

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

**MICROSOFT DYNAMICS ENTERPRISE 365 IT SUPPORT
FOR THE MARYLAND STATE TREASURER'S OFFICE**

CATS+ TORFP # E20B3400010



Issue Date: November 29, 2017

KEY INFORMATION SUMMARY SHEET

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

Solicitation Title:	Microsoft Dynamics Enterprise 365 IT Support for the Maryland State Treasurer's Office
Solicitation Number (TORFP #):	E20B3400010
Functional Area:	Functional Area 5 – Software Engineering Services
Issue Date:	11/29/ 2017
TO Pre-proposal Conference:	12/11/2017 at 11:00 AM EST Maryland State Treasurer 's Office Louis L Goldstein Bldg. 80 Calvert Street Annapolis, MD 21401 Room: 434 See Attachment 6 for directions.
Questions Due Date and Time:	12/14/2017 at 2:00 PM EST
Closing Date and Time:	01/03/2018 at 2:00 PM EST
TO Requesting Agency:	Maryland State Treasurer's Office (STO) State Treasurer's Office Louis L Goldstein Bldg. 80 Calvert Street Annapolis, MD 21401
Send Proposals to:	Anne Jewell ajewell@treasurer.state.md.us <i>E-mail submission strongly preferred.</i>
Send Questions to (e-mail only)	Anne Jewell ajewell@treasurer.state.md.us

TO Procurement Officer:	Anne Jewell Office Phone Number: 410-260-7903 Office Fax Number: 410-974-3530 ajewell@treasurer.state.md.us
TO Manager:	Jessica Papaleonti Office Phone Number: 410-260-7164 Office Fax Number: 410-974-3530 e-mail address: jpapaleonti@treasurer.state.md.us
TO Type:	Time and Materials / Work Order Based
Period of Performance:	One (1) year base period with four (4) one-year option periods.
MBE Goal:	20 % for Contract Year 1 and 10% for Optional Years
VSBE Goal:	0%
Small Business Reserve (SBR):	No
Primary Place of Performance:	Maryland State Treasurer (STO) State Treasurer's Office Louis L Goldstein Bldg. 80 Calvert Street Annapolis, MD 21401

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SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 TORFP SUBJECT TO CATS+ MASTER CONTRACT

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

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

1.2 ROLES AND RESPONSIBILITIES

Personnel roles and responsibilities under the TO:

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

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

- C. **TO Contractor** – The TO Contractor is the CATS+ Master Contractor awarded this TO. The TO Contractor shall provide human resources as necessary to perform the services described in this TORFP Scope of Work.
- D. **TO Contractor Manager** – The TO Contractor Manager will serve as primary point of contact with the TO Manager to regularly discuss progress of tasks, upcoming tasking, historical performance, and resolution of any issues that may arise pertaining to the TO Contractor Personnel. The TO Contractor Manager will serve as liaison between the TO Manager and the senior TO Contractor management.
- E. **TO Contractor Personnel** – Any official, employee, agent, Subcontractor, or Subcontractor agents of the TO Contractor who is involved with the TO over the course of the TO period of performance.

1.3 TO AGREEMENT

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

1.4 TO PROPOSAL SUBMISSIONS

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

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

1.5 ORAL PRESENTATIONS/INTERVIEWS

All Offerors and proposed TO Contractor Personnel may be required to make an oral presentation to State representatives. Significant representations made by a Master Contractor during the oral presentation shall be submitted in writing. All such representations will become part of the Master Contractor's proposal and are binding if the TORFP is awarded to the Master Contractor. The TO Procurement Officer will notify Master Contractor of the time and place of the oral presentations and interview. 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 described in Section 5.3.

1.6 QUESTIONS

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

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

1.7 TO PRE-PROPOSAL CONFERENCE

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

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

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

In order to assure adequate seating and other accommodations at the pre-proposal conference, please e-mail the TO Procurement Officer indicating your planned attendance no later than three

(3) business days prior to the pre-proposal conference. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, please contact the TO Procurement Officer no later than five (5) business days prior to the pre-proposal conference. The TO Requesting Agency will make reasonable efforts to provide such special accommodation.

1.8 CONFLICT OF INTEREST

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

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

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

1.9 LIMITATION OF LIABILITY

The TO Contractor's liability is limited in accordance with Section 27 of the CATS+ Master Contract. TO Contractor's liability under Section 27(c) of the CATS+ Master Contract for this TORFP is limited to one and one-half (1 ½) times the total TO Agreement amount.

1.10 CHANGE ORDERS

If the TO Contractor is required to perform work beyond the scope of Section 3 of this TORFP, or there is a work reduction due to unforeseen scope changes, a TO Change Order is required. The TO Contractor and TO Manager shall negotiate a mutually acceptable price modification based on the TO Contractor's proposed rates in the Master Contract and scope of the work change using STO's IT Project Scope Request Change form.

1.11 TRAVEL REIMBURSEMENT

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

1.12 MINORITY BUSINESS ENTERPRISE (MBE)

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

A minimum overall MBE subcontractor participation goal of 20% has been established for year one of the TORFP and a 10% MBE goal has been established for the renewal option periods pursuant to this TORFP. The State shall assess the potential for an MBE subcontractor participation goal for each Work Order issued and shall set a goal, if appropriate.

A Master Contractor that responds to this TORFP shall complete, sign, and submit all required MBE documentation at the time of TO Proposal submission (See Attachment 2 Minority Business Enterprise Forms and Section 4 TO Proposal Format and Submission Requirements). **Failure of the Master Contractor to complete, sign, and submit all required MBE documentation at the time of TO Proposal submission will result in the State's rejection of the Master Contractor's TO Proposal.**

In 2014, Maryland adopted new regulations as part of its Minority Business Enterprise (MBE) program concerning MBE primes. Those new regulations, which became effective June 9, 2014 and are being applied to this TO, 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 sub-goals, if any, established for the contract. Please see the attached MBE forms and instructions.

1.12.1 MBE PARTICIPATION REPORTS

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

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

1.13 NON-DISCLOSURE AGREEMENT

1.13.1 NON-DISCLOSURE AGREEMENT (OFFEROR)

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

1.13.2 NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

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

1.14 LIVING WAGE

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

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

1.15 IRANIAN NON-INVESTMENT

All TO Proposals shall be accompanied by a completed Certification Regarding Investments in Iran, Attachment 14 of this TORFP.

1.16 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

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

Attachment 11 is a sample of the TO Contractor Self-Reporting Checklist. DoIT may send initial checklists out to applicable/selected TO Contractors approximately three months after the award date for a TO. The TO Contractor shall complete and return the checklist as instructed on the form. Subsequently, at six month intervals from the due date on the initial checklist, the TO Contractor shall update and resend the checklist to DoIT.

1.17 MERCURY AND PRODUCTS THAT CONTAIN MERCURY

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

1.18 PURCHASING AND RECYCLING ELECTRONIC PRODUCTS

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

1.19 DEFINITIONS

Agile	A methodology that relies on iterative development where requirements and solutions evolve through collaboration between cross-functional teams. Agile methods generally promote a disciplined project management process with frequent inspection and adaptation.
Acceptable Use Policy (AUP)	A written policy documenting constraints and practices that a user must agree to in order to access a private network or the Internet.
Access	An ability or means to read, write, modify, or communicate data/information or otherwise use any information system resource.

Azure Foundation and Application Framework	Set of computer server and software architecture standards and software that Microsoft uses to develop and deliver cloud application services.
Business Day	Monday through Friday (excluding State holidays).
Data Breach	The unauthorized acquisition, use, modification or disclosure of Sensitive Data.
Handle	(As relates to data) Collect, store, transmit, have access to data.
Information System	A discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.
Information Technology (IT)	All electronic information-processing hardware and software, including: (a) maintenance; (b) telecommunications; and (c) associated consulting services.
Local Time	Time in the Eastern Time zone as observed by the State of Maryland. Unless otherwise specified, all stated times shall be Local Time, even if not expressly designated as such.
Maryland State Treasurer's Office (STO)	The unit of the Executive Branch of Maryland State government issuing the TORFP.
Microsoft Dynamics 365 Enterprise Edition	Cloud financial and customer management application services offered by Microsoft based on Azure cloud servers and application framework.
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.
Notice to Proceed (NTP)	A written notice from the TO Procurement Officer that work on the Task Order, project or Work Order shall begin on a specified date. Additional NTPs may be issued by either the TO Procurement Officer or the TO Manager regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.
NTP Date	The date specified in an NTP for work on the Task Order, project or Work Order to begin.

Offeror	A Master Contractor that submits a proposal in response to this TORFP.
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's 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.
Security Incident	A violation or imminent threat of violation of computer security policies, Security Measures, acceptable use policies, or standard security practices. "Imminent threat of violation" is a situation in which the organization has a factual basis for believing that a specific incident is about to occur.
Security or Security Measures	The technology, policy and procedures that a) protect and b) control access to networks, systems, and data.
Sensitive Data	Means PII; PHI; 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; or 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., State Gov't § 10-1301(c).
SDLC	System Development Life Cycle.
Staffing Management Plan	The Staffing Management Plan details how Human Services requirements will be fulfilled.
State	The State of Maryland.

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

SECTION 2 - COMPANY AND PERSONNEL QUALIFICATIONS

2.1 MINIMUM QUALIFICATIONS

2.1.1 OFFEROR'S COMPANY MINIMUM QUALIFICATIONS

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

2.1.2. Master Contractor and/or subcontractor shall demonstrate the ability to meet the following minimum requirements:

1. At least two (2) previous Dynamics Financials AX R2/R3 implementations within the past three (3) years;
2. At least one (1) previous Dynamics CRM application implementation within the past three (3) years;
3. At least one (1) previous Dynamics 365 Enterprise application implementation done in the Azure Cloud that included application overlays or extension customizations within the past two (2) years;
4. At least two (2) previous custom development engagements providing customers, within the last three (3) years, with .NET and .ASP development services building standalone applications in the Azure Cloud with a team of at least five using Microsoft's security and application development frameworks for Azure, C#, ++X, SQL, SQL Server, Power Apps, Data Quality, Integration services, Reporting services, Visual Studio 2015/2017, an application security code validation tool such as Veracode, and a testing tool such as TFS Test Manager; and
5. At least two (2) years of demonstrated experience providing operations and maintenance support, within the last three (3) years, with a team of three (3) or more consisting of one or more of the following roles: (a) one (1) or more .NET/.ASP programmers, (b) SQL server data base administrator, (c) Dynamics application administrator, (d) SharePoint administrator, or (e) TFS application administrator.

2.1.3. OFFEROR'S PERSONNEL MINIMUM QUALIFICATIONS

The Personnel proposed under this TORFP must meet all minimum qualifications for the labor category (LCAT) proposed, as identified in the CATS + Master Contract Section 2.10 at:

<http://doit.maryland.gov/contracts/Documents/CATSPPlus2016/060B2490023-2016CATSPPlus2016RFP.pdf>.

Resumes shall clearly outline starting dates and ending dates for each applicable experience or skill. This TORFP is seeking technical personnel to fill the following roles:

- A. Analyst, Computer Software/Integration (Senior) – CATS+ Labor Category #5 (3 positions)
- B. Applications Development Expert – CATS+ Labor Category #11 (2 positions)
- C. Applications Programmer - CATS+ Labor Category #10 (3 positions)

- D. Database Management Specialist (Senior) - CATS+ Labor Category #22 (1 position)
- E. Technical Writer/Editor - CATS+ Labor Category #56 (1 position)

Master Contractors may only propose **one (1) Personnel** in response to this TORFP for each position, a total of 10 resources. Offerors must propose a candidate for all ten positions in order to be deemed responsive to this TORFP.

2.2 TO CONTRACTOR AND PERSONNEL PREFERRED QUALIFICATIONS

2.2.1 TO Contractor

An Offeror may be evaluated higher for the Company Capability (Section 5.2) evaluation factor, if it meets or exceeds the preferred qualifications, listed below.

1. Master Contractor has at least 50 full-time deployed staff on projects at the time of responding to this TORFP.
2. Master Contractor has been providing IT resources for at least ten (10) years.
3. Master Contractor is a recognized Microsoft Dynamics implementation partner or is partnered with a subcontracting firm that is a recognized Microsoft Dynamics implementation partner.
4. Master Contractor is currently engaged in a Dynamics 365 Azure implementation project.

