's obligations under this section will not apply to the extent any Third Party Intellectual

- Property infringes, misappropriates or otherwise violates any third party intellectual rights as a result of modifications made by the State in violation of the license granted to the State pursuant to Section 5.8, provided that such infringement, misappropriation or violation would not have occurred absent such modification.
- 5.10 Without limiting TO Contractor's obligations under Section 5.8, if all or any part of the Work Product or any Third Party Intellectual Property is held, or TO Contractor or the State reasonably determines that it could be held, to infringe, misappropriate or otherwise violate any third party intellectual property right, TO Contractor (after consultation with the State and at no cost to the State): (a) shall procure for the State the right to continue using the item in accordance with its rights under this TO Agreement; (b) replace the item with an item that does not infringe, misappropriate or otherwise violate any third party intellectual property rights and, in the State's sole and absolute determination, complies with the item's specifications, and all rights of use and/or ownership set forth in this TO Agreement; or (c) modify the item so that it no longer infringes, misappropriates or otherwise violates any third party intellectual property right and, in the State's sole and absolute determination, complies with the item's specifications and all rights of use and/or ownership set forth in this TO Agreement.
- 5.11 TO Contractor shall not acquire any right, title or interest (including any intellectual property rights subsisting therein) in or to any goods, software, technical information, specifications, drawings, records, documentation, data or any other materials (including any derivative works thereof) provided by the State to the TO Contractor. Notwithstanding anything to the contrary herein, the State may, in its sole and absolute discretion, grant the TO Contractor a license to such materials and/or the Work Product, subject to the terms of a separate writing executed by the TO Contractor and an authorized representative of the State.
- 5.12 TO Contractor, on behalf of itself and its subcontractors, hereby agrees not to incorporate, link, distribute or use any third party software or code in conjunction with any Work Product in such a way that: (a) creates, purports to create or has the potential to create, obligations with respect to any State software (including any deliverable hereunder), including without limitation the distribution or disclosure of any source code; or (b) grants, purports to grant, or has the potential to grant to any third party any rights to or immunities under any State intellectual property or proprietary rights. Without limiting the generality of the foregoing, neither TO Contractor nor any of its subcontractors shall incorporate, link, distribute or use, in conjunction with the Work Product, any code or software licensed under the GNU General Public License ("GPL"), Lesser General Public License ("LGPL"), Affero GPL ("AGPL"), European Community Public License ("ECPL"), Mozilla, or any other open source license, in any manner that could cause or could be interpreted or asserted to cause any State software (or any modifications thereto) to become subject to the terms of the GPL, LGPL, AGPL, ECPL, Mozilla or any other open source software (or any modifications thereto) to become subject to the terms of the GPL, LGPL, AGPL, ECPL, Mozilla or such other open source license.
- 5.13 Without limiting the generality of the foregoing, neither TO Contractor nor any of its subcontractors shall use any software or technology in a manner that will cause any patents, copyrights or other intellectual property which are owned or controlled by the State or any of its affiliates (or for which the State or any of its subcontractors has received license rights) to become subject to any encumbrance or terms and conditions of any third party or open source license (including, without limitation, any open source license listed on <http://www.opensource.org/licenses/alphabetical>) (each an "Open Source License"). These restrictions, limitations, exclusions and conditions shall apply even if the State or any of its subcontractors becomes aware of or fails to act in a manner to address any violation or failure to comply therewith. No act by the State or any of its subcontractors that is undertaken under this

TO Agreement as to any software or technology shall be construed as being inconsistent with the intent to not cause any patents, copyrights or other intellectual property that are owned or controlled by the State (or for which the State has received license rights) to become subject to any encumbrance or terms and conditions of any Open Source License.

