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

ENVIRONMENTAL PERMIT TRACKING SYSTEM MODERNIZATION REQUIREMENTS ANALYSIS AND DOCUMENTATION

CATS+ TORFP #U00B4400022

Maryland Department of the Environment (MDE)

Office of Information Management and Technology

Issue Date: 5/13/2014

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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).

TORFP Title:	Environmental Permit Tracking System Modernization - Requirements Analysis and Documentation
TO Project Number (TORFP #):	# U00B4400022
Functional Area:	CATS+ Functional Area 2 – Web and Internet Systems
TORFP Issue Date:	**05/13/2014**
Questions Due Date and Time:	**06/16/2014 at 2:00pm Local Time**
Closing Date and Time:	**06/23/2014 at 2:00pm Local Time**
TO Requesting Agency:	Maryland Department of the Environment (MDE) Office of Information Management and Technology (OIMT)
Send Questions and Proposals to:	Dinesh Gandhi – Procurement Associate dinesh.gandhi@maryland.gov
TO Procurement Officer:	Dinesh Gandhi – Procurement Associate Email: dinesh.gandhi@maryland.gov Office Phone Number: 410-537-3872 Office Fax Number: 410-537-4443 Address: Maryland Department of the Environment 1800 Washington Blvd. Baltimore, MD 21230
TO Manager:	Wayne Petrush Director, Project Management Office of Information Management & Technology Office Phone: (410) 537-3099 Fax: (410) 537-3093 Email: wpetrush@mde.state.md.us Address: Maryland Department of the Environment 1800 Washington Blvd. Baltimore, MD 21230
TO Type:	Fixed price
Period of Performance:	One (1) year base with one (1) year renewal option at sole discretion of MDE
MBE Goal:	30% with sub-goals for Women-owned of 8 %, African American-owned of 7 % and Hispanic American-owned of 2 %
VSBE Goal:	0%
Small Business Reserve (SBR):	No
Primary Place of Performance:	Maryland Department of the Environment 1800 Washington Blvd. Baltimore, MD 21230
TO Pre-proposal Conference:	Maryland Department of the Environment

	1800 Washington Blvd. Baltimore, MD 21230 **05/22/2014 at 2:00 PM Local Time** Terra Conference Room See Attachment 6 for directions.

SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 TORFP SUBJECT TO CATS+ MASTER CONTRACT

In addition to the requirements of this TORFP, 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 times, 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, and 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 Agreement. The TO Contractor shall provide human resources as necessary to perform the services described in this TORFP Scope of Work.
- **TO Contractor Manager** – The TO Contractor Manager will serve as primary point of contact with the TO Manager to regularly discuss progress of tasks, upcoming tasking, and historical performance, and resolve any issues that may arise pertaining to the TO contractor support 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 Invoice Submission Procedure. The TO Contractor is also responsible for making payments to the TO Contractor personnel.
- **TO Support Personnel** – Any resource provided by the TO Contractor in support of this TORFP over the course of the TORFP period of performance.
- **Proposed Personnel** – Any individual named in the TO Proposal by the Master Contractor to perform work under the scope of this TORFP. Proposed personnel shall start as of TO Agreement issuance unless specified otherwise.

1.3 TO AGREEMENT

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

1.4 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the date and exact time stated in the Key Information Summary Sheet above. The date and time of submission is determined by the date and time of arrival in the TO Procurement Officer's e-mail inbox.

1.5 ORAL PRESENTATIONS/INTERVIEWS

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

1.6 QUESTIONS

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

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

1.7 TO PRE-PROPOSAL CONFERENCE

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

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

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

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

1.8 CONFLICT OF INTEREST

The TO Contractor awarded the TO Agreement 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 Master Contractor 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 a Master Contractor's TO Proposal under COMAR 21.06.02.03B.

Master Contractors should be aware that the State Ethics Law, State Government Article, §15-508, might limit the selected Master Contractor's ability to participate in future related procurements, depending upon specific circumstances.

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

1.9 LIMITATION OF LIABILITY

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

1.10 CHANGE ORDERS

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

1.11 TRAVEL REIMBURSEMENT

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

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.**

1.12.1 MBE PARTICIPATION REPORTS

MDE 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, Form D-5) to MDE 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, Form D-6).

D) Subcontractor reporting shall be sent directly from the subcontractor to the MDE. The TO Contractor shall email 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 SECTION IS NOT APPLICABLE TO THIS TORFP

1.14 NON-DISCLOSURE AGREEMENT

1.14.1 NON-DISCLOSURE AGREEMENT (OFFEROR)

Certain system documentation may be available for potential Offerors to review at a reading room at MDE Headquarters at 1800 Washington Blvd., Baltimore, Maryland 21230. Offerors 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 of this TORFP to schedule an appointment.

1.14.2 NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

Certain system documentation may be required by the TO Contractor awarded the TO Agreement in order to fulfill the requirements of the TO Agreement. The TO Contractor, employees and agents who review such documents will be required to sign, including but not limited to, a Non-Disclosure Agreement (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. An Affidavit of Agreement shall be submitted as part of the Master Contract Agreement in accordance with the CATS+ Master Contract.

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

1.18 MERCURY AND PRODUCTS THAT CONTAIN MERCURY

THIS SECTION IS NOT APPLICABLE TO THIS TORFP

1.19 PURCHASING AND RECYCLING ELECTRONIC PRODUCTS

THIS SECTION IS NOT APPLICABLE TO THIS TORFP

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SECTION 2 - SCOPE OF WORK

2.1 PURPOSE

MDE is issuing this CATS+ TORFP to obtain the services of one (1) Master Contractor (TO Contractor) to support MDE's effort to plan the "modernization" of their Tools for Environmental Management and Protection Organizations permit tracking system (TEMPO). The primary goal of this modernization effort is to replace the current user interface (UI) between the TEMPO database and the 12 MDE programs that utilize it to capture data on the various permits issued by them.

Pursuant to the designation of the modernization project as a Major IT Development Project (MITDP), MDE is required to follow the IT Planning Request guidelines established by DoIT. Some of the planning associated with the Project Planning Request (PPR) required by DoIT (i.e., SDLC Phases 1-4) has been completed, and some of the required artifacts are completed (e.g., IT Planning Request (ITPR), SDLC Phase 1 - Project Charter, Concept Proposal). However, MDE still needs the selected Offeror (TO Contractor) to conduct further analyses of existing MDE processes and identify best practices, in consultation with MDE staff, and then prepare several additional PPR artifacts/plans required by DoIT. The TO Contractor will also be expected to prepare a CATS+ TORFP that MDE can use in soliciting another Master Contractor to implement those plans. The DoIT website provides a description of the TORFP preparation, solicitation and award processes.

The TO Contractor and any sub-contractors selected to perform the work specified in this TORFP are precluded from participating in any follow-on work.

2.2 REQUESTING AGENCY BACKGROUND

The mission of the MDE is to protect and restore the quality of the State's air, water, and land resources. It accomplishes this mission by assessing, preventing, and controlling sources of environmental pollution.

