

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

AGILE SCRUM TEAM RESOURCES

CATS+ TORFP #N00B8400064
Agency Control No.: OTHS/MDTHK-18-009-S



Issue Date: July 12, 2017

KEY INFORMATION SUMMARY SHEET

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

Solicitation Title:	Agile Scrum Team Resources
Solicitation Number (TORFP #):	CATS+ TORFP #N00B8400064; OTHS/MDTHK-18-009-S
Functional Area:	Functional Area 5 – Software Engineering Services
Issue Date:	July 12, 2017
Questions Due Date and Time:	August 28, 2017 2PM EST
Closing Date and Time:	September 12, 2017 2PM EST
TO Requesting Agency:	Department of Human Services (Department or DHS)
Send Proposals to:	Leah Hinson
Send Questions (e-mail only) to:	Leah.hinson@maryland.gov
TO Procurement Officer:	Leah Hinson
TO Manager:	Vallimananalan Thirugnanam
TO Type:	Time and materials
Period of Performance:	Three (3) year base period and two one-year renewal options
MBE Goal:	20% (Refer to TORFP Section 1.12)
VSBE Goal:	5% (Refer to TORFP Section 1.14)
Small Business Reserve (SBR):	No
Primary Place of Performance:	Various locations, including: 311 W. Saratoga Street Baltimore, MD 21201 Places of performance will be identified in each Work Order
TO Pre-proposal Conference:	Department of Human Services 311 West Saratoga Street, Baltimore, Room 104 MD 21201 07/21/2017 at 10:00 AM Local Time See Attachment 5 for directions.

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1 ADMINISTRATIVE INFORMATION

1.1 TORFP SUBJECT TO CATS+ MASTER CONTRACT

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

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

1.2 ROLES AND RESPONSIBILITIES

Personnel roles and responsibilities under the TO:

- A. **TO Procurement Officer** – The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement.
- B. **TO Manager** - The TO Manager has the primary responsibility for the management of the work performed under the TO Agreement, administrative functions, including issuing written directions, and for ensuring compliance with the terms and conditions of the CATS+ Master Contract. The TO Manager may designate one or more persons to act as his representative in connection with the foregoing activities. The TO Manager will assign tasks to the personnel provided under this TORFP and will track and monitor the work being performed through the monthly accounting of hours.
- C. **TO Contractor** – The TO Contractor is the CATS+ Master Contractor awarded this TO. The TO Contractor shall provide Human Services as necessary to perform the services described in this TORFP Scope of Work.
- D. **TO Contractor Manager** – The TO Contractor Manager will serve as primary point of contact with the TO Manager to regularly discuss progress of tasks, upcoming tasking, historical performance, and resolution of any issues that may arise pertaining to the TO Contractor Personnel. The TO Contractor Manager will serve as liaison between the TO Manager and the senior TO Contractor management.
- E. **TO Contractor Personnel** – Any official, employee, agent, subcontractor, or subcontractor agents of the TO Contractor who is involved with the TO over the course of the TO Agreement 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 performance. Key Personnel proposed as part of the TO Proposal shall start as of a Work Order Agreement issuance unless specified otherwise in this TORFP or the Offeror’s TO Technical Proposal. If Key Personnel proposed as part of the TO Proposal are no longer available at the time a Work Order is issued or awarded, the TO Contractor shall follow the substitution of personnel procedures in Section 3.11 of this TORFP.

1.3 TO AGREEMENT

Based upon an evaluation of TO Proposal responses, up to fifteen (15) Master Contractors will be selected to conduct the work defined in Section 3 - Scope of Work and subsequent Work Orders. A specific TO Agreement, Attachment 2, will then be entered into between the State and the selected Master Contractors) which will bind the selected Master Contractors (TO Contractors) to the contents of its TO Proposal, including the TO Financial Proposal.

1.4 TO PROPOSAL SUBMISSIONS

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

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

1.5 ORAL PRESENTATIONS/INTERVIEWS

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

Interviews, which are a type of oral presentation, will be performed by internet (e.g., Skype, GotoMeeting, WebEx) or in person for all Offerors meeting minimum qualifications. All candidates shall be interviewed in substantially the same manner. The Procurement Officer shall, for each round of interviews, determine whether internet or in-person interviews will be utilized.

However, in the event that more than twenty (20) qualified proposals are received, the TO Procurement Officer may elect to follow a down-select process as more fully described in Section 5.3 prior to the oral presentations and interviews.

1.6 QUESTIONS

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

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

1.7 TO PRE-PROPOSAL CONFERENCE

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

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

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

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

1.8 CONFLICT OF INTEREST

The TO Contractor shall provide IT technical and/or consulting services for State agencies or component programs with those agencies, and shall do so impartially and without any conflicts of interest. Each Offeror shall complete and include with its TO Proposal a Conflict of Interest Affidavit and Disclosure in the form included as Attachment 3 of this TORFP. If the TO Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the TO Procurement Officer may reject an Offeror's TO Proposal under COMAR 21.06.02.03B.

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

By submitting a Conflict of Interest Affidavit and Disclosure, the Offeror shall be construed as certifying all personnel and subcontractors do not have a conflict of interest as defined in COMAR 21.05.08.08A.

1.9 LIMITATION OF LIABILITY

The TO Contractor's liability is limited in accordance with Section 7 of the CATS+ Master Contract. TO Contractor's liability under Section 7.3 of the CATS+ Master Contract for this TORFP is limited to one (1) times the total Work Order Agreement amount unless otherwise specified.

1.10 CHANGE ORDERS

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

1.11 TRAVEL REIMBURSEMENT

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

1.12 MINORITY BUSINESS ENTERPRISE (MBE)

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

A minimum overall MBE subcontractor participation goal of 20% has been established for the aggregate of all Work Order Agreements awarded pursuant to this TORFP. The State shall assess the potential for an MBE subcontractor participation goal for each Work Order issued and shall set a goal, if appropriate.

Each Master Contractor that responds to this TORFP shall complete, sign, and submit, without edits, Attachment 12-TORFP Acknowledgement of Work Order MBE Requirements at the time of TO Proposal submission (See Attachment 12 Minority Business Enterprise Forms and Section 4 TO Proposal Format and Submission Requirements). **Failure of the Master Contractor to complete, sign, and submit all required MBE documentation at the time of TO Proposal submission will result in the State's rejection of the Master Contractor's TO Proposal.**

Master Contractors responding to a Work Order shall complete, sign, without edits, and submit all required MBE documentation – Work Order Attachments 12-1A (MBE Utilization and Fair Solicitation Affidavit and MBE Participation Schedule) at the time of Work Order Proposal submission. Failure to do so will result in the State's rejection of the Master Contractor's proposal to the Work Order

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

1.13 MBE PARTICIPATION REPORTS

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

- A. Monthly reporting of MBE participation is required in accordance with the terms and conditions of the CATS+ Master Contract by the 15th day of each month.
- B. The TO Contractor shall provide a completed MBE Prime Contractor Paid/Unpaid MBE Invoice Report (Attachment 12-4A) and, if applicable, MBE Prime Contractor Report (Attachment 12-4B) to the TO Requesting Agency at the same time the invoice copy is sent.
- C. The TO Contractor shall ensure that each MBE subcontractor provides a completed Subcontractor Paid/Unpaid MBE Invoice Report (Attachment 12-5).
- D. Subcontractor reporting shall be sent directly from the subcontractor to the TO Requesting Agency. The TO Contractor shall E-mail all completed forms, copies of invoices and checks paid to the MBE directly to the TO Manager.

1.14 VETERAN OWNED SMALL BUSINESS ENTERPRISE (VSBE)

A minimum overall VSBE subcontractor participation goal of 5% has been established for the aggregate of all Work Order Agreements awarded pursuant to this TORFP. The State shall assess the potential for an VSBE subcontractor participation goal for each Work Order issued and shall set a goal, if appropriate.

Each Master Contractor that responds to this TORFP shall complete, sign, and submit, without edits, Attachment 13-TORFP, Acknowledgement of Work Order VSBE Requirements at the time of TO Proposal submission (See Attachment 13A and Section 4 TO Proposal Format and Submission Requirements). Failure of the Master Contractor to complete, sign, and submit all required VSBE documentation at the time of TO Proposal submission will result in the State's rejection of the Master Contractor's TO Proposal.

Master Contractors responding to a Work Order shall complete, sign, without edits, and submit all required VSBE documentation – Work Order Attachments 13- 1 at the time of Work Order Proposal submission. Failure to do so will result in the State's rejection of the Master Contractor's proposal to the Work Order

In 2015, Maryland amended COMAR 21.11.13.05 as part of its Veteran-Owned Small Business Enterprise (VSBE) program concerning VSBE primes. This amendment, which became effective March 6, 2015 and is applicable to this task order, allows an agency to count the distinct, clearly defined portion of work that a certified VSBE performs with its own workforce toward meeting up to one-hundred (100%) of the VSBE goal established for a procurement. Please see the attached VSBE forms and instructions.

Questions or concerns regarding the Veteran-Owned Small Business Enterprise (VSBE) subcontractor participation goal of this solicitation must be raised before the due date for submission of TO Proposals.

