

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

## GIS SUPPORT AND SERVICES

CATS+ TORFP # 060B6400037



Department of Information Technology (DoIT)

Issue Date: June 2, 2016

## KEY INFORMATION SUMMARY SHEET

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

Solicitation Title:	GIS Support and Services
Solicitation Number (TORFP #):	<b>060B6400037</b>
Functional Area:	Functional Area 4 - Geographical Information Systems
Issue Date:	06/ 02/ 2016
Questions Due Date and Time:	<b>06/ 10/ 2016</b> at <b>02:00 PM</b> Local Time
Closing Date and Time:	<b>06/ 23/ 2016</b> at <b>02:00 PM</b> Local Time
TO Requesting Agency:	DoIT Geographic Information Office (GIO Office)
Send Proposals to:	Sini Jacob <a href="mailto:Sini.Jacob@maryland.gov">Sini.Jacob@maryland.gov</a> <b>E-mail submission strongly preferred.</b>
Send Questions to (e-mail only)	<a href="mailto:Sini.Jacob@maryland.gov">Sini.Jacob@maryland.gov</a>
TO Procurement Officer:	Sini Jacob Office Phone Number: 410-260-6162 Office Fax Number: 410-974-5615
TO Manager:	Julia Fischer Office Phone Number: 410-260-7062 Office Fax Number: 443-926-9742 e-mail address: <a href="mailto:julia.fischer@maryland.gov">julia.fischer@maryland.gov</a>
TO Type:	Time and materials and Fixed Price
Period of Performance:	Three (3) year base period and two (2) one-year option periods
MBE Goal:	7%
VSBE Goal:	1%
Small Business Reserve (SBR):	No
Primary Place of Performance:	Contractor's site with some on-site (currently 45 Calvert St, Annapolis, MD 21401)
TO Pre-proposal Conference:	DoIT 45 Calvert Street, Annapolis MD 21401 Room 164 06/08/2016 at 1:00 PM Local Time See Attachment 6 for directions.

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## SECTION 1 - ADMINISTRATIVE INFORMATION

### 1.1 TORFP SUBJECT TO CATS+ MASTER CONTRACT

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

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

### 1.2 ROLES AND RESPONSIBILITIES

Personnel roles and responsibilities under the TO:

- A. **TO Procurement Officer** – The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement.
- B. **TO Manager** - The TO Manager has the primary responsibility for the management of the work performed under the TO Agreement, administrative functions, including issuing written directions, and for ensuring compliance with the terms and conditions of the CATS+ Master Contract. The TO Manager may designate one or more persons to act as his representative in connection with the foregoing activities.

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

- C. **TO Contractor** – The TO Contractor is the CATS+ Master Contractor awarded this TO. The TO Contractor shall provide human resources as necessary to perform the services described in this TORFP Scope of Work.
- D. **TO Contractor Manager** – The TO Contractor Manager will serve as primary point of contact with the TO Manager to regularly discuss progress of tasks, upcoming tasking, historical performance, and resolution of any issues that may arise pertaining to the TO Contractor Personnel. The TO Contractor Manager will serve as liaison between the TO Manager and the senior TO Contractor management.
- E. **TO Contractor Personnel** – TO Contractor employees and agents and employees and agents of Subcontractors performing work at the direction of the TO Contractor.
- F. **Key Personnel** – TO Contractor Personnel whose departure during the performance period, will, in the State's opinion, have a substantial negative impact on TO performance. Key personnel proposed as part of the TO Proposal shall start as of issuance of a NTP (Notice-To-Proceed) unless specified otherwise in this TORFP or the Offeror's TO Technical Proposal. Key Personnel may be identified after TO award.

### **1.3 TO AGREEMENT**

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

### **1.4 TO PROPOSAL SUBMISSIONS**

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

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

### **1.5 ORAL PRESENTATIONS/INTERVIEWS**

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

In the event that more than ten (10) qualified proposals are received, the TO Procurement Officer may elect to follow a down-select process as more fully described in Section 5.3.

### **1.6 QUESTIONS**

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

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

### **1.7 TO PRE-PROPOSAL CONFERENCE**

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

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

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

In order to assure adequate seating and other accommodations at the pre-proposal conference please email the Procurement Officer indicating your planned attendance no later than 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 Procurement Officer no later than five (5) business days prior to the pre-proposal conference. DoIT will make reasonable efforts to provide such special accommodation.

### **1.8 CONFLICT OF INTEREST**

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

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

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

### **1.9 LIMITATION OF LIABILITY**

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

### **1.10 CHANGE ORDERS**

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

### **1.11 TRAVEL REIMBURSEMENT**

There shall be no reimbursement for Routine Travel. Contractor shall not be reimbursed for Non-routine Travel without prior approval from the Contract Manager.

Routine Travel is defined as travel within a 50-mile radius of the TO Requesting Agency's base location, as identified in the RFP, or the Contractor's facility, whichever is closer to the consulting site. There will be no payment for labor hours for travel time or reimbursement for any travel expenses for work performed within these radiuses or at the Contractor's facility.



Non-routine travel is defined as travel beyond the 50-mile radius of TO Requesting Agency's base location, as identified in the RFP, or the Contractor's facility, whichever is closer to the consulting site. Non-routine travel will be reimbursed according to the State's travel regulations, and reimbursement rates, which can be found at: <http://dbm.maryland.gov/> - search: Fleet Management. If non-routine travel is conducted by automobile, the first 50 miles of such travel will be treated as routine travel, and as described above, and will not be reimbursed. The Contractor may bill for labor hours expended in non-routine traveling beyond the identified 50-mile radius, only if so specified in the RFP or work order.

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

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

#### 1.12.1 MBE PARTICIPATION REPORTS

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

- A) Monthly reporting of MBE participation is required in accordance with the terms and conditions of the CATS+ Master Contract by the 15th day of each month.
- B) The TO Contractor shall provide a completed MBE Prime Contractor Paid/Unpaid MBE Invoice Report (Attachment 2-4A) and, if applicable, MBE Prime Contractor Report (Attachment 2-4B) to the TO Requesting Agency at the same time the invoice copy is sent.
- C) The TO Contractor shall ensure that each MBE subcontractor provides a completed Subcontractor Paid/Unpaid MBE Invoice Report (Attachment 2-5).
- D) Subcontractor reporting shall be sent directly from the subcontractor to the TO Requesting Agency. The TO Contractor shall e-mail all completed forms, copies of invoices and checks paid to the MBE directly to the TO Manager.

### 1.13 VETERAN OWNED SMALL BUSINESS ENTERPRISE (VSBE)

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

**1.14 NON-DISCLOSURE AGREEMENT**

**1.14.1 NON-DISCLOSURE AGREEMENT (OFFEROR)**

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

**1.14.2 NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)**

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

**1.15 LIVING WAGE**

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

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

**1.16 IRANIAN NON-INVESTMENT**

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

**1.17 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES**

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

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

**1.18 MERCURY AND PRODUCTS THAT CONTAIN MERCURY**

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

**1.19 PURCHASING AND RECYCLING ELECTRONIC PRODUCTS**

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

**1.20 DEFINITIONS**

Access	An ability or means to read, write, modify, or communicate data/information or otherwise use any information system resource
Business Day	Monday through Friday (excluding State holidays)

Data Breach	The unauthorized acquisition, use, modification or disclosure of Sensitive Data
Geographic Information Systems (GIS)	A system designed to capture, store, manipulate, analyze, manage, and present all types of spatial and geographical data.
Handle	Collect, store, transmit, have access to data
Information System	A discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information
Information Technology (IT)	All electronic information-processing hardware and software, including: (a) maintenance; (b) telecommunications; and (c) associated consulting services
Local Time	Time in the Eastern Time zone as observed by the State of Maryland. Unless otherwise specified, all stated times shall be Local Time, even if not expressly designated as such
Normal State Business Hours	Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except State Holidays, which can be found at: <a href="http://www.dbm.maryland.gov">www.dbm.maryland.gov</a> – keyword: State Holidays
Notice to Proceed (NTP)	A written notice from the TO Procurement Officer that work on the Task Order, project or Work Order shall begin on a specified date. Additional NTPs may be issued by either the TO Procurement Officer or the TO Manager regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.
NTP Date	The date specified in an NTP for work on the Task Order, project or Work Order to begin
Offeror	A Master Contractor that submits a proposal in response to this TORFP
Security Incident	A violation or imminent threat of violation of computer security policies, Security Measures, acceptable use policies, or standard security practices. “Imminent threat of violation” is a situation in which the organization has a factual basis for believing that a specific incident is about to occur.
Security or Security Measures	The technology, policy and procedures that a) protect and b) control access to networks, systems, and data
State	The State of Maryland
Subcontractor	An agent, service provider, supplier, or vendor selected by the TO Contractor to provide services or products under the direction of the TO Contractor or other Subcontractors, and including any direct or indirect Subcontractors of a Subcontractor. Subcontractors are subject to the same terms

	and conditions as the TO Contractor.
Task Order (TO)	The scope of work described in this TORFP
Task Order Agreement	The contract awarded to the successful Offeror pursuant to this Task Order Request for Proposals, the form of which is attached to this TORFP as Attachment 3
TO Proposal	As appropriate, either or both an Offeror's Technical or Financial Proposal to this TORFP
TO Request for Proposals (TORFP)	This Task Order Request for Proposal, including any amendments / addenda thereto
Technical Safeguards	The technology and the policy and procedures for its use that protect Sensitive Data and control access to it
Total Evaluated Price	The Offeror's total proposed price for products/services proposed in response to this solicitation, included in the TO Price Sheet, and used in the financial evaluation of TO Proposals
Veteran-owned Small Business Enterprise (VSBE)	A business that is verified by the Center for Verification and Evaluation (CVE) of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13 and <a href="http://www.vetbiz.gov">http://www.vetbiz.gov</a> .
Work Order	A subset of work authorized by the TO Manager performed under the general scope of this TORFP, which is defined in advance of fulfillment, and which may not require a change order. Except as otherwise provided, any reference to the TO shall be deemed to include reference to a Work Order.
Working Day(s)	Same as "Business Day"

### 1.21 TO AGREEMENT DURATION

In accordance with BPW Advisory 1995-1, in the event there are unspent funds remaining on the TO, prior to the TO Agreement expiration date the TO Procurement Officer may modify the TO term to extend the TO beyond its expiration date for a period up to, but not exceeding, one-third of the base term of the TO (e.g., eight-month extension on a two-year TO) for the performance of work within the TO's scope of work. Notwithstanding anything to the contrary, no funds may be added to the TO in connection with any such extension.

## SECTION 2 - COMPANY AND PERSONNEL QUALIFICATIONS

### 2.1 MINIMUM QUALIFICATIONS

#### 2.1.1 OFFEROR'S COMPANY MINIMUM QUALIFICATIONS

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

The Master Contractor's proposal shall demonstrate that it meets the following minimum requirements:

- 1) *GIS Application Development.* The Offeror shall provide evidence that it has successfully performed at least two (2) years of experience developing GIS applications for government or private sector entities based on the Esri platform. All experience must have been within the last four (4) years. The Offeror may use a single example or multiple examples of past performance to meet the minimum qualifications. In addition, the combined past performance must demonstrate the following:
  - a) At least two (2) years of experience developing in the Esri Server-side and ArcGIS platforms.
  - b) At least one (1) year of experience developing in the Esri Web AppBuilder and ArcGIS Open Data platforms.
  - c) At least two (2) years of database management administration, using Microsoft SQL Server, version 2008 or newer, as it relates to systems that support GIS.
- 2) *Software Development.* The Offeror shall provide an example of past performance that demonstrates it has at least two (2) years of experience developing in each of the following programming languages: HTML5, JavaScript, CSS, Python, and VBScript.
- 3) *GIS Analysis and Data Development.* The Offeror shall provide evidence that it has at least four (4) years of experience in GIS analysis and data development, including experience creating Federal Geographic Data Committee (FGDC) compliant metadata.

#### 2.1.2 OFFEROR'S PREFERRED QUALIFICATIONS

An offeror that demonstrates in its proposal that it has experience with the following may receive a more favorable technical evaluation under the Master Contractor overall experience and capability criteria:

1. At least one (1) year of experience developing with the following Esri extensions: Image Server, and GeoEvent Processor, version 10.x or newer.
2. At least one (1) year of experience within the last two (2) years developing in each of the following programming languages, : .NET, ArcObjects, Visual Basic, PHP and VBScript using GIS-specific frameworks, toolkits, and code libraries.

## 2.1.3 OFFEROR'S PERSONNEL MINIMUM QUALIFICATIONS

### 2.1.3.1 KEY PERSONNEL

Master Contractors may only propose **two (2) Key Personnel**, which are a GIS Application Development Support – Junior and a GIS Technician II. The GIS Application Development Support – Junior role will support application development and maintenance across all in-scope task areas, including, but not limited to: WebEOC, Socrata, and MD iMAP platforms. The GIS Technician II role will support data creation, manipulation, analysis, and accompanying documentation, also across all in-scope task areas. Both of these key personnel positions may be assigned to projects in-progress as well as new. All other planned positions shall be described generally in the Staffing Plan, and may not be used as evidence of fulfilling company or personnel minimum qualifications.

Only those Master Contractors proposing Key Personnel that fully meet all minimum qualification criteria shall be eligible for TORFP proposal evaluation.

The Key Personnel proposed under this TORFP must meet all minimum qualifications for the labor category proposed, as identified in the CATS + Master Contract Section 2.10 plus the minimum qualifications listed below. Resumes shall clearly outline starting dates and ending dates for each applicable experience or skill.

