

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

**CHILD CARE SUBSIDY CASE MANAGEMENT AND PAYMENT
PROCESSING FUNCTIONS – IMAGING, DATA MANAGEMENT
AND INTERACTIVE VOICE RESPONSE SYSTEM**

CATS+ TORFP # R00B540022



Maryland State Department of Education

Issue Date: December 12, 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 shall respond to this TORFP with either a Task Order (TO) Proposal to this TORFP or a Master Contractor Feedback form (See Section 3).

Solicitation Title:	Child Care Subsidy Case Management and Payment Processing Functions – Imaging, Data Management and Interactive Voice Response System
Solicitation Number (TORFP #):	R00B540022
Functional Area:	3 – Electronic Document Management
Issue Date:	December 12, 2014
Questions Due Date and Time:	January 12, 2015 at 10 :00 A.M. Local Time
Closing Date and Time:	January 30, 2015 at 10:00 A.M. Local Time
TO Requesting Agency:	MSDE
Send Questions as a Word Document to: Send Proposals to: (no emails please)	Alan Delman alan.delman@maryland.gov Alan Delman, Procurement 200 West Baltimore Street Mail Room-ground floor Baltimore, MD 21201
TO Procurement Officer:	Alan Delman Office Phone Number: 410-767-0956 Office Fax Number: 410-333-8723
TO Manager:	Betsy Blair Office Phone Number: 410-767-7845 Office Fax Number: 410-333-0653 e-mail address: Elizabeth.blair@maryland.gov
TO Type:	Fixed price
Period of Performance:	Five (5) years
MBE Goal:	33 % with 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:	Within 25 miles from MSDE, 200 West Baltimore Street, Baltimore MD 21201
TO Pre-proposal Conference: See Attachment 6 for directions to location	Maryland State Department of Education 200 West Baltimore Street Baltimore, MD 21201 Conference Rm. 6 & 7 January 8, 2015 at 10:00 AM Local time

SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 TORFP SUBJECT TO CATS+ MASTER CONTRACT

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

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

1.2 ROLES AND RESPONSIBILITIES

Personnel roles and responsibilities under the TO:

- **TO Procurement Officer** – The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement.
- **TO Manager** - The TO Manager has the primary responsibility for the management of the work performed under the TO Agreement; administrative functions, including issuing written directions; ensuring compliance with the terms and conditions of the CATS+ Master Contract.

The TO Manager will assign tasks to the personnel provided under this TORFP and will track and monitor the work being performed through the monthly accounting of hours deliverable for work types; actual work produced will be reconciled with the hours reported.

- **TO Contractor** – The CATS+ Master Contractor awarded the TO. The TO Contractor shall provide human resources as necessary to perform the services described in this TORFP Scope of Work.
- **TO Contractor Manager** - TO Contractor Manager will serve as primary point of contact with the TO Manager to regularly discuss progress of tasks, upcoming tasking, historical performance, and resolve any issues that may arise pertaining to the TO Contractor Personnel. The TO Contractor Manager will serve as liaison between the TO Manager and the senior TO Contractor management.

The TO Contractor will provide invoices as specified under Section 2.12 Invoicing. The TO Contractor is responsible for making payments to the TO Contractor Personnel.

- **TO Contractor Personnel** – Any resource provided by the TO Contractor, its agents, subcontractors, or subcontractor agents in support of this TO over the course of the TO period of performance.
- **Key Personnel** – Any individual identified in the TO Proposal by the Master Contractor to perform work under the scope of this TORFP. Key personnel shall start as of TO Agreement issuance unless specified otherwise.

1.3 TO AGREEMENT

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

1.4 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the date and exact time stated in the Key Information Summary Sheet above. In the case of a paper TO Proposal submission, Offerors shall take such steps necessary to ensure the delivery of the paper submission by the date and time specified in the Key Information Summary Sheet and as further described in Section 3.

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

1.5 ORAL PRESENTATIONS/INTERVIEWS

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

1.6 QUESTIONS

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

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

1.7 TO PRE-PROPOSAL CONFERENCE

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

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

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

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

later than five (5) business days prior to the pre-proposal conference. The MSDE will make reasonable efforts to provide such special accommodation.

1.8 CONFLICT OF INTEREST

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

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

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

1.9 LIMITATION OF LIABILITY

The TO Contractor's liability is limited in accordance with Section 27 of the CATS+ Master Contract. TO Contractor's liability for this TORFP is limited to 2 times the total TO Agreement amount.

1.10 CHANGE ORDERS

If the TO Contractor is required to perform work beyond the scope of Section 2 of this TORFP, or there is a work reduction due to unforeseen scope changes, a TO Change Order is required. The TO Contractor and TO Manager shall negotiate a mutually acceptable price modification based on the TO Contractor's proposed rates in the Master Contract and scope of the work change. No scope of work changes shall be performed until a change order is approved by DoIT and executed by the TO Procurement Officer.

1.11 TRAVEL REIMBURSEMENT

Expenses for travel and other costs shall not be reimbursed.

1.12 MINORITY BUSINESS ENTERPRISE (MBE)

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

A Master Contractor that responds to this TORFP shall complete, sign, and submit all required MBE documentation at the time of TO Proposal submission (See Attachment 2 Minority Business Enterprise Forms and Section 3 Task Order Proposal Format and Submission Requirements). **Failure of the Master Contractor to complete, sign, and submit all required MBE documentation at the time of TO Proposal submission will result in the State's rejection of the Master Contractor's TO Proposal.**

In 2014, Maryland adopted new regulations as part of its Minority Business Enterprise (MBE) program concerning MBE primes. Those new regulations, which became effective June 9, 2014 and are being applied to this task order, provide that when a certified MBE firm participates as a prime contractor on

a contract, an agency may count the distinct, clearly defined portion of the work of the contract that the certified MBE firm performs with its own forces toward fulfilling up to fifty-percent (50%) of the MBE participation goal (overall) and up to one hundred percent (100%) of not more than one of the MBE participation subgoals, if any, established for the contract. Please see the attached MBE forms and instructions.

1.12.1 MBE PARTICIPATION REPORTS

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 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 the MSDE. The TO Contractor shall e-mail all completed forms, copies of invoices and checks paid to the MBE directly to the TO Manager.

1.13 VETERAN OWNED SMALL BUSINESS ENTERPRISE (VSBE)

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

By submitting a response to this solicitation, the 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 15 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.**

1.13.1 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 15.

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

1.14 NON-DISCLOSURE AGREEMENT

1.14.1 NON-DISCLOSURE AGREEMENT (OFFEROR)

A reading room is currently not anticipated for this TORFP, however in the event that the need arises, the following applies:

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

1.14.2 NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

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

1.15 LIVING WAGE

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

All TO Proposals shall be accompanied by a completed Living Wage Affidavit of Agreement, Attachment 13 of this TORFP.

1.16 IRANIAN NON-INVESTMENT

All TO Proposals shall be accompanied by a completed Certification Regarding Investments in Iran, Attachment 16 of this TORFP.

1.17 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

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

Attachment 12 is a sample of the TO Contractor Self-Reporting Checklist. DoIT may send initial checklists out to applicable/selected TO Contractors approximately three months after the award date for a TO. The TO Contractor shall complete and return the checklist as instructed on the form. Subsequently, at six month intervals from the due date on the initial checklist, the TO Contractor shall update and resend the checklist to DoIT.

1.18 MERCURY AND PRODUCTS THAT CONTAIN MERCURY

This solicitation and resulting purchase orders require that all materials used in the performance of the Contract and subsequent Purchase Orders or work orders shall be mercury-free products. The Offeror shall submit a Mercury Affidavit found in Attachment 14 with the TO Technical Proposal.

1.19 PURCHASING AND RECYCLING ELECTRONIC PRODUCTS

A State law effective October 1, 2012 (HB 448, Chapter 372) requires State agencies purchasing computers and other electronic products in categories covered by Electronic Product Environmental Assessment Tool (EPEAT) to purchase models rated EPEAT Silver or Gold unless the requirement is waived by the Department of Information Technology (DoIT). This information is located on the Department of General Services (DGS) web site:

<http://www.dgs.maryland.gov/GreenOperations/GreenPurchasing/Guidelines/specs/ElectronicandITProductsSpecification.pdf>.

The TO Contractor shall perform proper disposition of Information Technology equipment within the guidelines provided by DGS . Guidelines provided by DGS require planning and coordination of the proper disposition of Information Technology equipment. A new state law effective October 1, 2012 (HB 448, Chapter 372) requires state agencies awarding contracts for services to recycle electronic products to award the contract to a recycler that is R2 or e-Stewards certified. This information is located on the DGS web site:

<http://www.dgs.maryland.gov/GreenOperations/GreenPurchasing/Guidelines/specs/ElectronicProductDisposalSpecification.pdf>.

Guidelines provided by DoIT discuss information and guidance on the proper disposition of IT equipment, media sanitization, and protecting confidential information stored on media. This information is located in the State's Information Technology (IT) Security Policy <http://doit.maryland.gov/support/pages/securitypolicies.aspx>. Section 6.5 Media Protection provides guidance on proper precautions to protect confidential information stored on media.

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SECTION 2 - SCOPE OF WORK

2.1 PURPOSE

MSDE is issuing this CATS+ TORFP to one (1) Master Contractor in order to obtain a solution for case management and payment processing functions, including imaging and indexing services, an interactive verification response (IVR) system, customer assistance, testing, training, the development of a data management system, and the creation of computer application extracts for the Office of Child Care Subsidy. The solutions described do not constitute Major IT Development Projects (MITDPs).

As part of the TO Proposal, Master Contractors shall propose exactly four (4) named resources and shall describe in a Staffing Plan how additional resources shall be acquired to meet the needs of the TO Requesting Agency. The TO Contractor shall describe in its proposal its staffing strategy for fully supporting all case management and invoice processing functions. A rationale for the number of staff and their duties shall be described in the Staffing Plan. All other planned positions shall be described generally in the Staffing Plan, and may not be used as evidence of fulfilling company or personnel minimum qualifications. MSDE shall evaluate the TO Proposal on both the company's and key personnel's minimum qualifications.

MSDE expects four (4) key resources to be available as of the start date specified in the Notice To Proceed (NTP).

MSDE intends to award this Task Order to one (1) Master Contractor that proposes a team of resources and a Staffing Plan that can best satisfy the TO requirements.

2.2 REQUESTING AGENCY BACKGROUND

The Maryland State Department of Education (MSDE) has developed this Task Order Request for Proposal (TORFP) to select a TO Contractor to provide case management and payment processing functions for child care customers and providers utilizing the Child Care Subsidy (CCS) program. The CCS program serves 11,200 families and 18,900 children. Approximately 15,000 invoices are paid each month using the Child Care Administration Tracking System (CCATS).

The purpose of the CCS program is to provide means tested financial assistance in the form of vouchers for child care costs to eligible working families in Maryland. To receive this assistance, families must meet certain requirements as stated in Code of Federal Regulations (45CFR98) and State regulations (COMAR 13A.14.06). Eligible families select the child care provider of their choice. MSDE is responsible for ensuring providers are paid timely.

This TORFP seeks proposals to provide services and activities related to the case management of the customers and payment processing of the providers using the CCS program.

