CONSULTING AND TECHNICAL SERVICES+ (CATS+)

TASK ORDER REQUEST FOR PROPOSALS (TORFP)

MARYLAND

COMPTROLLER OF MARYLAND (COM)

SOLICITATION NUMBER E00B9400005

LEGACY SYSTEM AND HELP DESK SUPPORT

ISSUE DATE: AUGUST 10, 2018
## COMPTROLLER OF MARYLAND (COM)

### KEY INFORMATION SUMMARY SHEET

<table>
<thead>
<tr>
<th>Solicitation Title:</th>
<th>LEGACY SYSTEM &amp; HELP DESK SUPPORT</th>
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</thead>
<tbody>
<tr>
<td>Solicitation Number (TORFP#):</td>
<td>E00B9400005</td>
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<tr>
<td>Functional Area:</td>
<td>Functional Area 5 - Software Engineering</td>
</tr>
<tr>
<td>TORFP Issue Date:</td>
<td>August 10, 2018</td>
</tr>
<tr>
<td>TORFP Issuing Office:</td>
<td>Comptroller of Maryland (COM)</td>
</tr>
<tr>
<td>COM Location:</td>
<td>Annapolis Maryland</td>
</tr>
</tbody>
</table>
| TO Procurement Officer: | Michael E. Balderson  
80 Calvert St, Room 215  
Louis L. Goldstein Treasury Building  
Annapolis, MD 21401  
MBalderson@comp.state.md.us  
410-260-6330 |
| TO Manager: | John Hiter  
P.O. Box 466  
Annapolis, MD 21404  
Jhiter@comp.state.md.us  
410-260-7635 |
| TO Proposals are to be sent to: | ITProcurement@comp.state.md.us |
| TO Pre-Proposal Conference: | August 22, 2018, 9:00 AM  
Louis L. Goldstein Treasury Building,  
Assembly Room,  
80 Calvert St.  
Annapolis, MD 21401 |
| TO Proposals Due (Closing) Date and Time: | September 5, 2018 10:00 AM Local Time  
Offerors reminded that a completed Feedback Form is requested if a no-bid decision is made (see Section 5). |
<p>| MBE Subcontracting Goal: | 24% |
| VSBE Subcontracting Goal: | 0% |
| Task Order Type: | Time &amp; Materials. |
| Task Order Duration: | Five (5) years, commencing on date of Notice-to-Proceed. |
| Primary Place of Performance: | Annapolis Data Center |</p>
<table>
<thead>
<tr>
<th></th>
<th>108 Carroll Street Annapolis MD</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>SBR Designation:</strong></td>
<td>No</td>
</tr>
<tr>
<td><strong>Federal Funding:</strong></td>
<td>No</td>
</tr>
<tr>
<td><strong>Questions Due Date and Time</strong></td>
<td>August 27, 2018, 10:00 AM Local Time</td>
</tr>
</tbody>
</table>
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1 Minimum Qualifications

1.1 Offeror Personnel Minimum Qualifications

Offeror Personnel shall meet the following minimum qualification criteria to be eligible for consideration in the evaluation of this TORFP.

Offeror must propose three (3) Key Personnel to fulfill the following roles:

1. Computer Programmer Senior (2)
2. Help Desk Specialist (Junior) (1)

All Personnel must meet the identified labor categories and labor category descriptions as described in CATS + RFP Section 2.10 (http://doit.maryland.gov/contracts/Documents/CATSPlus2016/060B2490023-2016CATSPlus2016RFP.pdf).

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2  TO Contractor Requirements: Scope of Work

2.1 Summary Statement

2.1.1 The Comptroller of Maryland (COM) is issuing this CATS+ TORFP in order to acquire information technology expertise in support of legacy systems maintenance and helpdesk support.

2.1.2 The COM will have the option of adding up to three (3) additional resources to this Task Order for a maximum six (6) resources. All resources beyond the initial three (3) will be requested via a Work Order (see Section 2.5).

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

2.2 Background and Purpose

The COM provides revenue services to millions of individuals, businesses, and organizations each year. The Information Technology Division (ITD) supports 1200-1400 end users (internal, seasonal, contractual and third party service providers) located on site and remote, 68 state agencies that leverage our mainframe located in the Annapolis Data Center (ADC).

The COM IT infrastructure is a complex environment composed of two Data Centers (Annapolis and Baltimore), 9 field offices, an IBM mainframe, 350+ windows and Linux servers, a SAN with a 500+ terabyte capacity, 190 network devices, 1800 desktops and related peripheral devices, 128 custom web applications, and telecommunications equipment supporting a variety of software systems and developed applications. The infrastructure has enabled the COM to process information electronically, using technologies such as, imaging and forms processing, file transfers, and interactive on-line web applications. Electronic filing through professional tax preparers and web applications makes it possible to process returns and greatly reduce the need for submission of paper forms.

With the anticipated implementation of Compass, the new integrated tax system, the COM requires additional IT and helpdesk support to augment the current IT staff.

2.2.1 Existing Hardware

A. IBM z13 Model 2965-N10

1) Capacity 216 GB central storage
2) Capacity – U02/P03 Engines – 2/3
3) 5.0 GHz 8-core processor chips
4) 1,568 MIPS (millions of instructions per second)
5) 32 ports – Ficon16S
6) 8 ports/4 chpds OSA Express5s cards
7) 4 Crypto5s cards

B. 300+ Server Distributed Environment

1) IBM Blade Systems
2) V7000 Storage Systems
3) Virtual Tape
4) 1400 Dell laptop and desktop computers
2.2.2 Existing Software

A. Mainframe Environment
   1) Operating system IBM z/OS version 1.13
   2) DB2 v11
   3) CICS v5.2
   4) COBOL v4.2

B. Distributed Environment
   1) HyperV/VMWare
   2) Windows Server 2008-2016
   3) ASP
   4) Visual Basic.net
   5) C#.net
   6) Webforms
   7) MVC
   8) SQL/Sequel Server
   9) Microsoft Windows 7
   10) Office 2010 and 2013

2.2.3 State Staff and Roles

In addition to the TO Procurement Officer and TO Manager, the contractor will interact with a State project manager who will be responsible for day-to-day direction for the TO contractor programming staff.

2.2.4 Other State Responsibilities

A. The State will provide normal office working facilities and equipment reasonably necessary for TO Contractor performance under this Task Order. Any special requirements (e.g., reprographic services, computer time, and key data entry) shall be identified.

B. The State is responsible for providing required information, data, documentation, and test data to facilitate the TO Contractor’s performance of the work, and will provide such additional assistance and services as is specifically set forth.
2.3 Requirements

2.3.1 Computer Programmer (Senior)

2.3.1.1 Provide IT system, hardware and software support and maintenance for COM IT existing legacy systems.

2.3.1.2 Perform break fix of identified IT issues.

2.3.1.3 Provide support, management and installation services for desktop and server operating systems.

2.3.1.4 Work in cooperation with the current contractors as well as other COM staff.

2.3.1.5 Troubleshoot tickets escalated from the helpdesk regarding network issues.

2.3.1.6 Develop software using mainframe tools.

2.3.1.7 Troubleshoot existing code using standard practices.

2.3.1.8 Participate in regular team planning meeting to receive tasking and provide status.

2.3.1.9 Participate in monthly status meetings to include providing a monthly status.

2.3.2 Help Desk Specialist (Junior)

2.3.2.1 Work in cooperation with the current contractors as well as other COM staff.

2.3.2.2 Answer Service Desk calls and log each call into the IT Service Desk system.

2.3.2.3 Review call history, assess the problem, resolve the problems, and document in the IT Service Desk system.

2.3.2.4 Set up new workstations and printers to access the network.

2.3.2.5 Deploy new state procured equipment and software to the existing network.

2.3.2.6 Create/restore workstation images.

2.3.2.7 Troubleshoot workstation network connectivity issues.

2.3.2.8 Troubleshoot issues regarding all hardware and software stated above.

2.3.2.9 Install software/hardware on workstations.

2.3.2.10 Update Service Desk requests on a daily basis.

2.3.3 Required Project Policies, Guidelines and Methodologies

The TO Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting Information Technology projects, which may be created or changed periodically. Offeror is required to review all applicable links provided below and state compliance in its response.
It is the responsibility of the TO Contractor to ensure adherence and to remain abreast of new or revised laws, regulations, policies, standards and guidelines affecting project execution. These include, but are not limited to:


2.4 Deliverables

2.4.1 The following deliverables are anticipated:

A. Monthly status report
B. Transition-Out Plan

2.4.2 Deliverable Submission

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

B. Unless specified otherwise, written deliverables shall be compatible with Microsoft Office, Microsoft Project and/or Microsoft Visio within two (2) versions of the current version. At the TO Manager’s discretion, the TO Manager may request one hard copy of a written deliverable.

C. 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.

D. For any written deliverable, the TO Manager may request a draft version of the deliverable, to comply with the minimum deliverable quality criteria listed in Section 2.4.4 Minimum Deliverable Quality. Drafts of each final deliverable, except status reports, are required at least two weeks in advance of when the final deliverables are due (with the exception of deliverables due at the beginning of the project where this lead-time is not possible, or where draft delivery date is explicitly specified). Draft versions of a deliverable shall comply with the minimum deliverable quality criteria listed in Section 2.4.4 Minimum Deliverable Quality.

2.4.3 Deliverable Acceptance

A. A final deliverable shall satisfy the scope and requirements of this TORFP for that deliverable, including the quality and acceptance criteria for a final deliverable as defined in Section 2.4.5 Deliverable Descriptions/Acceptance Criteria.

B. 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.

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

2.4.4 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 information reasonably 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.
H. Must contain the date, author, and page numbers. When applicable for a deliverable, a revision table must be included.
I. A draft written deliverable may contain limited structural errors such as incorrect punctuation, and shall represent a significant level of completeness toward the associated final written deliverable. The draft written deliverable shall otherwise comply with minimum deliverable quality criteria above.

2.4.5 Deliverable Descriptions/Acceptance Criteria

In addition to the items identified in the table below, the TO Contractor may suggest other subtasks, artifacts, or deliverables to improve the quality and success of the assigned tasks.

<table>
<thead>
<tr>
<th>ID #</th>
<th>Deliverable Description</th>
<th>Acceptance Criteria</th>
<th>Due Date / Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.4.5.1</td>
<td>Monthly Status Reports</td>
<td>The TO Contractor shall provide a monthly progress report after the end of the prior month. At a minimum, the monthly progress report shall contain: • TO Agreement number, • Work accomplished during the month;</td>
<td>Initial Delivery: 10 Business Days after prior month’s end</td>
</tr>
<tr>
<td>Deliverables</td>
<td>2.4.5.2 Transition-Out Plan</td>
<td>2.4.5.5.5 Transition-Out Plan</td>
<td></td>
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<tr>
<td>----------------------------------</td>
<td>-----------------------------</td>
<td>-----------------------------</td>
<td></td>
</tr>
<tr>
<td>(submitted, due, overdue, approval status, and payment status);</td>
<td>Microsoft Office following COM format</td>
<td>Draft due 120 Business days prior to end of TO. Final due 60 Business days prior to end of TO.</td>
<td></td>
</tr>
<tr>
<td>Staffing (planned labor hours and actual labor hours per resource);</td>
<td></td>
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<td></td>
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<tr>
<td>Project risks (including mitigation status);</td>
<td></td>
<td></td>
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<tr>
<td>Planned activities for the next reporting period; and</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>An accounting report for the current reporting period</td>
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</table>

Format: Microsoft Word or PowerPoint
3 TO Contractor Requirements: General

3.1 Task Order Initiation Requirements
   A. TO Contractor shall schedule and hold a kickoff meeting within 10 Business Days of NTP Date.
   B. Key Personnel shall be available within 30 days of NTP.

3.2 End of Task Order Transition
   3.2.1 The TO Contractor shall provide transition assistance as requested by the State to facilitate the orderly transfer of services to the State or a follow-on contractor, for a period up to 60 days prior to Task Order end date, or the termination thereof. Such transition efforts shall consist, not by way of limitation, of:
      A. Provide additional services and/or support as requested to successfully complete the transition;
      B. Maintain the services called for by the Task Order at the required level of proficiency;
      C. Provide updated System Documentation, as appropriate; and
      D. Provide current operating procedures (as appropriate).
   3.2.2 The TO Contractor shall work toward a prompt and timely transition, proceeding in accordance with the directions of the TO Manager. The TO Manager may provide the TO Contractor with additional instructions to meet specific transition requirements prior to the end of Task Order.
   3.2.3 The TO Contractor shall ensure that all necessary knowledge and materials for the tasks completed are transferred to the custody of State personnel or a third party, as directed by the TO Manager.
   3.2.4 The TO Contractor shall support end-of-Task Order transition efforts with technical and project support to include but not be limited to:
      A. The TO Contractor shall provide a draft Transition-Out Plan 120 Business Days in advance of Task Order end date.
      B. The Transition-Out Plan shall address at a minimum the following areas:
         1) Any staffing concerns/issues related to the closeout of the Task Order;
         2) Communications and reporting process between the TO Contractor, the COM and the TO Manager;
         3) Security and system access review and closeout;
         4) Any hardware/software inventory or licensing including transfer of any point of contact for required software licenses to the COM or designee (as appropriate);
         5) Knowledge transfer, to include:
            a) Plans to complete tasks and any unfinished work items (including open change requests, and known bug/issues); and
            b) Any risk factors with the timing and the Transition-Out schedule and transition process. The TO Contractor shall document any risk factors and suggested solutions.
3.3 Invoicing

3.3.1 Definitions

A. “Proper Invoice” means a bill, written document, or electronic transmission, readable by the agency, provided by a vendor requesting an amount that is due and payable by law under a written procurement contract for property received or services rendered that meets the requirements of COMAR 21.06.09.02.

B. “Late Payment” means any amount that is due and payable by law under a written procurement contract, without deferral, delay, or set-off under COMAR 21.02.07.03, and remains unpaid more than 45 days after an agency receives a Proper Invoice.

C. “Payment” includes all required processing and authorization by the Comptroller of the Treasury, as provided under COMAR 21.02.07, and may be deferred, delayed, or set-off as applicable under COMAR 21.02.07.03.

3.3.2 General

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

B. The TO Contractor shall email the original of each invoice and signed authorization to invoice to ITInvoices@comp.state.md.us.

C. All invoices for services shall be verified by the TO Contractor as accurate at the time of submission.

D. Invoices submitted without the required information cannot be processed for payment. A Proper Invoice, required as Payment documentation, must include the following information, without error:

1) TO Contractor name and address;
2) Remittance address;
3) Federal taxpayer identification (FEIN) number, social security number, as appropriate;
4) Invoice period (i.e. time period during which services covered by invoice were performed);
5) Invoice date;
6) Invoice number;
7) State assigned TO Agreement number;
8) State assigned (Blanket) Purchase Order number(s);
9) Goods or services provided;
10) Amount due; and
11) Any additional documentation required by regulation or the Task Order.

E. Invoices that contain both fixed price and time and material items shall clearly identify the items as either fixed price or time and material billing.

