



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

**Maintenance of Early Childhood Electronic Licensing
Inspection System (ELIS)**

CATS+ TORFP # R00B4400088

**Maryland State Department of Education (MSDE)
Office of Information Technology (OIT)**

ISSUE DATE: MONDAY, AUGUST 18, 2014

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KEY INFORMATION SUMMARY SHEET

This CATS+ TORFP is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. All CATS+ Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. Master Contractors choosing not to submit a proposal shall submit a Master Contractor Feedback form. The form is accessible via your CATS+ Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu. In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS+ RFP issued by the Maryland Department of Information Technology (DoIT) and subsequent Master Contract Project Number 060B2490023, including any amendments.

TORFP Title:	Electronic Licensing Inspection System (ELIS)
TO Project Number:	R00B4400088
Functional Area:	Functional Area 8 – Application Service Provider
TORFP Issue Date:	August 18, 2014
Questions Due Date and Time	Friday, August 22, 2015 no later than 2:00 PM local time
Closing Date and Time:	Wednesday, October 1, 2014 no later than 2:00 PM local time
TORFP Requesting Agency:	Maryland State Department of Education (MSDE) Division of Early Childhood Development
Questions and Proposals are to be sent to:	Dorothy Richburg, TO Procurement Officer drichburg@msde.state.md.us
TO Procurement Officer	Dorothy Richburg Office Phone: 410-767-0628; Office Fax: 410-333-2017
TO Manager:	Phil Koshkin MSDE 200 West Baltimore Street Baltimore, MD 21201 Office Phone: 410-767-7823; Office Fax 410-333-6226 email: phil.koshkin@msde.state.md.us
TO Type:	Fixed Price and Time and Materials based on Work Orders
Period of Performance:	Three (3) Year Base Period with two (2) one (1) year renewal options
MBE Goal:	30% with minimum sub-goals for Women-owned of 8 %, African American-owned of 7 % and Hispanic American-owned of 2 %
VSBE Goal:	2 %
Small Business Reserve (SBR):	No
Primary Place of Performance:	MSDE 200 West Baltimore Street Baltimore, MD 21201
State Furnish Work Site and/or Access to Equipment, Facilities or Personnel:	MSDE 200 West Baltimore Street Baltimore, MD 21201
TO Pre-Proposal Conference:	MSDE 200 West Baltimore Street, 8 th Floor, CR 6 Baltimore, MD 21201 Monday, August 25, 2014@ 1:00 PM See Attachment 6 for Directions

**Maintenance of Early Childhood Electronic Licensing Inspection System (ELIS)
TORFP #R00B4400088
PRE-PROPOSAL CONFERENCE INTENT TO ATTEND
Print or Type**

NAME OF COMPANY:

ADDRESS OF COMPANY:

FAX NUMBER:

E-Mail ADDRESS:

MINORITY BUSINESS ENTERPRISE (MBE): YES _____ NO _____

EXPECTED NUMBER OF ATTENDEES:

NAME OF PRIMARY CONTACT FOR
PURPOSES OF SENDING INFORMATION:

If you are unable to attend the Pre-Proposal conference or submit a proposal, for this project please fill out the bottom portion of this letter and return to:

**Maryland State Department of Education
Attention: Dorothy Richburg (email: drichburg@msde.state.md.us)
Procurement Section
200 West Baltimore Street
Baltimore, Maryland 21201**

I will ___ will not ___ attend the pre-proposal conference

I will ___ will not ___ submit a proposal for this project. If not, please explain:

_____ **Too busy at this time** _____ **Not engaged in this type of work**

_____ **Site location too distant** _____ **Project too large/small (circle one)**

Other (specify) _____

Signature Company Name _____

Date _____ **Telephone No.** _____

SECTION I – ADMINISTRATIVE SECTION

1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

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.

The TO Manager has the primary responsibility for the management of the work performed under the TO Agreement; administration functions, including issuing written directions; ensuring compliance with the terms and conditions of the CATS+ Master Contract; and, in conjunction with the selected Master Contractor, achieving on budget/on time/on target (e.g., within scope) completion of the Scope of Work.

1.2 TO AGREEMENT

Based upon an evaluation of TO Proposal responses, a Master Contractor will be selected to conduct the work defined in Section 2 - Scope of Work. A specific TO Agreement, Attachment 3, will then be entered into between the State and the selected Master Contractor (TO Contractor), which will bind the selected Master Contractor (TO Contractor) to the contents of its TO Proposal, including the TO Financial Proposal.

1.3 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the date and exact time stated in the Key Information Summary Sheet above. The date and time of submission is determined by the date and time of arrival in the TO Procurement Officer's e-mail box. The TO Proposal is to be submitted via e-mail, not to exceed 8 MB, as two (2) attachments in MS Word format (version 2007 or later). The "subject" line in the e-mail submission shall state the TORFP #R00B3400096. The first file shall be the TO Technical Proposal for this TORFP and titled, "CATS+ TORFP # R00B3400096 Technical." The second file shall be the TO Financial Proposal for this CATS+ TORFP and titled, "CATS+ TORFP # R00B3400096 Financial." The following proposal documents shall be submitted with required signatures as .PDF files with signatures clearly visible:

- Attachment 1 – Price Proposal
- Attachment 2 - MBE Forms D-1 and D-2
- Attachment 4 - Conflict of Interest Affidavit and Disclosure
- Attachment 5 – Labor Classification Personnel Resume Summary
- Attachment 10 – Living Wage Affidavit of Agreement
- Attachment 14 – Certification Regarding Investments in Iran
- Attachment 16 – VSBE Forms V-1 and V-1A

1.4 ORAL PRESENTATIONS/INTERVIEWS

All Master Contractors and proposed staff will be required to make an oral presentation to State representatives in the form of oral presentations and interviews. Significant representations made by a Master Contractor during the oral presentation shall be submitted in writing. All such representations will become part of the Master Contractor's proposal and are binding, if the Contract is awarded. The TO Procurement Officer will notify the Master Contractor of the time and place of the oral presentation or interviews.

1.5 MINORITY BUSINESS ENTERPRISE (MBE)

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

A Master Contractor that responds to this TORFP shall complete, sign, and submit all required MBE documentation (Attachment 2 - Forms D-1 and D-2) at the time of TO Proposal submittal. Failure of the Master Contractor to complete, sign, and submit all required MBE documentation at the time of TO Proposal submittal will result in the State's rejection of the Master Contractor's TO Proposal.

1.6 QUESTIONS

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

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

1.7 CONFLICT OF INTEREST

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

Master Contractors shall be aware that the State Ethics Law, State Government Article, §15-508, 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 Master Contractor shall be construed as certifying all personnel and subcontractors are also without a conflict of interest as defined in COMAR 21.05.08.08A.

1.8 NON-DISCLOSURE AGREEMENT

Certain system documentation may be available for potential Offerors to review at a reading room at 200 West Baltimore Street, Baltimore, MD 21201. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement in the form of Attachment 7. Please contact the TO Procurement Officer of this TORFP to schedule an appointment.

In addition, certain documentation may be required by the TO Contractor awarded the TO Agreement in order to fulfill the requirements of the TO Agreement. The TO Contractor, employees and agents who review such documents will be required to sign, including but not limited to, a Non-Disclosure Agreement in the form of Attachment 8.

1.9 LIMITATION OF LIABILITY CEILING

Pursuant to Section 27 (C) of the CATS+ Master Contract, the limitation of liability per claim under this TORFP shall not exceed the total TO Agreement amount.

1.10 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 CATS+

TOs. This process shall typically apply to active TOs for operations, maintenance, and support valued at \$1 million or greater, but all CATS+ TOs are subject to review.

Attachment 9 is the TO Contractor Self-Reporting Checklist. DoIT will send initial checklists out to applicable TO Contractors approximately three months after the award date for a TO. The TO Contractor shall complete and return the checklist as instructed on the checklist. Subsequently, at six month intervals from the due date on the initial checklist, the TO Contractor shall update and resend the checklist to DoIT.

1.11 IRANIAN NON-INVESTMENT

All TO Proposals shall be accompanied by a completed Certification Regarding Investments in Iran. A copy of this Certification is included as Attachment 14 of this TORFP.

1.12 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 adopted by the Commissioner of Labor and Industry.

All TO Proposals shall be accompanied by a completed Living Wage Affidavit of Agreement. See Attachment 10 for a copy of the Living Wage Affidavit Agreement.

1.13 CHANGE ORDERS

If the TO Contractor is required to perform work beyond the scope of Section 2 of this TORFP, or there is a work reduction due to unforeseen scope changes, a TO Change Order will be initiated. The TO Contractor and the 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.

1.14 TRAVEL REIMBURSEMENT

Expenses for travel performed in completing tasks for this TORFP shall be reimbursed in accordance with the CATS+ Master Contract.

1.15 TO PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held at the time, date and location indicated on the Key Information Summary Sheet. Attendance at the pre-proposal conference is not mandatory, but all Offerors are encouraged to attend in order to facilitate better preparation of their proposals. Seating at pre-proposal conference will be limited to two (2) attendees per company. Attendees should bring a copy of the TORFP and a business card to help facilitate the sign-in process. The pre-proposal conference will be summarized in writing. As promptly as is feasible subsequent to the pre-proposal conference, the attendance record and pre-proposal summary will be distributed via email to all Master Contractors known to have received a copy of this TORFP.

In order to assure adequate seating and other accommodations at the pre-proposal conference please email the 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 MSDE will make reasonable efforts to provide such special accommodation.

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

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 16 and Section 3 Task Order 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.**

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SECTION 2 – SCOPE OF WORK

2.1 PURPOSE

The Maryland State Department of Education (“MSDE”), Division of Early Childhood Development (the “Division”) is issuing this CATS+ TORFP to obtain services to maintain and support the continued operation of the Division’s electronic licensing inspection system (“ELIS”) and its related functions. This TORFP shall also permit ELIS to be modified as required by the Division in order to meet changing business needs.

2.2 REQUESTING AGENCY BACKGROUND

The Division is responsible for the regulation and oversight of all licensed child care in Maryland. The Division, through its Office of Child Care (“OCC”), is specifically responsible for inspecting all licensed child care programs in Maryland and for maintaining records of inspection findings. As of March 31, 2014, there were 9,843 licensed child care programs in Maryland (7,138 family child care homes and 2,705 center-based facilities). The OCC maintains 12 regional licensing offices of varying size across Maryland through which all licensing inspections are conducted by OCC licensing personnel assigned to those offices.

Licensing inspections are used to monitor and assess child care program compliance with child care licensing regulations. Inspection types include general compliance reviews, focused compliance reviews, complaint investigations, and follow-up reviews to assess the status of required corrective actions from earlier inspections. Annually, a total of approximately 25,000 licensing inspections (all types across all programs) are conducted, for an average of nearly 2,100 inspections per month.