DHS shall monitor both the TO Contractor's efforts to achieve the VSBE participation goal and compliance with reporting requirements. Monthly reporting of VSBE participation is required by the 15th day of each month. The TO Contractor shall submit required reports as described in Attachment 13.

1.15 VSBE PARTICIPATION REPORTS

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

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

1.16 NON-DISCLOSURE AGREEMENT

1.16.1 NON-DISCLOSURE AGREEMENT (OFFEROR)

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

1.16.2 NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

Certain system documentation may be required by the TO Manager in order to fulfill the requirements of the TO Agreement. The TO Contractor and TO Contractor Personnel who review such documents will be required to sign a Non-Disclosure Agreement (TO Contractor) in the form of Attachment 6.

1.17 LIVING WAGE

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

All TO Proposals shall be accompanied by a completed Living Wage Affidavit of Agreement, Attachment 8 of this TORFP.

1.18 IRANIAN NON-INVESTMENT

All TO Proposals shall be accompanied by a completed Certification Regarding Investments in Iran, Attachment 9 of this TORFP.

1.19 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

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

Attachment 7 is a sample of the TO Contractor Self-Reporting Checklist. DoIT may send initial checklists out to applicable/selected TO Contractors approximately three months after the award date for a TO. The TO Contractor shall complete and return the checklist as instructed on the form. Subsequently, at six month intervals from the due date on the initial checklist, the TO Contractor shall update and resend the checklist to DoIT.

1.20 MERCURY AND PRODUCTS THAT CONTAIN MERCURY

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

1.21 PURCHASING AND RECYCLING ELECTRONIC PRODUCTS

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

1.22 FEDERAL FUNDING ACKNOWLEDGEMENT

1.22.1 There are programmatic conditions that apply to the Contract due to federal funding (see Attachment 11).

1.22.2 The total amount of federal funds appropriated for DHS 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.

1.22.3 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 11. Any additional conditions that apply to this particular federally-funded contract are contained as supplements to Federal Funds Attachment 10 and Offerors are to complete and submit these Attachments with their 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.

1.23 LOCATION OF THE PERFORMANCE OF SERVICES DISCLOSURE

The Offeror is required to complete the Location of the Performance of Services Disclosure. A copy of this Disclosure is included as Attachment 10. The Disclosure must be provided with the Proposal.

1.24 DEFINITIONS

Agile	A methodology that relies on iterative development where requirements and solutions evolve through collaboration between cross-functional teams. Agile methods generally promote a disciplined project management process with frequent inspection and adaptation.
Department of Information Technology	The unit of the Executive Branch of Maryland State government that administers Information Technology (IT) and Telecommunication functions.
Business Day	Monday through Friday (excluding State holidays)
CASE Tools	Set of software application programs, which are used to automate SDLC activities.
Information Technology (IT)	All electronic information-processing hardware and software, including: (a) maintenance; (b) telecommunications; and (c) associated consulting services.
Local Time	Time in the Eastern Time zone as observed by the State of Maryland. Unless otherwise specified, all stated times shall be Local Time, even if not expressly designated as such.
Normal State Business Hours	Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except State Holidays, which can be found at: www.dbm.maryland.gov – keyword: State Holidays.
Notice to Proceed (NTP)	A written notice from the TO Procurement Officer that work on the Task Order, project or Work Order shall begin on a specified date. Additional NTPs may be issued by either the TO Procurement Officer or the TO Manager regarding the start date for any service

	included within this solicitation with a delayed implementation date.
NTP Date	The date specified in an NTP for work on the Task Order, project or Work Order to begin.
Offeror	A Master Contractor that submits a proposal in response to this TORFP
Program Increment (PI)	The Program Increment (PI) provides a structure to connect the long term vision and the scrum teams. PIs are similar to sprints, but at higher level.
Scrum Team	A collection of individuals working together to deliver the requested and committed product increments.
SDLC	System Development Life Cycle
Stakeholder Work Groups (SWG)	SWGs are comprised of individuals with the strategic and fiduciary responsibility that prioritize, and manage the specific Value Streams for each Enterprise IT Portfolio. This is a highly collaborative cross-functioning team empowered to make business decisions based on executive direction and strategic plans.
Sprint	A set period of time during which specific work (features capabilities) must be designed, developed, tested and made ready for review.
Staffing Management Plan	The Staffing Management Plan details how Human Services requirements will be fulfilled.
State	The State of Maryland
Subcontractor	An agent, service provider, supplier, or vendor selected by the TO Contractor to provide services or products under the direction of the TO Contractor or other subcontractors. Subcontractors are subject to the same terms and conditions as the TO Contractor.
Task Order (TO)	The scope of work described in this TORFP
Task Order Agreement (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 2.
Task Order Proposal (TO Proposal)	As appropriate, either or both an Offeror's Technical or Financial Proposal to this TORFP.
Task Order Request for Proposals (TORFP)	This TORFP, including any amendments / addenda thereto.
Total Evaluated Price	The Offeror's total proposed price for products/services proposed in response to this solicitation, included in the TO Price Sheet, and used in the financial evaluation of TO Proposals.
User Story	User stories are used with agile software

	development methodologies as the basis for defining the functions a business system must provide, and to facilitate requirements management. It captures the "who", "what" and "why" of a requirement in a simple, concise way, often limited in detail.
Work Order	A subset of work authorized by the TO Manager performed under the general scope of this TORFP, which is defined in advance of fulfillment. Except as otherwise provided, any reference to the TO shall be deemed to include reference to a Work Order.
Work Order Agreement	An executed agreement between DHS and the TO Contractor selected to perform services on the behalf of DHS in response to a Work Order. All general terms and conditions in the TORFP and TO Agreement apply to the Work Order Agreements. A Work Order Agreement may not conflict with or supersede the TORFP term (period of performance), or terms and conditions.
Working Day(s)	Same as "Business Day"

2 OFFEROR'S PERSONNEL EXPERIENCE LEVELS AND QUALIFICATIONS

2.1 TO CONTRACTOR KEY PERSONNEL QUALIFICATIONS AND EXPERIENCE

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 + RFP 2.10. Resumes shall clearly outline starting dates and ending dates for each applicable experience or skill. Refer to CATS+ RFP Section 2.10 for examples of duties for the Key Personnel and the required education, general and specialized experience.

- A. Architect, Information Technology (Senior)
- B. Engineer, Information (Senior)
- C. Subject Matter Expert (Senior)
- D. Application Developer, Advanced Technology (Senior)
- E. Database Management Specialist (Senior)

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3 SCOPE OF OBJECTIVES

3.1 BACKGROUND/PURPOSE

The Department of Human Services (DHS) intends to award this TORFP to up to fifteen (15) Master Contractors that propose a team of resources and a Staffing Management Plan that can best satisfy the TO requirements for agile scrum resources as part of the Maryland Total Human-services Integrated Network (MD THINK) modernization activities and platform. This TORFP is designed to provide DHS with the ability to procure agile development resources with required skill sets and scrum teams that will be utilized to build the MD THINK infrastructure/platform, applications, data repositories, reports and dashboards and support activities related to data conversion and system integration points.

After award of the TORFP, DHS will conduct a secondary level of competition through a Work Order process to procure smaller teams for specific projects. During this secondary level of competition, specific requirements and services will be requested using the Work Order process outlined in Section 3.12 and will be open to all Master Contractors awarded a TO Agreement under the TORFP (refer to TORFP Section 3.5 for examples of potential services). **Note: Receiving an award under this TORFP is not a guarantee that DHS will award a subsequent WO Agreement to all of the Master Contractors.**

3.2 AGENCY 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.

3.3 CURRENT LANDSCAPE

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. Our systems are perpetually falling further behind in terms of technology and are increasingly out of step with our needs and requirements.

3.4 FUTURE LANDSCAPE

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 noted above. The first priority is to develop a cloud-based shared data repository that is scalable, with shared functionality across programs. This includes, but is not limited to, security controls, document management, financial systems, dashboards and analytic tools. DHS is utilizing the State's contract to provide cloud hosting in the State's Cloud environment for the required infrastructure.

The second priority is to replace the outdated and siloed 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.

Below is a list of the technology products and application programming languages DHS intends to utilize to build the shared data repository and case management systems.