#### 1. GIS APPLICATION DEVELOPMENT SUPPORT - JUNIOR

- a) Two (2) years of experience developing in each of the following platforms: Esri Server-side, and ArcGIS Online.
- b) One (1) year of experience developing in Esri Web AppBuilder.
- c) Two (2) years of experience developing in each of the following programming languages: HTML5, JavaScript, CSS, and Python in conjunction with GIS-specific frameworks, toolkits, and code libraries.
- d) Experience developing in each of the following programming languages, within the last two (2) years: .NET, ArcObjects, Visual Basic, PHP, Java, and VBScript in conjunction with GIS-specific frameworks, toolkits, and code libraries.
- e) Two (2) years of experience working with and manipulating data in formats such as GeoJSON, JSON, XML, CSV, and SQL
- f) Two (2) years of experience in web and graphics design.
- g) Two (2) years of experience in implementation related to GIS mapping applications.
- h) Two (2) years of experience in web and graphics design related to GIS mapping applications.

#### 2. GIS TECHNICIAN II

- a) Two (2) years of experience utilizing the following platforms: Esri Desktop, and ArcGIS Online.
- b) Two (2) years of experience creating spatial databases from scratch or work with existing databases.
- c) Two (2) years of experience utilizing GIS analysis and model building.



- d) Two (2) years of experience generating metadata consistent with FGDC standards.

### **2.1.3.2 ADDITIONAL PERSONNEL AND QUALIFICATIONS**

The following are positions that may be needed to fulfill the requirements for this TORFP. For Personnel provided after TO award, DoIT expects the individuals furnished to have the following experience in addition to the minimum qualifications listed in the CATS+ Master Contract Section 2.10.

#### **1. GIS APPLICATION DEVELOPMENT SUPPORT - SENIOR**

- a) Four (4) years of experience in desktop development using .NET, ArcObjects, and Visual Basic in conjunction with GIS-specific frameworks, toolkits, and code libraries.
- b) Four (4) years of experience in web development using HTML5, JavaScript, Python, and CSS in conjunction with GIS-specific frameworks, toolkits, and code libraries.
- c) Four (4) years of experience in developing software with a scripting language such as Visual Basic, PHP, Java, and VBScript in conjunction with GIS-specific frameworks, toolkits, and code libraries.
- d) Four (4) years of experience working with and manipulating data in formats such as GeoJSON, JSON, XML, CSV, and SQL.

#### **1. GIS ANALYST**

- a) Three (3) years of experience providing GIS Analyst support for projects already underway and for any new projects.
- b) Three (3) years of experience creating spatial databases from scratch or work with existing databases.
- c) Three (3) years of experience utilizing GIS Analysis and model building.
- d) Three (3) years of experience generating metadata consistent with FGDC standards.
- e) Three (3) years of experience utilizing ArcGIS Online, a cloud-based resource.

#### **2. DATABASE MANAGEMENT SPECIALIST - SENIOR**

- a) Five (5) years of experience identifying database requirements by interviewing customers; analyzing department applications, programming, and operations; evaluating existing systems and designing proposed systems.
- b) Five (5) years of experience recommending solutions by defining database physical structure and functional capabilities, database security, data back-up, and recovery specifications.
- c) Five (5) years of experience maintaining database performance by calculating optimum values for database parameters; implementing new releases; completing maintenance requirements; evaluating computer operating systems and hardware products.
- d) Five (5) years of experience with the enterprise relational database management system (RDBMS) SQL Server.
  - i. SQL Server 2012
  - ii. SQL Server 2014
- e) Three (3) years of experience with open source database technologies, such as PostgreSQL.

**3. DATABASE MANAGEMENT SPECIALIST - JUNIOR**

- a) Two (2) years of experience identifying database requirements by interviewing customers; analyzing department applications, programming, and operations; evaluating existing systems and designing proposed systems.
- b) Two (2) years of experience recommending solutions by defining database physical structure and functional capabilities, database security, data back-up, and recovery specifications.
- c) Two (2) years of experience maintaining database performance by calculating optimum values for database parameters; implementing new releases; completing maintenance requirements; evaluating computer operating systems and hardware products.
- d) Two (2) years of experience with the enterprise relational database management system (RDBMS) SQL Server.
  - i. SQL Server 2012
  - ii. SQL Server 2014
- e) One (1) year of experience with open source database technologies, such as PostgreSQL.

**4. INCIDENT MANAGEMENT APPLICATION DEVELOPER**

- a) Two (2) years of experience customizing and maintaining incident management software, such as WebEOC.

**5. OPEN DATA APPLICATION DEVELOPER**

- a) One (1) year of experience customizing and managing open data software such as Socrata.
- b) One (1) year of experience in developing software with a scripting language such as JavaScript, Python or VBScript.
- c) One (1) year of experience working with APIs for open data services such as Socrata.
- d) One (1) year of experience working with and manipulating data formats such as JSON, XML, CSV, and SQL.

**6. PROGRAM MANAGER**

- a) Five (5) years of experience providing IT project management support for projects already underway and for any new projects.
- b) Five (5) years of experience managing on-going maintenance and enhancement efforts for existing applications.
- c) Five (5) years of experience providing business analysis and requirements gathering support.
- d) Five (5) years of experience generating documentation for any existing process that is not documented.
- e) Five (5) years of experience preparing documents for all new processes.
- f) Five (5) years of experience acting as liaison between end-users and technical staff.
- g) Five (5) years of experience managing a team of subject matter experts and technical experts of the project to ensure project completion.

**7. PROJECT MANAGER**



- a) Three (3) years of experience providing IT project management support for projects already underway and for any new projects.
- b) Three (3) years of experience managing on-going maintenance and enhancement efforts for existing applications.
- c) Three (3) years of experience providing business analysis and requirements gathering support.
- d) Three (3) years of experience generating documentation for any existing process that is not documented.
- e) Three (3) years of experience preparing documents for all new processes.
- f) Three (3) years of experience acting as liaison between end-users and technical staff.
- g) Three (3) years of experience managing a team of subject matter experts and technical experts of the project to ensure project completion.

#### **8. SERVER SUPPORT**

- a) Three (3) years of experience working with network and IT systems environment, including protocols (TCP/IP), equipment, services (DNS), etc.
- b) Three (3) years of experience working with Microsoft Windows Server Family, including (but not limited to)
  - i. Windows Server 2008
  - ii. Windows Server 2012
- c) Three (3) years of experience working with ArcGIS Server, including the installation, configuration and maintenance of ArcGIS Server.
- d) Three (3) years of experience working with monitoring server performance and utilizing the associated tools to do so.

#### **9. SOFTWARE DEVELOPER**

- a) Three (3) years of experience desktop development in Java, .NET, PHP, and Visual Basic.
- b) Three (3) years of experience web development in HTML5, JavaScript, and CSS.
- c) Three (3) years of experience in developing software with a scripting language such as Python or VBScript.

#### **10. TECHNICAL WRITER/EDITOR**

- a) Three (3) years of experience creating user documentation for a variety of material, including how-to guides and instruction manuals.
- b) Three (3) years of experience producing technical verbiage is easy to understand by the layperson.
- c) Three (3) years of experience writing clear and concise policies, procedures and other technical documents in free-form or using templates or other pre-formatted styles.

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## SECTION 3 - SCOPE OF WORK

### 3.1 PURPOSE

DoIT is issuing this CATS+ TORFP to obtain Information Technology Solutions, GIS, Integrated Marketing Solutions and Strategic Consulting support and services in accordance with the scope of work described in this Section 3.

As part of the evaluation of the proposal for this TO, Master Contractors shall propose exactly two (2) Key Personnel, and shall describe in a Staffing Plan how additional resources shall be acquired to meet the needs of the TO Requesting Agency. All other planned positions shall be described generally in the Staffing Plan, and may not be used as evidence of fulfilling company or personnel minimum qualifications.

DoIT expects the proposed Key Personnel to support the advancement of the Geographic Information Office (GIO) Team mission, as described in Section 3.2. This shall be completed through full-time and on-demand tasks that contribute to the initiatives of the GIO Team in the areas of geospatial data, alphanumeric data, and situational awareness, as described in Section 3.2.

The TO Contractor shall furnish the two (2) Key Personnel resources as set forth in a Notice to Proceed. Additional resources and/or services beyond the initial two key personnel will be requested through a Work Order process (See Section 3.9). Work Order(s) in support of multiple task areas shall be put in place at the outset of the TO Agreement term, to be used on an as-needed basis, in order to streamline task response and support availability.

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

### 3.2 REQUESTING AGENCY BACKGROUND

The mission of the DoIT GIO is: 1) To improve the quality and lower the cost of State government services, by managing State data as an enterprise resource; 2) To help State agencies present information in compelling ways that enhance the understanding and utility of the data, and; 3) To facilitate the sharing of the data freely and publicly to the fullest extent possible in consideration of privacy and security.

The team focuses primarily on three (3) types of structured data: geospatial, alphanumeric (non-spatial), and situational awareness. Typically, the team manages and presents data using COTS platforms, occasionally customizing those platforms to meet the State's requirements. The primary platforms are Esri (<http://www.esri.com/>) for geospatial data, Socrata (<https://www.socrata.com/>) for alphanumeric data (non-spatial), and a combination of WebEOC (<https://www.intermedix.com/solutions/webeoc>), and Esri for situational awareness. The successful responder will assist DoIT with development, management, and presentation of data using these platforms.

Because the team focuses on small projects, and builds on top of COTS platforms and APIs, development is usually handled by one (1) developer per task or at most a small team. Agile development methods, with rapid iterations, have been very successful in the past. The State of Maryland System Development Life Cycle is available, but not required.

DoIT provides support to the Maryland Emergency Management Agency (MEMA) and other public safety agencies. This support may take the form of providing 24/7 support during emergencies or declared disasters. When called upon, the support is of an urgent nature and requires qualified personnel to fulfill the need within a number of hours, without requiring an orientation at that time to MEMA. During this time personnel may be both on-site and off-site. Assistance may include creating new databases, collecting data from different agencies or local governments and standing up mapping applications with very tight deadlines with senior state officials engaged. Offerors should take particular notice of this need, as furnishing qualified personnel to meet these on-demand needs, and ensuring that these personnel have appropriate knowledge and advance training is very important to the State.

### 3.3 PROJECT BACKGROUND

#### 3.3.1 Incident Management Software (WebEOC)

- a. WebEOC supports all branches of MEMA, including, Maryland agency sponsored Emergency Support Function (ESF) groups, executive management, planning, GIS, and the Maryland Joint Operations Center (MJOC). The solution provides MEMA with event reporting, resource management, staff logs, and after action reports and allows MEMA to effectively work with local government emergency management, and the Federal Emergency Management Agency (FEMA). TO Contractor support for WebEOC development will allow MEMA to better support its internal workflows with enhanced products, and communicate more efficiently.
- b. MEMA's WebEOC environment (production and development) is deployed as follows:
  - i. WebEOC Software: WebEOC Professional 7.8.0.5
  - ii. Operating System: Microsoft Windows Server 2008 R2 Standard
  - iii. Database: Microsoft SQL Server 2008 R2 Standard
  - iv. Web Server: Microsoft IIS 8.5
  - v. Replication Software: Double Take Availability 7.1 Standard Edition
- c. MEMA's GIS environment is deployed as follows:
  - i. Operating System: Microsoft Windows Server 2012 R2 Data Center Edition
  - ii. Database: Microsoft Server 2012
  - iii. Web Server: Microsoft IIS 8.5
  - iv. GIS Software: ArcGIS 10.3.1 Platform

#### 3.3.2 Open Data Portal Software Development Support (<https://data.maryland.gov>)

- a. The Maryland Open Data Portal serves as a central warehouse of State data published in open accessible formats. This site's goal is to be a central location for all of Maryland's public data, increasing government transparency, and accountability by providing Marylanders with an unprecedented level of access

to their state government. Numerous geospatial and alphanumeric data are available for search. Built-in tools allow for visualization of the data in a table, graph, map or dashboard format. The Maryland Open Data Portal is powered by the cloud-based resource of Socrata (<https://www.socrata.com/>), and managed by DoIT.

### 3.3.3 MD iMAP Support (<http://imap.maryland.gov>)

- a. MD iMAP is Maryland's enterprise GIS infrastructure, managed by DoIT, providing geospatial web, cloud, and desktop solutions to assist the public and government with production, storage, analysis, management, and presentation of physical features linked to a location. MD iMAP acts as a central repository that offers authoritative data, along with tools and applications that suit the technical abilities of a range of users. MD iMAP offers open data solutions that can be integrated into many additional products by end users. MD iMAP lends accountability to programs with shared, accessible data, and interoperable mapping tools. MD iMAP also serves as an infrastructure for building specialized applications, and services to help agencies develop solutions related to the environment, public health, emergency response, business development, planning, education, and transportation, and streamline business processes that use geospatial information.
- b. MD iMAP (ArcGIS for Server) system is deployed as follows:
  - i. Operating System: Microsoft Windows Server 2012 R2 Data Center Edition
  - ii. Database: Microsoft SQL Server 2014
  - iii. Web Server: Microsoft IIS 8.5
  - iv. GIS Software: ArcGIS 10.3.1 Platform

## 3.4 PROFESSIONAL DEVELOPMENT

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

## 3.5 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES

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

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

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

- A. The State of Maryland System Development Life Cycle (SDLC) methodology, or as otherwise approved by TO Manager.