- 5.14 In connection with services provided under the TO Agreement, the TO Contractor may create, acquire or otherwise have rights in, and may, employ, provide, create, acquire or otherwise obtain rights in various concepts, ideas, methods, methodologies, procedures, processes, know-how, techniques, models, templates and general purpose consulting and software tools, utilities and routines (collectively, the "TO Contractor Technology"). To the extent that any TO Contractor Technology is contained in any of the TO Agreement deliverables including any derivative works, the TO Contractor grants the State a royalty-free, fully paid, worldwide, perpetual, non-exclusive license to use such TO Contractor Technology in connection with the TO Agreement deliverables for the State's purposes.

5.15 Royalty-Free Rights to Use Software or Documentation Developed

The federal government reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal government purposes, the copyright in any work developed under a grant, sub-grant, or contract under a grant or sub-grant or any rights of copyright to which the TO Contractor purchases ownership, under this TO Agreement or subcontract.

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

TO Contractor Name

By: Type or Print TO Contractor POC

Date

Witness: _____

STATE OF MARYLAND, DHR

By: insert name, TO Procurement Officer

Date

Witness: _____

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

Assistant Attorney General

Attachment 4: CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

- A) "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.
- B) "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, offeror, contractor, consultant, or subcontractor or 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 CLASSIFICATION PERSONNEL RESUME SUMMARY
(INSTRUCTIONS)**

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

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

Every experience listed on the Qualifications Resume Summary must be explicitly listed with start and stop dates. Where there is a time requirement such as three months' experience, you must provide the dates from and to showing an amount of time that equals or exceeds the mandatory time requirement; in this case, three months. Note: Overlapping time periods shall only count once against a specific qualification (i.e., a qualification may not be met by listing two examples occurring during the same time period.).

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

Attachment 5A – MINIMUM QUALIFICATIONS SUMMARY

CATS+ TORFP # OTHS/MDTHK-17-004-S

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

Proposed Individual’s Name and Company/Sub-Contractor:	List how the proposed individual meets each requirement by including a reference to relevant entries in Form 5B									
LABOR CATEGORY TITLE – (INSERT CATS+ LABOR CATEGORY NAME)										
<p>Education:</p> <p>Insert the education description from the CATS+ Master Contract RFP from Section 2.10 for the applicable labor category</p>	<p>(Identify school or institution Name; Address; Degree obtained and dates attended.)</p>									
<p>Generalized Experience:</p> <p>Insert the generalized experience description from the CATS+ Master Contract RFP from Section 2.10 for the applicable labor category</p> <p>Provide dates in the format of MM/YY to MM/YY</p>	<p>(Identify specific work experiences from the resume that illustrate compliance with the Master Contract RFP Labor Category requirements for Generalized Experience.)</p> <table border="1"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>Job Title and Company</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td>Match to Form 5B:</td> <td colspan="2"><insert cross-reference(s) to the full description on Form 5B></td> </tr> </tbody> </table>	FROM	TO	Job Title and Company				Match to Form 5B:	<insert cross-reference(s) to the full description on Form 5B>	
FROM	TO	Job Title and Company								
Match to Form 5B:	<insert cross-reference(s) to the full description on Form 5B>									
<p>Specialized Experience:</p> <p>Insert the specialized experience description from the CATS+ Master Contract RFP from Section 2.10 for the applicable labor category</p> <p>Provide dates in the format of MM/YY to MM/YY</p>	<p>(Identify specific work experiences from the resume that illustrate compliance with the Master Contract RFP Labor Category requirements for Specialized Experience.)</p> <table border="1"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>Job Title and Company</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td>Match to Form 5B:</td> <td colspan="2"><insert cross-reference to the full description on Form 5B></td> </tr> </tbody> </table>	FROM	TO	Job Title and Company				Match to Form 5B:	<insert cross-reference to the full description on Form 5B>	
FROM	TO	Job Title and Company								
Match to Form 5B:	<insert cross-reference to the full description on Form 5B>									
<p>TORFP Additional Requirements</p> <p>Minimum qualifications and required certifications as defined in Section 2.1 of this TORFP.</p> <p>Provide dates in the format of MM/YY to MM/YY</p>										

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

Master Contractor Representative:

Signature Date

Proposed Individual:

Signature Date

Attachment 5B – PERSONNEL RESUME FORM

CATS+ TORFP # OTHS/MDTHK-17-004-S

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

Resource Name:	
Master Contractor:	<insert Master Contractor name> Sub-Contractor (if applicable):
Proposed CATS+ Labor Category:	<Insert the CATS+ labor category>
Job Title (As listed in TORFP):	as described in this TORFP

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

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

Relevant Work Experience*

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

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

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

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

List persons the 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 labor class is true and correct to the best of my knowledge (Signatures must be included):

Master Contractor Representative:

_Signature Date

Proposed Individual:

Signature Date

Instruction: Sign each form.