In mid-2010, MSDE entered into a contract with a vendor to design, build, operate, maintain, and support an electronic licensing inspection system (ELIS) for the Division. This system includes an Internet portal that allows the general public to view inspection findings. ELIS was fully implemented statewide in early 2011.

EXISTING SYSTEM DESCRIPTION:

(1) ELIS is an end-to-end Web-based application structured to capture, record, and archive findings from all licensing inspections conducted by OCC regional office personnel, and to make those findings available to the public on demand via the Internet. Software developed by the current vendor (which is called “Wireless Webforms”) generates pre-determined inspection data forms that display on laptop or tablet screens and are completed by OCC licensing personnel during child care program inspections. Information entered on these forms is captured in the vendor’s database and used to drive the contents of an Internet portal hosted and managed by the vendor that displays inspection results to the general public.

(2) Licensed child care program record extracts from the Division’s Child Care Automated Tracking System (CCATS) database are sent each business day across a secure File Transfer Protocol server to the ELIS application, which uses data from those extracts to pre-populate the forms used to enter inspection findings. All inspection findings are maintained in the ELIS database, which operates independently of the CCATS database. The system utilizes data received from CCATS via the daily record extracts, but it does not currently transfer any data back to CCATS. However, a modification to

CCATS is planned that will allow the importation of data from a limited number of fields in the ELIS database.

(3) The ELIS database drives two websites developed, hosted, and managed by the current system vendor. The first of these is a secure, password-protected website established to allow Division personnel to view and download any licensing inspection maintained in the ELIS database. This website also contains predetermined reports of inspection data that are generated automatically from the ELIS database, and it has ad hoc reporting capability. In addition, the site allows Division personnel to modify the licensing regulation database that informs the inspection functions of ELIS, and to update role-based system user permissions. The second website is an open, public-facing portal that publishes licensing inspection results for viewing by the general public. The portal is linked to a Web metrics site that is also managed by the vendor and is restricted to use by Division personnel.

(4) Vendor services under the current contract also include project management support, full system documentation, system training for all OCC licensing personnel, help desk support for system end users, and the development of system modifications identified by the Division as necessary to support changes in the Division's licensing regulations and policies, to improve or enhance the inspection process, to improve or enhance the analysis of inspection data, or to preserve the viability of ELIS in an evolving technological environment.

(5) ELIS runs on a Microsoft Windows platform with SQL-based backend data management and storage. Wireless Webforms, is written in C# and the .Net Framework is 4.0. It runs on SQL Server 2005 and requires a Windows XP or above operating system. It is designed for use on tablet PCs and is compatible with 32 bit or 64 bit processors. The ELIS database is written in ASP.Net and C#. The following are technical specifications of the current ELIS production environment:

- 5 servers total; Domain Controller, Database, Web, Database Backup Virtual Machine, and Web Backup Virtual Machine
- Windows Server 2003 Standard R2 and SP2
- 1 Intel Xeon CPU
- X5670
- SQL Server Management Studio 2005
- 2GB RAM
- Visual Studio 2005
- IE 7 or higher
- 200 GB hard drive DB Server
- 50 GB drive for additional drives as necessary

2.3 ROLES AND RESPONSIBILITIES

TO Procurement Officer - The MSDE staff person named in the Key Information Summary Sheet responsible for managing the procurement process resulting in a TO Agreement for TO Contractor personnel.

TO Manager - The TO Manager for this procurement will be the MSDE/DECD Chief of Research and Evaluation. This person is responsible for overseeing the work required under the TO Agreement and approval of deliverables;

TO Contractor - A Master Contractor awarded a TO Agreement for TO Contractor Personnel. The TO Contractor(s) shall provide the TO Contractor personnel and shall report to the TO Manager.

2.4 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES

(1) The TO Contractor shall comply with all applicable laws, regulations, policies, standards, and guidelines affecting information technology and technology projects, which may be created or changed periodically.

(2) 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.

(3) The following policies, guidelines and methodologies can be found at the DoIT site (<http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx>). These may include, but are not limited to:

- The State of Maryland System Development Life Cycle (SDLC) methodology
- The State of Maryland Information Technology Security Policy and Standards
- The State of Maryland Information Technology Non-Visual Access Standards
- The TO Contractor shall follow project management methodologies consistent with the Project Management Institute’s Project Management Body of Knowledge Guide.

TO Contractor assigned personnel shall follow a consistent methodology for all TO activities.

2.5 REQUIREMENTS

2.5.1 Transition Requirements (Fixed Price – Deliverable Based)

All Transition-In activities, if required due to the selection of a new TO Contractor for the ELIS project, shall be fully complete before hosting activities and invoicing commence. MSDE anticipates the system to be fully hosted within 30 days of Notice to Proceed (NTP), based on specific details provided in the TO Contractor’s Transition Plan and associated schedule. An incumbent TO Contractor shall not perform a Transition-In activity, and Transition Requirements will not apply.

ID #	Requirements	Associated Deliverable ID # from Section 2.7.3 below as applicable
2.5.1.1	<p>TO Contractor shall hold a kick-off meeting within five (5) business days of NTP to include the TO Manager, MSDE staff, and the incumbent Contractor staff.</p> <p>TO Contractor personnel shall work closely with both State employees and incumbent Contractor staff during the transition period.</p>	2.7.3.1
2.5.1.2	<p>TO Contractor shall provide a proposed Transition Plan and associated schedule; review the Plan and schedule with attendees at the kick-off meeting, and revise the Plan and schedule as needed based on information received during the kick-off meeting.</p>	2.7.3.2

ID #	Requirements	Associated Deliverable ID # from Section 2.7.3 below as applicable
2.5.1.3	TO Contractor shall complete a review of the ELIS application and identify any issues, resolutions, troubleshooting. Based on review, TO Contractor shall make maintenance and support recommendations.	
2.5.1.4	<p>During the transition-in period, the TO Contractor personnel shall attain working knowledge of:</p> <ul style="list-style-type: none"> • All technical and functional matters associated with the network and security architecture and the ELIS application. • Utilities and software products used to support the ELIS application. • Current Issue Log and preventative actions taken by the incumbent Contractor. 	
2.5.1.5	TO Contractor shall ensure that its servers and equipment meet requirements listed in Section 2.2(5); are configured to host the ELIS application, including development, testing, training, and production environments; and that all associated directories (virtual and physical) are properly established.	
2.5.1.6	<p>TO Contractor shall submit, and revise as necessary, a proposed Security Plan and incorporate any specifics related to ELIS which are determined during the Transition Period. The Security Plan shall support TO Contractor’s security implementation and enforcement of State’s security policies for ELIS and shall include but not be limited to:</p> <ul style="list-style-type: none"> • patch updates • intrusion prevention and detection • physical security of the primary and secondary hosting sites (warm site) • physical security of backups • reporting requirements should a security breach be detected. 	2.7.3.3
2.5.1.7	TO Contractor shall hold weekly transition status meetings during the transition-in period until transition is complete.	
2.5.1.8	TO Contractor shall hold a Final Transition Meeting at MSDE that represents the end of the Transition Period. ELIS shall be fully operational prior to holding the Final Transition Meeting. TO Contractor shall assume responsibility for ELIS support upon TO Manager’s approval, anticipated to be provided at the Final Transition Meeting.	2.7.3.5

2.5.2 Functional/Business Requirements (O&M – Time and Materials)

Under this TO, the TO Contractor shall meet or support the following functional/business requirements of the ELIS system and provide the following services related to that system:

- (1) Collection, recording, management, distribution, and archiving of licensing inspection data;
- (2) Maintain an electronic licensing inspection application that:
 - (a) Captures all identifying and operational child care program information required by the Division via file transfer of CCATS system data;
 - (b) Displays for completion by licensing staff a compliance checklist displaying all current regulatory requirements applicable to the inspection of licensed child care programs, as well as other information specified by the Division;
 - (c) Provides predetermined statements of noncompliance for each regulatory requirement subject to inspection review that can be selected by the licensing staff end-user, and provides additional text fields for recording of related observations or comments;
 - (d) For a given inspection during which a noncompliance is identified, associates the date and findings of a subsequent follow-up inspection with the corresponding finding of noncompliance from the original inspection;
 - (e) Includes handwriting recognition capability in areas of forms that may be completed manually by licensing staff or child care providers;
 - (f) Allows electronic signatures by licensing staff and child care program staff;
 - (g) Automatically records the date and time of the start and end of each inspection, and displays the total time spent on the inspection; and
 - (h) Enables look-up display of all current child care licensing regulations, accessible on demand to licensing staff, and modifiable by Division personnel as needed to accommodate regulatory changes;
 - (i) Through links to the electronic inspection report form, provides additional electronic forms to record information related to child care program personnel;
- (3) For each inspection conducted, produce:
 - (a) Printable full and summary reports, in a form and format approved by the Division, of all inspection findings, including related comments and general remarks, that can be sent to the provider as an e-mail attachment;
 - (b) An electronic Internet-ready summary report of inspection findings and identifying program information, including but not limited to quality rating status and accreditation status, in a form and format approved by the Division, that permits automated posting of the report to the Internet;
- (4) Allow on-demand retrieval by non-technical end-users of findings from previous inspections;
- (5) Permit review and, as needed, modification of inspection findings by supervisory licensing personnel;