MDE's four primary Administrations are: Air and Radiation Management Administration (ARMA); Land Management Administration (LMA); Water Management Administration (WMA); and the Science Services Administration (SSA). A fifth Administration, the Administrative Services Administration (ASA), is responsible for managing personnel, fiscal and procurement activities. MDE operates a Baltimore-based headquarters, with regional facilities located in Annapolis, Frostburg, Centerville, Cambridge, Salisbury, and Hagerstown. Currently, MDE employs over 1000 persons, 850 of whom are located at the headquarters location. The staff is comprised predominantly of engineers and scientists.

2.3 PROJECT BACKGROUND

MDE personnel working in the 12 environmental programs that interface with TEMPO have expressed frustration with the time and effort required to input data, as well as reporting and other limitations of the current interface. It is important to note that the input of data occurs as it becomes available, and not necessarily in a prescribed sequence. Some of the most common complaints include:

- Data entry flow is not linear, meaning the user-interface (UI) does not guide the user from one screen to the next where multiple screens are actually needed.
- Some multiple data entry screens could be combined into one, such as requirement development for permit documents.
- The user is presented with the question "Do you want to save changes?" too many times. The user should be given the option to turn that off and have the record automatically saved when exiting the screen.

- Screens contain fields not related to a specific section, division, or program, which forces the user to scroll past unneeded fields and, at a minimum, makes the screen more cluttered than it needs to be.
- Required fields are not highlighted in any way. The user has to save the record to discover the required fields, sometimes one field at a time.
- Screen does not resize appropriately when the user maximizes the screen.
- The application has two very similar search screens to search for sites (called "agency interest" or AI in TEMPO). For example, one includes an address field for searching while the other does not when both should have the address field.
- Fields with multiple rows of data do not expand appropriately such as the alternate/historic AI identifiers in the AI Definition screen.
- Screens that are maximized are automatically restored down when switching to another screen.
- For select screens, the X button in the upper right corner of the window does not work such as the Inspection Wizard screens. The user has to discover the hard way which screen does not have a working X.
- The application does not have an actual user-specific profile. For example, a user in ARMA and Permitting would have to specify ARMA and APPROVALS each time this user creates a permit document.
- For permits (called "approvals" in TEMPO), there is no link between the permit type and permit conditions (called by the generic term "requirements"). The user has to specify the permit conditions each time from a long list when this list can be shortened to only include permit conditions applicable to the permit type. This is currently being done with the checklists (which is also called by the generic term "requirements") used for compliance but not for approvals.
- After finding the correct AI, creating the correct TEMPO document within the correct AI, and opening the correct TEMPO document, the user still has to click several times, bypassing a few screens, before the user finds the screen that he or she needs.
- When specifying the type of relationship among related entities, the relationship types are not program-specific which forces the user to sort through a huge list as well as include an excessively wordy relationship types to identify the program.
- The creation of corrective actions in enforcement action documents can be streamlined by having the user highlight the appropriate violation(s) from the list shown in the violation tab and then by selecting create corrective action.
- In the violation tab of the enforcement action document, the user cannot add violations, only delete them. The user is forced to go through a master list of violations to find the missing violation(s) and then add them to the correct enforcement action document. The add violation option should be available, starting with the option of adding violations from the already-linked compliance documents then proceeding to a master list if needed.
- When creating corrective actions, the default values for the citation should already be included.
- When searching for citations, the user is presented with a master list for that program that includes a large number of items that do not apply. The master citation list should be further divided by category so that when a permit writer selects a citation, the user only sees the list appropriate to permits while the enforcement coordinator only sees a list appropriate for enforcement.
- Currently, the user has the ability load a template for DMRs in the permits. However, when it comes to deleting items from the template that does not apply, the user is presented with a puzzle that the user has to solve in order to delete the item. The items are linked and the user has to figure out how

to unlink them. The user should be able to select the item and then delete without having to solve a puzzle.
- Data in various fields are not displayed properly, meaning the data don't wrap properly.
- When the user double-clicks a document that is already open, the application does not switch to that document. Rather, the application tells the user that the document is already open.
- Context-sensitive help, tailor-made for specific users within a section, division, or program, does not exist within the application.

The MDE wants to address these complaints by replacing the current user interface (i.e., PowerBuilder) with a more efficient and easier to use interface. As part of this effort, MDE wants the selected Offeror (TO Contractor) to define in detail essential **business, functional and system requirements** that will lead to achievement of the following goals:

- Improve the data entry work flows used in each MDE program. These work flows can be conceived of as falling into 4 categories or phases.
  - Permit application – This phase typically includes multiple work flows (not necessarily sequential) established to collect information needed by MDE to determine if an applicant is eligible for a permit. Federal, State and local laws and regulations typically dictate applicant eligibility.
  - Inspection – This phase begins after the permit is issued and includes work flows involving MDE inspectors who must verify that the permittee is adhering to all requirements and/or limitations associated with the permit.
  - Compliance – This phase includes work flows used by MDE to document instances of a permittee's non-compliance with the permit's requirements and/or limitations, and to notify the permittee of needed changes.
  - Enforcement – This phase includes work flows used to formally track the outcomes of enforcement actions taken by MDE against a permittee found to be out of compliance with the permit's requirements and/or limitations.
- Analyze the current TEMPO database schema to determine if there are any efficiencies that can be achieved without making significant changes to the database
- Provide web access to the TEMPO system's UI, including access from mobile devices
- Maintain or improve security features in the new UI
- Enable e-commerce transactions between MDE and permit applicants

The TO Contractor also will be responsible for drafting a CATS+ TORFP, in collaboration with MDE, which solicits proposals from other TO Contractors to provide a detailed design of the replacement user interface, develop the interface as planned, test the interface and implement it in MDE's environment (i.e., manage the Project Implementation Processes - SDLC phases 5 - 8)

2.3.1 MDE's current environment includes the following hardware and software components which provide a highly secure, available, reliable and scalable infrastructure to support the 24x7x365 operations of the TEMPO application.

- Microsoft Windows Server Enterprise 2008
- Microsoft Active Directory Enterprise 2003
- Sophos Anti-Virus Version 9.5

- Syncsort Backup Express Version 3.2
- Dell/EMC SAN
- HP Servers
- Oracle 10/11G
- PowerBuilder 10.5.1
- Information Builder's WebFOCUS, version 7.7.02

2.3.2 The development, test and production environments of the TEMPO system are hosted at the MDE Headquarters Data Center in Baltimore.

2.3.3 Redundant connectivity to the Internet is provided at a constant 100Mbps through networkMaryland™, which is the State of Maryland's high-speed network for public sector use.

2.3.4 A schema, an inventory of all hardware and network equipment, and TEMPO system documentation is available in a reading room at MDE Headquarters, 1800 Washington Blvd., Baltimore, Maryland 21230. See Section 1.14 for NDA requirements to view documentation in the reading room prior to award.