Attachment 6: PRE-PROPOSAL CONFERENCE DIRECTIONS

Driving Directions click on the link below (*Allow sufficient time for your commute and parking. Fee'd Parking is available at local garages*):

[Driving Directions](#) to 311 W. Saratoga Street Baltimore, Maryland 21201.

Visitor Information:

All visitors must show and present a valid State driver's license or identification card at the security desk, located on the 1st floor of the DHR building, to obtain a visitors pass.

Attachment 7: NOTICE TO PROCEED (SAMPLE)

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS+ Solicitation Number (TORFP #): <<SOLICITATION NUMBER>>

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 <<TO Requesting Agency Name>> (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 Procurement Officer>>

Task Order Procurement Officer

Enclosures (2)

cc: <<TO Manager Name>>, TO Manager

Procurement Liaison Office, Department of Information Technology

Project Oversight Office, Department of Information Technology

Attachment 8: AGENCY DELIVERABLE PRODUCT ACCEPTANCE FORM

Agency Name: DHR

Solicitation Title: Maryland Child, Juvenile and Adult Management System

TO Manager: Gail James, (410) 238-1230

To: TO Contractor Name

The following deliverable, as required by Solicitation Number (TORFP # OTHS/MDTHK-17-004-S): has been received and reviewed in accordance with the TORFP.

Title of deliverable: _____

TORFP Contract Reference Number: Section # _____

Deliverable Reference ID # _____

This deliverable:

Is accepted as delivered.

Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

TO Manager Signature

Date Signed

Attachment 9: NON-DISCLOSURE AGREEMENT (OFFEROR)

This 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 # OTHS/MDTHK-17-004-S for Maryland Child, Juvenile and Adult Management System (MD-CJAMS). 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 _____. 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 its 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 Sang Kang, Department of Human Resources 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 10: NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

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

RECITALS

WHEREAS, the TO Contractor has been awarded a Task Order Agreement (the “TO Agreement”) for Maryland Child, Juvenile and Adult Management System TORFP No. OTHS/MDTHK-17-004-S dated _____, (the “TORFP”) issued under the Consulting and Technical Services procurement issued by the Department or Agency, Project Number 060B2490023; and

WHEREAS, in order for the TO Contractor to perform the work required under the TO Agreement, it will be necessary for the State to provide the TO Contractor and the TO Contractor’s employees and agents (collectively the “TO Contractor’s Personnel”) with access to certain confidential information regarding _____ (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(c)) 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:

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

TO Contractor/TO Contractor’s Personnel:

DHR:

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 Individual/Agent	Employee (E) or Agent (A)	Signature	Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Attachment 11: TO CONTRACTOR SELF-REPORTING CHECKLIST

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

Master Contractor:	
Master Contractor Contact / Phone:	
Procuring State Agency Name:	
TO Title:	
TO Number:	
TO Type (Fixed Price, T&M, or Both):	
Checklist Issue Date:	
Checklist Due Date:	
Section 1 – Task Orders with Invoices Linked to Deliverables	
A) Was the original TORFP (Task Order Request for Proposals) structured to link invoice payments to distinct deliverables with specific acceptance criteria? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, skip to Section 2.)	
B) Do TO invoices match corresponding deliverable prices shown in the accepted Financial Proposal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	
C) Is the deliverable acceptance process being adhered to as defined in the TORFP? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	
Section 2 – Task Orders with Invoices Linked to Time, Labor Rates and Materials	
A) If the TO involves material costs, are material costs passed to the agency without markup by the Master Contractor? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	

B) Are labor rates the same or less than the rates proposed in the accepted Financial Proposal?
 Yes No (If no, explain why)

C) Is the Master Contractor providing timesheets or other appropriate documentation to support invoices?