2.3 PROJECT BACKGROUND

The Office of Child Care Subsidy at the MSDE seeks a well-qualified service provider who will handle all aspects of case management using the CCATS in accordance with MSDE regulations, policies and procedures. These core services include, but are not limited to:

- processing payments and payment adjustments;
- investigating, calculating, and recovering overpayments;
- calculating underpayments and creating checkwriter payments;

- handling received checks;
- testing CCATS enhancements;
- training;
- participating in administrative hearings and other proceedings;
- responding to written and verbal inquiries from child care providers and customers;
- handling mail and postage;
- maintaining forms;
- disseminating provider information via training, newsletters, notices, etc.;
- verifying reported attendance from child care providers;
- detecting suspected fraud;
- managing and line supervision;
- determining eligibility for customers;
- managing vouchers;
- managing customer cases;
- providing community education and outreach;
- ensuring quality assurance;
- supporting administrative and clerical staff;
- maintaining an organized data management system;
- maintaining an interactive voice response system;
- imaging and indexing;
- designing data extracts for DHR CIS/CARES, and perform inquiries for MSDE's Pre-kindergarten, Head Start, EXCELS and check child care Maryland;
- transitioning payment processing services from the current contractor; and
- transitioning case management services from DHR.

MSDE expects that increased automation will be available for these systems mid-way through this TO. Impact on TO Contractor operations will need to be assessed at that time.

2.4 PROFESSIONAL DEVELOPMENT

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

2.5 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES

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

The TO Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting security and technology project execution.

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

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

- 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.
- The State's Information Technology Project Oversight Policies for any work performed under this TORFP for one or more Major IT Development Projects (MITDPs)

2.6 REQUIREMENTS

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

2.6.1 TO Manager and MSDE Responsibilities

The MSDE will provide the following support to carry out the services required under this contract:

- Child Care Automated Tracking System (CCATS)
MSDE will provide access to CCATS, MSDE's software application used to process all CCS inventories. MSDE's CCATS project manager will be responsible for facilitating communications, assigning system logons and resolving any issues along with MSDE and system vendor.
- Other Software Applications
MSDE will provide connectivity to the MSDE network and other required interfaces, inquiries or exchanges:
 - (a) Maryland Automated Benefits System (MABS);
 - (b) Motor Vehicle Administration (MVA);
 - (c) State Verification Exchange System (SVES);
 - (d) Systematic Alien Verification Entitlements (SAVE);
 - (e) New Hires Registry System;
 - (f) Income Eligibility Verification System (IEVS);
 - (g) Client Information System (CIS); and
 - (h) Possible Fraud Matches from the Office of the Inspector General.
- CCS Regulations
MSDE will electronically provide the Contractor with the Code of Maryland Agency Regulations 13A.14.06. Regulations will be maintained by the Office of Child Care Subsidy.
- CCS Documentation
MSDE will provide the Contractor with the electronic version of any CCS or CCATS manuals, policy and procedure guides, or forms.
- CCS Policy & Procedures
MSDE will provide the Contractor with initial policy and system training and ongoing technical assistance including policy interpretation and policy changes.
- Mail House
MSDE will provide a mail house to ensure the mailing of system generated documents to customers.

2.6.2 Transition Out

The MSDE and the TO Contractor shall work together at the end of the contract to ensure a smooth transition and knowledge transfer from the TO Contractor to another contractor if necessary. All case

management and payment processing images shall be transferred to MSDE. A list of all pending work with due dates shall be delivered to MSDE.

2.6.3 FUNCTIONAL / BUSINESS REQUIREMENTS

Services	Functional / Business Requirements	Associated Deliverable ID # from Section 2.8.4 below as applicable
Processing payments and payment adjustments	1. TO Contractor shall process all properly submitted invoices.	2.8.4.1
	2. TO Contractor shall document improperly submitted invoices in the provider record and contact the provider in writing for corrections.	2.8.4.1
	3. TO Contractor shall correct underpayments.	2.8.4.1
	4. TO Contractor shall have a supervisor review attendance processed from the invoice and accept or reject it.	
Investigating, calculating, and recovering overpayments	5. TO Contractor shall make an effort to detect any non-fraud and fraud overpayments and calculate the amount to be recovered.	2.8.4.1
	6. TO Contractor shall generate and mail the series of three Overpayment Notification Letters and Repayment Agreement Form to providers and/or customers.	
	7. TO Contractor shall refer the overpayment to the Central Collections Unit (CCU) if the provider or customer does not respond regarding repayment.	
	8. TO Contractor shall forward the required overpayment documentation to MSDE as identified in the Overpayment Policy and Procedures.	
Calculating underpayments and creating checkwriter payments	9. TO Contractor shall correctly calculate and process checkwriter/underpayments to providers when invoice payments are not correct.	2.8.4.1
	10. TO Contractor shall have a supervisor review the checkwriter/underpayment amount.	
Handling received checks	11. TO Contractor shall batch and send any checks that are received to MSDE for handling.	
	12. TO Contractor shall maintain a list of any checks sent to MSDE with a date for tracking purposes.	2.8.4.6

Testing CCATS enhancements	13. TO Contractor shall test CCATS enhancements in the testing and production environments using test scripts developed by MSDE whenever system updates are occur.	
	14. TO Contractor shall document and report any errors to the CCATS testing team.	
Training	15. TO Contractor shall develop and implement a comprehensive training program for all employees and provide on-going training.	
	16. TO Contractor shall develop and offer refresher training if staff needs warrant it.	
Participating in administrative hearings or other proceedings	17. TO Contractor shall review any customer's case who chooses to appeal and either mediate the case locally or refer it for an administrative hearing.	
	18. TO Contractor shall prepare the summary of facts and organize any supporting documentation for the hearing.	
	19. TO Contractor shall attend administrative hearings and testify if requested.	
Responding to verbal and written inquiries from providers and customers	20. TO Contractor shall have a live customer service representative available during the days and hours MSDE is open for business which is Monday through Friday from 8:00 a.m. to 5:00 p.m. to address provider issues verbally or in writing.	2.8.4.3
	21. TO Contractor shall have a mechanism in place to facilitate conversations with multilingual child care providers and customers.	
	22. TO Contractor shall maintain a contact list with resources such as, the case management TO Contractor, regional licensing offices, and child care resource and referral agencies, so that they can refer customers as needed.	
	23. TO Contractor shall maintain a list of eligibility or payments concerns from customers and providers. Any items that are repeated reported should be shared with MSDE so a mitigation strategy can be employed.	
Handling mail and postage	24. The TO Contractor shall provide postage and handling for any mail generated outside of CCATS batch mailhouse handling. Mail includes requested forms, inquiries for additional verification, etc. Mail usage for payment processing has been 1,200 pieces per month and 3,000 per month for case management for calendar year 2013. With the implementation of CCATS Option	2.8.4.4

	8 – Enhancements to Case Management, several other documents shall be added to batch mailhouse handling and shall not be the responsibility of the TO Contractor. The mail usage sent from the TO Contractor should not increase during the upcoming years. With first class postage, the cost would be approximately \$2,000 based on the current usage. The TO Contractor could possibly get a lower rate from a postal service.	
	25. TO Contractor shall track returned mail and make an attempt made to locate the customer or provider. If a correct address is obtained, it should be corrected in CCATS. If no further information is discovered, the appropriate action to correct the case should be taken and the required notices issued.	2.8.4.4
Maintaining Forms	26. TO Contractor shall maintain a readily available soft or hard copy of all current CCS forms for customers and providers. Forms may be updated to accommodate ease of imaging and indexing if necessary with MSDE’s approval.	
Disseminating provider information via training, newsletters, notices, etc.	27. TO Contractor shall attend provider information sessions when requested to deliver a payment processing overview or offer updates.	
	28. TO Contractor shall develop and disseminate basic CCS payment overview information to child care providers, as well as notify them regarding any system-wide payment delay issues if necessary. There should be no additional mailing cost to the TO Contractor for this requirement since the information can be mailed to the provider through the existing mailhouse.	
	29. TO Contractor shall communicate with providers verbally or in writing regarding changes or challenges with processing of invoices.	
Verifying reported attendance	30. TO Contractor shall select a random sample of 29 provider invoices once every two weeks to verify that the children were in attendance. Selected providers shall submit their attendance sheets for review within two weeks of the request, or payment will not be processed.	
	31. TO Contractor shall verify attendance reported by ensuring parents signed the provider’s attendance sheet for each day to indicate their children were in care.	
Detecting suspected	32. TO Contractor shall refer any suspected instances of provider or customer fraud to the MSDE fraud	

fraud	investigator.	
	33. TO Contractor shall maintain a list of all suspected fraud cases reported to the investigator by name and type (provider or customer) with a referral date.	2.8.4.7
	34. TO Contractor shall collect and submit related information or documentation with the referral.	
	35. TO Contractor shall present a waiver to the customer or provider if suspected fraud is substantiated through documentation that does not warrant an investigation.	
Managing and line supervision	36. TO Contractor shall set job expectations and give assignments. MSDE shall review and approve the initial job expectations for staff positions proposed by the TO Contractor. Staff's work shall be monitored on a regular basis.	
	37. TO Contractor shall review three cases per month per eligibility determination staff member to ensure the correct policies and procedures are applied. The existing MSDE Comprehensive Program Review System (CPRS) must be used.	
Determining eligibility for customers	38. TO Contractor shall determine customer applications timely. Applications include the CCS paper application, DHR Service Access and Information Link (SAIL) applications, and CCATS public portal applications (future).	2.8.4.2
	39. TO Contractor shall develop an alternative application method for special populations, such as, homeless, limited English speaking skills and illiteracy. MSDE shall review and approve the suggested methods and materials prior to implementation.	
	40. TO Contractor shall assign priority to CCS/TCA applications with all verifications.	
	41. TO Contractor shall review customer documentation and any available secondary source databases to determine eligibility.	
	42. TO Contractor shall enter the data into CCATS.	
	43. TO Contractor shall send appropriate letters and any other necessary documentation.	
Managing Vouchers	44. TO Contractor shall issue and receipt vouchers to the correct provider timely.	2.8.4.2
Managing customer cases	45. TO Contractor shall complete customer redeterminations and interim changes timely.	2.8.4.2
Providing community education and outreach	46. TO Contractor shall inform eligible CCS customers of all child care assistance options that may be available to them including prekindergarten and head start services.	
	47. TO Contractor shall emphasize the importance of	

	quality child care and encourage parents to access the Maryland EXCELS and check child care Maryland websites.	
	48. TO Contractor shall market CCS to customers who have not applied for services, but may be eligible.	
	49. TO Contractor shall make an effort to reach out to special populations such as groups with English as a second language, homeless families, and teen parents.	
	50. TO Contractor shall refer customers to other services when necessary. Services include, but are not limited to: child support, child welfare, LOCATE, Licensing, or Food Stamps (SNAP).	
Supporting administrative and clerical support	51. TO Contractor shall track all incoming and outgoing documentation and make sure all deadlines are met.	
Payment Processing Transition-In	52. TO Contractor shall clearly outline a plan to ensure a smooth transition from the current contractor.	
	53. TO Contractor shall have all images (current and historical) dating back 5 years from the date of implementation transferred from the current contractor.	
	54. TO Contractor shall have all pending work (including invoices, overpayments, and outstanding customer service issues) identified with due dates and transferred from the current contractor.	
Case Management Transition-In	55. TO Contractor shall clearly outline a plan to ensure a smooth transition from DHR.	2.8.4.5
	56. The TO Contractor shall maintain scheduled biweekly contact with MSDE to keep them abreast of project schedules, project risks and any other identified issues.	2.8.4.5
	57. TO Contractor shall pick up the case management records from each of the Statewide DHR local departments of social services one time only during transition and image and index them.	2.8.4.5

2.6.4 TECHNICAL REQUIREMENTS

Section	Technical Requirements	Associated Deliverable ID # from Section 2.8.4 below as applicable
Connectivity	1. TO Contractor shall provide a secured circuit(s) connecting to MSDE, 200 W. Baltimore Street, Switch, and Firewall. The minimum speed is T1. The dedicated circuit is needed because the application is behind the Firewall.	

