

**CONSULTING AND TECHNICAL SERVICES+ (CATS+)**  
**TASK ORDER REQUEST FOR PROPOSALS (TORFP)**



**MARYLAND DEPARTMENT OF INFORMATION  
TECHNOLOGY**

**DOIT**

**SOLICITATION NUMBER F50B8400008**

**Independent Verification and Validation (IV&V)**  
**Maryland Department of Human Services (DHS)**  
**Maryland Total Human Services Integrated Network**

**ISSUE DATE: NOVEMBER 6, 2017**

## DEPARTMENT OF INFORMATION TECHNOLOGY

### DOIT

### KEY INFORMATION SUMMARY SHEET

<b>Solicitation Title:</b>	Independent Verification and Validation (IV&V) – MD THINK
<b>TORFP Number:</b>	F50B8400008
<b>Functional Area:</b>	Functional Area 10 – IT Management Consulting Services
<b>TORFP Issue Date:</b>	November 6, 2017
<b>TORFP Issuing Office:</b>	Department of Information Technology (DoIT)
<b>Location:</b>	100 Community Place, Crownsville, MD 21032
<b>TO Procurement Officer:</b>  <b>e-mail:</b> <b>Office Phone:</b>	Matthew Mickler 100 Community Place, Crownsville, MD 21032 matthew.mickler1@maryland.gov 410-697-9679
<b>Project/TO Project/Contract Manager:</b>  <b>e-mail:</b> <b>Office Phone:</b>	Karen Poplewski  <a href="mailto:Karen.poplewski@maryland.gov">Karen.poplewski@maryland.gov</a>
<b>TO Proposals are to be sent to:</b>	e-mail: matthew.mickler1@maryland.gov
<b>TO Pre-proposal Conference:</b>	November 16, 2017 from 11:00 AM to 12:30 PM Local Time See <b>Attachment A</b> for directions and instructions.
<b>TO Proposals Due (Closing) Date and Time:</b>	December 22, 2017 at 2:00 PM Local Time Offerors are reminded that a completed Feedback Form is requested if a no-bid decision is made (see <b>Section 5</b> ).
<b>MBE Subcontracting Goal:</b>	20% (for the base period and all options)
<b>VSBE Subcontracting Goal:</b>	0%
<b>Task Order Type:</b>	Fixed Price with Time and Material Work Orders
<b>Task Order Duration:</b>	One year base period with 4, one-year option periods, commencing from the Effective Date
<b>Primary Place of Performance:</b>	Department of Human Services 311 W. Saratoga St, Baltimore, MD 21201
<b>SBR Designation:</b>	No
<b>Federal Funding:</b>	Yes
<b>Questions Due Date and Time</b>	November 20, 2017 at 2:00 PM Local Time

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## 1 MINIMUM QUALIFICATIONS

There are no minimum qualifications for this TORFP.

Refer to TORFP Section 3.6 Offeror Experience and TORFP Section 3.7 TO Contractor Key Personnel Qualifications.

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## 2 TO CONTRACTOR REQUIREMENTS: SCOPE OF WORK

### 2.1 PURPOSE

DoIT is seeking proposals from CATS+ Master Contractors experienced in IT IV&V consulting. The intent of this TORFP is to make a single award to a Master Contractor to perform a potentially two-part IV&V on the Department of Human Services (DHS) **Maryland Total Human services Integrated NetworkK (MD THINK)** Project. DoIT seeks a TO Contractor that offers innovative project personnel, processes, approaches, and tools to perform IV&V services for the MD THINK Project.

Part 1 of the IV&V is an initial “Snapshot” or baseline assessment of the current project health. Part 2 of the IV&V is an optional “Lifecycle” IV&V to provide continuous assessments of project health from the present project phase through implementation. The overall goal of the IV&V is to facilitate ongoing project process and performance improvements coupled with a lowered risk profile throughout the project lifespan.

For the purpose of this TORFP, a project “risk” is defined as a potential future issue or opportunity not yet realized. A project “issue” is defined as a current problem with the project.

Master Contractors are advised that, should a solicitation or other competitive award be initiated as a result of activity or recommendations arising from this Task Order, the Offeror awarded this Task Order may not be eligible to compete if such activity constitutes assisting in the drafting of specifications, requirement, or design thereof.

In addition, federal funding has been allocated for the MD THINK Project (refer to TORFP Section 4.10.) Funding flows to the State through The Centers for Medicare & Medicaid Services, (CMS) which is part of the Department of Health and Human Services (HHS). The TO Contractor shall adhere to CMS guidelines.

### 2.2 IV&V OBJECTIVES

In Part 1 of the IV&V, the TO Contractor shall assess DHS’s project management methodology and the overall project health focusing on the elements listed below:

- A. Project management processes consistent with PMBOK knowledge areas:
  - 1. Project Scope Management
  - 2. Project Time Management
  - 3. Project Cost Management
  - 4. Project Quality Management
  - 5. Project Human Resource Management
  - 6. Project Communications Management
  - 7. Project Risk Management
  - 8. Project Integration Management
  - 9. Project Procurement Management
- B. Application of the State of Maryland’s SDLC methodology (<http://doit.maryland.gov/SDLC/Pages/agile-sdlc.aspx>);
- C. Capability of the Project Manager, or designee, to report accurately on:
  - 1. Project financials including total project costs associated with satisfying all phases of the SDLC
  - 2. Project issues and risks
  - 3. Project timeline including deliverables status
- D. Project governance meaning the extent to which the agency has effectively:

1. Roles & Responsibilities - Defined roles and expectations among all internal and external stakeholders
  2. Communications Plan Execution - Implemented an appropriate flow of project information among stakeholders
  3. Issues Management - Instituted a process for review and response to project issues including escalation to the executive sponsor
  4. Exit Criteria - Instituted a process for executive approvals (for example, sign-off of SDLC documents) at appropriate project milestones
- E. Feasibility of the solution:
1. Technical Feasibility
    - a. Software
    - b. Hardware
    - c. Architecture
    - d. Integration Compatibilities
  2. Schedule Feasibility
  3. Operational Feasibility
  4. Economic Feasibility (i.e. Cost Benefit Analysis)
- F. IV&V of Project Artifacts to include:
1. Procurement Documents
  2. SDLC Deliverables including Requirements, Design, Code, and Test Document
- G. Other objectives / assessment areas tailored to specific project circumstances.

## 2.3 REQUESTING AGENCY BACKGROUND

DoIT has policy responsibility over technology matters across State agencies, oversight authority over large scale information technology expenditures, programmatic oversight over large information technology projects, and the authority to centralize common information technology functions and assets. DoIT supports Maryland's Executive Branch agencies and commissions through its leadership as a principal procurement unit and in establishing the State's strategic direction for information technology (IT) and telecommunications, establishing long range target technology architecture, encouraging cross agency collaboration for the mutual benefit of all, and advocating best practices for operations and project management. DoIT uses three elements of project management oversight including professional project management, IV&V and portfolio reviews.

## 2.4 MD THINK PROJECT BACKGROUND

DHS administers critical human service programs, including Temporary Assistance for Needy Families (TANF), the Supplemental Nutrition Assistance Program (SNAP), Child Support Enforcement, Child Protective Services (CPS) and Adult Protective Services (APS) through 24 Local Departments of Social Services (LDSS). DHS consists of three administrations which implement Federal and state programs: Family Investment Administration, Social Services Administration, and our Child Support Enforcement Administration.

Maryland's human services programs have been supported by "silo", stand-alone systems with little or no interface to other systems, including public health, juvenile systems, and other critical federal and state partners. The following is a description of the challenges for the State:

- **Isolated Silos** - Little or no interface or ability to share data or functionality. Further, the systems share no common data schema, making the reconciliation and analysis of data from multiple systems difficult.



- **Transactional and Passive Systems**– Systems receive and process information but are not structured to help guide users through their work nor provide workers or clients with proactive feedback to help manage cases.
- **Rigid and Difficult to Upgrade or Modify** – Even a small change can take months to implement and any major change to the business process is virtually impossible to support. As a result, the State has adapted business processes to accommodate the limitations of the systems, rather than adapting our data systems to reflect best practices for case management and efficient work processing.
- **Dependent on External Data Systems and Workarounds**- Workarounds (including paper-based processes), have been created to bridge the shortfalls and overcome the limitations of the current systems. However, with each new work-around, the overall business process becomes more fractured and less sustainable and the risks of mistakes in process and errors in data increase.
- **Expensive Maintenance** - DHS's mainframes and other data systems are costly to operate and maintain and support outdated (but functional) systems where minimal system modifications are possible given budget constraints versus the cost of operations. Due to the cost and difficulties of making changes in the systems, resources are typically consumed in the never-ending effort to respond and meet evolving federal and State requirements. DHS's systems are perpetually falling further behind in terms of technology and are increasingly out of step with our needs and requirements.

The State is embarking upon an initiative to modernize systems and platforms in the form of the MD THINK. MD THINK will be a new shared health and human services platform – a system of modular, interconnected components – a common data repository, shared service elements and resources, and mission specific applications – capable of supporting multiple programs and missions. The ultimate goal of this effort is to create a data system that can support a more integrated, client-centric approach to health and human services delivery and management.

The State believes that moving to a shared health and human services platform will provide multiple benefits for clients, the State and our federal partners, including significant improvements in the efficiency and effectiveness in program operations, continuous system enhancement, and reduced cost for system maintenance. DHS seeks to deliver solutions which meet our federal, State, and local objectives.

#### 2.4.1 MD THINK PROJECT GOALS

- A. Improved workflows and the reduction of manual processes that result in State efficiencies and improved data integrity.
- B. Reduced maintenance costs associated with the upkeep of legacy applications and supporting infrastructure environments.
- C. The deployment of a scalable application with a modern and flexible user interface.
- D. Advanced reporting capabilities that provide standard built-in reports and the ability to generate user customizable ad-hoc reports.
- E. A modern graphical user interface with value-added tools that will improve usability and efficiency.
- F. Access to tools intended to eliminate workarounds and improve business processes, ultimately resulting in increased productivity and service quality.
- G. Promote interoperability and inter-DHS connectivity.

#### 2.4.2 MD THINK PROJECT TIMELINE

The first priority is to develop a cloud-based shared platform that is scalable, with a shared data repository across programs. This includes, but is not limited to, security controls, document management, financial systems, dashboards and analytic tools.

The second priority is to replace the outdated and silo'd case management systems for public benefits, including Non-MAGI Medicaid, social services, child welfare and child support enforcement. These case management systems will be designed to integrate into the data repository.

The MD THINK platform is expected to be implemented in December of 2020.

### **2.4.3 MD THINK PROJECT ORGANIZATION AND GOVERNANCE**

In order to manage the MD THINK project, DHS has established a structure built upon an Executive Steering Committee (ESC) that will ensure the project is delivered in an efficient and effective manner. The ESC has the following roles and responsibilities, including but are not limited to:

- A. Ensure project alignment with overall Agency objectives
- B. Strategic planning and executive decision point resolution
- C. Cross agency/department coordination and stakeholder communication
- D. Monitor project risks and next steps
- E. Maintain knowledge of project status to apply to executive decisions across business areas
- F. Provide advice and guidance to the other project governance teams

DHS understands the complexity of implementing a project of this nature and magnitude and has taken all of the necessary steps to ensure the appropriate resources are aligned to the appropriate work streams to improve the probability of project success. Leveraging the vast knowledge and experience with large scale system implementation, industry best practices, and lessons learned from previous efforts, DHS established the overall MD THINK project plan and development approach. The MD THINK project will utilize a Scaled Agile Framework (SAFe)<sup>1</sup> approach for delivery and has aligned the overall project management structure and approach to adhere to the SAFe methodology. These resources have been assigned to oversee and manage the agile teams aligned in the four major work streams including, EPMO, Applications, Infrastructure and Data.

### **2.4.4 OVERVIEW OF THE MEDICAID ELIGIBILITY AND ENROLLMENT LIFE CYCLE**

The TO Contractor shall provide IV&V services for CMS and DoIT in support of the Medicaid Eligibility and Enrollment Toolkit (MEELC) in accordance with guidance found in the MEELC which can be found at <https://www.medicaid.gov/medicaid/data-and-systems/meet/index.html>.

The MEELC administered by CMS contains four life cycle phases and three types of milestone reviews. The milestone reviews occur at different phases of system/module development. The types of milestone reviews are the Project Initiation Milestone Review, the Operational Milestone Review, and the Post Operational Review. The life cycle and its milestone reviews are explained in detail in the CMS Medicaid Eligibility and Enrollment Toolkit.

Reviews should include Project Initiation Milestone Reviews, Operational Milestone Reviews, and Post Operational Reviews, determined by DHS's release plan.

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<sup>1</sup> <http://www.scaledagileframework.com/>

#### 2.4.4 STATE STAFF AND ROLES

- A. DoIT Project/Contract Manager – Responsible for ensuring performance by the TO Contractor under the TO Agreement. This includes providing appropriate direction to the TO Contractor's Project and Contract Managers, reviewing deliverables and providing recommendations to the TO Contractor for improved performance of the IV&V assessment.

In addition, the DoIT Project/Contract Manager will also review time sheets, approve invoices and Work Orders, and ensure compliance with the terms and conditions of the TO Agreement and all Work Orders.

- B. Executive Sponsors

Secretary - Maryland Department of Health  
Secretary – Maryland Department of Human Services  
Secretary – Maryland Department of Juvenile Services  
Secretary – Maryland Department of Information Technology  
Governor's Deputy Chief of Staff for Health and Human Services

Note: Presentations may be made to DHS and the MD THINK Steering Committee

#### 2.5 OVERSIGHT

IV&V services will be part of the larger oversight of the day-to-day operations and management of the MD THINK project. The IV&V TO Contractor shall have complete access to MD THINK documents, facilities, and staff during normal business hours, as required to carry out its oversight role. The IV&V TO Contractor shall have access to all key staff on site at the MD THINK project location/s daily, as needed to observe meetings, review deliverables and documentation, and conduct interviews, etc., to ensure a high level of integrity and confidence in the IV&V TO Contractor's MD THINK oversight and monitoring.

The IV&V TO Contractor shall review the project and system processes and progress in areas including, but not limited to, the following:

- A. Project management
1. Progress against budget and schedule
  2. Risk management
  3. Inclusion of state goals/objectives and all federal E&E requirements in requests for proposal and contracts
  4. Adherence to the state's software development life cycle (SDLC)
  5. Incorporation of the standards and conditions for Medicaid IT into design and development
  6. Reasonability, thoroughness, and quality of MITA self-assessment, concept of operations, information architecture, and data architecture
  7. Reflection of the state's MITA goals and plans into actual E&E design and development
  8. Configuration management that is robust and includes state or developer configuration audits against configuration baseline
  9. Change management
  10. Adherence to service level agreements
- B. Modular development
1. Completeness and reasonability of E&E concept of operations, architecture, and designs

2. Accuracy of capture of interfaces and data sharing requirements with systems external to the E&E
3. Viability and completeness of the data transition plan
4. Traceability of requirements through design, development, and testing
5. Adequacy of system security and privacy policies, plans, technical designs, and implementations
6. Coverage and integrity of all system testing, including stress testing and testing of interfaces between modules and with external partner systems
7. Capacity management, including consideration of future vendors' support and release plans for underlying databases, software, and hardware
8. Adequacy of disaster recovery planning

The IV&V TO Contractor shall evaluate and make recommendations about State artifacts that are required for milestone reviews. A list of required artifacts is included in the CMS Medicaid Eligibility and Enrollment Toolkit which can be found at <https://www.medicaid.gov/medicaid/data-and-systems/meet/index.html>.

## 2.6 IV&V REQUIREMENTS

This is potentially a two-part IV&V. Part 1 is a "Snapshot" IV&V with one stage, plus an optional second and third stage, and limited duration to assess the current health of the MD THINK project and recommend risk/issue responses as needed. Part 2 is an optional, long-term single stage "Lifecycle" IV&V to provide ongoing project assessments and risk mitigation for the project duration. Optional parts / stages of the IV&V shall be defined and authorized via a work order process (TORFP Section 3.12) at the State's sole discretion.

For both the Snapshot and Lifecycle (if exercised) IV&V parts, the TO Contractor shall perform independent research, stakeholder interviews, and review and analyses of project processes, project files and documentation. The TO Contractor shall have in-house expertise and/or strategic alliances with other firms to perform the services described in this TORFP.

In executing the IV&V and developing IV&V deliverables (TORFP Section 2.7), the TO Contractor shall manage the IV&V in accordance with the Project Management Plan (PMP) as submitted with their TO Proposal. The TO Contractor shall apply recognized project management best practices and industry standards according to the Project Management Institute (PMI). Specifically, with regard to the treatment of findings on State agency project management processes, the TO Contractor shall formulate findings in terms consistent with the PMI's Project Management Body of Knowledge (PMBOK). Where an evaluation of the IT solution is required, the TO Contractor shall apply the Software Engineering Institute's Capability Maturity Model Integration or other recognized industry standard.

### 2.6.1 IV&V PART 1 - SNAPSHOT

#### A. Stage 1 of 3 - Baseline Assessment

Stage 1 of the Snapshot IV&V shall commence with the IV&V Project Kick-off Meeting and shall conclude upon delivery of the Final Baseline Findings Report and a presentation to Agency. During Stage 1, the TO Contractor shall conduct interviews, review documents and analyze the project in accordance with the IV&V Objectives provided in TORFP Section 2.2.

#### B. Stage 2 of 3 – TEAM Plan Development (Optional)

The TO Contractor may be asked to work with DoIT and DHS to develop a baseline TEAM (Transformative, Enhancement, Assistance and Mentoring) Plan to address risks/issues identified in the Baseline Findings Report. Stage 2 requires that the TO Contractor work with DoIT and DHS to:

1. Prioritize project risks/issues identified in the Baseline Findings Report and identify which risks/issues warrant a response by the MD THINK project team;
2. Draft a TEAM Plan with recommended responses to the risks/issues identified in Stage 1 and which shall define at a minimum:
  - a) criteria for knowing when responses to risks/issues are completed
  - b) the steps necessary to complete each response
  - c) the timeline for completing each response
3. Ensure that the TEAM Plan document is structured to be updateable by the Agency project team as it responds to ongoing project risks/issues and identifies new ones.

**C. Stage 3 of 3 – TEAM Plan Monitor / Mentor (Optional).** Upon acceptance of the TEAM Plan (Stage 2) by the TO Project/Contract Manager, the TO Contractor may be tasked to monitor the Agency's project progress against the plan. Among other deliverables, Stage 3 requires the TO Contractor to provide TEAM Plan updates and direct guidance to the Agency project team on meeting TEAM Plan recommendations.

#### **2.6.2 IV&V PART 2 – LIFECYCLE (OPTIONAL)**

During the Lifecycle IV&V, the TO Contractor shall provide ongoing IV&V. TO Contractor tasks may include continued risk/issue identification and updating of the TEAM Plan, quality assurance reviews of project artifacts, and ongoing mentoring / monitoring of the Agency project team.

The TO Project/Contract Manager shall work with the TO Contractor to identify appropriate staff levels for the Lifecycle IV&V. Additional work orders may be approved by the TO Project/Contract Manager to add personnel, objectives and deliverables as needed to support the IV&V process. Activities may include, but not be limited to:

- A. Monitor project activities. This may include attending Agency project team meetings, reviewing project deliverables, conducting discussions and meetings with Agency project stakeholders as necessary;
- B. Track progress on all tasks identified in the TEAM Plan;
- C. Periodically provide updated TEAM Plan; and
- D. Conduct periodic IV&V meetings with DoIT and the Agency to discuss and make any necessary adjustments to the TEAM Plan.