- (6) Provide predetermined electronic reports, as required by the Division and in a form and format approved by the Division, of licensing inspection-related data that are accessible on demand to Division personnel;
- (7) Provide the capability for non-technical end-users to create ad hoc statistical reports of any licensing inspection data maintained in the system.
- (8) Host and manage the ELIS database website that enables Division personnel to view and download any licensing inspection maintained in the ELIS database, contains predetermined reports of inspection data, and provides ad hoc reporting capability. This is a secure, role-based site that must support at least 250 users.
- (9) Host and manage the Internet site (www.checkccmd.org) that is currently in operation for the posting of inspection results and ensure that inspection findings continue to be posted in accordance with policies, procedures, and schedules established under the current ELIS contract. The TO Contractor shall also ensure continued operation of the Google Analytics site established to capture and display web metrics related to usage of the inspection results site. At its discretion, the Division may require the TO Contractor to enhance or modify the current level of hosting services or to re-assign those services to different Internet addresses.
- (10) Provide training, as needed by the Division, for licensing staff and other designated Division personnel on the use of the ELIS system or any of its components, including any system enhancement, modification, or version that may be developed or implemented under this TO. Training shall include the TO Contractor's preparation and distribution to training participants of any manuals, documents, or other materials identified by the Division as needed to help ensure successful training participant outcomes.
- (11) Provide help desk support for ELIS and project management support services according to schedules that meet the needs of the Division. The TO Manager may require that these schedules be adjusted to meet changing Division needs.
- (12) Create and provide any ELIS database extract reports or data feeds as required by the Division.
- (13) Except as set forth below at paragraph (13)(a) of this section, bring to conclusion, in accordance with any established plans, work orders, or work schedules that are still in effect or open as of close of business October 31, 2014, any system enhancement, modification, fix, or version change initiated under the current ELIS contract expiring on October 31, 2014. An example of this continuation requirement is the re-configuration and migration of Wireless Webforms and its associated database to a Windows 8 environment which has been initiated under the current contract but may not fully implemented by the current contract expiration date. The Windows 8 version of the inspection software is called "eXpedite." The TO Contractor shall: complete the re-configuration process, if not completed by the current vendor; migrate the system database from Wireless Webforms to eXpedite; conduct all necessary testing (end-user acceptance testing as well as system quality assurance testing) to ensure that the new version of the system is operating properly in all respects and ready for production; deploy the version to production; and train all Division end-users on the new version.
 - (a) In the event that the current ELIS vendor does not submit a bid in response to this TORFP, or is not selected as the TO Contractor, the Department shall provide a knowledge transfer period of up to thirty (30) days from the effective date of the TO to allow the new TO Contractor to become familiar with the requirements and

operations of the ELIS system and to prepare to continue all plans, work orders, or work schedules still in effect or open as of close of business, October 31, 2014, that are pertinent to any system enhancement, modification, fix, or version change initiated under the current ELIS contract. Work performed by the TO Contractor during this knowledge transfer period shall be done on a time-and-materials basis.

- (14) Develop and implement any additional system enhancements, modifications, or other changes identified by the Division as necessary to satisfy or help support new regulatory requirements, policy initiatives, or other changes in the Division’s business processes.
- (15) Develop and implement a deployment schedule for each version, build, enhancement, modification, or fix of the ELIS system or any of its components. This schedule shall be developed in consultation with the TO Manager and shall be subject to the final approval of the Manager. No change to a deployment schedule may be made without the prior approval of the Manager. Except as a delay occurs for a reason beyond the TO Contractor’s control, the Contractor shall ensure that each deployment takes place according to the schedule approved by the Manager.

2.5.3 Transition Out Activities (Fixed Priced – Deliverable Based)

The TO Contractor shall support End of Contract activities as follows:

ID #	Requirements	Associated Deliverable ID # from Section 2.9.3 below as applicable
2.5.3.1	<p>TO Contractor shall support end-of-contract transition efforts with technical and project support, including but not limited to:</p> <ul style="list-style-type: none"> • Final project debrief meeting, organization and hand-off of project materials, documentation, electronic media, any final reports, updated work plans, and final invoices. • A report of any outstanding deliverables; • The completion of all services and/or deliverables; • Providing to the State all source code, object code, design and architecture documentation, and all data files; • Updates of all documentation, including any and all modifications to the system. Documentation shall be written in plain English and be provided by hardcopy and at least one electronic copy on CD in MS Word format; and • Ensure that all required support, training, and transition information to State staff, or State agent for any modifications has been completed. • Provide copies of any current daily and weekly backups as of the final date of the Contract. 	
2.5.3.2	The TO Contractor shall ensure that all necessary knowledge and materials for the tasks completed are transferred to the custody of State personnel.	
2.5.3.3	The TO Contractor shall support requested activities for technical, business, and administrative support to ensure	

ID #	Requirements	Associated Deliverable ID # from Section 2.9.3 below as applicable
	effective and efficient end-of-contract transition to the State or another State Contractor.	
2.5.3.4	The TO Contractor shall provide a Transition-Out Plan which shall include tasks, communication plan, timeline of activities for the TO Contractor to support end-of-contract transition efforts with technical and project support.	2.7.3.8

2.5.3 Technical Requirements

ELIS technical requirements will be identified in a work order.

2.5.4 TO Contractor Responsibilities

The TO Contractor shall provide staffing and resources to fully supply the services described above at Sections 2.5.1, if applicable, 2.5.2, and 2.5.3 of this TORFP. The Division anticipates that adequate staffing for all of the work and services required under this TO may, at various times and for varying periods of time, involve the use of TO Contractor personnel assigned to serve in the following labor categories:

- Project Manager
- Application Development Expert
- Testing Specialist
- Sr. Help Desk Specialist
- Junior Network Technician
- Senior Database Management Specialist
- Training Specialist/Instructor
- Internet/Intranet Site Developer, Sr.
- Documentation Specialist

2.5.5 TO Contractor Personnel Duties and Responsibilities

At a minimum, TO Contractor personnel under this TORFP assigned to the following roles shall perform the described responsibilities:

PROJECT MANAGER RESPONSIBILITIES

The assigned Project Manager shall:

- Be the primary point of contact for reporting, analyzing, and resolving ELIS system issues that cannot be resolved at level two of help desk support, and for the monitoring and coordination of ELIS work orders related to system fixes, modifications, enhancements, and similar activities.
- Be responsible for submitting monthly status reports as set forth at Section 2.8(2) of this TORFP.

- As required by the TO Manager, develop and maintain project management plans and related items including risk and issue management plans.
- Participate in ELIS project status meetings according to a schedule approved by the TO Manager.

APPLICATION DEVELOPMENT EXPERT RESPONSIBILITIES

The assigned Application Development Expert shall:

- Design, develop, configure, integrate, and maintain the ELIS software application and all approved changes to that application.
- Ensure satisfactory system performance, data quality and storage, system reporting capabilities, and migration of system data to ELIS public and restricted websites.
- With regard to ELIS public and restricted websites, maintain website performance, and plan and implement approved website design or content changes.
- Review, analyze, and modify existing reports and develop new reports as required by the Division and approved by the TO Manager.

TESTING SPECIALIST RESPONSIBILITIES

The assigned Testing Specialist shall:

- Design and conduct ELIS software tests and evaluate results to ensure compliance with applicable ELIS system requirements.
- Coordinate system testing, user acceptance testing, prepare test scripts as needed and all required test documentation.
- Compile and prepare all needed test data.

SR. HELP DESK SPECIALIST RESPONSIBILITIES

The assigned Sr. Help Desk Specialist shall:

- Provide a single, timely point of contact for ELIS end-users to obtain level two technical support and assistance in troubleshooting application issues, get answers to system-related use questions, and receive information about the status of known system problems.
- Document, track, and manage end-user requests and inquiries and provide help desk activity reports in a format and according to a schedule approved by the TO Manager.
- Refer and track follow-up on technical issues requiring a more intensive level of analysis and resolution.

JUNIOR NETWORK TECHNICIAN RESPONSIBILITIES

The assigned Junior Network Technician shall:

- Ensure the proper maintenance, performance, and security of all servers and related hardware used to support the ELIS system.
- Ensure the correct assignment of all ELIS-related address assignments, management and implementation of routing protocols, routing table configurations, and applicable authentication implementations.

SENIOR DATABASE MANAGEMENT SPECIALIST RESPONSIBILITIES

The assigned Senior Database Management Specialist shall:

- Ensure the proper installation, configuration, administration, performance, security, maintenance, and backup and recovery of the ELIS database.
- Plan, develop, test, and deploy database design changes as needed to accommodate approved changes, modifications, or enhancements to the ELIS application.

TRAINING SPECIALIST/INSTRUCTOR RESPONSIBILITIES

The assigned Training Specialist/Instructor shall:

- Develop and manage help content, formal training materials, content pages, testing plans, training materials, technical design documents and training scripts as needed.
- As required by the Division and approved by the TO Manager, arrange, coordinate, and conduct on-site or distance training on the ELIS system for Division staff.

INTERNET/INTRANET SITE DEVELOPER, SR. RESPONSIBILITIES

The assigned Internet/Intranet Developer Sr. shall:

- Ensure that any changes, modifications, or enhancements to the websites referenced at Sections 2.5.2(8) and (9) of this TORFP are architected, designed, developed, and implemented successfully and according to best practices.
- Using current industry best practices, architect, design, develop, and implement any additional websites as required by the Division and approved by the TO Manager.

DOCUMENTATION SPECIALIST RESPONSIBILITIES

The assigned Documentation Specialist shall:

- Participate in requirement-gathering efforts, and document business requirements and specifications for ELIS system changes, modifications, and enhancements.
- Maintain documentation related to tracking bug fixes, test results, and release management.

2.5.5 Service Level Agreement (SLA)

- (1) Except as a service outage occurs for a reason beyond the TO Contractor's control, the TO Contractor shall ensure that the ELIS system, including the secure CCIS website, is functioning properly and is available for use by Division personnel during at least 98% of business hours calculated across all business days in each 30-day period of this TO, with a business day defined as extending from 7:00 AM to 5:00 PM (EST), Mondays through Fridays except for State holidays, Service Reduction days, and Furlough days.
- (2) Except as a service outage occurs for a reason beyond the TO Contractor's control, the public-facing website maintained for posting of inspection findings shall be properly functioning and available for use by the public during at least 98% of each 30-day period of this TO, with each day in this period to consist of a full 24 hours. This standard shall also apply to the web metrics site that tracks usage of the public site.
- (3) In the event of system or website malfunction or unavailability, the application of the standards set forth at paragraphs (1) and (2) of this section shall be counted from the time that the situation is identified by, or made known to the TO Contractor. The TO Manager may require the Contractor to submit a corrective action plan if these standards are not met.
- (4) Level 2 Help Desk support shall be available to Division personnel for at least two (2) hours during each business day, with a business day defined as above at paragraph (1) of

this section. The schedule by which Level 2 Help Desk support is provided is subject to the approval of the TO Manager. Depending on the needs of the Division, the Manager may require the TO Contractor to adjust the level of this support.

- (5) The following chart shows the expected initiation-of-response times under this TORFP to identified or reported system malfunctions or outages:

Service Level	Priority	Initiation of Response	Response Availability	Comments
3	Urgent	15 minutes	7 days/week, 24 hours a day	Severe or catastrophic adverse effect on Division operations, assets, or individuals.
2	High	1 hour	7 days/week, 24 hours a day	Serious adverse effect on operations, assets, or individuals.
1	Normal	2 hours	5 days/week, Mon-Fri, 7AM-5PM	Limited adverse effect on operations, assets, or individuals.

2.5.6 Backup/Disaster Recovery

The TO Contractor shall perform backups of the web, application, and database servers on a regular basis. This shall include daily incremental backups and full weekly backups of all volumes of servers. The TO Contractor shall retain daily backups for at least one month, and weekly backups for at least one year.