- B. The State of Maryland Information Technology Security Policy and Standards
- C. The State of Maryland Information Technology Non-Visual Access Standards
- D. The TO Contractor shall follow project management methodologies consistent with the Project Management Institute's Project Management Body of Knowledge Guide.
- E. TO Contractor assigned personnel shall follow a consistent methodology for all TO activities.
- F. The State's Information Technology Project Oversight Policies for any work performed under this TORFP for one or more Major IT Development Projects (MITDPs)

### **3.6 REQUIREMENTS**

#### **3.6.1 TRANSITION-IN REQUIREMENTS**

- 3.6.1.1** The TO Contractor shall schedule and hold an in-person kick-off meeting at DoIT's headquarters (currently 45 Calvert Street, Annapolis, MD) within two (2) weeks of award of this TO. Attendees shall include, at a minimum, the TO Contractor Manager and a representative from each subcontractor.
- 3.6.1.2** The TO Contractor shall develop the agenda for the kick-off meeting, and shall submit a draft agenda for review by the TO Manager, at least one (1) week prior to the scheduled meeting. The listed agenda topics shall include, but are not limited to:
- a. Team member introductions, including contact information, experience, and anticipated role within the team, as it relates to the TO services, and support
  - b. An in-depth review of DoIT's existing resources and systems to be provided by DoIT, including existing custom code, applications, and workflows
  - c. Furnishing primary and backup coverage schedules (see 3.6.9)

#### **3.6.2 TRANSITION-OUT REQUIREMENTS**

- 3.6.2.1** Documentation shall be an on-going process. End of TO documentation shall include, but is not limited to the following:
- a. A Task Status Report indicating the status of all tasks assigned throughout the duration of the TO. A status of Complete, In Progress or Not Started will be assigned to each task.
    - 1. Complete meaning all task deliverables have been provided to DoIT. DoIT has approved/accepted all deliverables related to the task.
    - 2. In Progress meaning that work has begun on the task, but some or none of the deliverables have been delivered to DoIT.
    - 3. Not Started meaning work has not begun on this task and there are no deliverables ready for delivery to DoIT.
  - b. For tasks indicated as "In Progress" or "Not Started", accompanying documentation shall include, but not be limited to
    - 1. A description of the tasks to be completed.
    - 2. An estimated number of hours to complete

3. The resources (software, programming languages, etc.) that are recommended to complete the task.

### **3.6.3 TO CONTRACTOR RESPONSIBILITIES**

- 3.6.3.1** The TO Contractor shall provide staffing and resources to fully supply the following services as identified in this Section 3.6 Requirements:
- A. GIS – This includes, but is not limited to, spatial analysis, development of map-enabled computer applications, geographic system integration, cloud-enabled solutions development, support, maintenance, and integration, open source GIS solutions development, support, maintenance, integration, and any other services related to GIS projects.
  - B. Information Technology Solutions – This includes, but is not limited to, software development, custom programming, website development, mobile-enabled website development, mobile application development, web application development, business process analysis/re-engineering, technical documentation, and IT project management.
  - C. Integrated Marketing Solutions – This includes, but is not limited to, graphic design, branding, marketing, and social media strategy development, promotional materials development, video production, and any other services related to user interface development.
  - D. Strategic Consulting – This includes, but is not limited to, writing funding impact studies, integrated solutions impact analyses, software, and services migration impact analyses.
- 3.6.3.2** The TO Contractor shall maintain continuity of qualified staff coverage for full-time and on-demand support.
- 3.6.3.3** The TO Contractor shall ensure that all qualified staff have been briefed on the existing systems and workflows and any in-progress work, as it relates to this TO. The TO Contractor shall address all issues that arise as they relate to staff coverage and briefing for the duration of this TO.
- 3.6.3.4** As directed by the TO Manager under a Work Order, the TO Contractor shall deliver: Graphics and Icons Inventory and Files; a Communications and Marketing Plan; and Training Materials
- 3.6.3.5** Establishment and maintenance of a primary and back-up coverage schedule, for all Work Orders (including both full-time and on-demand TO Contractor Personnel), to include names and contact information (phone number and email).

### 3.6.4 TO CONTRACTOR PERSONNEL DUTIES AND RESPONSIBILITIES

During the course of this TO, the TO Contractor shall be responsible for the following, as defined in a Work Order and directed by the TO Manager:

**3.6.4.1** Supporting the following products and their associated development, production, and where utilized, test environments - ArcGIS Online, ArcGIS Server, the GIS Data Catalog (ArcGIS Open Data), Feature Manipulation Engine (FME), Socrata, Web AppBuilder, and WebEOC (see Section 3.6.6).

**3.6.4.2** Provide application development support, including but not be limited to, the following:

1. Creation and maintenance of new custom tools and applications
2. Maintenance and redesign of legacy tools and applications
3. Troubleshoot new and legacy custom tools and applications during business and non-business hours
4. Creation of new and updates to existing desktop and web development code
5. System integration of new and existing custom tools and applications
6. Test new and legacy custom tools and applications upon major and minor version upgrades
7. Document all new custom tool and application development.

**3.6.4.3** Provide data development support including but not limited to, the following:

1. On-site support to maintain consistency, accuracy, and currency of datasets and services
2. Prepare, publish, and maintain existing datasets and services, and associated features, attributes, and metadata
3. Research, and identify other State agency data for inclusion as datasets and services
4. For partnering agencies, identify data preparation needs, assess data transfer needs, modify source data to meet feature, attribute, and metadata standards
5. Document all data analysis workflows.

**3.6.4.4** Provide system support, including but not limited to, the following:

1. Support implementation, testing, and maintenance of single sign-on authentication
2. Documentation of workflows for system implementation
3. Provide custom data driven reports to support output data
4. Develop workflows, and documentation related to administration of organizational systems
5. Document workflows for connecting to and using MEMA's implementation of WebEOC



3.6.4.5 Provide program enhancement and expansion support, including but not limited to, the following:

1. Research, test, and prepare for discussion with resource provider, Esri, as it relates to the GIS Data Catalog (ArcGIS Open Data).
2. Support open source GIS cloud, desktop and server products and software
3. Support open source GIS tools, and application development
4. Support social media, and communications integration, and implementation
5. Document recommendations for improvements and enhancements to advance the mission described in Section 3.2.

### 3.6.5 FUNCTIONAL / BUSINESS REQUIREMENTS

The TO Contractor for both full-time and on-demand services shall -

<b>ID #</b>	<b>Functional / Business Requirements</b>	<b>Associated Deliverable ID # from Section 3.8.4 below as applicable</b>
<b>3.6.5.1</b>	Create, provide, and maintain documentation for workflows connecting to, and using MEMA's implementation of WebEOC.	Not Applicable
<b>3.6.5.2</b>	Create, provide, and maintain custom data driven reporting to support output of WebEOC data.	Not Applicable
<b>3.6.5.3</b>	Create, provide, and maintain graphics and icons for web-based marketing and branding of MD iMAP	Not Applicable
<b>3.6.5.4</b>	Create, provide, and maintain dashboards to monitor system usage and availability.	Not Applicable
<b>3.6.5.5</b>	Create, provide, and maintain automated data processing workflows	Not Applicable
<b>3.6.5.6</b>	Develop, provide, and maintain a communication plan to improve current communication with internal and external customers	Not Applicable
<b>3.6.5.7</b>	Develop, provide, and maintain training materials to instruct customers on how to use available software, tools, and applications via step-by-step written instructions and videos	Not Applicable
<b>3.6.5.8</b>	Create, provide, and maintain new custom tools and applications	Not Applicable
<b>3.6.5.9</b>	Perform redesign and redevelopment of legacy tools and applications	Not Applicable
<b>3.6.5.10</b>	Create and provide monthly, and annual reports related to resource usage. Obtain values through the DoIT license manager, OpenLM, ArcGIS Online for Maryland AGOL accounts, Google Analytics, and Twitter.	Not Applicable



### 3.6.6 TECHNICAL REQUIREMENTS

Tasks under this scope of work shall require expertise in the below listed software versions. The TO Contractor shall define the distinctions in skills and experience between senior and junior personnel qualifications, within the Staffing Plan (See Section 4), based upon the Technical Requirements listed below.

ID #	Technical Requirements	Associated Deliverable ID # from Section 3.8.4 below as applicable
3.6.6.1	Esri Suite (Desktop, Server, and Extensions) Desktop: Version 10.3 or newer Server: Version 10.3 or newer Extensions: Image Server, GeoEvent Processor, at a minimum, but not limited to those listed	Not Applicable
3.6.6.2	Feature Manipulation Engine (FME) Software – <a href="http://www.safe.com/">http://www.safe.com/</a> Server Software: FME Server 2015 Desktop Software: FME Desktop 2015 Esri Edition	Not Applicable
3.6.6.3	ArcGIS Online (AGOL) <a href="http://www.arcgis.com/home/">http://www.arcgis.com/home/</a>	Not Applicable
3.6.6.4	ArcGIS Open Data cloud-based solution <a href="http://opendata.arcgis.com">http://opendata.arcgis.com</a>	Not Applicable
3.6.6.5	Esri Web AppBuilder <a href="http://www.esri.com/software/web-appbuilder">http://www.esri.com/software/web-appbuilder</a>	Not Applicable
3.6.6.6	Development using HTML5, JavaScript, CSS, and Python programming languages.	Not Applicable
3.6.6.7	GIS-specific frameworks, toolkits, and code libraries, including, but not limited to Dojo and Dijit.	Not Applicable
3.6.6.8	Creating and updating entries within GitHub and integrating code updates.	Not Applicable
3.6.6.9	Development using .NET, ArcObjects, Visual Basic, PHP, Java, and VBScript.	Not Applicable
3.6.6.10	Microsoft SQL Server, version 2008 or newer.	Not Applicable
3.6.6.11	Support of Open Source GIS software and database systems, including, but not limited to Quantum GIS and	Not Applicable

ID #	Technical Requirements	Associated Deliverable ID # from Section 3.8.4 below as applicable
	PostGrESQL.	
3.6.6.12	Development using Open Source programming languages, including, but not limited to Leaflet, and MapBox.	Not Applicable
3.6.6.13	SecureAuth for single sign-on implementation <a href="http://www.secureauth.com/">http://www.secureauth.com/</a>	Not Applicable
3.6.6.14	Google Analytics <a href="http://www.google.com/analytics/">http://www.google.com/analytics/</a>	Not Applicable
3.6.6.15	Socrata cloud-based solution <a href="http://www.socrata.com">http://www.socrata.com</a>	Not Applicable
3.6.6.16	Development using Socrata APIs in conjunction with supported libraries and software development kits. <a href="https://dev.socrata.com/">https://dev.socrata.com/</a>	Not Applicable
3.6.6.17	Working with and manipulating JSON, GeoJSON, XML, CSV, SQL, and XLS(X) formatted data.	Not Applicable
3.6.6.18	Working with, transforming, and reformatting large datasets, and integrating Microsoft Excel files into more modern data formats.	Not Applicable
3.6.6.19	Microsoft Excel data processing, manipulation and transformation into more modern data formats.	Not Applicable
3.6.6.20	GeoSystems Monitor Enterprise Software, Version 3.2.1 or newer <a href="http://www.vestra.com/gis/products/geosystems-monitor/">http://www.vestra.com/gis/products/geosystems-monitor/</a>	Not Applicable
3.6.6.21	Twitter and Twitter Analytics <a href="https://analytics.twitter.com/about">https://analytics.twitter.com/about</a>	Not Applicable
3.6.6.22	SharePoint 2010 or newer	Not Applicable

### 3.6.7 NON-FUNCTIONAL, NON-TECHNICAL REQUIREMENTS

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

### 3.6.8 SERVICE LEVEL AGREEMENT (SLA)

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

### **3.6.9 BACKUP / DISASTER RECOVERY**

**3.6.9.1** The Offeror shall furnish off-site storage as a method of backup and disaster recovery for data generated in fulfillment of this TO. Off-site storage may be in the form of cold backups, which include external hard drives, backup tapes or other storage media, at an off-site, i.e., other than the offeror's primary office location (cloud storage is permissible).

**3.6.9.2** Data shall be taken off-site no later than one (1) week after update.

**3.6.9.3** All deliverables to DoIT, including but not limited to, application source code, geospatial and non-geospatial data, and documentation, must be additionally stored off-site.

### **3.6.10 REQUIREMENTS FOR HARDWARE, SOFTWARE, AND MATERIALS**

#### **3.6.10.1 At TO Contractor's Site**

All computer hardware and software shall be appropriate for performing the work requested by DoIT. The State is not responsible for version migration of deliverables. TO Contractor shall ensure conformance of all deliverables with State's existing software and infrastructure, including use of software versions consistent with that in use by DoIT such that any deliverables developed by TO Contractor will run on DoIT equipment without the need for reformatting or other work to resolve incompatibility due to use of differing versions.

DoIT will provide the remote connection information necessary to connect to DoIT IT resources. TO Contractor Personnel will be responsible for adhering to all appropriate cyber security, software licensing, data use restrictions and other conditions as identified by DoIT.

#### **3.6.10.2 At DoIT's Site**

All computer hardware and software shall be provided to TO Contractor Personnel appropriate for performing the work requested by DoIT. DoIT will provide access to appropriate DoIT IT resources. TO Contractor Personnel will be responsible for adhering to all appropriate cyber security, software licensing, data use restrictions and other conditions as identified by DoIT.

### 3.7 PERFORMANCE AND PERSONNEL

#### 3.7.1 WORK HOURS

##### Normal Work Hours

- A. Business Hours Support: The TO Contractor's collective assigned personnel shall support core business hours (8:00 AM 5:00 PM), Monday through Friday except for State holidays, Service Reduction days, and Furlough days observed by DoIT.
- B. Non-Business Hours Support: 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 to respond to emergencies. For example (and not by way of limitation), after hours support may be necessary to respond to IT Security emergency situations. Hours performing such non-business hour support will be billed on actual time worked at the rates proposed.
- C. State-Mandated Service Reduction Days: TO Contractor Personnel shall be required to participate in the State-mandated Service Reduction Days as well as State Furlough Days. In this event, the TO Contractor will be notified in writing by the TO Manager of these details.
- D. Minimum and Maximum Hours: Full-time TO Contractor Personnel shall work a minimum of 40 hours per week with starting and ending times as approved by the TO Manager. A flexible work schedule may be used with TO Manager approval, including time to support any efforts outside core business hours. TO Contractor Personnel may also be requested to restrict the number of hours TO Contractor Personnel can work within a given period of time that may result in less than an eight hour day or less than a 40 hour work week.
- E. Vacation Hours: Requests for leave shall be submitted to the TO Manager at least two weeks in advance. The TO Manager reserves the right to request a temporary replacement if leave extends longer than one consecutive week. In cases where there is insufficient coverage, a leave request may be denied.