EC2 Instances	OpenVPN	Docker EE
EBS	WSO2 API Management	Navicat
S3	AppScan	Aqua Data Studio
CloudFront	HP Fortify	MongoChef
RDS	TrustWave AppDetective Pro	ForgeRock
Splunk IT Service Intelligence	BurpSuite Pro	SailPoint
Ansible Tower	Jenkins	EDB PostgreSQL
Atlassian Confluence	ER/Win	MongoDB or Other NoSQL Database
NGINX Plus	Oxygen XML Editor Enterprise	Corticon
NGINX Free	Hadoop Cloudera Distribution	JBoss EAP
Indeo ProGet Enterprise	SpliceMachine	JBoss Fuse
Atlassian BitBucket Datacenter	Talend Fabric	Office Timeline+
Tenable Nessus Manager	Qlik Sense Enterprise	iText
Sensu Enterprise	SQL Developer	Version 1
Duo Access	Eclipse	JIRA Service Desk
Trend Micro Deep Security	Revolution R	JMeter
SonarQube	Tomcat	Tableau

Application programming languages include:

Java	SQL
JavaScript	JSON
Ruby on Rails	XML

3.5 SCOPE OF WORK

In order to effectively replace the outdated systems and implement the new, modern systems and applications, various services and resources will be required at every stage of development. Examples of potential services that may be required under a work order include, but are not limited to:

- A. Providing ongoing cloud infrastructure, system development and maintenance support including building new systems, troubleshooting and resolving issues in Open systems using Component-based software and CASE tools as needed.
- B. Analyzing and documenting complex system requirements.
- C. Designing software tools and subsystems to support software reuse and domain analyses and managing their implementation.
- D. Interpreting software requirements, designing specifications to code, managing software development and support (using formal specifications, data flow diagrams, and other accepted design techniques and tools), and integrating and testing software components.
- E. Estimating software development effort and schedules.
- F. Reviewing existing programs and assisting in making refinements, performance improvements, and improving current techniques.
- G. Estimating and tracking software quality attributes.
- H. Engaging in the full life cycle of a software system development.
- I. Providing process definition and reengineering.
- J. Requirements management (project planning, quality assurance, project tracking and oversight, organizational process focus).
- K. Project management, certification, validation and verification services.
- L. Providing architecture and security services.
- M. Supervising software configuration management.

3.6 TO CONTRACTOR RESPONSIBILITIES

- A. All resources and services under this TORFP will be requested through the Work Order process (see Section 3.12). Master Contractors shall propose their Staffing Management Plan for providing the types of resources and services that will support the State during the new system development activities associated with MD THINK.
- B. In addition to the 5 Key Personnel listed in Section 2 herein, the TO Contractor will be required to propose additional personnel following the CATS+ Labor Categories below in response to a Work Order.
 - 1. Administrator, Systems
 - 2. Analyst, Computer Software/Integration (Senior)
 - 3. Analyst, Computer Systems (Junior)
 - 4. Analyst, Computer Systems (Senior)
 - 5. Analyst, Financial
 - 6. Analyst, Financial (Senior)

7. Analyst, Systems (Senior)
8. Application Developer, Advanced Technology
9. Applications Development Expert
10. Applications Programmer
11. Architect, Application (Senior)
12. Architect, Internet/Web
13. Architect, Systems (Senior)
14. Architect, Systems Design
15. Computer Programmer (Junior)
16. Computer Programmer (Senior)
17. Computer Specialist
18. Computer Specialist (Senior)
19. Computer Systems Programmer
20. Computer Systems Programmer (Senior)
21. Database Management Specialist (Junior)
22. Database Manager
23. Documentation Specialist
24. Engineer, Information
25. Engineer, Information Security
26. Engineer, Network Security
27. Engineer, Software
28. Engineer, Systems
29. Engineer, Systems (Senior)
30. Engineer Systems Design
31. IT Professional (Senior)
32. Planner, Information Technology (Senior)
33. Program Administration Specialist
34. Program Manager
35. Project Control Specialist
36. Project Manager
37. Quality Assurance Consultant (Senior)
38. Quality Assurance Manager
39. Quality Assurance Specialist
40. Security, Computer Systems Specialist
41. Security, Data Specialist
42. Subject Matter Expert
43. System Security Specialist
44. Systems Security Specialist (Senior)
45. Testing Specialist
46. Training Specialist/Instructor
47. Technical Writer/Editor

3.7 REMOVAL OF A TO CONTRACTOR

DHS reserves the unilateral right to remove TO Contractors from a TO Agreement if it is determined to be in the

State's best interest. Examples of why the State may elect to remove a TO Contractor includes, but is not limited to the following:

- A. Failure to retain qualified staff for the labor categories awarded under the TO Agreement;
- B. Failure to consistently provide a response to Work Orders; or
- C. Failure to complete Work Order objectives.

3.8 PROFESSIONAL DEVELOPMENT

Any TO Personnel provided under this TORFP shall maintain any professional certifications required by a Work Order for the duration of the resulting Work Order Agreement.

3.9 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES

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

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

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

- A. SAFe version 4.0. Additional information is available at: <http://www.scaledagileframework.com> , under 'Agile Alternatives'
- B. The State of Maryland Information Technology Security Policy and Standards at: www.DoIT.maryland.gov - keyword: Security Policy, and any other Security guidelines provided in this TORFP
- 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: www.DoIT.maryland.gov - keyword: IT Project Oversight
- E. The State of Maryland Agile Software SDLC Policy at: <http://doit.maryland.gov/SDLC/Pages/agile-sdlc.asp>
- 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/>

3.10 PROJECT METHODOLOGY

The State is adopting an enterprise agile development and implementation methodology. An agile approach is an approach in which teams deliver business value in the form of working functionality early and often. This is done through close collaboration with functional stakeholders, breakdown and prioritization of work, frequent delivery of high-quality, demonstrable solution increments, and a focus on SAFe principles. The Offeror is required to adopt a similar agile approach in addressing and delivering the proposed work.

3.11 PERFORMANCE AND PERSONNEL

- A. Business Hours Support: The TO Contractor's collective assigned personnel shall support core business hours (8:30 AM to 5:00 PM), Monday through Friday, except for State holidays.
- B. The TO Manager may direct the TO Contractor to replace any TO Contractor Personnel who, in the sole discretion of the TO Manager, are determined to be unqualified, non-productive, unable to fully perform the job duties, disruptive, or known, or reasonably believed, to have committed a major infraction(s) of law or Department or Agency, Contract, or Task Order requirement.
- C. If deemed appropriate in the discretion of the TO Manager, the TO Manager shall give written notice of any TO Contractor Personnel performance issues to the TO Contractor, describing the problem and delineating the remediation requirement(s). The TO Contractor shall provide a written remediation plan within three (3) days of the date of the notice under a Work Order. If the TO Manager rejects the remediation plan, the TO Contractor shall revise and resubmit the plan to the TO Manager within five (5) days of the rejection, or in the timeframe set forth by the TO Manager in writing. Once a remediation plan has been accepted in writing by the TO Manager, the TO Contractor shall immediately implement the remediation plan.
- D. Should performance issues persist despite the approved remediation plan, the TO Manager will give written notice of the continuing performance issues and either request a new remediation plan within a specified time limit or direct the removal and replacement of the TO Contractor Personnel whose performance is at issue.
- E. In circumstances of directed removal, the TO Contractor shall provide a suitable replacement for TO Manager approval within fifteen (15) days of the date of the notification of directed removal, or the actual removal, whichever occurs first, or such earlier time as directed by the TO Manager in the event of a removal of less than fifteen (15) days of notice.
- F. Normally, a directed personnel replacement will occur only after prior notification of problems with requested remediation, as described above. However, the TO Manager reserves the right to direct immediate personnel replacement without utilizing the remediation procedure described above.
- G. 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 Master Contract or which otherwise may be available at law or in equity.
- H. If a TO Contractor fails to provide a suitable personnel replacement, DHS reserves the right to reach out to the next overall ranked (technical and financial combined) TO Contractor who responded to a Work Order and offer them the opportunity to submit candidates for consideration.

3.11.1 SUBSTITUTION OF PERSONNEL

3.11.1.1 PRIOR TO AND 30 DAYS AFTER TASK/WORK ORDER EXECUTION

Prior to Task or Work Order Agreement execution or within thirty (30) days after Task or Work Order Agreement execution, the Offeror may substitute proposed personnel only under the following circumstances: vacancy occurs due to the sudden termination, resignation, or approved

leave of absence due to an Extraordinary Personnel Event, or death of such personnel. To qualify for such substitution, the Offeror must describe to the State's satisfaction the event necessitating substitution and must demonstrate that the originally proposed personnel are actual full-time direct employees with the Offeror (subcontractors, temporary staff or 1099 contractors do not qualify). Proposed substitutions shall be of equal caliber or higher, in the State's sole discretion. Proposed substitutes deemed by the State to be less qualified than the originally proposed individual may be grounds for pre-award disqualification or post-award termination.

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

3.11.1.2 SUBSTITUTION POST 30 DAYS AFTER TASK/WORK ORDER EXECUTION

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

- A. The TO Contractor may not substitute personnel without the prior approval of the TO Manager.
- B. To replace any personnel, the TO Contractor shall submit resumes of the proposed individual specifying the intended approved labor category. Any proposed substitute personnel shall have qualifications that are comparable to the replaced personnel.
- C. Proposed substitute individual shall be approved by the TO Manager. The TO Manager shall have the option to interview the proposed substitute personnel and may require that such interviews be in person. After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the requested substitution. If no acceptable substitute personnel is proposed within the time frame established by the TO Manager, the Work Order may be cancelled; or If a TO Contractor fails to provide a suitable personnel replacement, DHS reserves the right to reach out to the next overall ranked (technical and financial combined) TO Contractor who responded to a Work Order and offer them the opportunity to submit personnel for consideration.

3.11.2 PREMISES AND OPERATIONAL SECURITY

Security requirements shall be governed by the terms and conditions defined in the CATS+ RFP and identified specifically in each Work Order released under this TORFP.