2.6 PERFORMANCE AND PERSONNEL

2.6.1 Work Hours

- (1) Business Hours Support: The TO Contractor's collective assigned personnel shall support core business hours (7:00 AM to 5:00 PM, EST), Mondays through Fridays except for State holidays, Service Reduction days, and Furlough days observed by the Division.
- (2) Non-Business Hours Support: After-hours support may be necessary to respond to emergency ELIS system maintenance or security situations. TO services may also involve some evening and/or weekend hours performing planned system upgrades in addition to core business hours. Hours performing system upgrades would be billed on actual time worked at the rates proposed.

2.6.2 Performance Evaluation

TO Contractor personnel may be evaluated by the TO Manager for work performed. If personnel evaluations are used, they will reflect the established performance evaluation and standards that are included as ATTACHMENT 16, the Performance Evaluation Form (PEF).

2.6.3 Performance Issue Mitigation

At any time during the task order, should the performance of any TO Contractor personnel receive unsatisfactory work performance as determined by the TO Manager, the Division may pursue the following mitigation procedures prior to requesting a replacement employee:

- (1) The TO Manager shall document performance issues and give written notice to the TO Contractor, clearly describing problems and delineating remediation requirement(s).
- (2) The TO Contractor shall respond with a written remediation plan within three business days and implement the plan immediately upon written acceptance by the TO Manager.

Should performance issues persist, the TO Manager may give written notice or request the immediate removal of the person whose performance is at issue, and determine whether a substitution is required.

2.6.4 Substitution of Personnel After Award

Substitutions shall have equal or better qualifications compared to the replaced resource. The substitution of personnel procedures is as follows.

- (1) The TO Contractor may not substitute personnel without the prior approval of the TO Manager.
- (2) To replace any personnel, the TO Contractor shall, if requested by the TO Manager, submit resumes of the proposed personnel specifying their intended approved labor category.
- (3) All proposed substitute personnel shall have qualifications equal to or better than those of the replaced personnel and shall be approved by the TO Manager.
- (4) The TO Manager shall have the option to interview the proposed substitute personnel.
- (5) After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the requested substitution.

2.6.5 Premises and Operational Security

This section is not applicable to this TORFP.

2.7 DELIVERABLES

2.7.1 Deliverable Submission Process

For each written deliverable, draft and final, the TO Contractor shall submit to the TO Manager one hard copy and one electronic copy compatible with the latest versions of Microsoft Office, Microsoft Project and/or Microsoft Visio applications.

Unless arranged otherwise with the approval of the TO Manager, drafts of all final deliverables are required at least two weeks in advance of when all final deliverables are due. Written deliverables defined as draft documents shall demonstrate due diligence in meeting the scope and requirements of the associated final written deliverable. A draft written deliverable may contain limited structural errors such as poor grammar, misspellings or incorrect punctuation, but shall:

- A) Be presented in a format appropriate for the subject matter and depth of discussion.
- B) Be organized in a manner that presents a logical flow of the deliverable's content.
- C) Represent factual information reasonably expected to have been known at the time of submittal.
- D) Present information that is relevant to the Section of the deliverable being discussed.
- E) Represent a significant level of completeness towards the associated final written deliverable that supports a concise final deliverable acceptance process.

Upon completion of a deliverable, the TO Contractor shall document each deliverable in final form to the TO Manager for acceptance. The TO Contractor shall memorialize such delivery in an Agency Receipt of

Deliverable Form (Attachment 11). The TO Manager shall countersign the Agency Receipt of Deliverable Form indicating receipt of the contents described therein.

Upon receipt of a final deliverable, the TO Manager shall commence a review of the deliverable as required to validate the completeness and quality in meeting requirements. Upon completion of validation, the TO Manager shall issue to the TO Contractor notice of acceptance or rejection of the deliverables in an Agency Acceptance of Deliverable Form (Attachment 12). In the event of rejection, the TO Contractor shall correct the identified deficiencies or non-conformities. Subsequent project tasks may not continue until deficiencies with a deliverable 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. Once the State's issues have been addressed and resolutions are accepted by the TO Manager, the TO Contractor will incorporate the resolutions into the deliverable and resubmit the deliverable for acceptance.

A written deliverable defined as a final document shall satisfy the scope and requirements of this TORFP for that deliverable. Final written deliverables shall not contain structural errors such as poor grammar, misspellings or incorrect punctuation, and shall:

- A) Be presented in a format appropriate for the subject matter and depth of discussion.
- B) Be organized in a manner that presents a logical flow of the deliverable's content.
- C) Represent factual information reasonably expected to have been known at the time of submittal.
- D) Present information that is relevant to the Section of the deliverable being discussed.

State-required deliverables, aside from those mentioned below, will be defined throughout the project. Within each task, the TO Contractor may suggest other subtasks or deliverables to improve the quality and success of the project.

2.7.2 Minimum Deliverable Quality

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

Each deliverable shall meet the following minimum acceptance criteria:

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

A draft written deliverable may contain limited structural errors such as incorrect punctuation, and shall represent a significant level of completeness toward the associated final written deliverable. The draft written deliverable shall otherwise comply with minimum deliverable quality criteria above.

2.7.3 Deliverables Description/Acceptance Criteria

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
2.7.3.1	Transition-In kick-off meeting, if required.	Criteria are set forth above at Section 2.5.1.1.	Within five (5) business days of Notice to Proceed (NTP).
2.7.3.2	Transition plan, if required, including any necessary revisions.	Criteria are set forth above at Section 2.5.1.2.	Transition Plan due at the time of the kick-off meeting; revisions, if any, due within three (3) business days thereafter.
2.7.3.3	Security Plan, if required, including any necessary revisions.	Criteria are set forth above at Section 2.5.1.6.	Before the Final Transition meeting.
2.7.3.4	Weekly report of transition activities, if required.	In addition to the criteria set forth at Section 2.7.2, the weekly transition report shall summarize all transition-related conducted during the week in a way that makes it accessible to, and easily understood by, non-technical ELIS end-users.	Weekly, with each report submitted by COB of the third business day of the week following the week covered by the report.
2.7.3.5	Final Transition meeting, if required.	Criteria are set forth above at Section 2.5.1.8.	TBD, but no later than 30 days after NTP.
2.7.3.6	Related training manuals, training scripts, user guides, reference documents, technical design documents, testing plans, and similar resource materials.	In addition to the criteria set forth at Section 2.7.2, all materials shall be specific to the subject matter and shall be written in way that makes them accessible to, and easily understood by non-technical ELIS end-users.	TBD
2.7.3.7	Monthly report of all system-related activities during the month.	The report shall include, but not be limited to, specification of all new work orders received and the status of any pending work orders or modifications; all newly identified system defects and the status of any unresolved defects; and all newly identified or unresolved risk management issues. In addition to the criteria set forth at Section 2.7.2, the report shall be written in a manner that makes it accessible to, and easily understood by, non-technical ELIS end-users.	Monthly, with each report submitted by COB of the third business day of the month following the month covered by the report.
2.7.3.8	Transition-Out Plan	Criteria are set forth above at Section 2.5.3.4.	TBD, but no later than the end date of this TO.

2.8 WORK ORDER PROCESS

The work order process for the MSDE is as follows:

- A) The Division shall submit Work Orders for all requested work from the TO Contractor.
- B) The TO Manager shall e-mail a Work Order Request (See Attachment 17) to the TO Contractor to provide services or resources that are within the scope of this TORFP. The Work Order Request will include:
 - 1) Technical requirements and description of the service or resources needed
 - 2) Performance objectives and/or deliverables, as applicable
 - 3) Due date and time for submitting a response to the request
 - 4) Required place(s) where work must be performed
 - 5) Performance testing period, if applicable; and
 - 6) Other specific information as requested from the TO Contractor.
- 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 requirement/work;
 - 2) A description of the proposed work plan in narrative format including time schedules, and if required a Work Breakdown Structure (WBS) chart. This description shall include a schedule of resources including proposed subcontractors and related tasks, including an explanation of how tasks will be completed.
 - 3) Identification of those activities or phases that can be completed independently or simultaneously versus those that need to be completed before another activity or phase can commence.
 - 4) The personnel resources, including those of subcontractors, and estimated hours to complete the task. TO Manager has the right to request an interview of proposed resources.
- 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 will 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 approval. The TO Procurement Officer could issue a change order to the TORFP if appropriate.
- 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 their intended labor category from the CATS+ Labor Categories proposed in the TO Proposal. The TO Manager shall have the option to interview the proposed personnel. After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the personnel.
- G) The TO Manager will issue the Notice to Proceed (NTP) after the Work Order is approved and/or any interviews are completed.

2.9 COMPANY AND PERSONNEL QUALIFICATIONS

2.9.1 Offeror's Company Minimum Qualifications

Only those Master Contractors that fully meet all minimum qualification criteria shall be eligible for TORFP proposal evaluation. The Master Contractor's proposal and references will be used to verify minimum qualifications. The Master Contractor's proposal shall demonstrate meeting the following minimum requirements, which are *mandatory*. Failure to meet *all* of the following qualification criteria shall disqualify a proposal. The Master Contractor shall provide documentation of:

- (1) A minimum of ten (10) years corporate experience in providing information technology services to state or federal government agencies.
- (2) On-time and on-budget completion of at least one (1) role-based, secure Web-based system specifically designed for state or federal child care licensing inspection purposes. This system must have been an end-to-end solution that included development and hosting of an Internet public portal established for display of licensing inspection findings, and a secure, permissions-based portal for agency licensing staff that presented complete inspection records and inspection data reports required by the agency.
- (3) At least 5 years' experience in developing, implementing, and maintaining a Web-based licensing inspection software application developed for a state or federal child care licensing agency that is specifically designed to operate in a wireless, mobile environment – i.e., designed to run on laptops, tablet pcs, or similar portable hardware.
- (4) A minimum of seven (7) years' experience in developing, managing, and hosting a public-facing Internet site for a state or federal child care licensing agency for the specific purpose of exhibiting licensing inspection findings to the general public.

2.9.2 Offeror's Company Qualifications – Preferred

- (1) Experience in developing and implementing child care licensing inspection software within the regulatory confines of the State of Maryland.
- (2) Knowledge of Maryland's business rules and processes regarding child care licensing, inspections, and regulations.
- (3) At least two (2) years' experience using the current ELIS vendor's Wireless Webforms product, and at least 1 year experience with the vendor's eXpedite (Windows 8) version of that product.
- (4) Experience in migrating the Wireless Webforms solution to an eXpedite (Windows 8) environment.

2.9.3 Offeror Personnel Minimum Qualifications

For the personnel proposed under this TORFP, the Master Contractor's proposed resources must meet all minimum qualifications for the labor category proposed, as identified in the CATS + Master Contract, Section 2.10.