Yes No (If no, explain why)

Section 3 – Substitution of Personnel

A) Has there been any substitution of personnel?
 Yes No (If no, skip to Section 4.)

B) Did the Master Contractor request each personnel substitution in writing?
 Yes No (If no, explain why)

C) Does each accepted substitution possess equivalent or better education, experience and qualifications than incumbent personnel?
 Yes No (If no, explain why)

Was the substitute approved by the agency in writing?
 Yes No (If no, explain why)

Section 4 – MBE Participation

A) What is the MBE goal as a percentage of the TO value? % (If there is no MBE goal, skip to Section 5)

B) Are MBE reports 2-4A, 2-4B, and 2-5 submitted monthly?
 Yes No (If no, explain why)

C) What is the actual MBE percentage to date? (divide the dollar amount paid to date to the MBE by the total amount paid to date on the TO) %

(Example - \$3,000 was paid to date to the MBE subcontractor; \$10,000 was paid to date on the TO; the MBE percentage is 30% ($3,000 \div 10,000 = 0.30$))

Is this consistent with the planned MBE percentage at this stage of the project?
 Yes No (If no, explain why)

Has the Master Contractor expressed difficulty with meeting the MBE goal?
 Yes No
 (If yes, explain the circumstances and any planned corrective actions)

Section 5 – TO Change Management

A) Is there a written change management procedure applicable to this TO?

Yes No (If no, explain why)

B) Does the change management procedure include the following?

Yes No

Sections for change desc

Yes No
 of change on satisfying TO requirements)

Yes No
 change control board, steering committee, or management team)

C) Have any change orders been executed?

Yes No

(If yes, explain expected or actual impact on TO cost, scope, schedule, risk and quality)

D) Is the change management procedure being followed?

Yes No (If no, explain why)

SUBMIT AS INSTRUCTED IN TORFP.

Attachment 12: LIVING WAGE AFFIDAVIT OF AGREEMENT

Contract No. _____
 Name of Contractor _____
 Address _____
 City _____ State _____ Zip Code _____

If the Contract is Exempt from the Living Wage Law

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

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

If the Contract is a Living Wage Contract

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

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

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

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

Name of Authorized Representative: _____

Signature of Authorized Representative _____

Date: _____ Title: _____

Witness Name (Typed or Printed): _____

Witness Signature and Date: _____

Attachment 13: MERCURY AFFIDAVIT

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.

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

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

PURPOSE

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

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

GUIDELINES FOR VSBE SELF-PERFORMANCE

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

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

SUMMARY OF REPORTS

A. Must be submitted with offer

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

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

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

C. After Award – must be submitted monthly

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

SOLICITATION AND TO FORMATION

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

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

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

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

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

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

TO ADMINISTRATION REQUIREMENTS

The TO Contractor, once awarded the TO shall:

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

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

Attachment 14: VETERAN SMALL BUSINESS ENTERPRISE REPORTING REQUIREMENTS

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

Attachment 14 V-1A: OFFEROR ACKNOWLEDGEMENT OF TASK ORDER VSBE REQUIREMENTS

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

In conjunction with the offer submitted in response to TO Number OTHS/MDTHK-17-004-S, I affirm the following:

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

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

Offeror Name

Signature of Affiant

Printed Name, Title

Address

Date

Attachment 14 V-1: VETERAN-OWNED SMALL BUSINESS ENTERPRISE UTILIZATION AFFIDAVIT AND VSBE PARTICIPATION SCHEDULE

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

Part 1 - Affidavit

In conjunction with the bid or proposal submitted in response to TO Number OTHS/MDTHK-17-004-S, I affirm the following:

1. I acknowledge and intend to meet the overall verified VSBE participation goal of 2%. Therefore, I will not be seeking a waiver.