##### 3.7.1.1 On-Demand Work Hours

- A. Business Hours Support: The TO Contractor's collective assigned personnel shall support core business hours (8:00 AM 5:00 PM), Monday through Friday except for State holidays, Service Reduction days, and Furlough days observed by DoIT.
- B. Non-Business Hours Support: 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 respond to emergencies. For example (and not by way of limitation), For example, TO Contractor Personnel may be required to work 12-hour shifts at the Maryland Emergency Management Agency (MEMA) during activations. Depending on the nature of the emergency, TO Contractor Personnel may be required to remain at MEMA

until conditions allow for safe departure from the site. Hours performing requested services would be billed on actual time worked at the rates proposed.

### **3.7.2 DIRECTED PERSONNEL REPLACEMENT**

- A. The TO Manager may direct the TO Contractor to replace any TO Contractor Personnel who, in the sole discretion of the TO Manager, are perceived as being unqualified, non-productive, unable to fully perform the job duties, disruptive, or known, or reasonably believed, to have committed a major infraction(s) of law or TO Requesting Agency, Contract, or Task Order requirement.
- B. If deemed appropriate in the discretion of the TO Manager, the TO Manager shall give written notice of any TO Contractor Personnel performance issues to the TO Contractor, describing the problem and delineating the remediation requirement(s). The TO Contractor shall provide a written Remediation Plan within three (3) days of the date of the notice. If the TO Manager rejects the Remediation Plan, the TO Contractor shall revise and resubmit the plan to the TO Manager within five (5) days of the rejection, or in the timeframe set forth by the TO Manager in writing. Once a Remediation Plan has been accepted in writing by the TO Manager, the TO Contractor shall immediately implement the Remediation Plan.
- C. Should performance issues persist despite the approved Remediation Plan, the TO Manager may give written notice of the continuing performance issues and either request a new Remediation Plan within a specified time limit or direct the removal and replacement of the TO Contractor Personnel whose performance is at issue. A request for a new Remediation Plan will follow the procedure described in Section 3.7.2B.
- D. In circumstances of directed removal, the TO Contractor shall provide a suitable replacement for TO Manager approval within fifteen (15) days of the date of the notification of directed removal, or the actual removal, whichever occurs first, or such earlier time as directed by the TO Manager in the event of a removal on less than fifteen days' notice.
- E. Normally, a directed personnel replacement will occur only after prior notification of problems with requested remediation, as described above. However, the TO Manager reserves the right to direct immediate personnel replacement without utilizing the remediation procedure described above.
- F. Replacement or substitution of TO Contractor Personnel under this section shall be in addition to, and not in lieu of, the State's remedies under the Task Order or which otherwise may be available at law or in equity.

### **3.7.3 SUBSTITUTION OF PERSONNEL**

#### **3.7.3.1 PRIOR TO AND 30 DAYS AFTER TASK ORDER EXECUTION**

Prior to Task Order Execution or within thirty (30) days after Task Order Execution, the Offeror may substitute proposed Key Personnel only under the following circumstances: vacancy occurs due to the sudden termination, resignation, or approved leave of absence due to an Extraordinary Personnel Event, or death of such personnel. To qualify for such substitution, the Offeror must describe to the State's satisfaction the event necessitating substitution and must demonstrate that the originally proposed personnel are actual full-time direct employees with the Offeror (subcontractors, temporary staff or 1099 contractors

do not qualify). Proposed substitutions shall be of equal caliber or higher, in the State's sole discretion. Proposed substitutes deemed by the State to be less qualified than the originally proposed individual may be grounds for pre-award disqualification or post-award termination.

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

### 3.7.3.2 SUBSTITUTION POST 30 DAYS AFTER TASK ORDER EXECUTION

The procedure for substituting personnel after Task Order execution is as follows:

- A. The TO Contractor may not substitute personnel without the prior approval of the TO Manager.
- B. To replace any personnel, the TO Contractor shall submit resumes of the proposed individual specifying the intended approved labor category. Any proposed substitute personnel shall have qualifications equal to or better than those of the replaced personnel.
- C. Proposed substitute individual shall be approved by the TO Manager. The TO Manager shall have the option to interview the proposed substitute personnel and may require that such interviews be in person. After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the requested substitution. If no acceptable substitute personnel is proposed within the time frame established by the TO Manager, the TO Agreement may be cancelled.

## 3.7.4 WORK SPACE, WORKSTATIONS, NETWORK CONNECTIVITY AND SOFTWARE

### 3.7.4.1 At TO Contractor's Site

- A. The TO Contractor shall provide, to TO Contractor Personnel, all necessary work space, computer hardware and software, and network connectivity appropriate for performing the work requested by DoIT.
- B. TO Contractor Personnel shall be responsible for adhering to all appropriate cyber security, software licensing, data use restrictions and other conditions as identified by DoIT.

### 3.7.4.2 At DoIT's Site

- A. DoIT shall provide, to TO Contractor Personnel, all necessary office space, computer hardware and software, and network connectivity appropriate for performing the work requested by DoIT.
- B. DoIT will provide access to appropriate DoIT IT resources.
- C. TO Contractor Personnel shall be responsible for adhering to all appropriate cyber security, software licensing, data use restrictions and other conditions as identified by DoIT.

## **3.8 DELIVERABLES**

### **3.8.1 DELIVERABLE SUBMISSION**

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

Unless specified otherwise, written deliverables shall be compatible with Microsoft Office, Microsoft Project and/or Microsoft Visio versions 2007 or later. 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 3.8.3. 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 3.8.3.

### **3.8.2 DELIVERABLE ACCEPTANCE**

A final deliverable shall satisfy the scope and requirements of this TORFP, and the applicable Work Order, for that deliverable, including the quality and acceptance criteria for a final deliverable as defined in Section 3.8.4 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.

In the event of rejection of a deliverable, the TO Manager will formally communicate in writing any deliverable deficiencies or non-conformities to the TO Contractor, describing what shall be corrected 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.

### **3.8.3 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.

### 3.8.4 DELIVERABLE DESCRIPTIONS / ACCEPTANCE CRITERIA

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

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
3.8.4.1	Kick-Off Meeting	TO Contractor shall schedule and hold an in-person kick-off meeting at DoIT's headquarters.  Attendees shall include, at a minimum, the TO Contractor Manager, a representative from each Sub-Contractor, and the TO Manager, or designee.	Initial Delivery: NTP+ 10 Business Days  Updates: N/A
3.8.4.2	Kick-Off Meeting Agenda	TO Contractor shall develop the agenda for the kick-off meeting, and shall submit a draft for review by the TO Manager.  The listed agenda topics shall include, but are not limited to, team member introductions, and an in-depth review of DoIT's existing resources, and systems.	Initial Delivery: One (1) week prior to scheduled kick-off meeting  Final Delivery: One (1) day prior to scheduled kick-off meeting  Updates: N/A
3.8.4.3	Weekly Status Report per Resource	TO Contractor shall provide to the TO Manager a weekly status/activity report of projects and tasks assigned, work completed, and outstanding assignments.	Weekly. Due by Friday of each work week.
3.8.4.4	Bi-weekly status meetings	Meetings shall be conducted via WebEx or similar format.	Initial Delivery: NTP+ 15 Days  Updates: Bi-weekly



ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
		<p>A standing agenda shall be provided by the TO Manager and used for each meeting.</p> <p>Meeting participation shall be mandatory for the TO Manager and the TO Contractor Manager.</p>	
3.8.4.5	Bi-weekly updates to status report tracking document	TO Contractor Personnel shall update shared tracking document with hours worked, budget spent, and completion rates, for work completed since the previous bi-weekly status meeting.	Initial Delivery: NTP+ 15 Days Updates: Bi-weekly Updates due prior to schedule bi-weekly status meetings.
3.8.4.6	Monthly Timesheet per Resource	TO Contractor shall provide a means of reporting time for each resource that will show hours spent on tasks and activities per month.	Monthly, by the first 10 business days of the month.
3.8.4.7	Quarterly status reports	<p>Reports shall be submitted in both Adobe PDF and Microsoft Word formats, and shall be able to be viewable from within a website or made downloadable from a website.</p> <p>Reports shall include, but are not limited to completion rates, hours worked, and budget spent.</p> <p>Report templates shall be provided by TO Manager.</p>	Initial Delivery: NTP+ 75 Days Updates: Quarterly
3.8.4.8	Task Status Report	TO Contractor shall provide a report, at the conclusion of the TOA, indicating the status of all tasks assigned throughout the duration of the TO. See 3.6.2.1	Initial Delivery: Two (2) weeks prior to TO end date Final Delivery: TO End Date Updates: N/A
3.8.4.9	Graphics and Icons Inventory and Files	TO Contractor shall provide a complete inventory, including files, for all graphics and icons	Initial Delivery: Two (2) weeks prior to TO end date Final Delivery: TO End

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
		that were developed as a result of this TO.	Date Updates: N/A
3.8.4.10	Communication and Marketing Plan	TO Contractor shall provide a written communication and marketing plan that includes, but is not limited to strategies for expanding, and enhancing the use of social media, web, and email for improving communication and marketing of available DoIT resources to other State agencies and the general public.	Initial Delivery: NTP+ 30 Days Final Delivery: NTP+ 60 Days Updates: As Needed
3.8.4.11	Training Materials	TO Contractor shall provide step-by-step instructions in written and video formats on topics to include, but are not limited to: MD iMAP, open source software, Socrata, Google, cloud-based tools, server-based software, and integration with Computer Aided Drafting and Design (CADD) software.  Materials shall be submitted in both Adobe PDF and Microsoft Word formats, and shall be able to be viewable from within a website or made downloadable from a website.	Initial Delivery: NTP+ 60 Days Updates: As Needed

### 3.9 WORK ORDER PROCESS

- A) Additional resources will be provided via a Work Order process. A Work Order may be issued for time and materials (T&M) pricing or fixed price pricing. T&M and Fixed Price 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 16) to the TO Contractor to provide services or resources that are within the scope of this TORFP. The Work Order Request will include:
- 1) Technical requirements and description of the service or resources needed
  - 2) Performance objectives and/or deliverables, as applicable
  - 3) Due date and time for submitting a response to the request

- 4) Required place(s) where work must be performed
- C) The TO Contractor shall e-mail a response to the TO Manager within the specified time and include at a minimum:
    - 1) A response that details the TO Contractor's understanding of the work;
    - 2) A price to complete the Work Order Request using the format provided in Attachment 16;
    - 3) A description of proposed resources required to perform the requested tasks, with CATS+ labor categories listed in accordance with Attachment 1;
    - 4) An explanation of how tasks shall be completed. This description shall include proposed subcontractors and related tasks;
    - 5) State-furnished information, work site, and/or access to equipment, facilities, or personnel; and
    - 6) The proposed personnel resources, including any subcontractor personnel, to complete the task.
  - D) For a T&M Work Order, the TO Manager will review the response and will confirm the proposed labor rates are consistent with this TORFP. For a fixed price Work Order, the TO Manager will review the response and will confirm the proposed prices are acceptable.
  - E) The TO Manager may contact the TO Contractor to obtain additional information, clarification or revision to the Work Order, and will provide the Work Order to the TO Procurement Officer for a determination of compliance with the TO and a determination whether a change order is appropriate. Written TO Procurement Officer approval is required before Work Order execution by the State.
  - F) Proposed personnel on any type of Work Order shall be approved by the TO Manager. The TO Contractor shall furnish resumes of proposed personnel specifying the labor category from the CATS+ Labor Categories proposed in the TO Proposal. The TO Manager shall have the option to interview the proposed personnel and, in the event of an interview or not shall notify the TO Contractor of acceptance or denial of the personnel.
  - G) Performance of services under a Work Order shall commence consistent with an NTP issued by the TO Manager for such Work Order.
  - H) The TO Manager shall e-mail a Fixed Price Work Order Request to the TO Contractor, at the commencement of the Task Order contract, that shall remain open for the duration of the contract. This Work Order shall be used for on-demand work that is of an urgent nature.
  - I) The TO Manager shall e-mail the TO Contractor, at the time when the on-demand work is needed, to provide a due date and time for the task, an estimated duration of the task, and technical requirements.
  - J) The TO Contractor shall e-mail a response to the TO Manager within the specified time, and include, at a minimum, the name, contact information, Labor Category, and date and time of arrival (on-site or from a remote location).

### 3.10 INVOICING

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

Proper invoices for payment shall be submitted to the TO Manager for payment approval as described below. Invoices shall be submitted monthly.