The TO Contractor will review and evaluate all aspects of the project; provide analysis, feedback, and suggested improvements to ensure the quality and success of the MD THINK project. The TO Contractor will examine project artifacts, deliverables, and written and oral communications to evaluate the effectiveness of project management practices (including scope, cost, schedule, risk, quality, and other measures of project management) and project execution, and provide recommendations regarding the project's continuation.

The TO Contractor shall perform assessments of the project and identify, analyze, and validate the major risks facing the project and shall recommend industry-standard best practices to identify the major project risks or to validate the risks identified for the project.

### **2.6.3 PROGRESS REPORTS AND MEDICAID ELIGIBILITY AND ENROLLMENT CHECKLISTS**

At least quarterly, the IV&V TO Contractor produces Eligibility and Enrollment (E&E) IV&V Progress Reports that objectively illustrate the strengths and weaknesses of the project and provide recommendations for correcting any identified weaknesses. E&E IV&V Progress Reports are prepared in advance of milestone reviews with CMS.

The IV&V TO Contractor shall interview and observe MD THINK project management staff, and the MD THINK project development contractor staff (including any subcontractors). The TO Contractor shall also observe project meetings and activities to understand the processes, procedures, and tools used in the E&E program and MD THINK project environments. The TO Contractor shall review and analyze all applicable and available documentation for adherence to accepted, contractually defined industry standards. The IV&V TO Contractor shall fill out the reviewer comment portion of the Eligibility and Enrollment Checklists and append them to the progress report (checklist can be found at <https://www.medicaid.gov/medicaid/data-and-systems/meet/index.html>).

In preparation for the milestone reviews, the IV&V TO Contractor shall evaluate State documents and evidence, along with any working modules/code applicable to that particular review, and complete the reviewer comments portion of the Eligibility and Enrollment Checklists. The completed checklists are appended to the E&E IV&V Progress Report. The progress report shall be delivered two weeks prior to the scheduled milestone review.

The IV&V TO Contractor shall provide the progress reports to CMS at the same time they are presented to the State. This reporting process, in accordance with federal regulations, includes final report issuance as well as all draft report submissions.

### **2.6.4 PROVIDE PRESENTATIONS AND ORAL REPORTS**

The TO Contractor shall participate in project meetings and provide oral updates and summary presentations of all report content. In addition, the TO Contractor shall provide presentations for stakeholders, customers, government leaders, or the public when requested by the Executive Sponsors.

### **2.6.5 MEETINGS**

The TO Contractor shall attend project meetings and events, as defined by the DoIT Project/Contract Manager or Executive Committee.

### **2.6.6 PROVIDE RECOMMENDATIONS FOR COST SAVINGS**

The TO Contractor shall provide recommendations to the Executive Sponsors and the TO Project/Contract Manager for project cost savings where feasible and practicable.

### **2.6.7 RECORDS MANAGEMENT**

The TO Contractor shall maintain the monitoring work documents necessary to substantiate the IV&V findings, factual conclusions, and recommendations throughout the term of the contract. These work papers must be available during the status meetings and must, upon request, be supplied to DHS for archiving during and at the conclusion of the project.



## 2.6.8 TO CONTRACTOR ADMINISTRATIVE RESPONSIBILITIES

1. Designate a TO Contract Manager to oversee the services provided under the TO Agreement. The TO Contractor Contract Manager (CM) must have experience with contracts of a similar size and complexity and experience in an IV&V project of comparable size. The CM must have communication and leadership skills and must be available to present executive project presentations to multiple levels of leadership and to other government executives. The TO Contractor must specifically provide in the TO Proposal the responsibilities and level(s) of authority that will be granted to the CM.
2. Designate an IV&V Project Manager to oversee the activities of TO Agreement, serve as the point of contact for DoIT.
3. Schedule requests for information and meetings so as to minimize the impact on DHS's staff, Executive Committee, and the project team.
4. Special communication shall be generated immediately by the TO Contractor once a determination is made that circumstances exist that put the scope, budget, schedule, or viability of the project at significant risk. The TO Contractor shall communicate these potential issues and their consequences to the TO Project/Contract Manager and DoIT. The special communication is expected as part of the TO Contractor's due diligence to provide DoIT with prompt notification of such significant circumstances.
5. The TO Contractor will provide weekly updates (either in writing and/or orally, as directed by DoIT) to assess the project status, project management strengths and deficiencies, schedule effectiveness and earned value measures, and recommendations for correcting identified variances from best practices. Respond to inquiries or requests from DoIT within mutually agreed time frames.
6. The TO Contractor shall document project lessons learned throughout the IV&V and will provide this information to the Executive Committee and TO Project/Contract Manager throughout the project. In addition, the TO Contractor shall provide a comprehensive report of lessons learned with recommendations for incorporation of best practices into future projects.

## 2.7 DELIVERABLES

### 2.7.1 DELIVERABLE DESCRIPTIONS/ ACCEPTANCE CRITERIA

Note: For meetings and presentations described in this Section, due dates are approximate based upon the availability of attendees. For written deliverables, due dates that fall on a non-Business Day for the State shall be due the next Business Day. The TO Contractor will work to meet Time of Performance and proactively manage the project to avoid unexpected delays to deliverables. Issues with meeting Time of Performance dates should be raised to the TO Project/Contract Manager at least two weeks prior to due date of deliverables for resolution. For all Findings Reports, Plans, and Presentations, due to the sensitive nature of the material, deliverables shall be sent via secure communication. The TO Contractor and all TO Contractor Personnel assigned to the project shall sign and receive a copy of Attachment N – IV&V Sensitive Data Policy.

**Note: DoIT reserves the right to update and revise any optional deliverable described in the table below. In addition, the TO Contractor may suggest other subtasks, artifacts, or deliverables to improve the quality and success of the assigned tasks.**

ID #	Deliverable Description	Acceptance Criteria	Time of Performance (NTP + Calendar Days)  Note: Offeror may propose alternate dates based on industry expertise
<b>IV&amp;V Part 1 - SNAPSHOT, Stage 1</b>			
2.7.1.1	<p><b>IV&amp;V Project Kick-Off Meeting</b> - The purpose of this meeting is to educate and obtain buy-in from participants in the IV&amp;V process. The meeting shall accomplish the following: define roles and responsibilities, establish logistical details and communication expectations, and clarify IV&amp;V tasks and time frames. The TO Contractor shall facilitate the meeting, providing an agenda, sign-in sheet, presentation, and other relevant materials for the meeting to the TO Project/Contract Manager in advance.</p> <p>Prior to and in preparation for the kick-off meeting, the TO Contractor shall provide a draft copy of the kick-off materials, begin independent research for the IV&amp;V and obtain pertinent project documents and information from the TO Project/Contract Manager.</p>	<ul style="list-style-type: none"> <li>• Meeting agenda in Microsoft Word</li> <li>• Sign-in sheet for IV&amp;V kick-off participant in Microsoft Word</li> <li>• Presentation material in MS Power Point shall discuss, at a minimum, the following: <ul style="list-style-type: none"> <li>○ Roles &amp; Responsibilities</li> <li>○ IV&amp;V Processes</li> <li>○ IV&amp;V Methodology</li> <li>○ IV&amp;V Objectives</li> <li>○ IV&amp;V Schedule</li> <li>○ Documentation Needs</li> </ul> </li> <li>• Concise, oral presentation delivered in person by the TO Contractor.</li> <li>• Artifact will comply with PMI Methodology where applicable</li> </ul>	NTP+ 7 calendar days
2.7.1.2	<p><b>IV&amp;V Project Schedule</b>– The Project Schedule shall be a Microsoft Project file that is a Gantt chart schedule of tasks and time frames for all IV&amp;V deliverables. The TO Contractor shall provide a draft copy of the IV&amp;V Project Status Report (Deliverable 2.7.1.4) with the IV&amp;V Project Schedule.</p> <p>The TO Contractor shall update the Gantt chart as needed on a bi-weekly basis and submit it with</p>	<p>IV&amp;V Project Schedule in Microsoft Project shall contain, at a minimum, the following:</p> <ul style="list-style-type: none"> <li>• Gantt chart schedule of tasks</li> <li>• Time frames for all IV&amp;V deliverables</li> <li>• Task and task dependencies</li> <li>• Resources Assigned</li> <li>• Draft copy of the IV&amp;V</li> </ul> <p>Sample of Project Status Report shall also be provided. The IV&amp;V Project Schedule must</p>	Draft shall be available at Kick-Off Meeting. Final IV&V Project Schedule to be provided 7 calendar days after Kick-Off Meeting based on DoIT Review and Agency resource availability.



ID #	Deliverable Description	Acceptance Criteria	Time of Performance (NTP + Calendar Days)  Note: Offeror may propose alternate dates based on industry expertise
	IV&V Project Status Reports.	take into consideration the MD THINK Master Schedule.  Artifacts will comply with PMI Methodology where applicable	
2.7.1.3	<b>IV&amp;V Management Plan</b> - The TO Contractor shall manage and carry out the IV&V services in accordance with the approved IV&V Management Plan.	The IV&V Management Plan shall include the following elements: <ul style="list-style-type: none"> <li>• A detailed description of how the TO Contractor plans to perform the IV&amp;V services. This description must include methodologies, strategies, standards, and approaches for executing each of the IV&amp;V activities within this SOW.</li> <li>• An organizational structure which reflects, among other things, coordination activities among the TO Contractor, the project manager and team, the Executive Sponsors, stakeholders, oversight entities, and any other contractors involved in the project.</li> <li>• An organizational chart and description of resources assigned to IV&amp;V activities, tasks, and deliverables.</li> <li>• Description of the specific deliverables to be produced as a result of IV&amp;V activities.</li> </ul>	NTP + 20 Business Days.

ID #	Deliverable Description	Acceptance Criteria	Time of Performance (NTP + Calendar Days)  Note: Offeror may propose alternate dates based on industry expertise
2.7.1.4	<p><b>IV&amp;V Project Status Reports</b> – These reports shall be Microsoft Word documents submitted bi-weekly via e-mail attachment with “IV&amp;V Status Report” in the e-mail subject line. All IV&amp;V Project Status Reports shall be submitted simultaneously to DoIT and all participating federal partners.</p> <p>The reports shall detail the IV&amp;V activities and progress for comparison against the IV&amp;V Project Schedule (Deliverable 2.7.1.2). Reports shall be submitted in conjunction with bi-weekly IV&amp;V status discussions with the TO Project/Contract Manager.</p> <p>Note: The DPAF for this deliverable should be submitted when the last IV&amp;V Project Status Report is submitted.</p>	<p>Reports in Microsoft Word shall contain, at a minimum, the following elements:</p> <ol style="list-style-type: none"> <li>1. Purchase Order Number and the reporting period information</li> <li>2. Table listing all IV&amp;V deliverables and indicating percent complete for each</li> <li>3. List of tasks accomplished during the reporting period</li> <li>4. Description of issues/risks confronting the TO Contractor in executing the IV&amp;V, impacts on performance, and mitigation strategies</li> </ol>	<p>14 Business Days for the first report and bi-weekly thereafter for the duration of the task order period of performance</p>
2.7.1.5	<p><b>IV&amp;V Draft Baseline Findings Report</b> –This report shall be submitted via secure communication. Secure communication can be in the form of a password protected SharePoint site, FedEx CD, or other secure communication as agreed by the TO Project/Contract Manager. The IV&amp;V Draft Baseline Findings Report shall be submitted simultaneously to DoIT and all participating federal partners.</p> <p>The Findings Report shall be fact-based. The TO Contractor will maintain working papers that are</p>	<p>Draft Report in Microsoft Word shall contain, at a minimum, the following elements:</p> <ul style="list-style-type: none"> <li>• One-page executive summary section that provides a concise overview of high priority findings and recommendations organized by IV&amp;V Objectives.</li> <li>• Description of the methodology used to perform the IV&amp;V</li> <li>• Findings classified by risk categories</li> <li>• Table describing deficiencies with</li> </ul>	<p>NTP+ 30 calendar days</p>

ID #	Deliverable Description	Acceptance Criteria	Time of Performance (NTP + Calendar Days)  Note: Offeror may propose alternate dates based on industry expertise
	necessary to substantiate all risks and issues described in the report. Work papers shall be available for State inspection when requested.	<p>corresponding risk categorization, probabilities, impacts, priority and corrective</p> <ul style="list-style-type: none"> <li>References to artifacts and meetings</li> </ul> <p>Artifact will comply with PMI Methodology where applicable</p>	
2.7.1.6	<b>IV&amp;V Baseline Findings: DoIT Presentation -</b> DoIT shall be the audience for this presentation. The presentation shall be oral and accompanied by a Microsoft PowerPoint document. The PowerPoint file shall be submitted via secure communication to DoIT. Secure communication can be in the form of a password protected SharePoint site, FedEx CD, or other secure communication as agreed by the TO Project/Contract Manager.	<p>The PowerPoint document shall contain, at a minimum:</p> <ul style="list-style-type: none"> <li>High priority findings and recommendations organized by IV&amp;V Objectives</li> <li>Recommendations for next steps including TEAM recommendation</li> </ul> <p>The oral presentation shall be concise and delivered in person at the appropriate level for DoIT executive management.</p> <p>All deliverable content shall comply with PMI standards where applicable.</p>	NTP+ 37 calendar days
2.7.1.7	<b>IV&amp;V Final Baseline Findings Report</b> – This report is the finalized version of Deliverable 2.7.1.5, updated by the TO Contractor based on feedback received on the draft version and from Deliverable 2.7.1.6. This report shall be submitted via secure communication. Secure communication can be in the form of a password protected SharePoint site, FedEx CD, or other secure	<p>Final Report in Microsoft Word shall contain, at a minimum, the following elements:</p> <ul style="list-style-type: none"> <li>Updates to Findings as appropriate</li> <li>Update with additional information / clarification as requested by DoIT</li> </ul> <p>Artifact will comply with PMI Methodology where applicable</p>	NTP+ 44 calendar days

ID #	Deliverable Description	Acceptance Criteria	Time of Performance (NTP + Calendar Days)  Note: Offeror may propose alternate dates based on industry expertise
	communication as agreed by TO Project/Contract Manager. This report shall also include any updates on follow-up questions and activities requested from DoIT. The IV&V Baseline Findings Report shall be submitted simultaneously to DoIT and all participating federal partners.		
2.7.1.8	<b>IV&amp;V Baseline Findings: Agency Presentation</b> - DoIT and the Agency shall be the audience for this presentation. The presentation shall be oral and accompanied by a Microsoft PowerPoint document. The PowerPoint file shall be submitted via secure communication. Secure communication can be in the form of a password protected SharePoint site, FedEx CD, or other secure communication as agreed by the TO Project/Contract Manager.	Presentation material in MS Power Point shall discuss, at a minimum, the following : <ul style="list-style-type: none"> <li>• Updated DoIT Presentation material with input from DoIT</li> <li>• Recommendations for next step including TEAM recommendation</li> </ul> The oral presentation shall be concise and delivered in person at the appropriate level for DoIT and Agency executive management.  All deliverable content shall comply with PMI standards where applicable.	NTP+ 58 calendar days
2.7.1.9	<b>Project Assessment Updates/Reports</b> - The TO Contractor shall provide project assessment updates and reports that summarize the results of their ongoing project monitoring and provide findings and recommendations for improvement of project management and processes. All IV&V Project Assessment Updates/Reports shall be submitted simultaneously to DoIT and all	The Project Assessment Updates/Reports shall contain the following sections: <ul style="list-style-type: none"> <li>• <b><u>Project Assessment</u></b> - document the results of the review and analysis activities listed above.</li> <li>• <b><u>Findings</u></b> - update previous reports concerning the project status, readdress the strengths and</li> </ul>	Monthly

ID #	Deliverable Description	Acceptance Criteria	Time of Performance (NTP + Calendar Days)  Note: Offeror may propose alternate dates based on industry expertise
	participating federal partners.	<p>deficiencies previously identified, and identify any new strengths or deficiencies. The findings will, at a minimum, address the following topics:</p> <ul style="list-style-type: none"> <li>i. Assessment of the overall DHS IT capability and ability to support the projects.</li> <li>ii. Technological, financial, human, and political/management resources and constraints.</li> <li>iii. Project planning and management.</li> <li>iv. Project organization, governance, management, and oversight.</li> <li>v. Project scope and objectives.</li> <li>vi. Project scheduling effectiveness and methodology for providing Earned Value Analysis to gauge project progress.</li> <li>vii. Risk and issue management.</li> <li>viii. Level of risk associated with proceeding to the next stage of the project.</li> </ul> <ul style="list-style-type: none"> <li>• <b>Recommendations</b> -will provide alternative approaches or solutions for correcting all current project deficiencies, as well as recommendations</li> </ul>	

ID #	Deliverable Description	Acceptance Criteria	Time of Performance (NTP + Calendar Days)  Note: Offeror may propose alternate dates based on industry expertise
		for addressing any risks, issues, or other impediments identified in the assessment.	
2.7.1.10	<b>IV&amp;V Project Financial Status Reports</b> – These reports shall be Microsoft Word and/or excel documents. The reports shall be submitted quarterly via e-mail attachment with “IV&V Financial Status Report” in the e-mail subject line. The reports shall detail the IV&V activities and expenditures of State and federal funding. Reports shall be submitted to the TO Project/Contract Manager.	Draft Report in Microsoft Excel shall contain, at a minimum, the following elements: <ul style="list-style-type: none"> <li>• All charges posted to the project account</li> <li>• All funding and expenditures against funding</li> <li>• Description of the methodology used to verify the costs</li> <li>• Description of the methodology used to verify accurate posting of the costs</li> <li>• Quarterly review and verification of postings. Yearly review of financial data sent to the Federal and State agencies for reimbursement of expenses.</li> <li>• Where applicable a table describing deficiencies with risk categorization, and corrective recommendations</li> </ul>	NTP+ 90 calendar days, monthly thereafter
2.7.1.11	<b>Progress Reports and Medicaid Eligibility and Enrollment Checklists</b> (provided simultaneously to DoIT and CMS, prepared in advance of milestone reviews with CMS, refer to TORFP Section 2.6.3)	Objectively illustrate the strengths and weaknesses of the project and provides recommendations for correcting any identified weaknesses. E&E IV&V Progress Reports are prepared in advance of milestone	Quarterly

ID #	Deliverable Description	Acceptance Criteria	Time of Performance (NTP + Calendar Days)  Note: Offeror may propose alternate dates based on industry expertise
		reviews with CMS.	
<b>IV&amp;V Part 1 - SNAPSHOT, Stage 2 (Optional Work Order)</b>			
2.7.1.12	<p><b>IV&amp;V Baseline TEAM Plan:</b> This plan shall be a Microsoft Word document submitted via secure communication. Secure communication can be in the form of a password protected SharePoint site, FedEx CD, or other secure communication as agreed by TO Project/Contract Manager.</p> <p>The TO Contractor shall obtain and incorporate input from the Agency in the plan as needed through one or more meeting(s) to formalize a plan. DoIT will facilitate the TEAM development by scheduling a meeting or meetings with Agency.</p>	<p>TEAM Plan in Microsoft Word shall contain, at a minimum, the following elements:</p> <ul style="list-style-type: none"> <li>• A table (Table A) of all risks and issues identified in the Baseline Report.</li> <li>• A table (Table B) of risks and issues that have been selected for corrective action. For each For each selected risk or issue, provide a Mitigation Plan that includes the following: <ul style="list-style-type: none"> <li>○ A description of the end-state that resolves the risk/issue;</li> <li>○ List of planned Agency and TO Contractor tasks and time frames to implement each recommended corrective action;</li> <li>○ Identification of the member of the MD THINK Project Team responsible for implementing the mitigation plan; and</li> <li>○ Identification of the member of the IV&amp;V team responsible for mentoring and monitoring the mitigation plan.</li> </ul> </li> </ul> <p>Artifacts will comply with PMI Methodology where applicable.</p>	NTP+ 72 calendar days