Maintaining an organized data management system	2. TO Contractor shall date stamp and assign all invoices to payment processors using procedures the TO Contractor designs outside of CCATS.	
	3. TO Contractor shall date stamp and enter in CCATS within one (1) business day all customer applications. TO Contractor shall process all customer applications within 30 calendar days.	
	4. TO Contractor shall track all customer and provider incoming and outgoing documentation to determine the correct due dates for tasks.	
	5. TO Contractor shall maintain organized and accurate customer and provider files.	
	6. TO Contractor shall provide inquiry only access at MSDE to the central CCS staff for the data management system.	
Maintaining an interactive voice response (IVR) system	7. TO Contractor shall provide access through a toll-free telephone number to CCS customers for case management and providers for invoice processing 24 hours per day, 7 days per week.	
	8. TO Contractor shall maintain a total count of the calls handled by the IVR including abandoned, transferred, and hang ups, as well as the number of customer and provider calls handled by a customer service representative.	2.8.4.3
	9. TO Contractor shall allow MSDE to review and approve IVR scripts.	
Imaging and Indexing	10. TO Contractor shall image and index all incoming and outgoing documents that are not saved in CCATS to the correct provider related electronic folder.	
	11. TO Contractor shall make images available to view at MSDE by the central CCS staff.	
	12. TO Contractor shall establish an indexing system that makes documents easy to locate.	
	13. TO Contractor shall store all active case record documentation and case record documentation that has been inactive for 12 months or less prior to the date of implementation.	
	14. TO Contractor shall index historical documents so that they can be easily located.	
	15. TO Contractor shall shred paper documents within 1-3 months after imaging and indexing.	
	16. TO Contractor shall return any original documents, such as birth certificates, divorce decrees, etc. to	

	the customer.	
Designing Data Exchanges	17. TO Contractor shall design a data exchange with DHR CIS/CARES that indicates a CCS/TCA applicant or customer's status. Data shall be available both at the time of CCS application and at any time the customer continues to receive CCS. An Extract Transform Load (ETL) may be used to gather and share the data.	
	18. TO Contractor shall design a data exchange with DHR CIS/CARES that indicates a CCS applicant or customer's child support status and the most recent three months of payments from the absent parent including arrearages and State or federal tax intercepts. An Extract Transform Load (ETL) may be used to gather and share the data.	
	19. TO Contractor shall inquire into MSDE's existing databases CCATS, EXCELS, Check child care Maryland to assist parents in locating head start, prekindergarten and quality child care arrangements.	

2.6.5 NON-FUNCTIONAL, NON-TECHNICAL REQUIREMENTS

	Non-Functional, Non-Technical Requirements	Associated Deliverable ID # from Section 2.8.4 below as applicable
	1. TO Contractor shall implement policies and procedures to ensure that employees are not directly involved in authorizing payments for themselves, relatives, household members, friends, or for persons for whom the employee has custodial responsibility.	
	2. TO Contractor shall ensure that customer and provider records are secured and confidentiality policies are followed.	
	3. TO Contractor shall report suspected child or adult abuse and neglect to the DHR LDSS office in the family's area, as well as any teen parents who are not emancipated and do not have adult supervision.	

2.6.6 TO CONTRACTOR RESPONSIBILITIES

See above Section 2.6 for TO Contractor responsibilities.

2.6.7 TO CONTRACTOR PERSONNEL DUTIES AND RESPONSIBILITIES

See above Section 2.6 for TO Contractor responsibilities.

2.6.8 SERVICE LEVEL AGREEMENT (SLA)

The payment processing service levels are based on a team of processors handling the received invoices on a first come, first served basis. The case management service levels are based on a team of eligibility specialists handling the received applications and necessary documentation on a first come, first served basis. The customer service expectations are based on a team of customer service representatives handling calls on a first come, first served basis. Any responses that can be handled by the IVR shall be provided by the IVR. A customer service supervisor shall be available to field complex customer issues or handle dissatisfied providers. The over and underpayment processing is based on remedying an irregular provider payment as soon as possible once it is detected. The address change update is based on ensuring a provider payment reaches the individual or organization at the correct location as quickly as possible.

Payment Processing			
Measure	Outcome	Reporting Measure	Penalty
TO Contractor shall process a properly completed and submitted invoice within three days of the receipt date.	At least <u>99</u> % of properly completed and submitted invoices must be processed within three days of the receipt date.	Monthly Outcome Report	\$500 for each calendar day of delay (Please Note: 5:01 p.m. is considered late)
TO Contractor shall document improperly completed or submitted invoices in the provider record and correct it within three days of receipt date.	At least <u>99</u> % of improperly completed or submitted invoices must be documented and corrected within three days of receipt date.	Monthly Outcome Report	\$500 for each calendar day of delay (Please Note: 5:01 p.m. is considered late)
Mail Processing			
TO Contractor shall date stamp and distribute all invoices to payment processor within one business day of receipt.	At least <u>99</u> % of incoming mail is logged within one business day of the date the incoming mail is received by TO Contractor.	Monthly Outcome Reports	\$250 per percentage point per quarter below 99%
To Contractor shall log and distribute all incoming mail to case management staff within one business day of the date of receipt by the Contractor.	At least <u>95</u> % of incoming mail is logged within one business day of the date the incoming mail is received by the Contractor.	Monthly Outcome Reports	\$250 per percentage point per quarter below 95%
Customer Service			
TO Contractor shall offer an immediate response either through an interactive voice response system or from a live customer service representative when a caller requests information.	At least <u>85%</u> of the callers requesting information must receive an immediate response.	Monthly Outcome Reports	\$250 per percentage point, or fraction thereof, below 85% per quarter

TO Contractor shall return a telephone call or email no later than the close of the next business day for a caller leaving voicemail message for CCS staff.	At least <u>95</u> % of the callers leaving voice mail or email messages for a CCS worker shall receive a return telephone call within one business day of the call.	Monthly Outcome Reports	\$250 per percentage point, or fraction thereof, below 95% per quarter
TO Contractor shall not have callers wait more than five (5) minutes on hold after having the call placed in the queue.	At least <u>95</u> % of the callers, after having their call answered and placed in queue, shall not wait more than five (5) minutes.	Monthly Outcome Reports	\$250 per percentage point per quarter below 95%
TO Contractor shall address all complaints, verbal or written, whether received directly by the Contractor or forwarded to the Contractor by MSDE, within 48 hours of receipt.	At least <u>95</u> % of complaints will be addressed within 48 hours of receipt.	Monthly Outcome Reports	\$250 per percentage point per quarter below 95% per quarter
TO Contractor shall ensure that requests for CCS forms are sent no later than the end of the business day following the day of a request.	At least <u>95</u> % of Customers requesting a CCS forms shall have the form(s) sent to them within one business day of the request.	Monthly Outcome Reports	\$250 per percentage point per quarter below 95% per quarter
Over and Underpayments and Checkwriter Payments			
TO Contractor shall mail first Overpayment Notification Letter and Repayment Agreement to recoup an overpayment within fifteen (15) calendar days of the date the overpayment is discovered.	At least <u>95</u> % of identified overpayments have a demand for recoupment made by the TO Contractor within fifteen (15) calendar days of the date the overpayment was discovered.	Monthly Outcome Reports	\$250 per percentage point per quarter below 95% per quarter
TO Contractor shall reimburse an underpaid provider within fifteen (15) calendar days of the date the underpayment is discovered.	At least <u>95</u> % of identified underpayments have been paid within fifteen (15) calendar days of the date the underpayment was discovered.	Monthly Outcome Reports	\$250 per percentage point per quarter below 95% per quarter
TO Contractor shall process checkwriter payment requests within three (3) calendar days of the date of request.	At least <u>98</u> % of checkwriter payments requested have been processed within three (3) days of the receipt date.	Monthly Outcome Reports	\$250 per percentage point per quarter below 95% per quarter
Changes in Address			
TO Contractor shall process	At least <u>98</u> % of reported	Monthly	\$250 per

changes of payment address reported by child care providers within five business days of the date the change is reported.	address changes have been made within five business day of the date the change is reported to CCS.	Outcome Reports	percentage point per quarter below 95% per quarter
TO Contractor shall enter or update in CCATS any changes of address reported by customers within ten (10) business days of the date the change is reported to CCS.	At least <u>98</u> % of reported address changes have been made within ten (10) business days of the date the change	Monthly Outcome Reports	\$250 per percentage point per quarter below 95% per quarter
Application, Redetermination and Interim Changes			
TO Contractor shall enter into CCATS the name and address of the CCS applicant and date stamp the application in CCATS within one business day of the date the application is received by CCS.	At least <u>98</u> % of CCS applications received by the TO Contractor with the name and address of the Applicant shall be pending in CCATS with the date the application is received, within one business day of the date the application is received.	Monthly Outcome Report	\$500 for each calendar day of delay (Please Note: 5:01 p.m. is considered late)
TO Contractor shall process applications correctly to completion (granted or denied) within thirty (30) calendar days of the date of the TO Contractor's receipt of a properly completed application. This includes redeterminations that are submitted late and treated as new applications.	At least <u>98</u> % of CCS applications received by the TO Contractor with the name and address of the Applicant shall be pending in CCATS with the date the application is received, within one business day of the date the application is received.	Monthly Outcome Report	\$500 for each calendar day of delay (Please Note: 5:01 p.m. is considered late)
TO Contractor shall issue children's vouchers the same day as the customer's eligibility determination.	At least <u>98%</u> % of CCS vouchers for eligible Subsidy children shall be issued by the TO Contractor the same day as the customer's eligibility determination.	Monthly Outcome Report	\$500 for each calendar day of delay (Please Note: 5:01 p.m. is considered late)
TO Contractor shall correctly enter child(ren)'s vouchers in CCATS within ten (10) days of receipt.	At least <u>98%</u> of child (ren)'s vouchers shall be entered into CCATS within ten (10) days of receipt.	Monthly Outcome Report	\$500 for each calendar day of delay (Please Note: 5:01 p.m. is considered late)

TO Contractor shall process redeterminations correctly to completion (granted or closed) within fifteen (15) business days of the CCS customer's redetermination end date.	At least <u>98</u> % of CCS Redeterminations are processed correctly to completion within fifteen (15) business days of the CCS Redetermination end date.	Monthly Outcome Report	\$500 for each calendar day of delay (Please Note: 5:01 p.m. is considered late)
TO Contractor shall enter or update changes of provider reported to CCS in CCATS within ten (10) business days of the date the change is reported to CCS.	At least <u>98</u> % of reported changes of child care Providers have been made within ten (10) business days of the date the report is made to CCS.	Monthly Outcome Reports	\$250 per percentage point per quarter below 98%
TO Contractor shall enter or update changes reported by customers that could affect program eligibility, such as, income changes or additional household members that are reported to CCS in CCATS within ten (10) business days of the date that the changes are reported.	At least <u>98</u> % of Customer or child care Provider changes reported to CCS have been changed within ten (10) business days of the date of the report to CCS.	Monthly Outcome Reports	\$250 per percentage point per quarter below 98%

2.6.9 BACKUP / DISASTER RECOVERY

The TO Contractor shall perform backups of the servers on which the payment processing and case management images and workflow management data are stored on a regular basis. This shall include daily incremental backups that must be retained for five years, by the TO Contractor. TO Contractor shall describe in its proposal its intended backup/disaster recovery strategy.

2.6.10 REQUIREMENTS FOR HARDWARE, SOFTWARE, AND MATERIALS

1. TO Contractor shall provide Intel based workstations or laptops running Windows 7 for TO Contractor personnel. Workstations will have a minimum of 8 Gigabytes of RAM, 300 Gigabyte hard drive.
2. TO Contractor shall use image provided by MSDE which includes basic Agency software including Microsoft Office version 2007 or greater.
3. TO Contractor shall remove all Agency software from the workstation/laptop at the conclusion of the task order.
4. TO Contractor shall organize and turn over all work products related to application support, including system documentation, meeting notes and emails, to MSDE at the conclusion of the task order.