2.2.2 TO Personnel

The following staff/role qualifications are preferred and will be evaluated as part of the technical proposal:

Personnel Per CATS+ Labor Category	Preferred Experience Levels
<p>2.10.3 Analyst, Computer Software/Integration (Senior)</p>	<p>For all three (3) positions:</p> <ul style="list-style-type: none"> • Master’s degree • Current experience with Microsoft Dynamics Enterprise 365 operations and finance, and/or customer management applications (CRM) • At least two (2) years’ experience defining business solutions and setting up operations parameters and workflows in Microsoft Dynamics R3 or Enterprise 365 for those business solutions • At least two (2) years’ experience setting up custom reports in Microsoft Dynamics R3 or Enterprise 365 • At least two (2) years’ experience setting up security roles in Microsoft Dynamics R3 or Enterprise 365 • At least two (2) years’ experience setting up

Personnel Per CATS+ Labor Category	Preferred Experience Levels
	<p>custom overlays or extensions in Microsoft Dynamics R3 or Enterprise 365</p> <ul style="list-style-type: none"> • At least one (1) years’ experience working with Microsoft Power BI/App • At least one (1) years’ experience with Microsoft Life Cycles Services • At least one (1) years’ experience managing and monitoring Dynamics applications <p>Position 1:</p> <ul style="list-style-type: none"> • At least two (2) years’ experience setting up Dynamics GL, cash and banking, budgeting, employee expense, and security role modules • At least two (2) years’ experience with banking and financial applications, business processes, and file transfers with ACH standard <p>Position 2:</p> <ul style="list-style-type: none"> • At least two (2) years’ experience setting up Dynamics AR, AP, Purchasing, invoice and check printing, and HR modules • At least two (2) years’ experience with banking and financial applications and file transfers with ACH standard <p>Position 3:</p> <ul style="list-style-type: none"> • At least two (2) years’ experience setting up Microsoft Dynamics R3 or Enterprise 365 CRM and customer management applications including customer service, field service, projects service, and portal • At least two (2) years’ experience with insurance and claims business processes
<p>2.10.12 Applications Development Expert</p>	<p>For two (2) positons:</p> <ul style="list-style-type: none"> • At least five (5) years’ experience doing development with Visual Studio, C#, X++, XML, SQL, and TFS • At least one (1) years’ experience developing .NET and .ASP applications in Microsoft Azure cloud • At least one (1) years’ experience with Microsoft Dynamics Enterprise 365 AX R2/R3 financial or CRM applications • Master’s degree in computer science; • At least two (2) years’ experience using a code security assessment tool like Veracode

Personnel Per CATS+ Labor Category	Preferred Experience Levels
	<ul style="list-style-type: none"> • Current experience with SQL Server 2016 and data encryption at rest • Current experience with .NET and .ASP framework 4.5 or greater • At least one (1) years’ experience with master file transfer tools such as Connect Direct • At least two (2) years’ experience with banking ACH/EDI transaction importing, exporting, or developing insurance and claims applications and integration with financial systems for Dynamics, or with financial transaction formatting, importing, exporting for Microsoft Dynamics R3 or Enterprise 365 • At least three (3) years of experience as a store procedure programmer on large-scale DBMS, knowledge of computer equipment, and ability to develop complex software to satisfy design objectives • At least one (1) years’ experience with setting up and developing custom overlays or extensions for Microsoft Dynamics R3 or Enterprise 365 • At least one (1) years’ experience developing reports as needed using SQL Server reporting services and Microsoft Power BI tools • At least one (1) years’ experience converting legacy data from flat files and into an ERP system using Microsoft Integration Services, Microsoft Data Quality Services, and Microsoft Access • At least two (2) years’ experience developing ETL programs using Microsoft Integration services, Visual Studio. C#/C, SQL, and MS SQL Server
<p>2.10.13 Applications Programmer</p>	<p>For three (3) positions:</p> <ul style="list-style-type: none"> • Master’s degree in computer science • At least four (4) years’ experience developing custom modules using .NET or .ASP with Visual Studio, C#, SQL, MS SQL Server, and TFS • At least two (2) years’ experience with Microsoft Dynamics AX R2/R3 financials or CRM • A least two (2) years’ experience using a code

Personnel Per CATS+ Labor Category	Preferred Experience Levels
	<p>security assessment tool like Veracode</p> <ul style="list-style-type: none"> • At least four (4) years’ experience developing ETL programs using Microsoft Integration services, Visual Studio. C#/C, SQL, and MS SQL Server • At least At least four (4) years’ experience converting legacy data from flat files and into an ERP system using Microsoft Integration Services, Microsoft Data Quality Services, and Microsoft Access • At least two (2) years’ experience with developing ETL app banking ACH/EDI transaction importing, exporting services • Current experience with SQL Server 2016 and data encryption at rest • At least one (1) years’ experience with MFT tools such as Connect Direct • At least one (1) year of experience as a store procedure programmer on large-scale DBMS, knowledge of computer equipment, and ability to develop complex software to satisfy design objectives • At least one (1) year experience developing reports as needed using SQL Server reporting and Microsoft PowerAPP tools <p>One (1) of the three (3) positions will be to maintain, operate, and program an AS/400/S36 system, with the preferred skills including:</p> <ul style="list-style-type: none"> • At least five (5) years development experience in programming and maintaining RPG code and data structures using programs using RPGII, OCL, CL, RPGIII, RPGIV, RPGILE with the skills to perform the following: <ul style="list-style-type: none"> ○ Update database tables; Analyze program logic and database structures to create business specifications Display and understand your library list; Create a physical file with and without key fields; Use DDS to create a database physical file; Create two different logical files over a physical file; Add a field to a physical file that has logical files attached to it. Use the Display Database

Personnel Per CATS+ Labor Category	Preferred Experience Levels
	<p>Relations (DSPDBR) command to see and understand which logical files depend on which physical files</p> <ul style="list-style-type: none"> ○ Add and change user profiles. ○ Work with packed decimal fields and zoned (signed) decimal fields ○ Work with parameters which are passed to and from RPG programs, and write a print program to list a file. Write a simple report with headings and totals ○ Write an RPG program to allow the user to enter a selection para-meter for the print program; Use the Submit Job (SBMJOB) command to run the job as a batch program. Write an RPG program to read values from a data area and display and change them ○ Use the Convert RPG Source (CVTRPGSRC) command to convert a program from RPG III to RPG IV. CVTRPGSRC is used to convert legacy RPG III programs into state- of-the-art RPG IV programs. ○ Write an Add/Change/Delete/Inquire maintenance program ○ Understand how parameters are passed to and from CL programs; Use CL to display the selection screen; Change the print program to list the file in a different sequence by using Open Query File (OPNQRYP) ○ Understand the use of the Monitor Message (MONMSG) command in CL programs ○ Use selection 25 in PDM to search through source code ○ Use DFU to change data in a database ○ Write a Query/400 program to display a file. Query/400 is an extremely powerful tool that is simple to learn.; Write a Query/400 program to print a file
<p>2.10.39 Database Management Specialist (Senior)</p>	<p>For one (1) position:</p> <ul style="list-style-type: none"> • At least five (5) years’ experience with installing, managing, patching, and monitoring SQL Server databases

Personnel Per CATS+ Labor Category	Preferred Experience Levels
	<ul style="list-style-type: none"> • At least five (5) years’ experience troubleshooting and resolving database integrity issues, performance issues, blocking and deadlocking issues, replication issues, log shipping issues, connectivity issues, and security issues • At least one (1) years’ experience with Microsoft Azure cloud • At least one (1) years’ experience with Microsoft Dynamics Enterprise 365 or R2/R3 Operations and Financials • At least one (1) years’ experience with Microsoft Dynamics R2/R3 or Enterprise 365 CRM • At least one (1) years’ experience working with PII and encrypting data at the database level • At least one (1) years’ experience Setup up Microsoft Dynamics Enterprise 365 Portal • At least one (1) years’ experience monitoring Microsoft Dynamics Enterprise 365 applications, storage, and performance in the Azure environment • At least one (1) years’ experience administration and monitoring of a SQL-Server 2016 in an Azure environment • At least one (1) years’ experience administration of SharePoint in the Azure environment • At least one (1) years’ experience administration of TFS in the Azure environment • At least one (1) years’ experience supporting data conversion using Microsoft Integration Services
<p>2.10.114 Technical Writer/Editor</p>	<ul style="list-style-type: none"> • For one (1) position: • Undergraduate degree in writing • Certificate in technical writing • Certificate of training for performing SharePoint 2013 or greater administration • At least two (2) years’ experience in preparing and editing documents, including user instructions • At least two (2) years’ experience with various government and professional writing standards

Personnel Per CATS+ Labor Category	Preferred Experience Levels
	<p>such as CSM, APA, MLA, etc.</p> <ul style="list-style-type: none"> • At least two (2) years of experience using MS Word to edit and prepare manuscripts • At least two (2) years of experience preparing documents with Adobe PDF, Adobe In-design, and Adobe Photoshop • At least one (1) years' experience using multi-media video tools such as Ulead, Final Cut Pro, or Captivate • At least one (1) years' experience coordinating user online conference events • At least one (1) years' experience with social media to communicate with customers • Experience with developing and running user surveys

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SECTION 3 - SCOPE OF WORK

3.1 PURPOSE

The Maryland State Treasurer's Office (the "Office" or "STO") is issuing this CATS+ TORFP to acquire the services for the implementation and support of Microsoft Dynamics 365 Operations and Finance.

STO has purchased Microsoft's new Enterprise Operations and Finance Dynamics 365 system (Enterprise 365), which will be implemented over the next twelve months. The new Microsoft Dynamics Enterprise 365 system will allow for expanded services to constituents through greater utilization of web-based functionality, automated processes, workflow, automated balance and transaction reconciliations, and improved reporting. The Enterprise 365 is the next generation of Microsoft's Dynamic platform and has been substantially re-engineered and is cloud-based. This project will implement the following ERP modules:

1. General Ledger
2. Account Payable
3. Purchasing
4. Account Receivable
5. Cash and Banking
6. Employee Expense
7. Projects
8. HR
9. Security Roles
10. Interfaces
11. Insurance
12. Claims
13. Interest allocation
14. Interface to Rstars for financial transaction batch transfers
15. Interfaces to several banks for financial transaction batch transfers
16. Interfaces to several data centers for files transfer

Customization of Enterprise 365 will be done using Visual Studio and Visual Studio Team Services. SQL Server Integration, Reporting, and Data Quality services will support the application. Microsoft Power BI will provide additional business intelligence reporting.

The Personnel from this TORFP will be working with the existing STO IT State team, which will provide network, Help Desk, business analysis, application management, and security

support for the Enterprise 365 system that is not covered by Microsoft's Azure Managed services.

As part of the evaluation of the proposal for this TO, Master Contractors shall propose **one (1) Personnel** for each position listed below and shall describe in a Staffing Plan how special on-demand resources shall be acquired to meet the needs of the TO Requesting Agency.

- A. Analyst, Computer Software/Integration (Senior) – CATS+ Labor Category #5 (3 positions) to perform Dynamics 365 setups
- B. Applications Development Expert – CATS+ Labor Category #11 (2 positions) to perform .NET and .ASP custom development.
- C. Applications Programmer - CATS+ Labor Category #10 (3 positions) to perform development of ETL and custom batch programs using .NET and Microsoft tools, and (1 position) maintain an AS/400.
- D. Database Management Specialist (Senior) - CATS+ Labor Category #22 (1 position) to perform administration support of Microsoft Lifecycle, SharePoint, TFS, and Dynamics 365 software in an Azure Cloud environment.
- E. Technical Writer/Editor - CATS+ Labor Category #56 (1 position) to prepare user documentation, project documentation, manage content on the team SharePoint system, and be a communications liaison between the development team and the stakeholders.

STO expects the proposed Personnel to be available as of the start date specified in the Notice To Proceed (NTP).

This TORFP seeks to staff all ten (10) positions for a twelve (12) month period to support the Dynamics implementation, and then staff the equivalent of three (3) positions to support post-implementation development and application administration, including but not limited to, operations and management activities for remainder of the contract. Note: The ongoing operations and management may consist of three full-time positions or a combination of part-time staffing that is equivalent to three full-time positions, based on project needs.

In addition to the 10 Personnel listed in Section 2 herein, the TO Contractor will be required to propose additional personnel following the CATS+ Labor Categories below in response to a Work Order request:

- Auditor, IT (Senior) CATS+ Labor Category #69
- Engineer, Network (Senior) CATS+ Labor Category #81
- Engineer, Network Security (Senior) CATS+ Labor Category #86
- Risk Assessment Consultant (Senior) CATS+ Labor Category #71

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

3.2 REQUESTING AGENCY BACKGROUND

STO is tasked with carrying out several constitutional and statutory responsibilities on behalf of the State, including:

- Safeguarding and investment of excess cash balances;
- Timely reconciliation of State funds;
- Issuance of statewide debt to finance capital projects;
- Management of Receipt and Disbursement of State money;
- Procurement of all banking and financial services, insurance and insurance services; and
- Statewide insurance management to provide risk assessment and mitigation through loss protection, loss control and loss restoration for claims involving damage to State property and the Maryland Tort Claims Act.