ID #	Deliverable Description	Acceptance Criteria	Time of Performance (NTP + Calendar Days)  Note: Offeror may propose alternate dates based on industry expertise
<b>IV&amp;V Part 1 - SNAPSHOT, Stage 3 (Optional Work Order)</b>			
2.7.1.13	<b>Three (3) Updated IV&amp;V TEAM Plans (Fixed Price):</b> The TO Contractor shall monitor the MD THINK project team progress against the TEAM Plan and provide an updated TEAM Plan describing that progress. The updated plan shall describe current risks and issues, and identify any new risks and issues added to the TEAM Plan.	<p>Updated IV&amp;V Team Plans shall contain at a minimum for the prior month the following information:</p> <ul style="list-style-type: none"> <li>• The status of each risk/issue included in Table B in the TEAM Plan including tasks completed, tasks planned, but not completed, and new tasks in progress;</li> <li>• Identification of any new issues/risks that TO Contractor recommends to be added to Table A of the TEAM Plan;</li> <li>• An updated risk assessment for all existing issues/risks in Table A and B;</li> <li>• Recommendations for issues/risks to either add or delete from Table B of the TEAM Plan;</li> <li>• Any other IV&amp;V related issues; and</li> <li>• A “Change History” table showing what was updated in each TEAM Plan iteration.</li> </ul>	Due between the first and fifth Business Day of the month.
2.7.1.14	<b>IV&amp;V TEAM Assistance (T&amp;M):</b> The TO Contractor shall provide assistance hours on a T&M basis toward implementing the TEAM Plan (Deliverable 2.7.1.12). Decisions on the number of assistance hours and services will be determined at TEAM planning meeting(s) with NTE hours defined in a Work Order.	<p>Updates to the proposed TO Contractor tasks and time frames for providing assistance shall be provided as part of Deliverable 2.7.1.13</p> <p>* Assistance may be on or off-site as determined by the TO Project/Contract Manager, and may include but not be limited to technical assistance, SDLC documentation writing / editing, training, coaching or</p>	Defined in Work Order



ID #	Deliverable Description	Acceptance Criteria	Time of Performance (NTP + Calendar Days)  Note: Offeror may propose alternate dates based on industry expertise
		mentoring on project management best practices, or other corrective action support tasks agreed to by the agency.	
2.7.1.15	<b>Monthly TEAM Meeting (Fixed Price):</b> This meeting will be held monthly, to discuss the Monthly IV&V Report with DoIT, the Executive Sponsor and the Project Manager.	The purpose of this meeting is to discuss the Monthly IV&V Report and to approve / disapprove any recommendations made by the TO Contractor.	Monthly within 7 calendar days of delivery of the Monthly IV&V Report.
2.7.1.16	<b>IV&amp;V TEAM Presentation (Fixed Price):</b> This presentation shall be a Microsoft PowerPoint document submitted via secure communication. Secure communication can be in the form of a password protected SharePoint site, FedEx CD, or other secure communication as agreed by TO Project/Contract Manager.	This presentation shall be printed in sufficient color hard copies for a DoIT and agency audience. The presentation shall be orally presented in person by the TO Contractor to DoIT and the agency, and shall provide an overview of the third IV&V TEAM Plan Updates (Deliverable 2.7.1.13).	Defined in Work Order
<b>IV&amp;V Part 2 – LIFECYCLE (Optional Work Order)</b>			
2.7.1.17	<b>Project Closure Report</b> - The report shall provide a discussion of project management capabilities and methodology; schedule management effectiveness and earned value measures; cost detail and budget management; management of risks and issues and their effect on the project outcome; and scope and deliverable management processes and efforts for the project. The report will also address the overall success of the project in meeting the business needs and objectives, and will include recommendations for improvement for future projects.	The report shall be in Microsoft Word and/or Excel format and shall include the following elements: <ul style="list-style-type: none"> <li>• Project assessment section detailing the management of the project.</li> <li>• Findings section including a summary of project findings, both positive and negative identifying deficiencies.</li> <li>• Recommendations section will contain suggestions, including alternative approaches or solutions, for improving project management and support on future projects.</li> </ul>	Defined in Work Order

ID #	Deliverable Description	Acceptance Criteria	Time of Performance (NTP + Calendar Days)  Note: Offeror may propose alternate dates based on industry expertise
2.7.1.18	<b>Solicitation and Procurement Documentation Reports</b> - The report shall be in Microsoft Word and/or Excel format. The TO Contractor shall perform a detailed review of all MD THINK solicitations, procurement, or contract documents.	The documents shall be reviewed and verify that, at a minimum, the evaluation criteria are clearly articulated and are consistent with project objectives, and that the obligations of the contractor, subcontractors, and external staff are clearly defined and aligned to facilitate success. The report shall include findings and recommendations for improving the solicitation, procurement, or contract documents.	Defined in Work Order
2.7.1.19	Project Deliverables and Review Reports - The TO Contractor shall conduct verification and validation reviews of the quality and completeness of MD THINK project deliverables.	The report, including findings and recommendations of the deliverable review.	Defined in Work Order
2.7.1.20	Additional IV&V services to assess implementations of other State agencies as the MD THINK platform utilization expands statewide.	Defined in Work Order	Defined in Work Order

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## 2.7.2 DELIVERABLE SUBMISSION

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

For every deliverable, the TO Contractor shall submit to the TO Project/Contract Manager, by e-mail, an Agency Deliverable Product Acceptance Form (DPAF), an example of which is provided on the DoIT web page here:

<http://doit.maryland.gov/contracts/Documents/CATSPPlus/CATS+DPAFSample.pdf>.

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

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

- B. For any written deliverable, the TO Project/Contract Manager may request a draft version of the deliverable, to comply with the minimum deliverable quality criteria listed in **Section 2.7.4 Minimum Deliverable Quality**. Drafts of each final deliverable, except status reports, are required at least two weeks in advance of when the final deliverables are due (with the exception of deliverables due at the beginning of the project where this lead time is not possible, or where draft delivery date is explicitly specified). Draft versions of a deliverable shall comply with the minimum deliverable quality criteria listed in **Section 2.7.4 Minimum Deliverable Quality**.

## 2.7.3 DELIVERABLE ACCEPTANCE

- A. A final deliverable shall satisfy the scope and requirements of this TORFP for that deliverable, including the quality and acceptance criteria for a final deliverable as defined in **Section 2.7.1 Deliverable Descriptions/Acceptance Criteria**.
- B. The TO Project/Contract Manager shall review a final deliverable to determine compliance with the acceptance criteria as defined for that deliverable. The TO Project/Contract Manager is responsible for coordinating comments and input from various team members and stakeholders. The TO Project/Contract Manager is responsible for providing clear guidance and direction to the TO Contractor in the event of divergent feedback from various team members.
- C. The TO Project/Contract Manager will issue to the TO Contractor a notice of acceptance or rejection of the deliverable in the DPAF (see online sample). Following the return of the DPAF indicating "Accepted" and signed by the TO Project/Contract Manager, the TO Contractor shall submit a proper invoice in accordance with the procedures in **Section 3.1**. The invoice must be accompanied by a copy of the executed DPAF or payment may be withheld.
- D. In the event of rejection, the TO Project/Contract Manager will formally communicate in writing any deliverable deficiencies or non-conformities to the TO Contractor, describing in those deficiencies what shall be corrected prior to acceptance of the deliverable in sufficient detail for the TO Contractor to address the deficiencies. The TO Contractor shall correct

deficiencies and resubmit the corrected deliverable for acceptance within the agreed-upon time period for correction.

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

#### **2.7.4 MINIMUM DELIVERABLE QUALITY**

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

Each deliverable shall meet the following minimum acceptance criteria:

- A. Be presented in a format appropriate for the subject matter and depth of discussion.
- B. Be organized in a manner that presents a logical flow of the deliverable's content.
- C. Represent 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.
- H. Must contain the date, author, and page numbers. When applicable for a deliverable, a revision table must be included.
- I. A draft written deliverable may contain limited structural errors such as incorrect punctuation, and shall represent a significant level of completeness toward the associated final written deliverable. The draft written deliverable shall otherwise comply with minimum deliverable quality criteria above.

#### **2.8 WORKSTATIONS, NETWORK CONNECTIVITY AND SOFTWARE**

Work stations, network connectivity and required software necessary for TO Contractor Personnel to complete the TORFP requirements will be addressed on an individual basis. The Agency will provide temporary work space as necessary for TO Contractor to conduct interviews and perform work as necessary when TO Contractor Personnel are on-site.

#### **2.9 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES**

The TO Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting Information Technology projects, which may be created or changed periodically. Offeror is required to review all applicable links provided below and state compliance in its response.

It is the responsibility of the TO Contractor to ensure adherence and to remain abreast of new or revised laws, regulations, policies, standards and guidelines affecting project execution. These include, but are not limited to:

- A. The State of Maryland System Development Life Cycle (SDLC) methodology at: [www.DoIT.maryland.gov](http://www.DoIT.maryland.gov) - keyword: SDLC
- B. The State of Maryland Information Technology Security Policy and Standards at: [www.DoIT.maryland.gov](http://www.DoIT.maryland.gov) - keyword: Security Policy
- C. The State of Maryland Information Technology Non-Visual Standards at: <http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx>
- D. The State of Maryland Information Technology Project Oversight at: <http://doit.maryland.gov/epmo/Pages/ProjectOversight.aspx>
- E. The TO Contractor shall follow project management methodologies consistent with the most recent edition of the Project Management Institute's *Project Management Body of Knowledge Guide*
- F. Health Information Privacy requirements -additional information available at <https://www.hhs.gov/hipaa/for-professionals/security/laws-regulations/> and <https://www.hhs.gov/hipaa/for-individuals/guidance-materials-for-consumers/>

## 2.10 CHANGE ORDERS

- A. If the TO Contractor is required to perform work beyond the scope 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 Project/Contract 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.
- B. No scope of work changes shall be performed until a change order is approved by DoIT and executed by the TO Procurement Officer.

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## 3 TO CONTRACTOR REQUIREMENTS: GENERAL

### 3.1 INVOICING

#### 3.1.1 DEFINITIONS

- A. “Proper Invoice” means a bill, written document, or electronic transmission, readable by the agency, provided by a vendor requesting an amount that is due and payable by law under a written procurement contract for property received or services rendered that meets the requirements of COMAR 21.06.09.02.
- B. “Late Payment” means any amount that is due and payable by law under a written procurement contract, without deferral, delay, or set-off under COMAR 21.02.07.03, and remains unpaid more than 45 days after an agency receives a Proper Invoice.
- C. “Payment” includes all required processing and authorization by the Comptroller of the Treasury, as provided under COMAR 21.02.07, and may be deferred, delayed, or set-off as applicable under COMAR 21.02.07.03.

#### 3.1.2 GENERAL

- A. Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS+ Master Contract.
- B. The TO Contractor shall e-mail the original of each invoice and signed authorization to invoice to the TO Project/Contract Manager.
- C. All invoices for services shall be verified by the TO Contractor as accurate at the time of submission.
- D. Invoices submitted without the required information cannot be processed for payment. A Proper Invoice, required as Payment documentation, must include the following information, without error:
  - 1. TO Contractor name and address
  - 2. Remittance address
  - 3. Federal taxpayer identification (FEIN) number, social security number, as appropriate
  - 4. Invoice period (i.e. time period during which services covered by invoice were performed)
  - 5. Invoice date
  - 6. Invoice number
  - 7. State assigned TO Agreement number
  - 8. State assigned (Blanket) Purchase Order number(s)
  - 9. Services provided
  - 10. Amount due
  - 11. Any additional documentation required by regulation or the Task Order
- E. Invoices that contain both fixed price and time and material items shall clearly identify the items as either fixed price or time and material billing.
- F. DoIT reserves the right to reduce or withhold Task Order payment in the event the TO Contractor does not provide all required deliverables within the time frame specified in the Task Order or otherwise breaches the terms and conditions of the Task Order until such time as the TO Contractor brings itself into full compliance with the Task Order.

- G. Any action on the part of DoIT, or dispute of action by the TO Contractor, shall be in accordance with the provisions of Md. Code Ann., State Finance and Procurement Article §§ 15-215 through 15-223 and with COMAR 21.10.04.
- H. The State is generally exempt from federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes and transportation taxes. The TO Contractor; however, is not exempt from such sales and use taxes and may be liable for the same.
- I. Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

### 3.1.3 INVOICE SUBMISSION SCHEDULE

The TO Contractor shall submit invoices in accordance with the following schedule:

- A. For items of work for which there is one-time pricing (see **Attachment B** – TO Financial Proposal Form) those items shall be billed in the month following the acceptance of the work by the DoIT.
- B. Invoices shall be submitted monthly and within 30 days of delivery of goods and services unless otherwise accepted in the TO Proposal or Work Order response.

### 3.1.4 DELIVERABLE INVOICING

- A. Deliverable invoices shall be accompanied by notice(s) of acceptance issued by the State for all invoices submitted for payment. Payment of invoices will be withheld if a signed DPAF is not submitted (see online example at <http://doit.maryland.gov/contracts/Documents/CATSPlus/CATS+DPAFSample.pdf>).
- B. Payment for deliverables will only be made upon completion and acceptance of the deliverables as defined in **Section 2.7.3**.

### 3.1.5 T&M INVOICING

- A. T&M invoices shall be accompanied by notice(s) of acceptance issued by the State for all invoices submitted for payment. Include for each resource 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 Project/Contract Manager.
- B. Time Sheet Reporting

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

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

- 1) Title: “Time Sheet for IV&V MD THINK
- 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.



- c) Tasks completed that week and the associated deliverable names and ID#s
  - d) Number of hours worked each day
  - e) Total number of hours worked that Period
  - f) Period variance above or below 40 hours
  - g) Annual number of hours planned under the Task Order
  - h) Annual number of hours worked to date
  - i) Balance of hours remaining
  - j) Annual variance to date (Sum of periodic variances)
- 4) Signature and date lines for the TO Project/Contract Manager
  - 5) Time sheets shall be submitted to the TO Project/Contract Manager prior to invoicing. The TO Project/Contract Manager shall sign the timesheet to indicate authorization to invoice.

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

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

**3.1.7 TRAVEL REIMBURSEMENT**

- A. There shall be no reimbursement for Routine Travel. TO Contractor shall not be reimbursed for Non-Routine Travel without prior TO Project/Contract Manager approval.
- B. Routine Travel is defined as travel within a 50-mile radius of the DHS base location, as identified in the TORFP, or the TO Contractor's facility, whichever is closer to the consulting site. There will be no payment for labor hours for travel time or reimbursement for any travel expenses for work performed within these radiuses or at the TO Contractor's facility.
- C. Non-routine Travel is defined as travel beyond the 50-mile radius of the DHS base location, as identified in the TORFP, or the TO Contractor's facility, whichever is closer to the consulting site. Non-routine travel will be reimbursed according to the State's travel regulations and reimbursement rates, which can be found at: <http://www.dbm.maryland.gov/Pages/FleetManagementServices.aspx>. If non-routine travel is conducted by automobile, the first 50 miles of such travel will be treated as routine travel



and as described in TORFP Section 3.1.7.A, and will not be reimbursed. The TO Contractor may bill for labor hours expended in non-routine traveling beyond the identified 50-mile radius, only if so specified in the TORFP or Work Order.

### 3.1.8 RETAINAGE

This solicitation does not require retainage.

## 3.2 MBE LIQUIDATED DAMAGES

MBE liquidated damages will be identified in **Attachment M**.

## 3.3 INSURANCE REQUIREMENTS

- 3.3.1 Offeror shall confirm that, as of the date of its proposal, the insurance policies incorporated into its Master Contract are still current and effective at the required levels (refer to the CATS+ RFP 060B2490023-2016, Section 2.7 Insurance Requirements <http://doit.maryland.gov/contracts/Documents/CATSPPlus2016/060B2490023-2016CATSPPlus2016RFP.pdf>.)
- 3.3.2 The Offeror shall also confirm that any insurance policies intended to satisfy the requirements of this TORFP are issued by a company that is licensed to do business in the State of Maryland.
- 3.3.3 The recommended awardee must provide a certificate(s) of insurance with the prescribed coverages, limits and requirements set forth in this **Section 3.3 “Insurance Requirements”** 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 Project/Contract Manager.

## 3.4 SECURITY REQUIREMENTS

### 3.4.1 EMPLOYEE IDENTIFICATION

- A. TO Contractor Personnel shall display his or her company ID badge in a visible location at all times while on State premises. Upon request of authorized State personnel, each such TO Contractor Personnel shall provide additional photo identification.
- B. TO Contractor Personnel shall cooperate with State site requirements, including but not limited to, being prepared to be escorted at all times, and providing information for State badge issuance.
- C. TO Contractor shall remove any TO Contractor Personnel from working on the Task Order where the State determines, in its sole discretion, that said TO Contractor Personnel has not adhered to the Security requirements specified herein.
- D. 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 Task Order.
- E. Unless otherwise specified, 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.

### 3.4.2 SECURITY CLEARANCE / CRIMINAL BACKGROUND CHECKS

- A. The TO Contractor shall obtain from all TO Contractor Personnel assigned to work on the Task Order a signed statement permitting a criminal background check. Prior to commencement of work, the TO Contractor shall secure at its own expense the following type of national criminal history record check and provide the TO Contract Manager with completed checks on such TO Contractor Personnel prior to assignment:
  - 1. A national criminal history record check. This check may be performed by a public or private entity. The State reserves the right to require, when allowed, a fingerprint-based Maryland and/or FBI Criminal Justice Information System criminal history record check.
- B. At a minimum, these background checks must include all convictions and probation before judgment (PBJ) dispositions. The TO Contractor may not assign an individual whose background check reflects any criminal activity to work under this Task Order unless prior written approval is obtained from the TO Project/Contract Manager.
- C. 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.
- D. 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.
- E. TO Contractor shall complete a criminal background check prior to any individual TO Contractor Personnel being assigned work on the project. TO Contractor shall provide a Criminal Background Check Affidavit (**Appendix 5**) prior to any work commencing on the Task Order.

### 3.4.3 ON-SITE SECURITY REQUIREMENTS

- A. For the conditions noted below, TO Contractor Personnel may be barred from entrance or leaving any site until such time that the State's conditions and queries are satisfied.
  - 1) TO Contractor Personnel may be subject to random security checks when entering and leaving State secured areas. The State reserves the right to require TO Contractor Personnel to be accompanied while in secured premises.
  - 2) Some State sites, especially those premises of the Department of Public Safety and Correctional Services, require each person entering the premises to document and inventory items (such as tools and equipment) being brought onto the site, and to submit to a physical search of his or her person. Therefore, TO Contractor Personnel shall always have available an inventory list of tools being brought onto a site and be prepared to present the inventory list to the State staff or an officer upon arrival for review, as well as present the tools or equipment for inspection. Before leaving the site, the TO Contractor Personnel will again present the inventory list and the tools or equipment for inspection. Upon both entering the site and leaving the site, State staff or a correctional or police officer may search TO Contractor Personnel. Depending upon facility rules, specific tools or personal items may be prohibited from being brought into the facility.
- B. Any TO Contractor Personnel who enters the premises of a facility under the jurisdiction of the DHS may be searched, fingerprinted (for the purpose of a criminal history background check), photographed and required to wear an identification card.