2.10 RETAINAGE

This section is not applicable to this TORFP.

2.11 INVOICING

(1) Invoices shall be submitted by the TO Contractor on a monthly basis within the first five (5) business days of each month for work performed in the previous month.

(2) Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS + Master Contract. Proper invoices for payment shall contain the TO Contractor's Federal Employer Identification Number (FEIN), as well as the information described below at paragraph (3) of this section, and shall be submitted to the TO Manager/Manager representative for payment approval.

(3) Each monthly invoice shall be signed by the authorized billing representative of the TO Contractor. Invoicing shall reflect costs for hours worked during the month and shall show:

- (a) Issuing company name, address, and telephone number
- (b) For each employee /resource:
 - Employee / resource name
 - Employee/resource labor category
- (c) For each month:
 - Total number of hours worked each day during the month
 - Total number of hours worked during the month
 - Annual number of hours worked to date
 - Annual maximum number of hours (see TORFP Attachment 1 "Price Proposal")
 - Balance of hours remaining from annual maximum number of hours
- (d) Signature and date lines for the TO Manager/Manager representative.

(4) Each invoice shall identify "MSDE/DECD" as the recipient. The TO Contractor shall email the original of each invoice to the MSDE/DECD at an email address provided by the TO Manager, with a copy of the invoice to the TO Manager.

(5) 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 sixty (60) calendar days from the TO Agreement termination date.

2.12 MBE PARTICIPATION REPORTS

Maryland State Department of Education (MSDE) 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 MBE Prime Contractor Report (Attachment 2-4B) to MSDE 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 MSDE. The TO Contractor shall email all completed forms, copies of invoices and checks paid to the MBE directly to the TO Manager.

2.13 VSBE PARTICIPATION REPORTS

MSDE 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 16.

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

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SECTION 3 - TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

Each Master Contractor receiving this CATS+ TORFP shall respond within the submission time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one of two possible responses: 1) a proposal; or 2) a completed Master Contractor Feedback form. The feedback form helps the State understand for future contract development why Master Contractors did not submit proposals. The form is accessible via your CATS+ Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu.

3.2 FORMAT

If a Master Contractor elects to submit a TO Proposal, the Master Contractor shall do so in conformance with the requirements of this CATS+ TORFP. The TO Proposal shall provide the following in order:

3.2.1 TO TECHNICAL PROPOSAL

A) Proposed Services

- 1) A detailed discussion of the Master Contractor's understanding of the work and the Master Contractor's capabilities, approach and solution to address the requirements outlined in Section 2.
- 2) Assumptions: A description of any assumptions formed by the Master Contractor in developing the Technical Proposal.

B) Proposed Personnel

- 1) Identify and provide resumes (see Attachment 5 for required format) for all proposed personnel by labor category. **Propose exactly three (3) resources.**
- 2) Certification that all proposed personnel meet the minimum required qualifications. Complete and provide at the interview, if required, Attachment 5 – Labor Classification Personnel Resume Summary.
- 3) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TO Agreement.

C) Staffing Management Plan

- 1) Provide a Staffing Management Plan that demonstrates how the Offeror will provide resources in addition to the personnel proposed in this TORFP, and how the TO Contractor Personnel shall be managed. Include:
 - a) Planned team composition by role (**Important! Identify specific names and provide history only for the proposed resources required for evaluation of this TORFP**).
 - b) Process and proposed lead time for locating and bringing on board resources that meet Work Order needs
 - c) Supporting descriptions for all labor categories proposed in response to this TORFP

- d) Description of approach for quickly substituting qualified personnel after start of Task Order/Work Order

D) MBE Participation

Submit completed MBE documents Attachment 2 - Forms D-1 and D-2. Submit completed VSBE Form Attachment 16 forms V-1 and V-1A.

E) Subcontractors

Identify all proposed subcontractors, including MBEs, and their full roles in the performance of this TORFP Scope of Work.

F) Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide three examples of work assignments that the proposed personnel have completed that were similar in scope to the one defined in this TORFP. Each of the three examples, to be provided at the interview (if required), shall include a reference complete with the following:
 - a) Name of organization.
 - b) Name, title, e-mail, and telephone number of point-of-contact for the reference (point of contact shall be accessible and knowledgeable regarding work performed)
 - c) Type and duration of contract(s) supporting the reference.
 - d) The services provided, scope of the contract, and performance objectives satisfied as they relate to the scope of this TORFP.
 - e) Whether the proposed personnel are still providing these services and, if not, an explanation of why services are no longer provided to the client organization.
- 2) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any government entity of the State of Maryland. For each identified contract, the Master Contractor shall provide:
 - a) The State contracting entity,
 - b) A brief description of the services/goods provided,
 - c) The dollar value of the contract,
 - d) The term of the contract,
 - e) Whether the contract was terminated prior to the specified original contract termination date,
 - f) Whether any available renewal option was not exercised,
 - g) The State employee contact person (name, title, telephone number and e-mail address).

G) State Assistance

Provide an estimate of expectation concerning participation by State personnel.

H) Confidentiality

A Master Contractor shall give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, shall not be disclosed by the State under the Public Information Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. Contractors are advised that, upon request for this information from a third party, the TO Procurement Officer will be required to make an independent determination regarding whether the information may be disclosed.

3.2.2 TO FINANCIAL PROPOSAL

- A) A description of any assumptions on which the Master Contractor's TO Financial Proposal is based (Assumptions shall not constitute conditions, contingencies, or exceptions to the price proposal).
- B) Completed Price Sheet - Attachment 1 including:
The Master Contractor shall indicate on Attachment 1 the appropriate Labor Category being proposed, and the Fixed Hourly Labor Category Rate. Proposed rates are fully loaded and not to exceed the rates defined in the Master Contract. Prices shall be valid for 120 days.
- C) To be responsive to this TORFP, the Price Sheet (Attachment 1) shall provide labor rates for all labor categories. Proposed rates are not to exceed the rates defined in the Master Contract for the Master Contract year(s) in effect at the time of the TO Proposal due date.

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SECTION 4 - PROCEDURE FOR AWARDING A TO AGREEMENT

4.1 EVALUATION CRITERIA

- A) 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, MSDE will consider all information submitted in accordance with Section 3.

4.2 TECHNICAL CRITERIA

The following are technical criteria for evaluating a TO Proposal in descending order of importance:

- The Master Contractor's proposed solution and understanding of the TORFP Scope of Work based on the required response in Section 3.2.1.A.1.
- The Master Contractor and Subcontractor Resources, Experience, and Capabilities as specified in Section 3.2.1.E.1
- Personnel experience required in Section 3.2.1.B.
- The Master Contractor's Staffing Plan as specified in Section 3.2.1.C.

4.3 SELECTION PROCEDURES

- 4.3.1 TO Proposals will be assessed throughout the evaluation process for compliance with the minimum qualifications in Section 2.9 and quality of responses to Section 3.2.1 of the TORFP. Master Contractor proposals that fail to meet the minimum qualifications will be deemed not reasonably susceptible for award, i.e., disqualified and their proposals eliminated from further consideration.
- 4.3.2 TO Proposals deemed technically qualified will have their TO Financial Proposal considered. All others will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.
- 4.3.3 The State will conduct interviews of all personnel proposed in each TO Proposal that meets minimum qualifications.
- 4.3.4 If the evaluation committee determines the Interviewee is unable to correctly respond to the technical questions, the vendor will be determined non-susceptible of award and financials will not be considered.
- 4.3.5 Qualified TO Financial Proposals will be reviewed and ranked from lowest to highest price proposed.
- 4.3.6 The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, technical merit has greater weight than price.
- 4.3.7 All Master Contractors submitting a TO Proposal shall receive written notice from the TO Procurement Officer identifying the awardee.

4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

Commencement of work in response to a TO Agreement shall be initiated only upon issuance of a fully executed TO Agreement, a Non-Disclosure Agreement (TO Contractor), a Purchase Order, and by a Notice to Proceed authorized by the TO Procurement Officer.

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**MAINTENANCE OF EARLY CHILDHOOD ELECTRONIC LICENSING INSPECTION
SYSTEM (ELIS)
ATTACHMENT 1 – PRICE SHEET
TORFP# R00B4400088**

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

A year for this TO shall be calculated as one calendar year from NTP.

Labor Rate Maximums: The maximum labor rate that may be proposed for any CATS+ Labor Category shall not exceed the maximum for the CATS+ Master Contract year in effect on the TO Proposal due date.

Job Title from TORFP	Full Loaded Hourly Labor Rate (A)	Not to Exceed Hours (B)	Total Proposed CATS+ TORFP Price (C)
Year 1			
Project Manager	\$	500	\$
Testing Specialist	\$	600	\$
Sr. Help Desk Specialist	\$	1200	\$
Application Development Expert	\$	1200	\$
Junior Network Technician	\$	100	\$
Senior Database Management Specialist	\$	200	\$
Training Specialist/Instructor	\$	400	\$
Internet/Intranet Site Developer, Sr.	\$	100	\$
Documentation Specialist	\$	200	\$
Total Evaluated Price Year 1			\$
Year 2			
Project Manager	\$	400	\$
Testing Specialist	\$	300	\$
Sr. Help Desk Specialist	\$	800	\$
Application Development Expert	\$	800	\$
Junior Network Technician	\$	100	\$
Senior Database Management Specialist	\$	100	\$
Training Specialist/Instructor	\$	200	\$
Internet/Intranet Site Developer, Sr.	\$	100	\$
Documentation Specialist	\$	200	\$
Total Evaluated Price Year 2			\$
Year 3			
Project Manager	\$	400	\$
Testing Specialist	\$	300	\$

Job Title from TORFP	Full Loaded Hourly Labor Rate (A)	Not to Exceed Hours (B)	Total Proposed CATS+ TORFP Price (C)
Sr. Help Desk Specialist	\$	800	\$
Application Development Expert	\$	600	\$
Junior Network Technician	\$	100	\$
Senior Database Management Specialist	\$	100	\$
Training Specialist/Instructor	\$	200	\$
Internet/Intranet Site Developer, Sr.	\$	100	\$
Documentation Specialist	\$	200	\$
Total Evaluated Price Year 3			\$
Year 4 (Option Year 1)			
Project Manager	\$	400	\$
Testing Specialist	\$	300	\$
Sr. Help Desk Specialist	\$	800	\$
Application Development Expert	\$	600	\$
Junior Network Technician	\$	100	\$
Senior Database Management Specialist	\$	100	\$
Training Specialist/Instructor	\$	200	\$
Internet/Intranet Site Developer, Sr.	\$	100	\$
Documentation Specialist	\$	200	\$
Total Evaluated Price Year 4			\$
Year 5 (Option Year 2)			
Project Manager	\$	400	\$
Testing Specialist	\$	300	\$
Sr. Help Desk Specialist	\$	800	\$
Application Development Expert	\$	600	\$
Junior Network Technician	\$	100	\$
Senior Database Management Specialist	\$	100	\$
Training Specialist/Instructor	\$	200	\$
Internet/Intranet Site Developer, Sr.	\$	100	\$
Documentation Specialist	\$	200	\$
Total Evaluated Price Year 5			\$