F. The COM reserves the right to reduce or withhold Task Order payment in the event the TO Contractor does not provide the COM with all required deliverables within the period specified in the Task Order, or otherwise breaches the terms and conditions of the Task Order.
Order until such time as the TO Contractor brings itself into full compliance with the Task Order.

G. Any action on the part of the COM or dispute of action by the TO Contractor, shall be in accordance with the provisions of Md. Code Ann., State Finance and Procurement Article §§ 15-215 through 15-223 and with COMAR 21.10.04.

H. The State is generally exempt from federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes and transportation taxes. The TO Contractor; however, is not exempt from such sales and use taxes and may be liable for the same.

I. 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.

3.3.3 Invoice Submission Schedule

Invoices shall be submitted monthly and within 30 days of delivery of goods and services unless otherwise accepted in the TO Proposal or Work Order response.

3.3.4 Time and Materials Invoicing

A. Time and Material invoices shall be accompanied by notice(s) of acceptance issued by the State for all invoices submitted for payment: via email to ITInvoices@comp.state.md.us. 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.

B. Time Sheet Reporting

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 Task Order.

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

1) Title: “Time Sheet for <<xxxxx>>”

2) Issuing company name, address, and telephone number

3) For each employee /resource:
   a) Employee / resource name
   b) For each Period ending date, e.g., “Period Ending: mm/dd/yyyy” (Periods run 1st through 15th and 16th through last day of the month.
      i) Tasks completed that week and the associated deliverable names and ID#s
      ii) Number of hours worked each day
      iii) Total number of hours worked that Period
      iv) Period variance above or below 40 hours
      v) Annual number of hours planned under the Task Order
      vi) Annual number of hours worked to date
      vii) Balance of hours remaining
viii) Annual variance to date (Sum of periodic variances)

4) Signature and date lines for the TO Manager

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

3.3.5 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.
B. The proper invoice has not been received by the party or office specified in the Task Order.
C. The invoice or performance is in dispute or the TO Contractor has failed to otherwise comply with the provisions of the Task Order.
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 Task Order provides for progress payments, the proper invoice for the progress payment has not been submitted pursuant to the schedule.
H. If the Task Order provides for withholding a retainage and the invoice is for the retainage, not all stipulated conditions for release of the retainage have 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 contract and compliance with its provisions.

3.3.6 Travel Reimbursement

Travel will not be reimbursed under this TORFP.

3.3.7 Retainage

This solicitation does not require retainage.

3.4 Liquidated Damages

This solicitation does not require additional liquidated damages.

3.5 Insurance Requirements

3.5.1 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).

3.5.2 Cyber Security/Data Breach Insurance

In addition to the insurance specified in the CATS+ RFP Section 2.7, TO Contractor shall maintain Cyber Security / Data Breach Insurance for ten million dollars ($10,000,000) per occurrence. The coverage must be valid at all locations where work is performed or data or other information concerning State residents and employees is processed or stored.

3.6 Security Requirements

The following security requirements are applicable to the Contract.
3.6.1 Employee Identification

A. Contractor Personnel shall, while on State premises, display his or her State issued identification card without exception. Upon request of authorized State personnel, each such Contractor Personnel shall provide additional photo identification.

B. Contractor Personnel shall cooperate with State site requirements, including but not limited to, having an escort at all times, providing information for State badge issuance, and wearing the badge in a visual location at all times. The Contractor shall be responsible for all costs associated with obtaining the State ID badge (currently $15.00 per original card).

C. Contractor shall remove any Contractor Personnel from working on the Contract where the State determines, in its sole discretion that said Contractor Personnel has not adhered to the Security requirements specified herein.

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

3.6.2 Criminal Background Check

A. A background investigation, including a State and national criminal history records check from the Criminal Justice Information System (CJIS) Central Repository of the Department of Public Safety and Correctional Services (“Central Repository”), a civil history records check, and a review of FBI fingerprint results, for each Contractor Personnel providing any services shall be completed prior to each Contractor Personnel providing any services or commencing any work under the Contract.

B. The Contractor shall obtain from each individual required to obtain a background investigation a statement of release permitting the background investigation (Appendix 3 Authorization of Release of Information) permitting the background investigation and submission of two (2) complete sets of the individual’s legible fingerprints taken in a format approved by the Director of the Central Repository and the Director of the FBI.

C. The Agency will obtain a background investigation for each individual using a source of its choosing. The Contractor shall be responsible for all costs associated with obtaining the fingerprint check (currently $32.00 per submission). The Agency reserves the right to perform additional background investigations on Contractor Personnel.

D. Persons with a criminal record may not perform services under this Contract unless prior written approval is obtained from the Contract Monitor. The Contract Monitor reserves the right to reject any individual based upon the results of the background check. Decisions of the Contract Monitor as to acceptability of a candidate are final. The State reserves the right to refuse any individual Contractor Personnel to work on State premises, based upon certain specified criminal convictions, as specified by the State.

E. The CJIS criminal record check of each Contractor Personnel who will work on State premises shall be reviewed by the Agency for convictions of any of the following crimes described in the Annotated Code of Maryland, Criminal Law Article:

   i. §§ 6-101 through 6-104, 6-201 through 6-205, 6-409 (various crimes against property);

   ii. any crime within Title 7, Subtitle 1 (various crimes involving theft);

   iii. §§ 7-301 through 7-303, 7-313 through 7-317 (various crimes involving telecommunications and electronics);
iv. §§ 8-201 through 8-302, 8-501 through 8-523 (various crimes involving fraud);

v. §§9-101 through 9-417, 9-601 through 9-604, 9-701 through 9-706.1 (various crimes against public administration); or

vi. a crime of violence as defined in CL § 14-101(a).

F. Contractor Personnel with Access to systems supporting the State or to State data who have been convicted of a felony or of a crime involving telecommunications and electronics from the above list of crimes shall not be permitted to work on State premises under this Contract; Contractor Personnel who have been convicted within the past five (5) years of a misdemeanor from the above list of crimes shall not be permitted to work on State premises.

G. The cost of complying with all security requirements specified herein, including the fingerprint check (see Section 3.7.2.B) and obtaining a State ID card (see Section 3.7.1.A-B) are the sole responsibility and obligation of the Contractor and its Subcontractors and no such costs shall be passed through to or reimbursed by the State or any of its agencies or units.

3.6.3 On-Site Security Requirement(s)

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

   i. Contractor Personnel may be subject to random security checks when entering and leaving State secured areas. The State reserves the right to require Contractor Personnel to be accompanied while in secured premises.

B. Any Contractor Personnel who enters the premises of a facility under the jurisdiction of the Agency may be searched, fingerprinted (for the purpose of a criminal history background check and IRS Publication 1075 compliance), photographed and required to wear an identification card issued by the Agency.

C. Further, 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 Contractor Personnel seeks access. The failure of any of the Contractor Personnel to comply with any provision of the Contract is sufficient grounds for the State to terminate the Contract immediately for default.

D. Contractor shall follow the COM Computer Guidelines and Electronic Communications Policy, State of Maryland IT Security Policy and Standards, and IRS Publication 1075 requirements throughout the term of the Contract.

3.6.4 Information Technology

A. The Contractor shall:

   1) Implement administrative, physical, and technical safeguards to protect State data that are no less rigorous than accepted industry best practices for information Security such as those listed below

   2) Ensure that all such safeguards, including the manner in which State data is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws as well as the terms and conditions of the Contract; and

   3) The Contractor, and Contractor Personnel, shall (i) abide by all applicable federal, State and local laws, rules and regulations concerning Security of Information Systems and Information Technology, (ii) comply with and adhere to the State IT Security Policy and Standards, and (iii) comply with and adhere to IRS Publication
3.6.5 Data Protection and Controls

All TO Contractor Personnel supporting this TO are subject to the same security requirements as COM employees. This includes:

A. Following all laws and regulations found in the following:
   1) Maryland Tax-General Article, 13-201, 202, 203, 204, 205, 206 and 1018
   2) Maryland Criminal Law Article, 7-302 and 8-606
   3) 44 Opinions of the Attorney General 350 (1959)
   4) Internal Revenue Service Publication 1075
   5) Internal Revenue Code, 26 USC 6103, 7213, 7213A and 7431

B. All TO Contractor Personnel supporting this TO are required to sign the certificate of confidentiality in the form of Appendix 7.

C. 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.

D. 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/subcontractor shall complete any necessary paperwork as directed and coordinated with the TO Agreement Monitor to obtain approval by the State to connect TO Contractor/subcontractor-owned equipment to a State LAN/WAN.

3.6.6 Security Incident Response

A. The TO Contractor shall notify the COM in accordance with Section 3.7.9A-D when any TO Contractor system that may access, process, or store State data or State systems experiences a Security Incident or a Data Breach as follows:
   1) notify the COM within twenty-four (24) hours of the discovery of a Security Incident by providing notice via written or electronic correspondence to the TO Manager, COM chief information officer and COM chief information security officer;
   2) notify the COM within two (2) hours if there is a threat to TO Contractor’s Solution as it pertains to the use, disclosure, and security of State data; and
   3) provide written notice to the COM within one (1) Business Day after TO Contractor’s discovery of unauthorized use or disclosure of State data and thereafter all information the State or COM requests concerning such unauthorized use or disclosure.

B. TO Contractor’s notice shall identify:
   1) the nature of the unauthorized use or disclosure;
   2) the State data used or disclosed,
   3) who made the unauthorized use or received the unauthorized disclosure;
4) what the TO Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and

5) what corrective action the TO Contractor has taken or shall take to prevent future similar unauthorized use or disclosure.

6) The TO Contractor shall provide such other information, including a written report, as reasonably requested by the State.

C. The TO Contractor may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the TO Agreement. Discussing Security Incidents with the State should be handled on an urgent as-needed basis, as part of TO Contractor communication and mitigation processes as mutually agreed upon, defined by law or contained in the TO Agreement.

D. The Contractor shall comply with all applicable laws that require the notification of individuals in the event of unauthorized release of State data or other event requiring notification, and, where notification is required, assume responsibility for informing all such individuals in accordance with applicable law and to indemnify and hold harmless the State (or COM) and its officials and employees from and against any claims, damages, and actions related to the event requiring notification.

3.6.7 Data Breach Responsibilities

A. If the TO Contractor reasonably believes or has actual knowledge of a Data Breach, the TO Contractor shall, unless otherwise directed:

1) Notify the appropriate State-identified contact within 24 hours by telephone in accordance with the agreed upon security plan or security procedures unless a shorter time is required by applicable law;

2) Cooperate with the State to investigate and resolve the data breach;

3) Promptly implement commercially reasonable remedial measures to remedy the Data Breach; and

4) Document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services.

B. If a Data Breach is a direct result of the TO Contractor’s breach of its TO Agreement obligation to encrypt State data or otherwise prevent its release, the TO Contractor shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by State law; (3) a credit monitoring service required by State or federal law; (4) a website or a toll-free number and call center for affected individuals required by State law; and (5) complete all corrective actions as reasonably determined by TO Contractor based on root cause; all [(1) through (5)] subject to the TO Agreement’s limitation of liability.
3.6.8 Additional security requirements may be established in a Task Order and/or a Work Order.

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

3.6.10 Provisions in Sections 3.7.1 – 3.7.10 shall survive expiration or termination of the TO Agreement. Additionally, the TO Contractor and shall flow down the provisions of Sections 3.7.4-3.7.12 (or the substance thereof) in all subcontracts.

3.7 Performance and Personnel

3.7.1 Roles and Responsibilities

Personnel roles and responsibilities under the Task Order:

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 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 Task Order. 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** – Any official, employee, agent, Subcontractor, or Subcontractor agents of the TO Contractor who is involved with the Task Order over the course of the Task Order period of performance.

F. **Key Personnel** – A subset of TO Contractor Personnel whose departure during the performance period, in the State’s opinion will, have a substantial negative impact on Task Order performance. Key Personnel proposed as part of the TO Proposal shall start as of TO Agreement issuance unless specified otherwise in this TORFP or the Offeror’s TO Technical Proposal. Key Personnel may be identified after Task Order award.

3.7.2 Offeror Experience

The following preferred experience will be evaluated as part of the TO Technical Proposal (see the Offeror experience, capability and references evaluation factor from Section 6.2):

A. Demonstrated successful experience providing consulting and technical services to financial and tax institutions.

B. Previous experience with data center re-locations that included Mainframe hardware.
3.7.3 Personnel Experience
The following preferred experience will be evaluated as part of the TO Technical Proposal (see the capability of proposed resources evaluation factor from Section 6.2):

A. Minimum of 10 years’ experience in the field of application development
B. Advanced knowledge of mainframe programming and debugging platforms & utilities; COBOL, CICS, DB2, and JCL.
C. Experience should demonstrate progressively more challenging and complex applications of COBOL, CICS, and DB2 in the areas of coding, testing, debugging, documenting, maintaining, and modifying complex applications programs
D. Functional knowledge of programming and debugging tools such as File Aid, Abend Aid and Expediter
E. Previous experience with financial and/or tax systems.
F. Previous experience with mainframe advanced function printing.

3.7.4 Number of Personnel to Propose
As part of the TO Proposal evaluation, Offerors shall propose exactly three (3) Key personnel who are expected to be available as per Section 3.1. Offerors shall describe in a Staffing Plan how additional resources shall be acquired to meet the needs of the COM. Offerors may generally describe planned positions in a Staffing Plan. Such planned positions may not be used as evidence of fulfilling personnel minimum qualifications.

3.7.5 Labor Categories

A. The Labor Categories are identified and described below. To be responsive to this TORFP, Offerors must be capable of providing and meeting the minimum qualifications for all the labor categories listed. Offerors shall submit a TO Financial Proposal Form (Attachment P) that provides labor rates for all labor categories for all Task Order years (initial term and any option periods). Actual resumes shall be provided only for Key Personnel as described in Section 1. Resumes for resources provided later shall be coordinated by the TO Manager per the TO Technical Proposal and, if requested in a Work Order, shall be governed by the Work Order process.

1) Computer Programmer Senior (Key)
2) Help Desk Specialist (Junior) (Key)
3) Database Manager
4) Network Engineer Senior
5) Engineer, Interdisciplinary (Senior)

B. Each Labor Category includes Titles, Position Description, Education and Experience (General and Specialized).
C. Education and experience described below constitute the minimum qualifications for candidates proposed in response to a TORFP. All experience required must have occurred within the most recent ten (10) years.
D. TO Contractor Personnel Experience (including Key Personnel submitted in response to this TORFP).
3.7.6 **Substitution of Education for Experience**

A Bachelor’s Degree or higher may be substituted for the general and specialized experience for those labor categories requiring a High School Diploma. A Master’s Degree may be substituted for two years of the general and specialized experience for those labor categories requiring a Bachelor’s Degree. Substitution shall be reviewed and approved by the State at its discretion.

3.7.7 **Substitution of Experience for Education**

A. Substitution of experience for education may be permitted at the discretion of the State.

B. Substitution of Professional Certificates for Experience:

C. Professional certification (e.g., Microsoft Certified Solutions Expert, SQL Certified Database Administrator) may be substituted for up to two (2) years for general and specialized experience at the discretion of the State.