- C. Further, TO Contractor Personnel shall not violate Md. Code Ann., Criminal Law Art. Section 9-410 through 9-417 and such other security policies of the agency that controls the facility to which the TO Contractor Personnel seeks access. The failure of any of the TO Contractor Personnel to comply with any provision of the TO Agreement is sufficient grounds for the State to immediately terminate the TO Agreement for default.

### 3.5 PERFORMANCE AND PERSONNEL

#### 3.5.1 ROLES AND RESPONSIBILITIES

Personnel roles and responsibilities under the Task Order:

- A. **TO Procurement Officer** – The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement.
- B. **TO Project/Contract Manager** - The TO Project/Contract 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 Project/Contract Manager will assign tasks to the personnel provided under this TORFP and will track and monitor the work being performed through the monthly accounting of hours' deliverable for work types; actual work produced will be reconciled with the hours reported.
- C. **TO Contractor** – The TO Contractor is the CATS+ Master Contractor awarded this Task Order. The TO Contractor shall provide human resources as necessary to perform the services described in this TORFP Scope of Work.
- D. **TO Contractor Manager** – The TO Contractor Manager will serve as primary point of contact with the TO Project/Contract 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 Project/Contract Manager and the senior TO Contractor management.
- E. **TO Contractor Personnel** – Any official, employee, agent, Subcontractor, or Subcontractor agents of the TO Contractor who is involved with the Task Order over the course of the Task Order period of performance.
- F. **Key Personnel** – A subset of TO Contractor Personnel whose departure during the performance period, will, in the State's opinion, have a substantial negative impact on Task Order performance. Key Personnel proposed as part of the TO Proposal shall start as of TO Agreement issuance unless specified otherwise in this TORFP or the Offeror's TO Technical Proposal. Key Personnel may be identified after Task Order award.

### 3.6 OFFEROR EXPERIENCE

Offerors must provide documentation in the TO Proposal that their organization has previous experience with providing IV&V services on projects of comparable size and complexity as the MD THINK project and propose a team of resources with the following experience:

- A. Seasoned, demonstrable, extensive experience in large-scale IT projects in a number of state government environments.

- B. Demonstrable experience performing IV&V activities on large-scale IT projects in a number of state government environments.
- C. Demonstrable experience with systems development and IV&V methodologies and best practices.
- D. Experience in providing independent and objective third-party reviews of projects with the intent of protecting the state's interests.
- E. Experience in conducting an IV&V to provide documented evaluations and assessments throughout the project lifecycle.
- F. Expertise in the review and analysis of the artifacts and deliverables to evaluate the effectiveness of project management and systems development processes, methodologies, and execution.
- G. Experience with industry standard best practices and methodology in risk and issue analysis and management.
- H. Proficiency in guidance and training related to industry-standard best practices and methodologies in project management and systems development.
- I. Experience with industry-standard best practices regarding quality principles and techniques.

### 3.7 TO CONTRACTOR KEY PERSONNEL QUALIFICATIONS

Offerors must include a resume with the experience and skills of the personnel proposed. All proposed personnel will be considered Key. In addition to providing resumes for all personnel, each proposal for IV&V services must also specify by name, the position descriptions, titles, and areas of responsibility of the IV&V personnel who actually will work on the project.

The following Key Personnel proposed under this TORFP and any proposed personnel in response to a Work Order must meet all minimum qualifications for the labor category proposed, as identified in the CATS + Master Contract Section 2.10. Resumes shall clearly outline starting dates and ending dates for each applicable experience or skill. Refer to CATS+ Master Contract Section 2.10 at <http://doit.maryland.gov/contracts/Documents/CATSPPlus2016/060B2490023-2016CATSPPlus2016RFP.pdf> for examples of duties for the Key Personnel and the required education, general and specialized experience.

#### 3.7.1 TO CONTRACTOR IV&V PROJECT MANAGER

The TO Contractor IV&V Project Manager (PM) must be a certified Project Management Professional (PMP) and must have experience leading an IV&V project of comparable size and complexity. The IV&V PM must have extensive experience with IV&V methodologies and industry-standard best practices in project management and system development. The IV&V PM will have exceptional organizational, communication, and leadership skills and must be available to present executive project presentations to multiple levels of project and leadership and to other government executives.

Any training and certifications in relevant areas should be detailed in the resume such as Project Management Professional (PMP), American Society for Quality (ASQ), Certified Quality Auditor (CQA), Professional Risk Management (PRM), and Certified Information Systems Auditor (CISA), **Certified SCRUM Master in addition to any agile certifications.**

#### 3.7.2 SUBSTITUTION OF EDUCATION FOR EXPERIENCE

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

### 3.7.3 SUBSTITUTION OF EXPERIENCE FOR EDUCATION

- A. Substitution of experience for education may be permitted at the discretion of the State.
- B. Substitution of Professional Certificates for Experience:
- C. Professional certification (e.g., Microsoft Certified Solutions Expert, SQL Certified Database Administrator) may be substituted for up to two (2) years for general and specialized experience at the discretion of the State.

### 3.7.4 CERTIFICATIONS

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

## 3.8 WORK HOURS

- A. Business Hours Support: TO Contractor shall assign TO Contractor Personnel to support Normal State Business Hours (see definition in **TORFP Appendix 1**).
- B. TO Contractor Personnel may also be required to provide occasional support outside of normal State Business Hours. Hours performing activities would be billed on an actual time worked basis at the rates proposed.
- C. State-Mandated Closings: TO Contractor Personnel shall be required to participate in any State-mandated closings. In this event, the TO Contractor will be notified in writing by the TO Project/Contract Manager of these details.
- D. Minimum and Maximum Hours: Full-time TO Contractor Personnel shall work 40 hours per week with starting and ending times as approved by the TO Project/Contract Manager. A flexible work schedule may be used with TO Project/Contract 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 Project/Contract Manager at least two weeks in advance. The TO Project/Contract 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.

## 3.9 SUBSTITUTION OF PERSONNEL

### 3.9.1 DIRECTED PERSONNEL REPLACEMENT

- A. The TO Project/Contract Manager may direct the TO Contractor to replace any TO Contractor Personnel who, in the sole discretion of the TO Project/Contract 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, Contract, or Task Order requirement.
- B. If deemed appropriate in the discretion of the TO Project/Contract Manager, the TO Project/Contract Manager shall give written notice of any TO Contractor Personnel performance issues to the TO Contractor, describing the problem and delineating the remediation requirement(s). The TO Contractor shall provide a written Remediation Plan within three (3) days of the date of the notice. If the TO Project/Contract Manager rejects

the Remediation Plan, the TO Contractor shall revise and resubmit the plan to the TO Project/Contract Manager within five (5) days of the rejection, or in the timeframe set forth by the TO Project/Contract Manager in writing. Once a Remediation Plan has been accepted in writing by the TO Project/Contract Manager, the TO Contractor shall immediately implement the Remediation Plan.

- C. Should performance issues persist despite the approved Remediation Plan, the TO Project/Contract Manager will give written notice of the continuing performance issues and either request a new Remediation Plan within a specified time limit or direct the removal and replacement of the TO Contractor Personnel whose performance is at issue. A request for a new Remediation Plan will follow the procedure described in **Section 3.9.1.B**.
- D. In circumstances of directed removal, the TO Contractor shall provide a suitable replacement for TO Project/Contract 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 Project/Contract Manager in the event of a removal on less than fifteen days' notice
- E. Normally, a directed personnel replacement will occur only after prior notification of problems with requested remediation, as described above. However, the TO Project/Contract Manager reserves the right to direct immediate personnel replacement without utilizing the remediation procedure described above.
- F. Replacement or substitution of TO Contractor Personnel under this section shall be in addition to, and not in lieu of, the State's remedies under the Task Order or which otherwise may be available at law or in equity.

### **3.9.2 SUBSTITUTION PRIOR TO AND 30 DAYS AFTER TASK ORDER EXECUTION**

- A. Prior to Task Order Execution or within thirty (30) days after Task Order Execution, the Offeror may substitute proposed Key Personnel only under the following circumstances: vacancy occurs due to the sudden termination, resignation, or approved leave of absence due to an *Extraordinary Personnel Event*, or death of such personnel. To qualify for such substitution, the Offeror must describe to the State's satisfaction the event necessitating substitution and must demonstrate that the originally proposed personnel are actual full-time direct employees with the Offeror (subcontractors, temporary staff or 1099 contractors do not qualify). Proposed substitutions shall be of equal caliber or higher, in the State's sole discretion. Proposed substitutes deemed by the State to be less qualified than the originally proposed individual may be grounds for pre-award disqualification or post-award termination.
- B. An *Extraordinary Personnel Event* – means Leave under the Family Medical Leave Act; an incapacitating injury or incapacitating illness; or other circumstances that in the sole discretion of the State warrant an extended leave of absence, such as extended jury duty or extended military service.

### **3.9.3 SUBSTITUTION MORE THAN 30 DAYS AFTER TASK ORDER EXECUTION**

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

- A. The TO Contractor may not substitute personnel without the prior approval of the TO Project/Contract Manager.



- B. To replace any personnel, the TO Contractor shall submit resumes of the proposed individual specifying the intended approved labor category. Any proposed substitute personnel shall have qualifications equal to or better than those of the replaced personnel.
- C. Proposed substitute individual shall be approved by the TO Project/Contract Manager. The TO Project/Contract 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 Project/Contract Manager shall notify the TO Contractor of acceptance or denial of the requested substitution. If no acceptable substitute personnel is proposed within the time frame established by the TO Project/Contract Manager, the TO Agreement may be cancelled.

### 3.10 MINORITY BUSINESS ENTERPRISE (MBE) REPORTS

#### 3.10.1 MBE PARTICIPATION REPORTS

DoIT will monitor both the TO Contractor's efforts to achieve the MBE participation goal and compliance with reporting requirements. Monthly reporting of MBE participation is required in accordance with the terms and conditions of the CATS+ Master Contract.

- A. The TO Contractor shall submit the following reports by the 15th of each month to DoIT at the same time the invoice copy is sent:
  - 1) A Prime Contractor Paid/Unpaid MBE Invoice Report (Attachment D-4A) listing any unpaid invoices, over 45 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made; and
  - 2) (If Applicable) An MBE Prime Contractor Report (Attachment D-4B) identifying an MBE prime's self-performing work to be counted towards the MBE participation goals.
- B. The TO Contractor shall ensure that each MBE subcontractor provides a completed Subcontractor Paid/Unpaid MBE Invoice Report (**Attachment D-5**) by the 15<sup>th</sup> of each month.
- C. Subcontractor reporting shall be sent directly from the subcontractor to DoIT. The TO Contractor shall e-mail all completed forms, copies of invoices and checks paid to the MBE directly to the TO Project/Contract Manager.

### 3.11 VETERAN SMALL BUSINESS ENTERPRISE (VSBE) REPORTS

There is no VSBE Goal for this Task Order.

### 3.12 WORK ORDERS

- A. Additional services and resources will be provided by the TO Contractor via a Work Order process. Work shall not begin in advance of a fully executed Work Order. A Work Order may be issued for either fixed price or T&M pricing. T&M Work Orders will be issued in accordance with pre-approved Labor Categories with the fully loaded rates proposed in **Attachment B** to the TO Contractor to provide services or resources that are within the scope of this TORFP. The Work Order Request will include:
  - 1) Technical requirements and description of the service or resources needed
  - 2) Performance objectives and/or deliverables

- 3) Due date and time for submitting a response to the request
  - 4) Required place(s) where work must be performed
- B. The TO Contractor shall e-mail a response to the TO Project/Contract Manager within the specified time and include at a minimum:
- 1) A response that details the TO Contractor's understanding of the work;
  - 2) A price to complete the Work Order request using the format provided using the format provided (see online sample).
  - 3) A description of proposed resources required to perform the requested tasks, with labor categories listed in accordance with Attachment B.
  - 4) An explanation of how tasks shall be completed. This description shall include proposed subcontractors and related tasks.
  - 5) State-furnished information, work site, and/or access to equipment, facilities, or personnel
  - 6) The proposed personnel resources, including any subcontractor personnel, to complete the task.
- C. For a T&M Work Order, the TO Project/Contract Manager will review the response and will confirm the proposed labor rates are consistent with this TORFP. For a fixed price Work Order, the TO Project/Contract Manager will review the response and will confirm the proposed prices are acceptable.
- D. The TO Project/Contract Manager may contact the TO Contractor to obtain additional information, clarification or revision to the Work Order, and will provide the Work Order to the TO Procurement Officer for a determination of compliance with the TO Agreement and a determination whether a change order is appropriate. Written TO Procurement Officer approval is required before Work Order execution by the State.
- E. Proposed personnel on any type of Work Order shall be subject to DoIT's approval. The TO Contractor shall furnish resumes of proposed personnel specifying the labor category(ies) proposed. The TO Project/Contract 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.
- F. Performance of services under a Work Order shall commence consistent with an NTP issued by the TO Project/Contract Manager for such Work Order.

### **3.13 ADDITIONAL CLAUSES**

The TO Contractor shall be subject to the requirements in this section and shall flow down the provisions of TORFP Sections 3.13.1 – 3.13.2 (or the substance thereof) in all subcontracts.

#### **3.13.1 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES**

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



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

### **3.13.2 NO-COST EXTENSIONS**

In the event there are unspent funds remaining on the TO Agreement, prior to the TO's expiration date the TO Procurement Officer may modify the TO Agreement to extend the TO Agreement beyond its expiration date for the performance of work within the TO's scope of work. Notwithstanding anything to the contrary, no funds may be added to the TO Agreement in connection with any such extension.

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## 4 TORFP INSTRUCTIONS

### 4.1 TO PRE-PROPOSAL CONFERENCE

- 4.1.1 A TO pre-proposal conference (Conference) will be held at the date, time, and location indicated on the Key Information Summary Sheet.
- 4.1.2 Attendance at the Conference is not mandatory, but all interested parties are encouraged to attend in order to facilitate better preparation of their proposals.
- 4.1.3 Following the Conference, the attendance record and summary of the Conference will be distributed via e-mail to all Master Contractors known to have received a copy of this TORFP.
- 4.1.4 Attendees should bring a copy of the solicitation and a business card to help facilitate the sign-in process.
- 4.1.5 In order to assure adequate seating and other accommodations at the Conference, please e-mail the Pre-Proposal Conference Response Form (**Attachment A**) no later than the time and date indicated on the form. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, please notify the TO Procurement Officer at least five (5) business days prior to the Conference date. The TO Procurement Officer will make a reasonable effort to provide such special accommodation.

### 4.2 QUESTIONS

- 4.2.1 All questions shall identify in the subject line the Solicitation Number and Title (Independent Verification and Validation (IV&V) – MD THINK, F50B8400008), and shall be submitted in writing via e-mail to the TO Procurement Officer no later than the date and time specified the Key Information Summary Sheet.
- 4.2.2 Answers to all questions that are not clearly specific only to the requestor will be provided to all Master Contractors who are known to have received a copy of the TORFP.
- 4.2.3 The statements and interpretations contained in responses to any questions, whether responded to verbally or in writing, are not binding on the Department unless it issues an amendment in writing.

### 4.3 TO PROPOSAL DUE (CLOSING) DATE AND TIME

- 4.3.1 TO Proposals, in the number and form set forth in **Section 5 TO Proposal Format**, must be received by the TO Procurement Officer no later than the TO Proposal due date and time indicated on the Key Information Summary Sheet in order to be considered.
- 4.3.2 Requests for extension of this date or time shall not be granted.
- 4.3.3 Offerors submitting TO Proposals should allow sufficient delivery time to ensure timely receipt by the TO Procurement Officer. Except as provided in COMAR 21.05.03.02.F and 21.05.02.10, TO Proposals received after the due date and time listed in the Key Information Summary Sheet will not be considered.
- 4.3.4 The date and time of an e-mail submission is determined by the date and time of arrival in the e-mail address indicated on the Key Information Summary Sheet.

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

#### 4.4 AWARD BASIS

Based upon an evaluation of TO Proposal responses as provided in **Section 6.4**, below, a Master Contractor will be selected to conduct the work defined in the TORFP. A specific TO Agreement, **Attachment M**, will then be entered into between the State and the selected Master Contractor, which will bind the selected Master Contractor (TO Contractor) to the contents of its TO Proposal, including the TO Financial Proposal.

#### 4.5 ORAL PRESENTATION

- 4.5.1 Offerors and proposed TO Contractor Personnel will be required to make an oral presentation to State representatives. Offerors must confirm in writing any substantive oral clarification of, or change in, their Proposals made in the course of discussions. Any such written clarifications or changes then become part of the Master Contractor's TO Proposal. The TO Procurement Officer will notify Offerors of the time and place of oral presentations.

#### 4.6 LIMITATION OF LIABILITY

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

#### 4.7 MBE PARTICIPATION GOAL

- 4.7.1 A Master Contractor that responds to this TORFP shall complete, sign, and submit all required MBE documentation at the time of TO Proposal submission (See **Attachment D** Minority Business Enterprise Forms). **Failure of the Master Contractor to complete, sign, and submit all required MBE documentation at the time of TO Proposal submission will result in the State's rejection of the Master Contractor's TO Proposal.**
- 4.7.2 In 2014, Maryland adopted new regulations as part of its Minority Business Enterprise (MBE) program concerning MBE primes. Those new regulations, which became effective June 9, 2014 and are being applied to this task order, provide that when a certified MBE firm participates as a prime contractor on a contract, an agency may count the distinct, clearly defined portion of the work of the contract that the certified MBE firm performs with its own forces toward fulfilling up to fifty-percent (50%) of the MBE participation goal (overall) and up to one hundred percent (100%) of not more than one of the MBE participation subgoals, if any, established for the contract. Please see the attached MBE forms and instructions.

#### 4.8 VSBE GOAL

There is no VSBE participation goal for this procurement.

#### 4.9 LIVING WAGE REQUIREMENTS

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

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

#### 4.10 FEDERAL FUNDING ACKNOWLEDGEMENT

- a) There are programmatic conditions that apply to this TO Agreement due to federal funding (see **Attachment G**).
  - b) The total amount of federal funds appropriated for DHR is \$1.828 billion for Maryland State Fiscal Year 2018. Of this 3.57% of all funds is budgeted for OTHS in that fiscal year. This does not necessarily represent the amount of funding available for any particular grant, contract, or solicitation.
- 4.10.1 The source of these federal funds is State Administrative Matching Grants for the Supplemental Nutrition Assistance Program (CFDA 10.561), Foster Care – Title IV-E (CFDA 93.658), Child Support Enforcement – Title IV-D (CFDA 93.563), Temporary Assistance for Needy Families Block Grant (CFDA 93.558) and Medical Assistance Program (CFDA 93.778). The conditions that apply to all federal funds awarded by the Department or Agency are contained in Federal Funds Attachment G. Any additional conditions that apply to this particular federally-funded contract are contained as supplements to Federal Funds Attachment G and Offerors are to complete and submit these Attachments with their TO Proposal as instructed in the Attachments. Acceptance of this agreement indicates the Offeror's intent to comply with all conditions, which are part of the Contract.