2.4 PROFESSIONAL DEVELOPMENT

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

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

- The State of Maryland System Development Life Cycle (SDLC) methodology
- The State of Maryland Information Technology Security Policy and Standards

- The State of Maryland Information Technology Non-Visual Access Standards
- The TO Contractor shall follow project management methodologies consistent with the Project Management Institute's Project Management Body of Knowledge Guide.
- The State's Information Technology Project Oversight Policies

2.6 REQUIREMENTS

2.6.1 FUNCTIONAL / BUSINESS REQUIREMENTS

ID #	Functional / Business Requirements	Associated Deliverable ID # from Section 2.8.4 below as applicable
2.6.1.1	Develop detailed requirements associated with the Project Implementation Request PIR (implementation) phase of the project, including, but not limited to: functional process requirements, data requirements, system interface requirements, hardware/software requirements, technical requirements and non-functional or operational requirements.	2.8.4.2 – Functional Requirements Document (FRD)
2.6.1.2	Develop a table that links requirements to their origins and traces them throughout the project life cycle; this information will provide a baseline for requirements change control, design and testing	2.8.4.2 – Functional Requirements Document (FRD) – section pertaining to Requirements Traceability Matrix (RTM)
2.6.1.3	Define the roles, authority, responsibility, skills, and capacity requirements for all project tasks needed to complete the implementation of the project. Both MDE and contractor responsibilities shall be addressed.	2.8.4.3 – Responsibility Assignment Matrix
2.6.1.4	Provide a preliminary estimate of resources required to complete the implementation of the project; this information will serve as an input for the project staffing management plan.	2.8.4.4 – Project Staffing Estimates
2.6.1.5	Provide a preliminary Work Breakdown Structure (WBS) and a WBS Dictionary to define all project activities during the implementation of the project	2.8.4.5 – Work Breakdown
2.6.1.6	Develop a Project Management Plan for the implementation of the project that includes the following subsections: • Scope management plan • Schedule management plan • Staffing management plan • Communication management plan • Risk management plan • Change management plan	2.8.4.6 – Project Management Plan
2.6.1.7	Prepare a CATS+ Task Order Request for Proposals (TORFP) that meets DoIT standards of acceptability, and that can be issued by MDE to obtain the services of another	2.8.4.7 – CATS+ Task Order Request for Proposals (TORFP)

	Master Contractor to support them during the PIR phase of the project. The DoIT website provides a description of the TORFP preparation, solicitation and award processes.	

2.6.2 TECHNICAL REQUIREMENTS

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

2.6.3 NON-FUNCTIONAL, NON-TECHNICAL REQUIREMENTS

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

2.6.4 TO CONTRACTOR RESPONSIBILITIES

The TO Contractor shall provide staffing and resources to fully supply the services needed to meet the requirements identified in Section 2.6.1. Those services include:

- Analyze MDE's current user interface (UI) in the TEMPO system and user complaints/identified problems.
- Interview MDE staff to fully understand desired improvements and gather detailed system requirements
- Prepare detailed system requirements for a replacement UI. The level of detail included in these requirements must be appropriate to include in the CATS+ TORFP to be prepared as part of this Scope of Work.
- Prepare other plans and artifacts required by DoIT as part of the Project Planning Request (PPR) phase of the Environmental Permit Tracking System Modernization project.
- Prepare a CATS+ TORFP to be utilized in soliciting another TO Contractor to design and build the replacement UI.

2.6.5 TO CONTRACTOR PERSONNEL DUTIES AND RESPONSIBILITIES

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

2.6.6 SERVICE LEVEL AGREEMENT (SLA)

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

2.6.7 BACKUP / DISASTER RECOVERY

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

2.6.8 REQUIREMENTS FOR HARDWARE, SOFTWARE, AND MATERIALS

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

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 MDE. 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.

- Scheduled Non-Business Hours Support: After hours support may be necessary to respond to IT Security emergency situations. Additionally, services may also involve some evening and/or weekend hours performing planned system upgrades in addition to core business hours. Hours performing system upgrades would be billed on actual time worked at the rates proposed.
- State-Mandated Service Reduction Days: TO Contractor personnel shall be required to participate in the State-mandated Service Reduction Days as well as State Furlough Days. In this event, the TO Contractor will be notified in writing by the TO Manager of these details.
- Minimum and Maximum Hours: Full-time TO Contractor personnel shall work a minimum of 40 hours per week with starting and ending times as approved by the TO Manager. A flexible work schedule may be used with TO Manager approval, including time to support any efforts outside core business hours. TO Contractor personnel may also be requested to restrict the number of hours TO Contractor personnel can work within a given period of time that may result in less than an eight hour day or less than a 40 hour work week.
- Vacation Hours: Requests for leave shall be submitted to the TO Manager at least two weeks in advance. The TO Manager reserves the right to request a temporary replacement if leave extends longer than one consecutive week. In cases where there is insufficient coverage, a leave request may be denied.

2.7.2 PERFORMANCE EVALUATION

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

2.7.3 PERFORMANCE ISSUE MITIGATION

At any time during the TO period of performance, should the performance of a TO Contractor resource be unsatisfactory as determined by the TO Manager, MDE 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 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 personnel procedures is as follows:

A) The TO Contractor may not substitute personnel without the prior approval of the TO Manager.

B) To replace any personnel, the TO Contractor shall submit resumes of the proposed personnel specifying their intended approved labor category. Any proposed substitute personnel shall have qualifications equal to or better than those of the replaced personnel.

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

2.7.5 PREMISES AND OPERATIONAL SECURITY

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

2.8 DELIVERABLES

2.8.1 DELIVERABLE SUBMISSION

For every deliverable, the TO Contractor shall request that the TO Manager confirm receipt of that deliverable by sending an Agency Receipt of Deliverable form (Attachment 8) with the deliverable. The TO Manager will acknowledge receipt of the deliverable via email using the provided form.

For every deliverable, the TO Contractor shall submit by email 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.

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

For any written deliverable, the TO Manager may request a draft version of the deliverable, to comply with the minimum deliverable quality criteria listed in Section 2.8.3. Drafts of each final deliverable, except status reports, are required at least two weeks in advance of when the final deliverables are due (with the exception of deliverables due at the beginning of the project where this lead time is not possible, or where draft delivery date is explicitly specified). Draft versions of a deliverable shall comply with the minimum deliverable quality criteria listed in Section 2.8.3.

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. The invoice must be accompanied by a copy of the executed DPAF or payment may be withheld.

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.

Subsequent reviews for a deliverable containing deficiencies will be limited to the original deficiencies and the portions of the deliverable that were dependent on the deficiencies.

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 propose other subtasks, artifacts, due dates or deliverables to improve the quality and success of the assigned tasks. All documents identified below shall be submitted in an electronic format as attachments to an email to the TO Manager.