5. TO Contractor Personnel shall support the CCATS application, which is a web application using the following software:
 - Oracle Weblogic
 - DB2
 - CCATS application developed in J2EE (v 6)
 - Business Objects XI software

Imaging and Indexing System

1. TO Contractor shall propose a browser-based imaging and indexing system which allows MSDE to view the images at the MSDE central office.
2. The system shall capture and accept document images from paper documentation of various colors, sizes and conditions, as well as electronic images from a standard disk or flashdrive.
3. The system shall index documents by using some form of unique document identifier.
4. The system shall store all electronic documents for the duration of the contract and shall be easily transferred to MSDE upon termination or the end of the contract.
5. The system shall allow documents to easily be retrieved by the user entering a unique identifier or search terms.
6. The system shall allow documents to be secure and only accessed by users approved by the TO Contractor and MSDE.
7. The system shall have the flexibility to fine tune the search capabilities if necessary.
8. If a new software version of the selected product becomes available and current functioning would be negatively affected, the system's software shall be updated.
9. The TO Contractor shall include pricing for imaging and indexing services in the proposed fixed price.
10. The price shall reflect a decrease throughout the contract years since the start up shall be higher than the maintenance costs.

IVR System

1. TO Contractor shall propose an IVR system that allows providers to obtain basis information about their payments 24 hours a day, 7 days a week and customers to obtain information about their case 24 hours a day, 7 days a week.
2. The IVR shall allow a caller to access their phone keypad or use their voice to request information.
3. The IVR shall authenticate caller's identity using some sort of personal information such as an assigned identification or password.
4. The IVR shall allow the caller to access their information of interest by selecting different touch-tones.
5. The IVR shall provide an option to allow a caller with unique circumstances (i.e., English as a second language) to access the special assistance they need.
6. Automated responses shall be provided about basic information or callers may choose to wait in the queue if they have more complex inquiries.
7. The IVR shall provide providers, at a minimum, with automated information about whether or not their invoice has been received, or their payment has been processed.
8. The IVR shall provide customers, at a minimum, with automated information about whether or not their application or redetermination has been received, or their case has been determined.
9. The IVR shall allow flexible outgoing message recording.

10. If a new software version of the selected product becomes available and current functioning would be negatively affected, the IVR software shall be updated.
11. The TO Contractor shall allow MSDE to review and approve all scripts prior to implementation.
12. The TO Contractor shall include pricing for imaging and indexing services in the proposed fixed price.
13. The IVR price shall reflect a decrease throughout the contract years since the start up shall be higher than the maintenance costs.

2.7 PERFORMANCE AND PERSONNEL

2.7.1 WORK HOURS

- Business Hours Support: The TO Contractor's collective assigned personnel shall support core business hours (8:00 AM to 5:00 PM), Monday through Friday except for State holidays, Service Reduction days, and Furlough days observed by the MSDE. TO Contractor personnel may also be required to provide occasional support outside of core business hours, including evenings, overnight, and weekends, to support: specific efforts and emergencies to resolve system repair or restoration.

2.7.2 PERFORMANCE EVALUATION

TO Contractor Personnel performance evaluations will be managed by the TO Contractor.

2.7.3 PERFORMANCE ISSUE MITIGATION

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

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

2.7.4 SUBSTITUTION OF PERSONNEL AFTER AWARD

The substitution of key personnel during the evaluation period, prior to award, is prohibited. Substitutions of any kind, post proposal due date, but prior to award, is considered to be the equivalent of an alternate proposal, and is prohibited.

The procedure for substituting personnel after award is as follows:

- A) The TO Contractor may not substitute personnel without the prior approval of the TO Manager.
- B) To replace any personnel, the TO Contractor shall submit resumes of the proposed individual specifying the intended approved labor category. Any proposed substitute personnel shall have qualifications equal to or better than those of the replaced personnel.

- C) Proposed substitute individual shall be approved by the TO Manager. The TO Manager shall have the option to interview the proposed substitute individual. After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the requested substitution.

2.7.5 PREMISES AND OPERATIONAL SECURITY

TO Contractor shall complete background checks for initial personnel no later than the end of the Transition-In Period. During the Transition-In period, TO Contractor Personnel will not have access to sensitive data.

- A) Prior to commencement of work, TO Contractor Personnel to be assigned to perform work under the resulting Task Order shall be required to submit background check certification to MSDE from recognized Law Enforcement Agencies, including the FBI. TO Contractor shall be responsible for ensuring that TO Contractor Personnel background check certifications are renewed annually, and at the sole expense to the TO Contractor. MSDE reserves the right to disqualify any TO Contractor employees or subcontractors whose background checks suggest conduct, involvements, and/or associations that MSDE determines, in its sole discretion, may be inconsistent with the performance and/or security requirements set forth in this TORFP. MSDE reserves the right to perform additional background checks on TO Contractor Personnel.
- B) Further, TO Contractor Personnel may be subject to random security checks during entry and exit of State secured areas. The State reserves the right to require TO Contractor Personnel to be accompanied while on secured premises.
- C) TO Contractor employees shall, while on State premises, display their State issued identification cards without exception.
- D) TO Contractor shall require its employees to follow the State of Maryland and MSDE IT Security Policy and Standards throughout the term of the TO Agreement.
- E) The State reserves the right to request that the TO Contractor submit proof of employment authorization of non-United States citizens, prior to commencement of TO Contractor Personnel work under the Task Order.
- F) TO Contractor shall remove any TO Contractor Personnel from working on the resulting TO Agreement where the State of Maryland provides evidence to the TO Contractor that said TO Contractor Personnel has not adhered to the security requirements specified herein.
- G) The cost of complying with all security requirements specified herein are the sole responsibilities and obligations of the TO Contractor and its subcontractors and no such costs shall be passed through to or reimbursed by the State or any of its agencies or units.

TO Contractor shall complete background checks and submit a completed Background Check Affidavit form (Attachment 19) by the end of the Transition-In period.

2.8 DELIVERABLES

2.8.1 DELIVERABLE SUBMISSION

For every deliverable, the TO Contractor shall submit by e-mail an Agency Deliverable Product Acceptance Form (DPAF), provided as Attachment 9, to the TO Manager in MS Word (2007 or greater).

Unless specified otherwise, written deliverables shall be compatible with Microsoft Office, Microsoft Project and/or Microsoft Visio versions 2007 or later. At the TO Manager's discretion, the TO Manager may request one hard copy of a written deliverable.

2.8.2 DELIVERABLE ACCEPTANCE

A final deliverable shall satisfy the scope and requirements of this TORFP for that deliverable, including the quality and acceptance criteria for a final deliverable as defined in Section 2.8.4 Deliverable Descriptions/Acceptance Criteria.

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

The TO Manager will issue to the TO Contractor a notice of acceptance or rejection of the deliverable in the DPAF (Attachment 9). Following the return of the DPAF indicating "Accepted" and signed by the TO Manager, the TO Contractor shall submit a proper invoice in accordance with the procedures in Section 2.12.2.

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

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

2.8.3 MINIMUM DELIVERABLE QUALITY

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

Each deliverable shall meet the following minimum acceptance criteria:

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

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

2.8.4 DELIVERABLE DESCRIPTIONS / ACCEPTANCE CRITERIA

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

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
2.8.4.1	Payment Processing Outcome Report	MS Word, Excel or PDF Document that shall contain a total count of the payment related business conducted including invoices processed, invoices improperly submitted, over or underpayments handled, and provider address changes made.	Monthly on the 10 th day
2.8.4.2	Case Management Outcome Report	MS Word, Excel or PDF Document that shall contain a total count of the eligibility related business conducted including applications, redeterminations and interim changes processed, and vouchers issued and receipted.	Monthly on the 10 th day
2.8.4.3	IVR and Customer Service Calls Report	MS Word, Excel or PDF Document that shall contain a total count of the calls handled by the IVR including abandoned, transferred, and hang ups, as well as the number of customer and provider calls handled by a customer service representative.	Monthly on the 10 th day
2.8.4.4	Mail Processing Report	MS Word, Excel or PDF Document that shall contain a total count of the pieces of mail processed, including return mail that could not be delivered.	Monthly on the 10 th day
2.8.4.5	Transition Plan for Payment	MS Project Software (or	With proposal – must be

	Processing and Case Management	equivalent) that shall contain the detailed timeline for transition, including project schedule, milestones, and key personnel and their respective tasks.	updated if target dates change
2.8.4.6	Checks Received	MS Project Software (or equivalent) that shall contain the number of checks sent to MSDE for handling and the date they were sent.	Monthly on the 10 th day
2.8.4.7	Fraud Referrals	MS Project Software (or equivalent) that shall contain the name, type (provider or customer) and date a fraud case was referred to MSDE.	Monthly on the 10 th day
2.8.4.8	Transition-In Complete for Payment Processing and Case Management	Hold a transition-in completion meeting demonstrating readiness to take over full operation for Payment Processing and Case Management. Monthly billing for services may not commence without written confirmation from TO Manager that transition-in is complete.	Approximately NTP + 90 days or as mutually agreed-upon in the Transition Plan between TO Manager and TO Contractor

2.9 MINIMUM QUALIFICATIONS

2.9.1 OFFEROR'S COMPANY MINIMUM QUALIFICATIONS

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

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

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

2.9.1.1 At least one engagement demonstrating seven (7) years of experience providing service delivery to U.S. based commercial or government entities with at least 2,500 end-users.

2.9.1.2 In addition, TO Contractor shall have had one or more engagements meeting the following criteria:

- (a) At least one engagement of two (2) years or more must have involved the provision of support to public users for a federal or state government agency.
- (b) At least one engagement of two (2) years or more must have involved providing payment or benefit processing functions.

2.9.2 OFFEROR'S PERSONNEL MINIMUM QUALIFICATIONS

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

The proposed staff shall meet the following minimum qualification criteria for the Master Contractor to be eligible for consideration in the evaluation of this TORFP.

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

Required experience and skills must be explicitly identified in Attachment 5 with the appropriate job or engagement.

The State shall accept a substitution of (4) years of equivalent experience in a related field for the education requirements for any key or supplemental personnel.

There are exactly four (4) key required positions for this TORFP.

TO Contractor shall propose additional positions to complete the requirements of the TORFP. The positions submitted shall be included in the CATS+ labor category list. All positions submitted shall be included in the fixed price proposal.

2.9.1 Key Personnel

(a) Program Manager

The TO Contractor must provide one Program Manager. This is a required, named position. MSDE will interview the proposed personnel. The Program Manager must meet the criteria for the labor category "Program Manager" as defined in the CATS+ Master Contract.

In addition the Program Manager must have the following qualifications as determined by resume, work experience, education and interview questions at the oral presentation:

- (i) Minimum of five (5) years of experience overseeing an child care services eligibility determination or payment processing project which included:
 1. Managing the data entry process for eligibility or payments using a custom computer application, preferably in the public sector;
 2. Overseeing customer service functions that handle inquiries, clarifications, or complaints preferably in the public sector; and
 3. Maintaining the imaging and indexing of program related documents.

(b) Audit Manager

The TO Contractor must provide one Audit Manager. This is a required, named position. MSDE will interview the proposed personnel. The Audit Manager must meet the criteria for the labor category “Audit Manager” as defined in the CATS+ Master Contract.

In addition the Audit Manager must have the following qualification as determined by resume, work experience, education and interview questions at the oral presentation:

- (i) At least one (1) year of experience handling payment processing related functions such as:
1. The processing of overpayments; and
 2. The detection of potential program fraud.

(c) Group Facilitator

The TO Contractor must provide one Group Facilitator. This is a required, named position. MSDE will interview the proposed personnel. The Group Facilitator must meet the criteria for the labor category “Group Facilitator” as defined in the CATS+ Master Contract.