STO is centrally located in Annapolis in one building, although on two different floors, and employs approximately 60 employees among six divisions and the executive offices.

STO is currently operating the State Financial and Insurance Claims Management systems on IBM AS/400 technology that will no longer be supported beyond 2018. IBM has designated an end-of-service date of December 31, 2018 for our current midrange AS400/i5 platform. In addition, our current technology does not support the increasing needs of the State's citizens for web-based self-service and data processing services.

The current i5 system is used as the State's main check register and is also used to generate checks printed in-house that are warranted from the General Accounting Division in the Comptroller's Office. The system is used to reconcile these checks against the State's bank account statements and monitors reissues, cancellations, recoveries and so forth. Included in the State's check register of outstanding checks are checks in the State's undeliverable and unrepresented funds. The STO is tasked with reissuing these checks upon request, and would like to link this functionality to our website to streamline the process and offer greater flexibility to constituents in researching and requesting reissues, ensuring the highest level of security during the process.

The Insurance Division's Claims Unit investigates and resolves liability claims filed under the Maryland Tort Claims Act, MD State Gov't Code Ann. §§12-101 *et seq.* The Claims Unit also handles any claims for damage to State-owned property arising from sudden and accidental perils such as collision and comprehensive losses to autos, and a number of other perils such as fire, hail, lightning, and wind which may cause damage to State structures, equipment, and contents. The current i5 system is used to administer the claims management process for all claims handled through our office. The Office processes approximately 5,000 new claims per year, and would like to offer constituents and agencies the ability to file Notice of Claims electronically through our website with implementation of a new system.

Claims settlements and subrogation deposits related to claims processing, and check reissues and recoveries initiated in the banking department all flow through to the Office's accounting department for ultimate disbursement, deposit and/or recordation in the State's accounting system (Rstars). These transactions are keyed into the i5 and then uploaded into Rstars through

the interface process. In addition, the accounting department is responsible for processing agency specific invoices and journal entries, as well as recovery and payment of statewide agency SITF/IWIF premiums and lease payments. The new system must interface with the State's accounting software.

3.3 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES

The TO Contractor shall comply and remain abreast of all applicable laws, regulations, policies, standards, and guidelines affecting information technology, technology projects, security and technology project execution which may be created or changed periodically.

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

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

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

3.4 REQUIREMENTS

3.4.1 TRANSITION-IN REQUIREMENTS

All contractors will have two weeks of onboarding to familiarize themselves with the environment and tools. At this time, they will be assessed for their skills and either retained or replaced during this probationary period, and be required to read and adhere to the State of Maryland Security Policy and any Internal STO Security Policies.

3.4.2 TRANSITION-OUT REQUIREMENTS

Assigned personnel will be required to go through a STO IT project check out process to turn in their equipment, transition any work in progress to other staff, and review all documentation for software products they have worked on with the project manager or lead developer. This off-boarding process will be reviewed and sign-off on by the STO project manager.

3.4.3 TO CONTRACTOR PERSONNEL DUTIES AND RESPONSIBILITIES

Resources will deal with issues pertaining to: distributed n-tier architecture migration; quality assurance, design, review and testing practices, models and procedures; remote access and authentication methodologies for the distributed client base; audit and review processes for security access and account control; web infrastructure allowing for intranet and internet eGovernment development and project support; training curriculum and methodologies for providing training to the workforce; voice, video and radio integration; project management strategies; and intelligence information management strategies, practices and procedures.

The resources assigned to these projects will support mission-critical systems, and may need to be available on-call fourteen hours a day, seven days a week.

The duties listed may be for a fixed or not-to-exceed number of hours per day / week / month under the TO.

The main responsibilities for each of the Contractor's Personnel roles are as follows:

3.4.3.1 Analyst, Computer Software/Integration (Senior) – CATS+ Labor Category #5

- A. Collect requirements, analyze businesses processes, and execute process workshops;
- B. Assist client with identifying business logic to be implemented in the ERP modules;
- C. Assist client in defining new workflows and work processes for implementation in the ERP system;
- D. Configure ERP application modules;
- E. Configure and modify ERP reports to meet client needs;
- F. Train end users in specific modules of ERP application;
- G. Interact with developers during implementation to clarify custom and interface design and setup issues;
- H. Prepare necessary project documentations associated with implementation like manuals, customer query data, issue logs and their resolution;
- I. Lead process reviews and application configuration discussions with clients;
- J. Prepare test cases;
- K. Assist client in conference room pilots;
- L. Assis client in go-live readiness assessment;
- M. Other duties as assigned by the TO Manager with the role.

3.4.3.2 Applications Development Expert – CATS+ Labor Category #11

- A. Identify and define the application architectures, code standards, version processes, and code build and release procedures.
- B. Identify and define software requirements;
- C. Define data structures;
- D. Define application solutions appropriate to customer' systems requirements;
- E. Code, document, and test programs;
- F. Verify security of code developed;
- G. Build and deploy programs;
- H. Design and build prototypes and designs;
- I. Perform system security tests;
- J. Integrate with 3rd party applications;

- K. Perform coding reviews, and mentor junior developers;
- L. Help tune and monitor performance of all dev, test, and prod platforms and programs;
- M. Troubleshoot and repair software application problems;
- N. Maintain software development tools the team uses;
- O. Other duties as assigned by the TO Manager within the role.

3.4.3.3 Applications Programmer - CATS+ Labor Category #10

- A. Implement application architectures, code standards, version processes, and code build and release procedures.
- B. Identify and define software requirements;
- C. Help implement data structures;
- D. Define application solutions appropriate to customer' systems requirements;
- E. Code, document, and test programs;
- F. Verify security of code developed;
- G. Build and deploy programs;
- H. Design and build prototypes and designs;
- I. Perform system security tests;
- J. Integrate with 3rd party applications;
- K. Help tune and monitor performance of all dev, test, and prod platforms and programs;
- L. Troubleshoot and repair software application problems;
- M. Maintain software development tools the team uses;
- N. Provide operations support as requested.
- O. Other duties as assigned by the TO Manager within the role.

3.4.3.4 Database Management Specialist (Senior) - CATS+ Labor Category #22

- A. Install Azure SQL Server database;
- B. Create and modify the database;
- C. Back Up and restoring the database;
- D. Enroll system users;
- E. Implement the database custom structures in Azure environment;
- F. Monitor API performance;
- G. Tune Database Performance;
- H. Download and install patches;
- I. Maintaining archived data;

- J. Generating various reports by querying from database as per need;
- K. Monitoring all Azure Dynamics databases;
- L. Monitor the database at the DR site;
- M. Release build and implementation of custom code;
- N. Store procedure testing;
- O. Implement/modify new data structures;
- P. Run data quality routines;
- Q. Provide administrator support for Azure Dynamics, SharePoint, and TFS;
- R. Provide administrator support for file transfers using Connect Direct;
- S. Contacting database vendor for technical support;
- T. Other duties as assigned by the TO Manager within the role.

3.4.3.5 Technical Writer/Editor - CATS+ Labor Category #56

- A. Prepare project management documentation required by the EPMO;
- B. Prepare business process documentation;
- C. Prepare use instructional documentation;
- D. Prepare and manage content on team's SharePoint site
- E. Prepare process diagrams and illustrations as requested;
- F. Hold educational and training webinars for users;
- G. Prepare multi-media video-based system help documentation;
- H. Prepare and execute user online surveys; and
- I. Other duties as assigned by the TO Manager.

3.4.4 SERVICE LEVEL AGREEMENT (SLA)

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

3.4.5 BACKUP / DISASTER RECOVERY

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

3.4.6 REQUIREMENTS FOR HARDWARE, SOFTWARE, AND MATERIALS

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

3.4.7 REPORTS

TO Contract Personnel shall submit weekly status work report, and timesheets sheets using the STO project forms.

3.5 PERFORMANCE AND PERSONNEL

3.5.1 WORK HOURS

- A. Business Hours Support: The TO Contractor's collective assigned personnel shall support core business hours (7:00 AM to 5:30 PM), Monday through Friday except for State holidays, Service Reduction days, and Furlough days observed by STO. TO Contractor Personnel may also be required to provide occasional support outside of core business hours, including evenings, overnight, and weekends, to support specific efforts and emergencies to resolve system repair or restoration.
- B. Non-Business Hours Support: After hours support may be necessary to respond to IT Security emergency situations. Additionally, services may also involve some evening and/or weekend hours performing planned activities in addition to core business hours. Hours performing system upgrades would be billed on actual time worked at the rates proposed.
- C. State-Mandated Service Reduction Days: TO Contractor Personnel shall be required to participate in the State-mandated Service Reduction Days as well as State Furlough Days, if any. In this event, the TO Contractor will be notified in writing by the TO Manager of these details.
- D. Minimum and Maximum Hours: Full-time TO Contractor Personnel shall be expected to work a minimum of 40 hours per week with starting and ending times as approved by the TO Manager. A flexible work schedule may be used with TO Manager approval, including time to support any efforts outside core business hours. TO Contractor Personnel may also be requested to restrict the number of hours TO Contractor Personnel can work within a given period of time that may result in less than an eight hour day or less than a 40 hour work week.
- E. Vacation Hours: Requests for leave shall be submitted to the TO Manager at least two weeks in advance. The TO Manager reserves the right to request a temporary replacement if leave extends longer than one consecutive week. In cases where there is insufficient coverage, a leave request may be denied.

3.5.2 DIRECTED PERSONNEL REPLACEMENT

- A. The TO Manager may direct the TO Contractor to replace any TO Contractor Personnel who, in the sole discretion of the TO Manager, are perceived as being unqualified, non-productive, unable to fully perform the job duties, disruptive, or known, or reasonably believed, to have committed a major infraction(s) of law or Department or Agency, Contract, or Task Order requirement. The TO Manager reserves the right to direct immediate personnel replacement without utilizing the remediation procedure described above.
- 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 one (1) day 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 two (2) 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.
- 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. 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.

3.5.3 SUBSTITUTION OF PERSONNEL

3.5.3.1 PRIOR TO AND 30 DAYS AFTER TASK ORDER EXECUTION

Prior to Task Order Execution or within thirty (30) days after Task Order Execution, the Offeror may substitute proposed personnel only under the following circumstances: vacancy occurs due to the sudden termination, resignation, or approved leave of absence. To qualify for such substitution, the Offeror must describe to the State's satisfaction the event necessitating substitution. 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.

3.5.3.2 SUBSTITUTION POST 30 DAYS AFTER TASK ORDER EXECUTION

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

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

3.5.4 PREMISES AND OPERATIONAL SECURITY

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

3.5.5 LOCATION OF SERVICES

All work will be performed at the Maryland State Treasurer's Office located in the Louis L. Goldstein Treasury Building at 80 Calvert Street, Annapolis Maryland 21401.

Parking at no charge is located at the Naval Academy Stadium with shuttle service to the STO or at-cost parking in area garages. Limited remote work may be done with Project Manager approval.

3.5.6 WORK SPACE, WORKSTATIONS, NETWORK CONNECTIVITY AND SOFTWARE

The STO will provide all necessary office space, network connectivity and required workstation hardware/software necessary to complete the requirements of this Task Order.

3.6 DELIVERABLES

The STO will identify deliverables that must be produced by TO Contractor Personnel during the course of performing work under this TO Agreement.

3.6.1 DELIVERABLE SUBMISSION

For every deliverable, the STO project manager will confirm receipt of that deliverable from Personnel through the project's deliverables log.

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

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

For any written deliverable, the STO Project Manager may request a draft version of the deliverable, to comply with the minimum deliverable quality criteria listed in Section 3.6.3. Drafts of each final deliverable, except status reports, are required at least two days in advance of when the final deliverables are due (with the exception of deliverables due at the beginning of the project where this lead time is not possible, or where draft delivery date is explicitly specified). Draft versions of a deliverable shall comply with the minimum deliverable quality criteria listed in Section 3.6.3.

3.6.2 DELIVERABLE ACCEPTANCE

A final deliverable shall satisfy the scope and requirements of this TORFP for that deliverable, including the quality and acceptance criteria for a final deliverable as defined in Section 3.6.4 Deliverable Descriptions/Acceptance Criteria.