3.7.8 **TO Contractor Personnel Maintain Certifications**

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

3.7.9 **Work Hours**

A. Business Hours Support: TO Contractor shall assign TO Contractor Personnel to support Normal State Business Hours (see definition in Appendix 1).

B. Needs beyond the hours described above may be defined in a Task Order.

C. TO Contractor Personnel may also be required to provide occasional support outside of normal State Business Hours, including evenings, overnight, and weekends, to support specific efforts and emergencies, such as to resolve system repair or restoration. Hours performing activities would be billed on an actual time worked basis at the rates proposed.

D. Scheduled non-Business Hours Support: Once personnel have demonstrated an understanding of the COM infrastructure, they may be required to participate in a rotating emergency on-call schedule, providing non-Business Hours support.

E. State-Mandated Closings: TO Contractor Personnel shall be required to participate in any State-mandated closings. In this event, the TO Contractor will be notified in writing by the TO Manager of these details.

F. Minimum and Maximum Hours: Full-time TO Contractor Personnel shall work 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.

G. 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.

3.8 **Substitution of Personnel**

3.8.1 **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, 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 will give written notice of the continuing performance issues and either request a new Remediation Plan within a specified time limit or direct the removal and replacement of the TO Contractor Personnel whose performance is at issue. A request for a new Remediation Plan will follow the procedure described in Section 3.8.1.B.

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.

3.8.2 Substitution Prior to and 30 Days After Task Order Execution

A. 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.

B. 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.

3.8.3 Substitution More Than 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 personnel replaced shall.

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 period established by the TO Manager, the TO Agreement may be cancelled.

3.9 Minority Business Enterprise (MBE) Reports

3.9.1 MBE Participation Reports

The COM will monitor both the TO Contractor’s efforts to achieve the MBE participation goal and compliance with reporting requirements.

3.9.2 Monthly reporting of MBE participation is required in accordance with the terms and conditions of the CATS+ Master Contract.

A. The TO Contractor shall submit the following reports by the 15th of each month to the COM at the same time the invoice copy is sent:

1) A Prime Contractor Paid/Unpaid MBE Invoice Report (Attachment D-4A) listing any unpaid invoices, over 45 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made; and

2) (If Applicable) An MBE Prime Contractor Report (Attachment D-4B) identifying an MBE prime self-performing work to be counted towards the MBE participation goals.

3.9.3 The TO Contractor shall ensure that each MBE subcontractor provides a completed Subcontractor Paid/Unpaid MBE Invoice Report (Attachment D-5) by the 15th of each month.

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

3.10 Veteran Small Business Enterprise (VSBE) Reports

There is no VSBE Goal for this Task Order.

3.11 Work Orders

A. Additional resources will be provided via a Work Order process. Work shall not begin in advance of a fully executed Work Order. A Work Order may be issued for time and materials (T&M) pricing. T&M Work Orders will be issued in accordance with pre-approved Labor Categories with the fully loaded rates proposed in Attachment B.

B. The TO Manager shall e-mail a Work Order Request (See sample at http://doit.maryland.gov/contracts/Documents/CATSPlus/CATS+WorkOrderSample.pdf) to
the TO Contractor to provide services or resources that are within the scope of this TORFP. The Work Order Request will include:

1) Technical requirements and description of the service or resources needed
2) Performance objectives and/or deliverables, as applicable
3) Due date and time for submitting a response to the request, and
4) Required place(s) where work must be performed

C. The TO Contractor shall e-mail a response to the TO Manager within the specified time and include at a minimum:

1) A response that details the TO Contractor’s understanding of the work;
2) A price to complete the Work Order Request using the format provided using the format provided (see online sample).
3) A description of proposed resources required to perform the requested tasks, with labor categories listed in accordance with Attachment B.
4) An explanation of how tasks shall be completed. This description shall include proposed subcontractors and related tasks.
5) State-furnished information, work site, and/or access to equipment, facilities, or personnel
6) The proposed personnel resources, including any subcontractor personnel, to complete the task.

D. For a T&M Work Order, the TO Manager will review the response and will confirm the proposed labor rates are consistent with this TORFP. For a fixed price Work Order, the TO Manager will review the response and will confirm the proposed prices are acceptable.

E. The TO Manager 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 Agreement 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 subject to COM approval. The TO Contractor shall furnish resumes of proposed personnel specifying the labor category (ies) proposed. The TO Manager shall have the option to interview the proposed personnel and, in the event of an interview or not, shall notify the TO Contractor of acceptance or denial of the personnel.

G. Performance of services under a Work Order shall commence consistent with an NTP issued by the TO Manager for such Work Order.

3.12 Additional Clauses
The TO Contractor shall be subject to the requirements in this section and shall flow down the provisions of Sections 3.15.1 – 3.15.5 (or the substance thereof) in all subcontracts.

3.12.1 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, including but not limited to:

A. Custom Software, Custom Source Code, Data;
B. Hardware and software costs procured as part of the TORFP cannot exceed 49 percent of the total Task Order value;
C. Material costs shall be passed through with no mark-up by the TO Contractor;
D. No-Visual Access

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

3.12.3 Contract Management Oversight Activities

A. 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 Task Orders under CATS+. This process typically applies to active TOs for operations and maintenance services valued at $1 million or greater, but all CATS+ Task Orders are subject to review.

B. A sample of the TO Contractor Self-Reporting Checklist is available on the CATS+ website at [http://doit.maryland.gov/contracts/Documents/CATSPlus/CATS+Self-ReportingChecklistSample.pdf](http://doit.maryland.gov/contracts/Documents/CATSPlus/CATS+Self-ReportingChecklistSample.pdf). DoIT may send initial checklists out to applicable/selected TO Contractors approximately three months after the award date for a Task Orders. The TO Contractor shall complete and return the checklist as instructed on the form. Subsequently, at six month intervals from the due date on the initial checklist, the TO Contractor shall update and resend the checklist to DoIT.

3.12.4 No-Cost Extensions

In the event there are unspent funds remaining on the TO Agreement, prior to the TO’s expiration date the TO Procurement Officer may modify the TO Agreement to extend the TO Agreement beyond its expiration date 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 Agreement in connection with any such extension.

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4 TORFP Instructions

4.1 TO Pre-Proposal Conference

4.1.1 A TO pre-proposal conference (Conference) will be held at the date, time, and location indicated on the Key Information Summary Sheet.

4.1.2 Attendance at the Conference is not mandatory, but all interested parties are encouraged to attend in order to facilitate better preparation of their proposals.

4.1.3 Following the Conference, the attendance record and summary of the Conference will be distributed via e-mail to all Master Contractors known to have received a copy of this TORFP.

4.1.4 Attendees should bring a copy of the solicitation and a business card to help facilitate the sign-in process.

4.1.5 In order to assure adequate seating and other accommodations at the Conference, please e-mail the Pre-Proposal Conference Response Form (Attachment A) no later than the time and date indicated on the form. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, please notify the TO Procurement Officer at least five (5) business days prior to the Conference date. The COM will make a reasonable effort to provide such special accommodation.

4.1.6 Seating at the Conference will be limited to two (2) attendees per company.

4.2 Questions

4.2.1 All questions shall identify in the subject line the Solicitation Number and Title (E00B9400005 – Legacy System and Helpdesk Support), and shall be submitted in writing via e-mail to the TO Procurement Officer no later than the date and time specified the Key Information Summary Sheet.

4.2.2 Answers to all questions that are not clearly specific only to the requestor will be provided to all Master Contractors who are known to have received a copy of the TORFP.

4.2.3 The statements and interpretations contained in responses to any questions, whether responded to verbally or in writing, are not binding on the COM unless it issues an amendment in writing.

4.3 TO Proposal Due (Closing) Date and Time

4.3.1 ATO Proposals, in the number and form set forth in Section 5 TO Proposal Format, must be received by the TO Procurement Officer no later than the TO Proposal due date and time indicated on the Key Information Summary Sheet in order to be considered.

4.3.2 Requests for extension of this date or time shall not be granted.

4.3.3 Offerors submitting TO Proposals should allow sufficient delivery time to ensure timely receipt by the TO Procurement Officer. Except as provided in COMAR 21.05.03.02.F and 21.05.02.10, TO Proposals received after the due date and time listed in the Key Information Summary Sheet will not be considered.

4.3.4 The date and time of an e-mail submission is determined by the date and time of arrival in the e-mail address indicated on the Key Information Summary Sheet.

4.3.5 TO Proposals may be modified or withdrawn by written notice received by the TO Procurement Officer before the time and date set forth in the Key Information Summary Sheet for receipt of TO Proposals.
4.4 Award Basis

Based upon an evaluation of TO Proposal responses as provided in Section 6.4, a Master Contractor will be selected to conduct the work defined in Sections 2 and 3. A specific TO Agreement, Attachment M, 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.

4.5 Interviews and Down-Select Procedures

4.5.1 All Offerors meeting minimum qualifications shall participate in interviews, which are a type of oral presentation. All candidates shall be interviewed in substantially the same manner. The TO Procurement Officer shall, for each round of interviews, determine whether phone or in-person interviews will be utilized. At the TO Procurement Officer’s discretion, interviews may be conducted via the internet (e.g., Skype, GotoMeeting, WebEx) in lieu of in-person interviews.

4.5.2 Down-Select Procedure

In the event that more than ten (10) qualified TO Proposals are received, the TO Procurement Officer may elect to follow a down-select process as follows:

A. A technical ranking will be performed for all TO Proposals based on the resumes submitted. TO Proposals will be ranked from highest to lowest for technical merit based on the quality of the resumes submitted and the extent to which the proposed individuals’ qualifications align with the position needs as described in this TORFP.

B. The top ten (10) TO Proposals identified by the technical ranking will be invited to interviews. All other Offerors will be notified of non-selection for this TORFP.

4.6 Limitation of Liability

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

4.7 MBE Participation Goal

4.7.1 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 D Minority Business Enterprise Forms). 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.

4.7.2 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.

4.8 VSBE Goal

There is no VSBE participation goal for this procurement.
4.9 Living Wage Requirements
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 F of this TORFP.

4.10 Federal Funding Acknowledgement
This Task Order does not contain federal funds.

4.11 Conflict of Interest Affidavit and Disclosure
4.11.1 Offerors shall complete and sign the Conflict of Interest Affidavit and Disclosure (Attachment
H) and submit it with their Proposals. All Offerors are advised that if a TO Agreement is awarded
as a result of this solicitation, the TO Contractor’s Personnel who perform or control work under
this TO Agreement and each of the participating subcontractor personnel who perform or control
work under this TO Agreement shall be required to complete agreements substantially similar to
Attachment H, conflict of interest Affidavit and Disclosure.
4.11.2 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.
4.11.3 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.
4.11.4 By submitting a Conflict of Interest Affidavit and Disclosure, the Offeror shall be construed as
certifying all TO Contractor Personnel and Subcontractors are without a conflict of interest as
defined in COMAR 21.05.08.08A.

4.12 Non-Disclosure Agreement
4.12.1 Non-Disclosure Agreement (Offeror)
A Non-Disclosure Agreement (Offeror) is not required for this solicitation.
4.12.2 Non-Disclosure Agreement (TO Contractor)
All Offerors are advised that this solicitation and any TO Agreement(s) be subject to the terms of the
Non-Disclosure Agreement (NDA) contained in this solicitation as Attachment I. This Agreement must
be provided within five (5) Business Days of notification of recommended award; however, to expedite
processing, it is suggested that this document be completed and submitted with the TO Proposal.

4.13 HIPAA - Business Associate Agreement
A HIPAA Business Associate Agreement is not required for this procurement.

4.14 Iranian Non-Investment
All TO Proposals shall be accompanied by a completed Certification Regarding Investments in Iran,
Attachment P of this TORFP.
4.15 Non-Israel Boycott Certification

In preparing its bid or offer on this project, the Offeror has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor, vendor, or supplier, refuses to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity on the basis of Israeli national origin, or residence or incorporation in Israel and its territories. The Offeror also has not retaliated against any person or entity for reporting such refusal, termination, or commercially limiting actions. Without limiting any other provision of the solicitation or contract for this project, it is understood and agreed that if this certification is false, such false certification will constitute grounds for the State to reject the bid or offer submitted by the Offeror on this project, and terminate any contract awarded based on the bid or offer.

4.16 Confidentiality of IRS and State Tax Information

All Offerors are advised that if a Contract is awarded because of this solicitation, the successful Offeror will be required to complete a statement of Confidentiality of IRS and State Tax Information. A copy of this statement is included for informational purposes as Appendix 5 Confidentiality of IRS and State Tax Information. The statement of Confidentiality of IRS and State Tax Information must be provided within five (5) Business Days of notification of recommended award.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.
5 TO Proposal Format

5.1 Required Response

Each Master Contractor receiving this CATS+ TORFP shall respond no later than the submission due date and time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one of two possible responses: 1) a TO Proposal; or 2) a completed Master Contractor Feedback Form (available online within the Master Contractor Admin System). The feedback form helps the State understand 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.

5.2 Two Part Submission

Offerors shall submit TO Proposals in separate volumes:

- Volume I – TO TECHNICAL PROPOSAL
- Volume II – TO FINANCIAL PROPOSAL

5.3 TO Proposal Packaging and Delivery

5.3.1 TO Proposals delivered by facsimile shall not be considered.

5.3.2 Provide no pricing information in the TO Technical Proposal. Provide no pricing information on the media submitted in the TO Technical Proposal.

5.3.3 Offerors may submit TO Proposals by hand or by mail as described below to the address provided in the Key Information Summary Sheet.

A. For U.S. Postal Service deliveries, any TO Proposal that has been received at the appropriate mailroom, or typical place of mail receipt, for the respective procuring unit by the time and date listed in the TORFP will be deemed timely. If an Offeror chooses to use the U.S. Postal Service for delivery, the COM recommends that it use Express Mail, Priority Mail, or Certified Mail only as these are the only forms for which both the date and time of receipt can be verified by the COM. An Offeror using first class mail will not be able to prove a timely delivery at the mailroom, and it could take several days for an item sent by first class mail to make its way by normal internal mail to the procuring unit.

B. Hand-delivery includes delivery by commercial carrier acting as agent for the Offeror. For any type of direct (non-mail) delivery, Offerors are advised to secure a dated, signed, and time-stamped (or otherwise indicated) receipt of delivery.

5.3.4 The TO Procurement Officer must receive all Technical and TO Financial Proposal material by the TORFP due date and time specified in the Key Information Summary Sheet. Requests for extension of this date or time will not be granted. Except as provided in COMAR 21.05.03.02F, TO Proposals received by the TO Procurement Officer after the due date will not be considered.