3.11.3 WORK SPACE, WORKSTATIONS, NETWORK CONNECTIVITY, SOFTWARE AND EQUIPMENT

Work Orders will indicate if either the State and/or the TO Contractor will provide all necessary office space, network connectivity and required workstation hardware/software necessary to complete the requirements of the Work Order. All resources must bring own laptops and must meet State's security policy before connecting to State's network.

3.12 WORK ORDER PROCESS

A Work Order (refer to Appendix 1) will be sent to all TO Contractors awarded a TO Agreement under the TORFP. Specific areas of required expertise may be further defined in a Work Order. The TO Contractor is responsible for ensuring appropriate TO Contractor Personnel are assigned to perform the work as specified in a Work Order and shall certify that all candidates meet the required qualifications. TO Contractors shall only propose staff available at the time of the Work Order Proposal. The TO Proposal shall clearly identify applicable experiences related to the requirements of the Work Order.

- A. Time and Material Work Orders will be issued in accordance with pre-approved labor categories with the fully loaded rates proposed in Attachment 1.
- B. The Work Order will include:
 1. Requirements and description of the service or resources needed
 2. Performance objectives, as applicable
 3. Due date and time for submitting a response to the request
 4. Required place(s) where work must be performed
 5. Security requirements
 6. Invoicing requirements
 7. Required office space, hardware, software, connectivity
- C. The TO Contractor shall e-mail a response to the TO Manager within the time specified in the Work Order 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 using the format provided in Appendix 3 – Sample Work Order Price Proposal
 3. A description of the proposed personnel resources with the required qualifications and skill sets to perform the requested tasks, identifying the corresponding CATS+ labor category
 4. Appendix 2 – Work Order Resume Form
 5. An explanation of how tasks shall be completed, including proposed subcontractors and related tasks
 6. State-furnished information, work site, and/or access to equipment, facilities, or personnel
- D. The TO Manager will review the response and will confirm that the proposed labor rates are consistent with this TORFP.
- E. The TO Manager may contact the TO Contractor to obtain additional information, clarification or revision to the Work Order response. Written approval by the TO Procurement Officer is required before the Work Order Agreement may be executed by the State.
- F. Proposed personnel on any type of Work Order shall be approved by the TO Manager. The TO

Contractor shall furnish resumes of proposed personnel specifying the labor category from the CATS+ Labor Categories proposed in the TO Proposal. The TO Manager shall have the option to interview the proposed personnel and, in the event of an interview or not, shall notify the TO Contractor of acceptance or denial of the personnel.

- G. The criteria for making a Work Order award determination will be detailed in the Work Order.
- H. Commencement of work under a Work Order shall be initiated only upon issuance of a fully executed Work Order Agreement and NTP authorized by the State.

3.13 INVOICING

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

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

3.14 INSURANCE

Master Contractors shall confirm that, as of the date of its TO Proposal in response to the TORFP, the insurance policies incorporated into its Master Contract are still current and effective at the required levels (See CATS+ RFP Section 2.7).

The Offeror shall also confirm that any insurance policies intended to satisfy the requirements of this TORFP are issued by a company that is licensed to do business in the State of Maryland. The recommended awardee must provide a certificate(s) of insurance with the prescribed coverages, limits and requirements set forth in the CATS+ RFP Section 2.7 within five (5) Business Days from notice of recommended award. During the period of performance for multi-year Task Order Agreements, the TO Contractor shall update certificates of insurance annually, or as otherwise directed by the TO Manager.

4 TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

4.1 REQUIRED RESPONSE

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

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

4.2 SUBMISSION

4.2.1 E-MAIL SUBMISSION

TO Proposals shall be submitted via email. The TO Technical Proposal shall be submitted in one or more unencrypted e-mails separate from the TO Financial Proposal. This e-mail shall include:

- A. Subject line “CATS+ TORFP #N00B8400064 Technical” plus the Master Contractor Name
- B. One attachment labeled “TORFP #N00B8400064 Technical - Attachments” containing all Technical Proposal Attachments (see Section 4.3 below), signed and in PDF format.
- C. One password protected attachment labeled “TORFP #N00B8400064 Technical – Proposal” in Microsoft Word format (2007 or later). DHS will contact Offerors for the password to open each file. Offerors that are unable to provide a password that opens the TO Proposal documents will be deemed not susceptible for award.

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

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

- A. Subject line “CATS+ TORFP #N00B8400064 Financial” plus the Master Contractor Name
- B. One attachment labeled “TORFP #N00B8400064 Financial” containing the TO Financial Proposal contents, signed and in PDF format.

4.2.3 All pages of both TO Proposal volumes shall be consecutively numbered from beginning (Page 1) to end (Page “x”).

4.2.4 DHS can only accept e-mails that are less than or equal to 25 MB. If a submission exceeds this size, split the submission into two or more parts and include the appropriate part number in the subject (e.g., part 1 of 2) after the subject line information.

4.3 SUMMARY OF ATTACHMENTS

No attachment forms shall be altered. Signatures shall be clearly visible. The following signed attachments shall be included with the TO Technical Proposal e-mail, with password protection and PDF format:

- A. Attachment 3 – Conflict of Interest Affidavit and Disclosure
- B. Attachment 4 - Personnel Resume Form
- C. Attachment 8 – Living Wage Affidavit of Agreement
- D. Attachment 9 - Certification Regarding Investments in Iran
- E. Attachment 10 - Location of the Performance of Services Disclosure
- F. Attachment 11 - Federal Funds Attachment
- G. Attachment 12 - MBE Form 12-TORFP
- H. Attachment 13 – VSBE Form 13-TORFP

4.3.1 The following attachments shall be included with the TO Financial Proposal e-mail, with password protection:

Attachment 1 Price Sheet – Signed PDF

4.4 PROPOSAL FORMAT

A TO Proposal shall contain the following sections in order:

4.4.1 TO TECHNICAL PROPOSAL

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

A. Proposed Services

Executive Summary: A one-page summary describing the Offeror's understanding of the TORFP Scope of Objectives (Section 3) and proposed solution.

B. Proposed Personnel and TORFP Staffing

Offeror shall:

1. Include representative resumes (refer to TORFP Attachment 4 – Personnel Resume Form) for the five (5) Key Personnel (refer to TORFP Section 2).
2. Provide a Staffing Management Plan that demonstrates how the Offeror will provide resources in addition to the Key Personnel requested in this TORFP, and how the TO Contractor Personnel shall be managed. The Plan shall include, at a minimum:
 - a) The process and proposed lead time for locating and bringing on board resources that meet Work Order requirements.
 - b) The number of available resources for each labor category proposed in response to this TORFP.

- c) The approach for quickly substituting qualified personnel after start of a Task or Work Order.
- d) The names and titles of the Offeror's management staff who will be the point of contact for the personnel and a description of the services rendered under this TO Agreement.

C. Subcontractors

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

D. Master Contractor and Subcontractor Experience and Capabilities

Provide the experience and qualifications that the Master Contractor or subcontractors have for providing professional agile based software engineering services relative to the scope of work required under this TORFP.

1. Provide up to three examples of engagements or contracts the Master Contractor has completed that included the type of services listed in Section 3.5. Up to one example may be used from a subcontractor if Master Contractor is teaming with a subcontractor. For each identified engagement or contract, include contact information for each client organization complete with the following:
 - a) Name of organization.
 - b) Point of contact name, title, e-mail and telephone number (point of contact shall be accessible and knowledgeable regarding experience)
 - c) Services provided as they relate to Section 3 - Scope of Work.
 - d) Start and end dates for each example engagement or contract.
 - e) Current Master Contractor team personnel who participated on the engagement.
 - f) If the Master Contractor is no longer providing the services, explain why not.
2. State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five (5) years with any entity of the State of Maryland.

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

- a) Contract or task order name
- b) Name of organization.
- c) Point of contact name, title, e-mail, and telephone number (point of contact shall be accessible and knowledgeable regarding experience)
- d) Start and end dates for each engagement or contract. If the Master Contractor is no longer providing the services, explain why not.

- e) Dollar value of the contract.
- f) Indicate if the contract was terminated before the original expiration date and why the contract was terminated.
- g) Indicate if any renewal options were not exercised.

Note - State of Maryland experience can be included as part of Section 4.4.1 (D)(1) herein as engagement or contract experience. State of Maryland experience is neither required nor given more weight in proposal evaluations.

E. State Assistance

Provide an estimate of expectation concerning participation by State personnel.

F. Confidentiality

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

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

4.4.2 TO FINANCIAL PROPOSAL

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

Note: Failure to specify a CATS+ Labor Category in the completed Price Sheet for each proposed resource may make the TO Proposal not-reasonably susceptible for award. Prices shall be valid for 180 days.

5 TASK ORDER AWARD PROCESS

5.1 OVERVIEW

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

5.2 TO PROPOSAL EVALUATION CRITERIA

The following are technical criteria for evaluating a TO Proposal in descending order of importance.

- A. The Offeror's technical experience in providing the required software engineering services in the TORFP Scope of Work section.
- B. The capability of the proposed Key Personnel to perform the services required in the TORFP Scope of Work.
- C. The ability for the Master Contractor to meet future Work Order resource expectations.