OR

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

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

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

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

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

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

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

Part 2 - VSBE Participation Schedule

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

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

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

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

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

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

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

Continue on a separate page, if needed

Total VSBE Participation _____%

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

Bidder/ Offeror Name
 (PLEASE PRINT OR TYPE)

Signature of Affiant

Name: _____

Title: _____

Date: _____

SUBMIT AS INSTRUCTED IN TORFP

Attachment 14 V-2A: VSBE SUBCONTRACTOR PROJECT PARTICIPATION STATEMENT

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

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

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

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

PRIME CONTRACTOR SIGNATURE

SUBCONTRACTOR SIGNATURE

By: _____
Name, Title

By: _____
Name, Title

Date

Date

Attachment 14 V-2B: VSBE PRIME CONTRACTOR PROJECT PARTICIPATION STATEMENT

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

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

Provided that _____ (Prime Contractor) is awarded the State contract in conjunction with Solicitation No. OTHS/MDTHK-17-004-S, such VSBE Prime Contractor intends to perform work with its own forces to be counted toward the VSBE participation goal as described below:

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

By:

Signature of VSBE Prime Representative

Printed Name and Title of VSBE Prime Representative

Date

Attachment 14 V-3: VSBE PRIME CONTRACTOR UNPAID INVOICE REPORT

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

Date:

Task Order Title:

Task Order Number:

Prime Contractor
Name:

Subcontractor Name:

Invoice Number	Invoice Date	Invoice Amount	Reason for Non-Payment

Prime Contractor Signature		
Date		

Attachment 14 V-4: VSBE SUBCONTRACTOR UNPAID INVOICE REPORT

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

Date:

Task Order Title:

Task Order Number:

Subcontractor
Name:

Prime Contractor
Name:

Payments:

Invoice Number	Payment Date	Payment Amount	Comments

Outstanding Invoices:

Invoice Number	Invoice Date	Invoice Amount	Comments

Subcontractor Signature		
Date		

Attachment 15: CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

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

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

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

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

CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

- (i) it is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in §17-702 of State Finance & Procurement; and
- (ii) it is not engaging in investment activities in Iran as described in State Finance & Procurement Article, §17-702.

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

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____ Title: _____

Witness Name (Typed or Printed): _____

Witness Signature and Date: _____

Attachment 16: SAMPLE WORK ORDER

WORK ORDER		Work Order #	Contract #
<p>This Work Order is issued under the provisions of the Task Order. The services authorized are within the scope of services set forth in the <i>Purpose</i> of the Work Order.</p>			
<p>Purpose</p>			
<p>Statement of Work <u>Requirements</u> (<i>Uniquely number each requirement</i>):</p>			
<p><u>Deliverable(s), Acceptance Criteria and Due Date(s)</u> (<i>Uniquely number each Deliverable</i>):</p>			
<p>Deliverables are subject to review and approval by <<TO Requesting Agency ACRONYM>> prior to payment. <i>(Attach additional sheets if necessary)</i></p>			
Start Date		End Date	
<p>Cost</p>			
Description for Task / Deliverables	Quantity (if applicable)	Labor Hours (Hrs.)	Labor Rate Estimate Total
1.			\$ \$
2.			\$ \$
*Include WBS, schedule and response to requirements.		<<TO Requesting Agency ACRONYM>> shall pay an amount not to exceed	\$
Contractor			Agency Approval

(Signature) Contractor Authorized Representative (Date)		(Signature) TO Manager (Date)	
POC	(Print Name)	TO Manager	(Print Name)
Telephone No.		Telephone No.	
E-mail:		E-mail:	

Attachment 17: 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 _____ (TO Contractor Personnel) _____ has complied with Section 2.4, Security Requirements of the Department of Information Technology’s Consulting Technical Services Master Contract Number 060B2490023 (CATS+) hereto as Exhibit A.