ID #	Deliverable Description	Acceptance Criteria	Suggested Due Date / Frequency
2.8.4.1	Integrated Project Schedule	Microsoft Project schedule demonstrating tasks, task estimates, resource assignments, and dependencies for both Agency and TO Contractor personnel, with tasks no less than 8 hours and no greater than 80 hours.	Initial Delivery: NTP + 15 business days Updates: Weekly

2.8.4.2	Functional Requirements Document	Microsoft Word document that contains the sub-sections and information specified in DoIT's template, including a Requirements Traceability Matrix (RTM). The proposed level of detail must be approved by the TO Manager. MDE envisions that this document will be sufficiently detailed to enable the implementation contractor to develop the following documentation: • Architecture Plan that includes diagrams showing the relationship between various components such as the database, the user interface, the integration with existing IT infrastructure and interfaces with other systems. • Hardware/Software Configuration Plan that includes a description of all needed hardware, software, licenses, hardware maintenance agreements, and software maintenance agreements • Implementation Plan that presents baseline plans for system configuration, data cleanup and migration, installation/deployment, testing, and performance tuning of the systems • Test Master Plan (TMP) that documents the scope, content, methodology, sequence, management of, and responsibilities for test activities	NTP + 150 business days.
2.8.4.3	Responsibility Assignment Matrix	Microsoft Word document designed by the TO Contractor that details the roles, authority, responsibility, skills, and capacity requirements for the TO Contractor Manager, TO Support Personnel, and other Proposed Personnel	Initial Delivery: NTP + 15 business days Updates: When significant changes occur
2.8.4.4	Project Staffing Estimates	Microsoft Word document designed by the TO Contractor that provides preliminary estimates of human resources required to successfully complete the TEMPO modernization project	Initial Delivery: NTP + 15 business days Updates: When significant changes occur
2.8.4.5	Work Breakdown	Microsoft Word document designed by the TO Contractor that identifies all high level tasks required to successfully complete PIR phase of the project	NTP + 15 business days
2.8.4.6	Project Management Plan	Microsoft Word document that contains at a minimum the following sections, each of which includes the information specified in DoIT's template: • Scope Management Plan • Schedule Management Plan • Staffing Management Plan	NTP + 45 business days

		• Communication Management Plan • Risk Management Plan • Procurement Management Plan • Change Management Plan	
2.8.4.7	CATS+ Task Order Request for Proposals (TORFP)	Microsoft Word document that contains the information and organization specified in the TORFP template provided by MDE.	NTP + 250 business days.

2.9 MINIMUM QUALIFICATIONS

2.9.1 OFFEROR'S COMPANY MINIMUM QUALIFICATIONS

Only those Offerors (TO Contractors) that fully meet all minimum qualification criteria shall be eligible for TORFP proposal evaluation. The Offeror's proposal and references will be used to verify minimum qualifications. The Offeror's proposal shall demonstrate meeting the following minimum requirements:

1) The TO Contractor shall have three (3) years of demonstrated experience developing business, functional and system requirements.
2) The TO Contractor shall have three (3) years of demonstrated experience in developing applications for the Web.

2.9.2 OFFEROR'S PERSONNEL MINIMUM QUALIFICATIONS

Key personnel proposed by the TO Contractor must meet all minimum qualifications for the CATS+ labor category selected by the TO Contractor. Resumes shall clearly outline starting dates and ending dates for each applicable experience or skill.

2.10 TO CONTRACTOR AND PERSONNEL OTHER REQUIREMENTS

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

2.11 RETAINAGE

Five percent (5%) of each invoice for deliverables shall be held by MDE as retainage. If the TO Contractor fails to meet the requirements as defined in the Contract, the TO Contractor shall rectify the performance problem or complete the specification to the satisfaction of the TO Manager within thirty (30) days or as directed by the TO Project Manager, at no cost to the MDE, as described in the Contract. If the TO Manager is not satisfied within this timeframe, the TO Contractor forfeits the retainage.

The TO Contractor shall submit a separate invoice for the retainage release no earlier than the end of the warranty period. The TO Contractor shall track the cumulative retainage amount and display this amount on the invoices, until the retainage is released by the TO Manager.

2.12 INVOICING

Invoicing shall be submitted monthly. For fixed price, invoicing shall reflect completion and acceptance of deliverables as defined in 2.9.2 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

For fixed price deliverables, 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

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

2.12.2 INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

A) A proper invoice shall identify "MDE" as the recipient and contain the following information: date of invoice, TO Agreement number, TO Contractor's Federal Tax Identification Number, a total invoice amount, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number.

   1) For Fixed Price: The invoice shall also include: deliverable description, deliverable number (e.g.,"2.7.4.1."),

   2) For T&M work orders: The invoice shall 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 / email the original of each invoice and signed DPAF (Attachment 9), for each deliverable being invoiced to the MDE at email address: wpetrush@mde.state.md.us (TO Manager).

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

A) Additional services may be requested by MDE 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
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 will contact the TO Contractor to obtain additional information, clarification or revision to the Work Order, and will provide the Work Order to the TO Procurement Officer for approval. The TO Procurement Officer could issue a change order to the TORFP if appropriate.

F) Proposed personnel on any type of Work Order shall be approved by the TO Manager. The TO Contractor shall furnish resumes of proposed personnel specifying their intended labor category from the CATS+ Labor Categories proposed in the TO Proposal. The TO Manager shall have the option to interview the proposed personnel. After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the personnel.

G) The TO Manager will issue the Notice to Proceed (NTP) after the Work Order is approved and/or any interviews are completed.

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SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

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

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

3.2 SUBMISSION

The TO Proposal shall be submitted via two e-mails. Offerors may zip their files to minimize any performance issues associated with sending large files.

The TO Technical Proposal shall be contained in one email, with two attachments. This email shall include:

- Subject line "CATS+ TORFP # U00B4400022 Technical" plus the Master Contractor Name
- One attachment labeled "TORFP # U00B4400022 Technical - Attachments" containing all Technical Proposal Attachments (see Section 3.3 below), signed and in PDF format.
- One attachment labeled "TORFP # U00B4400022 Technical – Proposal" in Microsoft Word format (2007 or later).

The TO Financial Proposal shall be contained in one email, with one attachment. This email shall include:

- Subject line "CATS+ TORFP # U00B4400022 Financial" plus the Master Contractor Name
- One attachment labeled "TORFP # U00B4400022 Financial" containing the Financial Proposal contents, signed and in PDF format.

3.3 SUMMARY OF ATTACHMENTS

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

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

- Attachment 2 - MBE Forms D-1 and D-2 - Signed PDF
- Attachment 4 – Conflict of Interest Affidavit and Disclosure - Signed PDF
- Attachment 5 - Labor Classification Personnel Resume Summary (Form LC1) – Signed PDF
- Attachment 13 – Living Wage Affidavit of Agreement - Signed PDF
- Attachment 16 - Certification Regarding Investments in Iran - Signed PDF

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

- Attachment 1 Price Proposal (FIXED PRICE BY DELIVERABLE) – Signed PDF
- Attachment 1 Price Proposal (TIME AND MATERIALS FOR WORK ORDERS) – Signed PDF

3.4 PROPOSAL FORMAT

A TO Proposal shall contain the following sections in order:

3.4.1 TO TECHNICAL PROPOSAL

A) Proposed Services

1) Executive Summary: A one-page summary describing the TO Contractor's understanding of the TORFP scope of work (Section 2) and proposed solution.

2) Proposed Solution: A more detailed description of the TO Contractor'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) Assumptions: A description of any assumptions formed by the TO Contractor in developing the Technical Proposal. TO Contractors should avoid assumptions that counter or constitute exceptions to TORFP terms and conditions.

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	The Master Contractor shall have three (3) years of demonstrated experience developing business, functional and system requirements.	*Offeror documents evidence of compliance here.*
2.9.1.2	The Master Contractor shall have three (3) years of demonstrated experience in developing applications for the Web.	*Offeror documents evidence of compliance here.*

C) Proposed Personnel and TORFP Staffing

TO Contractors shall propose their personnel in response to this TORFP.