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

The STO Project Manager will issue, via email, a notice of acceptance or rejection of the deliverable with document markup to guide improvement if necessary.

At the Project Manager's discretion, subsequent project tasks may not continue until deliverable deficiencies are rectified and accepted.

3.6.3 MINIMUM DELIVERABLE QUALITY

Each deliverable shall meet the following minimum acceptance criteria:

- A. Be presented in a format appropriate for the subject matter and depth of discussion.
- B. Be organized in a manner that presents a logical flow of the deliverable's content.
- C. Represent factual information reasonably expected to have been known at the time of submittal.
- D. In each section of the deliverable, include only information relevant to that section of the deliverable.
- E. Contain content and presentation consistent with industry best practices in terms of deliverable completeness, clarity, and quality.

- F. Meets the acceptance criteria applicable to that deliverable, including any State policies, functional or non-functional requirements, or industry standards.
- G. Contains no structural errors such as poor grammar, misspellings or incorrect punctuation.

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

3.6.4 DELIVERABLE DESCRIPTIONS / ACCEPTANCE CRITERIA

The STO Project Manager may suggest other subtasks, artifacts, or deliverables to improve the quality and success of the assigned tasks. Deliverables, timeline for completion, and acceptance criteria will be defined by the project manager for Personnel at the time work tasks are assigned and comply with Agile/PMBOK, and LCS methodology being used by the project team.

3.7 WORK ORDER PROCESS

Additional services and resources will be provided via a Work Order process. A Work Order may be issued for either fixed price or time and materials (T&M) pricing or both. T&M Work Orders will be issued in accordance with pre-approved Labor Categories with the fully loaded rates proposed in Attachment 1 Price Sheet.

1. The TO Manager shall e-mail a Work Order Request (See Attachment 15) to the TO Contractor to provide services or resources that are within the scope of this TORFP. The Work Order Request will include:
 - a) Technical requirements and description of the service or resources needed;
 - b) Performance objectives and/or deliverables, as applicable;
 - c) Due date and time for submitting a response to the request; and
 - d) Required place(s) where work must be performed.
2. The TO Contractor shall e-mail a response to the TO Manager within the specified time and include at a minimum:
 - a) A response that details the TO Contractor's understanding of the work;
 - b) A price to complete the Work Order Request using the format provided in Attachment 15;
 - c) A description of proposed resources required to perform the requested tasks, with CATS+ labor categories listed in accordance with Attachment 1;
 - d) An explanation of how tasks shall be completed. This description shall include proposed subcontractors and related tasks;
 - e) State-furnished information, work site, and/or access to equipment, facilities, or personnel; and
 - f) The proposed personnel resources, including any subcontractor personnel, to complete the task.

3. 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.
4. The TO Manager may contact the TO Contractor to obtain additional information, clarification or revision to the Work Order, and will provide the Work Order to the TO Procurement Officer for a determination of compliance with the TO and a determination whether a change order is appropriate. Written approval from the TO Procurement Officer is required before the Work Order is executed by the State.
5. Proposed personnel on any type of Work Order shall be approved by the TO Manager. The TO Contractor shall furnish resumes of proposed personnel specifying the labor category from the CATS+ Labor Categories proposed in the TO Proposal. The TO Manager shall have the option to interview the proposed personnel and, in the event of an interview or not, shall notify the TO Contractor of acceptance or denial of the personnel.
6. Performance of services under a Work Order shall commence consistent with an NTP issued by the TO Manager for such Work Order.

3.8 INVOICING

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

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

3.8.1 INVOICE SUBMISSION PROCEDURE

- A. Proper invoices for payment shall contain the TO Contractor's Federal Tax Identification Number, "State Treasurer's Office" as the recipient, date of invoice, TO Agreement number, invoiced item description, invoiced item number (e.g., "2.7.4.1."), period of performance covered by the invoice, a total invoice amount, and a TO Contractor point of contact with telephone number.
- B. All invoices submitted for payment shall be accompanied by contractor timesheet and worklog. Payment of invoices will be withheld if the appropriate signed acceptance form documentation is not submitted. The work log will be 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.
- C. The TO Contractor shall e-mail the original of each invoice and signed notice(s) of acceptance to the TO Requesting Agency at e-mail address: STOaccountspayable@treasurer.state.md.us, with a copy to the TO Manager.
- D. Invoices for final payment shall be clearly marked as "FINAL" and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

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

- A. The amount invoiced is inconsistent with the Task Order Agreement.
- B. The proper invoice has not been received by the party or office specified in the Task Order Agreement.
- C. The invoice or performance under the contract is in dispute or the TO Contractor has failed to otherwise comply with the provisions of the Task Order Agreement.
- D. The item or services have not been accepted.
- E. The quantity of items delivered is less than the quantity ordered.
- F. The items or services do not meet the quality requirements of the Task Order.
- G. If the Contract provides for progress payments, the proper invoice for the progress payment has not been submitted pursuant to the schedule contained in the agreement.
- H. If the Contract provides for withholding a retainage and the invoice is for the retainage, all stipulated conditions for release of the retainage have not been met.
- I. The Contractor has not submitted satisfactory documentation or other evidence reasonably required by the TO Procurement Officer or by the contract concerning performance under the Task Order Agreement and compliance with its provisions.

3.8.3 TIME SHEET SUBMISSION AND ACCEPTANCE

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

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

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

1. Title: "Time Sheet for Microsoft Dynamics Enterprise 365 IT Support;"
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.
 - (1) Tasks completed that week and the associated deliverable names and ID#s
 - (2) Number of hours worked each day
 - (3) Total number of hours worked that Period
 - (4) Weekly variance above or below 40 hours
 - (5) Annual number of hours planned under the TO
 - (6) Annual number of hours worked to date
 - (7) Balance of hours remaining
 - (8) Annual variance to date (Sum of periodic variances); and
4. Signature and date lines for the TO Manager.

3.9 RETAINAGE

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

3.10 SOC 2 TYPE II AUDIT

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

3.11 INSURANCE

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

The Offeror shall also confirm that any insurance policies intended to satisfy the requirements of this TORFP are issued by a company that is licensed to do business in the State of Maryland. The recommended awardee must provide a certificate(s) of insurance with the prescribed coverages, limits and requirements set forth in this Section 3.11 “Insurance” within five (5) Business Days from notice of recommended award. During the period of performance for multi-year contracts the TO Contractor shall update certificates of insurance annually, or as otherwise directed by the TO Manager.

3.11.1 CYBER SECURITY / DATA BREACH INSURANCE

In addition to the insurance specified in the Master Contract Section 2.7, TO Contractor shall maintain Cyber Security / Data Breach Insurance in the amount of ten million dollars (\$10,000,000) per occurrence. The coverage must be valid in at all locations where work is performed or data or other information concerning the State’s claimants and/or employers is processed or stored.

3.12 SECURITY REQUIREMENTS

3.12.1 Additional security requirements may be established in a Task Order and/or a Work Order.

3.12.2 Information Technology

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

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

3.12.4 TO Contractor Personnel

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

- 3.12.4.2 At all times at any facility, the TO Contractor Personnel shall cooperate with State site requirements that include but are not limited to being prepared to be escorted at all times and providing information for State badge issuance.
- 3.12.4.3 TO Contractor shall remove any TO Contractor Personnel from working on the TO Agreement where the State determines, at its sole discretion, that said TO Contractor Personnel has not adhered to the Security requirements specified herein.
- 3.12.4.4 The State reserves the right to request that the TO Contractor submit proof of employment authorization of non-United States Citizens, prior to commencement of work under the TO Agreement.

3.12.5 Security Clearance / Criminal Background Check

A security clearance is NOT required for TO Contractor Personnel assigned to the TO Agreement. The STO shall obtain credit and criminal background checks on candidates the TO Contractor sends for employment at the Department or Agency. This check may be performed by a public or private entity.

- A. The TO Contractor may not assign an employee with a criminal record unless prior written approval is obtained from the TO Manager. The TO Manager reserves the right to reject any individual based upon the results of the background check. Decisions of the TO Manager as to acceptability of a candidate are final. The State reserves the right to refuse any individual TO Contractor Personnel to work on State premises, based upon certain specified criminal convictions, as specified by the State.
- B. The STO criminal record check of each TO Contractor personnel who will work on State premises shall be reviewed by the TO Contractor for convictions of any of the following crimes described in the Annotated Code of Maryland, Criminal Law Article:
1. §§ 6-101 through 6-104, 6-201 through 6-205, 6-409 (various crimes against property);
 2. any crime within Title 7, Subtitle 1 (various crimes involving theft);
 3. §§ 7-301 through 7-303, 7-313 through 7-317 (various crimes involving telecommunications and electronics);
 4. §§ 8-201 through 8-302, 8-501 through 8-523 (various crimes involving fraud);
 5. §§9-101 through 9-417, 9-601 through 9-604, 9-701 through 9-706.1 (various crimes against public administration); or
 6. a crime of violence as defined in CL § 14-101(a).
- C. TO Contractor personnel 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 TO Agreement; TO 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.
- D. A particular on-site location covered by this TO Agreement may require more restrictive conditions regarding the nature of prior criminal convictions that would result in TO Contractor Personnel not being permitted to work on those premises. Upon receipt of a

location's more restrictive conditions regarding criminal convictions, the TO Contractor shall provide an updated certification regarding the TO Contractor Personnel working at or assigned to those premises.

3.12.6 On-site Security Requirement(s)

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

3.12.7 Data Protection and Controls

TO Contractor shall ensure satisfaction of the following requirements:

3.12.7.1 Administrative, physical and technical safeguards shall be implemented to protect State data that are no less rigorous than accepted industry practices for information security such as those listed below (see 3.12.7.2), and all such safeguards, including the manner in which State data is collected, accessed, used, stored, processed, disposed of and disclosed shall comply with applicable data protection and privacy laws as well as the terms and conditions of this TO Agreement.

3.12.7.2 To ensure appropriate data protection safeguards are in place, at minimum, the TO Contractor maintain the following STO controls at all times throughout the term of the TO Agreement (the TO Contractor may augment this list with additional controls):

1. Maintain STO's production, test, and training environments for systems supporting the services provided under this TO Agreement and ensure that production data is not replicated in test and/or training environment(s) unless it has been previously anonymized or otherwise modified to protect the confidentiality of Sensitive Data elements.
2. Apply software hardening procedures according to industry best practices to reduce the surface of vulnerability, eliminating as many security risks as possible and document what is not feasible and/or not performed according to best practices. Any hardening practices not implemented shall be documented with a plan of action and/or compensating control. These procedures may include but are not limited to removal of unnecessary software, disabling or removing unnecessary services, removal of unnecessary usernames or logins, and the deactivation of unneeded features in the system configuration files.
3. Apply data encryption to protect State data, especially personal identifiable information (PII), from improper disclosure or alteration. For State data the TO Contractor manages or controls, data encryption should be applied to State data in transit over networks and, where possible, at rest; as well as to State data when archived for backup purposes. Encryption algorithms which are utilized for this purpose must comply with current Federal Information Processing Standards (FIPS), "Security Requirements for Cryptographic Modules", FIPS PUB 140-2.

<http://csrc.nist.gov/publications/fips/fips140-2/fips1402.pdf>

<http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm>

4. Follow and implement appropriate logging parameters on systems to monitor user access activities, authorized and failed access attempts, system

exceptions, and critical information security events as recommended by the operating system and application manufacturers and information security standards, including State of Maryland Department of Information Security Policy.

5. Retain the aforementioned logs and review them at least daily to identify suspicious or questionable activity for investigation and documentation as to their cause and remediation, if required.
6. Enforce strong user authentication and password control measures to minimize the opportunity for unauthorized access through compromise of the user access controls. At a minimum, the implemented measures should be consistent with the most current State of Maryland Department of Information Technology's Information Security Policy at: (<http://doit.maryland.gov/support/Pages/SecurityPolicies.aspx>), including specific requirements for password length, complexity, history, and account lockout.
7. Ensure Sensitive Data under this service is not processed, transferred, or stored outside of the United States.
8. Ensure TO Contractor's Personnel shall not connect any of its own equipment to a State LAN/WAN without prior written approval by the State, which may be revoked at any time for any reason. The TO Contractor shall complete any necessary paperwork as directed and coordinated with the Contract Manager to obtain approval by the State to connect TO Contractor-owned equipment to a State LAN/WAN.
9. Ensure that anti-virus and anti-malware software is installed and maintained on all systems supporting the services provided under this TO Agreement; that the anti-virus and anti-malware software is automatically updated; and that the software is configured to actively scan and detect threats to the system for remediation.