5.3 SELECTION PROCEDURES

- A. For all TO Proposals deemed technically qualified, oral presentations and interviews of proposed Key Personnel will be performed. However, in the event that more than twenty (20) responsive proposals are received, as described in Section 1.5, the TO Procurement Officer may perform a **down select** process as follows:
 1. An initial review will be performed based on the evaluation criteria in TORFP Section 5.2 for all proposals deemed technically qualified.
 2. Proposals will be ranked from highest to lowest for technical merit based on the evaluation criteria in TORFP Section 5.2.
 3. No less than the top twenty (20) technically ranked proposals will be notified of oral presentations and interviews. All other Offerors will be notified of non-selection for this TORFP.
- B. A subsequent technical ranking will be performed for all proposals based on the oral presentation and interview and the evaluation criteria in TORFP Section 5.3. The proposals will be ranked from highest to lowest.
- C. For TO Proposals deemed technically qualified, the associated TO Financial Proposal will be opened. All others will be deemed not reasonably susceptible of being selected for award and the TO Procurement Officer will notify the Master Contractor it has not been selected for award.
- D. Qualified TO Financial Proposal responses will be reviewed and ranked from lowest to highest price proposed.
- E. The top fifteen (15) most advantageous TO Proposals, considering both the technical and financial submissions, shall be selected for TO award. In making this selection, technical merit has greater weight than financial.

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

5.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

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

- A. Issuance of a fully executed TO Agreement
- B. Non-Disclosure Agreement (TO Contractor)
- C. Purchase Order
- D. Issuance of a Notice to Proceed authorized by the TO Procurement Officer
- E. Proof of insurance (see Section 3.15)

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LIST OF ATTACHMENTS

Attachment Label	Attachment Name	Submission Requirement
Attachment 1	Price Sheet	Submit with TO Financial Proposal with password protection
Attachment 2	Task Order Agreement (TO Agreement)	Do Not Submit with Proposal
Attachment 3	Conflict of Interest Affidavit and Disclosure	Submit with TO Technical Proposal
Attachment 4	Labor Classification Personnel Resume Summary	Submit with TO Technical Proposal
Attachment 5	Pre-Proposal Conference Directions	Do Not Submit with Proposal
Attachment 6	Non-Disclosure Agreement (TO Contractor)	Do Not Submit with Proposal
Attachment 7	TO Contractor Self-Reporting Checklist	Do Not Submit with Proposal
Attachment 8	Living Wage Affidavit of Agreement	Submit with TO Technical Proposal
Attachment 9	Certification Regarding Investments in Iran	Submit with TO Technical Proposal
Attachment 10	Location of Performance of Services Disclosure	Submit with Technical Proposal
Attachment 11	Federal Funds Attachment	Submit with Technical Proposal
Attachment 12-TORFP	Acknowledgement of Work Order MBE Requirements	Submit with Technical Proposal
Attachment 12	Minority Business Enterprise Participation (Attachments 1A – 5)	Submit Attachment 12-1A with Work Order Technical Proposal
Attachment 13-TORFP	Acknowledgement of Work Order VSBE Requirements	Submit with Technical Proposal
Attachment 13	Veteran Owned Small Business Enterprise Utilization Affidavit	Submit Attachment 13-1 with Work Order Technical Proposal
Appendix 1	Sample Work Order	Do Not Submit with Proposal
Appendix 2	Sample Work Order Resume Form	Do Not Submit with Proposal
Appendix 3	Sample Work Order Price Proposal	Do Not Submit with Proposal
Appendix 4	Sample Work Order Agreement	Do Not Submit with Proposal

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

ATTACHMENT 1 – PRICE SHEET

Attached as a separate Excel spreadsheet.

ATTACHMENT 2 - TASK ORDER AGREEMENT

CATS+ TORFP #N00B8400064 OF MASTER CONTRACT #060B2490023

This Task Order Agreement (“TO Agreement”) is made this day of Month, 2017 by and between _____ (TO Contractor) and the STATE OF MARYLAND, Department of Human Services (DHS).

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 DHS, as identified in the CATS+ TORFP #N00B8400064.
 - b) “CATS+ TORFP” means the Task Order Request for Proposals #N00B8400064, dated MONTH DAY, YEAR, including any addenda and amendments.
 - c) “Master Contract” means the CATS+ Master Contract between the Maryland Department of Information Technology and TO Contractor dated _____.
 - d) “TO Procurement Officer” means <<TO Procurement Officer>>. The Agency may change the TO Procurement Officer at any time by written notice.
 - e) “TO Agreement” means this signed TO Agreement between DHS and TO Contractor.
 - f) “TO Contractor” means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is _____.
 - g) “TO Manager” means <<TO Manager Name>>. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
 - h) “TO Technical Proposal” means the TO Contractor’s technical response to the CATS+ TORFP dated date of TO Technical Proposal.
 - i) “TO Financial Proposal” means the TO Contractor’s financial response to the CATS+ TORFP dated date of TO Financial Proposal.
 - j) “TO Proposal” collectively refers to the TO Technical Proposal and TO Financial Proposal.
2. Scope of Work
 - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supersede the Master Contract.
 - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 3 of the CATS+ TORFP. These services shall be provided in accordance

with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:

- a) The TO Agreement
- b) Exhibit A – CATS+ TORFP
- c) Exhibit B – TO Technical Proposal
- d) Exhibit C – TO Financial Proposal

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

3. Time for Performance

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS+ TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of _____, commencing on the date the TO Agreement is fully executed and terminating on Month Day, Year. At the sole option of the State, this TO Agreement may be extended for two (2) additional, one (1) year periods for a total TO Agreement period ending on Month, Day, Year.

4. Consideration and Payment

- 4.1 The consideration to be paid the TO Contractor shall not exceed \$_____. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.
- 4.2 Payments to the TO Contractor shall be made as outlined Section 3 of the CATS+ TORFP, but no later than thirty (30) days after the Agency's receipt of a proper invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.
- 4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is _____. Charges for late payment of invoices other than as prescribed by Title 15,

Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to the Agency TO Manager unless otherwise specified herein.

- 4.4 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer.

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

TO Contractor Name

By: Type or Print TO Contractor POC

Date

Witness: _____

STATE OF MARYLAND, <<TO REQUESTING AGENCY ACRONYM>>

By: Larif Hamm, TO Procurement Officer

Date

Witness: _____

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

Assistant Attorney General

ATTACHMENT 3 - CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

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

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

Date:_____

By:_____

(Authorized Representative and Affiant)

ATTACHMENT 4 - LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY (INSTRUCTIONS)

- 1) For this TORFP,
 - a) Master Contractors shall comply with all personnel requirements defined under the Master Contract RFP 060B2490023.
 - b) Master Contractors shall propose the CATS+ Labor Category that best fits each proposed resource. A Master Contractor may only propose against labor categories in the Master Contractor's CATS+ Master Contract Financial Proposal.
 - c) Complete and sign the **Personnel Resume Form** (Attachment 4) for each resource proposed. Alternate resume formats are not allowed.
 - i) The **Personnel Resume Form** provides resumes in a standard format. Additional information may be attached to each Personnel Resume Summary if it aids a full and complete understanding of the individual proposed.

ATTACHMENT 4 – PERSONNEL RESUME FORM

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

Resource Name:
Master Contractor:
Proposed CATS+ Labor Category:
Job Title (As listed in TORFP):

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

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

Relevant Work Experience*

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

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

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

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

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

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

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

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

Master Contractor Representative:

Signature Date

Proposed Individual:

Signature Date

Instruction: Sign each form.

ATTACHMENT 5 - PRE-PROPOSAL CONFERENCE DIRECTIONS

Driving Directions click on the link below (Allow sufficient time for your commute and parking. Fee'd parking is available at garages):

[Driving Directions](#) to 311 West Saratoga Street Baltimore, Maryland 21201

Visitor Information:

All visitors must show and present a valid State driver's license or identification card at the Security Desk, located on the 1st floor of the DHS building to obtain a visitors pass.

ATTACHMENT 6 - NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made as of this ___ day of _____, 20___, by and between the State of Maryland (“the State”), acting by and through its <<TO Requesting Agency Name>>, <<TO REQUESTING AGENCY ACRONYM>>, (the “Department or Agency”), and _____ (“TO Contractor”), a corporation with its principal business office located at _____ and its principal office in Maryland located at _____.

RECITALS

WHEREAS, the TO Contractor has been awarded a Task Order Agreement (the “TO Agreement”) for <<Solicitation Title>> TORFP No. <<SOLICITATION NUMBER>> dated _____, (the “TORFP”) issued under the Consulting and Technical Services procurement issued by the Department or Agency, Project Number 060B2490023; and

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

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

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

such dissemination. The State may grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion.

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

f) The Recitals are not merely prefatory but are an integral part hereof.