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

**Maintenance of Early Childhood Electronic Licensing Inspection System (ELIS)
ATTACHMENT 1 – PRICE PROPOSAL
SUMMARY
TORFP# R00B4400088**

PERIOD	EVALUATED PRICE
YEAR ONE	\$
YEAR TWO	\$
YEAR THREE	\$
OPTION YEAR ONE	\$
OPTION YEAR TWO	\$
TOTAL EVALUATED PRICE	\$

Authorized Individual Name

Company Name

Title

Company Tax ID #

Signature

Date

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

CATS+ TORFP # R00B4400088

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

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

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

INSTRUCTIONS

PLEASE READ BEFORE COMPLETING THIS FORM

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

1. Contractor shall structure its procedures for the performance of the work required in this Contract to attempt to achieve the minority business enterprise (MBE) subcontractor participation goal stated in the Invitation for Bids or Request for Proposals. Contractor agrees to exercise good faith efforts to carry out the requirements set forth in these Instructions, as authorized by the Code of Maryland Regulations (COMAR) 21.11.03.
2. MBE Goals and Subgoals: Please review the solicitation for information regarding the Contract's MBE overall participation goals and subgoals. After satisfying the requirements for any established subgoals, the Contractor is encouraged to use a diverse group of subcontractors and suppliers from any/all of the various MBE classifications to meet the remainder of the overall MBE participation goal.
3. MBE means a minority business enterprise that is certified by the Maryland Department of Transportation ("MDOT"). Only entities certified by MDOT may be counted for purposes of achieving the MBE participation goals. In order to be counted for purposes of achieving the MBE participation goals, the MBE firm, including a MBE prime, must be MDOT-certified for the services, materials or supplies that it is committed to perform on the MBE Participation Schedule.
4. Please refer to the MDOT MBE Directory at www.mdot.state.md.us to determine if a firm is certified with the appropriate North American Industry Classification System ("NAICS") Code **and** the product/services description (specific product that a firm is certified to provide or specific areas of work that a firm is certified to perform). For more general information about NAICS, please visit www.naics.com. Only those specific products and/or services for which a firm is certified in the MDOT Directory can be used for purposes of achieving the MBE participation goals. **WARNING:** If the firm's NAICS Code is in graduated status, such services/products **may not be counted** for purposes of achieving the MBE participation goals. A NAICS Code is in the graduated status if the term "Graduated" follows the Code in the MDOT MBE Directory.
5. **NOTE: New Guidelines Regarding MBE Prime Self-Performance.** Please note that when a certified MBE firm participates as a prime contractor on a contract, a procurement agency may count the distinct, clearly defined portion of the work of the contract that the certified MBE firm performs with its own forces toward fulfilling up to fifty-percent (50%) of the MBE participation goal (overall) and up to one hundred percent (100%) of not more than one of the MBE participation subgoals, if any, established for the contract. In order to receive credit for self-performance, an MBE prime must list its firm in Section 4A of the MBE Participation Schedule, including the certification category under which the MBE prime is self-performing and include information regarding the work it will self-perform. For the remaining portion of the overall goal and the subgoals, the MBE prime must also identify other certified MBE subcontractors (see Section 4B of the MBE Participation Schedule) used to meet those goals or request a waiver. For example, for a construction contract that has a 27% MBE overall participation goal and subgoals of 7% for African American firms and 4% for Asian American firms, subject to Section 4 above and this Section 5, a certified African American MBE prime can self-perform (a) up to 13.5 % of the overall goal and (b) up to 7% of the African American subgoal. The remainder of the overall goal and subgoals would have to be met with other certified MBE firms or a waiver request.

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

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

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

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

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

Subgoals (if applicable)

Total African American MBE Participation:	_____	%
Total Asian American MBE Participation:	_____	%
Total Hispanic American MBE Participation:	_____	%
Total Women-Owned MBE Participation:	_____	%

Overall Goal

Total MBE Participation (include all categories): _____%

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

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

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

1. MBE Participation (PLEASE CHECK ONLY ONE)

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

____ percent African American-owned MBE firms
____ percent Asian American-owned MBE firms
____ percent Hispanic American-owned MBE firms
____ percent Woman-Owned MBE firms

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

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

OR

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

2. Additional MBE Documentation

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

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

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

3. Information Provided to MBE firms

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

4. MBE Participation Schedule

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

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

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

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

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

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

CONTINUE ON SEPARATE PAGE IF NEEDED

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

 Bidder/Offeror Name
 (PLEASE PRINT OR TYPE)

 Signature of Authorized Representative

 Address

 Printed Name and Title

 City, State and Zip Code

 Date

SUBMIT AS INSTRUCTED IN TORFP

ATTACHMENT 2-1B: WAIVER GUIDANCE

GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET MBE PARTICIPATION GOALS

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

I. Definitions

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

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

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

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

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

II. Types of Actions Agency will Consider

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

A. Identify Bid Items as Work for MBE Firms

1. Identified Items of Work in Procurements
 - (a) Certain procurements will include a list of bid items identified during the goal setting process as possible work for performance by MBE Firms. If the procurement provides a list of Identified Items of Work, the bidder/offeror shall make all reasonable efforts to solicit quotes from MBE Firms to perform that work.
 - (b) Bidders/Offerors may, and are encouraged to, select additional items of work to be performed by MBE Firms to increase the likelihood that the MBE Goal(s) will be achieved.
2. Identified Items of Work by Bidders/Offerors
 - (a) When the procurement does not include a list of Identified Items of Work or for additional Identified Items of Work, bidders/offerors should reasonably identify sufficient items of work to be performed by MBE Firms.
 - (b) Where appropriate, bidders/offerors should break out contract work items into economically feasible units to facilitate MBE participation, rather than perform these work items with their own forces. The ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder/offeror of the responsibility to make Good Faith Efforts.

B. Identify MBE Firms to Solicit

1. MBE Firms Identified in Procurements
 - (a) Certain procurements will include a list of the MBE Firms identified during the goal setting process as available to perform the items of work. If the procurement provides a list of Identified MBE Firms, the bidder/offeror shall make all reasonable efforts to solicit those MBE firms.
 - (b) Bidders/offerors may, and are encouraged to, search the MBE Directory to identify additional MBEs who may be available to perform the items of work, such as MBEs certified or granted an expansion of services after the solicitation was issued.
2. MBE Firms Identified by Bidders/Offerors
 - (a) When the procurement does not include a list of Identified MBE Firms, bidders/offerors should reasonably identify the MBE Firms that are available to perform the Identified Items of Work.
 - (b) Any MBE Firms identified as available by the bidder/offeror should be certified to perform the Identified Items of Work.

C. Solicit MBEs

1. Solicit all Identified Firms for all Identified Items of Work by providing written notice. The bidder/offeror should:
 - (a) provide the written solicitation at least 10 days prior to bid opening to allow sufficient time for the MBE Firms to respond;
 - (b) send the written solicitation by first-class mail, facsimile, or email using contact information in the MBE Directory, unless the bidder/offeror has a valid basis for using different contact information; and
 - (c) provide adequate information about the plans, specifications, anticipated time schedule for portions of the work to be performed by the MBE, and other requirements of the contract to assist MBE Firms in responding. (This information may be provided by including hard copies in the written solicitation or by electronic means as described in C.3 below.)

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

D. Negotiate With Interested MBE Firms

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

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

5. The bidder/offeror may not use its price for self-performing work as a basis for rejecting a MBE Firm's quote as excessive or unreasonable.
6. The "average of the other subcontractors' quotes received" by the bidder/offeror refers to the average of the quotes received from all subcontractors. Bidder/offeror should attempt to receive quotes from at least three subcontractors, including one quote from a MBE and one quote from a Non-MBE.
7. A bidder/offeror shall not reject a MBE Firm as unqualified without sound reasons based on a thorough investigation of the firm's capabilities. For each certified MBE that is rejected as unqualified or that placed a subcontract quotation or offer that the bidder/offeror concludes is not acceptable, the bidder/offeror must provide a written detailed statement listing the reasons for this conclusion. The bidder/offeror also must document the steps taken to verify the capabilities of the MBE and Non-MBE Firms quoting similar work.
 - (a) The factors to take into consideration when assessing the capabilities of a MBE Firm, include, but are not limited to the following: financial capability, physical capacity to perform, available personnel and equipment, existing workload, experience performing the type of work, conduct and performance in previous contracts, and ability to meet reasonable contract requirements.
 - (b) The MBE Firm's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the efforts to meet the project goal.

E. Assisting Interested MBE Firms

When appropriate under the circumstances, the decision-maker will consider whether the bidder/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
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 of 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.R00B4400088, I state the following:

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

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

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

4. Please Check One:

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

5. Please Check One:

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

Company Name

Signature of Representative

Address

Printed Name and Title

City, State and Zip Code

Date

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

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

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

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

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

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

PRIME CONTRACTOR

Signature of Representative:

Printed Name and Title:

Firm's Name:

Federal Identification Number:

Address:

Telephone:

Date:

SUBCONTRACTOR

Signature of Representative:

Printed Name and Title:

Firm's Name:

Federal Identification Number:

Address:

Telephone:

Date:

ATTACHMENT 2-3B

MBE PRIME PROJECT PARTICIPATION CERTIFICATION

PLEASE COMPLETE AND SUBMIT THIS FORM TO ATTEST EACH SPECIFIC ITEM OF WORK THAT YOUR MBE FIRM HAS LISTED ON THE MBE PARTICIPATION SCHEDULE (ATTACHMENT 2-1A) FOR PURPOSES OF MEETING THE MBE PARTICIPATION GOALS. THIS FORM MUST BE SUBMITTED WITHIN 10 WORKING DAYS OF NOTIFICATION OF APPARENT AWARD. IF THE BIDDER/OFFEROR FAILS TO RETURN THIS AFFIDAVIT WITHIN THE REQUIRED TIME, THE PROCUREMENT OFFICER MAY DETERMINE THAT THE BIDDER/OFFEROR IS NOT RESPONSIBLE AND THEREFORE NOT ELIGIBLE FOR CONTRACT AWARD.

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

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

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

This form must be completed monthly by the prime contractor.