3.13 INCIDENT RESPONSE

All TO Contractor Personnel will follow and execute all STO's IT data, system, breach, and facility incident response policies and procedures.

SECTION 4 - TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

4.1 REQUIRED RESPONSE

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

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

4.2 SUBMISSION

4.2.1 E-MAIL SUBMISSION

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

- A. Subject line “CATS+ TORFP # E20B3400010 Technical” plus the Master Contractor Name
- B. One attachment labeled “TORFP E20B3400010 Technical - Attachments” containing all Technical Proposal Attachments (see Section 4.3 below), signed and in PDF format.
- C. One attachment labeled “TORFP E20B3400010 Technical – Proposal” in Microsoft Word format (2007 or later).
- D. STO can only accept e-mails that are less than or equal to 35 MB. If a submission exceeds this size, split the submission into two or more parts and include the appropriate part number in the subject (e.g., part 1 of 2) after the subject line information.

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

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

- A. Subject line “CATS+ TORFP # E20B3400010 Financial” plus the Master Contractor Name;
- B. One attachment labeled “TORFP E20B3400010 Financial” containing the TO Financial Proposal contents, signed and in PDF format.

4.2.2 PAPER SUBMISSION

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

4.3 SUMMARY OF ATTACHMENTS

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

The following signed attachments shall be included with the TO Technical Proposal in PDF format (for e-mail delivery). For paper submissions, submit two (2) copies of each with original signatures:

- Attachment 2 - MBE forms 1A;
- Attachment 4 – Conflict of Interest Affidavit and Disclosure;
- Attachment 5A and 5B- Attachment 5A Minimum Qualifications Summary and Attachment 5B Personnel Resume Form;
- Attachment 12 – Living Wage Affidavit of Agreement; and
- Attachment 14 - Certification Regarding Investments in Iran.

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

- Attachment 1 Price Sheet – Signed PDF.

4.4 PROPOSAL FORMAT

A TO Proposal shall contain the following sections in order:

4.4.1 TO TECHNICAL PROPOSAL

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

A. Proposed Services

- 1) Executive Summary: A one-page summary describing the Offeror's understanding of the TORFP scope of work (Section 3) and proposed solution.
- 2) Proposed Solution: A more detailed description of the Offeror's understanding of the TORFP scope of work, proposed methodology and solution. The proposed solution shall be organized to exactly match the requirements outlined in Section 3.
- 3) Assumptions: A description of any assumptions formed by the Offeror in developing the TO Technical Proposal.
- 4) Tools the Master Contractor owns and proposes for use to meet any requirements in Section 3.

B. Compliance with Offeror's Company Minimum Qualifications

Offerors will complete the following table to demonstrate compliance with the Offeror's Company Minimum Requirements in Section 2.1.2.

Reference	Offeror Company Minimum Requirement	Evidence of Compliance
2.1.2	<ol style="list-style-type: none"> 1) At least two (2) previous Dynamics Financials AX R2//R3 implementations within the past three (3) years; 2) At least one (1) previous Dynamics CRM application implementation within the past three (3) years; 3) At least one (1) previous Dynamics 365 Enterprise application implementation done in the Azure Cloud that included application overlays or extension customizations within the past two (2) years; 4) At least two (2) previous custom development engagements providing customers within the past three (3) years with .NET and .ASP development services building standalone applications in the Azure Cloud with a staff of at least a staff five using Microsoft’s security and application development frameworks for Azure, C#, ++X, SQL, SQL Server, Power Apps, Data Quality, Integration services, Reporting services, Visual Studio 2015/2017, an application security code validation tool such as Veracode, and a testing tool such as TFS Test Manager; and 5) At least two (2) years of demonstrated experience providing operations and maintenance support within the last three (3) years with a team of three (3) or more consisting of the following roles: (a) one (1) or more .NET/.ASP programmers, (b) SQL server data base administrator, (c) Dynamics application administrator, (d) SharePoint administrator, or (e) TFS application administrator. 	Offeror evidence of compliance here.

C. Proposed Personnel and TORFP Staffing

Offeror shall propose exactly **one (1) Personnel** in response to each position presented in this TORFP. Offeror shall:

- 1) Complete and provide for each proposed resource Attachment 5A Minimum Qualifications Summary and Attachment 5B Personnel Resume Form.
- 2) On a separate sheet for each labor category indicate the proposed Resources that meet or exceeds the Preferred Qualifications in Section 2.2. by summarizing their specific experience.
- 3) Provide two (2) references per proposed personnel containing the information listed in Attachment 5B.
- 4) Provide a Staffing Management Plan that demonstrates how the Offeror will provide resources in addition to the personnel requested in this TORFP, and how the TO Contractor Personnel shall be managed. Include:
 - a) Planned team composition by role
Important! Identify specific names and provide history only for the proposed resources required for evaluation of this TORFP.
 - b) Process and proposed lead time for locating and bringing on board resources that meet TO needs.
 - c) Supporting descriptions for all labor categories proposed in response to this TORFP.
 - d) Description of approach for quickly substituting qualified personnel after start of TO.
- 5) Provide the names and titles of the Offeror's management staff who will supervise the personnel and quality of services rendered under this TO Agreement.

D. MBE, SBE Participation and VSBE Participation

NO SBR, or VSBE forms are required for this TORFP.

Submit completed MBE documents 2-1A.

E. Subcontractors

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

F. Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide up to two (2) examples of engagements or contracts the Master Contractor or subcontractor, if applicable, has completed that were similar to the requirements in Section 2.1.2 Minimum Qualifications and Section 3 - Scope of Work. Include contact information for each client organization complete with the following:
 - a) Name of organization.
 - b) Point of contact name, title, e-mail and telephone number (point of contact shall be accessible and knowledgeable regarding experience)

- c) Services provided as they relate to Section 2.1.2 Minimum Qualifications and Section 3 - Scope of Work.
 - d) Start and end dates for each example engagement or contract.
 - e) Current Master Contractor team personnel who participated on the engagement.
- 2) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any entity of the State of Maryland.

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

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

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

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.

4.4.2 TO FINANCIAL PROPOSAL

- A. A description of any assumptions on which the Master Contractor's TO Financial Proposal is based (Assumptions shall not constitute conditions, contingencies, or exceptions to the Price Sheet).
- B. Attachment 1– Price Sheet, with all proposed labor categories including all rates fully loaded. Master Contractors shall list all resources by approved CATS+ Labor Categories in the price proposal.
- C. To be responsive to this TORFP, the Price Sheet (Attachment 1) shall provide labor rates for all labor categories anticipated for this TORFP. Proposed rates shall not exceed the rates defined in the Master Contract for the Master Contract year(s) in effect at the time of the TO Proposal due date.
- D. Prices shall be valid for 120 days.

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SECTION 5 - TASK ORDER AWARD PROCESS

5.1 OVERVIEW

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

5.2 TO PROPOSAL EVALUATION CRITERIA

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

- A. The overall experience, capability and references for the Master Contractor as described in the Master Contractor's TO Technical Proposal.
- B. The capability of the proposed resources to perform the required tasks in the TORFP Scope of Work – Section 3. Capability will be determined from each proposed individual's resume and reference checks.
- C. The Master Contractor's overall understanding of the TORFP Scope of Work – Section 3. Level of understanding will be determined by the quality and accuracy of the technical proposal in adherence with Section 4.4 and oral presentation (See Section 1.5 Oral Presentations).
- D. The ability for the Master Contractor to meet staffing expectations relative to supplying additional personnel for this TORFP meeting qualifications in Section 2.1 and 2.2.
- E. Demonstration of how the Master Contractor plans to staff the task order at the levels set forth in Section 3.1 and also for potential future resource requests.

5.3 SELECTION PROCEDURES

- A. TO Proposals will be assessed throughout the evaluation process for compliance with the minimum qualifications listed in Section 2 of this TORFP, and quality of responses to Section 4.4.1 TO Technical Proposal.
- B. For all TO Proposals deemed technically qualified, oral presentations will be performed.
 - 1) As described in Section 1.5, in the event that more than ten (10) responsive proposals are received, the TO Procurement Officer may perform a down select. The TO Procurement Officer will notify the Offeror at time of scheduling initial oral presentations. The down select process is as follows:
 - a) Proposals will be evaluated and ranked from highest to lowest for technical merit based on the quality of the proposals submitted.
 - b) The top ten (10) proposals identified by the technical ranking will be scheduled for an oral presentation. All other Offerors will be notified of non-selection for this TORFP.

- C. For TO Proposals deemed technically qualified, the associated TO Financial Proposal will be opened. All others will be deemed not reasonably susceptible for award and the TO Procurement Officer will notify the Master Contractor it has not been selected to perform the work.
- D. Qualified TO Financial Proposal responses will be reviewed and ranked from lowest to highest price proposed.
- E. The most advantageous TO Proposal considering both the technical and financial submissions shall be selected for TO award. In making this selection, technical merit has greater weight.
- F. All Master Contractors submitting a TO Proposal shall receive written notice from the TO Procurement Officer identifying the awardee.

5.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

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

- A. Issuance of a fully executed TO Agreement;
- B. Non-Disclosure Agreement (TO Contractor);
- C. Purchase Order;
- D. Notice to Proceed authorized by the TO Procurement Officer. See Attachment 7 - Notice to Proceed (sample); and
- E. Proof of insurance as stated in this TORFP.

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LIST OF ATTACHMENTS

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

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

ATTACHMENT 1 - FINANCIAL PROPOSAL -
CATS+ TORFP #E20B3400010- INSTRUCTIONS

In order to assist Offerors in the preparation of their Financial Proposal and to comply with the requirements of this solicitation, Financial Proposal Instructions and a Financial Proposal Form have been prepared. Offerors shall submit their Financial Proposal on the Financial Proposal Form in accordance with the instructions on the Financial Proposal Form and as specified herein. Do not alter the Financial Proposal Form or the Proposal may be determined to be not reasonably susceptible of being selected for award. The Financial Proposal Form is to be signed and dated, where requested, by an individual who is authorized to bind the Offeror to the prices entered on the Financial Proposal Form.

1. **Base Year and Four (4) Option Years (Evaluated Price)**

- Column A - The Hourly Labor Rate must be clearly entered in dollars and cents, e.g., \$24.15. Make your decimal points clear and distinct.
- Column B –The total hours per year is estimated at 1,900 per position for evaluation purposes only and shall not be construed as an estimate of the actual number of hours of work nor is there any guarantee of any amount of work required under the contract.
- Column C – Enter the total amount (Column A x Column B).

2. **Work Order Request – Optional Positions (Position Rates will not be considered as an evaluated price).**

- Column A - The Hourly Labor Rate must be clearly entered in dollars and cents, e.g., \$24.15. Make your decimal points clear and distinct.
- A. Except as instructed on the Financial Proposal Form, nothing shall be entered on or attached to the Financial Proposal Form that alters or proposes conditions or contingencies on the prices. Alterations and/or conditions may render the Proposal not reasonably susceptible of being selected for award.
- B. It is imperative that the hourly rate fee (Column A) and the Total Price (Column C) included on the Financial Proposal Form have been entered correctly and calculated accurately by the Offeror on the Financial Proposal Form.
- C. Offerors must submit pricing for each option year. Any option to renew will be exercised at the sole discretion of the State and will comply with all terms and conditions in force at the time the option is exercised. If exercised, the option period shall be for a period identified in the TORFP at the hourly rate fee entered in the Financial Proposal Form.
- D. All Financial Proposal prices entered below are to be fully loaded standard labor rates.
- E. The Financial Proposal Form must be fully completed. Failure to provide pricing for all positions under all labor categories (including all optional positions and option years) may result in the Proposal being determined not susceptible for award.
- F. Failure to adhere to any of these instructions may result in the Proposal being determined not reasonably susceptible of being selected for award.

ATTACHMENT 1 PRICE SHEET

PRICE SHEET (TIME AND MATERIALS) FOR CATS+ TORFP # E20B3400010

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

A year for this Task Order shall be calculated as one calendar year from NTP. **Labor Rate Maximums:** The maximum labor rate that may be proposed for any CATS+ Labor Category shall not exceed the maximum for the CATS+ Master Contract year in effect on the TO Proposal due date.