(d) Program Administration Specialist

The TO Contractor must provide one Program Administration Specialist. This is a required, named position. MSDE will interview the proposed personnel. The Program Administration Specialist must meet the criteria for the labor category “Program Administration Specialist” as defined in the CATS+ Master Contract.

2.10 TO CONTRACTOR AND PERSONNEL OTHER REQUIREMENTS

2.10.1 Other Requirements for Supplemental Personnel

MSDE may request supplemental personnel in support of this TO using the work order process during the course of the Task Order. This is not part of the current scope of work and shall not be required in the price proposal. Supplemental personnel shall meet the minimum qualifications for the labor category as defined in Section 2.10 of the CATS+ Master Contract. The State shall accept a substitution of (4) years of equivalent experience in a related field for the education requirements for any supplemental personnel.

Supplemental personnel may be requested depending upon future needs utilizing the work order process in the following labor categories (supplemental personnel for possible future needs shall not be included in price proposal):

Administrator, Systems

Computer Operator

Computer Operator (Senior)

Computer Specialist

Documentation Specialist

Help Desk Manager

Help Desk Specialist (Junior)
Help Desk Specialist (Senior)
Network Administrator
Network Manager
Office Automation Specialist
Program Administration Specialist
Project Control Specialist
Quality Assurance Specialist
Testing Specialist
Training Specialist/Instructor
Technical Writer

2.11 RETAINAGE

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

2.12 INVOICING

Invoicing shall be submitted monthly. Invoicing shall reflect costs for hours worked during the month [completion and acceptance of deliverables as defined in 2.8.2] and shall be accompanied by signed notice(s) of acceptance (DPAF) for all invoices submitted for payment. Payment of invoices will be withheld if a signed Acceptance of Deliverable Form (Attachment 9) is not submitted.

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS+ Master Contract. Proper invoices for payment shall contain the TO Contractor's Federal Tax Identification Number, as well as the information described below, and shall be submitted to the TO Manager for payment approval.

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

2.12.1 TIME SHEET SUBMISSION AND ACCEPTANCE

Submission of time sheets shall be to the TO Manager for approval by signature. TO Manager Acceptance of timesheets shall acknowledge the accuracy of the time reported.

2.12.2 INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

- A) A proper invoice shall identify "MSDE" as the recipient and contain the following information: date of invoice, TO Agreement number, deliverable description, deliverable number (e.g., "2.7.4.1."), period of performance covered by the invoice, a total invoice amount, and a TO Contractor point of contact with telephone number. Also include for each person covered by the invoice the following, individually listed per person: name, hours worked, hourly labor rate, invoice amount.

- B) The TO Contractor shall send the original of each invoice and signed DPAF (Attachment 9), for each deliverable being invoiced to the MSDE at address, with a copy to the TO Manager:

Child Care Subsidy Branch Chief
Child Care Subsidy Branch
MSDE
200 W. Baltimore Street
Baltimore MD 21201

- C) Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

2.12.3 WORK ORDER PROCESS

The Work Order process shall only be used in MSDE identified additional future work that must be completed beyond the services already listed in Section 2.6.2 – 2.6.5 and 2.6.9 – 2.6.10. There are no specific Work Orders that are requested as part of this TORFP at this time. The requested work is fixed price or time and materials. Quotes for Work Orders shall not be part of the current price proposal.

- A) Additional services will be provided via a Work Order process. A Work Order may be issued for either fixed price or time and materials (T&M) pricing. T&M Work Orders will be issued in accordance with pre-approved Labor Categories with the fully loaded rates proposed in Attachment 1.
- B) The TO Manager shall e-mail a Work Order Request (See Attachment 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
- C) The TO Contractor shall e-mail a response to the TO Manager within the specified time and include at a minimum:
- 1) A response that details the TO Contractor’s understanding of the work;
 - 2) A price to complete the Work Order Request using the format provided in Attachment 17;
 - 3) A description of proposed resources required to perform the requested tasks, with CATS+ labor categories listed in accordance with Attachment 1;
 - 4) An explanation of how tasks shall be completed. This description shall include proposed subcontractors and related tasks;
 - 5) State-furnished information, work site, and/or access to equipment, facilities, or personnel; and

- 6) The proposed personnel resources, including any subcontractor personnel, to complete the task.
- D) For a T&M Work Order, the TO Manager will review the response and will confirm the proposed labor rates are consistent with this TORFP; For a fixed price Work Order, the TO Manager will review the response and will confirm the proposed prices are acceptable.
- E) The TO Manager may contact the TO Contractor to obtain additional information, clarification or revision to the Work Order, and will provide the Work Order to the TO Procurement Officer for approval. The TO Procurement Officer could issue a change order to the TO Agreement 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 NTP after the Work Order is approved and/or any interviews are completed.

2.13 SOC TYPE II AUDIT

- 2.13.1 Service Provider shall be defined as: the entity responsible for directly providing or fulfilling services awarded under the TO Agreement. The Service Provider may be the TO Contractor or a third-party entity. Subservice Organization shall be defined as a third party entity subcontracted by the TO Contractor or Service Provider to provide or perform some portion of the services awarded under this TO Agreement.
- 2.13.2 The TO Contractor shall have an annual audit performed by an independent audit firm of the Service Provider's handling of the Department's critical functions and/or sensitive information, which is identified as CCS case management and includes document imaging (collectively referred to as the "Information Functions and/or Processes"). Such audits shall be performed in accordance with audit guidance: Reporting on Controls at a Service Organization Relevant to Security, Availability, Processing Integrity, Confidentiality, or Privacy (SOC 2) as published by the American Institute of Certified Public Accountants (AICPA) and as updated from time to time, or according to the most current audit guidance promulgated by the AICPA or similarly-recognized professional organization, as agreed to by the Department or Agency, to assess the security of outsourced client functions or data (collectively, the "Guidance") as follows:
- 2.13.2.1 The type of audit to be performed in accordance with the Guidance is a SOC 2 Type 2 Audit (referred to as the "SOC 2 Report"). The SOC 2 Report shall be completed annually at the anniversary of the contract signing. Report to be submitted one month following the anniversary contract signing date for the preceding calendar year.. The initial SOC 2 Report audit shall be scheduled and completed within a timeframe to be specified by the State of Maryland. All subsequent SOC 2 Audits that are arranged after this initial audit must be performed on an annual basis.
- 2.13.2.2 The SOC 2 Report shall report on a description of the TO Contractor and/or Service Provider's system and the suitability of the design and operating effectiveness

of controls of the Information Functions and/or Processes relevant to the following trust principles: Processing Integrity, Security and Confidentiality as defined in the aforementioned Guidance.

- 2.13.2.3 The audit scope of each year's SOC 2 Report may need to be adjusted (including the inclusion or omission of the relevant trust services principles of Security, Availability, Confidentiality, Processing Integrity, and Privacy) to accommodate any changes to the TO Contractor's and/or Service Provider's environment since the last SOC 2 Report. Such changes may include but are not limited to the addition of Department or Agency Information Functions and/or Processes through change orders or Work Orders under the Contract; or, due to changes in information technology or operational infrastructure implemented by the TO Contractor and/or Service Provider. The TO Contractor and/or Service Provider shall ensure that the audit scope of each year's SOC 2 Report engagement shall accommodate these changes by including in SOC 2 Report all appropriate controls related to the current environment supporting the Department or Agency Information Functions and/or Processes.
- 2.13.2.4 The scope of the SOC 2 Report shall include work performed by Subservice Organizations that provide essential support to the TO Contractor and/or the Service Provider for the Information Functions and/or Processes provided to the Department or Agency under the Contract. The TO Contractor and/or Service Provider shall ensure the performance of the SOC 2 Audit includes these Subservice Organization(s) in the performance of the SOC 2 Report.
- 2.13.2.5 All SOC 2 Reports, including those of the TO Contractor and/or Service Provider's Subservice Organization(s), shall be performed at the TO Contractor's expense.
- 2.13.2.6 The TO Contractor and/or Service Provider shall promptly provide a complete copy of the final SOC 2 Report to the Contract Manager upon completion of each SOC 2 Report engagement.
- 2.13.2.7 The TO Contractor shall provide to the Contract Manager, within 30 calendar days of the issuance of the final SOC 2 Report, the Service Provider's documented corrective action plan which addresses each audit finding or exception contained in the SOC 2 Report. The corrective action plan shall identify in detail the remedial action to be taken by the Service Provider along with the date(s) when each remedial action is to be implemented.
- 2.13.2.8 If the TO Contractor and/or Service Provider currently has an annual information security assessment performed that includes the operations, systems, and repositories of the products/services being provided to the Department or Agency under the Contract, and if that assessment generally conforms to the content and objective of the Guidance, the Department or Agency will determine in consultation with appropriate State government technology and audit authorities whether the TO Contractor and/or Service Provider's current information security assessments are acceptable in lieu of the SOC 2 Report.

- 2.13.2.9 If the TO Contractor and/or Service Provider fails during the Contract term to obtain an annual SOC 2 Report by the date specified in 2.14.2.1, the Department or Agency shall have the right to retain an independent audit firm to perform an audit engagement a SOC 2 Report of the Information Functions and/or Processes being hosted by the TO Contractor and/or Service Provider. The TO Contractor and/or Service Provider agrees to allow the independent audit firm to access its facility/ies for purposes of conducting this audit engagement(s), and will provide the support and cooperation to the independent audit firm that is required to perform the SOC 2 Report. The Department or Agency will invoice the TO Contractor for the expense of the SOC 2 Report(s), or deduct the cost from future payments to the TO Contractor.
- 2.13.3 If the Service Provider is not the Offeror, Offeror shall provide a letter from the Service Provider that describes the Service Provider's support for the SOC 2 Type II Audit as outlined in Section 2.13 of the TORFP. This letter shall be on the Service Provider's letterhead or in a manufacturer or distributor's email.

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SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

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

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

3.2 SUBMISSION GUIDELINES

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 Mail Room. Offeror shall submit proposal response(s) necessary to meet the stated requirements of this TORFP. The Offeror shall submit an original (unstapled in a 3-ringed binder) **which shall be identified as such** and two (2) copies (unstapled in a 3-ringed binder of both technical and price volumes **packaged separately**). In addition, provide two (2) electronic copies (two separate files--marked as such) of both technical and price volumes packaged separately on two separate flash drives or two CD ROM--one with the technical proposal and one with the cost proposal with content loaded in PDF format. A complete proposal requires (Refer to Section 3.3):

3.3 SUMMARY OF ATTACHMENTS

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

The following signed attachments shall be included with the TO Technical Proposal in PDF format (Refer Section 3.2).