#### 4.11 CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

- 4.11.1 Offerors shall complete and sign the Conflict of Interest Affidavit and Disclosure (**Attachment H**) and submit it with their Proposals. All Offerors are advised that if a TO Agreement is awarded as a result of this solicitation, the TO Contractor's Personnel who perform or control work under this TO Agreement and each of the participating subcontractor personnel who perform or control work under this TO Agreement shall be required to complete agreements substantially similar to **Attachment H**, conflict of interest Affidavit and Disclosure.
- 4.11.2 If the TO Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the TO Procurement Officer may reject an Offeror's TO Proposal under COMAR 21.06.02.03B.

Any TO Contractor (and its subcontractors) serving in the role of IV&V service contractor/provider to the State MD THINK Project is prohibited from soliciting, proposing, or being awarded any project management, quality assurance, software design, development, or other manner of planning, design, development, or implementation phase activity on the MD THINK Project for which these IV&V services are being procured.

This exclusion is executed in accordance with federal regulations at 45 CFR 95.626, which require that this IV&V effort "... be conducted by an entity that is independent from the State (unless the State receives an exception from the CMS/HHS)."

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

- 4.11.3 For purposes of clarity, the Center for Medicaid and CHIP Services (CMCS) defines "the State" in the above regulatory citation as being a state's IT project, and the umbrella agency or

department. The primary purpose of this exclusion is to ensure that the IV&V service provider avoids any real or perceived conflicts of interest. For federal purposes, the scope of IV&V includes planning, management, and other programmatic activities in conformance with the term's usage in federal regulations at 45 CFR 95.626.

Independent V&V is the set of verification and validation activities performed by an agency not under the control of the organization developing the software. IV&V services must be provided and managed by an organization that is technically and managerially independent of the subject software development project. This independence takes two mandatory forms.

First, technical independence requires that the IV&V services provider organization, its personnel, and subcontractors are not and have not been involved in the software development or implementation effort or in the project's initial planning and/or subsequent design. Technical independence helps ensure that IV&V review reports are free of personal or professional bias, posturing, or gold plating.

Second, managerial independence is required to make certain that the IV&V effort is provided by an organization that is departmentally and hierarchically separate from the software development and program management organizations. Managerial independence helps ensure that the IV&V service provider can deliver findings and recommendations to state and federal executive leadership and management without restriction, fear of retaliation, or coercion (e.g., reports being subject to prior review or approval from the development group before release to outside entities, such as the federal government).

- 4.11.4 By submitting a Conflict of Interest Affidavit and Disclosure, the Offeror shall be construed as certifying all TO Contractor Personnel and Subcontractors are also without a conflict of interest as defined in COMAR 21.05.08.08A.

## **4.12 NON-DISCLOSURE AGREEMENT**

### **4.12.1 NON-DISCLOSURE AGREEMENT (OFFEROR)**

Certain documentation may be available for potential Offerors to review at a reading room (location to be determined). Offerors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of **Appendix 4**. Please contact the TO Procurement Officer to schedule an appointment.

### **4.12.2 NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)**

All Offerors are advised that this solicitation and any TO Agreement(s) are subject to the terms of the Non-Disclosure Agreement (NDA) contained in this solicitation as **Attachment I**. This Agreement must be provided within five (5) Business Days of notification of recommended award; however, to expedite processing, it is suggested that this document be completed and submitted with the TO Proposal.

## **4.13 HIPAA - BUSINESS ASSOCIATE AGREEMENT**

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

## **4.14 IRANIAN NON-INVESTMENT**

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

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#### **4.15 MERCURY AND PRODUCTS THAT CONTAIN MERCURY**

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

#### **4.16 LOCATION OF THE PERFORMANCE OF SERVICES DISCLOSURE**

This solicitation does not require a Location of the Performance of Services Disclosure.

#### **4.17 DEPARTMENT OF HUMAN SERVICES (DHS) HIRING AGREEMENT**

This solicitation does not require a DHS Hiring Agreement.

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## 5 TO PROPOSAL FORMAT

### 5.1 REQUIRED RESPONSE

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

### 5.2 TWO PART SUBMISSION

Offerors shall submit TO Proposals in separate volumes:

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

### 5.3 TO PROPOSAL PACKAGING AND DELIVERY

5.3.1 TO Proposals delivered by facsimile shall not be considered.

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

5.3.3 Offerors may submit TO Proposals by electronic means as described.

- A. Electronic means includes e-mail to the TO Procurement Officer address listed on the Key Information Summary Sheet.
- B. An Offeror wishing to deliver a hard copy (paper) TO Proposal shall contact the TO Procurement Officer for instructions.

#### 5.3.4 E-MAIL SUBMISSIONS

- A. All TO Proposal e-mails shall be sent with password protection.
- B. The TO Procurement Officer will not accept submissions after the date and exact time stated in the Key Information Summary Sheet. The date and time of submission is determined by the date and time of arrival in the TO Procurement Officer's e-mail box. Time stamps on outgoing email from Master TO Contractors shall not be accepted. Requests for extension of this date or time will not be granted. Except as provided in COMAR 21.05.03.02F, TO Proposals received by the TO Procurement Officer after the due date will not be considered.
- C. The State has established the following procedure to restrict access to TO Proposals received electronically: all TO Technical and TO Financial Proposals must be password protected, and the password for the TO TECHNICAL PROPOSAL must be different from the password for the TO Financial Proposal. Offerors will provide these two passwords to the DoIT TO Procurement Officer upon request or their TO Proposal will be deemed not susceptible for award. Subsequent submissions of TO Proposal content will not be allowed.
- D. The TO Procurement Officer will only contact those Offerors with TO Proposals that are reasonably susceptible for award.



- E. TO Proposals submitted via e-mail must not exceed 10 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 below.
- F. The e-mail submission subject line shall state the TORFP #F50B840008 and either “Technical” or “Financial.”

### 5.3.5 TWO PART SUBMISSION:

- A. TO Technical Proposal consisting of:
  - 1) TO Technical Proposal and all supporting material in Microsoft Word format, version 2007 or greater
  - 2) the TO Technical Proposal in searchable Adobe PDF format
- B. TO Financial Proposal consisting of:
  - 1) TO Financial Proposal and all supporting material in excel format
  - 2) the TO Financial Proposal in searchable Adobe PDF format

## 5.4 VOLUME I - TO TECHNICAL PROPOSAL

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

- 5.4.1 In addition to the instructions below, responses in the Offeror’s TO Technical Proposal shall reference the organization and numbering of Sections in the TORFP (e.g., “Section 2.2.1 Response . . . ; “Section 2.2.2 Response . . .”). All pages of both TO Proposal volumes shall be consecutively numbered from beginning (Page 1) to end (Page “x”).
- 5.4.2 The TO Technical Proposal shall include the following documents and information in the order specified as follows:
  - A. Proposed Services:
    - 1) Executive Summary: A one-page summary describing the Offeror’s understanding of the requirements of the TORFP 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 TORFP Sections 2 through 3.
    - 3) Draft Work Breakdown Structure (WBS): A matrix or table that shows a breakdown of the tasks required to complete the requirements and deliverables in TORFP Sections 2 through 3. The WBS should reflect the chronology of tasks without assigning specific time frames or start / completion dates. The WBS may include tasks to be performed by the State or third parties, for example, independent quality assurance tasks.
    - 4) Draft Project or Work Schedule: A Gantt or similar chart containing tasks and estimated time frames for completing the requirements and deliverables in TORFP Sections 2 through 3. The final schedule should come later as a deliverable under the TO after the TO Contractor has had an opportunity to develop realistic estimates.

- 5) Draft Risk Assessment: Identification and prioritization of risks inherent in meeting the requirements in TORFP Section 3 - Scope of Work. Includes a description of strategies to mitigate risks.
- 6) Assumptions: A description of any assumptions formed by the Offeror in developing the TO Technical Proposal.
- 7) Tools the Master Contractor owns and proposes for use to meet any requirements in TORFP Sections 2 through 3.

B. Proposer Information Sheet and Transmittal Letter

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

C. Proposed Personnel and TORFP Staffing

Offeror shall:

- 1) Identify the qualifications and types of staff proposed to be utilized under the Task Order. The Offeror shall describe in detail how the proposed staff's experience and qualifications relate to their specific responsibilities, including any staff of proposed subcontractor(s), as detailed in the Work Plan.
- 2) Complete and provide for each proposed resource Appendix 3A Minimum Qualifications Summary and Appendix 3B Personnel Resume Form.
- 3) Provide three (3) references per proposed Key Personnel containing the information listed in Appendix 3B.
- 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 the Task Order 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 the Task Order.
- 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. Subcontractors

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

E. Overall Offeror team organizational chart

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

F. Master Contractor and Subcontractor Experience and Capabilities

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

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

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

**Note** - State of Maryland experience can be included as part of Section F.1 above as engagement or contract experience. State of Maryland experience is neither required nor given more weight in proposal evaluations.

G. State Assistance

Provide an estimate of expectation concerning participation by State personnel.

H. Confidentiality

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

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

I. Additional Submissions:

- 1) Attachments and Exhibits;
  - a) All forms required for the TO Technical Proposal are identified in **Table 1 of Section 7** – Exhibits and Attachments. Unless directed otherwise by instructions within an individual form, complete, sign, and include all required forms in the TO Technical Proposal.
  - b) No attachment forms shall be altered. Signatures shall be clearly visible.

## 5.5 VOLUME II – TO FINANCIAL PROPOSAL

- 5.5.1 The TO Financial Proposal shall contain all price information in the format specified in Attachment B - Financial Proposal Form. The Offeror shall complete the Financial Proposal Form only as provided in the Financial Proposal Form Instructions and the Financial Proposal Form itself.
- 5.5.2 The TO Financial Proposal shall contain a description of any assumptions on which the Master Contractor's TO Financial Proposal is based (Assumptions shall not constitute conditions, contingencies, or exceptions to the Financial Proposal Form).
- 5.5.3 To be responsive to this TORFP, the Financial Proposal Form shall provide labor rates for all labor categories anticipated for this TORFP. Proposed rates shall not exceed the rates defined in the Master Contract for the Master Contract year(s) in effect at the time of the TO Proposal due date.
- 5.5.4 Note: Failure to specify a CATS+ labor category in the completed Financial Proposal Form for each proposed resource will make the TO Proposal non-responsive to this TORFP.
- 5.5.5 Proposals submitted in response to this TORFP are irrevocable for the latest of the following: 120 days following the Proposal due date and time or submission of best and final offers, if requested. This period may be extended at the Procurement Officer's request only with the Offeror's written agreement.

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## 6 EVALUATION AND SELECTION PROCESS

The TO Contractor will be selected from among all eligible Master Contractors within the appropriate Functional Area responding to the CATS+ TORFP. In making the TO Agreement award determination, DoIT will consider all information submitted in accordance with Section 5.

### 6.1 EVALUATION COMMITTEE

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

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

### 6.2 TO TECHNICAL PROPOSAL EVALUATION CRITERIA

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

#### 6.2.1 Offeror's Technical Response to TORFP Requirements

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

#### 6.2.2 Experience and Qualifications of Proposed Staff

The capability of the proposed resources to perform the required tasks and produce the required deliverables in the TORFP. Capability will be determined from each proposed individual's resume, reference checks, and oral presentation.

#### 6.2.3 Offeror Qualifications and Capabilities, including proposed subcontractors.

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

### 6.3 TO FINANCIAL PROPOSAL EVALUATION CRITERIA

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

### 6.4 SELECTION PROCEDURES

TO Technical Proposals shall be evaluated based on the criteria set forth above in Section 6.2. TO Technical Proposals and TO Financial Proposals will be evaluated independently of each other.

- A. TO Proposals will be assessed throughout the evaluation process quality of responses to Section 5.4 TO Technical Proposal. The TO Procurement Officer will notify those Offerors who have not been selected to perform the work.
- B. TO Technical Proposals will be evaluated for technical merit and ranked. Oral presentations and discussions may be held to assure full understanding of the State's requirements and of the qualified Offeror's proposals and abilities to perform, and to facilitate arrival at a TO Agreement that is most advantageous to the State.
- C. The Procurement Officer will only open the TO Financial Proposals where the associated TO Technical Proposals have been classified as reasonably susceptible for award.
- D. After review of TO Financial Proposals, TO Financial Proposals for qualified Offerors will be reviewed and ranked from lowest to highest price proposed.
- E. When in the best interest of the State, the TO Procurement Officer may permit Qualified Offerors to revise their initial Proposals and submit, in writing, Best and Final Offers (BAFOs). The State may make an award without issuing a request for a BAFO.
- F. The Procurement Officer shall make a determination recommending award of the TO to the responsible Offeror who has the TO Proposal determined to be the most advantageous to the State, considering price and the evaluation criteria set forth above. In making this selection, the TO Technical Proposal will be given greater weight than the TO Financial Proposal.

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

## **6.5 DOCUMENTS REQUIRED UPON NOTICE OF RECOMMENDATION FOR TASK ORDER AWARD**

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

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

- A. Issuance of a fully executed TO Agreement,
- B. Purchase Order, and
- C. by a Notice to Proceed authorized by the TO Procurement Officer. See (see online example at <http://doit.maryland.gov/contracts/Documents/CATSPPlus/CATS+NoticeToProceedSample.pdf>).

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## 7 TORFP ATTACHMENTS AND APPENDICES

### Instructions Page

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

For documents required as part of the proposal:

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

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

**Table 1: TORFP ATTACHMENTS AND APPENDICES**

Applies?	When to Submit	Label	Attachment Name
Y	Before TO Proposal	A	Pre-Proposal Conference Response Form
Y	With Financial Proposal	B	TO Financial Proposal Instructions and Form
Y	With TO Proposal	D-1A	MBE Utilization and Fair Solicitation Affidavit and MBE Participation Schedule (failure to accurately complete and submit as required shall determine the Proposal is not reasonably susceptible of being selected for award.)
Y	10 Business Days after recommended award	D	MBE Forms D-2, D-3A, D-3B <b>Important:</b> Attachment D-1C, if a waiver has been requested, is also required within 10 days of recommended award.
Y	As directed in forms	D	MBE Forms D-4A, D-4B, D-5
N	With TO Proposal	E	Veteran-Owned Small Business Enterprise (VSBE) Form E-1
N	5 Business Days after recommended award	E	VSBE Forms E-2, E-3
Y	With TO Proposal	F	Maryland Living Wage Requirements for Service Task Orders and Affidavit of Agreement
Y	With TO Proposal	G	Federal Funds Attachments
Y	With TO Proposal	H	Conflict of Interest Affidavit and Disclosure
Y	5 Business Days after recommended award	I	Non-Disclosure Agreement (TO Contractor)
N	5 Business Days after recommended award	J	HIPAA Business Associate Agreement



Applies?	When to Submit	Label	Attachment Name
N	With TO Proposal	K	Mercury Affidavit
N	With TO Proposal	L	Location of the Performance of Services Disclosure
Y	5 Business Days after recommended award	M	Task Order Agreement
Y	5 Business Days after recommended award	N	IV&V Sensitive Data Policy
Y	With Proposal	O	Certification Regarding Investment in Iran
<b>Appendices</b>			
Applies?	When to Submit	Label	Attachment Name
Y	n/a	1	Abbreviations and Definitions
Y	With TO Proposal	2	Offeror Information Sheet
Y	Prior to commencement of work	3	Criminal Background Check Affidavit
Y	With TO Proposal	Appendix 3	Labor Classification Personnel Resume Summary (Appendix 3A and 3B)
Y	Before TO Proposal, as directed in the TORFP.	Appendix 4	Non-Disclosure Agreement (Offeror)
<b>Additional Submissions</b>			
Applies?	When to Submit	Label	Attachment Name
Y	5 Business Days after recommended award	--	Evidence of meeting insurance requirements (see <b>Section 3.3</b> ); 1 copy
Y	With deliverables	--	Deliverable Product Acceptance Form (DPAF) (see online at <a href="http://doit.maryland.gov/contracts/Documents/CATSPPlus/CATS+DPAFSample.pdf">http://doit.maryland.gov/contracts/Documents/CATSPPlus/CATS+DPAFSample.pdf</a> )

**Attachment A. TO Pre-Proposal Conference Response Form**

**Solicitation Number F50B8400008**

Independent Verification and Validation (IV&V) MD THINK

A TO Pre-proposal conference will be held on November 16, 2017, at 11:00 am, 100 Community Place, Crownsville, MD 21032. Signage will be present to direct attendees to the conference room.

Please return this form by Monday, November 13, 2017, advising whether or not you plan to attend. The completed form should be returned via e-mail or fax to the TO Procurement Officer at the contact information below:

Matthew Mickler  
Phone: 410-697-9679  
e-mail: matthew.mickler1@maryland.govMatthew

Please indicate:

\_\_\_\_\_ Yes, the following representatives will be in attendance.  
Attendees (Check the TORFP for limits to the number of attendees allowed):  
1.  
2.  
3.  
\_\_\_\_\_ No, we will not be in attendance.

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

Offeror: \_\_\_\_\_

*Offeror Name (please print or type)*

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

*Signature/Seal*

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

*Printed Name*

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

*Title*

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

*Date*

### Directions to the TO Pre-Proposal Conference

**From Baltimore:** Follow the Beltway (I-695) to Exit 4, I-97 towards Annapolis, 11 miles to Exit 5, Route 178. Two miles, to right on Crownsville Road, then immediately right onto Fairfield Loop Road, and left into the People's Resource Center at 100 Community Place.

**From Columbia:** Follow Route 32 east to I-97 south towards Annapolis. Take first exit (Exit 5), Route 178 (towards Crownsville). Two miles, to right on Crownsville Road, then immediately right onto Fairfield Loop Road, and left into the People's Resource Center at 100 Community Place.

**From Washington:** Follow the Beltway (I-495/95) to U.S. Route 50 east towards Annapolis (18 miles) to Route 450. Turn right towards Crownsville. Continue straight (becomes Route 178) for 4.5 miles to left on Crownsville Road, then immediately right onto Fairfield Loop Road, and left into the People's Resource Center at 100 Community Place.

**From Annapolis:** Follow Rowe Boulevard to Bestgate Road to end. Right on Route 178 for 4 miles to left on Crownsville Road, then immediately right onto Fairfield Loop Road, and left into the People's Resource Center at 100 Community Place.

## **Attachment B. TO Financial Proposal Instructions & Form**

See separate Excel TO Financial Proposal Form labeled MDTHINK IV&V – F50B8400008 – Attachment B – Financial Proposal.xls.