Job Title from TORFP	CATS+ Labor Category	Hourly Labor Rate (A)	Estimated Total Hours (B)	Total Price (C)
Year 1				
Analyst, Computer Software/Integration (Senior)	<u>CATS+ Labor Category #5</u>	\$	1900	\$
Analyst, Computer Software/Integration (Senior)	<u>CATS+ Labor Category #5</u>	\$	1900	\$
Analyst, Computer Software/Integration (Senior)	<u>CATS+ Labor Category #5</u>	\$	1900	\$
Applications Development Expert	CATS+ Labor Category #11	\$	1900	\$
Applications Development Expert	CATS+ Labor Category #11	\$	1900	\$
Applications Programmer -	CATS+ Labor Category #10	\$	1900	\$
Applications Programmer -	CATS+ Labor Category #10	\$	1900	\$
Applications Programmer -	CATS+ Labor Category #10	\$	1900	\$
Database Management Specialist (Senior)	CATS+ Labor Category #22	\$	1900	\$
Technical Writer/Editor	CATS+ Labor Category #56	\$	1900	\$
		Evaluated Price Year 1		\$
Year 2				

Job Title from TORFP	CATS+ Labor Category	Hourly Labor Rate (A)	Estimated Total Hours (B)	Total Price (C)
Applications Programmer	CATS+ Labor Category #10	\$	1900	\$
Applications Programmer	CATS+ Labor Category #10	\$	1900	\$
Database Management Specialist (Senior)	CATS+ Labor Category #22 (1 position)	\$	1900	\$
		Evaluated Price Year 2		\$
Year 3				
Applications Programmer	CATS+ Labor Category #10		1900	\$
Applications Programmer	CATS+ Labor Category #10		1900	\$
Database Management Specialist (Senior)	CATS+ Labor Category #22 (1 position)	\$	1900	\$
		Evaluated Price Year 3		\$
Year 4				
Applications Programmer	CATS+ Labor Category #10		1900	\$
Applications Programmer	CATS+ Labor Category #10		1900	\$
Database Management Specialist (Senior)	CATS+ Labor Category #22 (1 position)	\$	1900	\$
		Evaluated Price Year 4		\$
Year 5				
Applications Programmer	CATS+ Labor Category #10		1900	\$
Applications Programmer	CATS+ Labor Category #10		1900	\$
Database Management Specialist (Senior)	CATS+ Labor Category #22 (1 position)	\$	1900	\$
		Evaluated Price Year 5		\$
TOTAL EVALUATED PRICE (YEARS 1 – 5)				\$

WORK ORDER REQUEST – OPTIONAL POSITIONS

POSITIONS		Hourly Rate*		
Auditor, IT (Senior)	CATS+ Labor Category #69	\$		
Engineer, Network (Senior)	CATS+ Labor Category #81	\$		
Engineer, Network Security (Senior)	CATS+ Labor Category #86	\$		
Risk Assessment Consultant (Senior)	CATS+ Labor Category #71	\$		

*Optional Position Rates will not be considered as an evaluated price.

Authorized Individual Name

Company Name

Title

Company Tax ID #

Signature

Date

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

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

CATS+ TORFP # E20B300010

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

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

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

PART 1 - INSTRUCTIONS

PLEASE READ BEFORE COMPLETING THIS DOCUMENT

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

1. Contractor shall structure its procedures for the performance of the work required in this Contract to attempt to achieve the minority business enterprise (MBE) subcontractor participation goal stated in the Invitation for Bids or Request for Proposals. Contractor agrees to exercise good faith efforts to carry out the requirements set forth in these Instructions, as authorized by the Code of Maryland Regulations (COMAR) 21.11.03.
2. MBE Goals and Subgoals: Please review the solicitation for information regarding the Contract's MBE overall participation goals and subgoals. After satisfying the requirements for any established subgoals, the Contractor is encouraged to use a diverse group of subcontractors and suppliers from 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 a MBE prime, must be MDOT-certified for the services, materials or supplies that it is committed to perform on the MBE Participation Schedule. A firm whose MBE certification application is pending may not be counted.
4. Please refer to the MDOT MBE Directory at <https://mbe.mdot.maryland.gov/directory/> 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 codes, please visit <https://www.census.gov/eos/www/naics/>. 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. **CAUTION:** 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 overall MBE participation goal, 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 be certified in the appropriate NAICS code to do the work and must list its firm in 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 remaining subgoals, the MBE prime must also identify on the MBE Participation Schedule the other certified MBE subcontractors 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 use other MBEs for each of any remaining subgoals or request a waiver. As set forth in Attachment 1-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 the Governor's Office of Small Minority & Women Business Affairs' website for the MBE Prime Regulations Q&A for illustrative examples.
http://www.goMDsmallbiz.maryland.gov/Documents/MBE_Toolkit/MBEPrimeRegulation_QA.pdf
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 own forces toward fulfilling the Contract goal, and not more than one of the Contract subgoals, if any.
7. 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. Materials and Supplies: New Guidelines Regarding MBE Participation.

- ✓ **Regular Dealers:** Up to 60% of the costs of materials and supplies provided by a certified MBE may be counted towards the MBE participation goal(s) if such MBE is a Regular Dealer of such materials and supplies. Regular Dealer is defined as a firm that owns, operates, or maintains a store, a warehouse, or any other establishment in which the materials, supplies, articles, or equipment are of the general character described by the specifications required under the contract and are bought, kept in stock, or regularly sold or leased to the public in the usual course of business; and does not include a packager, a broker, a manufacturer's representative, or any other person that arranges or expedites transactions. Generally, a Regular Dealer will be identified as a wholesaler or supplier in the MDOT Directory.
- ✓ **Manufacturers:** A certified MBE firm's participation may be counted in full if the MBE is certified in the appropriate NAICS code(s) to provide products and services as a manufacturer.
- ✓ **Brokers:** With respect to materials or supplies purchased from a certified MBE that is neither a manufacturer nor a regular dealer, a unit may apply the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, fees, or transportation charges for the delivery of materials and supplies required on a procurement toward the MBE contract goals, provided a unit determines the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services. A unit may not apply any portion of the costs of the materials and supplies toward MBE goals.
- ✓ **Furnish and Install:** The participation of a certified MBE supplier, wholesaler, and/or regular dealer certified in the proper NAICS Code(s) to furnish and install materials necessary for successful contract completion may be counted in full.

9. **Dually certified firms.** An MBE that is certified in more than one subgroup category may only be counted toward goal fulfillment of ONE of those categories with regard to a particular contract.

Example: A woman-owned Hispanic American (dually certified) firm may be used to fulfill the women-owned OR Hispanic American subgoal, but not both on the same contract.

10. CAUTION: The percentage of MBE participation, computed using the percentage amounts determined for all of the MBE firms listed in PART 3, MUST meet or exceed the MBE participation goal and subgoals (if applicable) as set forth in PART 2- for this solicitation. If a bidder/offeror is unable to meet the MBE participation goal or any subgoals (if applicable), then the bidder/offeror must request a waiver in PART 2 or the bid will be deemed not responsive, or the proposal not reasonably susceptible of being selected for award. You may wish to use the attached Goal/Subgoal Worksheet to assist in calculating the percentages and confirming that your commitment meets or exceeds the applicable MBE participation goal and subgoals (if any).
11. If you have any questions as to whether a firm is certified to perform the specific services or provide specific products, please contact MDOT's Office of Minority Business Enterprise at 1-800-544-6056 or via email to mbe@mdot.state.md.us sufficiently prior to the submission due date.

Subgoals (if applicable)

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

Overall Goal

Total MBE Participation (include all categories): _____ %

PART 2 - MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT & MBE PARTICIPATION SCHEDULE

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

In connection with the bid/proposal submitted in response to TORFP #020B3400010, I affirm the following:

1. MBE Participation (PLEASE CHECK ONLY ONE)

I acknowledge and intend to meet IN FULL the overall certified Minority Business Enterprise (MBE) participation goal of 20 percent for the initial 12 month term of the Contract and then 10% for each option year, if exercised.

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 PART 3 - MBE Participation Schedule 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 PART 3, the MBE Participation Schedule 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.

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 working 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 __-1C)
- (b) Outreach Efforts Compliance Statement (Attachment __-2);

- (c) MBE Subcontractor/MBE Prime Project Participation Statement (Attachments ___-3A and 3B);
- (d) Any other documentation, including additional waiver documentation if applicable, required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal and subgoals, if any.

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

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.

PART 3 - MBE PARTICIPATION SCHEDULE

SET FORTH BELOW ARE THE (i) CERTIFIED MBEs I INTEND TO USE, (ii) THE PERCENTAGE OF THE TOTAL CONTRACT VALUE ALLOCATED TO EACH MBE FOR THIS PROJECT AND, (iii) THE ITEMS OF WORK EACH MBE WILL PROVIDE UNDER THE CONTRACT. I HAVE CONFIRMED WITH THE MDOT DATABASE THAT THE MBE FIRMS IDENTIFIED BELOW (INCLUDING ANY SELF-PERFORMING MBE PRIME FIRMS) ARE PERFORMING WORK ACTIVITIES FOR WHICH THEY ARE MDOT-CERTIFIED.

Prime Contractor	Project Description	SECTION 6 - PROJECT/CONTRACT NUMBER

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

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

<p>MBE Prime Firm Name: _____</p> <p>MBE Certification Number: _____</p> <p>(If dually certified, check only one box.)</p> <p><input type="checkbox"/> African American-Owned</p> <p><input type="checkbox"/> Hispanic American- Owned</p> <p><input type="checkbox"/> Asian American-Owned</p> <p><input type="checkbox"/> Women-Owned</p> <p><input type="checkbox"/> Other MBE Classification</p>	<p>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): _____% Please refer to Item #8 in PART 1- Instructions of this document for new MBE participation guidelines regarding materials and supplies.</p> <p><input type="checkbox"/> Supplier</p> <p><input type="checkbox"/> Manufacturer</p> <p><input type="checkbox"/> Broker</p> <p><input type="checkbox"/> Furnish and Install</p> <p><input type="checkbox"/> Services</p> <p><input type="checkbox"/> Other</p> <p>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): _____%</p> <p>Description of the Work to be performed with MBE prime's own forces:</p> <p>_____</p> <p>_____</p>
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SECTION B: For all Contractors (including MBE Primes and MBE Primes in a Joint Venture)

<p>MBE Firm Name: _____</p> <p>MBE Certification Number: _____</p> <p>(If dually certified, check only one box.)</p> <p><input type="checkbox"/> African American-Owned</p> <p><input type="checkbox"/> Hispanic American- Owned</p> <p><input type="checkbox"/> Asian American-Owned</p> <p><input type="checkbox"/> Women-Owned</p> <p><input type="checkbox"/> Other MBE Classification</p>	<p>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): _____% Please refer to Item #8 in PART 1- Instructions of this document for new MBE participation guidelines regarding materials and supplies.</p> <p><input type="checkbox"/> Supplier</p> <p><input type="checkbox"/> Manufacturer</p> <p><input type="checkbox"/> Broker</p> <p><input type="checkbox"/> Furnish and Install</p> <p><input type="checkbox"/> Services</p> <p><input type="checkbox"/> Other</p> <p>Description of the Work to be Performed:</p> <p>_____</p> <p>_____</p> <p>_____</p>
<p>MBE Firm Name: _____</p> <p>MBE Certification Number: _____</p> <p>(If dually certified, check only one box.)</p> <p><input type="checkbox"/> African American-Owned</p> <p><input type="checkbox"/> Hispanic American- Owned</p> <p><input type="checkbox"/> Asian American-Owned</p> <p><input type="checkbox"/> Women-Owned</p> <p><input type="checkbox"/> Other MBE Classification</p>	<p>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): _____% Please refer to Item #8 in PART 1- Instructions of this document for new MBE participation guidelines regarding materials and supplies.</p> <p><input type="checkbox"/> Supplier</p> <p><input type="checkbox"/> Manufacturer</p> <p><input type="checkbox"/> Broker</p> <p><input type="checkbox"/> Furnish and Install</p> <p><input type="checkbox"/> Services</p> <p><input type="checkbox"/> Other</p> <p>Description of the Work to be Performed:</p> <p>_____</p> <p>_____</p> <p>_____</p>
<p>MBE Firm Name: _____</p> <p>MBE Certification Number: _____</p> <p>(If dually certified, check only one box.)</p> <p><input type="checkbox"/> African American-Owned</p> <p><input type="checkbox"/> Hispanic American- Owned</p> <p><input type="checkbox"/> Asian American-Owned</p> <p><input type="checkbox"/> Women-Owned</p> <p><input type="checkbox"/> Other MBE Classification</p>	<p>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): _____% Please refer to Item #8 in PART 1- Instructions of this document for new MBE participation guidelines regarding materials and supplies.</p> <p><input type="checkbox"/> Supplier</p> <p><input type="checkbox"/> Manufacturer</p> <p><input type="checkbox"/> Broker</p> <p><input type="checkbox"/> Furnish and Install</p> <p><input type="checkbox"/> Services</p> <p><input type="checkbox"/> Other</p> <p>Description of the Work to be Performed:</p> <p>_____</p> <p>_____</p> <p>_____</p>
<p>MBE Firm Name: _____</p> <p>MBE Certification Number: _____</p> <p>(If dually certified, check only one box.)</p> <p><input type="checkbox"/> African American-Owned</p> <p><input type="checkbox"/> Hispanic American- Owned</p> <p><input type="checkbox"/> Asian American-Owned</p> <p><input type="checkbox"/> Women-Owned</p> <p><input type="checkbox"/> Other MBE Classification</p>	<p>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): _____% Please refer to Item #8 in PART 1- Instructions of this document for new MBE participation guidelines regarding materials and supplies.</p> <p><input type="checkbox"/> Supplier</p> <p><input type="checkbox"/> Manufacturer</p> <p><input type="checkbox"/> Broker</p> <p><input type="checkbox"/> Furnish and Install</p> <p><input type="checkbox"/> Services</p> <p><input type="checkbox"/> Other</p>

	Description of the Work to be Performed: <hr/> <hr/> <hr/>
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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.