### **3.10.1 INVOICE SUBMISSION PROCEDURE**

- A) Proper invoices for payment shall contain the TO Contractor's Federal Tax Identification Number, "DoIT" as the recipient, date of invoice, TO Agreement number, invoiced item description, invoiced item number (e.g., "2.7.4.1."), period of performance covered by the invoice, a total invoice amount, and a TO Contractor point of contact with telephone number.
- B) All invoices submitted for payment shall be accompanied by signed notice(s) of acceptance as described below. Payment of invoices will be withheld if the appropriate signed acceptance form documentation is not submitted.
  - 1) To be considered a proper T&M invoice (for Task Order requirements and for T&M Work Orders issued under this Task Order) the TO Contractor shall include with the signed invoice a signed timesheet as described in 3.10.3. Include for each person covered by the invoice the following, individually listed per person: name, hours worked, hourly labor rate, invoice amount and a copy of each person's timesheet for the period signed by the TO Manager.
  - 2) To be considered a proper Fixed Price invoice (for fixed price Work Orders issued under this Task Order). Payment will only be made upon completion and acceptance of the deliverables as defined in Section 3.8.
- C) The TO Contractor shall e-mail the original of each invoice and signed notice(s) of acceptance to the TO Requesting Agency at e-mail address: [doitfiscal.invoiceservices@maryland.gov](mailto:doitfiscal.invoiceservices@maryland.gov), with a copy to the TO Manager.
- D) Invoices for final payment shall be clearly marked as "FINAL" and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

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

- A) The amount invoiced is inconsistent with the Task Order Agreement.
- B) The proper invoice has not been received by the party or office specified in the Task Order Agreement.
- C) The invoice or performance under the contract is in dispute or the TO Contractor has failed to otherwise comply with the provisions of the Task Order Agreement
- D) The item or services have not been accepted.
- E) The quantity of items delivered is less than the quantity ordered.
- F) The items or services do not meet the quality requirements of the Task Order
- G) If the TO Agreement provides for progress payments, the proper invoice for the progress payment has not been submitted pursuant to the schedule contained in the agreement

- H) If the TO Agreement provides for withholding a retainage and the invoice is for the retainage, all stipulated conditions for release of the retainage have not been met.
- I) The TO Contractor has not submitted satisfactory documentation or other evidence reasonably required by the TO Procurement Officer or by the contract concerning performance under the Task Order Agreement and compliance with its provisions.

### **3.10.3 TIME SHEET SUBMISSION AND ACCEPTANCE**

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

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

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

- A) Title: "Time Sheet for GIS Support and Services"
- B) Issuing company name, address, and telephone number
- C) For each employee /resource:
  - a) Employee / resource name
  - b) For each Period ending date, e.g., "Period Ending: mm/dd/yyyy" (Periods run 1<sup>st</sup> through 15<sup>th</sup> and 16<sup>th</sup> through last day of the month.
    - (1) Tasks completed that week and the associated deliverable names and ID#s
    - (2) Number of hours worked each day
    - (3) Total number of hours worked that Period
    - (4) Weekly variance above or below 40 hours
    - (5) Annual number of hours planned under the TO
    - (6) Annual number of hours worked to date
    - (7) Balance of hours remaining
    - (8) Annual variance to date (Sum of periodic variances)
- D) Signature and date lines for the TO Manager

### **3.11 RETAINAGE**

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

### **3.12 SOC 2 TYPE II AUDIT**

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

### **3.13 INSURANCE**

Offeror shall confirm that, as of the date of its proposal, the insurance policies incorporated into its Master Contract are still current and effective at the required levels (See Master Contract Section 2.7).

The Offeror shall also confirm that any insurance policies intended to satisfy the requirements of this TORFP are issued by a company that is licensed to do business in the State of Maryland.

### **3.14 SECURITY REQUIREMENTS**

Note to Offerors: If you follow a more stringent standard(s) than those specified in this TORFP, map the standard you follow to NIST to show how you comply with those requirements.

**3.14.1 Additional security requirements may be established in a Work Order.****3.14.2 Information Technology**

3.14.2.1 The TO Contractor agrees that it and TO Contractor Personnel shall (i) abide by all applicable federal, State and local laws, rules and regulations concerning Security of Information Systems and Information Technology security and (ii) comply with and adhere to the State IT Security Policy and Standards as each may be amended or revised from time to time. Updated and revised versions of the State IT Policy and Standards are available online at: [www.doit.maryland.gov](http://www.doit.maryland.gov) – keyword: Security Policy.

**3.14.3 The State shall, at its discretion, have the right to review and assess the TO Contractor’s compliance to the security requirements and standards defined in the TO Agreement.****3.14.4 TO Contractor Personnel**

3.14.4.1 TO Contractor Personnel shall display his or her company ID badge in a visual location at all times while on State premises. Upon request of authorized State personnel, each such TO Contractor Personnel shall provide additional photo identification.

3.14.4.2 At all times at any facility, the TO Contractor Personnel shall cooperate with State site requirements that include but are not limited to being prepared to be escorted at all times and providing information for State badge issuance.

3.14.4.3 TO Contractor shall remove any TO Contractor Personnel from working on the TO Agreement where the State determines, at its sole discretion, that said TO Contractor Personnel has not adhered to the Security requirements specified herein.

3.14.4.4 The State reserves the right to request that the TO Contractor submit proof of employment authorization of non-United States Citizens, prior to commencement of work under the TO Agreement.

**3.14.5 Security Clearance / Criminal Background Check**

A security clearance is not required for TO Contractor Personnel assigned to the TO Agreement.

**3.14.6 On-site Security Requirement(s)**

3.14.6.1 For the conditions noted below, TO Contractor Personnel may be barred from entrance or leaving any site until such time that the State’s conditions and queries are satisfied.

- A. TO Contractor Personnel may be subject to random security checks when entering and leaving State secured areas. The State reserves the right to require TO Contractor Personnel to be accompanied while in secured premises.
- B. Some State sites, especially those premises of the Department of Public Safety and Correctional Services, require each person entering the premises to document and inventory items (such as tools and equipment) being brought onto the site, and to submit to a physical search of his or her person. Therefore, the TO Contractor Personnel shall always have available an inventory list of tools being brought onto a site and be prepared to present the inventory list to the State staff or an officer upon arrival for review, as well as present the tools or equipment for inspection. Before leaving the site, the TO Contractor Personnel will

again present the inventory list and the tools or equipment for inspection. Upon both entering the site and leaving the site, State staff or a correctional or police officer may search TO Contractor Personnel.

- 3.14.6.2 Any TO Contractor Personnel who enters the premises of a facility under the jurisdiction of the TO Requesting Agency may be searched, fingerprinted (for the purpose of a criminal history background check), photographed and required to wear an identification card issued by the TO Requesting Agency.
- 3.14.6.3 Further, TO Contractor Personnel shall not violate Md. Code Ann., Criminal Law Art. Section 9-410 through 9-417 and such other security policies of the agency that controls the facility to which the TO Contractor Personnel seeks access. The failure of any of the TO Contractor Personnel to comply with any provision of the TO Agreement is sufficient grounds for the State to immediately terminate the TO for default.
- 3.14.6.4** The TO Contractor must be able to provide on-site and remote support for the Maryland Emergency Management Agency (MEMA). On-site support may be required during State Emergency Operations Center (SEOC) activations and may require travel to MEMA during inclement weather or other emergency related incidents. The TO Contractor's on-site support staff may be required to work in coordination with MEMA staff that operates on twelve (12) hour shifts during SEOC activations. Appropriate credentials will be required to enter MEMA facilities. The Offeror may be required to obtain MEMA contractor credentials to access MEMA facilities. Both on-site and remote support will require the Offeror to obtain accounts to access the MEMA network, DoIT network, WebEOC system, and OSPREY applications.

### **3.14.7 Data Protection and Controls**

TO Contractor shall ensure satisfaction of the following requirements:

- 3.14.7.1 Administrative, physical and technical safeguards shall be implemented to protect State data that are no less rigorous than accepted industry practices for information security such as those listed below (see 3.14.7.2), and all such safeguards, including the manner in which State data is collected, accessed, used, stored, processed, disposed of and disclosed shall comply with applicable data protection and privacy laws as well as the terms and conditions of this TO Agreement.
- 3.14.7.2 To ensure appropriate data protection safeguards are in place, at minimum, the TO Contractor shall implement and maintain the following controls at all times throughout the term of the TO Agreement (the TO Contractor may augment this list with additional controls):
1. Establish separate production, test, and training environments for systems supporting the services provided under this TO Agreement and ensure that production data is not replicated in test and/or training environment(s) unless it has been previously anonymized or otherwise modified to protect the confidentiality of Sensitive Data elements.
  2. Apply hardware and software hardening procedures as recommended by the manufacturer and according to industry best practices to reduce the surface of vulnerability, eliminating as many security risks as possible and document what is not feasible and/or not performed according to best practices. Any hardening



practices not implemented shall be documented with a plan of action and/or compensating control. These procedures may include but are not limited to removal of unnecessary software, disabling or removing unnecessary services, removal of unnecessary usernames or logins, and the deactivation of unneeded features in the system configuration files.

3. Ensure that State data is not comingled with any other data through the proper application of compartmentalization security measures.
4. Apply data encryption to protect State PII and PHI data from improper disclosure or alteration. For State data the TO Contractor manages or controls, data encryption should be applied to State data in transit over networks and, where possible, at rest; as well as to State data when archived for backup purposes. Encryption algorithms which are utilized for this purpose must comply with current Federal Information Processing Standards (FIPS), "Security Requirements for Cryptographic Modules", FIPS PUB 140-2.  
<http://csrc.nist.gov/publications/fips/fips140-2/fips1402.pdf>  
<http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm>
5. Ensure system and network environments are separated by properly configured and updated firewalls to preserve the protection and isolation of State data from unauthorized access as well as the separation of production and non-production environments.
6. Restrict network connections between trusted and untrusted networks by physically and/or logically isolating systems supporting the System from unsolicited and unauthenticated network traffic.
7. Review at regular intervals the aforementioned network connections, documenting and confirming the business justification for the use of all service, protocols, and ports allowed, including the rationale or compensating controls implemented for those protocols considered insecure but necessary.
8. Establish policies and procedures to implement and maintain mechanisms for regular vulnerability testing of operating system, application, and network devices. Such testing is intended to identify outdated software versions; missing software patches; device or software misconfigurations; and to validate compliance with or deviations from the TO Contractor's security policy. TO Contractor shall evaluate all identified vulnerabilities for potential adverse effect on security and integrity and remediate the vulnerability promptly or document why remediation action is unnecessary or unsuitable. The TO Requesting Agency shall have the right to inspect these policies and procedures and the performance of vulnerability testing to confirm the effectiveness of these measures for the services being provided under this TO Agreement.
9. Enforce strong user authentication and password control measures to minimize the opportunity for unauthorized access through compromise of the user access controls. At a minimum, the implemented measures should be consistent with the most current State of Maryland Department of Information Technology's Information Security Policy



(<http://doit.maryland.gov/support/Pages/SecurityPolicies.aspx>), , including specific requirements for password length, complexity, history, and account lockout.

10. Ensure Sensitive Data under this service is not processed, transferred, or stored outside of the United States.
11. Ensure TO Contractor's Personnel shall not connect any of its own equipment to a State LAN/WAN without prior written approval by the State, which may be revoked at any time for any reason. The TO Contractor shall complete any necessary paperwork as directed and coordinated with the Contract Manager to obtain approval by the State to connect TO Contractor-owned equipment to a State LAN/WAN.
12. Ensure that anti-virus and anti-malware software is installed and maintained on all systems supporting the services provided under this TO Agreement; that the anti-virus and anti-malware software is automatically updated; and that the software is configured to actively scan and detect threats to the system for remediation.
13. Where website hosting or Internet access is the service provided or part of the service provided, the TO Contractor and/or Subcontractor shall conduct regular external vulnerability testing. External vulnerability testing is an assessment designed to examine the TO Contractor and/or Subcontractor's security profile from the Internet without benefit of access to internal systems and networks behind the external security perimeter. The TO Contractor and/or Subcontractor shall evaluate all identified vulnerabilities on Internet-facing devices for potential adverse effect on the system's security and/or integrity and remediate the vulnerability promptly or document why remediation action is unnecessary or unsuitable. The TO Requesting Agency shall have the right to inspect these policies and procedures and the performance of vulnerability testing to confirm the effectiveness of these measures for the services being provided under this TO Agreement.

#### 3.14.7.3 Access to Security Logs and Reports

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

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## SECTION 4 - TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

### 4.1 REQUIRED RESPONSE

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

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

### 4.2 SUBMISSION

#### 4.2.1 E-MAIL SUBMISSION

DoIT strongly prefers TO Proposal submissions be made via e-mail. For TO Proposals submitted via email, the TO Technical Proposal shall be submitted in one or more unencrypted e-mails separate from the TO Financial Proposal. This e-mail shall include

- A. Subject line "CATS+ TORFP # 060B6400037 Technical" plus the Master Contractor Name
- B. One attachment labeled "TORFP 060B6400037 Technical - Attachments" containing all Technical Proposal Attachments (see Section 4.3 below), signed and in PDF format.
- C. One attachment labeled "TORFP 060B6400037 Technical – Proposal" in Microsoft Word format (2007 or later).
- D. DoIT can only accept e-mails that are less than or equal to 25 MB. If a submission exceeds this size, split the submission into two or more parts and include the appropriate part number in the subject (e.g., part 1 of 2) after the subject line information.

The TO Financial Proposal shall be contained in one e-mail containing as attachments all submission documents detailed in section 4.4.2, with password protection.

DoIT will contact Offerors for the password to open each file. Each file shall be encrypted with the same password. The TO Procurement Officer will only contact those Offerors with TO Proposals that are reasonably susceptible for award. Offerors that are unable to provide a password that opens the TO Financial Proposal documents will be deemed not susceptible for award. Subsequent submissions of financial content will not be allowed. This e-mail shall include:

- A. Subject line "CATS+ TORFP # 060B6400037 Financial" plus the Master Contractor Name
- B. One attachment labeled "TORFP 060B6400037 Financial" containing the TO Financial Proposal contents, signed and in PDF format.

#### 4.2.2 PAPER SUBMISSION

DoIT strongly desires TO Proposal submissions in e-mail format. An Offeror wishing to deliver a hard copy (paper) TO Proposal shall contact the TO Procurement Officer for instructions.

### 4.3 SUMMARY OF ATTACHMENTS

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

The following signed attachments shall be included with the TO Technical Proposal in PDF format (for e-mail delivery).