TO Contractor/TO Contractor's Personnel:

DHS :

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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

Printed Name and Address
of Employee or Agent

Signature

Date

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

ATTACHMENT 7 - TO CONTRACTOR SELF-REPORTING CHECKLIST

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

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

<p>invoices?</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)</p>
<p>Section 3 – Substitution of Personnel</p>
<p>A) Has there been any substitution of personnel? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, skip to Section 4.)</p>
<p>B) Did the Master Contractor request each personnel substitution in writing? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)</p>
<p>C) Does each accepted substitution possess equivalent or better education, experience and qualifications than incumbent personnel? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)</p>
<p>Was the substitute approved by the agency in writing? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)</p>
<p>Section 4 – MBE Participation</p>
<p>A) What is the MBE goal as a percentage of the TO value? % (If there is no MBE goal, skip to Section 5)</p>
<p>B) Are MBE reports 2-4A, 2-4B, and 2-5 submitted monthly? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)</p>
<p>C) What is the actual MBE percentage to date? (divide the dollar amount paid to date to the MBE by the total amount paid to date on the TO) %</p> <p>(Example - \$3,000 was paid to date to the MBE subcontractor; \$10,000 was paid to date on the TO; the MBE percentage is 30% (3,000 ÷ 10,000 = 0.30))</p>
<p>Is this consistent with the planned MBE percentage at this stage of the project? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)</p>
<p>Has the Master Contractor expressed difficulty with meeting the MBE goal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If yes, explain the circumstances and any planned corrective actions)</p>
<p>Section 5 – TO Change Management</p>
<p>A) Is there a written change management procedure applicable to this TO? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)</p>
<p>B) Does the change management procedure include the following?</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/> Sections for c</p> <p>Yes <input type="checkbox"/></p> <p>of change on satisfying TO requirements)</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>change control board, steering committee, or management team)</p>

<p>C) Have any change orders been executed? Yes <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> (If yes, explain expected or actual impact on TO cost, scope, schedule, risk and quality)</p>
<p>D) Is the change management procedure being followed? Yes <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> (If no, explain why)</p>

SUBMIT AS INSTRUCTED IN TORFP.

ATTACHMENT 8 - LIVING WAGE AFFIDAVIT OF AGREEMENT

Contract No. _____

Name of Contractor _____

Address _____

City _____ State _____ Zip Code _____

If the Contract is Exempt from the Living Wage Law

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

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

If the Contract is a Living Wage Contract

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

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

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

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

Name of Authorized Representative: _____

Signature of Authorized Representative _____

Date: _____ Title: _____

Witness Name (Typed or Printed): _____

Witness Signature and Date: _____

ATTACHMENT 9 - CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

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

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

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

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

CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

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

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____ Title: _____

Witness Name (Typed or Printed): _____

Witness Signature and Date: _____

ATTACHMENT 10 - LOCATION OF THE PERFORMANCE OF SERVICES DISCLOSURE

(submit with Bid/Proposal)

Pursuant to Md. Ann. Code, State Finance and Procurement Article, § 12-111, and in conjunction with the Bid/Proposal submitted in response to Solicitation No. _____, the following disclosures are hereby made:

1. At the time of Bid/Proposal submission, the Bidder/Offeror and/or its proposed subcontractors:
 - ___ have plans
 - ___ have no plans

to perform any services required under the resulting Contract outside of the United States.

2. If services required under the contract are anticipated to be performed outside the United States by either the Bidder/Offeror or its proposed subcontractors, the Bidder/Offeror shall answer the following (attach additional pages if necessary):

a. Location(s) services will be performed:

b. Reasons why it is necessary or advantageous to perform services outside the United States:

The undersigned, being an authorized representative of the Bidder/Offeror, hereby affirms that the contents of this disclosure are true to the best of my knowledge, information, and belief.

Date: _____

Bidder/Offeror Name: _____

By: _____

Name: _____

Title: _____

Please be advised that DHS may contract for services provided outside of the United States if: the services are not available in the United States; the price of services in the United States exceeds by an unreasonable amount the price of services provided outside the United States; or the quality of services in the United States is substantially less than the quality of comparably priced services provided outside the United States.

ATTACHMENT 11 - FEDERAL FUNDS ATTACHMENT

A Summary of Certain Federal Fund Requirements and Restrictions

[Details of particular laws, which may levy a penalty for noncompliance, are available from the Department of Health and Mental Hygiene.]

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:

OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations requires that grantees (both recipients and sub-recipients) which expend a total of \$300,000 or more (\$500,000 for fiscal years ending after December 31, 2003) 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 the Office of Management and Budget (OBM) Circular A-133. All sub-grantee audit reports, performed in compliance with the aforementioned Circular shall be forwarded within 30 days of report issuance to the 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:

- a) 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.
- b) The contractor agrees to comply with the rules, regulations, and relevant orders of the secretary of labor issued pursuant to the act.
- c) 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.
- d) 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.
- e) 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 is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- f) 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 1 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 that (2) an Institutional Review Board (IRB) has given its formal approval before human subjects are involved in research. [This is normally done 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.

**ATTACHMENT 11A: U.S. Department of Health and Human Services
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.	Organizational Entry
Name and Title of Official Signing for Organizational Entry	Telephone No. Of Signing Official
Signature of Above Official	Date Signed

ATTACHMENT 11B: DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Action: a. Contract b. Grant c. Cooperative Agreement d. Loan e. Loan guarantee f. Loan insurance	2. Status of Federal Action: a. Bid/offer/application b. Initial award c. Post-award	3. Report Type: a. Initial filing b. Material change For Material Change Only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, <i>if known</i> :	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, <i>if known</i> :	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, <i>if applicable</i> : _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
11. Amount of Payment (<i>check all that apply</i>) \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	13. Type of Payment (<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: _____	
12. Form of Payment (<i>check all that apply</i>) <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind, specify: nature _____ value:		

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: (attach Continuation Sheet(s) SF-LLLA, if necessary)	
15. Continuation Sheet(s) SF-LLLA attached: <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: _____
Federal Use Only	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.
10. (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).
11. 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.

ATTACHMENT 11C: DEPARTMENT OF HEALTH AND HUMAN SERVICES

Public Health Service
Health Resources and
Service Administration
Rockville, MD 20857

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.

Signature of Authorized Certifying Individual

ATTACHMENT 12-TORFP

Agile Scrum Team Resources - Acknowledgement of Work Order MBE Requirements

This document shall be included with the submittal of the Master Contractor’s response to the TORFP. If the Master Contractor fails to complete and submit this form with its response to the TORFP, the Procurement Officer shall determine that the Master Contractor’s response to the TORFP is not reasonably susceptible of being selected for award.

In conjunction with the offer submitted in response to Solicitation No. N00B8400064, I affirm the following:

1. I understand that if I am awarded a Task Order Agreement under the solicitation noted above, I will have the opportunity to compete for and win Work Orders that may contain MBE participation requirements.
2. If I am awarded a Task Order Agreement under the solicitation noted above, and I respond to a Work Order that contains MBE requirements by submitting a Work Order Proposal, I understand that if I fail to comply with any of the MBE requirements outlined in the Work Order, my Work Order Proposal will be eliminated from further consideration.
3. If I am awarded a Work Order Agreement, I commit to making a good faith effort to achieve the MBE goal established for the Work Order.

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

Bidder/Offeror Name

Signature of Affiant

Printed Name, Title

Address

Date

ATTACHMENT 12 – MINORITY BUSINESS ENTERPRISE (MBE) FORMS
TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING REQUIREMENTS
CATS+ TORFP #N00B8400064

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

- 1) As the TO Contractor, you have entered into a TO Agreement with the State of Maryland. As such, your company/firm is responsible for successful completion of all deliverables under the contract, including your commitment to making a good faith effort to meet the MBE participation goal(s) established for TORFP. Part of that effort, as outlined in the TORFP, includes submission of monthly reports to the State regarding the previous month's MBE payment activity. Reporting forms Attachment 12-4A (MBE Prime Contractor Paid/Unpaid Invoice Report), Attachment 12-4B (MBE Prime Contractor Report) and Attachment 12-5 (MBE Subcontractor Paid/Unpaid Invoice Report) are attached for your use and convenience.
- 2) The TO Contractor must complete a separate Form Attachment 12-4A for each MBE subcontractor for each month of the contract and submit one copy to each of the locations indicated at the bottom of the form. The report is due no later than the 15th of the month following the month that is being reported. For example, the report for January's activity is due no later than the 15th of February. With the approval of the TO Manager, the report may be submitted electronically. Note: Reports are required to be submitted each month, regardless whether there was any MBE payment activity for the reporting month.
- 3) The TO Contractor is responsible for ensuring that each subcontractor receives a copy of Form 2-5 (e-copy of and/or hard copy). The TO Contractor should make sure that the subcontractor receives all the information necessary to complete the form properly, including all of the information located in the upper right corner of the form. It may be wise to customize Form 2-5 (upper right corner of the form) for the subcontractor. This will help to minimize any confusion for those who receive and review the reports.
- 4) It is the responsibility of the TO Contractor to make sure that all subcontractors submit reports no later than the 15th of each month, **including reports showing zero MBE payment activity**. Actual payment data is verified and entered into the State's financial management tracking system from the **Subcontractor's Attachment 12-5 report only**. Therefore, if the subcontractor(s) do not submit Attachment 12-5 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 Attachment 12-4A. The TO Manager will contact the TO Contractor if reports are not received each month from either the prime contractor or any of the identified subcontractors.
- 5) The TO Contractor must promptly notify the TO Manager if, during the course of the contract, a new MBE subcontractor is utilized. Failure to comply with the MBE contract provisions and reporting requirements may result in sanctions, as provided by COMAR 21.11.03.13.