- Attachment 1 Price sheet (**price sheets packaged separately/Refer to Section 3.2**)
- Attachment 2 - MBE forms D-1A Attachment 4 – Conflict of Interest Affidavit and Disclosure
- Attachment 5 and Attachment 5A and 5B- Attachment 5A Minimum Qualifications Summary and Attachment 5B Personnel Resume Form
- Attachment 13 – Living Wage Affidavit of Agreement
- Attachment 14 - Mercury Affidavit
- Attachment 15 – Veteran-Owned Small Business Enterprise Utilization Affidavit
- Attachment 16 - Certification Regarding Investments in Iran

3.4 PROPOSAL FORMAT

A TO Proposal shall contain the following sections in order:

3.4.1 TO TECHNICAL PROPOSAL

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

A) Proposed Services

- 1) Executive Summary: A one-page summary describing the Offeror's understanding of the TORFP scope of work (Section 2) and proposed solution.
- 2) Proposed Solution: A more detailed description of the Offeror's understanding of the TORFP scope of work, proposed methodology and solution. The proposed solution shall be organized to exactly match the requirements outlined in Section 2.
- 3) Draft Work Breakdown Structure (WBS): A matrix or table that shows a breakdown of the tasks required to complete the requirements and deliverables in Section 2 - Scope of Work. The WBS should reflect the chronology of tasks without assigning specific time frames or start / completion dates. The WBS may include tasks to be performed by the State or third parties, for example, independent quality assurance tasks. If the WBS appears as a deliverable in Section 2 – Scope of Work, the deliverable version will be a final version. Any subsequent versions shall be approved through a formal configuration or change management process.
- 4) Draft Project or Work Schedule: A Gantt or similar chart containing tasks and estimated time frames for completing the requirements and deliverables in Section 2 - Scope of Work. The final schedule should come later as a deliverable under the TO after the TO Contractor has had opportunity to develop realistic estimates. The Project or Work Schedule may include tasks to be performed by the State or third parties.
- 5) Draft Risk Assessment: Identification and prioritization of risks inherent in meeting the requirements in Section 2 - Scope of Work. Includes a description of strategies to mitigate risks. If the Risk Assessment appears as a deliverable in Section 2 – Scope of Work, that version will be a final version. Any subsequent versions should be approved through a formal configuration or change management process.
- 6) Assumptions: A description of any assumptions formed by the Offeror in developing the TO Technical Proposal.
- 7) Tools the Master Contractor owns and proposes for use to meet any requirements in Section 2.

B) Compliance with Offeror's Company Minimum Qualifications

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

Reference	Offeror Company Minimum Requirement	Evidence of Compliance
2.9.1.1	At least seven (7) years of demonstrated experience providing	Offeror's evidence of compliance here.

	service delivery to U.S. based commercial or government entities with at least 2,500 end-users.	
2.9.1.2.1	At least one engagement of two (2) years or more must have involved the provision of support to public users for a federal or state government agency.	Offeror's evidence of compliance here.
2.9.1.2.2	At least one engagement of two (2) years or more must have involved providing payment processing or eligibility determination functions.	Offeror's evidence of compliance here.

C) Proposed Personnel and TORFP Staffing

Offeror shall propose exactly four (4) named resources in response to this TORFP.

- 1) Complete and provide for each proposed resource Attachment 5A Minimum Qualifications Summary and Attachment 5B Personnel Resume Form.
- 2) Provide evidence proposed personnel possess the required certifications in accordance with Section 2.9.2 Offeror's Personnel Minimum Qualifications.
- 3) Provide three (3) references per proposed personnel containing the information listed in Attachment 5B.
- 4) Provide a Staffing Management Plan that demonstrates how the Offeror will provide resources in addition to the personnel requested in this TORFP, and how the TO Contractor Personnel shall be managed. Include:
 - a) Planned team composition by role (**Important! Identify specific names and provide history only for the proposed resources required for evaluation of this TORFP**).
 - b) Process and proposed lead time for locating and bringing on board resources that meet TO needs
 - c) Supporting descriptions for all labor categories proposed in response to this TORFP
 - d) Description of approach for quickly substituting qualified personnel after start of TO
- 5) Provide the names and titles of the Offeror's management staff who will supervise the personnel and quality of services rendered under this TO Agreement.

D) MBE, SBE Participation and VSBE Participation

Submit completed MBE documents Attachment 2 - 1A .

Submit completed VSBE documents Attachment 15 V-1 and V-1A.

E) Subcontractors

Identify all proposed subcontractors, including MBEs, and their roles in the performance of Section 2 - Scope of Work.

F) Overall Offeror team organizational chart

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

G) Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide up to three examples of engagements or contracts the Master Contractor has completed that were similar to Section 2 - Scope of Work. Include contact information for each client organization complete with the following:
 - a) Name of organization.
 - b) Point of contact name, title, e-mail and telephone number (point of contact shall be accessible and knowledgeable regarding experience)
 - c) Services provided as they relate to Section 2 - Scope of Work.
 - d) Start and end dates for each example engagement or contract.
 - e) Current Master Contractor team personnel who participated on the engagement.
 - f) If the Master Contractor is no longer providing the services, explain why not.
- 2) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any entity of the State of Maryland.

For each identified contract, the Master Contractor shall provide the following (if not already provided in sub paragraph 1 above):

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

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

H) State Assistance

Provide an estimate of expectation concerning participation by State personnel.

I) Confidentiality

A Master Contractor should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade

secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 4, of the General Provisions Article of the Annotated Code of Maryland. Master Contractors are advised that, upon request for this information from a third party, the TO Procurement Officer will be required to make an independent determination regarding whether the information may be disclosed.

J) Proposed Facility

Identify Master Contractor's facilities, including address, from which any work will be performed. TO Contractor must provide eligibility determination and payment processing services within 25 miles of MSDE.

K) Service Provider SOC2 Type II letter of support

If the Service Provider is not the Offeror, letter from the Service Provider describing Service Provider's support for the SOC 2 Type II Audit as outlined in Section 2.14 of the TORFP. If letter is not required, Offeror shall so state in its TO Proposal.

3.4.2 TO FINANCIAL PROPOSAL

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

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

- D) Prices shall be valid for 120 days.

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SECTION 4 - TASK ORDER AWARD PROCESS

4.1 OVERVIEW

The TO Contractor will be selected from among all eligible Master Contractors within the appropriate Functional Area responding to the CATS+ TORFP. In making the TO Agreement award determination, the MSDE will consider all information submitted in accordance with Section 3.

4.2 TO PROPOSAL EVALUATION CRITERIA

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

- A) The Master Contractor's overall understanding of the TORFP Scope of Work – Section 2. Level of understanding will be determined by the quality and accuracy of the technical proposal in adherence to Section 3.4.
- B) The capability of the proposed resources to perform the required tasks and produce the required deliverables in the TORFP Scope of Work – Section 2. Capability will be determined from each proposed individual's resume, reference checks, and oral presentation (See Section 1.5 Oral Presentations/Interviews).
- C) The ability for the Master Contractor to meet staffing expectations relative to supplying additional personnel for this TORFP meeting qualifications in Section 2.9 and 2.10.
- D) The overall experience, capability and references for the Master Contractor as described in the Master Contractor's TO Technical Proposal.

4.3 SELECTION PROCEDURES

- A) TO Proposals will be assessed throughout the evaluation process for compliance with the minimum qualifications listed in Section 2 of this TORFP, and quality of responses to Section 3.4.1 TO Technical Proposal.
- B) The State will conduct an in person oral presentation at the MSDE location with each qualified TO Contractor which must include the proposed team of Key Personnel defined in Section 2.9.1. The TO Contractor's Key Personnel (Program Manager) proposed in the TO Proposal shall be present at orals presentation.
- C) For TO Proposals deemed technically qualified, the associated TO Financial Proposal will be opened. All others will be deemed not reasonably susceptible for award and the TO Procurement Officer will notify the Master Contractor it has not been selected to perform the work.
- D) For TO Proposals submitted via e-mail, MSDE will contact Offerors for the password to access TO Financial Proposal data. The TO Procurement Officer will only contact those Offerors with TO Proposals that are reasonably susceptible for award. Offerors that are unable to provide a password that opens the TO Financial Proposal documents will be deemed not susceptible for award. Subsequent submissions of financial content will not be allowed.

E) 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 Mail Room. Offeror shall submit proposal response(s) necessary to meet the stated requirements of this TORFP. The Offeror shall submit an original (unstapled in a 3-ringed binder) **which shall be identified as such** and two (2) copies (unstapled in a 3-ringed binder of both **technical and price volumes packaged separately**. In addition, provide two (2) electronic copies (two separate files-marked as such) of both **technical and price volumes packaged separately** on two separate flash drives or two CD ROM--one with the technical proposal and one with the cost proposal with content loaded in PDF format. A complete proposal requires (Refer to Section 3.3):

- Attachment 1 Price (**price sheets volumes packaged separately**/Refer to Section 3.2)
- Attachment 2 - MBE forms D-1A Attachment 4 – Conflict of Interest Affidavit and Disclosure
- Attachment 5 and Attachment 5A and 5B- Attachment 5A Minimum Qualifications Summary and Attachment 5B Personnel Resume Form
- Attachment 13 – Living Wage Affidavit of Agreement
- Attachment 14 - Mercury Affidavit
- Attachment 15 – Veteran-Owned Small Business Enterprise Utilization Affidavit
- Attachment 16 - Certification Regarding Investments in Iran

F) Qualified TO Financial Proposal responses will be reviewed and ranked from lowest to highest price proposed.

G) The most advantageous TO Proposal considering both the technical and financial submissions shall be selected for TO award. In making this selection, technical merit has greater weight.

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

4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

Commencement of work in response to a TO Agreement shall be initiated only upon issuance of a fully executed TO Agreement, a Non-Disclosure Agreement (TO Contractor), a Purchase Order, and by a Notice to Proceed authorized by the TO Procurement Officer. See Attachment 7 - Notice to Proceed (sample).

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LIST OF ATTACHMENTS

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

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

ATTACHMENT 1 PRICE PROPOSAL FORM**PRICE PROPOSAL (FIXED PRICE) FOR CATS+ TORFP # R00B540022**

Fixed Prices must include pricing for four key personnel plus any other personnel necessary to complete work defined in Section 2.6.2 – 2.6.5 and 2.6.9 – 2.6.10. Price shall also include other costs such as the start- up, IVR and imaging system, and maintenance of those systems.

Identification	Deliverable	Monthly Rate	Number of Months	Proposed Price
Year 1				
	Transition In	N/A	N/A	\$
2.6.1, 2.6.2-2.6.5, and 2.6.9-2.6.10	Monthly Case Management and Payment Processing, Imaging, Indexing and Customer Services - Commencing on MSDE Accepted Transition Date	\$	12	\$
Evaluated Price Year 1				\$
Year 2				
2.6.1, 2.6.2-2.6.5, and 2.6.9-2.6.10	Monthly Case Management and Payment Processing, Imaging, Indexing and Customer Services	\$	12	\$
Evaluated Price Year 2				\$
Year 3				
2.6.1, 2.6.2-2.6.5, and 2.6.9-2.6.10	Monthly Case Management and Payment Processing, Imaging, Indexing and Customer Services	\$	12	\$
Evaluated Price Year 3				\$
Year 4				
2.6.1, 2.6.2-2.6.5, and 2.6.9-2.6.10	Monthly Case Management and Payment Processing, Imaging, Indexing and Customer Services	\$	12	\$
Evaluated Price Year 4				\$
Year 5				
2.6.1, 2.6.2-2.6.5, and 2.6.9-2.6.10	Monthly Case Management and Payment Processing, Imaging, Indexing and Customer Services	\$	12	\$
	Transition Out (could be anytime in the 5 year period)	N/A	N/A	\$
Evaluated Price Year 5				\$
Total Evaluated Price				\$

 Authorized Individual Name

 Company Name

 Title

 Company Tax ID #

 Signature

 Date

PRICE SHEET (TIME AND MATERIALS) FOR CATS+ TORFP # R00B540022

The total class hours (Column B) are not to be construed as “guaranteed” hours; any time and materials work will be issued following the Work Order process as described in this TORFP.