I hereby affirm that the _____ (Master Contractor) _____ has provided <<TO Requesting Agency Name>> with a summary of the security clearance results for all of the candidates that will be working on Task Order <<Solicitation Title>> <<SOLICITATION 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. 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

**Attachment 18: LOCATION OF THE PERFORMANCE OF SERVICES
DISCLOSURE**

(submit with Bid/Proposal)

Pursuant to Md. Ann. Code, State Finance and Procurement Article, § 12-111, and in conjunction with the Bid/Proposal submitted in response to Solicitation No. OTHS/MDTHK-17-004-S, the following disclosures are hereby made:

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

- have plans
 have no plans

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

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

a. Location(s) services will be performed:

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

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

Date: _____

Bidder/Offeror Name: _____

By: _____

Name: _____

Title: _____

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

Attachment 19: FEDERAL FUNDS ATTACHMENT

A Summary of Certain Federal Fund Requirements and Restrictions

[Details of particular laws, which may levy a penalty for noncompliance, are available from the Department of Health and Mental Hygiene.]

1. Form and rule enclosed: 18 U.S.C. 1913 and Section 1352 of P.L. 101-121 require that all prospective and present sub-grantees (this includes all levels of funding) who receive more than \$100,000 in federal funds must submit the form "Certification Against Lobbying." It assures, generally, that recipients will not lobby federal entities with federal funds, and that, as is required, they will disclose other lobbying on form SF- LLL.

2. Form and instructions enclosed: "Form LLL, Disclosure of Lobbying Activities" must be submitted by those receiving more than \$100,000 in federal funds, to disclose any lobbying of federal entities (a) with profits from federal contracts or (b) funded with nonfederal funds.

3. Form and summary of Act enclosed: Sub-recipients of federal funds on any level must complete a "Certification Regarding Environmental Tobacco Smoke," required by Public Law 103-227, the Pro-Children Act of 1994. Such law prohibits smoking in any portion of any indoor facility owned or leased or contracted for regular provision of health, day care, early childhood development, education, or library services for children under the age of 18. Such language must be included in the conditions of award (they are included in the certification, which may be part of such conditions.) This does not apply to those solely receiving Medicaid or Medicare, or facilities where WIC coupons are redeemed.

4. In addition, federal law requires that:

OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations requires that grantees (both recipients and sub-recipients) which expend a total of \$300,000 or more (\$500,000 for fiscal years ending after December 31, 2003) in federal assistance shall have a single or program-specific audit conducted for that year in accordance with the provisions of the Single Audit Act of 1984, P.L. 98-502, and the Single Audit Act Amendments of 1996, P.L. 104-156 and the Office of Management and Budget (OBM) Circular A-133. All sub-grantee audit reports, performed in compliance with the aforementioned Circular shall be forwarded within 30 days of report issuance to the Contract Manager.

- a. All sub-recipients of federal funds comply with Sections 503 and 504 of the Rehabilitation Act of 1973, the conditions of which are summarized in item (c).
- b. Recipients of \$10,000 or more (on any level) must include in their contract language the requirements of Sections 503 (language specified) and 504 referenced in item (b).

Section 503 of the Rehabilitation Act of 1973, as amended, requires recipients to take affirmative action to employ and advance in employment qualified disabled people. An affirmative action program must be prepared and maintained by all contractors with 50 or more employees and one or more federal contracts of \$50,000 or more.

- c. This clause must appear in subcontracts of \$10,000 or more:

The contractor will not discriminate against any employee or applicant for

employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- d. The contractor agrees to comply with the rules, regulations, and relevant orders of the secretary of labor issued pursuant to the act.
- e. In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the secretary of labor issued pursuant to the act.
- f. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the director, provided by or through the contracting office. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- g. The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- h. The contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the [federal] secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Sec. 791 et seq.) prohibits discrimination on the basis of handicap in all federally assisted programs and activities. It requires the analysis and making of any changes needed in three general areas of operation- programs, activities, and facilities and employment. It states, among other things, that:

Grantees that provide health ... services should undertake tasks such as ensuring emergency treatment for the hearing impaired and making certain that persons with impaired sensory or speaking skills are not denied effective notice with regard to benefits, services, and waivers of rights or consents to treatments.