**Attachment C. Reserved**

## Attachment D. Minority Business Enterprise (MBE) Forms

### TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING REQUIREMENTS

#### CATS+ TORFP #F50B8400008

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

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

D-1A

**MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT  
& MBE PARTICIPATION SCHEDULE**

**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 proposal. If the Offeror fails to accurately complete and submit this Affidavit and Schedule with the proposal as required, the Procurement Officer shall deem the proposal is not reasonably susceptible of being selected for award.**

1. Contractor shall structure its procedures for the performance of the work required in this Contract to attempt to achieve the minority business enterprise (MBE) subcontractor participation goal stated in the Request for Proposals. Contractor agrees to exercise good faith efforts to carry out the requirements set forth in these Instructions, as authorized by the Code of Maryland Regulations (COMAR) 21.11.03.
2. MBE Goals and Subgoals: Please review the solicitation for information regarding the Contract's MBE overall participation goals and subgoals. After satisfying the requirements for any established subgoals, the Contractor is encouraged to use a diverse group of subcontractors and suppliers from any/all of the various MBE classifications to meet the remainder of the overall MBE participation goal.
3. MBE means a minority business enterprise that is certified by the Maryland Department of Transportation ("MDOT"). Only MBEs certified by MDOT may be counted for purposes of achieving the MBE participation goals. In order to be counted for purposes of achieving the MBE participation goals, the MBE firm, including an MBE prime, must be MDOT-certified for the services, materials or supplies that it is committed to perform on the MBE Participation Schedule.
4. Please refer to the MDOT MBE Directory at [www.mdot.state.md.us](http://www.mdot.state.md.us) to determine if a firm is certified with the appropriate North American Industry Classification System ("NAICS") Code **and** the product/services description (specific product that a firm is certified to provide or specific areas of work that a firm is certified to perform). For more general information about NAICS, please visit [www.naics.com](http://www.naics.com). Only those specific products and/or services for which a firm is certified in the MDOT Directory can be used for purposes of achieving the MBE participation goals. **WARNING:** If the firm's NAICS Code is in **graduated status**, such services/products **may not be counted** for purposes of achieving the MBE participation goals. A NAICS Code is in the graduated status if the term "Graduated" follows the Code in the MDOT MBE Directory.
5. **Guidelines Regarding MBE Prime Self-Performance.** Please note that when a certified MBE firm participates as a prime contractor on a contract, a procurement agency may count the distinct, clearly defined portion of the work of the contract that the certified MBE firm performs with its own workforce toward fulfilling up to, but no more than, fifty-percent (50%) of the MBE participation goal (overall), including up to one hundred percent (100%) of not more than one of the MBE participation subgoals, if any, established for the contract.
  - ✓ In order to receive credit for self-performance, an MBE prime must list its firm in Section 4A of the MBE Participation Schedule, including the certification category under which the MBE prime is self-performing and include information regarding the work it will self-perform.



- ✓ For the remaining portion of the overall goal and the subgoals, the MBE prime must also identify other certified MBE subcontractors (see Section 4B of the MBE Participation Schedule) used to meet those goals or request a waiver.
  - ✓ These guidelines apply to the work performed by the MBE Prime that can be counted for purposes of meeting the MBE participation goals. These requirements do not affect the MBE Prime's ability to self-perform a greater portion of the work in excess of what is counted for purposes of meeting the MBE participation goals.
  - ✓ Please note that the requirements to meet the MBE participation overall goal and subgoals are distinct and separate. If the Contract has subgoals, regardless of MBE Prime's ability to self-perform up to 50% of the overall goal (including up to 100% of any subgoal), the MBE Prime must either commit to other MBEs for each of any remaining subgoals or request a waiver. As set forth in **Attachment D1-B** Waiver Guidance, the MBE Prime's ability to self-perform certain portions of the work of the Contract will not be deemed a substitute for the good faith efforts to meet any remaining subgoal or the balance of the overall goal.
  - ✓ In certain instances, where the percentages allocated to MBE participation subgoals add up to more than 50% of the overall goal, the portion of self-performed work that an MBE Prime may count toward the overall goal may be limited to less than 50%. Please refer to GOSBA's website (<http://www.gomdsmbiz.maryland.gov/Pages/default.aspx>) for the MBE Prime Regulations Q&A for illustrative examples.
6. Subject to items 1 through 5 above, when a certified MBE performs as a participant in a joint venture, a procurement agency may count a portion of the total dollar value of the contract equal to the distinct, clearly-defined portion of the work of the contract that the certified MBE performs with its workforce towards fulfilling the contract goal, and not more than one of the contract subgoals, if any.
7. As set forth in COMAR 21.11.03.12-1, once the Contract work begins, the work performed by a certified MBE firm, including an MBE prime, can only be counted towards the MBE participation goal(s) if the MBE firm is performing a commercially useful function on the Contract. Please refer to COMAR 21.11.03.12-1 for more information regarding these requirements.
8. If you have any questions as to whether a firm is certified to perform the specific services or provide specific products, please contact MDOT's Office of Minority Business Enterprise at 1-800-544-6056 or via e-mail to [mbe@mdot.state.md.us](mailto:mbe@mdot.state.md.us) sufficiently prior to the submission due date.
9. Worksheet: The percentage of MBE participation, calculated using the percentage amounts for all of the MBE firms listed on the Participation Schedule **MUST** at least equal the MBE participation goal **and** subgoals (if applicable) set forth in the solicitation. If an Offeror is unable to achieve the MBE participation goal and/or any subgoals (if applicable), the Offeror must request a waiver in Item 1 of the MBE Utilization and Fair Solicitation Affidavit (**Attachment D-1A**) or the Proposal determined to be not susceptible of being selected for award. You may wish to use the Subgoal summary below to assist in calculating the percentages and confirm that you have met the applicable MBE participation goal and subgoals, if any.

**SUBGOALS (IF APPLICABLE)**

**TOTAL AFRICAN AMERICAN MBE PARTICIPATION: 0%**

**TOTAL ASIAN AMERICAN MBE PARTICIPATION: 0%**

**TOTAL HISPANIC AMERICAN MBE PARTICIPATION: 0%**

**TOTAL WOMEN-OWNED MBE PARTICIPATION: 0%**

**OVERALL GOAL**

**TOTAL MBE PARTICIPATION (INCLUDE ALL CATEGORIES): 20%**

**D-1A**

**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 Proposal. If the Offeror fails to accurately complete and submit this Affidavit and Schedule with the Proposal as required, the Procurement Officer shall determine that the Proposal is not reasonably susceptible of being selected for award.**

In connection with the Proposal submitted in response to Solicitation No. F50B8400008, I affirm the following:

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

**(PLEASE CHECK ONLY ONE)**

- ☐ I acknowledge and intend to meet the overall certified Minority Business Enterprise (MBE) participation goal of 20 percent.

Therefore, I am not seeking a waiver pursuant to COMAR 21.11.03.11. I acknowledge that by checking the above box and agreeing to meet the stated goal and subgoal(s), if any, I must complete the MBE Participation Schedule (Item 4 below) in order to be considered for award.

**OR**

- ☐ I conclude that I am unable to achieve the MBE participation goal and/or subgoals. I hereby request a waiver, in whole or in part, of the overall goal and/or subgoals. I acknowledge that by checking this box and requesting a partial waiver of the stated goal and/or one or more of the stated subgoal(s) if any, I must complete the MBE Participation Schedule (Item 4 below) for the portion of the goal and/or subgoal(s) if any, for which I am not seeking a waiver, in order to be considered for award.

**2. Additional MBE Documentation**

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

- (a) Good Faith Efforts Documentation to Support Waiver Request (**Attachment (D-1C)**)
- (b) Outreach Efforts Compliance Statement (**Attachment D-2**);
- (c) MBE Subcontractor/MBE Prime Project Participation Statement (**Attachments D-3A/B**);
- (d) Any other documentation, including additional waiver documentation if applicable, required by the Procurement Officer in connection with the certified MBE participation goal and subgoals, if any.

I understand that if I fail to return each completed document within the required time, the Procurement Officer may determine that my Proposal is not susceptible of being selected for contract award. If the contract has already been awarded, the award is voidable.

**3. Information Provided to MBE firms**

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

#### 4. MBE Participation Schedule

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

Prime Contractor:	Project Description:	PROJECT/CONTRACT
Offeror Company Name, Street Address, Phone	IV&V Services – MD THINK Project	<b>NUMBER:</b> F50B8400008

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

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

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

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

<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 to be provided by this MBE: _____%</p> <p>Description of the Work to be Performed:</p> <p>_____</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 to be provided by this MBE: _____%</p> <p>Description of the Work to be Performed:</p> <p>_____</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 to be provided by this MBE: _____%</p> <p>Description of the Work to be Performed:</p> <p>_____</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 to be provided by this MBE: _____%</p> <p>Description of the Work to be Performed:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>

**(Continue on separate page if needed)**

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

Offeror:

Offeror Name (please print or type)

By:

Signature of Authorized Representative

Printed Name:

Printed Name

Title:

Title

Date:

Date

Address:

Company Address

**SUBMIT THIS AFFIDAVIT WITH PROPOSAL**

## D-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 Offeror must either (1) meet the MBE Goal(s) and document its commitments for participation of MBE Firms, or (2) when it does not meet the MBE Goal(s), document its Good Faith Efforts to meet the goal(s).

#### I. Definitions

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

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

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

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

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

#### II. Types of Actions Agency will Consider

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



**A. Identify Proposal Items as Work for MBE Firms**

1. Identified Items of Work in Procurements

- (a) Certain procurements will include a list of Proposal items identified during the goal setting process as possible work for performance by MBE Firms. If the procurement provides a list of Identified Items of Work, the Offeror shall make all reasonable efforts to solicit quotes from MBE Firms to perform that work.
- (b) Offerors may, and are encouraged to, select additional items of work to be performed by MBE Firms to increase the likelihood that the MBE Goal(s) will be achieved.

2. Identified Items of Work by Offerors

- (a) When the procurement does not include a list of Identified Items of Work or for additional Identified Items of Work, Offerors should reasonably identify sufficient items of work to be performed by MBE Firms.
- (b) Where appropriate, Offerors should break out contract work items into economically feasible units to facilitate MBE participation, rather than perform these work items with their own forces. The ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the Offeror of the responsibility to make Good Faith Efforts.

**B. Identify MBE Firms to Solicit**

1. MBE Firms Identified in Procurements

- (a) Certain procurements will include a list of the MBE Firms identified during the goal setting process as available to perform the items of work. If the procurement provides a list of Identified MBE Firms, the Offeror shall make all reasonable efforts to solicit those MBE firms.
- (b) Offerors may, and are encouraged to, search the MBE Directory to identify additional MBEs who may be available to perform the items of work, such as MBEs certified or granted an expansion of services after the solicitation was issued.

2. MBE Firms Identified by Offerors

- (a) When the procurement does not include a list of Identified MBE Firms, Offerors should reasonably identify the MBE Firms that are available to perform the Identified Items of Work.
- (b) Any MBE Firms identified as available by the Offeror should be certified to perform the Identified Items of Work.

**C. Solicit MBEs**

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

- (a) provide the written solicitation at least 10 days prior to Proposal opening to allow sufficient time for the MBE Firms to respond;
- (b) send the written solicitation by first-class mail, facsimile, or e-mail using contact information in the MBE Directory, unless the Offeror has a valid basis for using different contact information; and

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

#### **D. Negotiate with Interested MBE Firms**

Offerors must negotiate in good faith with interested MBE Firms.

1. Evidence of negotiation includes, without limitation, the following:
  - (a) the names, addresses, and telephone numbers of MBE Firms that were considered;
  - (b) a description of the information provided regarding the plans and specifications for the work selected for subcontracting and the means used to provide that information; and
  - (c) evidence as to why additional agreements could not be reached for MBE Firms to perform the work.
2. An Offeror using good business judgment would consider a number of factors in negotiating with subcontractors, including MBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration.
3. The fact that there may be some additional costs involved in finding and using MBE Firms is not in itself sufficient reason for an Offeror's failure to meet the contract MBE goal(s), as long as such costs are reasonable. Factors to take into consideration when determining whether an MBE Firm's quote is excessive or unreasonable include, without limitation, the following:

- (a) dollar difference between the MBE subcontractor's quote and the average of the other subcontractors' quotes received by the Offeror;
  - (b) percentage difference between the MBE subcontractor's quote and the average of the other subcontractors' quotes received by the Offeror;
  - (c) percentage that the MBE subcontractor's quote represents of the overall contract amount;
  - (d) number of MBE firms that the Offeror solicited for that portion of the work;
  - (e) whether the work described in the MBE and Non-MBE subcontractor quotes (or portions thereof) submitted for review is the same or comparable; and
  - (f) number of quotes received by the Offeror for that portion of the work.
4. The above factors are not intended to be mandatory, exclusive, or exhaustive, and other evidence of an excessive or unreasonable price may be relevant.
5. The Offeror may not use its price for self-performing work as a basis for rejecting an MBE Firm's quote as excessive or unreasonable.
6. The "average of the other subcontractors' quotes received" by the Offeror refers to the average of the quotes received from all subcontractors. Offeror should attempt to receive quotes from at least three subcontractors, including one quote from an MBE and one quote from a Non-MBE.
7. An Offeror shall not reject an MBE Firm as unqualified without sound reasons based on a thorough investigation of the firm's capabilities. For each certified MBE that is rejected as unqualified or that placed a subcontract quotation or offer that the Offeror concludes is not acceptable, the Offeror must provide a written detailed statement listing the reasons for this conclusion. The Offeror also must document the steps taken to verify the capabilities of the MBE and Non-MBE Firms quoting similar work.
  - (a) The factors to take into consideration when assessing the capabilities of an MBE Firm, include, but are not limited to the following: financial capability, physical capacity to perform, available personnel and equipment, existing workload, experience performing the type of work, conduct and performance in previous contracts, and ability to meet reasonable contract requirements.
  - (b) The MBE Firm's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of proposals in the efforts to meet the project goal.

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

When appropriate under the circumstances, the decision-maker will consider whether the Offeror made reasonable efforts to assist interested MBE Firms in obtaining:

1. The bonding, lines of credit, or insurance required by the procuring agency or the Offeror; and
2. Necessary equipment, supplies, materials, or related assistance or services.

### **III. Other Considerations**

In making a determination of Good Faith Efforts the decision-maker may consider engineering estimates, catalogue prices, general market availability and availability of certified MBE Firms in the area in which the work is to be performed, other proposals or offers and subcontract proposals or offers substantiating

significant variances between certified MBE and Non-MBE costs of participation, and their impact on the overall cost of the contract to the State and any other relevant factors.

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

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

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

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

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

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

1. The record of the Offeror's compliance with the outreach efforts prescribed by COMAR 21.11.03.09C(2)(a). **(Complete Outreach Efforts Compliance Statement - D-2).**
2. A detailed statement of the efforts made to contact and negotiate with MBE Firms including:
  - (a) the names, addresses, and telephone numbers of the MBE Firms who were contacted, with the dates and manner of contacts (letter, fax, e-mail, telephone, etc.) **(Complete Good Faith Efforts Attachment D-1C- Part 2, and submit letters, fax cover sheets, e-mails, etc. documenting solicitations);** and
  - (b) a description of the information provided to MBE Firms regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed and the means used to provide that information.

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

1. For each MBE Firm that the Offeror concludes is not acceptable or qualified, a detailed statement of the reasons for the Offeror's conclusion, including the steps taken to verify the capabilities of the MBE and Non-MBE Firms quoting similar work.
2. For each certified MBE Firm that the Offeror concludes has provided an excessive or unreasonable price, a detailed statement of the reasons for the Offeror's conclusion, including the quotes received from all MBE and Non-MBE firms proposing on the same or comparable work. **(Include copies of all quotes received.)**
3. A list of MBE Firms contacted but found to be unavailable. This list should be accompanied by an MBE Unavailability Certificate (see **D-1B - Exhibit A** to this Part 1) signed by the MBE contractor or a statement from the Offeror that the MBE contractor refused to sign the MBE Unavailability Certificate.

---

**D. Other Documentation**

1. Submit any other documentation requested by the Procurement Officer to ascertain the Offeror's Good Faith Efforts.
2. Submit any other documentation the Offeror believes will help the Procurement Officer ascertain its Good Faith Efforts.

**D-1B - Exhibit A**

**MBE Subcontractor Unavailability Certificate**

1. It is hereby certified that the firm of \_\_\_\_\_  
(Name of Minority firm)  
located at \_\_\_\_\_  
(Number) (Street)  
\_\_\_\_\_  
(City) (State) (Zip)

was offered an opportunity to bid on Solicitation No. F50B8400008

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

\*\*\*\*\*

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

---

---

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\*\*\*\*\*

\_\_\_\_\_  
(Signature of Minority Firm's MBE Representative) (Title) (Date)

\_\_\_\_\_  
(MDOT Certification #) (Telephone #)

\*\*\*\*\*

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

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

\_\_\_\_\_  
(Signature of Prime Contractor) (Title) (Date)

**D-1C**

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

PAGE \_\_ OF \_\_

Prime Contractor:	Project Description:	PROJECT/CONTRACT
Offeror Company Name, Street Address, Phone	IV&V Services – MD THINK project	<b>NUMBER:</b> F50B8400008

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

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

Company:

Company Name (please print or type)

By:

Signature of Authorized Representative

Printed Name:

Printed Name

Title:

Title

Date:

Date

Address:

Company Address

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 OFFEROR MADE AVAILABLE TO MBE FIRMS**

PAGE \_\_ OF \_\_

<b>Prime Contractor:</b>	<b>Project Description:</b>	<b>PROJECT/CONTRACT</b>
Offeror Company Name, Street Address, Phone	IV&V Services – MD THINK Project	<b>NUMBER:</b> F50B8400008

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

<b>Identified Items of Work</b>	<b>Was this work listed in the procurement?</b>	<b>Does Offeror normally self-perform this work?</b>	<b>Was this work made available to MBE Firms? If no, explain why?</b>
	<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 \_\_

<b>Prime Contractor:</b>	<b>Project Description:</b>	<b>PROJECT/CONTRACT</b>
Offeror Company Name, Street Address, Phone	IV&V Services – MD THINK Project	<b>NUMBER:</b> F50B8400008

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

<b>Name of Identified MBE Firm &amp; MBE Classification</b>	<b>Describe Item of Work Solicited</b>	<b>Initial Solicitation Date &amp; Method</b>	<b>Follow-up Solicitation Date &amp; Method</b>	<b>Details for Follow-up Calls</b>	<b>Quote Rec'd</b>	<b>Quote Used</b>	<b>Reason Quote Rejected</b>
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"/> E-mail	Date: <input type="checkbox"/> Phone <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> E-mail	Time of Call: Spoke with: <input type="checkbox"/> Left Message	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Used Other MBE <input type="checkbox"/> Used Non-MBE <input type="checkbox"/> Self-performing
Firm Name: MBE Classification (Check only if requesting waiver of MBE subgoal.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification		Date: <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> E-mail	Date: <input type="checkbox"/> Phone <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> E-mail	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:	PROJECT/CONTRACT
Offeror Company Name, Street Address, Phone	IV&V Services – MD THINK Project	<b>NUMBER:</b> F50B8400008

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

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

☐ Please check if Additional Sheets are attached.

**D- 2**

**OUTREACH EFFORTS COMPLIANCE STATEMENT**

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

In conjunction with the Proposal submitted in response to Solicitation No. F50B8400008, I state the following:

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

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

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

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4. **Please Check One:**

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

---

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---

5. **Please Check One:**

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

PLEASE PRINT OR TYPE

Company:

Company Name (please print or type)

By:

Signature of Authorized Representative

Printed Name:

Printed Name

Title:

Title

Date:

Date

Address:

Company Address

**D-3A**

**MBE SUBCONTRACTOR PROJECT PARTICIPATION CERTIFICATION**

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

Provided that \_\_\_\_\_ (Prime Contractor's Name) is awarded the State contract in conjunction with Solicitation No. F50B8400008, such Prime Contractor intends to enter into a subcontract with \_\_\_\_\_ (Subcontractor's Name) committing to participation by the MBE firm \_\_\_\_\_ (MBE Name) with MDOT Certification Number \_\_\_\_\_ which will receive at least \$\_\_\_\_\_ which equals to \_\_\_\_% of the Total Contract Amount for performing the following goods and services for the Contract:

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 Proposal and:

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



Prime Contractor

Company:

Company Name (please print or type)

FEIN:

Federal Identification Number

Phone Number:

Phone Number

By:

Signature of Authorized Representative

Date:

Date

Printed Name:

Printed Name

Title:

Printed Title

Address:

Company Address

Subcontractor

Company:

Company Name (please print or type)

FEIN:

Federal Identification Number

Phone Number:

Phone Number

By:

Signature of Authorized Representative

Date:

Date

Printed Name:

Printed Name

Title:

Title

Address:

Address

**PRIME CONTRACTOR**

Signature of Representative:

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

Firm's Name: \_\_\_\_\_

Federal Identification Number: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

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

**SUBCONTRACTOR**

Signature of Representative:

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

Firm's Name: \_\_\_\_\_

Federal Identification Number: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

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

**D-3B**

**MBE PRIME PROJECT PARTICIPATION CERTIFICATION**

Please complete and submit this form to attest each specific item of work that your MBE firm has listed on the MBE Participation Schedule (Attachment D-1A) for purposes of meeting the MBE participation goals. This form must be submitted within 10 Business Days of notification of apparent award. If the Offeror fails to return this affidavit within the required time, the Procurement Officer may determine that Proposal is not susceptible of being selected for Contract award.