1) Complete and provide Attachment 5 – Labor Classification Personnel Resume Summary for each proposed resource (form LC1). The information should show each proposed person's skills and experience as they relate to the TO Contractor's proposed solution and Section 2 – Scope of Work.
2) Provide three (3) references per proposed personnel containing the information listed in Attachment 5.
3) Provide the names and titles of the TO Contractor's management staff who will supervise the personnel and quality of services rendered under this TO Agreement.
4) Provide a Staffing Management Plan that demonstrates how the TO Contractor will provide resources in addition to the personnel proposed in this TORFP, and how the TO Contractor Personnel shall be managed. Include:
   a) Planned team composition by role (**Important! Identify specific names and provide history only for the proposed resources required for evaluation of this TORFP**).
   b) Process and proposed lead time for locating and bringing on board resources that meet 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

D) MBE Participation

Submit completed MBE documents Attachment 2 - Forms D-1 and D-2.

E) Subcontractors

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

F) Overall TO Contractor team organizational chart

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

G) TO Contractor and Subcontractor Experience and Capabilities

1) Provide up to three examples of engagements or contracts the TO Contractor or Subcontractor has completed that were similar to Section 2 - Scope of Work. Include contact information for each client organization complete with the following:
   a) Name of organization.
   b) Point of contact name, title, email and telephone number (point of contact shall be accessible and knowledgeable regarding experience)
   c) Services provided as they relate to Section 2 - Scope of Work.
   d) Start and end dates for each example engagement or contract.
   e) Current TO Contractor team personnel who participated on the engagement.
   f) If the TO Contractor is no longer providing the services, explain why not.

2) State of Maryland Experience: The TO 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 TO Contractor shall provide the following (if not already provided in sub paragraph 1 above):

   a) Contract or task order name
   b) Name of organization.
   c) Point of contact name, title, email, and telephone number (point of contact shall be accessible and knowledgeable regarding experience)
   d) Start and end dates for each engagement or contract. If the TO 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 TO 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 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. TO 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 the TO Contractor's facilities, including address, from which any work will be performed.

3.4.2 TO FINANCIAL PROPOSAL

A) A description of any assumptions on which the TO Contractor's TO Financial Proposal is based (assumptions shall not constitute conditions, contingencies, or exceptions to the price proposal).

B) Attachment 1– **Both the Price Proposal - Fixed Price by Deliverable** and the **Price Proposal - Labor Rates for Work Orders** shall be completed in .PDF format. 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 MDE will consider all information submitted in accordance with Section 3.

4.2 TO PROPOSAL EVALUATION CRITERIA

The following are technical criteria for evaluating a TO Proposal in descending order of importance. Failure to meet the minimum company and personnel qualifications shall disqualify a proposal:

A) The overall experience, capability and references for the TO Contractor as described in the TO Contractor's TO Technical Proposal.

B) The TO Contractor's overall understanding of the TORFP Scope of Work – Section 2. Level of understanding will be determined by the quality and accuracy of the Technical Proposal in adherence to Section 3.4.

C) The capability of the proposed resources to perform the required tasks and produce the required deliverables in the TORFP Scope of Work – Section 2. Capability will be determined by reviewing each proposed individual's resume and reference checks.

4.3 SELECTION PROCEDURES

A) TO Proposals will be assessed throughout the evaluation process for compliance with the minimum qualifications listed in Section 2.9 of this TORFP, and the quality of responses to Section 3.4.1 "TO Technical Proposal."

B) For TO Proposals deemed technically qualified, the associated TO Financial Proposal will be opened. All others will be deemed not reasonably susceptible for award and will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.

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

D) 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.

E) All TO Contractors who submitted a 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 Proposal • Fixed Price by Deliverable • Labor Rates for Work Orders	Applicable	Submit with TO Financial Proposal
Attachment 2	Minority Business Enterprise Participation (Attachments D-1 – D-7)	Applicable	Submit with TO Technical Proposal
Attachment 3	Task Order Agreement (TO Agreement)	Applicable	Do Not Submit with Proposal
Attachment 4	Conflict of Interest Affidavit and Disclosure	Applicable	Submit with TO Technical Proposal
Attachment 5	Labor Classification Personnel Resume Summary	Applicable	Submit with TO Technical Proposal
Attachment 6	Pre-Proposal Conference Directions	Applicable	Do Not Submit with Proposal
Attachment 7	Notice to Proceed (Sample)	Applicable	Do Not Submit with Proposal
Attachment 8	Agency Receipt of Deliverable Form	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)	Applicable	Submit with TO Technical Proposal
Attachment 11	Non-Disclosure Agreement (TO Contractor)	Applicable	Do Not Submit with Proposal
Attachment 12	TO Contractor Self-Reporting Checklist	Applicable	Do Not Submit with Proposal
Attachment 13	Living Wage Affidavit of Agreement	Applicable	Submit with TO Technical Proposal
Attachment 14	Mercury Affidavit	*Not Applicable*	*N/A*
Attachment 15	Veteran Owned Small Business Enterprise Utilization Affidavit	*Not Applicable*	*N/A*
Attachment 16	Certification Regarding Investments in Iran	Applicable	Submit with TO Technical Proposal
Attachment 17	Sample Work Order	Applicable	Do Not Submit with Proposal
Attachment 18	Performance Evaluation Form	*Not Applicable*	*N/A*
Attachment 19	Criminal Background Check Affidavit	*Not Applicable*	*N/A*

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

ATTACHMENT 1 PRICE PROPOSAL FORMS

PRICE PROPOSAL (FIXED PRICE BY DELIVERABLE)

FOR CATS+ TORFP # U00B4400022

Identification	Deliverable	Proposed Price
2.8.4.1	Integrated Project Schedule	
2.8.4.2	Functional Requirements Document	
2.8.4.3	Responsibility Assignment Matrix	
2.8.4.4	Project Staffing Estimates	
2.8.4.5	Work Breakdown	
2.8.4.6	Project Management Plan	
2.8.4.7	CATS+ Task Order Request for Proposals (TORFP)	
Total Proposed Fixed Price		

Authorized Individual Name

Company Name

Title

Company Tax ID #

Signature

Date

PRICE PROPOSAL (LABOR RATES FOR WORK ORDERS)

FOR CATS+ TORFP # U00B4400022

The total class hours (Column B) are not to be construed as "guaranteed" hours; the total number of hours is an estimate only for purposes of price proposal evaluation. Allot the total hours across any labor categories that the Master Contractor might use to fulfill work orders in support of 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.

Job Title	CATS+ Labor Category Proposed by Master Contractor	Hourly Labor Rate (A)	Total Class Hours (B)	Total Proposed CATS+ TORFP Price (C)
Base Year				
<Job Title 1>	Insert CATS+ Labor Category #1	$		**$**
<Job Title 2>	Insert CATS+ Labor Category #2	$		**$**
<Add Additional as Needed>	Insert Additional CATS+ Labor Category as Needed	$		**$**
	Total for Base Year	$	450	**$**
Option Year 1				
<Job Title 1>	Insert CATS+ Labor Category	$		**$**
<Job Title 2>	Insert CATS+ Labor Category	$		**$**
<Add Additional as Needed>	Insert Additional CATS+ Labor Category as Needed	$		**$**
	Total for Option Year 1	$	450	**$**
Total Evaluated Price (Base and Option Year 1):				**$**

Authorized Individual Name

Company Name

Title

Company Tax ID #

Signature

Date

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

ATTACHMENT 2 MINORITY BUSINESS ENTERPRISE FORMS

TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING REQUIREMENTS

CATS+ TORFP # U00B4400022

These instructions are meant to accompany the customized reporting forms sent to you by the TO Manager. 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 D-5 (TO Contractor Paid/Unpaid MBE Invoice Report) and D-6 (Subcontractor Paid/Unpaid MBE Invoice Report) are attached for your use and convenience.