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

**MARYLAND STATE DEPARTMENT OF EDUCATION
Minority Business Enterprise Participation
Prime Contractor Paid/Unpaid MBE Invoice Report**

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

Prime Contractor:	Contact Person:	
Address:		
City:	State:	ZIP:
Phone:	FAX: Email:	
MBE Subcontractor Name:	Contact Person:	
Phone:	FAX:	
Subcontractor Services Provided:		

List all payments made to MBE subcontractor named above during this reporting period: <table border="0"> <thead> <tr> <th></th> <th>Invoice#</th> <th>Amount</th> </tr> </thead> <tbody> <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> <tr> <td>Total Dollars Paid: \$</td> <td>_____</td> <td></td> </tr> </tbody> </table>		Invoice#	Amount	1.			2.			3.			4.			Total Dollars Paid: \$	_____		List dates and amounts of any outstanding invoices: <table border="0"> <thead> <tr> <th></th> <th>Invoice #</th> <th>Amount</th> </tr> </thead> <tbody> <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> <tr> <td>Total Dollars Unpaid: \$</td> <td></td> <td>_____</td> </tr> </tbody> </table>		Invoice #	Amount	1.			2.			3.			4.			Total Dollars Unpaid: \$		_____
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Total Dollars Unpaid: \$		_____																																			

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

_____ Contract Manager _____ Contracting Unit (Department or Agency) _____ mailto:

Signature: _____
Date: _____
(Required)

This form must be completed monthly by MBE subcontractor

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

Minority Business Enterprise Participation Subcontractor Paid/Unpaid MBE Invoice Report

Report#: _____ Reporting Period (Month/Year): _____ Report is due by the 15th of the month following the month the services were performed.	Contract # _____ Contracting Unit: _____ 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 style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 40%;">Invoice Amount</th> <th style="width: 55%;">Date</th> </tr> </thead> <tbody> <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> </tbody> </table> Total Dollars Paid: \$ _____		Invoice Amount	Date	1.			2.			3.			4.			List dates and amounts of any unpaid invoices over 30 days old. <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 40%;">Invoice Amount</th> <th style="width: 55%;">Date</th> </tr> </thead> <tbody> <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> </tbody> </table> Total Dollars Unpaid: \$ _____		Invoice Amount	Date	1.			2.			3.			4.		
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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 (Department or Agency) _____ _____ mailto: _____																															

Signature: _____ Date: _____
(Required)

ATTACHMENT 2-4B MBE PRIME CONTRACTOR REPORT

**MARYLAND STATE DEPARTMENT OF EDUCATION
 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)

This form must be completed monthly by MBE subcontractor

ATTACHMENT 2-5 SUBCONTRACTOR PAID/UNPAID MBE INVOICE REPORT

Minority Business Enterprise Participation Subcontractor Paid/Unpaid MBE Invoice Report

Report#: _____ Reporting Period (Month/Year): _____ Report is due by the 15th of the month following the month the services were performed.	Contract # _____ Contracting Unit: _____ 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 style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 40%;">Invoice Amount</th> <th style="width: 55%;">Date</th> </tr> </thead> <tbody> <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> </tbody> </table> Total Dollars Paid: \$ _____		Invoice Amount	Date	1.			2.			3.			4.			List dates and amounts of any unpaid invoices over 30 days old. <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 40%;">Invoice Amount</th> <th style="width: 55%;">Date</th> </tr> </thead> <tbody> <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> </tbody> </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
(Department or Agency)	
_____	mailto: _____

Signature: _____ Date: _____
(Required)

ATTACHMENT 3 - TASK ORDER AGREEMENT

CATS+ TORFP # R00B4400088 OF MASTER CONTRACT # 060B2490023

This Task Order Agreement (“TO Agreement”) is made this 29th of April, 2013 by and between MASTER CONTRACTOR and the STATE OF MARYLAND, TO Requesting Agency.

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
 - a. “Agency” means the Maryland State Department of Education (MSDE), as identified in the CATS+ TORFP # R00B3400096.
 - b. “CATS+ TORFP” means the Task Order Request for Proposals # R00B3400096, dated MONTH DAY, YEAR, including any addenda.
 - c. “Master Contract” means the CATS+ Master Contract between the Maryland Department of Information Technology and MASTER CONTRACTOR dated _____.
 - d. “TO Procurement Officer” means TO Procurement Officer. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
 - e. “TO Agreement” means this signed TO Agreement between the Maryland State Department of Education (MSDE) and MASTER CONTRACTOR.
 - f. “TO Contractor” means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is _____.
 - g. “TO Manager” means TO Manager of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
 - h. “TO Technical Proposal” means the TO Contractor’s technical response to the CATS+ TORFP dated date of TO Technical Proposal.
 - i. “TO Financial Proposal” means the TO Contractor’s financial response to the CATS+ TORFP dated date of TO Financial Proposal.
 - j. “TO Proposal” collectively refers to the TO Technical Proposal and TO Financial Proposal.
2. Scope of Work
 - 2.1. This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supercede the Master Contract.
 - 2.2. The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS+ TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
 - a. The TO Agreement,
 - b. Exhibit A – CATS+ TORFP
 - c. Exhibit B – TO Technical Proposal

d. Exhibit C – TO Financial Proposal

2.3 The TO Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the TO Agreement. No other order, statement or conduct of the TO Procurement Officer or any other person shall be treated as a change or entitle the TO Contractor to an equitable adjustment under this section. Except as otherwise provided in this TO Agreement, if any change under this section causes an increase or decrease in the TO Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the TO Agreement price shall be made and the TO Agreement modified in writing accordingly. The TO Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the TO Contractor shall be allowed if asserted after final payment under this TO Agreement. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause of the Master Contract. Nothing in this section shall excuse the TO Contractor from proceeding with the TO Agreement as changed.

3. Time for Performance.

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS+ TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of three years, commencing on the date of Notice to Proceed and terminating on MONTH DAY, YEAR. At the sole option of the State, this TO Agreement may be extended for two (2) additional, one (1) year periods for a total TO Agreement period ending on Month, Day, Year.

4. Consideration and Payment

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

4.2 Payments to the TO Contractor shall be made as outlined Section 2 of the CATS+ TORFP, but no later than thirty (30) days after the Agency's receipt of an 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 [REDACTED]. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to the Agency TO Manager unless otherwise specified herein.

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

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

TO CONTRACTOR NAME

By: Type or Print TO Contractor POC

Date

Witness: _____

STATE OF MARYLAND, TO Requesting Agency

By: insert name, TO Procurement Officer

Date

Witness: _____

ATTACHMENT 4
CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

A. "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

B. "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, Offeror, Contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.

C. The bidder or Offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):

E. The bidder or Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or Offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or Offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

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

Date: _____ By: _____
(Authorized Representative and Affiant)

SUBMIT AS A .PDF FILE WITH TO TECHNICAL PROPOSAL

ATTACHMENT 5 - LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY

INSTRUCTIONS:

1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 060B2490023.
2. Only labor categories proposed in the Master Contractors Technical proposal may be proposed under the CATS+ TORFP process.
3. For each person proposed in any of the labor categories, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements. The summary is required at the time of the interview.

For example: If you propose John Smith who is your subcontractor and you believe he meets the requirements of the Group Facilitator, you will complete the top section of the form by entering John Smith's name and the subcontractor's company name. You will then complete the right side of the Group Facilitator form documenting how the individual meets each of the requirements. Where there is a time requirement such as 3 months experience, you must provide the dates from and to showing an amount of time that equals or exceeds mandatory time requirement.

4. Each form also includes examples of duties to perform. The proposed person must be able to fulfill those duties.
5. For each subject matter expert, the State will identify the particular area of expertise and the Master Contractor shall provide proof the individual has qualifications within that area of expertise.
6. Additional information may be attached to each Labor Category Personnel Resume Summary that may assist a full and complete understanding of the individual being proposed.

**ATTACHMENT 5
LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY
(CONTINUED)**

Proposed Individual's Name/Company:	How does the proposed individual meet each requirement?
LABOR CLASSIFICATION TITLE – (INSERT CATS+ LABOR CATEGORY NAME)	
Education: Insert the education description from <ol style="list-style-type: none"> a. The CATS+ RFP from Section 2.10 for the applicable labor category b. The minimum qualifications and required certifications in Section 2.9 of this TORFP 	
Experience: Insert the experience description from the CATS+ RFP <ol style="list-style-type: none"> a. The CATS+ RFP from Section 2.10 for the applicable labor category b. The minimum qualifications and required certifications in Section 2.9 of this TORFP Provide dates in the format of MM/YY to MM/YY	
Duties: (Insert the duties description from the CATS+ RFP from section 2.10 for the applicable labor category.)	

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

TO Contractor's Contract Administrator:

Signature

Date

Proposed Individual:

Signature

Date

**SUBMIT WITH TO TECHNICAL PROPOSAL
SIGNATURE REQUIRED AT THE TIME OF THE SUBMISSION
WITH THE TO TECHNICAL PROPOSAL**

ATTACHMENT 6 – DIRECTIONS TO THE PRE-TO PROPOSAL CONFERENCE

The Pre-Proposal Conference will be held:

1:00 PM Local Time

Maryland State Department of Education
8th Floor, CR 6
200 West Baltimore Street
Baltimore, MD 21201

From Interstate 95 (Washington, D. C.)

95 to Exit 53 – “Route 395 North/Downtown”. On 395, take exit “Downtown/Inner Harbor”, which is the left lane. Stay in left lane. “Downtown/Inner Harbor” exit becomes Howard Street. Cross Conway, Camden, and Pratt Streets. After Pratt, get in the right lane. Cross Lombard Street, turn right at next light which is Baltimore Street. You can turn right from both lanes, but the left lane of Howard Street puts you into the left lane of Baltimore Street and gives easy access to the parking lot, and directly across from the First Mariners Arena (Formerly the Baltimore Arena).

From Interstate 95 (North of Baltimore—Philadelphia/New York)

95 South to Baltimore. Pass the exits to 695 – Baltimore Beltway. As soon as you pass the 695 exits, get in the right two lanes. Stay to the right and follow signs to 95 South/Ft. McHenry Tunnel. (The left two lanes go to 895 and the “old” Harbor Tunnel.) When you exit the Ft. McHenry tunnel stay on the right and take the first exit – 395/Baltimore/Downtown. On the exit ramp you should begin to move to the left and continue to follow the signs that say “Downtown/Inner Harbor”. Downtown/Inner Harbor” exit becomes Howard Street. Cross Conway, Camden, and Pratt Streets. After Pratt, get in the right lane. Cross Lombard Street, turn right at next light which is Baltimore Street. You can turn right from both lanes, but the left lane of Howard Street puts you into the left lane of Baltimore Street and gives easy access to the parking lot next to the building. MSDE is in the middle of the block, on the left, right next to the parking lot, and directly across from the First Mariners Arena (formerly the Baltimore Arena).