- A. Attachment 2 - MBE forms 1A
- B. Attachment 4 – Conflict of Interest Affidavit and Disclosure
- C. Attachment 5A and 5B- Attachment 5A Minimum Qualifications Summary and Attachment 5B Personnel Resume Form
- D. Attachment 12 – Living Wage Affidavit of Agreement
- E. Attachment 15 - Certification Regarding Investments in Iran

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

- A. Attachment 1 Price Sheet – Signed PDF

### 4.4 PROPOSAL FORMAT

A TO Proposal shall contain the following sections in order:

#### 4.4.1 TO TECHNICAL PROPOSAL

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

##### A) Proposed Services

- 1) Executive Summary: A one-page summary describing the Offeror's understanding of the TORFP scope of work (Section 3) and proposed solution.
- 2) Proposed Solution: A more detailed description of the Offeror's understanding of the TORFP scope of work, including examples of solutions delivered to previous customers, that match the requirements outlined in Section 3. Draft Work Breakdown: A matrix or table that shows a breakdown of the tasks required to complete the requirements and deliverables in Section 3 - Scope of Work. The matrix should reflect the chronology of tasks without assigning specific time frames or start / completion dates. It may include tasks to be performed by the State or third parties, for example, independent quality assurance tasks. If the matrix appears as a deliverable in Section 3 – Scope of Work, the deliverable version will be a final version. Any subsequent versions shall be approved through a formal configuration or change management process.
- 3) Draft Project or Work Schedule: A Gantt or similar chart containing tasks and estimated time frames for completing the requirements and deliverables in Section 3 - Scope of Work. In addition, a second Gantt or similar chart shall be provided, containing tasks and time frames for completing the examples of solutions. The final schedule should come later as a deliverable under the TO after the TO Contractor has had an opportunity to develop realistic estimates. The Project or Work Schedule may include tasks to be performed by the State or third parties.
- 4) Draft Risk Assessment: Identification and prioritization of risks inherent in meeting the requirements in Section 3 - Scope of Work, particularly as they pertain to on-demand

tasks. The Department recognizes that the continuity and knowledge transfer between on-demand work may constitute risk in accomplishing tasks. The assessment must include a description of strategies to mitigate risks, how risks shall be addressed in the event that an issue arises, and multiple solutions to eliminate gaps in personnel support, response, and task knowledge, as well as lessons learned from the completion of the examples of solutions.

- 5) Assumptions: A description of any assumptions formed by the Offeror in developing the TO Technical Proposal.
- 6) Tools the Master Contractor owns and proposes for use to meet any requirements in Section 3.

#### 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 2.1.1.

Reference	Offeror Company Minimum Requirement	Evidence of Compliance
2.1.1 - 1	At least two (2) years of experience developing GIS applications for government or private sector entities based on the Esri platform	Offeror evidence of compliance here.
2.1.1 – 1a	At least two (2) years of experience developing in the Esri Server-side and ArcGIS platforms	Offeror evidence of compliance here.
2.1.1 – 1b	At least one (1) year of experience developing in the Esri Web AppBuilder and ArcGIS Open Data platforms	Offeror evidence of compliance here.
2.1.1 – 1c	At least two (2) years of database management administration, using Microsoft SQL Server, version 2008 or newer, as it relates to systems that support GIS	Offeror evidence of compliance here.
2.1.1 - 2	At least two (2) years of experience developing in each of the following programming languages: HTML5, JavaScript, CSS, Python, and VBScript	Offeror evidence of compliance here.
2.1.1 - 3	At least four (4) years of experience in GIS analysis and data development, including experience creating Federal Geographic Data Committee (FGDC) compliant metadata	Offeror evidence of compliance here.

C) Proposed Personnel and TORFP Staffing

Offeror shall propose exactly two (2) Key Personnel in response to this TORFP. Offeror shall:

- 1) Complete and provide for each proposed resource Attachment 5A Minimum Qualifications Summary and Attachment 5B Personnel Resume Form.
- 2) Provide evidence proposed personnel possess the required certifications in accordance with Section 2.1.2 Offeror's Personnel Minimum Qualifications.
- 3) Provide three (3) references per proposed Key Personnel containing the information listed in Attachment 5B.
- 4) Provide a Staffing Management Plan that demonstrates how the Offeror will provide resources in addition to the personnel requested in this TORFP, and how the TO Contractor Personnel shall be managed. Include:
  - a) Planned team composition by role (**Important! Identify specific names and provide history only for the proposed resources required for evaluation of this TORFP**).
  - b) Process and proposed lead time for locating and bringing on board resources that meet TO needs
  - c) Supporting descriptions for all labor categories proposed in response to this TORFP
  - d) Description of approach for quickly substituting qualified personnel after start of TO.
- 5) Provide the names and titles of the Offeror's management staff who will supervise the personnel and quality of services rendered under this TO Agreement.

D) MBE, SBE Participation and VSBE Participation

Submit completed MBE documents 2-1A

E) Subcontractors

Identify all proposed subcontractors, including MBEs, and their roles in the performance of Section 3 - Scope of Work.

F) Overall Offeror team organizational chart

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

G) Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide up to three examples of engagements or contracts the Master Contractor or subcontractor, if applicable, has completed that were similar to Section 3 - Scope of Work. Include contact information for each client organization complete with the following:
  - a) Name of organization.
  - b) Point of contact name, title, e-mail and telephone number (point of contact shall be accessible and knowledgeable regarding experience)
  - c) Services provided as they relate to Section 3 - Scope of Work.

- d) Start and end dates for each example engagement or contract.
  - e) Current Master Contractor team personnel who participated on the engagement.
  - f) If the Master Contractor is no longer providing the services, explain why not.
- 2) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any entity of the State of Maryland.

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

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

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

H) State Assistance

Provide an estimate of expectation concerning participation by State personnel.

I) Confidentiality

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

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

J) Proposed Facility

Identify Master Contractor's facilities, including address, from which any work will be performed.

#### 4.4.2 TO FINANCIAL PROPOSAL

- A) A description of any assumptions on which the Master Contractor's TO Financial Proposal is based (Assumptions shall not constitute conditions, contingencies, or exceptions to the Price Sheet);
- B) Attachment 1– Price Sheet, with all proposed labor categories including all rates fully loaded. Master Contractors shall list all key resources by approved CATS+ labor categories in the price proposal. This task order identifies key and other personnel positions and associated minimum qualifications unique to this scope of work (see Section 2.1.2 ). Contractors shall enter in the Price Sheet their Master Contract's CATS+ labor category that maps to each TO personnel position in order to clearly map proposed labor rates to each personnel function for evaluation purposes.
- C) To be responsive to this TORFP, the Price Sheet (Attachment 1) shall provide labor rates for all labor categories anticipated for this TORFP. Proposed rates shall not exceed the rates defined in the Master Contract for the Master Contract year(s) in effect at the time of the TO Proposal due date.

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

- D) Prices shall be valid for 120 days.

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## SECTION 5 - TASK ORDER AWARD PROCESS

### 5.1 OVERVIEW

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

### 5.2 TO PROPOSAL EVALUATION CRITERIA

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

- A) The overall experience, capability and references for the Master Contractor as described in the Master Contractor's TO Technical Proposal.
- B) The capability of the proposed resources to perform the required tasks and services in the TORFP Scope of Work – Section 3. Capability will be determined from each proposed individual's resume, reference checks, and oral presentation (See Section 1.5 Oral Presentations/Interviews).
- C) The Master Contractor's overall understanding of the TORFP Scope of Work – Section 3. Level of understanding will be determined by the quality and accuracy of the technical proposal in adherence with Section 4.4.
- D) The ability for the Master Contractor to meet staffing expectations relative to supplying additional personnel for this TORFP meeting qualifications in Section 2.1.3.2.

### 5.3 SELECTION PROCEDURES

- A) TO Proposals will be assessed throughout the evaluation process for compliance with the minimum qualifications listed in Section 2 of this TORFP, and quality of responses to Section 4.4.1 TO Technical Proposal.
- B) For all TO Proposals deemed technically qualified, Oral Presentations and interviews of proposed personnel will be performed.

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

- a) An initial oral presentation with interviews will be performed for all proposals meeting minimum requirements.
- b) A technical ranking will be performed for all proposals based on the initial oral presentation with interviews. Proposals will be ranked from highest to lowest for technical merit based on the quality of the proposals submitted and interview results.

- c) The top ten (10) proposals identified by the technical ranking will be notified of additional oral presentation with interviews. All other Offerors will be notified of non-selection for this TORFP.
- C) For TO Proposals deemed technically qualified, the associated TO Financial Proposal will be opened. All others will be deemed not reasonably susceptible for award and the TO Procurement Officer will notify the Master Contractor it has not been selected to perform the work.
- D) Qualified TO Financial Proposal responses will be reviewed and ranked from lowest to highest price proposed.
- E) The most advantageous TO Proposal considering both the technical and financial submissions shall be selected for TO award. In making this selection, technical merit has greater weight.
- F) All Master Contractors submitting a TO Proposal shall receive written notice from the TO Procurement Officer identifying the awardee.

#### **5.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT**

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

- a. Issuance of a fully executed TO Agreement,
- b. Non-Disclosure Agreement (TO Contractor),
- c. Purchase Order, and
- d. by a Notice to Proceed authorized by the TO Procurement Officer. See Attachment 7 - Notice to Proceed (sample).
- e. Certificate of Insurance (see Section 3.13)

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## LIST OF ATTACHMENTS

<b>Attachment Label</b>	<b>Attachment Name</b>	<b>Applicable to this TORFP?</b>	<b>Submit with Proposal?*</b> <b>(Submit, Do Not Submit, N/A)</b>
Attachment 1	Price Sheet	Applicable	Submit with TO Financial Proposal with password protection
Attachment 2	Minority Business Enterprise Participation (Attachments 1A – 5)	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 Deliverable Product Acceptance Form (DPAF)	Applicable	Do Not Submit with Proposal
Attachment 9	Non-Disclosure Agreement (Offeror)	Not Applicable	N/A
Attachment 10	Non-Disclosure Agreement (TO Contractor)	Applicable	Do Not Submit with Proposal
Attachment 11	TO Contractor Self-Reporting Checklist	Applicable	Do Not Submit with Proposal
Attachment 12	Living Wage Affidavit of Agreement	Applicable	Submit with TO Technical Proposal
Attachment 13	Mercury Affidavit	Not Applicable	N/A
Attachment 14	Veteran Owned Small Business Enterprise Utilization Affidavit	Applicable	Submit with TO Technical Proposal
Attachment 15	Certification Regarding Investments in Iran	Applicable	Submit with TO Technical Proposal
Attachment 16	Sample Work Order	Applicable	Do Not Submit with Proposal
Attachment 17	Criminal Background Check Affidavit	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 SHEET****PRICE SHEET (TIME AND MATERIALS) FOR CATS+ TORFP # 060B6400037**

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

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

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

CATS+ Labor Category (enter)	Task Order Personnel Position	Hourly Labor Rate (A)	Total Class Hours (B)	Extended Price (C)
	<b>Year 1</b>			
	<b>Guaranteed resources</b>			
	GIS APPLICATION DEVELOPMENT SUPPORT – JUNIOR	\$	2000	\$
	GIS TECHNICIAN	\$	2000	\$
	<b>Additional Resources that may be added through Work Orders, solely at the State’s discretion</b>			
	GIS APPLICATION DEVELOPMENT SUPPORT – SENIOR	\$	2000	\$
	GIS ANALYST	\$	1000	\$
	DATABASE MANAGEMENT SPECIALIST (JUNIOR)	\$	200	\$
	DATABASE MANAGEMENT SPECIALIST (SENIOR)	\$	200	\$
	INCIDENT MANAGEMENT APPLICATION DEVELOPER	\$	250	\$
	OPEN DATA APPLICATION DEVELOPER	\$	1000	\$
	PROGRAM MANAGER	\$	200	\$
	PROJECT MANAGER	\$	200	\$
	SERVER SUPPORT	\$	200	\$
	SOFTWARE DEVELOPER	\$	300	\$

CATS+ Labor Category (enter)	Task Order Personnel Position	Hourly Labor Rate (A)	Total Class Hours (B)	Extended Price (C)
	TECHNICAL WRITER/EDITOR	\$	80	\$
		<b>Evaluated Price Year 1</b>		\$
	<b>Year 2</b>			
	<b>Guaranteed resources</b>			
	GIS APPLICATION DEVELOPMENT SUPPORT – JUNIOR	\$	2000	\$
	GIS TECHNICIAN	\$	2000	\$
	<b>Additional Resources that may be added through Work Orders, solely at the State’s discretion</b>			
	GIS APPLICATION DEVELOPMENT SUPPORT – SENIOR	\$	2000	\$
	GIS ANALYST	\$	1000	\$
	DATABASE MANAGEMENT SPECIALIST (JUNIOR)	\$	200	\$
	DATABASE MANAGEMENT SPECIALIST (SENIOR)	\$	200	\$
	INCIDENT MANAGEMENT APPLICATION DEVELOPER	\$	250	\$
	OPEN DATA APPLICATION DEVELOPER	\$	1000	\$
	PROGRAM MANAGER	\$	200	\$
	PROJECT MANAGER	\$	200	\$
	SERVER SUPPORT	\$	200	\$
	SOFTWARE DEVELOPER	\$	300	\$
	TECHNICAL WRITER/EDITOR	\$	80	\$
		<b>Evaluated Price Year 2</b>		\$
	<b>Year 3</b>			
	<b>Guaranteed resources</b>			