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

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**

Company:

Company Name (please print or type)

FEIN:

Federal Identification Number

Address:

Company Address

Phone:

Phone

Printed Name:

Printed Name

---

Title:

---

Title

---

By:

---

Signature of Authorized Representative

---

Date:

---

Date

**D-4A**

**Minority Business Enterprise Participation  
MBE Prime Contractor Paid/Unpaid Invoice Report**

Report #:		Contract #: F50B8400008	
Reporting Period (Month/Year):		Contracting Unit: DoIT	
<b>Prime Contractor: Report is due to the MBE Liaison by the 15th of the month following the month the services were provided.</b> <b>Note: Please number reports in sequence</b>		Contract Amount:	
		MBE Subcontract Amt:	
		Project Begin Date:	
		Project End Date:	
		Services Provided:	
Prime Contractor:		Contact Person:	
Address:			
City:		State:	ZIP:
Phone:	FAX:	E-mail:	
MBE Subcontractor Name:		Contact Person:	
Phone:	FAX:	E-mail:	
Subcontractor Services Provided:			
List all payments made to MBE subcontractor named above during this reporting period:		List dates and amounts of any outstanding invoices:	
	<b>Invoice #</b>	<b>Amount</b>	
1.			1.
2.			2.
3.			3.
4.			4.
<b>Total Dollars Paid: \$</b>		<b>Total Dollars Unpaid: \$</b>	

- If more than one MBE subcontractor is used for this contract, you must use separate **Attachment D-4A** forms. Information regarding payments that the MBE prime will use for purposes of meeting the MBE participation goals must be reported separately in **Attachment D-4B**.
- **Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred):**

Karen Poplewski

TO Project/Contract Manager

Department of Information Technology

Contracting Unit

Address

[Karen.poplewski@maryland.gov](mailto:Karen.poplewski@maryland.gov)

Email

City, State Zip

410-697-9654

Phone Number

Signature (Required)

Date

**D-4B**

**Minority Business Enterprise Participation  
MBE Prime Contractor Report**

MBE Prime Contractor:		Contract #: F50B8400008	
Certification Number:		Contracting Unit: DoIT	
Report #:		Contract Amount:	
Reporting Period (Month/Year):		Total Value of the Work to the Self-Performed for purposes of Meeting the MBE participation goal/subgoals:	
<b>MBE Prime Contractor: Report is due to the MBE Liaison by the 15th of the month following the month the services were provided.</b>			
<b>Note: Please number reports in sequence</b>		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):**

Karen Poplewski

Department of Information Technology

TO Project/Contract Manager

Contracting Unit

Address

City, State Zip

[Karen.poplewski@maryland.gov](mailto:Karen.poplewski@maryland.gov)

410-697-9654

Email

Phone Number

Signature (Required)

Date

**D-5**

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

Report #:		Contract #: F50B8400008	
Reporting Period (Month/Year):		Contracting Unit: DoIT	
<b>Report is due by the 15th of the month following the month the services were performed.</b>		MBE Subcontract Amt:	
		Project Begin Date:	
		Project End Date:	
		Services Provided:	
MBE Subcontractor Name:			
MDOT Certification #:			
Contact Person:			
Address:			
City:		State:	ZIP:
Phone:	FAX:	E-mail:	
<b>Subcontractor Services Provided:</b>			
<b>List all payments received from Prime Contractor during reporting period indicated above.</b>		<b>List dates and amounts of any unpaid invoices over 30 days old.</b>	
	<b>Invoice Amount</b>	<b>Date</b>	
1.			1.
2.			2.
3.			3.
4.			4.
<b>Total Dollars Paid: \$</b>		<b>Total Dollars Unpaid: \$</b>	
Prime Contractor:		Contract Person:	

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

Karen Poplewski

Department of Information Technology

TO Project/Contract Manager

Contracting Unit

[Karen.poplewski@maryland.gov](mailto:Karen.poplewski@maryland.gov)

City, State Zip

410-697-9654

Email

Phone Number

Signature (Required)

Date

**Attachment E. Veteran-Owned Small Business Enterprise (VSBE) Forms**

This solicitation does not include a Veteran-Owned Small Business Enterprise goal.



**Attachment F. Maryland Living Wage Affidavit of Agreement for Service Contracts**

- A. This contract is subject to the Living Wage requirements under Md. Code Ann., State Finance and Procurement Article, Title 18, and the regulations proposed by the Commissioner of Labor and Industry (Commissioner). The Living Wage generally applies to a Contractor or subcontractor who performs work on a State contract for services that is valued at \$100,000 or more. An employee is subject to the Living Wage if he/she is at least 18 years old or will turn 18 during the duration of the contract; works at least 13 consecutive weeks on the State Contract and spends at least one-half of the employee's time during any work week on the State Contract.
- B. The Living Wage Law does not apply to:
- (1) A Contractor who:
    - (a) Has a State contract for services valued at less than \$100,000, or
    - (b) Employs 10 or fewer employees and has a State contract for services valued at less than \$500,000.
  - (2) A subcontractor who:
    - (a) Performs work on a State contract for services valued at less than \$100,000,
    - (b) Employs 10 or fewer employees and performs work on a State contract for services valued at less than \$500,000, or
    - (c) Performs work for a Contractor not covered by the Living Wage Law as defined in B(1)(b) above, or B (3) or C below.
  - (3) Service contracts for the following:
    - (a) Services with a Public Service Company;
    - (b) Services with a nonprofit organization;
    - (c) Services with an officer or other entity that is in the Executive Branch of the State government and is authorized by law to enter into a procurement ("Unit"); or
    - (d) Services between a Unit and a County or Baltimore City.
- C. If the Unit responsible for the State contract for services determines that application of the Living Wage would conflict with any applicable Federal program, the Living Wage does not apply to the contract or program.
- D. A Contractor must not split or subdivide a State contract for services, pay an employee through a third party, or treat an employee as an independent Contractor or assign work to employees to avoid the imposition of any of the requirements of Md. Code Ann., State Finance and Procurement Article, Title 18.
- E. Each Contractor/subcontractor, subject to the Living Wage Law, shall post in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.

- F. The Commissioner shall adjust the wage rates by the annual average increase or decrease, if any, in the Consumer Price Index for all urban consumers for the Washington/Baltimore metropolitan area, or any successor index, for the previous calendar year, not later than 90 days after the start of each fiscal year. The Commissioner shall publish any adjustments to the wage rates on the Division of Labor and Industry's website. An employer subject to the Living Wage Law must comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.
- G. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer's share of the health insurance premium, as provided in Md. Code Ann., State Finance and Procurement Article, §18-103(c), shall not lower an employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer's share of health insurance premium shall comply with any record reporting requirements established by the Commissioner.
- H. A Contractor/subcontractor may reduce the wage rates paid under Md. Code Ann., State Finance and Procurement Article, §18-103(a), by no more than 50 cents of the hourly cost of the employer's contribution to an employee's deferred compensation plan. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer's contribution to an employee's deferred compensation plan shall not lower the employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413.
- I. Under Md. Code Ann., State Finance and Procurement Article, Title 18, if the Commissioner determines that the Contractor/subcontractor violated a provision of this title or regulations of the Commissioner, the Contractor/subcontractor shall pay restitution to each affected employee, and the State may assess liquidated damages of \$20 per day for each employee paid less than the Living Wage.
- J. Information pertaining to reporting obligations may be found by going to the Division of Labor and Industry website <http://www.dlir.state.md.us/labor/prev/livingwage.shtml> and clicking on Living Wage for State Service Contracts.

**F-1 Maryland Living Wage Requirements Affidavit of Agreement**

Contract No. F50B8400008

Name of Contractor:

Address:

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

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

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

**If the Contract Is a Living Wage Contract**

- A. The Undersigned, being an authorized representative of the above-named Contractor, hereby affirms its commitment to comply with Title 18, State Finance and Procurement Article, Annotated Code of Maryland and, if required, submit all payroll reports to the Commissioner of Labor and Industry with regard to the above stated contract. The Offeror agrees to pay covered employees who are subject to living wage at least the living wage rate in effect at the time service is provided for hours spent on State contract activities, and ensure that its subcontractors who are not exempt also pay the required living wage rate to their covered employees who are subject to the living wage for hours spent on a State contract for services. The Contractor agrees to comply with, and ensure its subcontractors comply with, the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate established by the Commissioner of Labor and Industry, automatically upon the effective date of the revised wage rate.
- B. \_\_\_\_\_ (initial here if applicable) The Offeror affirms it has no covered employees for the following reasons: (check all that apply):
- ☐ The employee(s) proposed to work on the contract will spend less than one-half of the employee's time during any work week on the contract
  - ☐ The employee(s) proposed to work on the contract is 17 years of age or younger during the duration of the contract; or
  - ☐ The employee(s) proposed to work on the contract will work less than 13 consecutive weeks on the State contract.

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

Name of Authorized Representative:

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

Title:

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

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

**SUBMIT THIS AFFIDAVIT WITH PROPOSAL**

## Attachment G. Federal Funds Attachments

### A Summary of Certain Federal Fund Requirements and Restrictions

1. Form and rule enclosed: 18 U.S.C. 1913 and Section 1352 of P.L. 101-121 require that all prospective and present sub-grantees (this includes all levels of funding) who receive more than \$100,000 in federal funds must submit the form "Certification Against Lobbying." It assures, generally, that recipients will not lobby federal entities with federal funds, and that, as is required, they will disclose other lobbying on form SF- LLL.
2. Form and instructions enclosed: "Form LLL, Disclosure of Lobbying Activities" must be submitted by those receiving more than \$100,000 in federal funds, to disclose any lobbying of federal entities (a) with profits from federal contracts or (b) funded with nonfederal funds.
3. Form and summary of Act enclosed: Sub-recipients of federal funds on any level must complete a "Certification Regarding Environmental Tobacco Smoke," required by Public Law 103-227, the Pro-Children Act of 1994. Such law prohibits smoking in any portion of any indoor facility owned or leased or contracted for regular provision of health, day care, early childhood development, education, or library services for children under the age of 18. Such language must be included in the conditions of award (they are included in the certification, which may be part of such conditions.) This does not apply to those solely receiving Medicaid or Medicare, or facilities where WIC coupons are redeemed.
4. In addition, federal law requires that:
  - A) Title 2 of the Code of Federal Regulations (CFR) 200, specifically Subpart D, requires that grantees (both recipients and sub-recipients) which expend a total of \$750,000 in federal assistance shall have a single or program-specific audit conducted for that year in accordance with the provisions of the Single Audit Act of 1984, P.L. 98-502, and the Single Audit Act Amendments of 1996, P.L. 104-156 and Title 2 CFR 200, Subpart D. All sub-grantee audit reports, performed in compliance with Title 2 CFR 200 shall be forwarded within 30 days of report issuance to the TO Project/Contract Manager.
  - B) All sub-recipients of federal funds comply with Sections 503 and 504 of the Rehabilitation Act of 1973, the conditions of which are summarized in item (C).
  - C) Recipients of \$10,000 or more (on any level) must include in their contract language the requirements of Sections 503 (language specified) and 504 referenced in item (B).

Section 503 of the Rehabilitation Act of 1973, as amended, requires recipients to take affirmative action to employ and advance in employment qualified disabled people. An affirmative action program must be prepared and maintained by all contractors with 50 or more employees and one or more federal contracts of \$50,000 or more.

This clause must appear in subcontracts of \$10,000 or more:

- 1) The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 2) The contractor agrees to comply with the rules, regulations, and relevant orders of the secretary of labor issued pursuant to the act.
- 3) In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the secretary of labor issued pursuant to the act.
- 4) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the director, provided by or through the contracting office. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- 5) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- 6) The contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the [federal] secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Sec. 791 et seq.) prohibits discrimination on the basis of handicap in all federally assisted programs and activities. It requires the analysis and making of any changes needed in three general areas of operation- programs, activities, and facilities and employment. It states, among other things, that:

*Grantees that provide health ... services should undertake tasks such as ensuring emergency treatment for the hearing impaired and making certain that persons with impaired sensory or speaking skills are not denied effective notice with regard to benefits, services, and waivers of rights or consents to treatments.*

- D) All sub-recipients comply with Title VI of the Civil Rights Act of 1964 that they must not discriminate in participation by race, color, or national origin.
- E) All sub-recipients of federal funds from SAMHSA (Substance Abuse and Mental Health Services Administration) or NIH (National Institute of Health) are prohibited from paying any direct salary at a rate more than Executive Level II of the Federal Executive pay scale, per year. (This includes, but is not limited to, sub-recipients of the Substance Abuse Prevention and Treatment and the Community Mental Health Block Grants and NIH research grants.)
- F) There may be no discrimination on the basis of age, according to the requirements of the Age Discrimination Act of 1975.
- G) For any education program, as required by Title IX of the Education Amendments of 1972, there may be no discrimination on the basis of sex.

- H) For research projects, a form for Protection of Human Subjects (Assurance/ Certification/ Declaration) should be completed by each level funded, assuring that either: (1) there are no human subjects involved, or (2) an Institutional Review Board (IRB) has given its formal approval before human subjects are involved in research. [This is normally performed during the application process rather than after the award is made, as with other assurances and certifications.]
- I) In addition, there are conditions, requirements, and restrictions which apply only to specific sources of federal funding. These should be included in your grant/contract documents when applicable.



**G-1**

**CERTIFICATION REGARDING LOBBYING**

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Award No. F50B8400008	Organizational Entry
Name and Title of Official Signing for Organizational Entry	Telephone No. Of Signing Official
Signature of Above Official	Date Signed

G-2

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. Contract <input type="checkbox"/> b. Grant <input type="checkbox"/> c. Cooperative Agreement <input type="checkbox"/> d. Loan <input type="checkbox"/> e. Loan guarantee <input type="checkbox"/> f. Loan insurance		<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. Bid/offer/application <input type="checkbox"/> b. Initial award <input type="checkbox"/> c. Post-award		<b>3. Report Type:</b> <input type="checkbox"/> a. Initial filing <input type="checkbox"/> b. Material change For Material Change Only: Year _____ quarter _____ Date of last report _____	
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, <i>if known</i> :			<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b> Congressional District, <i>if known</i> :		
<b>6. Federal Department/Agency:</b>			<b>7. Federal Program Name/Description:</b> CFDA Number, <i>if applicable</i> : _____		
<b>8. Federal Action Number, if known:</b>			<b>9. Award Amount, if known:</b> \$ _____		
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i>			<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a) (last name, first name, MI):</i>		
<b>11. Amount of Payment</b> <i>(check all that apply)</i> \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned			<b>13. Type of Payment</b> <i>(check all that apply)</i> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____		
<b>12. Form of Payment</b> <i>(check all that apply)</i> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind, specify: nature _____ value: _____					
<b>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11:</b>  (attach Continuation Sheet(s) SF-LLLA, if necessary)					
<b>15. Continuation Sheet(s) SF-LLLA attached:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No					
16. Information requested through this form is authorized by title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
<b>Federal Use Only</b>			Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)		

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, sub-grants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
11. (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
12. The certifying official shall sign and date the form and print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

**G-3**

**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Public Law 103-227, also known as the Pro Children Act of 1994, Part C Environmental Tobacco Smoke, requires that smoking not be permitted in any portion of any indoor facility owned, or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated or maintained with such federal funds. The law does not apply to children's services provided in private residences, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole sources of applicable federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this certification, the Offeror/contractor (for acquisitions) or applicant/grantee (for grants) certifies that the submitting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The submitting organization further agrees that it will require the language of this certification be included in any sub-awards which contain provisions for children's services and that all sub-recipients shall certify accordingly.

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Signature of Authorized Certifying Individual

## Attachment H. Conflict of Interest Affidavit and Disclosure

### Reference COMAR 21.05.08.08

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

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

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

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

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

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

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

(Authorized Representative and Affiant)

**SUBMIT THIS AFFIDAVIT WITH Bid/PROPOSAL**

## Attachment I. Non-Disclosure Agreement (TO Contractor)

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made by and between the State of Maryland (the “State”), acting by and through the Maryland Department of Information Technology (the Department), and \_\_\_\_\_ (the “TO Contractor”).

### RECITALS

**WHEREAS**, the TO Contractor has been awarded a contract (the “TO Agreement”) following the solicitation for Independent Verification and Validation, Maryland Total Health Information Network Project (MD THINK) Solicitation # F50B8400008; and

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

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

1. Regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such, “Confidential Information” means (1) any and all information provided by or made available by the State to the TO Contractor in connection with the TO Agreement and (2) any and all personally identifiable information (PII) (including but not limited to personal information as defined in Md. Ann. Code, General Provisions §4-101(h)) and protected health information (PHI) that is provided by a person or entity to the TO Contractor in connection with this TO Agreement. Confidential Information includes, by way of example only, information that the TO Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the TO Agreement.
2. The TO Contractor shall not, without the State’s prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information except for the sole and exclusive purpose of performing under the TO Agreement. The TO Contractor shall limit access to the Confidential Information to the TO Contractor’s Personnel who have a demonstrable need to know such Confidential Information in order to perform under TO Agreement and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of the TO Contractor’s Personnel are attached hereto and made a part hereof as **Attachment I-2**. TO Contractor shall update **Attachment I-2** by adding additional names (whether TO Contractor’s Personnel or a subcontractor’s personnel) as needed, from time to time.
3. If the TO Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the TO Contractor’s performance of the TO Agreement or will otherwise have a role in performing any aspect of the TO Agreement, the TO Contractor shall first obtain the written consent of the State to any such dissemination. The State may grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion.
4. The TO Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, adopt or establish operating procedures and physical security measures, and take all other measures necessary to protect the Confidential Information from inadvertent release or

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



- g. The effective date of this Agreement shall be the same as the effective date of the TO Agreement entered into by the parties.

**IN WITNESS WHEREOF**, the parties have, by their duly authorized representatives, executed this Agreement as of the day and year first above written.

TO Contractor:

DoIT

By:

By:

(seal)

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:



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

[illegible]

**I-3 NON-DISCLOSURE AGREEMENT**

**CERTIFICATION TO ACCOMPANY RETURN OR DELETION OF CONFIDENTIAL  
INFORMATION**

I AFFIRM THAT:

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

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

DATE: \_\_\_\_\_

NAME OF TO CONTRACTOR: \_\_\_\_\_

BY: \_\_\_\_\_  
(Signature)

TITLE: \_\_\_\_\_  
(Authorized Representative and Affiant)

## **Attachment J. HIPAA Business Associate Agreement**

This solicitation does not require a HIPAA Business Associate Agreement.