From Annapolis – Route 50

Route 50 West to Route 97 North to Baltimore to exit “695 (Baltimore Beltway) West” to Baltimore. Exit 7B from the Beltway to Baltimore-Washington Parkway “295 North to Baltimore”. Follow directions below for 295 North to Baltimore.

From the Baltimore-Washington Parkway (Route 295)

295 North to Baltimore – all the way into Baltimore City. The name of the road/street changes from BW Parkway to Russell Street to Paca Street. As you come into the city you will pass the site of the new Camden Yards (Oriole Ballpark) on the right, you will cross Pratt Street, Lombard Street, and Redwood Street. At Baltimore Street turn right. Cross Eutaw Street and Howard Street. MSDE is in the middle of the block, on the left, right next to the parking lot, and directly across from the 1st Mariners Arena (Formerly the Baltimore Arena).

ATTACHMENT 7 – NON-DISCLOSURE AGREEMENT (OFFEROR)

This Non-Disclosure Agreement (the "Agreement") is made this ___ day of _____ 2013, 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 #ADPICS PO for TORFP Title. 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 referenced above, 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 TO Procurement Officer, TO Requesting Agency 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: _____

SUBMIT AS REQUIRED IN THE TORFP

ATTACHMENT 8 - NON-DISCLOSURE AGREEMENT (TO Contractor)

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is made as of this _____ day of _____, 2013, by and between the State of Maryland ("the State"), acting by and through its **TO Requesting Agency** (the "Department"), and _____ ("TO Contractor"), a corporation with its principal business office located at _____ and its principal office in Maryland located at _____.

RECITALS

WHEREAS, the TO Contractor has been awarded a Task Order Agreement (the "TO Agreement") for **TORFP Title** TORFP No. **ADPICS PO** dated _____, (the "TORFP") issued under the Consulting and Technical Services Plus procurement issued by the Department, Project Number 060B2490023; and

WHEREAS, in order for the TO Contractor to perform the work required under the TO Agreement, it will be necessary for the State to provide the TO Contractor and the TO Contractor's employees and agents (collectively the "TO Contractor's Personnel") with access to certain confidential information regarding _____ (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. Confidential Information means any and all information provided by or made available by the State to the TO Contractor in connection with the TO Agreement, 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 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 provided by the State 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, all copies of the Confidential Information in its care, custody, control or possession upon request of the Department or on termination of the TO Agreement.

7. A breach of this Agreement by the TO Contractor or by the TO Contractor's Personnel shall constitute a breach of the TO Agreement between the TO Contractor and the State.
8. TO Contractor acknowledges that any failure by the TO Contractor or the TO Contractor's Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the TO Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The TO Contractor consents to personal jurisdiction in the Maryland State Courts. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/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.

Contractor/Contractor's Personnel:

TO Requesting Agency:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SUBMIT AS REQUIRED IN THE TORFP

EXHIBIT A TO NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

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

**Printed Name and Address
of Employee or Agent**

Signature

Date

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

ATTACHMENT 9 – 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	
<p>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.)</p>	
<p>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) _____</p>	
<p>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) _____</p>	
Section 2 – Task Orders with Invoices Linked to Time, Labor Rates and Materials	
<p>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) _____</p>	
<p>B) Are labor rates the same or less than the rates proposed in the accepted Financial Proposal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>	
<p>C) Is the Master Contractor providing timesheets or other appropriate documentation to support invoices? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>	
Section 3 – Substitution of Personnel	
<p>A) Has there been any substitution of personnel? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, skip to Section 4.)</p>	
<p>B) Did the Master Contractor request each personnel substitution in writing? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>	
<p>C) Does each accepted substitution possess equivalent or better education, experience and qualifications than incumbent personnel? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>	

D) 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 D-5 and D-6 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 sub-contractor; \$10,000 was paid to date on the TO; the MBE percentage is 30% ($3,000 \div 10,000 = 0.30$))

D) Is this consistent with the planned MBE percentage at this stage of the project?

Yes No (If no, explain why) _____

E) 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 description, justification, and sign-off

Yes No Sections for impact on cost, scope, schedule, risk and quality (i.e., the impact of change on satisfying TO requirements)

Yes No A formal group charged with reviewing / approving / declining changes (e.g., change control board, steering committee, or management team)

C) Have any change orders been executed?

Yes 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) _____

ATTACHMENT 10 – 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 & Date: _____

ATTACHMENT 11 – AGENCY RECEIPT OF DELIVERABLE FORM

I acknowledge receipt of the following:

TORFP Title: Network Server Support Services

TO Agreement Number: #ADPICS PO

Title of Deliverable: _____

TORFP Reference Section # _____

Deliverable Reference ID # _____

Name of TO Manager: Beth Perlman

TO Manager Signature Date Signed

Name of TO Contractor's Project Manager: _____

TO Contractor's Project Manager Signature Date Signed

SUBMIT AS REQUIRED IN THE TORFP.

ATTACHMENT 12 – AGENCY ACCEPTANCE OF DELIVERABLE FORM

Agency Name: MSDE

TORFP Title: Network Server Support Services

TO Manager: Beth Perlman 410-767-8108

To:

The following deliverable, as required by TO Agreement #ADPICS PO, 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

ISSUED BY THE TO MANAGER AS REQUIRED IN THE TORFP.

ATTACHMENT 13 – SAMPLE WORK ORDER

WORK ORDER		Work Order #	Contract #		
This Work Order is issued under the provisions of TORFP R00B4400088. The services authorized are within the scope of services set forth in the Purpose of the work order.					
Purpose					
Statement of Work Requirements:					
Deliverable(s), Acceptance Criteria and Due Date(s):					
Deliverables are subject to review and approval by AGENCY prior to payment. (Attach additional sheets if necessary)					
Start Date		End Date			
Cost					
Description for Task / Deliverables		Quantity (if applicable)	Labor Hours (Hrs.)	Labor Rate	Estimate Total
1.				\$	\$
2.				\$	\$
*Include WBS, schedule and response to requirements.		AGENCY shall pay an amount not to exceed			\$
TO Contractor		AGENCY Approval			
(Signature) TO Contractor Authorized Representative (Date)		(Signature) AGENCY TO Manager (Date)			
POC	(Print Name)	TO Manager	(Print Name)		
Telephone No.		Telephone No.			
Email:		Email:			

ATTACHMENT 14 – CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

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

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

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

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

CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

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

Name of Authorized Representative:

Signature of Authorized Representative:

Date: _____ Title: _____

Witness Name (Typed or Printed): _____

Witness Signature and Date: _____

ATTACHMENT 16- PERFORMANCE EVALUATION FORM (PEF)

(The TO Contractor shall submit one PEF for each employee as required)

Evaluation Month & Year:

Employee Name:

Role (TORFP Section 2.X):

Labor Category:

TO Contractor Name:

TO Contractor Contact:

MSDE TO Manager:

TO Requesting Agency: MSDE

TO Agreement Name:

TO Agreement #:

The information below shall be completed by the TO Manager or Designee and returned to the TO Contractor

TO CONTRACTOR PERSONNEL PERFORMANCE RATING*

Performance Area	Satisfactory	Unsatisfactory
Attendance / Timeliness		
Work Productivity		
Work Quality		
Teamwork		
Communication		
Customer Service		

*TO Contractor Personnel should maintain a “Satisfactory” rating for each performance area. For any unsatisfactory ratings, the TO Manager may invoke the Mitigation Procedures for Unsatisfactory Performance as defined in Section 2.X of TORFP. The TO Manager also may indicate “rejected” below and withhold payment pending employee performance mitigation or employee substitution.

Employee performance overall is accepted. Employee performance overall is rejected (for reasons indicated below).

REASON(S) FOR UNSATISFACTORY EMPLOYEE PERFORMANCE RATING/S:

OTHER COMMENTS:

TO Manager Signature

Date Signed

ATTACHMENT 16 - 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.

- **SUMMARY OF REPORTS**V-1A Offeror Acknowledgement of Task Order VSBE Requirements (must be submitted with offer)
- V-1 (Parts 1 and 2) Veteran-Owned Small Business Enterprise Utilization Affidavit and VSBE Participation Schedule (Attachment V-1) (must be submitted with offer)
- V-2 VSBE Subcontractor Project Participation Statement (Attachment V-2) (must be submitted within 10 working days of notification of apparent award or actual award, whichever is earlier)
- V-3 VSBE Prime Contractor Unpaid Invoice Report (Submitted monthly)
- V-4 VSBE Subcontractor Unpaid Invoice Report (Submitted monthly)

PURPOSE

The TO Contractor shall structure its procedures for the performance of the work required in this TO to attempt to achieve the VSBE subcontractor 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 16.

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>.

Solicitation and TO Formation

Offeror shall include with its TO Proposal a completed VSBE Utilization Affidavit and Subcontractor Participation Schedule (ATTACHMENT 16 form V-1A and ATTACHMENT 16 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 subcontractor identified on the VSBE Participation Schedule.

If Offeror fails to submit ATTACHMENT 16-V-1A and ATTACHMENT 16-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.

VSBE Subcontractor Project Participation Statement (ATTACHMENT 16 form V-2);

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

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 16 form V-3).
2. Include in its agreements with its 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 16 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. The subcontract agreement documenting the work performed by all 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 16 - 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. The TO Contractor must promptly notify the TO Manager if, during the course of the TO, a new VSBE subcontractor is utilized.

**ATTACHMENT 16 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. If Offeror fails to complete and submit this form with its response to the TORFP, the TO Procurement Officer shall determine that the Offeror's response to the TORFP is not reasonably susceptible of being selected for award.

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

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

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

Part 1 - Affidavit

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

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

OR

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

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

(a) Subcontractor Project Participation Statement

(b) 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 16 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 subcontractor on this project

Name of Veteran-Owned Firm	DUNS Number
Percentage of Total Contract: %	
Description of work to be performed:	
Name of Veteran-Owned Firm	DUNS Number
Percentage of Total Contract: %	
Description of work to be performed:	
Name of Veteran-Owned Firm	DUNS Number
Percentage of Total Contract: %	
Description of work to be performed:	
Name of Veteran-Owned Firm	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 16 V-2 VSBE SUBCONTRACTOR PROJECT PARTICIPATION STATEMENT

Please complete and submit one form for each verified VSBE listed on Attachment V-2 within 10 working days of notification of apparent award.

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

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

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

PRIME CONTRACTOR SIGNATURE

SUBCONTRACTOR SIGNATURE

By: _____
 Name, Title

 Date

By: _____
 Name, Title

 Date

ATTACHMENT 16 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 16 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 _____