5. All sub-recipients comply with Title VI of the Civil Rights Act of 1964 that they must not discriminate in participation by race, color, or national origin.
6. All sub-recipients of federal funds from SAMHSA (Substance Abuse and Mental Health

Services Administration) or NIH (National Institute of Health) are prohibited from paying any direct salary at a rate more than Executive Level 1 per year. (This includes, but is not limited to, sub-recipients of the Substance Abuse Prevention and Treatment and the Community Mental Health Block Grants and NIH research grants.)

7. There may be no discrimination on the basis of age, according to the requirements of the Age Discrimination Act of 1975.

8. For any education program, as required by Title IX of the Education Amendments of 1972, there may be no discrimination on the basis of sex.

9. For research projects, a form for Protection of Human Subjects (Assurance/ Certification/ Declaration) should be completed by each level funded, assuring that either: (1) there are no human subjects involved, or that (2) an Institutional Review Board (IRB) has given its formal approval before human subjects are involved in research. [This is normally done during the application process rather than after the award is made, as with other assurances and certifications.]

10. In addition, there are conditions, requirements, and restrictions which apply only to specific sources of federal funding. These should be included in your grant/contract documents when applicable.

Attachment 19A: CERTIFICATION REGARDING LOBBYING

U.S. Department of Health and Human Services

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Award No. _____	Organizational Entry _____
Name and Title of Official Signing for Organizational Entry _____	Telephone No. Of Signing Official _____
Signature of Above Official	Date Signed _____

Attachment 19B: DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

<p>1. Type of Federal Action:</p> <ul style="list-style-type: none"> a. Contract b. Grant c. Cooperative Agreement d. Loan e. Loan guarantee f. Loan insurance 	<p>2. Status of Federal Action:</p> <ul style="list-style-type: none"> a. Bid/offer/application b. Initial award c. Post-award 	<p>3. Report Type:</p> <ul style="list-style-type: none"> a. Initial filing b. Material change <p>For Material Change Only: Year _____ quarter _____ Date of last report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, <i>if known</i>:</p>		<p>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, <i>if known</i>:</p>
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, <i>if applicable</i>: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p>\$ _____</p>	
<p>10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i></p>	<p>b. Individuals Performing Services <i>(including address if different from No. 10a) (last name, first name, MI):</i></p>	
<p>11. Amount of Payment <i>(check all that apply)</i> \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>13. Type of Payment <i>(check all that apply)</i></p> <ul style="list-style-type: none"> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____ 	
<p>12. Form of Payment <i>(check all that apply)</i></p> <ul style="list-style-type: none"> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind, specify: nature _____ value: _____ 		

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11:

(attach Continuation Sheet(s) SF-LLLA, if necessary)

15. Continuation Sheet(s) SF-LLLA attached: Yes No

16. Information requested through this form is authorized by title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____
 Print Name: _____
 Title: _____
 Telephone No.: _____ Date: _____

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 Standard Form LLL (Rev. 7-97)

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INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, sub-grants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to

influence the covered Federal action.

10. (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form and print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Attachment 19C: DEPARTMENT OF HEALTH AND HUMAN SERVICES

Public Health Service
Health Resources and
Service Administration
Rockville, MD 20857

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, also known as the Pro Children Act of 1994, Part C Environmental Tobacco Smoke, requires that smoking not be permitted in any portion of any indoor facility owned, or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated or maintained with such federal funds. The law does not apply to children's services provided in private residences, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole sources of applicable federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this certification, the Offeror/contractor (for acquisitions) or applicant/grantee (for grants) certifies that the submitting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The submitting organization further agrees that it will require the language of this certification be included in any sub-awards which contain provisions for children's services and that all sub-recipients shall certify accordingly.

Signature of Authorized Certifying Individual

Attachment 20: TECHNICAL, FUNCTIONAL & REPORTING REQUIREMENTS

Included as a separate Excel document.