## **Attachment K. Mercury Affidavit**

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

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

This solicitation does not require a Location of the Performance of Services Disclosure.

## Attachment M. Task Order

### CATS+ TORFP#F50B8400008 OF MASTER CONTRACT #060B2490023

This Task Order Agreement (“TO Agreement”) is made this day of Month, 20XX by and between \_\_\_\_\_ (TO Contractor) and the STATE OF MARYLAND, Department of Information Technology (DoIT).

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
  - a. “Agency” means the Maryland Department of Information Technology, as identified in the CATS+ TORFP #F50B8400008.
  - b. “CATS+ TORFP” means the Task Order Request for Proposals #F50B8400008, dated MONTH DAY, YEAR, including any addenda and amendments.
  - c. “Master Contract” means the CATS+ Master Contract between the Maryland Department of Information Technology and TO Contractor.
  - d. “TO Procurement Officer” means Matthew Mickler. The Department may change the TO Procurement Officer at any time by written notice.
  - e. “TO Agreement” means this signed TO Agreement between DoIT and TO Contractor.
  - f. “TO Contractor” means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is \_\_\_\_\_.
  - g. “TO Project/Contract Manager” means Karen Poplewski. The Department may change the TO Project/Contract Manager at any time by written notice to the TO Contractor.
  - h. “TO Technical Proposal” means the TO Contractor’s technical response to the CATS+ TORFP dated date of TO Technical Proposal.
  - i. “TO Financial Proposal” means the TO Contractor’s financial response to the CATS+ TORFP dated date of TO Financial Proposal.
  - j. “TO Proposal” collectively refers to the TO Technical Proposal and TO Financial Proposal.
2. Scope of Work
  - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supersede the Master Contract.
  - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 3 of the CATS+ TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:

The TO Agreement,

Exhibit A – CATS+ TORFP

Exhibit B – TO Technical Proposal

Exhibit C – TO Financial Proposal

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

3. Time for Performance

Unless terminated earlier as provided in the Master Contract, the term of this TO Agreement shall commence as of the "Effective Date" and expire on the <<xxth (xxth)>> anniversary thereof. **\*\*if option periods exist add: \*\*** At the sole option of the State, this TO Agreement may be extended for 4, one-year periods for a total 5 year TO Agreement period ending on Month, Day, Year.

4. Consideration and Payment

4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS+ TORFP and shall not exceed \$\_\_\_\_\_. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Project/Contract 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 Department's receipt of a proper invoice for services provided by the TO Contractor, acceptance by the Department 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 Department TO Project/Contract 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.

5. Liquidated Damages for MBE

5.1 The TO Agreement requires the TO Contractor to comply in good faith with the MBE Program and TO Agreement provisions. The State and the TO Contractor acknowledge and agree that the

State will incur damages, including but not limited to loss of goodwill, detrimental impact on economic development, and diversion of internal staff resources, if the TO Contractor does not comply in good faith with the requirements of the MBE Program and MBE TO Agreement provisions. The parties further acknowledge and agree that the damages the State might reasonably be anticipated to accrue as a result of such lack of compliance are difficult to ascertain with precision.

- 5.2 Therefore, upon issuance of a written determination by the State that the TO Contractor failed to comply in good faith with one or more of the specified MBE Program requirements or MBE TO Agreement provisions, the TO Contractor shall pay liquidated damages to the State at the rates set forth below. The TO Contractor expressly agrees that the State may withhold payment on any invoices as a set-off against liquidated damages owed. The TO Contractor further agrees that for each specified violation, the agreed upon liquidated damages are reasonably proximate to the loss the State is anticipated to incur as a result of such violation.
- (a) Failure to submit each monthly payment report in full compliance with COMAR 21.11.03.13B (3): \$26.00 per day until the monthly report is submitted as required.
  - (b) Failure to include in its agreements with MBE subcontractors a provision requiring submission of payment reports in full compliance with COMAR 21.11.03.13B (4): \$88.00 per MBE subcontractor.
  - (c) Failure to comply with COMAR 21.11.03.12 in terminating, canceling, or changing the scope of work/value of a contract with an MBE subcontractor and/or amendment of the MBE participation schedule: the difference between the dollar value of the MBE participation commitment on the MBE participation schedule for that specific MBE firm and the dollar value of the work performed by that MBE firm for the Contract.
  - (d) Failure to meet the Contractor's total MBE participation goal and sub goal commitments: the difference between the dollar value of the total MBE participation commitment on the MBE participation schedule and the MBE participation actually achieved.
  - (e) Failure to promptly pay all undisputed amounts to an MBE subcontractor in full compliance with the prompt payment provisions of the TO Agreement: \$99.00 per day until the undisputed amount due to the MBE subcontractor is paid.
- 5.3 Notwithstanding the assessment or availability of liquidated damages, the State reserves the right to terminate the TO Agreement and exercise any and all other rights or remedies which may be available under the TO Agreement or Law.



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

TO Contractor Name

\_\_\_\_\_

By: Type or Print TO Contractor POC

\_\_\_\_\_

Date

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

STATE OF MARYLAND, DoIT

\_\_\_\_\_

By: Agency Head or Designee

\_\_\_\_\_

Date

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

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

\_\_\_\_\_

Assistant Attorney General

## Attachment N. IV&V DATA POLICY

### Scope

This policy covers DoIT's policy for the storage and transmission of all IV&V sensitive data, regardless of the medium. Each TO Contractor Personnel engaged on an IV&V shall sign and receive a copy of this policy.

### Purpose

The purpose of this policy is to provide all Maryland Agencies, TO Contractor(s), and any personnel involved in an IV&V project with the assurance that information gathered and opinions developed on the health of the project undergoing an IV&V are safely held and securely transmitted throughout IV&V project activities as defined by DoIT. It provides DoIT, Agency and TO Contractor Personnel with the standards for handling of IV&V sensitive data including findings and recommendation data.

### Definition

- **Confidential Information:** Non-public information that if disclosed could result in a high negative impact to the State of Maryland, its' employees or citizens and may include information or records deemed as Private, Privileged or Sensitive.
- **Project identifiable information (PII):** Used in DoIT's IV&V methodology to refer to information that can be used to uniquely identify or connect to a single project or can be used with other sources to uniquely identify a single project. The information may include individual or combination of data elements including: Contract Number, Task Order number, Purchase Order, Project Name, Project Acronym, Agency, Project Start and End Dates, Project Manager or Team members, and project code.
- **IV&V Sensitive data:** IV&V sensitive data is defined as confidential information and includes all electronic or paper document forms related to the IV&V findings and recommendations. It includes the draft findings report, final findings report, internal presentation, agency presentation materials, and derivatives of these artifacts which contain project identifiable information.

### Policies & Procedures:

#### Watermarking

All IV&V sensitive data is confidential information and shall be clearly marked as "Confidential". This is to include findings report (draft & final), presentations (internal & Agency), or derivatives of these artifacts which contain specific project identifiable information for a particular IV&V.

#### Access to IV&V sensitive data

Only those Agency, TO Contractor, and DoIT personnel with explicit need-to-know and other individuals for whom an authorized Maryland State official has determined there is a mission-essential need-to-share and the individual has signed a non-disclosure agreement will have access to IV&V sensitive data.

Physical access controls must be in place for access to IV&V sensitive data. Physical access controls may depend on DoIT, Agency, and TO Contractor's individual facilities. They would include:

- Data Centers;
- Areas containing servers and associated media;
- Networking cabinets and wiring closets; and
- Operations and control areas.

Access to data centers and secured areas where IV&V sensitive data is stored will be granted for those employees, contractors, technicians and vendors who have legitimate business responsibilities on the IV&V. Authorization should be:

- Based on frequency of need for access;
- Approved by the manager responsible for the IV&V at the respective organization. The IV&V TO Project/Contract Manager must be informed of all personnel granted access.

Each individual having access to IV&V sensitive data is responsible for:

- Ensuring that all portable storage media such as hard drives, flash media drives, diskettes, magnetic tapes, laptops, PDA devices, DVDs and CDs are physically secured;
- Ensuring proper environmental and physical controls are established to prevent accidental or unintentional loss of IV&V sensitive data residing on IT systems;
- Ensuring that any physical access controls are auditable.

#### Distribution within IV&V Project Team

The IV&V TO Project/Contract Manager will manage, and directly deliver controlled and tracked paper copies of IV&V sensitive documents which are stamped Confidential. Electronic file transmission method of IV&V sensitive data via e-mail is strictly prohibited. All electronic file transmission methods must be secure and encrypted. Examples include a secure site with password protection and access restriction to electronic files for individuals authorized to access IV&V sensitive data.

All request for paper or electronic files must be requested through the IV&V TO Project/Contract Manager and approved prior to granting of access to paper or electronic file.

#### Storage

Physically controlled access to and securely stored information system media, both paper and digital, based on the "Confidential" classification of the information recorded on the media. Storage is prohibited on portable devices unless prior written approval from IV&V TO Project/Contract Manager has been granted. Approved storage on portable devices must be encrypted; kept from view by unauthorized individuals; protect against viewing while in use and when unattended, store in locked desks, cabinets, or offices within a physically secured building.

#### Redacted IV&V sensitive data

For training and lessons learned purposes only, IV&V sensitive data may be redacted and all project identifiable information removed from paper and electronic copies. All requests to create redacted IV&V sensitive data for paper or electronic copies must be made to the IV&V TO Project/Contract Manager and approved prior to redaction. A copy of the final versions of the redacted information will be provided to the IV&V TO Project/Contract Manager for review and approval.

**Questions about this policy**

If you have questions about this policy, please contact the TO Project/Contract Manager.

**Policy adherence**

Failure to follow this policy can result in disciplinary action including, but not limited to, termination of IV&V contract.

I EXPRESSLY ACKNOWLEDGE THAT I HAVE READ THIS POLICY AND UNDERSTAND THE POLICIES, PROCEDURES, OBLIGATIONS, AND CONDITIONS SET FORTH HEREIN. BY SIGNING, I EXPRESSLY CONSENT TO BE BOUND BY DOIT's IV&V SENSITIVE DATA POLICY SET FORTH.

**TO Contractor/TO Contractor's Personnel**

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

## Attachment O. Certification Regarding Investments in Iran

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

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

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

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

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

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

### CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

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

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

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

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

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

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

## Appendix 1. Abbreviations and Definitions

- A. 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
- B. Access - The ability or the means necessary to read, write, modify, or communicate data/information or otherwise use any information system resource
- C. Business Day(s) – The official working days of the week to include Monday through Friday. Official working days excluding State Holidays (see definition of “Normal State Business Hours” below).
- D. COMAR – Code of Maryland Regulations available on-line at <http://www.dsd.state.md.us/COMAR/ComarHome.html>.
- E. Data Breach – The unauthorized acquisition, use, modification or disclosure of State data, or other Sensitive Data
- F. Department of Information Technology (DoIT)
- G. Effective Date - The date of mutual TO Agreement execution by the parties
- H. Information Technology (IT) – All electronic information-processing hardware and software, including: (a) maintenance; (b) telecommunications; and (c) associated consulting services
- I. Key Personnel – All TO Contractor Personnel identified in the solicitation as such that are essential to the work being performed under the Task Order. See TORFP **Section 3.10**.
- J. Local Time – Time in the Eastern Time Zone as observed by the State of Maryland. Unless otherwise specified, all stated times shall be Local Time, even if not expressly designated as such.
- K. Minority Business Enterprise (MBE) – Any legal entity certified as defined at COMAR 21.01.02.01B (54) which is certified by the Maryland Department of Transportation under COMAR 21.11.03.
- L. Normal State Business Hours - Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except State Holidays, which can be found at: [www.dbm.maryland.gov](http://www.dbm.maryland.gov) – keyword: State Holidays.
- M. Notice to Proceed (NTP) – A written notice from the TO Procurement Officer that work under the Task Order, project or Work Order (as applicable) is to begin as of a specified date. The NTP Date is the start date of work under the Task Order, project or Work Order. Additional NTPs may be issued by either the TO Procurement Officer or the TO Project/Contract Manager regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.
- N. NTP Date – The date specified in a NTP for work on Task Order, project or Work Order to begin.
- O. Offeror – A Master Contractor that submits a Proposal in response to this TORFP.
- P. Personally Identifiable Information (PII) – Any information about an individual maintained by the State, including (1) any information that can be used to distinguish or trace an individual identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.

- Q. Protected Health Information (PHI) – Information that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (i) that identifies the individual; or (ii) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- R. Security Incident – A violation or imminent threat of violation of computer security policies, Security Measures, acceptable use policies, or standard security practices. “Imminent threat of violation” is a situation in which the organization has a factual basis for believing that a specific incident is about to occur.
- S. Security or Security Measures – The technology, policy and procedures that a) protects and b) controls access to networks, systems, and data
- T. Sensitive Data - Means PII; PHI; other proprietary or confidential data as defined by the State, including but not limited to “personal information” under Md. Code Ann., Commercial Law § 14-3501(d) and Md. Code Ann., St. Govt. § 10-1301(c) and information not subject to disclosure under the Public Information Act, Title 4 of the General Provisions Article; and .information about an individual that (1) can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; (2) is linked or linkable to an individual, such as medical, educational, financial, and employment information
- U. State – The State of Maryland.
- V. Task Order (TO) – The scope of work described in this TORFP.
- W. TO Agreement - The contract awarded to the successful Offeror pursuant to this Task Order Request for Proposals, the form of which is attached to this TORFP as **Attachment M**.
- X. TO Contractor Personnel - Employees and agents and subcontractor employees and agents performing work at the direction of the TO Contractor under the terms of the Task Order awarded from this TORFP.
- Y. TO Proposal – As appropriate, either or both of an Offeror’s TO Technical or TO Financial Proposal.
- Z. Technical Safeguards – The technology and the policy and procedures for its use that protect State Data and control access to it.
- AA. Total Proposal Price - The Offeror’s total proposed price for services in response to this solicitation, included in the TO Financial Proposal with **Attachment B – TO Financial Proposal Form**, and used in the financial evaluation of Proposals (see **TORFP Section 5.5**).
- BB. 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.
- CC. Work Order – A subset of work authorized by the TO Project/Contract Manager performed under the general scope of this TORFP, which is defined in advance of TO Contractor fulfillment, and which may not require a TO Agreement modification.

Except as otherwise provided, any reference to the Task Order shall be deemed to include reference to a Work Order.



## Appendix 2. Offeror Information Sheet

Offeror	
Company Name	
Street Address	
City, State, Zip Code	
TO Contractor Federal Employer Identification Number (FEIN)	
TO Contractor eMM ID number	As of the date of Proposal submission, are you registered to do business with the state of Maryland?
SBE / MBE/ VSBE Certification	
SBE	Number: Expiration Date:
VSBE	Number: Expiration Date:
MBE	Number: Expiration Date: Categories to be applied to this solicitation (dual certified firms must choose only one category).
Offeror Primary Contact	
Name	
Title	
Office Telephone number (with area code)	
Cell Telephone number (with area code)	
e-mail address	
Authorized Offer Signatory	
Name	
Title	
Office Telephone number (with area code)	
Cell Telephone number (with area code)	
e-mail address	

## Appendix 3. Labor Classification Personnel Resume Summary

### INSTRUCTIONS:

1. For each person proposed, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements.  
  
For example: If you propose John Smith, who is your subcontractor, and you believe he meets the requirements of the Group Facilitator, you will complete the top section of the form by entering John Smith's name and the subcontractor's company name. You will then complete the right side of the Group Facilitator form documenting how the individual meets each of the requirements. 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 mandatory time requirement; in this case, three months.
2. Additional information may be attached to each Labor Category Personnel Resume Summary that may assist a full and complete understanding of the individual being proposed.
3. For this TORFP,
  - A. Master Contractors shall comply with all personnel requirements defined under the Master Contract RFP 060B2490023.
  - B. Master Contractors shall propose <<agency, please pick one: **the CATS+ Labor Category that best fits each proposed resource OR 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:
    - 1) Failure to follow these instructions.
    - 2) Failure to propose a resource for each job title or labor category identified in the TORFP as a required submission.
    - 3) Failure of any proposed resource to meet minimum requirements as listed in this TORFP and in the CATS+ Master Contract.
    - 4) Placing content on the **Minimum Qualifications Summary** that is not also on the **Personnel Resume Summary**. *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 Summary and shall not contain additional content not found on the other form.*
4. Complete and sign the **Minimum Qualifications Summary (Appendix A)** and the **Personnel Resume Form (Appendix B)** for each resource proposed. Alternate resume formats are not allowed.
  - a. The **Minimum Qualifications Summary** demonstrates the proposed resource meets minimum qualifications for the labor category, as defined in the CATS+ 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 (Appendix B)** 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 Summary**.

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.).

- b. 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.

<<laborResumeAppendixNumber>>A MINIMUM QUALIFICATIONS SUMMARY

CATS+ TORFP # F50B8400008

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

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

**Master Contractor  
Representative:**

**Proposed Individual:**

Signature

<<signatoryFirstName>>

<<signatoryLastName>>

Printed Name:

Date

Signature

Printed Name

Date

<<laborResumeAppendixNumber>>B. Labor Classification Personnel Resume Summary

TORFP # F50B8400008

Instructions: Enter resume information in the fields below; do not submit other resume formats. Submit one resume for each proposed resource

Candidate Name:

TO Contractor: (offerorCompanyName)

**Education / Training**

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 the TORFP. Starts with the most recent experience first; do not include non-relevant experience.

[Organization] [Title / Role] [Period of Employment / Work] [Location] [Contact Person (Optional if current employer)]	Description of Work...
[Organization] [Title / Role] [Period of Employment / Work] [Location] [Contact Person]	Description of Work...
<add lines as needed>	

**Employment History**

List employment history, starting with the most recent employment first

Start and End Dates	Job Title or Position	Organization Name	Reason for Leaving
<add lines as needed>			

Personnel Resume Summary (Continued)

\*“Candidate Relevant Experience” section must be filled out. Do not enter “see resume” as a response.

**References**

List persons the State may contact as employment references

Reference Name	Job Title or Position	Organization Name	Telephone / E-mail
<add lines as needed>			

Proposed Individual's Name/Company Name:	How does the proposed individual meet each requirement?
<b>LABOR CATEGORY TITLE:</b>	<i>Offeror to Enter the Labor Category Name</i>
Requirement	Candidate Relevant Experience *
Education: [Insert the education description from Section <<x.x>>for the applicable labor category]	Education:
Experience: [Insert the experience description from Section <<x.x>>for the applicable labor category]	Experience:
Duties: [Insert the duties description from Section <<x.x>>for the applicable labor category]	Duties:

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

TO Contractor Representative:

Proposed Individual:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Sign each Form**

## Appendix 4. Offeror Non-Disclosure Agreement

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

OFFEROR warrants and represents that it intends to submit a TO Technical Proposal in response to TORFP # F50B840000 for Independent Verification and Validation, Maryland Total health Information Network Project (MD THINK). In order for the OFFEROR to submit a TO Technical Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to <<typeofNonDisclosureInfoOfferor>>. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described above, the OFFEROR agrees as follows:

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

imprisonment not exceeding five (5) years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.

8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

Offeror: \_\_\_\_\_

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

*Signature/Seal*

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

Title: <<signatoryTitle>> \_\_\_\_\_



## Appendix 5. Criminal Background Check Affidavit

AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

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

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

\_\_\_\_\_  
Master Contractor

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date