A year for this task order shall be calculated as one calendar year from NTP. **Labor Rate**

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

CATS+ Labor Category	Hourly Labor Rate	Hourly Labor Rate	Hourly Labor Rate	Hourly Labor Rate	Hourly Labor Rate
	Year 1	Year 2	Year 3	Year 4	Year 5
SUPPLEMENTAL PERSONNEL (TO BE REQUESTED UNDER WORK ORDERS IF NEEDED)					
Administrator, Systems	\$	\$	\$	\$	\$
Computer Operator	\$	\$	\$	\$	\$
Computer Operator (Senior)	\$	\$	\$	\$	\$
Computer Specialist	\$	\$	\$	\$	\$
Documentation Specialist	\$	\$	\$	\$	\$
Help Desk Manager	\$	\$	\$	\$	\$
Help Desk Specialist (Junior)	\$	\$	\$	\$	\$
Help Desk Specialist (Senior)	\$	\$	\$	\$	\$
Network Administrator	\$	\$	\$	\$	\$
Network Manager	\$	\$	\$	\$	\$
Office Automation Specialist	\$	\$	\$	\$	\$
Program Administration Specialist	\$	\$	\$	\$	\$
Project Control Specialist	\$	\$	\$	\$	\$
Quality Assurance Specialist	\$	\$	\$	\$	\$
Testing Specialist	\$	\$	\$	\$	\$
Training Specialist/Instructor	\$	\$	\$	\$	\$
Technical Writer	\$	\$	\$	\$	\$

 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 # R00B540022

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. R00B5400022, 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 33 percent and, if specified in the solicitation, the following subgoals (complete for only those subgoals that apply):

7 percent (7%) African American-owned MBE firms

0 percent (0%) Asian American-owned MBE firms

2 percent (2%) Hispanic American-owned MBE firms

8 percent (8%) Woman –owned MBE firms

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

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

OR

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

2. Additional MBE Documentation

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

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

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

3. Information Provided to MBE firms

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

4. MBE Participation Schedule

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

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

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

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

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

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

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

CONTINUE ON SEPARATE PAGE IF NEEDED

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

 Bidder/Offeror Name
 (PLEASE PRINT OR TYPE)

 Signature of Authorized Representative

 Address

 Printed Name and Title

 City, State and Zip Code

 Date

SUBMIT AS INSTRUCTED IN TORFP

ATTACHMENT 2 1B: WAIVER GUIDANCE

GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET MBE PARTICIPATION GOALS

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

I. Definitions

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

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

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

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

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

II. Types of Actions Agency will Consider

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

A. Identify Bid Items as Work for MBE Firms

1. Identified Items of Work in Procurements

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

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

2. Identified Items of Work by Bidders/Offerors

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

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

B. Identify MBE Firms to Solicit

1. MBE Firms Identified in Procurements

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

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

2. MBE Firms Identified by Bidders/Offerors

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

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

C. Solicit MBEs

1. Solicit all Identified Firms for all Identified Items of Work by providing written notice. The bidder/offeror should:
 - (a) provide the written solicitation at least 10 days prior to bid opening to allow sufficient time for the MBE Firms to respond;
 - (b) send the written solicitation by first-class mail, facsimile, or email using contact information in the MBE Directory, unless the bidder/offeror has a valid basis for using different contact information; and
 - (c) provide adequate information about the plans, specifications, anticipated time schedule for portions of the work to be performed by the MBE, and other requirements of the contract to assist MBE Firms in responding. (This information may be provided by including hard copies in the written solicitation or by electronic means as described in C.3 below.)
2. “All” Identified Firms includes the MBEs listed in the procurement and any MBE Firms you identify as potentially available to perform the Identified Items of Work, but it does not include MBE Firms who are no longer certified to perform the work as of the date the bidder/offeror provides written solicitations.
3. “Electronic Means” includes, for example, information provided via a website or file transfer protocol (FTP) site containing the plans, specifications, and other requirements of the contract. If an interested MBE cannot access the information provided by electronic means, the bidder/offeror must make the information available in a manner that is accessible to the interested MBE.
4. Follow up on initial written solicitations by contacting MBEs to determine if they are interested. The follow up contact may be made:
 - (a) by telephone using the contact information in the MBE Directory, unless the bidder/offeror has a valid basis for using different contact information; or
 - (b) in writing *via* a method that differs from the method used for the initial written solicitation.
5. In addition to the written solicitation set forth in C.1 and the follow up required in C.4, use all other reasonable and available means to solicit the interest of MBE Firms certified to perform the work of the contract. Examples of other means include:
 - (a) attending any pre-bid meetings at which MBE Firms could be informed of contracting and subcontracting opportunities; and
 - (b) if recommended by the procurement, advertising with or effectively using the services of at least two minority focused entities or media, including trade associations, minority/women community organizations, minority/women contractors' groups, and local, state, and federal minority/women business assistance offices listed on the MDOT Office of Minority Business Enterprise website.

D. Negotiate With Interested MBE Firms

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

1. Evidence of negotiation includes, without limitation, the following:
 - (a) the names, addresses, and telephone numbers of MBE Firms that were considered;

- (b) a description of the information provided regarding the plans and specifications for the work selected for subcontracting and the means used to provide that information; and
- (c) evidence as to why additional agreements could not be reached for MBE Firms to perform the work.
2. A bidder/offeror using good business judgment would consider a number of factors in negotiating with subcontractors, including MBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration.
3. The fact that there may be some additional costs involved in finding and using MBE Firms is not in itself sufficient reason for a bidder's/Offeror's failure to meet the contract MBE goal(s), as long as such costs are reasonable. Factors to take into consideration when determining whether a MBE Firm's quote is excessive or unreasonable include, without limitation, the following:
- (a) the dollar difference between the MBE subcontractor's quote and the average of the other subcontractors' quotes received by the bidder/offeror;
- (b) the percentage difference between the MBE subcontractor's quote and the average of the other subcontractors' quotes received by the bidder/offeror;
- (c) the percentage that the MBE subcontractor's quote represents of the overall contract amount;
- (d) the number of MBE firms that the bidder/offeror solicited for that portion of the work;
- (e) whether the work described in the MBE and Non-MBE subcontractor quotes (or portions thereof) submitted for review is the same or comparable; and
- (f) the number of quotes received by the bidder/offeror for that portion of the work.
4. The above factors are not intended to be mandatory, exclusive, or exhaustive, and other evidence of an excessive or unreasonable price may be relevant.
5. The bidder/offeror may not use its price for self-performing work as a basis for rejecting a MBE Firm's quote as excessive or unreasonable.
6. The "average of the other subcontractors' quotes received" by the bidder/offeror refers to the average of the quotes received from all subcontractors. Bidder/offeror should attempt to receive quotes from at least three subcontractors, including one quote from a MBE and one quote from a Non-MBE.
7. A bidder/offeror shall not reject a MBE Firm as unqualified without sound reasons based on a thorough investigation of the firm's capabilities. For each certified MBE that is rejected as unqualified or that placed a subcontract quotation or offer that the bidder/offeror concludes is not acceptable, the bidder/offeror must provide a written detailed statement listing the reasons for this conclusion. The bidder/offeror also must document the steps taken to verify the capabilities of the MBE and Non-MBE Firms quoting similar work.
- (a) The factors to take into consideration when assessing the capabilities of a MBE Firm, include, but are not limited to the following: financial capability, physical capacity to perform, available personnel and equipment, existing workload, experience performing the type of work, conduct and performance in previous contracts, and ability to meet reasonable contract requirements.

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

E. Assisting Interested MBE Firms

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

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

III. Other Considerations

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

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

IV. Documenting Good Faith Efforts

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

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

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

B. Outreach/Solicitation/Negotiation

1. The record of the bidder's/Offeree's compliance with the outreach efforts prescribed by COMAR 21.11.03.09C(2)(a). (Complete Outreach Efforts Compliance Statement – Attachment 2-2).
2. A detailed statement of the efforts made to contact and negotiate with MBE Firms including:
 - (a) the names, addresses, and telephone numbers of the MBE Firms who were contacted, with the dates and manner of contacts (letter, fax, email, telephone, etc.) **(Complete Good Faith Efforts**

Attachment 2-1C Part 2, and submit letters, fax cover sheets, emails, etc. documenting solicitations); and

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

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

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

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

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

D. Other Documentation

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

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

Exhibit A
MBE Subcontractor Unavailability Certificate

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

located at _____
(Number) (Street)

(City) (State) (Zip)

was offered an opportunity to bid on Solicitation No. _____
in _____ County by _____
(Name of Prime Contractor's Firm)

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

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

MDOT Certification # Telephone #

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

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

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

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

Page __ of __

Prime Contractor:	Project Description:
Solicitation Number:	

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

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

_____	_____
Company Name	Signature of Representative
_____	_____
Address	Printed Name and Title
_____	_____
City, State and Zip Code	Date

GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST

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

Page __ of __

Prime Contractor:	Project Description:
Solicitation Number:	

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

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

Please check if Additional Sheets are attached.

GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST

Part 2 – identified MBE firms and record of solicitations

Page __ of __

Prime Contractor:	Project Description:
Solicitation Number:	

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

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

Please check if Additional Sheets are attached.

GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST

Part 3 – additional information regarding rejected MBE quotes

Page __ of __

Prime Contractor:	Project Description:
Solicitation Number:	

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

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

Please check if Additional Sheets are attached.

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

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

In conjunction with the bid/proposal submitted in response to Solicitation No. R00B540022, 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. R00B540022, 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	SUBCONTRACTOR
Signature of Representative: _____	Signature of Representative: _____
Printed Name and Title: _____	Printed Name and Title: _____
Firm's Name: _____	Firm's Name: _____
Federal Identification Number: _____	Federal Identification Number: _____
Address: _____ _____	Address: _____ _____
Telephone: _____	Telephone: _____
Date: _____	Date: _____

ATTACHMENT 2 MBE 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. R00B540022, such MBE Prime Contractor intends to perform with its own forces at least \$ _____ which equals to ___% of the Total Contract Amount for performing the following products/services for the Contract:

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

MBE PRIME CONTRACTOR

Signature of Representative:

Printed Name and Title:

Firm's Name:

Federal Identification Number:

Address:

Telephone:

Date:

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 style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 20%;">Invoice#</th> <th style="width: 75%;">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 colspan="3">Total Dollars Paid: \$ _____</td> </tr> </tbody> </table>		Invoice#	Amount	1.			2.			3.			4.			Total Dollars Paid: \$ _____			List dates and amounts of any outstanding invoices: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 20%;">Invoice #</th> <th style="width: 75%;">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 colspan="3">Total Dollars Unpaid: \$ _____</td> </tr> </tbody> </table>		Invoice #	Amount	1.			2.			3.			4.			Total Dollars Unpaid: \$ _____		
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1.																																					
2.																																					
3.																																					
4.																																					
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):																																					
June Dwyer, MBE Liaison june.dwyer@maryland.gov																																					

Signature: _____ Date: _____

(Required)

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

Minority Business Enterprise Participation Maryland State Department of Education 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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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):																															
June Dwyer, MBE Liaison june.dwyer@maryland.gov																															

Signature: _____ Date: _____
(Required)

ATTACHMENT 2 MBE ATTACHMENT 2-4B MBE PRIME CONTRACTOR REPORT**Maryland State Department of Education
Minority Business Enterprise Participation**

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: _____

June Dwyer, MBE Liaison
june.dwyer@maryland.gov

ATTACHMENT 2 PAID/UNPAID MBE INVOICE REPORT**MARYLAND STATE DEPARTMENT OF EDUCATION****ATTACHMENT 2****Minority Business Enterprise Participation****Subcontractor Paid/Unpaid MBE Invoice Report**

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

MBE Subcontractor Name:		
MDOT Certification #:		
Contact Person:		Email:
Address:		
City:	State:	ZIP:
Phone:	FAX:	
Subcontractor Services Provided:		
List all payments received from Prime Contractor during reporting period indicated above.		List dates and amounts of any unpaid invoices over 30 days old.
Invoice Amount	Date	Invoice Amount Date
1.		1.
2.		2.
3.		3.
4.		4.
Total Dollars Paid: \$ _____		Total Dollars Unpaid: \$ _____
Prime Contractor:		Contact Person:
**Return one copy of this form to the following address (electronic copy with signature & date is preferred):		
June Dwyer, MBE Liaison june.dwyer@maryland.gov		

Signature: _____ Date: _____
(Required)

ATTACHMENT 3 ATTACHMENT 3 TASK ORDER AGREEMENT
CATS+ TORFP# R00B540022 OF MASTER CONTRACT #060B2490023

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

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

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

- 2.3 The TO Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the TO Agreement. No other order, statement or conduct of the TO Procurement Officer or any other person shall be treated as a change or entitle the TO Contractor to an equitable adjustment under this Section. Except as otherwise provided in this TO Agreement, if any change under this Section causes an increase or decrease in the TO Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the TO Agreement price shall be made and the TO Agreement modified in writing accordingly. The TO Contractor must assert in writing its right to an adjustment under this Section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the TO Contractor shall be allowed if asserted after final payment under this TO Agreement. Failure to agree to an adjustment under this Section shall be a dispute under the Disputes clause of the Master Contract. Nothing in this Section shall excuse the TO Contractor from proceeding with the TO Agreement as changed.
3. Time for Performance
- Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS+ TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of _____, commencing on the date of Notice to Proceed and terminating on Month Day, Year.
4. Consideration and Payment
- 4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS+ TORFP and shall not exceed \$_____. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.
- 4.2 Payments to the TO Contractor shall be made as outlined Section 2 of the CATS+ TORFP, but no later than thirty (30) days after the Agency's receipt of a proper invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.
- 4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is _____. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to the Agency TO Manager unless otherwise specified herein.
- 4.4 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer.