5.3.5 Two Part Submission: Offerors shall provide their TO Proposals in two separately sealed and labeled packages as follows:

A. TO Technical Proposal consisting of:

1) One (1) original executed TO Technical Proposal and all supporting material marked and sealed,
2) Four (4) duplicate copies of the above separately marked and sealed,
3) an electronic version of the TO Technical Proposal in Microsoft Word format, version 2007 or greater,
4) the TO Technical Proposal in searchable Adobe PDF format, and
5) a second searchable Adobe PDF copy of the TO Technical Proposal, redacted in accordance with confidential and/or proprietary information removed (see Section 5.4.2.B).

B. TO Financial Proposal consisting of:
   1) One (1) original executed TO Financial Proposal and all supporting material marked and sealed,
   2) four (4) duplicate copies of the above separately marked and sealed,
   3) an electronic version of the TO Financial Proposal in searchable Adobe PDF format, and
   4) a second searchable Adobe pdf copy of the TO Financial Proposal, redacted in accordance with confidential and/or proprietary information removed (see Section 5.4.2.B).

5.3.6 Affix the following to the outside of each sealed TO Proposal. It is preferred, but not required, that the name, email address, and telephone number of a contact person for the Offeror be included on the outside of the packaging for each volume. Unless the resulting package will be too unwieldy, the State’s preference is for the separately sealed Technical and TO Financial Proposals to be submitted together in a single package to the TO Procurement Officer and including a label bearing:
   o TORFP title and number,
   o Name and address of the Offeror, and
   o Closing date and time for receipt of TO Proposals

5.3.7 Label each electronic media (CD, DVD, or flash drive) on the outside with the TORFP title and number, name of the Offeror, and volume number. Electronic media must be packaged with the original copy of the appropriate TO Proposal (Technical or Financial).

5.4 Volume I - TO Technical Proposal

IMPORTANT: Provide no pricing information in the TO Technical Proposal (Volume I). Include pricing information only in the TO Financial Proposal (Volume II).

5.4.1 In addition to the instructions below, responses in the Offeror’s TO Technical Proposal shall reference the organization and numbering of Sections in the TORFP (e.g., “Section 2.2.1 Response . . .; “Section 2.2.2 Response . . .”). All pages of both TO Proposal volumes shall be consecutively numbered from beginning (Page 1) to end (Page “x”).

5.4.2 The TO Technical Proposal shall include the following documents and information in the order specified as follows:
   A. Proposed Services:
      1) Executive Summary: A one-page summary describing the Offeror’s understanding of the TORFP scope of work (Sections 2-3) and proposed solution.
2) Proposed Solution: A more detailed description of the Offeror understanding of the TORFP scope of work, proposed methodology and solution. The proposed solution shall be organized to match the requirements outlined in Sections 2-3.

3) Assumptions: A description of any assumptions formed by the Offeror in developing the TO Technical Proposal.

B. Proposer Information Sheet and Transmittal Letter

The Offeror Information Sheet (see Appendix 2) and a Transmittal Letter shall accompany the TO Technical Proposal. The purpose of the Transmittal Letter is to transmit the TO Proposal and acknowledge the receipt of any addenda to this TORFP issued before the TO Proposal due date and time. Transmittal Letter should be brief, be signed by an individual who is authorized to commit the Offeror to its TO Proposal and the requirements as stated in this TORFP, and contain acknowledgement of all addenda to this TORFP issued before the TO Proposal due date.

C. Minimum Qualifications Documentation (If applicable)

The Offeror shall submit any Minimum Qualifications documentation that may be required, as set forth in Section 1.

D. Proposed Personnel and TORFP Staffing

E. Subcontractors

Identify all proposed Subcontractors, including MBEs, and their roles in the performance of the scope of work hereunder.

F. 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 the requested 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 the 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 A 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 **G.1** above as engagement or contract experience. State of Maryland experience is neither required nor given more weight in proposal evaluations.

**G. State Assistance**

Provide an estimate of expectation concerning participation by State personnel.

**H. 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.

**I. Additional Submissions:**

1) Attachments and Exhibits;

a) All forms required for the TO Technical Proposal are identified in **Table 1 of Section 7** – Exhibits and Attachments. Unless directed otherwise by instructions within an individual form, complete, sign, and include all required forms in the TO Technical Proposal.

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

2) Offerors shall furnish with their Technical TO Proposal any and all agreements the Offeror expects the State to sign or to be subject to in connection with or in order to use the Offeror’s services under this Task Order Agreement, including but not limited to software license agreement(s), end user license agreement(s), AUP. This includes the complete text of all agreements referenced or incorporated in primary documents (i.e., links to the relevant agreements are not allowed).

3) Any services furnished from third party entities, e.g., resold services, shall include current Letters of Authorization or such other documentation demonstrating the authorization for such services.

4) A Letter of Authorization shall be on the authorizing entity’s letterhead or through the authorizing entity’s e-mail. Further, each Letter of Authorization shall be less than twelve (12) months old. Each Letter of Authorization or e-mail must provide the following information:
a) Authorizing entity POC name and alternate for verification
b) Authorizing entity POC mailing address
c) Authorizing entity POC telephone number
d) Authorizing entity POC email address
e) If available, a Reseller Identifier

5.5 Volume II – TO Financial Proposal

5.5.1 The TO Financial Proposal shall contain all price information in the format specified in Attachment B - Financial Proposal Form. The Offeror shall complete the Financial Proposal Form only as provided in the Financial Proposal Form Instructions and the Financial Proposal Form itself.

5.5.2 The TO Financial Proposal shall contain 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 Financial Proposal Form);

5.5.3 Attachment B– Financial Proposal Form, with all proposed labor categories including all rates fully loaded.

5.5.4 To be responsive to this TORFP, the Financial Proposal Form 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.

IMPORTANT: Failure to specify a CATS+ labor category in the completed Financial Proposal Form for each proposed resource will make the TO Proposal non-responsive to this TORFP.

5.5.5 Prices shall be valid for 120 days.

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6 Evaluation and Selection Process

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 COM will consider all information submitted in accordance with Section 5.

6.1 Evaluation Committee

Evaluation of TO Proposals will be performed in accordance with COMAR 21.05.03 by a committee established for that purpose and based on the evaluation criteria set forth below. The Evaluation Committee will review TO Proposals, participate in Offeror oral presentations and discussions, and provide input to the TO Procurement Officer. The COM reserves the right to utilize the services of individuals outside of the established Evaluation Committee for advice and assistance, as deemed appropriate.

During the evaluation process, the TO Procurement Officer may determine at any time that a particular Offeror is not susceptible for award.

6.2 TO Technical Proposal Evaluation Criteria

The criteria to be used to evaluate each TO Technical Proposal are listed below in descending order of importance. Unless stated otherwise, any sub-criteria within each criterion have equal weight.

6.2.1 Offeror’s Technical Response to TORFP Requirements (See TORFP § 5.4.2)

The State prefers an Offeror’s response to work requirements in the TORFP that illustrates a comprehensive understanding of work requirements and mastery of the subject matter. TO Proposals, which include limited responses to work requirements such as “concur or will comply”, will receive a lower ranking than those TO proposals that demonstrate an understanding of the work requirements and include plans to meet or exceed them.

6.2.2 Experience and Qualifications of Proposed Staff (See TORFP § 5.4.2.D)

The capability of the proposed resources to perform the required tasks and produce the required deliverables in the TORFP Sections 2-3. Capability will be determined from each proposed individual’s resume, reference checks, and interview.

6.2.3 Offeror Qualifications and Capabilities, including proposed subcontractors (See TORFP § 5.4.2.G)

6.2.4 Past performance will be evaluated for relevancy (similar size and scope), recency (within the past five (5) years), and performance feedback (reference checks).

6.2.5 Demonstration of how the Master Contractor plans to staff the task order at the levels set forth in the TORFP and for potential future resource requests.

6.3 TO Financial Proposal Evaluation Criteria

All Qualified Offerors (see Section 6.4) will be ranked from the lowest (most advantageous) to the highest (least advantageous) price based on the Total Proposal Price within the stated guidelines set forth in this TORFP and as submitted on Attachment B - TO Financial Proposal Form.

6.4 Selection Procedures

TO Technical Proposals shall be evaluated based on the criteria set forth above in Section 6.2. TO Technical Proposals and TO Financial Proposals will be evaluated independently of each other.
A. TO Proposals will be assessed throughout the evaluation process for compliance with the minimum qualifications listed in Section 1 of this TORFP, and quality of responses to Section 5.3 TO Technical Proposal. Failure to meet the minimum qualifications shall render a TO Proposal not reasonably susceptible for award. The TO Procurement Officer will notify those Offerors who have not been selected to perform the work.

B. TO Technical Proposals will be evaluated for technical merit and ranked. Oral presentations and discussions may be held to assure full understanding of the State’s requirements and of the qualified Offeror’s proposals and abilities to perform, and to facilitate arrival at a TO Agreement that is most advantageous to the State.

C. The Procurement Officer will only open the TO Financial Proposals where the associated TO Technical Proposals have been classified as reasonably susceptible for award.

D. After review of TO Financial Proposals, TO Financial Proposals for qualified Offerors will be reviewed and ranked from lowest to highest price proposed.

E. When in the best interest of the State, the TO Procurement Officer may permit Qualified Offerors to revise their initial Proposals and submit, in writing, Best and Final Offers (BAFOs). The State may make an award without issuing a request for a BAFO.

F. The Procurement Officer shall make a determination recommending award of the TO to the responsible Offeror who has the TO Proposal determined to be the most advantageous to the State, considering price and the evaluation criteria set forth above. In making this selection, the TO Technical Proposal will be given greater weight than the TO Financial Proposal.

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

6.5 Documents Required upon Notice of Recommendation for Task Order Award

Upon receipt of a Notification of Recommendation for Task Order award, the apparent awardee shall complete and furnish the documents and attestations as directed in Table 1 of Section 7 – TORFP Attachments and Appendices.

Commencement of work in response to a TO Agreement shall be initiated only upon the completed documents and attestations, plus:

A. Issuance of a fully executed TO Agreement,

B. Purchase Order, and

C. by a Notice to Proceed authorized by the TO Procurement Officer. See (see online example at http://doit.maryland.gov/contracts/Documents/CATSPlus/CATS+NoticeToProceedSample.pdf).

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7 TORFP ATTACHMENTS AND APPENDICES

Instructions Page

A TO Proposal submitted by an Offeror must be accompanied by the completed forms and/or affidavits identified as “with proposal” in the “When to Submit” column in Table 1 below. All forms and affidavits applicable to this TORFP, including any applicable instructions and/or terms, are identified in the “Applies” and “Label” columns in Table 1.

For documents required as part of the proposal:

A. For e-mail submissions, submit one (1) copy of each with signatures.
B. For paper submissions, submit two (2) copies of each with original signatures. All signatures must be clearly visible.

All Offerors are advised that if a Task Order is awarded because of this solicitation, the successful Offeror will be required to complete certain forms and affidavits after notification of recommended award. The list of forms and affidavits that must be provided is described in Table 1 below in the “When to Submit” column.

For documents required after award, submit three (3) copies of each document within the appropriate number of days after notification of recommended award, as listed in Table 1 below in the “When to Submit” column.

<table>
<thead>
<tr>
<th>When to Submit</th>
<th>Label</th>
<th>Attachment Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Before TO Proposal</td>
<td>A</td>
<td>Pre-Proposal Conference Response Form</td>
</tr>
<tr>
<td>Before TO Proposal</td>
<td>B</td>
<td>TO Financial Proposal Instructions and Form</td>
</tr>
<tr>
<td>10 Business Days after recommended award</td>
<td>D</td>
<td>MBE Forms D-2, D-3A, D-3B</td>
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<tr>
<td>Important: Attachment D-1C, if a waiver has been requested, is also required within 10 days of recommended award.</td>
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</tr>
<tr>
<td>As directed in forms</td>
<td>D</td>
<td>MBE Forms D-4A, D-4B, D-5</td>
</tr>
<tr>
<td>With TO Proposal</td>
<td>F</td>
<td>Maryland Living Wage Requirements for Service Task Orders and Affidavit of Agreement</td>
</tr>
<tr>
<td>With TO Proposal</td>
<td>H</td>
<td>Conflict of Interest Affidavit and Disclosure</td>
</tr>
<tr>
<td>5 Business Days after recommended award</td>
<td>I</td>
<td>Non-Disclosure Agreement (TO Contractor)</td>
</tr>
<tr>
<td>5 Business Days after recommended award</td>
<td>M</td>
<td>Task Order Agreement</td>
</tr>
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<td>With Proposal</td>
<td>P</td>
<td>Certification Regarding Investment in Iran</td>
</tr>
<tr>
<td>With TO Proposal</td>
<td>2</td>
<td>Offeror Information Sheet</td>
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<td>No later than 45 days</td>
<td>3</td>
<td>Criminal Background Check Affidavit</td>
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<tr>
<td>after NTP**</td>
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<td></td>
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<tr>
<td>With TO Proposal</td>
<td>4</td>
<td>Labor Classification Personnel Resume Summary (Appendix 4 and 4A)</td>
</tr>
<tr>
<td>5 Business Days after recommended award</td>
<td>--</td>
<td>Evidence of meeting insurance requirements (see Section 3.5); 1 copy</td>
</tr>
</tbody>
</table>
Attachment A.  TO Pre-Proposal Conference Response Form

Solicitation Number E00B9400005

LEGACY SYSTEM & HELP DESK SUPPORT

A TO Pre-proposal conference will be held on **August 22, 2018, 9:00 AM**, at COM, Louis L. Goldstein Treasury Building, Assembly Room, 80 Calvert St. Annapolis, MD 21401.

Please return this form by **August 17, 2018**, advising whether or not you plan to attend. The completed form should be returned via e-mail to the TO Procurement Officer at the contact information below:

Mike Balderson  
COM  
E-mail: ITProcurement@comp.state.md.us

Please indicate:

[ ] Yes, the following representatives will attend.

Attendees (Check the TORFP for limits to the number of attendees allowed):

1.  
2.  
3.  

[ ] No, we will not attend.

Please specify whether any reasonable accommodations are requested (see TORFP § 4.1 “TO Pre-proposal conference”):

Offeror:

Offeror Name (please print or type)

By:

Signature/Seal

Printed Name:

Printed Name

Title:

Title

Date:

Date

Directions to the TO Pre-Proposal Conference

Copy & paste the link below:

[https://www.google.com/maps/place/80+Calvert+St,+Annapolis,+MD+21401/@38.9801856,-76.4964691,17z/data=!3m1!4b1!4m5!3m4!1s0x89b7f65103e808e3:0x8650407f065eaa1d8m2!3d38.9801856!4d-76.4942751?hl=en](https://www.google.com/maps/place/80+Calvert+St,+Annapolis,+MD+21401/@38.9801856,-76.4964691,17z/data=!3m1!4b1!4m5!3m4!1s0x89b7f65103e808e3:0x8650407f065eaa1d8m2!3d38.9801856!4d-76.4942751?hl=en)
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 the Effective Date. **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.