2) The TO Contractor must complete a separate Form D-5 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 D-6 (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 D-6 (upper right corner of the form) for the subcontractor the same as the Form D-5 was customized by the TO Manager for the benefit of the TO Contractor. 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 D-6 report only. Therefore, if the subcontractor(s) do not submit D-6 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 D-5. 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. 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 D-1 MDOT CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT

This document and document D-2 **MUST BE** included with the bid or offer. If the Bidder or Offeror fails to complete and submit this form with the bid or offer as required, the procurement officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

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

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

____ percent African American ____ percent Asian American

____ percent Hispanic American ____ percent Woman-Owned

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

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 business days of receiving notice that our firm is the apparent awardee, I will submit all required waiver documentation in accordance with COMAR 21.11.03.11.

2. I understand that if I am notified that I am the apparent awardee of a TORFP, I must submit the following additional documentation as directed in the TORFP.

- Outreach Efforts Compliance Statement (D-3)
- Subcontractor Project Participation Certification (D-4)
- Any other documentation, including D-7 waiver documentation, if applicable, required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE 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. If the contract has already been awarded, the award is voidable.

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

4. Set forth below are the (i) certified MBEs I intend to use and (ii) the percentage of the total contract amount allocated to each MBE for this project and the items of work each MBE will provide under the contract. I hereby affirm that the MBE firms are only providing those items of work for which they are MDOT certified.

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: _____

ATTACHMENT 2 D-2 MBE PARTICIPATION SCHEDULE

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

List Information For Each Certified MBE Subcontractor On This Project

Minority Firm Name MBE Certification Number

FEIN

Identify the Applicable Certification Category (For Dually Certified Firms, Check Only One Category)

☐ African American ☐ Asian American ☐ Hispanic American ☐ Woman-Owned ☐ Other

Percentage of Total Contract Value to be provided by this MBE _____%

Description of Work to Be Performed:

Minority Firm Name MBE Certification Number

FEIN

Identify the Applicable Certification Category (For Dually Certified Firms, Check Only One Category)

☐ African American ☐ Asian American ☐ Hispanic American ☐ Woman-Owned ☐ Other

Percentage of Total Contract Value to be provided by this MBE _____%

Description of Work to Be Performed:

Minority Firm Name MBE Certification Number

FEIN

Identify the Applicable Certification Category (For Dually Certified Firms, Check Only One Category)

☐ African American ☐ Asian American ☐ Hispanic American ☐ Woman-Owned ☐ Other

Percentage of Total Contract Value to be provided by this MBE _____%

Description of Work to Be Performed:

Minority Firm Name MBE Certification Number

FEIN

Identify the Applicable Certification Category (For Dually Certified Firms, Check Only One Category)

☐ African American ☐ Asian American ☐ Hispanic American ☐ Woman-Owned ☐ Other

Percentage of Total Contract Value to be provided by this MBE _____%

Description of Work to Be Performed:

Continue on a separate page, if needed.

Summary

Total African-American MBE Participation: _____%

Total Asian American MBE Participation: _____%

Total Hispanic American MBE Participation: _____%

Total Woman-Owned MBE Participation: _____%

Total Other Participation: _____%

Total All MBE 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 Signature of Affiant

(please print or type)

Name: _____

Title: _____

Date: _____

SUBMIT AS INSTRUCTED IN TORFP

ATTACHMENT 2 D-3 MBE 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 or offer submitted in response to Solicitation No. _____, Bidder/Offeror states the following:

1. Bidder/Offeror identified opportunities to subcontract in these specific work categories.
2. Attached to this form are copies of written solicitations (with bidding instructions) used to solicit MDOT certified MBEs for these subcontract opportunities.
3. Bidder/Offeror made the following attempts to contact personally the solicited MDOT certified MBEs.
4. Select ONE of the following:

   ☐ This project does not involve bonding requirements.

   OR

   ☐ Bidder/Offeror assisted MDOT certified MBEs to fulfill or seek waiver of bonding requirements (describe efforts).
5. Select ONE of the following:

   ☐ Bidder/Offeror did/did not attend the pre-bid/proposal conference.

   OR

   ☐ No pre-bid/proposal conference was held.

_____ By:_____

Bidder/Offeror Printed Name Signature

Address: _____

_____

ATTACHMENT 2 D-4 MBE SUBCONTRACTOR PROJECT PARTICIPATION CERTIFICATION

Please complete and submit one form for each MDOT certified MBE listed on Attachment D-1 within 10 working days of notification of apparent award.

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

Prime Contractor Address and Phone	Project Description
Project Number	Total Contract Amount $
Minority Firm Name	MBE Certification Number
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 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 or 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 or proposal;

(2) fail to notify the certified minority business enterprise before execution of the contract of its inclusion of the bid or 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 or proposal.

Prime Contractor Signature

By: _____

Name, Title

Date

Subcontractor Signature

By:_____

Name, Title

Date

This form must be completed monthly by the prime contractor.

ATTACHMENT 2 D-5 MBE PRIME CONTRACTOR PAID/UNPAID MBE INVOICE REPORT

Maryland Department of Information Technology

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 10th 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:		
Subcontractor Name:		Contact Person:	
Phone:	FAX:		
Subcontractor Services Provided:			

List all payments made to MBE subcontractor named above during this reporting period: Invoice# Amount 1. 2. 3. 4. Total Dollars Paid: $_____	List dates and amounts of any outstanding invoices: Invoice # Amount 1. 2. 3. 4. Total Dollars Unpaid: $_____
****If more than one MBE subcontractor is used for this contract, you must use separate D-5 forms.** ****Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred):**	
(TO MANAGER OF APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)	(AGENCY MBE LIASION OR APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)

This form must be completed by MBE subcontractor

ATTACHMENT 2 D-6 SUBCONTRACTOR PAID/UNPAID MBE INVOICE REPORT

Minority Business Enterprise Participation

Report#: ____ Reporting Period (Month/Year): _____ **Report is due by the 10th 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. Invoice Amount Date 1. 2. 3. 4. Total Dollars Paid: $_____	List dates and amounts of any unpaid invoices over 30 days old. Invoice Amount Date 1. 2. 3. 4. Total Dollars Unpaid: $_____
Prime Contractor:	Contact Person:
**Return one copy of this form to the following address (electronic copy with signature & date is preferred):	
TO MANAGER OF APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)	(AGENCY MBE LIASION OR APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)

Signature:_____ Date:_____
(Required)

ATTACHMENT 2 CODE OF MARYLAND REGULATIONS (COMAR)

Title 21, State Procurement Regulations

(regarding a waiver to a Minority Business Enterprise subcontracting goal)

COMAR 21.11.03.11 - Waiver.