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

TO Contractor Name

By: Type or Print TO Contractor POC

Date

Witness: _____

STATE OF MARYLAND, MSDE

By: Teresa Dantzer, Chief
Administrative Services Branch

Date

Witness: _____

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

Assistant Attorney General

ATTACHMENT 4 CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

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

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

Date: _____ By: _____

(Authorized Representative and Affiant)

ATTACHMENT 5 LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY (INSTRUCTIONS)

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

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

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

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

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

ATTACHMENT 5A – MINIMUM QUALIFICATIONS SUMMARY

CATS+ TORFP # R00B540022

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

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

Proposed Individual’s Name and Company/Sub-Contractor:	List how the proposed individual meets each requirement by including a reference to relevant entries in Form 5B									
LABOR CATEGORY TITLE – (3 – Electronic Document Management)										
Education: Insert the education description from the CATS+ Master Contract RFP from Section 2.10 for the applicable labor category	(Identify school or institution Name; Address; Degree obtained and dates attended.)									
Generalized Experience: Insert the generalized experience description from the CATS+ Master Contract RFP from Section 2.10 for the applicable labor category Provide dates in the format of MM/YY to MM/YY	(Identify specific work experiences from the resume that illustrate compliance with the Master Contract RFP Labor Category requirements for Generalized Experience.) <table border="1"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>Job Title and Company</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td colspan="2" style="text-align: center;">Match to Form 5B:</td> <td><insert cross-reference(s) to the full description on Form 5B></td> </tr> </tbody> </table>	FROM	TO	Job Title and Company				Match to Form 5B:		<insert cross-reference(s) to the full description on Form 5B>
FROM	TO	Job Title and Company								
Match to Form 5B:		<insert cross-reference(s) to the full description on Form 5B>								
Specialized Experience: Insert the specialized experience description from the CATS+ Master Contract RFP from Section 2.10 for the applicable labor category Provide dates in the format of MM/YY to MM/YY	(Identify specific work experiences from the resume that illustrate compliance with the Master Contract RFP Labor Category requirements for Specialized Experience.) <table border="1"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>Job Title and Company</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td colspan="2" style="text-align: center;">Match to Form 5B:</td> <td><insert cross-reference to the full description on Form 5B></td> </tr> </tbody> </table>	FROM	TO	Job Title and Company				Match to Form 5B:		<insert cross-reference to the full description on Form 5B>
FROM	TO	Job Title and Company								
Match to Form 5B:		<insert cross-reference to the full description on Form 5B>								
TORFP Additional Requirements Minimum qualifications and required certifications as defined in Section 2.9 of this TORFP. Provide dates in the format of MM/YY to MM/YY										

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

Master Contractor Representative:

Signature Date

Proposed Individual:

Signature Date

ATTACHMENT 5B – PERSONNEL RESUME FORM

CATS+ TORFP # R00B540022

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

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

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

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

Relevant Work Experience*

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

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

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

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

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

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

ATTACHMENT 6 PRE-PROPOSAL CONFERENCE DIRECTIONS

Provide good directions to the pre-proposal conference, including parking information.

The Pre-Proposal Conference will be held:

Maryland State Department of Education
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 Royal Farms Arena (formerly 1st Mariner 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 shall 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 Royal Farms Arena (formerly 1st Mariner 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 Royal Farms Arena (formerly 1st Mariner arena).

ATTACHMENT 7 NOTICE TO PROCEED (SAMPLE)

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS+ TO Project Number (TORFP #): R00B540022

Dear TO Contractor Contact:

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

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

Sincerely,

Alan Delman

Task Order Procurement Officer

Enclosures (2)

cc: Child Care Subsidy Branch

Procurement Liaison Office, Department of Information Technology

Project Oversight Office, Department of Information Technology

ATTACHMENT 8 AGENCY RECEIPT OF DELIVERABLE FORM

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP

ATTACHMENT 9 AGENCY DELIVERABLE PRODUCT ACCEPTANCE FORM

Agency Name: MSDE

TORFP Title: Child Care Subsidy Case Management and Payment Processing

TO Manager: Child Care Subsidy Branch Chief, 410-767-7845

To:

The following deliverable, as required by TO Project Number (TORFP #): # R00B5400022 has been received and reviewed in accordance with the TORFP.

Title of deliverable: _____

TORFP Contract Reference Number: Section # _____

Deliverable Reference ID # _____

This deliverable:

Is accepted as delivered.

Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

TO Manager Signature

Date Signed

ATTACHMENT 10 NON-DISCLOSURE AGREEMENT (OFFEROR)

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

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS+ TORFP # R00B540022 for Child Care Subsidy Payment Processing. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to _____. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described above, the OFFEROR agrees as follows:

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

OFFEROR: _____ BY: _____

NAME: _____ TITLE: _____

ADDRESS: _____

ATTACHMENT 11 NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made as of this ____ day of _____, 20__, by and between the State of Maryland ("the State"), acting by and through its MSDE (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 Child Care Subsidy Case Management and Payment Processing TORFP No. R00B540022 dated _____, (the “TORFP”) issued under the Consulting and Technical Services procurement issued by the Department, Project Number 060B2490023; and

WHEREAS, in order for the TO Contractor to perform the work required under the TO Agreement, it will be necessary for the State to provide the TO Contractor and the TO Contractor’s employees and agents (collectively the “TO Contractor’s Personnel”) with access to certain confidential information regarding _____ (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 Master Contract Agreement between the TO Contractor and the State.
- 8. TO Contractor acknowledges that any failure by the TO Contractor or the TO Contractor’s Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the TO Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The TO Contractor consents to personal jurisdiction in the Maryland State Courts. The State’s rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages from the TO Contractor and the TO Contractor’s Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys’ fees and disbursements) that are attributable, in whole or in part to any failure by the TO Contractor or any of the TO Contractor’s Personnel to comply with the requirements of this Agreement, the TO Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
- 9. TO Contractor and each of the TO Contractor’s Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement and the TO Contractor shall provide originals of such executed Agreements to the State.
- 10. The parties further agree that:

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

The rights and obligations of the TO Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;

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

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

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

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

TO Contractor/TO Contractor’s Personnel:

MSDE:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A – FOR THE NONDISCLOSURE AGREEMENT (TO CONTRACTOR)
TO CONTRACTOR’S EMPLOYEES AND AGENTS WHO WILL BE GIVEN ACCESS TO THE
CONFIDENTIAL INFORMATION

Printed Name and Address
of Employee or Agent

Signature

Date

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

ATTACHMENT 12 TO CONTRACTOR SELF-REPORTING CHECKLIST

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

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

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

SUBMIT AS INSTRUCTED IN TORFP.

ATTACHMENT 13 LIVING WAGE AFFIDAVIT OF AGREEMENT

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

If the Contract is Exempt from the Living Wage Law

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

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

If the Contract is a Living Wage Contract

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

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

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

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

Name of Authorized Representative: _____

Signature of Authorized Representative _____

Date: _____ Title: _____

Witness Name (Typed or Printed): _____

Witness Signature and Date: _____

ATTACHMENT 14 MERCURY AFFIDAVIT

AUTHORIZED REPRESENTATIVE THEREBY AFFIRM THAT:

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

MERCURY CONTENT INFORMATION:

The product(s) offered do not contain mercury.

OR

The product(s) offered do contain mercury.

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

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

(3) other states; and

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

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

_____ By: _____

Date

Signature

Print Name: _____

Authorized Representative and Affiant

ATTACHMENT 15 MARYLAND STATE DEPARTMENT OF EDUCATION
VETERAN SMALL BUSINESS ENTERPRISE PARTICIPATION (VSBE)

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 15.

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 15 form V-1A and Attachment 15 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 15-V-1A and Attachment 15-V-1 with the TO Proposal as required, the TO Procurement Officer may determine that the offer is non-responsive or that the TO Proposal is not reasonably susceptible to be selected for award.

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

1. VSBE Subcontractor Project Participation Statement (Attachment 15 form V-2);
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
3. 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 15 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 15 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 15 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 15 V-1A
OFFEROR ACKNOWLEDGEMENT OF TASK ORDER VSBE REQUIREMENTS**

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

In conjunction with the offer submitted in response to TO Number R00B5400022, I affirm the following:

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

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

Offeror Name

Signature of Affiant

Printed Name, Title

Address

Date

**ATTACHMENT 15 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 R00B540022, I affirm the following:

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

OR

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

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

(a) Subcontractor Project Participation Statement

(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 15 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 15 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: _____

By: _____

Name, Title

Name, Title

Date

Date

ATTACHMENT 15 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 15 V-4 VSBE SUBCONTRACTOR UNPAID INVOICE REPORT

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

Date: _____

Task Order Title: _____

Task Order Number: _____

Subcontractor Name: _____

Prime Contractor Name: _____

Payments:

Invoice Number	Payment Date	Payment Amount	Comments

Outstanding Invoices:

Invoice Number	Invoice Date	Invoice Amount	Comments

Subcontractor Signature _____

Date _____

ATTACHMENT 16 CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

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

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

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

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

CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

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

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____ Title: _____

Witness Name (Typed or Printed): _____

Witness Signature and Date: _____

ATTACHMENT 17 SAMPLE WORK ORDER

WORK ORDER	Work Order #	Contract #		
<p>This Work Order is issued under the provisions of TORFP R00B5400022contract. The services authorized are within the scope of services set forth in the <i>Purpose</i> of the work order.</p>				
Purpose				
Statement of Work Requirements:				
Deliverable(s), Acceptance Criteria and Due Date(s):				
<p>Deliverables are subject to review and approval by MSDE prior to payment. <i>(Attach additional sheets if necessary)</i></p>				
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.		MSDE shall pay an amount not to exceed		\$
Contractor		Agency Approval		
(Signature) Contractor Authorized Representative (Date)		(Signature) TO Manager (Date)		
POC (Print Name)		TO Manager (Print Name)		
Telephone No.		Telephone No.		
Email:		Email:		

ATTACHMENT 18 PERFORMANCE EVALUATION FORM

THIS ATTACHMENT DOES NOT APPLY.

ATTACHMENT 19 CRIMINAL BACKGROUND CHECK AFFIDAVIT

AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

I hereby affirm that _____ (Master Contractor) _____ has complied with Section 2.4, Security Requirements of the Department of Information Technology’s Consulting Technical Services Master Contract Number 060B2490023 (CATS+) hereto as Exhibit A

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

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

Master Contractor

Typed Name

Signature

Date

TO Contractor must complete Criminal Background checks and submit this Attachment 19 prior to completion of Transition-In Phase (90 days).