<table>
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<th>Job Title from TORFP</th>
<th>CATS+ Labor Category</th>
<th>Hourly Labor Rate (A)</th>
<th>Total Class Hours (B)</th>
<th>Proposal Price (C)</th>
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<td>$</td>
<td>2000</td>
<td>$</td>
</tr>
</tbody>
</table>

**Evaluated Price Year 3** $  

**Year 4**

<table>
<thead>
<tr>
<th>Job Title from TORFP</th>
<th>CATS+ Labor Category</th>
<th>Hourly Labor Rate (A)</th>
<th>Total Class Hours (B)</th>
<th>Proposal Price (C)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Computer Programmer Senior (Key) (2)</td>
<td>Computer Programmer Senior</td>
<td>$</td>
<td>4000</td>
<td>$</td>
</tr>
<tr>
<td>Help Desk Specialist (Junior) (Key) (1)</td>
<td>Help Desk Specialist (Junior)</td>
<td>$</td>
<td>2000</td>
<td>$</td>
</tr>
<tr>
<td>Database Manager (Not Key)</td>
<td>Database Manager</td>
<td>$</td>
<td>2000</td>
<td>$</td>
</tr>
<tr>
<td>Network Engineer Senior (Not Key)</td>
<td>Network Engineer Senior</td>
<td>$</td>
<td>2000</td>
<td>$</td>
</tr>
<tr>
<td>Engineer, Interdisciplinary (Senior) (Not Key)</td>
<td>Engineer, Interdisciplinary (Senior)</td>
<td>$</td>
<td>2000</td>
<td>$</td>
</tr>
</tbody>
</table>

**Evaluated Price Year 4** $  

**Year 5**

<table>
<thead>
<tr>
<th>Job Title from TORFP</th>
<th>CATS+ Labor Category</th>
<th>Hourly Labor Rate (A)</th>
<th>Total Class Hours (B)</th>
<th>Proposal Price (C)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Computer Programmer Senior (Key) (2)</td>
<td>Computer Programmer Senior</td>
<td>$</td>
<td>4000</td>
<td>$</td>
</tr>
<tr>
<td>Help Desk Specialist (Junior) (Key) (1)</td>
<td>Help Desk Specialist (Junior)</td>
<td>$</td>
<td>2000</td>
<td>$</td>
</tr>
<tr>
<td>Database Manager (Not Key)</td>
<td>Database Manager</td>
<td>$</td>
<td>2000</td>
<td>$</td>
</tr>
<tr>
<td>Network Engineer Senior (Not Key)</td>
<td>Network Engineer Senior</td>
<td>$</td>
<td>2000</td>
<td>$</td>
</tr>
<tr>
<td>Engineer, Interdisciplinary (Senior) (Not Key)</td>
<td>Engineer, Interdisciplinary (Senior)</td>
<td>$</td>
<td>2000</td>
<td>$</td>
</tr>
</tbody>
</table>

**Evaluated Price Year 5** $  

**Total Proposal Price (Years 1 – 5)** $
Authorized Individual Name

Title

Signature

Company Name

Company Tax ID #

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 C. RESERVED
Attachment D. Minority Business Enterprise (MBE) Forms

TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING REQUIREMENTS

CATS+ TORFP # E00B9400005

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

1) As the TO Contractor, you have entered into a TO Agreement with the State of Maryland. As such, your company/firm is responsible for successful completion of all deliverables under the contract, including your commitment to making a good faith effort to meet the MBE participation goal(s) established for TORFP. Part of that effort, as outlined in the TORFP, includes submission of monthly reports to the State regarding the previous month’s MBE payment activity. Reporting forms D-4A (MBE Prime Contractor Paid/Unpaid Invoice Report), D-4B (MBE Prime Contractor Report) and D-5 (MBE Subcontractor Paid/Unpaid Invoice Report) are attached for your use and convenience.

2) The TO Contractor must complete a separate Form D-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 D-5 report only. Therefore, if the subcontractor(s) do not submit D-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 D-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.
This form includes Instructions and the MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule, which must be submitted with the proposal. If the Offeror fails to accurately complete and submit this Affidavit and Schedule with the proposal as required, the Procurement Officer shall deem the 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 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 MBEs 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 an 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. 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 workforce toward fulfilling up to, but no more than, fifty-percent (50%) of the MBE participation goal (overall), including 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.

These guidelines apply to the work performed by the MBE Prime that can be counted for purposes of meeting the MBE participation goals. These requirements do not affect the MBE Prime’s ability to self-perform a greater portion of the work in excess of what is counted for purposes of meeting the MBE participation goals.

Please note that the requirements to meet the MBE participation overall goal and subgoals are distinct and separate. If the Contract has subgoals, regardless of MBE Prime’s ability to self-perform up to 50% of the overall goal (including up to 100% of any subgoal), the MBE Prime must either commit to other MBEs for each of any remaining subgoals or request a waiver.

As set forth in Attachment D1-B Waiver Guidance, the MBE Prime’s ability to self-perform certain portions of the work of the Contract will not be deemed a substitute for the good faith efforts to meet any remaining subgoal or the balance of the overall goal.

In certain instances, where the percentages allocated to MBE participation subgoals add up to more than 50% of the overall goal, the portion of self-performed work that an MBE Prime may count toward the overall goal may be limited to less than 50%. Please refer to GOSBA’s website (http://www.gomdsmallbiz.maryland.gov/Pages/default.aspx) for the MBE Prime Regulations Q&A for illustrative examples.

6. Subject to items 1 through 5 above, when a certified MBE 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 workforce towards fulfilling the contract goal, and not more than one of the contract subgoals, if any.

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 e-mail to mbe@mdot.state.md.us sufficiently prior to the submission due date.

9. Worksheet: The percentage of MBE participation, calculated using the percentage amounts for all of the MBE firms listed on the Participation Schedule MUST at least equal the MBE participation goal and subgoals (if applicable) set forth in the solicitation. If an Offeror is unable to achieve the MBE participation goal and/or any subgoals (if applicable), the Offeror must request a waiver in Item 1 of the MBE Utilization and Fair Solicitation Affidavit (Attachment D-1A) 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:
<<MBEAfricanAmericanOwnedSubgoal>>%  

TOTAL ASIAN AMERICAN MBE PARTICIPATION:
<<MBEAsianAmericanSubgoal>>%  

TOTAL HISPANIC AMERICAN MBE PARTICIPATION:
<<MBEHISPANICAMERICANOWNEDSUBGOAL>>%  

This MBE Utilization and Fair Solicitation Affidavit and MBE Participation Schedule must be completed in its entirety and included with the Proposal. If the Offeror fails to accurately complete and submit this Affidavit and Schedule with the Proposal as required, the Procurement Officer shall determine that the Proposal is not reasonably susceptible of being selected for award.

In connection with the Proposal submitted in response to Solicitation No. E00B9400005, 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 <<mbeGoal>> percent and, if specified in the solicitation, the following subgoals (complete for only those subgoals that apply):
     - <<mbeAfricanAmericanownedSubgoal>> % for African American-owned MBE firms
     - <<mbeHispanicAmericanownedSubgoal>> % for Hispanic American-owned MBE firms
     - <<mbeAsianAmericanSubgoal>> % for Asian American-owned MBE firms
     - <<mbeWomenownedSubgoal>> % for Women-owned MBE firms
   
   Therefore, I am not seeking a waiver pursuant to COMAR 21.11.03.11. I acknowledge that by checking the above box and agreeing to meet the stated goal and subgoal(s), if any, I must complete the MBE Participation Schedule (Item 4 below) in order to be considered for award.
   
   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. I acknowledge that by checking this box and requesting a partial waiver of the stated goal and/or one or more of the stated subgoal(s) if any, I must complete the MBE Participation Schedule (Item 4 below) for the portion of the goal and/or subgoal(s) if any, for which I am not seeking a waiver, in order to be considered for award.

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) Good Faith Efforts Documentation to Support Waiver Request (Attachment (D-1C))
   (b) Outreach Efforts Compliance Statement (Attachment D-2);
   (c) MBE Subcontractor/MBE Prime Project Participation Statement (Attachments D-3A/B);
   (d) Any other documentation, including additional waiver documentation if applicable, required by the Procurement Officer 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 my Proposal is not susceptible of being selected 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) percentage of the total Contract amount allocated to each MBE for this project and (iii) items of work each MBE will provide under the Contract. I have confirmed with the MDOT database that the MBE firms identified below (including any self-performing prime firms) are performing work activities for which they are MDOT certified.

<table>
<thead>
<tr>
<th>Prime Contractor:</th>
<th>Project Description:</th>
<th>PROJECT/CONTRACT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Offeror Company Name, Street Address, Phone</td>
<td>&lt;&lt;projectDescription&gt;&gt;</td>
<td>NUMBER: E00B9400005</td>
</tr>
</tbody>
</table>

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)**

<table>
<thead>
<tr>
<th>MBE Prime Firm Name:</th>
<th>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):</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>________%</td>
</tr>
<tr>
<td>MBE Certification Number:</td>
<td>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):</td>
</tr>
<tr>
<td>(If dually certified, check only one box.)</td>
<td>________%</td>
</tr>
<tr>
<td>☐ African American-Owned</td>
<td></td>
</tr>
<tr>
<td>☐ Hispanic American-Owned</td>
<td></td>
</tr>
<tr>
<td>☐ Asian American-Owned</td>
<td></td>
</tr>
<tr>
<td>☐ Women-Owned</td>
<td></td>
</tr>
<tr>
<td>☐ Other MBE Classification</td>
<td></td>
</tr>
<tr>
<td>Description of the Work to be performed with MBE prime’s workforce:</td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>MBE Firm Name:</th>
<th>Percentage of Total Contract to be provided by this MBE:</th>
</tr>
</thead>
<tbody>
<tr>
<td>MBE Certification Number:</td>
<td>Percentage:</td>
</tr>
<tr>
<td>(If dually certified, check only one box.)</td>
<td>________%</td>
</tr>
<tr>
<td>☐ African American-Owned</td>
<td></td>
</tr>
<tr>
<td>☐ Hispanic American-Owned</td>
<td></td>
</tr>
<tr>
<td>☐ Asian American-Owned</td>
<td></td>
</tr>
<tr>
<td>☐ Women-Owned</td>
<td></td>
</tr>
<tr>
<td>☐ Other MBE Classification</td>
<td></td>
</tr>
<tr>
<td>Description of the Work to be Performed:</td>
<td></td>
</tr>
</tbody>
</table>

---

TORFP for Comptroller of Maryland 51
<table>
<thead>
<tr>
<th>MBE Firm Name: ______________________</th>
<th>Percentage of Total Contract to be provided by this MBE: _______%</th>
</tr>
</thead>
<tbody>
<tr>
<td>MBE Certification Number: ____________</td>
<td>Description of the Work to be Performed: _____________________</td>
</tr>
<tr>
<td>(If dually certified, check only one box.)</td>
<td></td>
</tr>
<tr>
<td>□ African American-Owned</td>
<td></td>
</tr>
<tr>
<td>□ Hispanic American-Owned</td>
<td></td>
</tr>
<tr>
<td>□ Asian American-Owned</td>
<td></td>
</tr>
<tr>
<td>□ Women-Owned</td>
<td></td>
</tr>
<tr>
<td>□ Other MBE Classification</td>
<td></td>
</tr>
<tr>
<td>MBE Firm Name: ______________________</td>
<td>Percentage of Total Contract to be provided by this MBE: _______%</td>
</tr>
<tr>
<td>--------------------------------------</td>
<td>---------------------------------------------------------------</td>
</tr>
<tr>
<td>MBE Certification Number: ____________</td>
<td>Description of the Work to be Performed: _____________________</td>
</tr>
<tr>
<td>(If dually certified, check only one box.)</td>
<td></td>
</tr>
<tr>
<td>□ African American-Owned</td>
<td></td>
</tr>
<tr>
<td>□ Hispanic American-Owned</td>
<td></td>
</tr>
<tr>
<td>□ Asian American-Owned</td>
<td></td>
</tr>
<tr>
<td>□ Women-Owned</td>
<td></td>
</tr>
<tr>
<td>□ Other MBE Classification</td>
<td></td>
</tr>
<tr>
<td>MBE Firm Name: ______________________</td>
<td>Percentage of Total Contract to be provided by this MBE: _______%</td>
</tr>
<tr>
<td>--------------------------------------</td>
<td>---------------------------------------------------------------</td>
</tr>
<tr>
<td>MBE Certification Number: ____________</td>
<td>Description of the Work to be Performed: _____________________</td>
</tr>
<tr>
<td>(If dually certified, check only one box.)</td>
<td></td>
</tr>
<tr>
<td>□ African American-Owned</td>
<td></td>
</tr>
<tr>
<td>□ Hispanic American-Owned</td>
<td></td>
</tr>
<tr>
<td>□ Asian American-Owned</td>
<td></td>
</tr>
<tr>
<td>□ Women-Owned</td>
<td></td>
</tr>
<tr>
<td>□ Other MBE Classification</td>
<td></td>
</tr>
</tbody>
</table>

(Continue on separate page if needed)
I solemnly affirm under the penalties of perjury that: (i) I have reviewed the instructions for the MBE Utilization & Fair Solicitation Affidavit and MBE Schedule, and (ii) the information contained in the MBE Utilization & Fair Solicitation Affidavit and MBE Schedule is true to the best of my knowledge, information and belief.

Offeror:

Offeror Name (please print or type)

By:

Signature of Authorized Representative

Printed Name:

Printed Name

Title:

Date:

Date

Address:

Company Address

SUBMIT THIS AFFIDAVIT WITH PROPOSAL
D-IB 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 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 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 an 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 Offeror has made. The efforts employed by the Offeror should be those that one could reasonably expect an Offeror to take if the 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 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 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 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 Proposal 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 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 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 firms 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 Offeror is responsible for making relevant portions of the work available to MBE subcontractors and suppliers and 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 Offeror's Good Faith Efforts when the 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 Proposal Items as Work for MBE Firms

1. Identified Items of Work in Procurements
   (a) Certain procurements will include a list of Proposal 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 Offeror shall make all reasonable efforts to solicit quotes from MBE Firms to perform that work.
   (b) 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 Offerors
   (a) When the procurement does not include a list of Identified Items of Work or for additional Identified Items of Work, Offerors should reasonably identify sufficient items of work to be performed by MBE Firms.
   (b) Where appropriate, 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 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 Offeror shall make all reasonable efforts to solicit those MBE firms.
   (b) 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 Offerors
   (a) When the procurement does not include a list of Identified MBE Firms, 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 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 Offeror should:
   (a) provide the written solicitation at least 10 days prior to Proposal opening to allow sufficient time for the MBE Firms to respond;
   (b) send the written solicitation by first-class mail, facsimile, or e-mail using contact information in the MBE Directory, unless the 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 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 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 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-proposal 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

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. An 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 an 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 an MBE Firm’s quote is excessive or unreasonable include, without limitation, the following:
   (a) dollar difference between the MBE subcontractor’s quote and the average of the other subcontractors' quotes received by the Offeror;
(b) percentage difference between the MBE subcontractor’s quote and the average of the other subcontractors' quotes received by the Offeror;

(c) percentage that the MBE subcontractor’s quote represents of the overall contract amount;

(d) number of MBE firms that the 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) number of quotes received by the 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 Offeror may not use its price for self-performing work as a basis for rejecting an MBE Firm's quote as excessive or unreasonable.