**MBE ATTACHMENT 12-1A
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 Work Order proposal. If the Offeror fails to accurately complete and submit this Affidavit and Schedule with the proposal as required, the Procurement Officer shall deem the shall determine that the proposal is not reasonably susceptible of being selected for award.

1. Contractor shall structure its procedures for the performance of the work required in this Contract to attempt to achieve the minority business enterprise (MBE) subcontractor participation goal stated in the Request for Proposals. Contractor agrees to exercise good faith efforts to carry out the requirements set forth in these Instructions, as authorized by the Code of Maryland Regulations (COMAR) 21.11.03.
2. MBE Goals and Subgoals: Please review the solicitation for information regarding the Contract's MBE overall participation goals and subgoals. After satisfying the requirements for any established subgoals, the Contractor is encouraged to use a diverse group of subcontractors and suppliers from any/all of the various MBE classifications to meet the remainder of the overall MBE participation goal.
3. MBE means a minority business enterprise that is certified by the Maryland Department of Transportation ("MDOT"). Only MBEs certified by MDOT may be counted for purposes of achieving the MBE participation goals. In order to be counted for purposes of achieving the MBE participation goals, the MBE firm, including an MBE prime, must be MDOT-certified for the services, materials or supplies that it is committed to perform on the MBE Participation Schedule.
4. Please refer to the MDOT MBE Directory at www.mdot.state.md.us 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. 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 12-1-B** Waiver Guidance, the MBE Prime's ability to self-perform certain portions of the work of the Contract will not be deemed a substitute for the good faith efforts to meet any remaining subgoal or the balance of the overall goal.
 - ✓ In certain instances where the percentages allocated to MBE participation subgoals add up to more than 50% of the overall goal, the portion of self-performed work that an MBE Prime may count toward the overall goal may be limited to less than 50%. Please refer to GOMA's website (www.goma.maryland.gov) for the MBE Prime Regulations Q&A for illustrative examples.
6. Subject to items 1 through 5 above, when a certified MBE performs as a participant in a joint venture, a procurement agency may count a portion of the total dollar value of the contract equal to the distinct, clearly-defined portion of the work of the contract that the certified MBE performs with its workforce towards fulfilling the contract goal, and not more than one of the contract subgoals, if any.
 7. As set forth in COMAR 21.11.03.12-1, once the Contract work begins, the work performed by a certified MBE firm, including an MBE prime, can only be counted towards the MBE participation goal(s) if the MBE firm is performing a commercially useful function on the Contract. Please refer to COMAR 21.11.03.12-1 for more information regarding these requirements.
 8. If you have any questions as to whether a firm is certified to perform the specific services or provide specific products, please contact MDOT's Office of Minority Business Enterprise at 1-800-544-6056 or via e-mail to mbe@mdot.state.md.us sufficiently prior to the submission due date.
 9. Worksheet: The percentage of MBE participation, calculated using the percentage amounts for all of the MBE firms listed on the Participation Schedule **MUST** at least equal the MBE participation goal **and** subgoals (if applicable) set forth in the solicitation. If an Offeror is unable to achieve the MBE participation goal and/or any subgoals (if applicable), the Offeror must request a waiver in Item 1 of the MBE Utilization and Fair Solicitation Affidavit (**Attachment 12-1A**) 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): %

**MBE ATTACHMENT 12-1A
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 Work Order Proposal. If the Offeror fails to accurately complete and submit this Affidavit and Schedule with the Work Order 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. N00B8400064, I affirm the following:

1. MBE Participation (PLEASE CHECK ONLY ONE) **Agency should insert the participation goal and subgoal amounts from the PRG and Subgoal Worksheet in the blanks below, delete any of the subgoals that do not apply to this solicitation, and then delete this sentence of instruction**

(PLEASE CHECK ONLY ONE)

I acknowledge and intend to meet the overall certified Minority Business Enterprise (MBE) participation goal of 20 percent and, if specified in the solicitation, the following subgoals (complete for only those subgoals that apply):

- 0% for African American-owned MBE firms
- 0% for Hispanic American-owned MBE firms
- 0% for Asian American-owned MBE firms
- 0% for Women-owned MBE firms

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

OR

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

2. Additional MBE Documentation

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

- (a) Good Faith Efforts Documentation to Support Waiver Request (**Attachment 12-1C**)
- (b) Outreach Efforts Compliance Statement (**Attachment 12-2**);
- (c) MBE Subcontractor/MBE Prime Project Participation Statement (**Attachments-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
<<offerorCompanyName>> <<offerorCompanyStreetAddress >> <<offerorPrimaryContactPrimary Phone>>	<<projectDescription>>	NUMBER: <<solicitationNumber>>

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: <<offerorCompanyName>> MBE Certification Number: <<offerorMBENumber>> (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: _____ _____
---	---

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

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

Offeror Name (please print or type)

By:

Signature of Authorized Representative

Printed Name: <<signatoryFirstName>>
<<signatoryLastName>>

Printed Name

Title: <<signatoryTitle>>

Title

Date:

Date

Address:

<<offerorCompanyStreetAddress>>,
<<offerorCompanyCityStateZip>>

Company Address

SUBMIT THIS AFFIDAVIT WITH THE WORK ORDER PROPOSAL

MBE ATTACHMENT 12-1B 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 MBR 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 12-1C, 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 – Attachment 12-2**).
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 12-1C- 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 Attachment-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 Attachment 12-1B - **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.

MBE ATTACHMENT 12- 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. N00B8400064

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):

(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)

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

PAGE __ OF __

Prime Contractor:	Project Description:	PROJECT/CONTRACT
<<offerorCompanyName>> <<offerorCompanyStreetAddress >> <<offerorPrimaryContactPrimary Phone>>	<<projectDescription>>	NUMBER: <<solicitationNumber>>

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 12-1B**, Waiver Guidance. I further affirm under penalties of perjury that the contents of Parts 1, 2, and 3 of this **Attachment 12-1C** Good Faith Efforts Documentation Form are true to the best of my knowledge, information, and belief.

Company: <<offerorCompanyName>>

Company Name (please print or type)

By:

Signature of Authorized Representative

Printed Name: <<signatoryFirstName>>
 <<signatoryLastName>>

 Printed Name

Title: <<signatoryTitle>>

 Title

Date:

 Date

Address:

<<offerorCompanyStreetAddress>>,
<<offerorCompanyCityStateZip>>

Company Address

**GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST
PART 1 – IDENTIFIED ITEMS OF WORK OFFEROR MADE AVAILABLE TO MBE FIRMS**

PAGE __ OF __

Prime Contractor:	Project Description:	PROJECT/CONTRACT
<<offerorCompanyName>> <<offerorCompanyStreetAddress>> >> <<offerorPrimaryContactPrimaryPhone>>	<<projectDescription>>	NUMBER: <<solicitationNumber>>

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.

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

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

Please check if Additional Sheets are attached.



**GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST
PART 2 – IDENTIFIED MBE FIRMS AND RECORD OF SOLICITATIONS**

PAGE __ OF __

Prime Contractor:	Project Description:	PROJECT/CONTRACT
<<offerorCompanyName>> <<offerorCompanyStreetAddress >> <<offerorPrimaryContactPrimary Phone>>	<<projectDescription>>	NUMBER: <<solicitationNumber>>

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 12 -1B - Exhibit A**). If the Offeror used a Non-MBE or is self-performing the identified items of work, Part 4 must be completed.

Name of Identified MBE Firm & MBE Classification	Describe Item of Work Solicited	Initial Solicitation Date & Method	Follow-up Solicitation Date & Method	Details for Follow-up Calls	Quote Rec'd	Quote Used	Reason Quote Rejected
Firm Name: MBE Classification (Check only if requesting waiver of MBE subgoal.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification		Date: <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> 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

Name of Identified MBE Firm & MBE Classification	Describe Item of Work Solicited	Initial Solicitation Date & Method	Follow-up Solicitation Date & Method	Details for Follow-up Calls	Quote Rec'd	Quote Used	Reason Quote Rejected
Firm Name: MBE Classification (Check only if requesting waiver of MBE subgoal.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification		Date: <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> 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
<<offerorCompanyName>> <<offerorCompanyStreetAddress>> >> <<offerorPrimaryContactPrimaryPhone>>	<<projectDescription>>	NUMBER: <<solicitationNumber>>

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

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

Please check if Additional Sheets are attached.