A. If, for any reason, the apparent successful bidder or offeror is unable to achieve the contract goal for certified MBE participation, the bidder or offeror may request, in writing, a waiver to include the following:

1) A detailed statement of the efforts made to select portions of the work proposed to be performed by certified MBEs in order to increase the likelihood of achieving the stated goal;

2) A detailed statement of the efforts made to contact and negotiate with certified MBEs including:

   a) The names, addresses, dates, and telephone numbers of certified MBEs contacted, and

   b) A description of the information provided to certified MBEs regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed;

3) As to each certified MBE that placed a subcontract quotation or offer that the apparent successful bidder or offeror considers not to be acceptable, a detailed statement of the reasons for this conclusion;

4) A list of minority subcontractors found to be unavailable. This list should be accompanied by an MBE unavailability certification (MBE Attachment D6) signed by the minority business enterprise, or a statement from the apparent successful bidder or offeror that the minority business refused to give the written certification: and

5) The record of the apparent successful bidder or offeror's compliance with the outreach efforts required under Regulation .09B(2)(b).

A waiver may only be granted upon a reasonable demonstration by that MBE participation could not be obtained or could not be obtained at a reasonable price.

If the waiver request is determined not to meet this standard, the bidder or offeror will be found non-responsive (bid) or not reasonably susceptible for award (proposal) and removed from further consideration.

B. A waiver of a certified MBE contract goal may be granted only upon reasonable demonstration by the bidder or offeror that certified MBE participation was unable to be obtained or was unable to be obtained at a reasonable price and if the agency head or designee determines that the public interest is served by a waiver. In making a determination under this section, the agency head or designee may consider engineering estimates, catalogue prices, general market availability, and availability of certified MBEs 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 cost of participation, and their impact on the overall cost of the contract to the State and any other relevant factor.

C. An agency head may waive any of the provisions of Regulations .09-.10 for a sole source, expedited, or emergency procurement in which the public interest cannot reasonably accommodate use of those procedures.

D. When a waiver is granted, except waivers under Section C, one copy of the waiver determination and the reasons for the determination shall be kept by the MBE Liaison Officer with another copy forwarded to the Office of Minority Affairs.

ATTACHMENT 2 MBE D-7 MINORITY CONTRACTOR UNAVAILABILITY CERTIFICATE

Section I (to be completed by PRIME CONTRACTOR)

I hereby certify that the firm of _____

(Name of Prime Contractor)

located at _____

(Number) (Street) (City) (State) (Zip)

on _____ contacted certified minority business enterprise, _____

(Date) (Name of Minority Business) ,

located at _____ ,

(Number) (Street) (City) (State) (Zip)

seeking to obtain a bid for work/service for project number_____ , project name_____.

List below the type of work/ service requested:

Indicate the type of bid sought, _____. The minority business enterprise identified above is either unavailable for the work /service in relation to project number _____, or is unable to prepare a bid for the following reasons(s):

The statements contained above are, to the best of my knowledge and belief, true and accurate.

_____

(Name) (Title)

_____

(Number) (Street) (City) (State) (Zip)

_____

(Signature) (Date)

Note: Certified minority business enterprise must complete Section II

Section II (to be completed by CERTIFIED MINORITY BUSINESS ENTERPRISE)

I hereby certify that the firm of _____ MBE Cert #

(Name of MBE Firm)

located at _____

(Number) (Street) (City) (State) (Zip)

was offered the opportunity to bid on project number _____ , ON _____ .

(Date)

by: _____

(Prime Contractor's Name) (Prime Contractor's Official's Name) (Title)

The statements contained in Section I and Section II of this document, to the best of my knowledge and belief, true and accurate.

_____

(Name) (Title) (Phone)

_____

(Signature) (Fax Number)

ATTACHMENT 3 TASK ORDER AGREEMENT

CATS+ TORFP # U00B4400022 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, Department of the Environment (MDE).

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:

   a) "Agency" means the MDE, as identified in the CATS+ TORFP # U00B4400022.

   b) "CATS+ TORFP" means the Task Order Request for Proposals # U00B4400022, dated MONTH DAY, YEAR, including any addenda.

   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 Dinesh Gandhi. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.

   e) "TO Agreement" means this signed TO Agreement between MDE 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 Proposal – Technical and TO Proposal – Financial.

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 super-cede 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. At the sole option of the State, this TO Agreement may be extended for one (1) additional, one (1) year period for a total TO Agreement period ending on Month Day, Year.

4. Consideration and Payment

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

4.2 Payments to the TO Contractor shall be made as outlined Section 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, Department of the Environment (MDE)

_____ _____

By: Dinesh Gandhi, TO Procurement Officer Date

Witness: _____

ATTACHMENT 4 CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

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

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

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

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

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

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

Date:_____ By:_____

(Authorized Representative and Affiant)

ATTACHMENT 5 LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY (INSTRUCTIONS)

1) For this solicitation,
   a) Master Contractors shall propose the CATS+ Labor Category that best fits each proposed resource. Master Contractors shall comply with all personnel requirements under the Master Contract RFP 060B2490023.
   b) Failure of any proposed resource to meet minimum requirements as listed in this TORFP and in the CATS+ Master Contract will result in the entire TO Technical Proposal being deemed not susceptible for award.
2) Form Completion
   a) Complete one Personnel Resume Summary (Attachment 5 Form LC1) per proposed person to present each proposed person's resume in a standard format.
   b) Additional information may be attached to each Personnel Resume Summary that may assist a full and complete understanding of the individual being proposed.

ATTACHMENT 5 FORM LC1 - LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY

CATS+ TORFP # U00B4400022

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

Candidate Name:	
Master Contractor:	<insert Master Contractor name>
Proposed CATS+ Labor Category:	<proposed by Master Contractor>

Education / Training (start with latest degree / certificate)

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

Relevant Work Experience*

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

[Organization] [Title / Role] [Period of Employment / Work (MM/YY – MM/YY)] [Location] [Contact Person (Optional if current employer)]	Description of Work…
[Organization] [Title / Role] [Period of Employment / Work] [Location] [Contact Person]	Description of Work…

Employment History*

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

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

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

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

A) References for Proposed Resource

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

Reference Number:	1
Date From:	<mm/yy>
Date To:	<mm/yy>
Organization Name:	<insert organization name>
Contact Name:	<insert contact>
Contact Phone:	<insert phone>
Contact e-mail:	<insert e-mail>
Details:	<insert details>

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

Master Contractor Representative:

_____ _____ _____

Print Name Signature Date

Proposed Individual:

_____ _____

Signature Date

ATTACHMENT 6 PRE-PROPOSAL CONFERENCE DIRECTIONS

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

Driving directions to:
MDE Headquarters
1800 Washington Blvd.
Baltimore, MD 21230

From points north of Baltimore
Take I-95 South
Go through the Fort McHenry Tunnel
Exit at Exit 53 (I-395)
Bear to the right and follow signs to Martin Luther King Boulevard
Move into the left lane as the roadway descends from the overpass
At the first traffic light, make a left onto Washington Boulevard
Follow Washington Boulevard for approximately one mile
Cross over Monroe Street.
Make a right into the first parking lot entrance (Red Lot)
At the gate press the intercom button and tell the guard that you are visiting MDE for a Pre-Bid Conference
Enter the lobby and proceed to the first floor reception area

From points south of Baltimore
Take I-95 North
Exit at Exit 51 (Washington Boulevard).
At the bottom of the exit ramp, make a left onto Washington Boulevard.
Proceed approximately one half mile and cross over railroad tracks
Turn left into the parking lot entrance just past the railroad tracks (Red Lot)
At the gate press the intercom button and tell the guard that you are visiting MDE for a Pre-Bid Conference
Enter the lobby and proceed to the first floor reception area.