6. The “average of the other subcontractors’ quotes received” by the Offeror refers to the average of the quotes received from all subcontractors. Offeror should attempt to receive quotes from at least three subcontractors, including one quote from an MBE and one quote from a Non-MBE.

7. An Offeror shall not reject an 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 Offeror concludes is not acceptable, the Offeror must provide a written detailed statement listing the reasons for this conclusion. The 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 an 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 proposals 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 Offeror made reasonable efforts to assist interested MBE Firms in obtaining:

1. The bonding, lines of credit, or insurance required by the procuring agency or the Offeror; and

2. 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 proposals or offers and subcontract proposals 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 an 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 Offerors in
meeting the contract. For example, when the apparent successful 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 Offeror could have met the goal. If the apparent successful Offeror fails to meet the goal, but meets or exceeds the average MBE participation obtained by other Offerors, this, when viewed in conjunction with other factors, could be evidence of the apparent successful Offeror having made Good Faith Efforts.

IV. Documenting Good Faith Efforts

At a minimum, an 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 D-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 Offeror's compliance with the outreach efforts prescribed by COMAR 21.11.03.09C(2)(a). (Complete Outreach Efforts Compliance Statement - D-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, e-mail, telephone, etc.) (Complete Good Faith Efforts Attachment D-1C- Part 2, and submit letters, fax cover sheets, e-mails, 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 D-1C, Part 3)

1. For each MBE Firm that the Offeror concludes is not acceptable or qualified, a detailed statement of the reasons for the 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 Offeror concludes has provided an excessive or unreasonable price, a detailed statement of the reasons for the Offeror's conclusion, including the quotes received from all MBE and Non-MBE firms proposing 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 an MBE Unavailability Certificate (see D-1B - Exhibit A to this Part 1) signed by the MBE contractor or a statement from the 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 Offeror's Good Faith Efforts.

2. Submit any other documentation the Offeror believes will help the Procurement Officer ascertain its Good Faith Efforts.
D-1B - Exhibit A
MBE Subcontractor Unavailability Certificate

1. It is hereby certified that the firm of _____________________________________________________________________________
located at _____________________________________________________________________________

________________________________________________________________________

was offered an opportunity to bid on Solicitation No. E00B9400005 in _________________ County by _____________________________________________________________________________

************************************************************************************

2. _____________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

************************************************************************************

(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 proposal, 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)
D-1C
GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST

<table>
<thead>
<tr>
<th>Prime Contractor:</th>
<th>Project Description:</th>
<th>PROJECT/CONTRACT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Offeror Company Name, Street Address, Phone</td>
<td>&lt;&lt;projectDescription&gt;&gt;</td>
<td>NUMBER: E00B9400005</td>
</tr>
</tbody>
</table>

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

Company:

___________________________________  ______________________________________
Company Name      Signature of Representative

By:

______________________________
Signature of Authorized Representative

Printed Name:

___________________________________
Printed Name

Title:

______________________________
Title

Date:

______________________________
Date

Address:

___________________________________
Company Address

___________________________________  ________________________________
Company Name                      Signature of Representative
<table>
<thead>
<tr>
<th>Address</th>
<th>Printed Name and Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>City, State and Zip Code</td>
<td>Date</td>
</tr>
</tbody>
</table>
GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST

PART 1 – IDENTIFIED ITEMS OF WORK OFFEROR MADE AVAILABLE TO MBE FIRMS

<table>
<thead>
<tr>
<th>Prime Contractor:</th>
<th>Project Description:</th>
<th>PROJECT/CONTRACT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Offeror Company Name, Street Address, Phone</td>
<td>&lt;&lt;projectDescription&gt;&gt;</td>
<td>NUMBER: E00B9400005</td>
</tr>
</tbody>
</table>

Identify those items of work that the Offeror made available to MBE Firms. This includes, where appropriate, those items the 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 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 Proposal items identified during the goal setting process as possible items of work for performance by MBE Firms, the Offeror should make all of those items of work available to MBE Firms or explain why that item was not made available. If the Offeror selects additional items of work to make available to MBE Firms, those additional items should also be included below.

<table>
<thead>
<tr>
<th>Identified Items of Work</th>
<th>Was this work listed in the procurement?</th>
<th>Does Offeror normally self-perform this work?</th>
<th>Was this work made available to MBE Firms? If no, explain why?</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Yes □ No</td>
<td>□ Yes □ No</td>
<td>□ Yes □ No</td>
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<tr>
<td>□ Yes □ No</td>
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<td>□ Yes □ No</td>
<td>□ Yes □ No</td>
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</tbody>
</table>
## Identified Items of Work

<table>
<thead>
<tr>
<th>Identified Items of Work</th>
<th>Was this work listed in the procurement?</th>
<th>Does Offeror normally self-perform this work?</th>
<th>Was this work made available to MBE Firms? If no, explain why?</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>□ Yes □ No</td>
<td>□ Yes □ No</td>
<td>□ Yes □ No</td>
</tr>
</tbody>
</table>

☐ Please check if Additional Sheets are attached.
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 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 Offeror should solicit all of those MBE Firms or explain why a specific MBE was not solicited. If the 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 Offeror that the MBE contractor refused to sign the Minority Contractor Unavailability Certificate (Attachment D-1B - Exhibit A). If the Offeror used a Non-MBE or self-performed the identified items of work, Part 4 must be completed.

<table>
<thead>
<tr>
<th>Name of Identified MBE Firm &amp; MBE Classification</th>
<th>Describe Item of Work Solicited</th>
<th>Initial Solicitation Date &amp; Method</th>
<th>Follow-up Solicitation Date &amp; Method</th>
<th>Details for Follow-up Calls</th>
<th>Quote Rec’d</th>
<th>Quote Used</th>
<th>Reason Quote Rejected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Firm Name:</td>
<td></td>
<td>Date: □ Mail □ Facsimile □ E-mail</td>
<td>Date: □ Phone □ Mail □ Facsimile □ E-mail</td>
<td>Time of Call Spoke with: □ Yes □ No</td>
<td>□ Used Other MBE □ Used Non-MBE □ Self-performing</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MBE Classification (Check only if requesting waiver of MBE subgoal.)</td>
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<td>□ African American-Owned</td>
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<tr>
<td>□ Hispanic American-Owned</td>
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<td></td>
<td></td>
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<tr>
<td>□ Asian American-Owned</td>
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<tr>
<td>□ Women-Owned</td>
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</tr>
<tr>
<td>□ Other MBE Classification</td>
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</tbody>
</table>

| Firm Name:                                        |                                | Date: □ Mail □ Facsimile □ E-mail | Date: □ Phone □ Mail □ Facsimile □ E-mail | Time of Call Spoke with: □ Yes □ No | □ Used Other MBE □ Used Non-MBE □ Self-performing |
| MBE Classification (Check only if requesting waiver of MBE subgoal.) | | | | | |
| □ African American-Owned                          | | | | | |
| □ Hispanic American-Owned                        | | | | | |
| □ Asian American-Owned                           | | | | | |
| □ Women-Owned                                    | | | | | |
| □ Other MBE Classification                        | | | | | |
Please check if Additional Sheets are attached.

GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST

PART 3 – ADDITIONAL INFORMATION REGARDING REJECTED MBE QUOTES

<table>
<thead>
<tr>
<th>Prime Contractor:</th>
<th>Project Description:</th>
<th>PROJECT/CONTRACT</th>
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</thead>
<tbody>
<tr>
<td>Offeror Company Name, Street Address, Phone</td>
<td>&lt;&lt;projectDescription&gt;&gt;</td>
<td>NUMBER: E00B9400005</td>
</tr>
</tbody>
</table>

This form must be completed if Part 1 indicates that an MBE quote was rejected because the 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.

<table>
<thead>
<tr>
<th>Describe Identified Items of Work Not Being Performed by MBE (Include spec/section number from Proposal)</th>
<th>Self-performing or Using Non-MBE (Provide name)</th>
<th>Amount of Non-MBE Quote</th>
<th>Name of Other Firms who Provided Quotes &amp; Whether MBE or Non-MBE</th>
<th>Amount Quoted</th>
<th>Indicate Reason Why MBE Quote Rejected &amp; Briefly Explain</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Self-performing</td>
<td>□ Using Non-MBE</td>
<td>$____</td>
<td>□ MBE □ Non-MBE</td>
<td>$____</td>
<td>□ Price □ Capabilities □ Other</td>
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</tr>
<tr>
<td>□ Self-performing</td>
<td>□ Using Non-MBE</td>
<td>$____</td>
<td>□ MBE □ Non-MBE</td>
<td>$____</td>
<td>□ Price □ Capabilities □ Other</td>
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<td></td>
</tr>
<tr>
<td>□ Self-performing</td>
<td>□ Using Non-MBE</td>
<td>$____</td>
<td>□ MBE □ Non-MBE</td>
<td>$____</td>
<td>□ Price □ Capabilities □ Other</td>
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<tr>
<td>□ Self-performing</td>
<td>□ Using Non-MBE</td>
<td>$____</td>
<td>□ MBE □ Non-MBE</td>
<td>$____</td>
<td>□ Price □ Capabilities □ Other</td>
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<tr>
<td>□ Self-performing</td>
<td>□ Using Non-MBE</td>
<td>$____</td>
<td>□ MBE □ Non-MBE</td>
<td>$____</td>
<td>□ Price □ Capabilities □ Other</td>
</tr>
</tbody>
</table>

TORFP for Comptroller of Maryland
Please check if Additional Sheets are attached.
Complete and submit this form within 10 Business Days of notification of apparent award or actual award, whichever is earlier.

In conjunction with the Proposal submitted in response to Solicitation No. E00B9400005, I state the following:

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

________________________________________________________________________

________________________________________________________________________

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

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

________________________________________________________________________

________________________________________________________________________

4. **Please Check One:**

   ☐ This project does not involve bonding requirements.

   ☐ Offeror assisted MDOT-certified MBE firms to fulfill or seek waiver of bonding requirements. (DESCRIBE EFFORTS):

________________________________________________________________________

________________________________________________________________________

5. **Please Check One:**

   Offeror did attend the pre-proposal conference.
   
   ________

   No pre-proposal meeting/conference was held.
   
   ________

   Offeror did not attend the pre-proposal conference.
   
   ________
PLEASE PRINT OR TYPE

Company:

Company Name (please print or type)

By:

Signature of Authorized Representative

Printed Name:

Printed Name

Title:

Title

Date:

Date

Address:

Company Address
MBE SUBCONTRACTOR PROJECT PARTICIPATION CERTIFICATION

Please complete and submit one form for each certified MBE firm listed on the MBE Participation schedule (Attachment D-1A) within 10 Business Days of notification of apparent award. If the Offeror fails to return this affidavit within the required time, the Procurement Officer may determine that Proposal is not susceptible of being selected for Contract award.

Provided that ___________________ (Prime Contractor’s Name) is awarded the State contract in conjunction with Solicitation No. E00B9400005, 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 goods and services for the Contract:

<table>
<thead>
<tr>
<th>NAICS CODE</th>
<th>WORK ITEM, SPECIFICATION NUMBER, LINE ITEMS OR WORK CATEGORIES (IF APPLICABLE)</th>
<th>DESCRIPTION OF SPECIFIC PRODUCTS AND/OR SERVICES</th>
</tr>
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<tbody>
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</tbody>
</table>

Each of the Contractor and subcontractor acknowledges that, for purposes of determining the accuracy of the information provided herein, the Procurement Officer might 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 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 Proposal;

(2) fail to notify the certified Minority Business Enterprise before execution of the Contract of its inclusion of the 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 Proposal.
<table>
<thead>
<tr>
<th>Prime Contractor</th>
<th>Subcontractor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company:</td>
<td>Company:</td>
</tr>
<tr>
<td>Company Name (please print or type)</td>
<td>Company Name (please print or type)</td>
</tr>
<tr>
<td>FEIN:</td>
<td>FEIN:</td>
</tr>
<tr>
<td>Federal Identification Number</td>
<td>Federal Identification Number</td>
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<tr>
<td>Phone Number:</td>
<td>Phone Number:</td>
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<tr>
<td>By:</td>
<td>By:</td>
</tr>
<tr>
<td>Signature of Authorized Representative</td>
<td>Signature of Authorized Representative</td>
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<td>Date:</td>
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<td>Date</td>
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<tr>
<td>Printed Name:</td>
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<td>Title:</td>
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<td>Printed Title</td>
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<td>Address:</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Company Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>PRIME CONTRACTOR</td>
</tr>
<tr>
<td>Signature of Representative:</td>
</tr>
<tr>
<td>Printed Name and Title: ____________________________</td>
</tr>
<tr>
<td>Firm’s Name: ____________________________</td>
</tr>
<tr>
<td>Federal Identification Number: __________</td>
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<tr>
<td>Address: ____________________________</td>
</tr>
<tr>
<td>Telephone: __________________________</td>
</tr>
<tr>
<td>Date: _____________________________</td>
</tr>
</tbody>
</table>

| SUBCONTRACTOR |
| Signature of Representative: |
| Printed Name and Title: ____________________________ |
| Firm’s Name: ____________________________ |
| Federal Identification Number: __________ |
| Address: ____________________________ |
| Telephone: __________________________  |
| Date: _____________________________  |
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 D-1A) for purposes of meeting the MBE participation goals. This form must be submitted within 10 Business Days of notification of apparent award. If the Offeror fails to return this affidavit within the required time, the Procurement Officer may determine that Proposal is not susceptible of being selected 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 goods and services for the Contract:

<table>
<thead>
<tr>
<th>NAICS CODE</th>
<th>WORK ITEM, SPECIFICATION NUMBER, LINE ITEMS OR WORK CATEGORIES (IF APPLICABLE)</th>
<th>DESCRIPTION OF SPECIFIC PRODUCTS AND/OR SERVICES</th>
<th>VALUE OF THE WORK</th>
</tr>
</thead>
</table>

MBE Prime Contractor

Company: ________________________________

Company Name (please print or type)

FEIN: ________________________________

Federal Identification Number

Address: ________________________________

Company Address

Phone: ________________________________

Phone

Printed Name: ________________________________

Printed Name
Title:

By:

Signature of Authorized Representative

Date:

Date
# D-4A

** Minority Business Enterprise Participation **

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

<table>
<thead>
<tr>
<th>Report #:</th>
<th>Contract #: E00B9400005</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reporting Period (Month/Year):</td>
<td>Contracting Unit: &lt;&lt;issuingAgencyName&gt;&gt;</td>
</tr>
<tr>
<td>Prime Contractor: Report is due to the MBE Liaison by the 15th of the month following the month the services were provided. Note: Please number reports in sequence</td>
<td>Contract Amount:</td>
</tr>
<tr>
<td></td>
<td>MBE Subcontract Amt:</td>
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<tr>
<td></td>
<td>Project Begin Date:</td>
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<tr>
<td></td>
<td>Project End Date:</td>
</tr>
<tr>
<td></td>
<td>Services Provided:</td>
</tr>
<tr>
<td>Prime Contractor:</td>
<td>Contact Person:</td>
</tr>
<tr>
<td>Address:</td>
<td></td>
</tr>
<tr>
<td>City:</td>
<td>State:</td>
</tr>
<tr>
<td>Phone:</td>
<td>FAX:</td>
</tr>
<tr>
<td>MBE Subcontractor Name:</td>
<td>Contact Person:</td>
</tr>
<tr>
<td>Phone:</td>
<td>FAX:</td>
</tr>
<tr>
<td>Subcontractor Services Provided:</td>
<td></td>
</tr>
</tbody>
</table>

** List all payments made to MBE subcontractor named above during this reporting period: **

<table>
<thead>
<tr>
<th>Invoice #</th>
<th>Amount</th>
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<tbody>
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<td>1.</td>
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<td>3.</td>
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<tr>
<td>4.</td>
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</tbody>
</table>

** List dates and amounts of any outstanding invoices: **

<table>
<thead>
<tr>
<th>Invoice #</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>1.</td>
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<td>2.</td>
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<td>3.</td>
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<td>4.</td>
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</tr>
</tbody>
</table>

** Total Dollars Paid: $ **

** Total Dollars Unpaid: $ **

- If more than one MBE subcontractor is used for this contract, you must use separate Attachment D-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 D-4B.