Bidder/Offeror Name
(PLEASE PRINT OR TYPE)

Signature of Authorized Representative

Address

Printed Name and Title

City, State and Zip Code

Date

SUBMIT AS INSTRUCTED IN TORFP

ATTACHMENT 2 -1B WAIVER GUIDANCE

GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET MBE PARTICIPATION GOALS

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

I. Definitions

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

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

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

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

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

II. Types of Actions Agency will Consider

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

A. Identify Bid Items as Work for MBE Firms

1. Identified Items of Work in Procurements

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

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

2. Identified Items of Work by Bidders/Offerors

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

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

B. Identify MBE Firms to Solicit

1. MBE Firms Identified in Procurements

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

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

2. MBE Firms Identified by Bidders/Offerors

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

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

C. Solicit MBEs

1. Solicit all Identified Firms for all Identified Items of Work by providing written notice. The bidder/offeror should:

(a) provide the written solicitation at least 10 days prior to bid opening to allow sufficient time for the MBE Firms to respond;

(b) send the written solicitation by first-class mail, facsimile, or email using contact information in the MBE Directory, unless the bidder/offeror has a valid basis for using different contact information; and

(c) provide adequate information about the plans, specifications, anticipated time schedule for portions of the work to be performed by the MBE, and other requirements of the contract to assist MBE Firms in responding. (This information may be provided by including hard copies in the written solicitation or by electronic means as described in C.3 below.)

2. “All” Identified Firms includes the MBEs listed in the procurement and any MBE Firms you identify as potentially available to perform the Identified Items of Work, but it does not include MBE Firms who are no longer certified to perform the work as of the date the bidder/offeror provides written solicitations.

3. “Electronic Means” includes, for example, information provided via a website or file transfer protocol (FTP) site containing the plans, specifications, and other requirements of the contract. If an interested MBE cannot access the information provided by electronic means, the bidder/offeror must make the information available in a manner that is accessible to the interested MBE.

4. Follow up on initial written solicitations by contacting MBEs to determine if they are interested. The follow up contact may be made:

(a) by telephone using the contact information in the MBE Directory, unless the bidder/offeror has a valid basis for using different contact information; or

(b) in writing *via* a method that differs from the method used for the initial written solicitation.

5. In addition to the written solicitation set forth in C.1 and the follow up required in C.4, use all other reasonable and available means to solicit the interest of MBE Firms certified to perform the work of the contract. Examples of other means include:

(a) attending any pre-bid meetings at which MBE Firms could be informed of contracting and subcontracting opportunities; and

(b) if recommended by the procurement, advertising with or effectively using the services of at least two minority focused entities or media, including trade associations,

minority/women community organizations, minority/women contractors' groups, and local, state, and federal minority/women business assistance offices listed on the MDOT Office of Minority Business Enterprise website.

D. Negotiate With Interested MBE Firms

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

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

rejected as unqualified or that placed a subcontract quotation or offer that the bidder/offeror concludes is not acceptable, the bidder/offeror must provide a written detailed statement listing the reasons for this conclusion. The bidder/offeror also must document the steps taken to verify the capabilities of the MBE and Non-MBE Firms quoting similar work.

(a) The factors to take into consideration when assessing the capabilities of a MBE Firm, include, but are not limited to the following: financial capability, physical capacity to perform, available personnel and equipment, existing workload, experience performing the type of work, conduct and performance in previous contracts, and ability to meet reasonable contract requirements.

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

E. Assisting Interested MBE Firms

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

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

III. Other Considerations

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

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

IV. Documenting Good Faith Efforts

At a minimum, a bidder/offeror seeking a waiver of the MBE Goal(s) or a portion thereof must provide written documentation of its Good Faith Efforts, in accordance with COMAR

21.11.03.11, within 10 business days after receiving notice that it is the apparent awardee. The written documentation shall include the following:

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

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

B. Outreach/Solicitation/Negotiation

1. The record of the bidder's/offeror's compliance with the outreach efforts prescribed by COMAR 21.11.03.09C(2)(a). (Complete Outreach Efforts Compliance Statement – Attachment 2-2).

2. A detailed statement of the efforts made to contact and negotiate with MBE Firms including:

(a) the names, addresses, and telephone numbers of the MBE Firms who were contacted, with the dates and manner of contacts (letter, fax, email, telephone, etc.) **(Complete Good Faith Efforts Attachment 2-1C Part 2, and submit letters, fax cover sheets, emails, etc. documenting solicitations)**; and

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

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

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

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

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

D. Other Documentation

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

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

Exhibit A
MBE Subcontractor Unavailability Certificate

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

located at _____
(Number) (Street)

(City) (State) (Zip)

was offered an opportunity to bid on Solicitation No. _____

in _____ County by _____
(Name of Prime Contractor's Firm)

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

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

MDOT Certification #	Telephone #
_____	_____

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

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

Signature of Prime Contractor	Title	Date
_____	_____	_____

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

Page __ of __

Prime Contractor:	Project Description:
Solicitation Number:	

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

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

Company Name

Signature of Representative

Address

Printed Name and Title

City, State and Zip Code

Date

GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST

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

Page of

Prime Contractor:	Project Description:
Solicitation Number:	

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

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

Please check if Additional Sheets are attached.

GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST

Part 2 – identified MBE firms and record of solicitations

Page __ of __

Prime Contractor:	Project Description:
Solicitation Number:	

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

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

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

Please check if Additional Sheets are attached.

GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST

Part 3 – additional information regarding rejected MBE quotes

Page of

Prime Contractor:	Project Description:
Solicitation Number:	

This form must be completed if Part 1 indicates that a MBE quote was rejected because the bidder/offeror is using a Non-MBE or is self-performing the Identified Items of Work.

Provide the Identified Items Work, indicate whether the work will be self-performed or performed by a Non-MBE, and if applicable, state the name of the Non-MBE. Also include the names of all MBE and Non-MBE Firms that provided a quote and the amount of each quote.

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

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

Please check if Additional Sheets are attached.

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

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

In conjunction with the bid/proposal submitted in response to Solicitation No. <<SOLICITATION NUMBER>>, I state the following:

1. Bidder/Offeror identified subcontracting opportunities in these specific work categories: _____
2. Attached to this form are copies of written solicitations (with bidding/proposal instructions) used to solicit certified MBE firms for these subcontract opportunities.
3. Bidder/Offeror made the following attempts to personally contact the solicited MDOT-certified MBE firms: _____
4. **Please Check One:**
 - This project does not involve bonding requirements.
 - Bidder/Offeror assisted MDOT-certified MBE firms to fulfill or seek waiver of bonding requirements. (DESCRIBE EFFORTS): _____
5. **Please Check One:**
 - Bidder/Offeror did attend the pre-bid/pre-proposal conference.
 - No pre-bid/pre-proposal meeting/conference was held.
 - Bidder/Offeror did not attend the pre-bid/pre-proposal conference.

Company Name

Signature of Representative

Address

Printed Name and Title

City, State and Zip Code

Date

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

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

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

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

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

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

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

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

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

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

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

MBE PRIME CONTRACTOR

Signature of Representative:

Printed Name and Title:

Firm's Name:

Federal Identification Number:

Address:

Telephone:

Date:

This form must be completed monthly by the prime contractor.

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

<<TO Requesting Agency Name>>
Minority Business Enterprise Participation

Prime Contractor Paid/Unpaid MBE Invoice Report

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

Prime Contractor:		Contact Person:																																					
Address:																																							
City:		State:	ZIP:																																				
Phone:	FAX: Email:																																						
MBE Subcontractor Name:		Contact Person:																																					
Phone:	FAX:																																						
Subcontractor Services Provided:																																							
List all payments made to MBE subcontractor named above during this reporting period: <table border="0" style="width: 100%;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 30%;">Invoice#</th> <th style="width: 30%;">Amount</th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> <tr> <td colspan="2">Total Dollars Paid: \$</td> <td>_____</td> </tr> </tbody> </table>			Invoice#	Amount	1.			2.			3.			4.			Total Dollars Paid: \$		_____	List dates and amounts of any outstanding invoices: <table border="0" style="width: 100%;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 30%;">Invoice #</th> <th style="width: 30%;">Amount</th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> <tr> <td colspan="2">Total Dollars Unpaid:</td> <td>\$ _____</td> </tr> </tbody> </table>			Invoice #	Amount	1.			2.			3.			4.			Total Dollars Unpaid:		\$ _____
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2.																																							
3.																																							
4.																																							
Total Dollars Unpaid:		\$ _____																																					
**If more than one MBE subcontractor is used for this contract, you must use separate 2-4A forms. Information regarding payments that the MBE prime will use for purposes of meeting the MBE participation goals must be reported separately in Attachment 2-4B.																																							

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

_____ Contract Manager
 _____ Contracting Unit
 (Department or Agency)

 _____ mailto:

Signature: _____

Date: _____

(Required)

This form must be completed monthly by MBE subcontractor

Sample MBE 2-5 Subcontractor Paid/Unpaid MBE Invoice Report

Minority Business Enterprise Participation

Subcontractor Paid/Unpaid MBE Invoice Report

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

MBE Subcontractor Name:		
MDOT Certification #:		
Contact Person:	Email:	
Address:		
City:	State:	ZIP:
Phone:	FAX:	
Subcontractor Services Provided:		
List all payments received from Prime Contractor during reporting period indicated above.		List dates and amounts of any unpaid invoices over 30 days old.
Invoice Amount	Date	Invoice Amount Date

1. 2. 3. 4. Total Dollars Paid: \$ _____	1. 2. 3. 4. Total Dollars Unpaid: \$ _____
Prime Contractor:	Contact Person:
**Return one copy of this form to the following address (electronic copy with signature & date is preferred):	
_____ Contract Manager _____ Contracting Unit <<TO Requesting Agency Name>> _____ _____ mailto:	

Signature: _____

Date: _____

(Required)

ATTACHMENT 2 -4B MBE PRIME CONTRACTOR REPORT

**<<TO Requesting Agency Name>>
Minority Business Enterprise Participation**

MBE Prime Contractor Report

MBE Prime Contractor: Certification Number: Report #: _____ Reporting Period (Month/Year): _____ Report is due to the MBE Officer by the 15th of the month following the month the services were provided. Note: Please number reports in sequence	Contract #: _____ Contracting Unit: _____ Contract Amount: _____ Total Value of the Work to the Self-Performed for purposes of Meeting the MBE participation goal/subgoals: _____ Project Begin Date: _____ Project End Date: _____
---	--

Contact Person:		
Address:		
City:	State:	ZIP:
Phone:	Fax:	E-mail:

INVOICE NUMBER	VALUE OF THE WORK	NAICS CODE	DESCRIPTION OF SPECIFIC PRODUCTS AND/OR SERVICES

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

Signature: _____
 Date: _____

_____ Contract Monitor
_____ Contracting Unit
(Department)

Signature: _____

Date: _____

(Required)

This form must be completed monthly by MBE subcontractor

ATTACHMENT 2 -5 SUBCONTRACTOR PAID/UNPAID MBE INVOICE REPORT

Minority Business Enterprise Participation

Subcontractor Paid/Unpaid MBE Invoice Report

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

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

Subcontractor Services Provided:

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

Prime Contractor:	Contact Person:
-------------------	-----------------

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

_____ Contract Manager
_____ Contracting Unit
<<TO Requesting Agency Name>>

_____ mailto:

Signature: _____

Date: _____

(Required)

ATTACHMENT 3 TASK ORDER AGREEMENT**CATS+ TORFP# E20B3400010 OF MASTER CONTRACT #060B2490023**

This Task Order Agreement (“TO Agreement”) is made this day of Month, 20XX by and between _____ (TO Contractor) and the STATE OF MARYLAND, STATE TREASURER’S OFFICE (STO).