CATS+ Labor Category (enter)	Task Order Personnel Position	Hourly Labor Rate (A)	Total Class Hours (B)	Extended Price (C)
	GIS APPLICATION DEVELOPMENT SUPPORT – JUNIOR	\$	2000	\$
	GIS TECHNICIAN	\$	2000	\$
	<b>Additional Resources that may be added through Work Orders, solely at the State’s discretion</b>			
	GIS APPLICATION DEVELOPMENT SUPPORT – SENIOR	\$	2000	\$
	GIS ANALYST	\$	1000	\$
	DATABASE MANAGEMENT SPECIALIST (JUNIOR)	\$	200	\$
	DATABASE MANAGEMENT SPECIALIST (SENIOR)	\$	200	\$
	INCIDENT MANAGEMENT APPLICATION DEVELOPER	\$	250	\$
	OPEN DATA APPLICATION DEVELOPER	\$	1000	\$
	PROGRAM MANAGER	\$	200	\$
	PROJECT MANAGER	\$	200	\$
	SERVER SUPPORT	\$	200	\$
	SOFTWARE DEVELOPER	\$	300	\$
	TECHNICAL WRITER/EDITOR	\$	80	\$
		<b>Evaluated Price Year 3</b>		\$
	<b>Year 4 - OPTIONAL</b>			
	GIS APPLICATION DEVELOPMENT SUPPORT – JUNIOR	\$	2000	\$
	GIS TECHNICIAN	\$	2000	\$
	<b>Additional Resources that may be added through Work Orders, solely at the State’s discretion</b>			

CATS+ Labor Category (enter)	Task Order Personnel Position	Hourly Labor Rate (A)	Total Class Hours (B)	Extended Price (C)
	GIS APPLICATION DEVELOPMENT SUPPORT – SENIOR	\$	2000	\$
	GIS ANALYST	\$	1000	\$
	DATABASE MANAGEMENT SPECIALIST (JUNIOR)	\$	200	\$
	DATABASE MANAGEMENT SPECIALIST (SENIOR)	\$	200	\$
	INCIDENT MANAGEMENT APPLICATION DEVELOPER	\$	250	\$
	OPEN DATA APPLICATION DEVELOPER	\$	1000	\$
	PROGRAM MANAGER	\$	200	\$
	PROJECT MANAGER	\$	200	\$
	SERVER SUPPORT	\$	200	\$
	SOFTWARE DEVELOPER	\$	300	\$
	TECHNICAL WRITER/EDITOR	\$	80	\$
		<b>Evaluated Price Year 4</b>		\$
	<b>Year 5 - OPTIONAL</b>			
	GIS APPLICATION DEVELOPMENT SUPPORT – JUNIOR	\$	2000	\$
	GIS TECHNICIAN	\$	2000	\$
	<b>Additional Resources that may be added through Work Orders, solely at the State's discretion</b>			
	GIS APPLICATION DEVELOPMENT SUPPORT – SENIOR	\$	2000	\$
	GIS ANALYST	\$	1000	\$
	DATABASE MANAGEMENT SPECIALIST (JUNIOR)	\$	200	\$
	DATABASE MANAGEMENT SPECIALIST (SENIOR)	\$	200	\$



CATS+ Labor Category (enter)	Task Order Personnel Position	Hourly Labor Rate (A)	Total Class Hours (B)	Extended Price (C)
	INCIDENT MANAGEMENT APPLICATION DEVELOPER	\$	250	\$
	OPEN DATA APPLICATION DEVELOPER	\$	1000	\$
	PROGRAM MANAGER	\$	200	\$
	PROJECT MANAGER	\$	200	\$
	SERVER SUPPORT	\$	200	\$
	SOFTWARE DEVELOPER	\$	300	\$
	TECHNICAL WRITER/EDITOR	\$	80	\$
		<b>Evaluated Price Year 5</b>		\$
	<b>Total Evaluated Price (Years 1 – 5)</b>	\$		

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 Authorized Individual Name

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 Company Name

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 Title

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 Company Tax ID #

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 Signature

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 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 # 060B640037**

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

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

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

### INSTRUCTIONS

#### PLEASE READ BEFORE COMPLETING THIS FORM

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

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

identify other certified MBE subcontractors (see Section 4B of the MBE Participation Schedule) used to meet those goals or request a waiver. For example, for a construction contract that has a 27% MBE overall participation goal and subgoals of 7% for African American firms and 4% for Asian American firms, subject to Section 4 above and this Section 5, a certified African American MBE prime can self-perform (a) up to 13.5 % of the overall goal and (b) up to 7% of the African American subgoal. The remainder of the overall goal and subgoals would have to be met with other certified MBE firms or a waiver request.

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

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

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

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

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

#### **Subgoals (if applicable)**

Total African American MBE Participation: \_\_\_\_\_ %

Total Asian American MBE Participation: \_\_\_\_\_ %

Total Hispanic American MBE Participation: \_\_\_\_\_ %

Total Women-Owned MBE Participation: \_\_\_\_\_ %

**Overall Goal**

Total MBE Participation (include all categories): \_\_\_\_\_%

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

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

In conjunction with the bid or offer submitted in response to Solicitation No. 060B6400037, I affirm the following:

### 1. MBE Participation (PLEASE CHECK ONLY ONE)

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

\_\_\_\_ percent African American-owned MBE firms

\_\_\_\_ percent Asian American-owned MBE firms

\_\_\_\_ percent Hispanic American-owned MBE firms

\_\_\_\_ percent Woman-Owned MBE firms

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

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

### OR

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

### 2. Additional MBE Documentation

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

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

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

**3. Information Provided to MBE firms**

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

**4. MBE Participation Schedule**

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

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

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

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

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

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



**SECTION B: For all Contractors (including MBE Primes in a Joint Venture)**

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

**CONTINUE ON SEPARATE PAGE IF NEEDED**

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

\_\_\_\_\_  
 Bidder/Offeror Name  
 (PLEASE PRINT OR TYPE)

\_\_\_\_\_  
 Signature of Authorized Representative

\_\_\_\_\_  
 Address

\_\_\_\_\_  
 Printed Name and Title

\_\_\_\_\_  
 City, State and Zip Code

\_\_\_\_\_  
 Date

*SUBMIT AS INSTRUCTED IN TORFP*

## ATTACHMENT 2 -1B WAIVER GUIDANCE

### GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET MBE PARTICIPATION GOALS

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

#### I. Definitions

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

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

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

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

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

## II. Types of Actions Agency will Consider

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

### A. Identify Bid Items as Work for MBE Firms

#### 1. Identified Items of Work in Procurements

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

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

#### 2. Identified Items of Work by Bidders/Offerors

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

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

### B. Identify MBE Firms to Solicit

#### 1. MBE Firms Identified in Procurements

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

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

#### 2. MBE Firms Identified by Bidders/Offerors

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

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

**C. Solicit MBEs**

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

**D. Negotiate With Interested MBE Firms**

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

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

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

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

#### **E. Assisting Interested MBE Firms**

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

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

### **III. Other Considerations**

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

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

### **IV. Documenting Good Faith Efforts**

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

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

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

#### **B. Outreach/Solicitation/Negotiation**

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

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

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

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

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

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

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

D. Other Documentation

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

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



Exhibit A
MBE Subcontractor Unavailability Certificate

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

located at \_\_\_\_\_
(Number) (Street)

\_\_\_\_\_
(City) (State) (Zip)

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

\*\*\*\*\*

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

\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_

Signature of Minority Firm's MBE Representative Title Date

MDOT Certification # Telephone #

\*\*\*\*\*

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

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

Signature of Prime Contractor Title Date

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

Page \_\_ of \_\_

Prime Contractor:	Project Description:
Solicitation Number:	

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

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

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature of Representative

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Date

**GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST**

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

Page \_\_ of \_\_

Prime Contractor:	Project Description:
Solicitation Number:	

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

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

Please check if Additional Sheets are attached.

**GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST**

**Part 2 – identified MBE firms and record of solicitations**

Page \_\_ of \_\_

Prime Contractor:	Project Description:
Solicitation Number:	

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

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

Please check if Additional Sheets are attached.

**GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST**

**Part 3 – additional information regarding rejected MBE quotes**

Page \_\_ of \_\_

Prime Contractor:	Project Description:
Solicitation Number:	

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

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

Please check if Additional Sheets are attached.

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

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

In conjunction with the bid/proposal submitted in response to Solicitation No. 060B6400037, I state the following:

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

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

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

**4. Please Check One:**

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

**5. Please Check One:**

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

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature of Representative

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Date

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

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

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

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

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

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



<b>PRIME CONTRACTOR</b>	<b>SUBCONTRACTOR</b>
Signature of Representative: _____	Signature of Representative: _____
Printed Name and Title: _____	Printed Name and Title: _____
Firm's Name: _____	Firm's Name: _____
Federal Identification Number: _____	Federal Identification Number: _____
Address: _____ _____	Address: _____ _____
Telephone: _____	Telephone: _____
Date: _____	Date: _____

**ATTACHMENT 2 -3B MBE ATTACHMENT**  
**MBE PRIME PROJECT PARTICIPATION CERTIFICATION**

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

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

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

<p><b>MBE PRIME CONTRACTOR</b></p> <p>Signature of Representative:                  _____</p> <p>Printed Name and Title:                  _____</p> <p>Firm’s Name:                  _____</p> <p>Federal Identification Number:                  _____</p> <p>Address:                  _____                  _____</p> <p>Telephone:                  _____</p> <p>Date:                  _____</p>
--

This form must be completed monthly by the prime contractor.

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

**Department of Information Technology  
Minority Business Enterprise Participation**

**Prime Contractor Paid/Unpaid MBE Invoice Report**

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

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

(Required)

*This form must be completed monthly by MBE subcontractor*

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

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

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

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

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

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

_____ Contract Manager _____ Contracting Unit Department of Information Technology _____ _____ mailto:
--

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Required)



*This form must be completed monthly by MBE subcontractor.*

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

**Minority Business Enterprise Participation**

**Subcontractor Paid/Unpaid MBE Invoice Report**

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

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

List all payments received from Prime Contractor during reporting period indicated above. <table> <thead> <tr> <th>Invoice</th> <th>Amount</th> <th>Date</th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> </tbody> </table> Total Dollars Paid: \$_____	Invoice	Amount	Date	1.			2.			3.			4.			List dates and amounts of any unpaid invoices over 30 days old. <table> <thead> <tr> <th>Invoice</th> <th>Amount</th> <th>Date</th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> </tbody> </table> Total Dollars Unpaid: \$_____	Invoice	Amount	Date	1.			2.			3.			4.		
Invoice	Amount	Date																													
1.																															
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4.																															
Invoice	Amount	Date																													
1.																															
2.																															
3.																															
4.																															

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

_____ Contract Manager _____ Contracting Unit Department of Information Technology _____ _____ mailto:
--

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Required)

**ATTACHMENT 3 TASK ORDER AGREEMENT****CATS+ TORFP# 060B6400037 OF MASTER CONTRACT #060B2490023**

This Task Order Agreement (“TO Agreement”) is made this \_\_\_\_ of \_\_\_\_\_, 2016 by and between \_\_\_\_\_ (TO Contractor) and the STATE OF MARYLAND, Department of Information Technology (DoIT).

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
  - a) “Agency” means Department of Information Technology, as identified in the CATS+ TORFP # 060B6400037.
  - b) “CATS+ TORFP” means the Task Order Request for Proposals # 060B6400037, dated MONTH DAY, YEAR, including any addenda and amendments.
  - c) “Master Contract” means the CATS+ Master Contract between the Maryland Department of Information Technology and TO Contractor dated TBD.
  - d) “TO Procurement Officer” means Sini Jacob. The Agency may change the TO Procurement Officer at any time by written notice.
  - e) “TO Agreement” means this signed TO Agreement between DoIT and TO Contractor.
  - f) “TO Contractor” means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is \_\_\_\_\_.
  - g) “TO Manager” means Julia Fischer. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
  - h) “TO Technical Proposal” means the TO Contractor’s technical response to the CATS+ TORFP dated date of TO Technical Proposal.
  - i) “TO Financial Proposal” means the TO Contractor’s financial response to the CATS+ TORFP dated date of TO Financial Proposal.
  - j) “TO Proposal” collectively refers to the TO Technical Proposal and TO Financial Proposal.
2. Scope of Work
  - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supersede the Master Contract.
  - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 3 of the CATS+ TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
    - a) The TO Agreement,
    - b) Exhibit A – CATS+ TORFP
    - c) Exhibit B – TO Technical Proposal
    - d) Exhibit C – TO Financial Proposal



- 2.3 The TO Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the TO Agreement. No other order, statement or conduct of the TO Procurement Officer or any other person shall be treated as a change or entitle the TO Contractor to an equitable adjustment under this Section. Except as otherwise provided in this TO Agreement, if any change under this Section causes an increase or decrease in the TO Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the TO Agreement price shall be made and the TO Agreement modified in writing accordingly. The TO Contractor must assert in writing its right to an adjustment under this Section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the TO Contractor shall be allowed if asserted after final payment under this TO Agreement. Failure to agree to an adjustment under this Section shall be a dispute under the Disputes clause of the Master Contract. Nothing in this Section shall excuse the TO Contractor from proceeding with the TO Agreement as changed.
3. Time for Performance
- Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS+ TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of three (3) years, commencing on the date the TO Agreement is fully executed and terminating on the third anniversary thereof. At the sole option of the State, this TO Agreement may be extended for two (2) additional, one (1) year periods for a total TO Agreement period of up to five (5) years, ending on the fifth anniversary thereof.
4. Consideration and Payment
- 4.1 The consideration to be paid the TO Contractor shall not exceed \$\_\_\_\_\_. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.
- 4.2 Payments to the TO Contractor shall be made as outlined Section 3 of the CATS+ TORFP, but no later than thirty (30) days after the Agency's receipt of a proper invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.
- 4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is \_\_\_\_\_. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to the Agency TO Manager unless otherwise specified herein.
- 4.4 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer.