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

  <<contractManagerName>>  The Comptroller of Maryland
  TO Manager  Contracting Unit
  <<contractManagerAddress>>  City, State Zip
  <<contractManageremail>>  <<contractManagerPhoneNumber>>  Phone Number
### Minority Business Enterprise Participation

**MBE Prime Contractor Report**

<table>
<thead>
<tr>
<th>MBE Prime Contractor:</th>
<th>Contract #:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Certification Number:</td>
<td>Contracting Unit: The Comptroller of Maryland</td>
</tr>
<tr>
<td>Report #:</td>
<td>Contract Amount:</td>
</tr>
</tbody>
</table>

**Reporting Period (Month/Year):**

**MBE Prime Contractor: Report is due to the MBE Liaison by the 15th of the month following the month the services were provided.**

**Note: Please number reports in sequence**

**Total Value of the Work to the Self-Performed for purposes of Meeting the MBE participation goal/subgoals:**

| Project Begin Date: | Project End Date: |

**Contact Person:**

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<th>Address:</th>
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<tr>
<th>City:</th>
<th>State:</th>
<th>ZIP:</th>
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<tr>
<th>Phone:</th>
<th>FAX:</th>
<th>E-mail:</th>
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<table>
<thead>
<tr>
<th>Invoice Number</th>
<th>Value of the Work</th>
<th>NAICS Code</th>
<th>Description of Specific Products and/or Services</th>
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</table>

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

- **<<contractManagerName>>**
  - TO Manager
  - <<contractManagerAddress>>
  - Address
  - <<contractManageremail>>
  - Email
  - Signature (Required)

- **The Comptroller of Maryland**
  - Contracting Unit
  - City, State Zip
  - Phone Number
  - Date
D-5
Minority Business Enterprise Participation
MBE Subcontractor Paid/Unpaid Invoice Report

Report #:  Contract #: E00B9400005
Reporting Period (Month/Year):  Contracting Unit: The Comptroller of Maryland
Report is due by the 15th of the month following the month the services were performed.
MBE Subcontract Amt:
Project Begin Date:
Project End Date:
Services Provided:

MBE Subcontractor Name:
MDOT Certification #:
Contact Person:
Address:
City:  State:  ZIP:
Phone:  FAX:  E-mail:

Subcontractor Services Provided:

<table>
<thead>
<tr>
<th>Invoice Amount</th>
<th>Date</th>
<th>Invoice Amount</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
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<td>1.</td>
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<tr>
<td>2.</td>
<td>2.</td>
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<td>3.</td>
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<tr>
<td>4.</td>
<td>4.</td>
<td>4.</td>
<td></td>
</tr>
</tbody>
</table>

Total Dollars Paid: $  Total Dollars Unpaid: $
Prime Contractor:  Contract Person:

List all payments received from Prime Contractor during reporting period indicated above.
List dates and amounts of any unpaid invoices over 30 days old.

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

<<contractManagerName>>  The Comptroller of Maryland
TO Manager  Contracting Unit
<<contractManagerAddress>>
Address  City, State Zip
<<contractManagerEmail>>  <<contractManagerPhoneNumber>>
Email  Phone Number

Signature (Required)  Date
Attachment E. Veteran-Owned Small Business Enterprise (VSBE) Forms

This solicitation does not include a Veteran-Owned Small Business Enterprise goal.
Maryland Living Wage Affidavit of Agreement for Service Contracts

A. This contract is subject to the Living Wage requirements under Md. Code Ann., State Finance and Procurement Article, Title 18, and the regulations proposed by the Commissioner of Labor and Industry (Commissioner). The Living Wage generally applies to a Contractor or subcontractor who performs work on a State contract for services that is valued at $100,000 or more. An employee is subject to the Living Wage if he/she is at least 18 years old or will turn 18 during the duration of the contract; works at least 13 consecutive weeks on the State Contract and spends at least one-half of the employee’s time during any workweek on the State Contract.

B. The Living Wage Law does not apply to:

1. A Contractor who:
   a. Has a State contract for services valued at less than $100,000, or
   b. Employs 10 or fewer employees and has a State contract for services valued at less than $500,000.

2. A subcontractor who:
   a. Performs work on a State contract for services valued at less than $100,000,
   b. Employs 10 or fewer employees and performs work on a State contract for services valued at less than $500,000, or
   c. Performs work for a Contractor not covered by the Living Wage Law as defined in B(1)(b) above, or B (3) or C below.

3. Service contracts for the following:
   a. Services with a Public Service Company;
   b. Services with a nonprofit organization;
   c. Services with an officer or other entity that is in the Executive Branch of the State government and is authorized by law to enter into a procurement (“Unit”); or
   d. Services between a Unit and a County or Baltimore City.

C. If the Unit responsible for the State contract for services determines that application of the Living Wage would conflict with any applicable Federal program, the Living Wage does not apply to the contract or program.

D. A Contractor must not split or subdivide a State contract for services, pay an employee through a third party, or treat an employee as an independent Contractor or assign work to employees to avoid the imposition of any of the requirements of Md. Code Ann., State Finance and Procurement Article, Title 18.

E. Each Contractor/subcontractor, subject to the Living Wage Law, shall post in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.

F. The Commissioner shall adjust the wage rates by the annual average increase or decrease, if any, in the Consumer Price Index for all urban consumers for the Washington/Baltimore metropolitan area, or any successor index, for the previous calendar year, not later than 90 days after the start
of each fiscal year. The Commissioner shall publish any adjustments to the wage rates on the Division of Labor and Industry’s website. An employer subject to the Living Wage Law must comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.

G. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer’s share of the health insurance premium, as provided in Md. Code Ann., State Finance and Procurement Article, §18-103(c), shall not lower an employee’s wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer’s share of health insurance premium shall comply with any record reporting requirements established by the Commissioner.

H. A Contractor/subcontractor may reduce the wage rates paid under Md. Code Ann., State Finance and Procurement Article, §18-103(a), by no more than 50 cents of the hourly cost of the employer’s contribution to an employee’s deferred compensation plan. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer’s contribution to an employee’s deferred compensation plan shall not lower the employee’s wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413.

I. Under Md. Code Ann., State Finance and Procurement Article, Title 18, if the Commissioner determines that the Contractor/subcontractor violated a provision of this title or regulations of the Commissioner, the Contractor/subcontractor shall pay restitution to each affected employee, and the State may assess liquidated damages of $20 per day for each employee paid less than the Living Wage.

J. Information pertaining to reporting obligations may be found by going to the Division of Labor and Industry website http://www.dllr.state.md.us/labor/prev/livingwage.shtml and clicking on Living Wage for State Service Contracts.
LEGACY SYSTEM & HELP DESK SUPPORT
Solicitation #: E00B9400005

F-1 Maryland Living Wage Requirements Affidavit of Agreement

Contract No. E00B9400005

Name of Contractor:
Address:

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):

☐ Offeror is a nonprofit organization
☐ Offeror is a public service company
☐ Offeror employs 10 or fewer employees and the proposed contract value is less than $500,000
☐ 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 its commitment to comply with Title 18, State Finance and Procurement Article, Annotated Code of Maryland and, if required, submit all payroll reports to the Commissioner of Labor and Industry with regard to the above stated contract. The 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 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 Offeror affirms it has no covered employees for the following reasons: (check all that apply):

☐ The employee(s) proposed to work on the contract will spend less than one-half of the employee’s time during any work week on the contract
☐ The employee(s) proposed to work on the contract is 17 years of age or younger during the duration of the contract; or
☐ The employee(s) proposed to work on the 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) ________________________________
LEGACY SYSTEM & HELP DESK SUPPORT
Solicitation #: E00B9400005

Witness Signature: _______________________________ Date: ____________________

SUBMIT THIS AFFIDAVIT WITH PROPOSAL
Attachment G. Federal Funds Attachments

This solicitation does not include a Federal Funds Attachment.
Attachment H. Conflict of Interest Affidavit and Disclosure

Reference COMAR 21.05.08.08

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 Offeror, TO Contractor, consultant, or subcontractor or sub-consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a Proposal is made.

C. The 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 Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the Offeror shall immediately make a full disclosure in writing to the TO Procurement Officer of all relevant facts and circumstances. This disclosure shall include a description of actions, which the 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 TO Contractor shall continue performance until notified by the TO Procurement Officer of any contrary action to be taken.

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

Date: ____________________ By: ______________________________________
(Authorized Representative and Affiant)

SUBMIT THIS AFFIDAVIT WITH Bid/PROPOSAL
THIS NON-DISCLOSURE AGREEMENT (‘Agreement”) is made by and between the State of Maryland (the “State”), acting by and through (The Comptroller of Maryland) (the “<<typeofAgency>>”), and ____________________________ (the “TO Contractor”).

RECITALS

WHEREAS, the TO Contractor has been awarded a contract (the “TO Agreement”) following the solicitation for LEGACY SYSTEM & HELP DESK SUPPORT Solicitation # E00B9400005; and

WHEREAS, in order for the TO Contractor to perform the work required under the TO Agreement, it will be necessary for the State at times to provide the TO Contractor and the TO Contractor’s employees, agents, and subcontractors (collectively the “TO Contractor’s Personnel”) with access to certain information the State deems confidential information (the “Confidential Information”).

NOW, THEREFORE, in consideration of being given access to the Confidential Information in connection with the solicitation 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, General Provisions §4-101(h)) 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. The 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. The TO Contractor shall limit access to the Confidential Information to the TO Contractor’s Personnel who have a demonstrable need to know such Confidential Information in order to perform under 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 Attachment I-2. TO Contractor shall update Attachment I-2 by adding additional names (whether TO Contractor’s Personnel or a subcontractor’s personnel) as needed, from time to time.

3. If the TO Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the TO Contractor’s performance of the TO Agreement or will otherwise have a role in performing any aspect of the TO Agreement, 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. The TO Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, adopt or establish operating procedures and physical security measures, and 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 being released, published, disseminated, or otherwise made available to any third persons or entities except as expressly authorized by the State in writing.
Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.

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

6. The TO Contractor shall, at its own expense, return to the COM all Confidential Information in its care, custody, control or possession upon request of the COM or on termination of the TO Agreement.

7. A breach of this Agreement by the TO Contractor or the TO Contractor’s Personnel shall constitute a breach of the TO Agreement between the TO Contractor and the State.

8. TO Contractor acknowledges that any failure by the TO Contractor or the TO Contractor’s Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the TO Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The TO Contractor consents to personal jurisdiction in the Maryland State Courts. The State’s rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and 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 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, in no event less restrictive than as set forth in 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;
   f. The Recitals are not merely prefatory but are an integral part hereof; and
   g. The effective date of this Agreement shall be the same as the effective date of the TO Agreement entered into by the parties.
IN WITNESS WHEREOF, the parties have executed, by their duly authorized representatives, this Agreement as of the day and year first above written.

TO Contractor:   <<ISSUINGAGENCYACRONYM>>

By:  
(seal)

Printed Name:  

Title:  

Date:  

<<ISSUINGAGENCYACRONYM>>  

By:  

Printed Name:  

Title:  

Date:  
## I-2 NON-DISCLOSURE AGREEMENT

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

<table>
<thead>
<tr>
<th>Printed Name and Address of Individual/Agent</th>
<th>Employee (E) or Agent (A)</th>
<th>Signature</th>
<th>Date</th>
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</thead>
<tbody>
<tr>
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TORFP for Comptroller of Maryland
I AFFIRM THAT:

To the best of my knowledge, information, and belief, and upon due inquiry, I hereby certify that: (i) all Confidential Information which is the subject matter of that certain Non-Disclosure Agreement by and between the State of Maryland and ________________ (“TO Contractor”) dated ________________, 20____ (“Agreement”) is attached hereto and is hereby returned to the State in accordance with the terms and conditions of the Agreement; and (ii) I am legally authorized to bind the TO Contractor to this affirmation. All Confidential Information that was stored electronically by me has been permanently deleted from all of my systems or electronic storage devices where such Confidential Information may have been stored.

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, HAVING MADE DUE INQUIRY.

DATE: ______________________________

NAME OF TO CONTRACTOR: __________________________

BY: _____________________________________________________________
    (Signature)

TITLE: _________________________________________________________
    (Authorized Representative and Affiant)
### Attachment J. HIPAA Business Associate Agreement

This solicitation does not require a HIPAA Business Associate Agreement.

### Attachment K. Mercury Affidavit

This solicitation does not include the procurement of products known to include mercury as a component.

### Attachment L. Location of the Performance of Services Disclosure

This solicitation does not require a Location of the Performance of Services Disclosure.
This Task Order Agreement ("TO Agreement") is made this day of Month, 20XX by and between __________________________ (TO Contractor) and the STATE OF MARYLAND, Comptroller of Maryland (COM)

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
   a. "Agency" means The Comptroller of Maryland, as identified in the CATS+ TORFP # E00B9400005.
   b. "CATS+ TORFP" means the Task Order Request for Proposals # E00B9400005, 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.
   d. "TO Procurement Officer" means <<TO Procurement Officer>>. The COM may change the TO Procurement Officer at any time by written notice.
   e. "TO Agreement" means this signed TO Agreement between <<ISSUINGAGENCYACRONYM>> and TO Contractor.
   f. "TO Contractor" means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is ___________________________________________.
   g. "TO Manager" means <<contractManagerName>>. The COM 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:

   The TO Agreement,
Exhibit A – CATS+ TORFP
Exhibit B – TO Technical Proposal
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 term of this TO Agreement shall commence as of the “Effective Date” and expire on the 5th anniversary thereof.

4. Consideration and Payment

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

4.2 Payments to the TO Contractor shall be made as outlined Section 3 of the CATS+ TORFP, but no later than thirty (30) days after the Office’s receipt of a proper invoice for services provided by the TO Contractor, acceptance by the Office 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 ___________. The 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 COMTO 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.