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
 - a) “Agency” means State Treasurer’s Office, as identified in the CATS+ TORFP #E20B3400010.
 - b) “CATS+ TORFP” means the Task Order Request for Proposals # E20B3400010, dated MONTH DAY, YEAR, including any addenda and amendments.
 - c) “Master Contract” means the CATS+ Master Contract between the Maryland Department of Information Technology and TO Contractor dated April 22, 2013.
 - d) “TO Procurement Officer” means <<TO Procurement Officer>>. The Agency may change the TO Procurement Officer at any time by written notice.
 - e) “TO Agreement” means this signed TO Agreement between <<TO REQUESTING AGENCY ACRONYM>> and TO Contractor.
 - f) “TO Contractor” means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is _____.
 - g) “TO Manager” means <<TO Manager Name>>. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
 - h) “TO Technical Proposal” means the TO Contractor’s technical response to the CATS+ TORFP dated date of TO Technical Proposal.
 - i) “TO Financial Proposal” means the TO Contractor’s financial response to the CATS+ TORFP dated date of TO Financial Proposal.
 - j) “TO Proposal” collectively refers to the TO Technical Proposal and TO Financial Proposal.
2. Scope of Work
 - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supersede the Master Contract.
 - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 3 of the CATS+ TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
 - a) The TO Agreement,
 - b) Exhibit A – CATS+ TORFP
 - c) Exhibit B – TO Technical Proposal

d) Exhibit C – TO Financial Proposal

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

3. Time for Performance

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS+ TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a base period of One (1) Year, commencing on the date the TO Agreement is fully executed and terminating on Month Day, Year. At the sole option of the State, this TO Agreement may be extended for four (4) additional, one (1) year periods for a total TO Agreement period ending on Month, Day, Year.

4. Consideration and Payment

- 4.1 The consideration to be paid the TO Contractor shall not exceed \$_____. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.
- 4.2 Payments to the TO Contractor shall be made as outlined Section 3 of the CATS+ TORFP, but no later than thirty (30) days after the Agency's receipt of a proper invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.
- 4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is _____. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to the Agency TO Manager unless otherwise specified herein.
- 4.4 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer.

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

TO Contractor Name

By: Type or Print TO Contractor POC _____ Date

Witness: _____

**STATE OF MARYLAND
STATE TREASURER’S OFFICE**

By: insert name, TO Procurement Officer _____ Date

Witness: _____

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

Assistant Attorney General

ATTACHMENT 4 CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

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

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

Date: _____

By: _____

(Authorized Representative and Affiant)

ATTACHMENT 5 LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY (INSTRUCTIONS)

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

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

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

qualification may not be met by listing two examples occurring during the same time period.).

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

ATTACHMENT 5 5A – MINIMUM QUALIFICATIONS SUMMARY

CATS+ TORFP # E20B3400010

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

Proposed Individual’s Name and Company/Sub-Contractor:	List how the proposed individual meets each requirement by including a reference to relevant entries in Form 5B											
LABOR CATEGORY TITLE – (INSERT CATS+ LABOR CATEGORY NAME)												
<p>Education:</p> <p>Insert the education description from the CATS+ Master Contract RFP from Section 2.10 for the applicable labor category</p>	(Identify school or institution Name; Address; Degree obtained and dates attended.)											
<p>Generalized Experience:</p> <p>Insert the generalized experience description from the CATS+ Master Contract RFP from Section 2.10 for the applicable labor category</p> <p>Provide dates in the format of MM/YY to MM/YY</p>	<p>(Identify specific work experiences from the resume that illustrate compliance with the Master Contract RFP Labor Category requirements for Generalized Experience.)</p> <table border="1" data-bbox="797 913 1430 1073"> <tr> <td data-bbox="797 913 922 961">FROM</td> <td data-bbox="922 913 1019 961">TO</td> <td data-bbox="1019 913 1430 961">Job Title and Company</td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td colspan="2" data-bbox="797 1003 1019 1073">Match to Form 5B:</td> <td data-bbox="1019 1003 1430 1073"><insert cross-reference(s) to the full description on Form 5B></td> </tr> </table>			FROM	TO	Job Title and Company				Match to Form 5B:		<insert cross-reference(s) to the full description on Form 5B>
FROM	TO	Job Title and Company										
Match to Form 5B:		<insert cross-reference(s) to the full description on Form 5B>										
<p>Specialized Experience:</p> <p>Insert the specialized experience description from the CATS+ Master Contract RFP from Section 2.10 for the applicable labor category</p> <p>Provide dates in the format of MM/YY to MM/YY</p>	<p>(Identify specific work experiences from the resume that illustrate compliance with the Master Contract RFP Labor Category requirements for Specialized Experience.)</p> <table border="1" data-bbox="797 1192 1430 1356"> <tr> <td data-bbox="797 1192 922 1241">FROM</td> <td data-bbox="922 1192 1019 1241">TO</td> <td data-bbox="1019 1192 1430 1241">Job Title and Company</td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td colspan="2" data-bbox="797 1283 1019 1356">Match to Form 5B:</td> <td data-bbox="1019 1283 1430 1356"><insert cross-reference to the full description on Form 5B></td> </tr> </table>			FROM	TO	Job Title and Company				Match to Form 5B:		<insert cross-reference to the full description on Form 5B>
FROM	TO	Job Title and Company										
Match to Form 5B:		<insert cross-reference to the full description on Form 5B>										
<p>TORFP Additional Requirements</p> <p>Minimum qualifications and required certifications as defined in Section 2.1 of this TORFP.</p> <p>Provide dates in the format of MM/YY to MM/YY</p>												

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

Master Contractor Representative:

Signature

Date

Proposed Individual:

Signature

Date

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

CATS+ TORFP # E20B3400010

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

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

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

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

Relevant Work Experience*

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

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

[Organization] [Title / Role] [Period of Employment / Work MM/YY – MM/YY] [Location]	Description of Work (recommended: organize work descriptions to address minimum qualifications and other requirements)
--	--

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

1. References for Proposed Resource (if requested in the TORFP)

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

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

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

Master Contractor Representative:

 Signature Date

Proposed Individual:

 Signature Date

Instruction: Sign each form.

ATTACHMENT 6 PRE-PROPOSAL CONFERENCE DIRECTIONS

A pre-proposal conference will be held at the Louis L. Goldstein Treasury Building, Assembly Room, 1st Floor, 80 Calvert Street, Annapolis, Maryland 21401. If you plan to attend the Pre-proposal Conference, please notify the Procurement Officer by email at: procurement@treasurer.state.md.us. Please provide your contact information and the number of individuals expected to attend.

Directions: From Baltimore: Take I-97 South until it ends, stay in left lanes and merge onto Rt. 50 East. From Rt. 50 East take Exit 24A – Rowe Blvd. Stay right on exit ramp. Travel approximately 1 ½ miles on Rowe Blvd. Stay in left lane. After the bridge over College Creek, Rowe Blvd. will fork – stay left (turns into Bladen St.). You can see the Treasury Building located in front of you (two flag poles in front, weather vane on top, and a bronze statue of Louis Goldstein to the left of the building).

ATTACHMENT 7 NOTICE TO PROCEED (SAMPLE)

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS+ Solicitation Number (TORFP #): E20B3400010

Dear TO Contractor Contact:

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

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

Sincerely,

<<TO Procurement Officer>>

Task Order Procurement Officer

Enclosures (2)

cc: <<TO Manager Name>>, TO Manager

Procurement Liaison Office, Department of Information Technology

Project Oversight Office, Department of Information Technology

ATTACHMENT 8 AGENCY DELIVERABLE PRODUCT ACCEPTANCE FORM
THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.

ATTACHMENT 9 NON-DISCLOSURE AGREEMENT (OFFEROR)

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.

ATTACHMENT 10 NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made as of this ___ day of _____, 20__, by and between the State of Maryland (“the State”), acting by and through its State Treasurer’s Office (STO), (the “Department or Agency”), and _____ (“TO Contractor”), a corporation with its principal business office located at _____ and its principal office in Maryland located at _____.

RECITALS

WHEREAS, the TO Contractor has been awarded a Task Order Agreement (the “TO Agreement”) for Microsoft Dynamics Enterprise 365 IT Support for the Maryland State Treasurer’s Office, TORFP No. E20B3400010, dated _____, (the “TORFP”) issued under the Consulting and Technical Services procurement issued by the Department or Agency, Project Number 060B2490023; and

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

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

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

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

TO Contractor/TO Contractor’s Personnel:

State Treasurer’s Office:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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

Printed Name and Address
of Employee or Agent

Signature

Date

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

ATTACHMENT 11 TO CONTRACTOR SELF-REPORTING CHECKLIST

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

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

C) Is the Master Contractor providing timesheets or other appropriate documentation to support invoices?

Yes No (If no, explain why)

Section 3 – Substitution of Personnel

A) Has there been any substitution of personnel?

Yes No (If no, skip to Section 4.)

B) Did the Master Contractor request each personnel substitution in writing?

Yes No (If no, explain why)

C) Does each accepted substitution possess equivalent or better education, experience and qualifications than incumbent personnel?

Yes No (If no, explain why)

Was the substitute approved by the agency in writing?

Yes No (If no, explain why)

Section 4 – MBE Participation

A) What is the MBE goal as a percentage of the TO value? % (If there is no MBE goal, skip to Section 5)

B) Are MBE reports 2-4A, 2-4B, and 2-5 submitted monthly?

Yes No (If no, explain why)

C) What is the actual MBE percentage to date? (divide the dollar amount paid to date to the MBE by the total amount paid to date on the TO) %

(Example - \$3,000 was paid to date to the MBE subcontractor; \$10,000 was paid to date on the TO; the MBE percentage is 30% ($3,000 \div 10,000 = 0.30$))

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

Yes No (If no, explain why)

Has the Master Contractor expressed difficulty with meeting the MBE goal?

Yes No

(If yes, explain the circumstances and any planned corrective actions)

Section 5 – TO Change Management

A) Is there a written change management procedure applicable to this TO?

Yes No (If no, explain why)

B) Does the change management procedure include the following?

Yes No Sections for change description, justification, and sign-off

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

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

C) Have any change orders been executed?

Yes No

(If yes, explain expected or actual impact on TO cost, scope, schedule, risk and quality)

D) Is the change management procedure being followed?

Yes No (If no, explain why)

SUBMIT AS INSTRUCTED IN TORFP.

ATTACHMENT 12 LIVING WAGE AFFIDAVIT OF AGREEMENT

Contract No. _____

Name of Contractor _____

Address _____

City _____ State _____ Zip Code _____

If the Contract is Exempt from the Living Wage Law

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

Bidder/Offeror is a nonprofit organization

Bidder/Offeror is a public service company

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

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

If the Contract is a Living Wage Contract

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

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

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

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

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

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

Name of Authorized Representative: _____

Signature of Authorized Representative _____

Date: _____ Title: _____

Witness Name (Typed or Printed): _____

Witness Signature and Date: _____

ATTACHMENT 13 MERCURY AFFIDAVIT

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.

ATTACHMENT 14 CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

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

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

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

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

CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

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

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____ Title: _____

Witness Name (Typed or Printed):

Witness Signature and Date:

ATTACHMENT 15 SAMPLE WORK ORDER

WORK ORDER		Work Order #	Contract #		
			E20B3400010		
This Work Order is issued under the provisions of the Contract. The services authorized are within the scope of services set forth in the Purpose of the Work Order.					
Purpose					
Statement of Work <u>Requirements:</u>					
 <u>Deliverable(s), Acceptance Criteria and Due Date(s):</u>					
Deliverables are subject to review and approval by STO prior to payment. (Attach additional sheets if necessary)					
Start Date		End Date			
Cost					
Description for Task / Deliverables		Quantity (if applicable)	Labor Hours (Hrs.)	Labor Rate	Estimate Total
1.				\$	\$
2.				\$	\$
*Include WBS, schedule and response to requirements.			STO shall pay an amount not to exceed		\$
Contractor			Agency Approval		
(Signature) Contractor Authorized Representative (Date)			(Signature) Contract Manager (Date)		
POC	(Print Name)		TO Manager	(Print Name)	
Telephone No.			Telephone No.		
E-mail:			E-mail:		

ATTACHMENT 16 CRIMINAL BACKGROUND CHECK AFFIDAVIT

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.