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, DoIT

\_\_\_\_\_  
By: Dale Eutsler, TO Procurement Officer

\_\_\_\_\_  
Date

Witness: \_\_\_\_\_

Approved for form and legal sufficiency this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
Assistant Attorney General

**ATTACHMENT 4 CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE**

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

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

Date: \_\_\_\_\_

By: \_\_\_\_\_

(Authorized Representative and Affiant)

## ATTACHMENT 5 LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY (INSTRUCTIONS)

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

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

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

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

**ATTACHMENT 5 5A – MINIMUM QUALIFICATIONS SUMMARY**

CATS+ TORFP # 060B6400037

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

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

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

**Master Contractor Representative:**

\_\_\_\_\_  
Signature Date

**Proposed Individual:**

\_\_\_\_\_  
Signature Date

**ATTACHMENT 5                      5B – PERSONNEL RESUME FORM**

CATS+ TORFP # 060B640037

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

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

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

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

**Relevant Work Experience\***

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

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

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

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

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

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



Contact Name:	<insert contact>
Contact Phone:	<insert phone>
Contact e-mail:	<insert e-mail>
Details:	<insert details>

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

**Master Contractor Representative:**

\_\_\_\_\_  
\_Signature Date

**Proposed Individual:**

\_\_\_\_\_  
Signature Date

*Instruction: Sign each form.*

**ATTACHMENT 6 PRE-PROPOSAL CONFERENCE DIRECTIONS****From Baltimore Area:**

- Take I-97 off the Baltimore Beltway heading south to Annapolis.
- I-97 will end and turn into Route 50 East.
- Take Rowe Blvd. exit toward downtown Annapolis.

**From the Eastern Shore or Route 2:**

- Cross the Severn River Bridge and exit on Rowe Blvd.

**From Either Direction:**

- Follow Rowe Blvd. to the third traffic light.
- Stay to the right when the road splits before the Treasury Building.
- Turn right onto Calvert St.
- 45 Calvert Street is the first building immediately on the right.
- Room 164 is on the first floor.
- Stop and register with the Security Guard; you will be directed to Room 164.

**Parking:**

- The closest garage is next to 45 Calvert St. but shall be entered from Clay St. This is the second right turn after turning onto Calvert St. Turn right onto Clay St. immediately after passing 45 Calvert St.
- Another garage is available about a half of a block down from 45 Calvert St. on the left, called Gotts' Garage.
- There is also limited metered parking available on Calvert and surrounding streets.

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

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS+ Solicitation Number (TORFP #): 060B6400037

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 the Department of Information Technology (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,

Sini Jacob

Task Order Procurement Officer

Enclosures (2)

cc: Julia Fischer, TO Manager

Procurement Liaison Office, Department of Information Technology

Project Oversight Office, Department of Information Technology

**ATTACHMENT 8 AGENCY DELIVERABLE PRODUCT ACCEPTANCE FORM**

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.

**ATTACHMENT 9 NON-DISCLOSURE AGREEMENT (OFFEROR)**

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.

## ATTACHMENT 10 NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is made as of this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the State of Maryland ("the State"), acting by and through its Department of Information Technology, DoIT, (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 <<Solicitation Title>> TORFP No. 060B640037 dated \_\_\_\_\_, (the "TORFP") issued under the Consulting and Technical Services procurement issued by the Department or Agency, Project Number 060B2490023; and

WHEREAS, in order for the TO Contractor to perform the work required under the TO Agreement, it will be necessary for the State to provide the TO Contractor and the TO Contractor's employees and agents (collectively the "TO Contractor's Personnel") with access to certain confidential information regarding \_\_\_\_\_ (the "Confidential Information").

NOW, THEREFORE, in consideration of being given access to the Confidential Information in connection with the TORFP and the TO Agreement, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties do hereby agree as follows:

1. Regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such, Confidential Information means (1) any and all information provided by or made available by the State to the TO Contractor in connection with the TO Agreement and (2) any and all personally identifiable information (PII) (including but not limited to personal information as defined in Md. Ann. Code, State Govt. § 10-1301) and protected health information (PHI) that is provided by a person or entity to the TO Contractor in connection with this TO Agreement. Confidential Information includes, by way of example only, information that the TO Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the TO Agreement.
2. TO Contractor shall not, without the State's prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information except for the sole and exclusive purpose of performing under the TO Agreement. TO Contractor shall limit access to the Confidential Information to the TO Contractor 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 certification, in the form of Exhibit B, that they have read this Agreement and agree to be bound by its terms and conditions. TO Contractor shall update Exhibit A by adding additional names as needed, from time to time and having such individuals execute a certification.
3. If the TO Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the TO Contractor's performance of the TORFP or who will otherwise have a role in performing any aspect of the TORFP, the TO Contractor shall first obtain the written consent of the State to any such dissemination. The State may grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion.
4. TO Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, to adopt or establish operating procedures and physical security measures, and to take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and to prevent all or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.
5. TO Contractor shall promptly advise the State in writing if it learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of the TO Contractor's Personnel or the TO Contractor's former

Personnel. TO Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).

- 6. TO Contractor shall, at its own expense, return to the Department or Agency, all Confidential Information in its care, custody, control or possession upon request of the Department or Agency or on termination of the TO Agreement.
- 7. A breach of this Agreement by the TO Contractor or by the TO Contractor’s Personnel shall constitute a breach of the Master Contract Agreement between the TO Contractor and the State.
- 8. TO Contractor acknowledges that any failure by the TO Contractor or the TO Contractor’s Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the TO Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The TO Contractor consents to personal jurisdiction in the Maryland State Courts. The State’s rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages from the TO Contractor and the TO Contractor’s Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys’ fees and disbursements) that are attributable, in whole or in part to any failure by the TO Contractor or any of the TO Contractor’s Personnel to comply with the requirements of this Agreement, the TO Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
- 9. TO Contractor and each of the TO Contractor’s Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement and the TO Contractor shall provide originals of such executed Agreements to the State.
- 10. The parties further agree that:
  - a) This Agreement shall be governed by the laws of the State of Maryland;
  - b) The rights and obligations of the TO Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;
  - c) The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
  - d) The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
  - e) Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and
  - f) The Recitals are not merely prefatory but are an integral part hereof.

**TO Contractor/TO Contractor’s Personnel:**

**DoIT:**

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

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



**Exhibit B****CONFIDENTIALITY AGREEMENT AND CERTIFICATE**

\_\_\_\_\_ affirms and states as follows:

1. I am \_\_\_\_\_ and am employed as a

\_\_\_\_\_ by \_\_\_\_\_.

2. I understand that it may be necessary for me to review confidential documents, or to be provided with information derived from confidential documents (collectively herein "Confidential Information"), as defined in the Non-Disclosure Agreement (TO Contractor) dated \_\_\_\_\_ ("the NDA"), which was agreed to by the Maryland Department of Information Technology and \_\_\_\_\_ (TO Contractor).

3. I have received and read a copy of the NDA and I fully understand its provisions. I understand and agree to be bound by the terms of the NDA, and to be personally responsible for preserving the confidentiality of documents and information in accordance with the NDA.

4. I will not disseminate any Confidential Information to any person, at any time, except in accordance with the strict terms and conditions of the NDA.

5. I will not use any Confidential Information at any time, for any person or entity, for any purposes other than as provided by the NDA.

6. The only persons with whom I shall have contact in connection with discussions about Confidential Information are those designated in the NDA.

7. I agree to immediately notify TO Contractor if I learn that the terms of the NDA or this Affidavit have been violated.

I solemnly affirm under the penalties of perjury that the matters set forth herein are true and correct.

\_\_\_\_\_

Print name: \_\_\_\_\_

Date: \_\_\_\_\_

## ATTACHMENT 11 TO CONTRACTOR SELF-REPORTING CHECKLIST

*The purpose of this checklist is for CATS+ Master Contractors to self-report on adherence to procedures for task orders (TO) awarded under the CATS+ Master Contract. Requirements for TO management can be found in the CATS+ Master Contract RFP and at the TORFP level. The Master Contractor is requested to complete and return this form by the Checklist Due Date below. Master Contractors may attach supporting documentation as needed. Please send the completed checklist and direct any related questions to [contractoversight.doit@maryland.gov](mailto: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:	
<b>Section 1 – Task Orders with Invoices Linked to Deliverables</b>	
A) Was the original TORFP (Task Order Request for Proposals) structured to link invoice payments to distinct deliverables with specific acceptance criteria? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, skip to Section 2.)	
B) Do TO invoices match corresponding deliverable prices shown in the accepted Financial Proposal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	
C) Is the deliverable acceptance process being adhered to as defined in the TORFP? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	
<b>Section 2 – Task Orders with Invoices Linked to Time, Labor Rates and Materials</b>	
A) If the TO involves material costs, are material costs passed to the agency without markup by the Master Contractor? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	
B) Are labor rates the same or less than the rates proposed in the accepted Financial Proposal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	
C) Is the Master Contractor providing timesheets or other appropriate documentation to support invoices? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	
<b>Section 3 – Substitution of Personnel</b>	
A) Has there been any substitution of personnel? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, skip to Section 4.)	
B) Did the Master Contractor request each personnel substitution in writing? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	

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

SUBMIT AS INSTRUCTED IN TORFP.

**ATTACHMENT 12 LIVING WAGE AFFIDAVIT OF AGREEMENT**

Contract No. \_\_\_\_\_

Name of Contractor \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

**If the Contract is Exempt from the Living Wage Law**

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

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

**If the Contract is a Living Wage Contract**

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

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

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

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

Name of Authorized Representative: \_\_\_\_\_

Signature of Authorized Representative \_\_\_\_\_

Date: \_\_\_\_\_ Title: \_\_\_\_\_

Witness Name (Typed or Printed): \_\_\_\_\_

Witness Signature and Date: \_\_\_\_\_

**ATTACHMENT 13 MERCURY AFFIDAVIT**

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.

## **ATTACHMENT 14 VETERAN SMALL BUSINESS ENTERPRISE PARTICIPATION (VSBE) FOR STATE OF MARYLAND**

The VSBE participation goal for this solicitation is 1%.

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

### **PURPOSE**

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

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

### **GUIDELINES FOR VSBE SELF-PERFORMANCE**

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

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

### **SUMMARY OF REPORTS**

#### **A. Must be submitted with offer**

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

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

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

#### **C. After Award – must be submitted monthly**

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

**SOLICITATION AND TO FORMATION**

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

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

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

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

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

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



**TO ADMINISTRATION REQUIREMENTS**

The TO Contractor, once awarded the TO shall:

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

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

## **ATTACHMENT 14 VETERAN SMALL BUSINESS ENTERPRISE REPORTING REQUIREMENTS**

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

**ATTACHMENT 14 V-1A  
OFFEROR ACKNOWLEDGEMENT OF TASK ORDER VSBE REQUIREMENTS**

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

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

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

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

\_\_\_\_\_  
Offeror Name

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Printed Name, Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

**ATTACHMENT 14 V-1 VETERAN-OWNED SMALL BUSINESS ENTERPRISE  
UTILIZATION AFFIDAVIT AND VSBE PARTICIPATION SCHEDULE**

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

Part 1 - Affidavit

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

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

**OR**

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

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

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

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

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

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

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

Part 2 - VSBE Participation Schedule

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

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

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

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

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

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

Continue on a separate page, if needed

**Total VSBE Participation** \_\_\_\_\_ %

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

Bidder/ Offeror Name  
(PLEASE PRINT OR TYPE)

Signature of Affiant

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

SUBMIT AS INSTRUCTED IN TORFP

**ATTACHMENT 14 V-2A VSBE SUBCONTRACTOR PROJECT PARTICIPATION STATEMENT**

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

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

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

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

**PRIME CONTRACTOR SIGNATURE**

**SUBCONTRACTOR SIGNATURE**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name, Title

Name, Title

\_\_\_\_\_

\_\_\_\_\_

Date

Date

**ATTACHMENT 14 V-2B VSBE PRIME CONTRACTOR PROJECT PARTICIPATION STATEMENT**

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

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

Provided that \_\_\_\_\_ (Prime Contractor) is awarded the State contract in conjunction with Solicitation No. \_\_\_\_\_, such VSBE Prime Contractor intends to perform work with its own forces to be counted toward the VSBE participation goal as described below:

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

By:

\_\_\_\_\_  
Signature of VSBE Prime Representative

\_\_\_\_\_  
Printed Name and Title of VSBE Prime Representative

\_\_\_\_\_  
Date



**ATTACHMENT 14 V-3 VSBE PRIME CONTRACTOR UNPAID INVOICE REPORT**

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

Date: \_\_\_\_\_

Task Order Title: \_\_\_\_\_

Task Order Number: \_\_\_\_\_

Prime Contractor Name: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

Invoice Number	Invoice Date	Invoice Amount	Reason for Non-Payment

Prime Contractor Signature \_\_\_\_\_

Date \_\_\_\_\_

**ATTACHMENT 14 V-4 VSBE SUBCONTRACTOR UNPAID INVOICE REPORT**

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

Date: \_\_\_\_\_

Task Order Title: \_\_\_\_\_

Task Order Number: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

Prime Contractor Name: \_\_\_\_\_

**Payments:**

Invoice Number	Payment Date	Payment Amount	Comments

**Outstanding Invoices:**

Invoice Number	Invoice Date	Invoice Amount	Comments

Subcontractor Signature \_\_\_\_\_

Date \_\_\_\_\_

**ATTACHMENT 15 CERTIFICATION REGARDING INVESTMENTS IN IRAN**

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

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

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

*The Investment Activities in Iran list is located at: [www.bpw.state.md.us](http://www.bpw.state.md.us)*

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

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

**CERTIFICATION REGARDING INVESTMENTS IN IRAN**

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

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

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

Name of Authorized Representative: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Date: \_\_\_\_\_ Title: \_\_\_\_\_

Witness Name (Typed or Printed): \_\_\_\_\_

Witness Signature and Date: \_\_\_\_\_

**ATTACHMENT 16 SAMPLE WORK ORDER**

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

**ATTACHMENT 17 CRIMINAL BACKGROUND CHECK AFFIDAVIT**

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.