SIGNATURES ON NEXT PAGE
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, <<ISSUINGAGENCYACRONYM>>

________________________________     __________________________

By: Mike Balderson, TO Procurement Officer    Date

Witness: _______________________

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

_________________________

Assistant Attorney General
<table>
<thead>
<tr>
<th>Attachment N.</th>
<th>RESERVED</th>
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</thead>
<tbody>
<tr>
<td>Attachment O.</td>
<td>RESERVED</td>
</tr>
</tbody>
</table>
Attachment P. Certification Regarding Investments in Iran


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

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

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

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

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

CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

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

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

Name of Authorized Representative: __________________________________________

Signature of Authorized Representative: ________________________________________

Date: __________ Title: _______________________________________________________

Witness Name (Typed or Printed): _____________________________________________

Witness Signature and Date: _________________________________________________
Appendix 1. Abbreviations and Definitions

For purposes of this TORFP, the following abbreviations or terms have the meanings indicated below:

A. Access - The ability or the means necessary to read, write, modify, or communicate data/information or otherwise use any information system resource
B. Business Day(s) – The official working days of the week to include Monday through Friday. Official working days excluding State Holidays (see definition of “Normal State Business Hours” below).
C. COMAR – Code of Maryland Regulations available on-line at http://www.dsd.state.md.us/COMAR/ComarHome.html
D. Comptroller of Maryland or (COM)
E. Data Breach – The unauthorized acquisition, use, modification or disclosure of State data, or other Sensitive Data
F. Effective Date - The date of mutual TO Agreement execution by the parties
G. Information System – A discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.
H. Information Technology (IT) – All electronic information-processing hardware and software, including: (a) maintenance; (b) telecommunications; and (c) associated consulting services
I. Key Personnel – All TO Contractor Personnel identified in the solicitation as such that are essential to the work being performed under the Task Order. See TORFP Section 3.10.
J. Local Time – Time in the Eastern Time Zone as observed by the State of Maryland. Unless otherwise specified, all stated times should be Local Time, even if not expressly designated as such.
K. Minority Business Enterprise (MBE) – Any legal entity certified as defined at COMAR 21.01.02.01B (54) which is certified by the Maryland Department of Transportation under COMAR 21.11.03.
L. Normal State Business Hours - Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except State Holidays, which can be found at: www.dbm.maryland.gov – keyword: State Holidays.
M. Notice to Proceed (NTP) – A written notice from the TO Procurement Officer that work under the Task Order, project or Work Order (as applicable) is to begin as of a specified date. The NTP Date is the start date of work under the Task Order, project or Work Order. 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.
N. NTP Date – The date specified in a NTP for work on Task Order, project or Work Order to begin.
O. Offeror – A Master Contractor that submits a Proposal in response to this TORFP.
P. Personally Identifiable Information (PII) – Any information about an individual maintained by the State, including (1) any information that can be used to distinguish or trace an individual identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.
Q. Protected Health Information (PHI) – Information that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (i) that identifies the individual; or (ii) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
R. 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.

S. Security or Security Measures – The technology, policy and procedures that a) protects and b) controls access to networks, systems, and data

T. Sensitive Data - Means PII; PHI; other proprietary or confidential data as defined by the State, including but not limited to “personal information” under Md. Code Ann., Commercial Law § 14-3501(d) and Md. Code Ann., St. Govt. § 10-1301(c) and information not subject to disclosure under the Public Information Act, Title 4 of the General Provisions Article; and information about an individual that (1) can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; (2) is linked or linkable to an individual, such as medical, educational, financial, and employment information

U. Software - The object code version of computer programs licensed pursuant to this TO Agreement. Embedded code, firmware, internal code, microcode, and any other term referring to software that is necessary for proper operation is included in this definition of Software. Software includes all prior, current, and future versions of the Software and all maintenance updates and error corrections. Software also includes any upgrades, updates, bug fixes, modified versions, or backup copies of the Software licensed to the State by TO Contractor or an authorized distributor.

V. State – The State of Maryland.

W. Task Order (TO) – The scope of work described in this TORFP.

X. TO Agreement - The contract awarded to the successful Offeror pursuant to this Task Order Request for Proposals, the form of which is attached to this TORFP as Attachment M.

Y. TO Contractor Personnel - Employees and agents and subcontractor employees and agents performing work at the direction of the TO Contractor under the terms of the Task Order awarded from this TORFP.

Z. TO Proposal – As appropriate, either or both of an Offeror TO Technical or TO Financial Proposal.

AA. Technical Safeguards – The technology and the policy and procedures for its use that protect State Data and control access to it.

BB. Total Proposal Price - The Offeror’s total proposed price for services in response to this solicitation, included in the TO Financial Proposal with Attachment B – TO Financial Proposal Form, and used in the financial evaluation of Proposals (see TORFP Section 5.5).

CC. 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.

DD. 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 TO Contractor fulfillment, and which may not require a TO Agreement modification. Except as otherwise provided, any reference to the Task Order shall be deemed to include reference to a Work Order.
## Appendix 2. Offeror Information Sheet

<table>
<thead>
<tr>
<th>Offeror</th>
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<tbody>
<tr>
<td><strong>Company Name</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Street Address</strong></td>
<td></td>
</tr>
<tr>
<td><strong>City, State, Zip Code</strong></td>
<td></td>
</tr>
<tr>
<td><strong>TO Contractor Federal Employer Identification Number (FEIN)</strong></td>
<td></td>
</tr>
<tr>
<td><strong>TO Contractor eMM ID number</strong></td>
<td>As of the date of Proposal submission, are you registered to do business with the state of Maryland?</td>
</tr>
</tbody>
</table>

### SBE / MBE/ VSBE Certification

<p>| | |</p>
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<tr>
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</table>
| **SBE** | Number:  
Expiration Date: |
| **VSBE** | Number:  
Expiration Date: |
| **MBE** | Number:  
Expiration Date:  
Categories to be applied to this solicitation (dual certified firms must choose only one category). |

### Offeror Primary Contact

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
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<tbody>
<tr>
<td><strong>Name</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Title</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Office Telephone number (with area code)</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Cell Telephone number (with area code)</strong></td>
<td></td>
</tr>
<tr>
<td><strong>e-mail address</strong></td>
<td></td>
</tr>
</tbody>
</table>

### Authorized Offer Signatory

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<tr>
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<tbody>
<tr>
<td><strong>Name</strong></td>
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<td><strong>Title</strong></td>
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<tr>
<td><strong>Office Telephone number (with area code)</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Cell Telephone number (with area code)</strong></td>
<td></td>
</tr>
<tr>
<td><strong>e-mail address</strong></td>
<td></td>
</tr>
</tbody>
</table>
Appendix 3. Criminal Background Check Affidavit

AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

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

I hereby affirm that the ____ (Master Contractor)_______ has provided Maryland Transportation Authority with a summary of the security clearance results for all of the candidates that will be working on Task Order MICROSOFT DYNAMICS SL SOFTWARE TECHNICAL AND USER SUPPORT E00B9400005 and all of these candidates have successfully passed all of the background checks required under Section 2.4.3.2 of the CATS + Master Contract. Master Contractors hereby agrees to provide security clearance results for any additional candidates at least seven (7) days prior to the date the candidate commences work on this Task Order.

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

___________________________________________
Master Contractor

___________________________________________
Typed Name

___________________________________________
Signature

___________________________________________
Date
Appendix 4  Labor Classification Personnel Resume Summary

INSTRUCTIONS:

1. For each Key Personnel proposed, complete one Labor Category Personnel Resume Summary. Additional information may be attached to each Labor Category Personnel Resume Summary that may assist a full and complete understanding of the individual being proposed.

2. For this TORFP,
   
   A. Master Contractors shall comply with all personnel requirements defined under the Master Contract RFP 060B2490023.
   
   B. 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:
      
      1) Failure to follow these instructions.
      2) Failure to propose a resource for each job title or labor category identified in the TORFP as a required submission.
      3) Failure of any proposed resource to meet minimum requirements as listed in this TORFP and in the CATS+ Master Contract.
Appendix 4A LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY

**CATS+ TORFP # XXXXXXX**

<table>
<thead>
<tr>
<th>Proposed Individual:</th>
<th>Master Contractor:</th>
<th>CATS+ Labor Category:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Education:</strong></td>
<td>Institution/Address</td>
<td>Degree or Certification</td>
</tr>
<tr>
<td>Insert the education description from the CATS+ RFP from Section 2.10 for the applicable labor category.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Generalized Experience:</strong></td>
<td>Start</td>
<td>End</td>
</tr>
<tr>
<td>Insert the generalized experience description from the CATS+ RFP from Section 2.10 for the applicable labor category.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Specialized Experience:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Insert the specialized experience description from the CATS+ RFP from Section 2.10 for the applicable labor category.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TORFP Additional Requirements</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Minimum qualifications and required certifications as defined in Section 2.1 of this TORFP.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Provide dates in the format of MM/YY to MM/YY</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
The information provided on this form for this labor category is true and correct to the best of my knowledge:

TO Contractor Representative:  Proposed Individual:

________________________________________  _________________________________
Signature                                                                                     Signature

________________________________________  _________________________________
Printed Name:                                                                               Printed Name

________________________________________  _________________________________
Date                                                                                         Date
Appendix 5. Confidentiality of IRS and State Tax Information

This appendix to this Contract is to clarify the Contractor’s and all Subcontractors, hereinafter collectively referred to as Contractor, responsibilities as required by the Comptroller of Maryland and the Internal Revenue Service as it relates to the Privacy Act of 1974, 5 U.S.C. 552a.

A. In performance of this Contract, the Contractor agrees to comply with and assume responsibility for compliance by Contractor Personnel, as defined in Integrated Tax System Solicitation #E00B8400029 Appendix 1 Abbreviations and Definitions, with the following requirements:

1. All work will be performed under the supervision of the Contractor or Contractor Personnel.

2. The Contractor and Contractor Personnel with access to or who use federal tax information (FTI) or State tax information (STI) must meet the background check requirements defined in IRS Publication 1075.

3. Any Federal or State tax Returns or Return information (hereafter referred to as Returns or Return information) made available shall be used only for carrying out the provisions of this Contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this Contract. Inspection by or disclosure to anyone other than an officer or employee of the Contractor is prohibited.

4. All Returns and Return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.

5. The Contractor certifies that the data processed during the performance of this Contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the Contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the Contractor certifies that any IRS or state data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.

6. Any spoilage or any intermediate hard copy printout that may result during the processing of IRS or State data will be given to the Comptroller of Maryland or his or her designee. When this is not possible, the Contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the Comptroller of Maryland or his or her designee with a statement containing the date of destruction, description of the material destroyed, and the method used.

7. All computer systems receiving, processing, storing or transmitting FTI or STI must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the Security features of the environment must provide for the managerial, operational, and technical controls. All Security features must be available and activated to protect against unauthorized use of and access to Federal or State Tax Information.

8. No work involving Returns or Return information furnished under this Contract will be subcontracted without prior written approval of the IRS and the State.
(9) The Contractor will maintain a list of Contractor Personnel authorized access. Such list will be provided to the State and, upon request, to the IRS reviewing office.

(10) The State will have the right to void the Contract if the Contractor fails to provide the safeguards described above.

B. Criminal/Civil Sanctions:

(1) Each officer of employee or any person to whom Returns or Return information is or may be disclosed shall be notified in writing by such person that Returns or Return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such Returns or Return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as $5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of Returns or Return information may also result in an award of civil damages against the officer or employee in an amount not less than $1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC section 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1. State penalties may also be prescribed.

(2) Each officer or employee of any person to whom Returns or Return information is or may be disclosed shall be notified in writing by such person that any Return or Return information made available in any format shall be used only for carrying out the provisions of this Contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this Contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as $1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of Returns or Return information may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of $1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

(3) Additionally, it is incumbent upon the Contractor to inform its Contractor Personnel of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C.552a Specifically, 5 U.S.C. 552a(i)(1), which is made applicable Contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a Contractor, who by virtue of his/her employment or official position, has possession of or access to state records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or state not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000.

(4) Granting Contractor Personnel access to FTI and STI must be preceded by certifying that each individual understands the state’s Security policy and procedures for safeguarding IRS and State information. Contractor and Contractor Personnel must maintain their authorization to
access FTI and STI through annual recertification. The initial certification and recertification must be documented and placed in the state’s files for review. As part of the certification and at least annually afterwards, Contractors and Contractor Personnel must be advised of the provisions of IRC section 7431, 7213, and 7213A. The training provided before the initial certification and annually thereafter must cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. For both the initial certification and the annual certification, the Contractor Personnel must sign, with either ink or electronic signature, a confidentiality statement certifying their understanding of the Security requirements.

C. Inspection:

The IRS and the State, with 24-hour notice, shall have the right to send its inspectors into the offices and plants of the Contractor to inspect facilities and operations performing any work with FTI or STI under this Contract for compliance with requirements defined in IRS Publication 1075. The IRS’ right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. Based on such inspection, corrective actions may be required in cases where the Contractor is found to be noncompliant with Contract safeguards.

BPO Number: ___________________________
BPO Award Date: ___________________________

__________________________________________
Contractor Name

Printed Name: ___________________  Printed Name: ____________________
Signature: ______________________  Signature: _______________________
Title: ___________________________  Title: ___________________________
Date: ___________________________ Date: ___________________________
Appendix 6. Certificate of Confidentiality for Contractor Personnel

Part 1: I understand that under federal and Maryland state law it is illegal for me:

- To disclose any information from any tax Return, Report, or document filed with any division of the Comptroller’s Office;
- To willfully and without authorization alter, deface, destroy, remove, or conceal any public records; and
- To willfully and without authorization Access any part of any computer system in the Comptroller’s Office.

I will not examine any Return, Report, or document filed with the Comptroller unless a member of the Comptroller’s project management staff directs me to do so, and then I will only examine those documents assigned to me.

I will hold any and all information I see in the strictest of confidence. I will not use it against any taxpayer for any personal reason nor will I use it to obtain special treatment or favors from any taxpayer.

I understand that the comptroller has the authority to adopt this certificate of confidentiality to carry out his administrative duties and that I must abide by its provisions during as well as after the conclusion of my contract with the Comptroller’s Office.

I understand that if I violate any of these provisions, I will be subject to criminal prosecution and to disciplinary action under the law and the regulations.

The issue of confidentiality of tax data is addressed in:

- Maryland Tax-General Article, §13-201, 202, 203, 204, 205, 206 and 1018
- Maryland Criminal Law Article, §7-3 02 and 8-606
- 44 Opinions of Attorney General 350 (1959)
- Internal Revenue Service Publication 1075
- Internal Revenue Code, 26 USC 6103, 7213, 7213A and 7431

Part 2: Have you had any criminal convictions other than minor traffic violations?

No ☐ Yes ☐ If yes, explain: ________________________________

Part 3: Signed this _______ day of _______, 20.

____________________________     ______________________________
Contractor Name (please print)      Witness Name (please print)

____________________________     ______________________________
Contractor Signature       Witness Signature