ATTACHMENT 7 NOTICE TO PROCEED (SAMPLE)

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS+ TO Project Number (TORFP #): # U00B4400022

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,

Dinesh Gandhi

Task Order Procurement Officer

Enclosures (2)

cc: Wayne Petrush, TO Manager

Procurement Liaison Office, Department of Information Technology

Project Oversight Office, Department of Information Technology

ATTACHMENT 8 AGENCY RECEIPT OF DELIVERABLE FORM

I acknowledge receipt of the following:

TORFP Title: PERMIT MODERNIZATION

TO Project Number (TORFP #): # U00B4400022

Title of Deliverable: _____

TORFP Reference Section # _____

Deliverable Reference ID # _____

Name of TO Manager: Wayne Petrush

_____ _____

TO Manager Signature Date Signed

Name of TO Contractor's Project Manager: _____

_____ _____

TO Contractor's Project Manager Signature Date Signed

ATTACHMENT 9 AGENCY DELIVERABLE PRODUCT ACCEPTANCE FORM

Agency Name: Maryland Department of the Environment (MDE)

TORFP Title: PERMIT MODERNIZATION

TO Manager: Wayne Petrush, (410) 537-3099

To:

The following deliverable, as required by TO Project Number (TORFP #): # U00B4400022 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 # U00B4400022 for PERMIT MODERNIZATION. 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 Dinesh Gandhi,MDE 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 Department of the Environment (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 PERMIT MODERNIZATION TORFP # U00B4400022 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:	**Maryland Department of the Environment:**
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 ☐ No ☐ (If no, skip to Section 2.)	
B) Do TO invoices match corresponding deliverable prices shown in the accepted Financial Proposal? Yes ☐ No ☐ (If no, explain why)	
C) Is the deliverable acceptance process being adhered to as defined in the TORFP? Yes ☐ No ☐ (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 ☐ No ☐ (If no, explain why)	
B) Are labor rates the same or less than the rates proposed in the accepted Financial Proposal? Yes ☐ No ☐ (If no, explain why)	
C) Is the Master Contractor providing timesheets or other appropriate documentation to support invoices? Yes ☐ No ☐ (If no, explain why)	
Section 3 – Substitution of Personnel	
A) Has there been any substitution of personnel? Yes ☐ No ☐ (If no, skip to Section 4.)	
B) Did the Master Contractor request each personnel substitution in writing? Yes ☐ No ☐ (If no, explain why)	

C) Does each accepted substitution possess equivalent or better education, experience and qualifications than incumbent personnel? Yes ☐ No ☐ (If no, explain why)
Was the substitute approved by the agency in writing? Yes ☐ No ☐ (If no, explain why)
Section 4 – MBE Participation
A) What is the MBE goal as a percentage of the TO value? % (If there is no MBE goal, skip to Section 5)
B) Are MBE reports D-5 and D-6 submitted monthly? Yes ☐ No ☐ (If no, explain why)
C) What is the actual MBE percentage to date? (divide the dollar amount paid to date to the MBE by the total amount paid to date on the TO) % (Example - $3,000 was paid to date to the MBE Subcontractor; $10,000 was paid to date on the TO; the MBE percentage is 30% (3,000 ÷ 10,000 = 0.30))
Is this consistent with the planned MBE percentage at this stage of the project? Yes ☐ No ☐ (If no, explain why)
Has the Master Contractor expressed difficulty with meeting the MBE goal? Yes ☐ No ☐ (If yes, explain the circumstances and any planned corrective actions)
Section 5 – TO Change Management
A) Is there a written change management procedure applicable to this TO? Yes ☐ No ☐ (If no, explain why)
B) Does the change management procedure include the following? Yes ☐ No ☐ Sections for change description, justification, and sign-off Yes ☐ No ☐ Sections for impact on cost, scope, schedule, risk and quality (i.e., the impact of change on satisfying TO requirements) Yes ☐ No ☐ A formal group charged with reviewing / approving / declining changes (e.g., change control board, steering committee, or management team)
C) Have any change orders been executed? Yes ☐ No ☐ (If yes, explain expected or actual impact on TO cost, scope, schedule, risk and quality)
D) Is the change management procedure being followed? Yes ☐ No ☐ (If no, explain why)

SUBMIT AS INSTRUCTED IN TORFP.

ATTACHMENT 13 LIVING WAGE AFFIDAVIT OF AGREEMENT

Contract No. _____
Name of Contractor _____
Address_____
City_____ State_____ Zip Code_____

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

__ Bidder/Offeror is a nonprofit organization

__ Bidder/Offeror is a public service company

__ Bidder/Offeror employs 10 or fewer employees and the proposed contract value is less than $500,000

__ Bidder/Offeror employs more than 10 employees and the proposed contract value is less than $100,000

If the Contract is a Living Wage Contract

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

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

__ All employee(s) proposed to work on the State contract will spend less than one-half of the employee's time during every work week on the State contract;

__ All employee(s) proposed to work on the State contract will be 17 years of age or younger during the duration of the State contract; or

__ All employee(s) proposed to work on the State contract will work less than 13 consecutive weeks on the State contract.

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

Name of Authorized Representative: _____

Signature of Authorized Representative _____

Date: _____ Title: _____

Witness Name (Typed or Printed): _____

Witness Signature and Date: _____

ATTACHMENT 14 MERCURY AFFIDAVIT

THIS SECTION IS NOT APPLICABLE TO THIS TORFP

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

THIS SECTION IS NOT APPLICABLE TO THIS TORFP

ATTACHMENT 16 CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

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

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

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

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

CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

(ii) it is not engaging in investment activities in Iran as described in State Finance & Procurement Article, §17-702.

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

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____ Title: _____

Witness Name (Typed or Printed): _____

Witness Signature and Date: _____

ATTACHMENT 17 SAMPLE WORK ORDER

WORK ORDER	Work Order #	Contract #

This Work Order is issued under the provisions of a XXX contract. The services authorized are within the scope of services set forth in the *Purpose* of the work order.

Purpose

Statement of Work

Requirements:

Deliverable(s), Acceptance Criteria and Due Date(s):

Deliverables are subject to review and approval by the Maryland Department of the Environment (MDE) prior to payment.

(Attach additional sheets if necessary)

Start Date		End Date	

Cost

	Description for Task / Deliverables	Quantity (if applicable)	Labor Hours (Hrs.)	Labor Rate	Estimate Total
1.				$	$
2.				$	$
*Include WBS, schedule and response to requirements.		MDE 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 SECTION IS NOT APPLICABLE TO THIS TORFP

ATTACHMENT 19 CRIMINAL BACKGROUND CHECK AFFIDAVIT

THIS SECTION IS NOT APPLICABLE TO THIS TORFP