**MBE ATTACHMENT 12-2
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. N00B8400064, I state the following:

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

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

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

- 4. **Please Check One:**

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

- 5. **Please Check One:**

_____ Offeror did attend the pre-proposal conference.

_____ No pre -proposal meeting/conference was held.

_____ Offeror did not attend the pre-proposal conference.

PLEASE PRINT OR TYPE

Company: <<offerorCompanyName>>

Company Name (please print or type)

By:

Signature of Authorized Representative

Printed Name: <<signatoryFirstName>>
<<signatoryLastName>>

Printed Name

Title: <<signatoryTitle>>

Title

Date:

Date

Address:

<<offerorCompanyStreetAddress>>,
<<offerorCompanyCityStateZip>>

Company Address

**MBE ATTACHMENT 12-3A
MBE SUBCONTRACTOR PROJECT PARTICIPATION CERTIFICATION**

Please complete and submit one form for each certified MBE firm listed on the MBE Participation schedule (Attachment <<mbeAttachmentNumber>>-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 <<offerorCompanyName>> (Prime Contractor’s Name) is awarded the State contract in conjunction with Solicitation No. N00B8400064, such Prime Contractor intends to enter into a subcontract with _____(Subcontractor’s Name) committing to participation by the MBE firm _____(MBE Name) with MDOT Certification Number _____ which will receive at least \$_____ which equals to___% of the Total Contract Amount for performing the following products/services for the Contract:

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

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

Company Name (please print or type)

FEIN: <<offerorFEIN>>

Federal Identification Number

Phone Number: <<signatoryPrimaryPhone>>

Phone Number

By:

Signature of Authorized Representative

Date:

Date

Printed Name: <<signatoryFirstName>>
<<signatoryLastName>>

Printed Name

Title: <<signatoryTitle>>

Printed Title

Address:

<<offerorCompanyStreetAddress>>,
<<offerorCompanyCityStateZip>>

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

**MBE ATTACHMENT 12-3B
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 12-1A) 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 <<offerorCompanyName>> (Prime Contractor’s Name) with Certification Number <<offerorMBENumber>> is awarded the State contract in conjunction with Solicitation No. _____, such MBE Prime Contractor intends to perform with its own forces at least \$_____ which equals to___% of the Total Contract Amount for performing the following products/services for the Contract:

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

MBE Prime Contractor

Company: <<offerorCompanyName>>

Company Name (please print or type)

FEIN: <<offerorFEIN>>

Federal Identification Number

Address:

<<offerorCompanyStreetAddress>>,
<<offerorCompanyCityStateZip>>

Company Address

Phone: <<signatoryPrimaryPhone>>

Phone

Printed Name: <<signatoryFirstName>>
<<signatoryLastName>>

Printed Name

Title: <<signatoryTitle>>

Title

By:

Signature of Authorized Representative

Date:

Date

**MBE ATTACHMENT 12-4A
Minority Business Enterprise Participation
MBE Prime Contractor Paid/Unpaid Invoice Report**

Report #:	Contract #: N00B8400064
Reporting Period (Month/Year):	Contracting Unit: <<issuingAgencyName>>
Prime Contractor: Report is due to the MBE Liaison by the 15th of the month following the month the services were provided. Note: Please number reports in sequence	Contract Amount:
	MBE Subcontract Amt:
	Project Begin Date:
	Project End Date:
	Services Provided:

Prime Contractor: <<offerorCompanyName>>		Contact Person:	
Address: <<offerorCompanyStreetAddress>>			
City: <<offerorCompanyCityStateZip>>		State:	ZIP:
Phone: <<signatoryPrimaryPhone>>	FAX:	E-mail: <<signatoryEMail>>	
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:	
	Invoice #	Amount	
	Invoice #	Amount	
1.			1.
2.			2.
3.			3.
4.			4.
Total Dollars Paid: \$		Total Dollars Unpaid: \$	

- If more than one MBE subcontractor is used for this contract, you must use separate **Attachment <<mbeAttachmentNumber>>-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 <<mbeAttachmentNumber>>-4B**.
- **Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred):**

<<contractManagerName>>

<<issuingAgencyName>>

Contract Monitor

Contracting Unit

<<contractManagerAddress>>

Address

City, State Zip

<<contractManageremail>>

Email

<<contractManagerPhoneNumber>>

Phone Number

Signature (Required)

Date

**MBE ATTACHMENT 12-4B
Minority Business Enterprise Participation
MBE Prime Contractor Report**

MBE Prime Contractor: <<offerorCompanyName>>	Contract #: N00B8400064
Certification Number: <<offerorEMMNumber>>	Contracting Unit: <<issuingAgencyName>>
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:
MBE Prime Contractor: Report is due to the MBE Liaison by the 15th of the month following the month the services were provided.	
Note: Please number reports in sequence	Project Begin Date:
	Project End Date:

Contact Person:		
Address: <<offerorCompanyStreetAddress>>		
City: <<offerorCompanyCityStateZip>>	State:	ZIP:
Phone: <<signatoryPrimaryPhone>>	FAX:	E-mail: <<signatoryEMail>>

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):

<<contractManagerName>>	<<issuingAgencyName>>
_____	_____
Contract Monitor	Contracting Unit
<<contractManagerAddress>>	
_____	_____
Address	City, State Zip
<<contractManageremail>>	<<contractManagerPhoneNumber>>
_____	_____
Email	Phone Number

Signature (Required)

Date

MBE ATTACHMENT 12-5
Minority Business Enterprise Participation
MBE Subcontractor Paid/Unpaid Invoice Report

Report #:	Contract #: N00B8400064
Reporting Period (Month/Year):	Contracting Unit: <<issuingAgencyName>>
Report is due by the 15th of the month following the month the services were performed.	MBE Subcontract Amt:
	Project Begin Date:
	Project End Date:
	Services Provided:

MBE Subcontractor Name:					
MDOT Certification #:					
Contact Person:					
Address:					
City:		State:		ZIP:	
Phone:		FAX:		E-mail:	
Subcontractor Services Provided:					
List all payments received from Prime Contractor during reporting period indicated above.			List dates and amounts of any unpaid invoices over 30 days old.		
	Invoice Amount	Date		Invoice Amount	Date
1.			1.		
2.			2.		
3.			3.		
4.			4.		
Total Dollars Paid: \$			Total Dollars Unpaid: \$		
Prime Contractor:			Contract Person:		

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

<<contractManagerName>>

<<issuingAgencyName>>

Contract Monitor

Contracting Unit

<<contractManagerAddress>>

Address

City, State Zip

<<contractManageremail>>

Email

Signature (Required)

<<contractManagerPhoneNumber>>

Phone Number

Date

ATTACHMENT 13 – VETERAN-OWED SMALL BUSINESS ENTERPRISE (VSBE) FORMS

ATTACHMENT 13 - TORFP

Agile Scrum Team Resources - Acknowledgement of Work Order VSBE Requirements

This document shall be included with the submittal of the Master Contractor’s response to the TORFP. If the Master Contractor fails to complete and submit this form with its response to the TORFP, the Procurement Officer shall determine that the Master Contractor’s response to the TORFP is not reasonably susceptible of being selected for award.

In conjunction with the offer submitted in response to Solicitation No. N00B8400064, I affirm the following:

1. I understand that if I am awarded a Task Order Agreement under the solicitation noted above, I will have the opportunity to compete for and win Work Orders that may contain VSBE participation requirements.
2. If I am awarded a Task Order Agreement under the solicitation noted above, and I respond to a Work Order that contains VSBE requirements by submitting a Work Order Proposal, I understand that if I fail to comply with any of the MBE requirements outlined in the Work Order, my Work Order Proposal will be eliminated from further consideration.
3. If I am awarded a Work Order Agreement, I commit to making a good faith effort to achieve the VSBE goal established for the Work Order.

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

Bidder/Offeror Name

Signature of Affiant

Printed Name, Title

Address

Date

ATTACHMENT 13-1
VSBE Utilization Affidavit and Prime/Subcontractor Participation Schedule

(submit with Work Order Proposal)

This document **MUST BE** included with the Proposal. If the Offeror fails to complete and submit this form with the Proposal, the procurement officer may determine that the Proposal is not reasonably susceptible of being selected for award.

In conjunction with the Proposal submitted in response to Solicitation No. N00B8400064, I affirm the following:

1. I acknowledge and intend to meet the overall verified VSBE participation goal of 5%. Therefore, I will not be seeking a waiver.

OR

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

2. I understand that if I am notified that I am the apparent awardee, I must submit the following additional documentation within 10 days of receiving notice of the apparent award or from the date of conditional award (per COMAR 21.11.13.06), whichever is earlier.
- (a) Subcontractor Project Participation Statement (**Attachment 13-2**); and
 - (b) Any other documentation, including waiver documentation, if applicable, required by the Procurement Officer to ascertain Offeror responsibility in connection with the VSBE participation goal.

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

3. In the solicitation of subcontract quotations or offers, VSBE subcontractors were provided not less than the same information and amount of time to respond as were non-VSBE subcontractors.
4. Set forth below are the (i) verified VSBEs I intend to use and (ii) the percentage of the total contract amount allocated to each VSBE for this project. I hereby affirm that the VSBE firms are only providing those products and services for which they are verified.

**ATTACHMENT 13-1
VSBE Subcontractor Participation Schedule**

Prime Contractor: <<offerorCompanyName>> <<offerorCompanyStreetAddress >> <<offerorPrimaryContactPrimary Phone>>	Project Description: <<projectDescription>>	PROJECT/CONTRACT NUMBER: N00B8400064
--	---	--

List Information For Each Verified VSBE Prime Contractor or Subcontractor On This Project

Name of Veteran-Owned Firm:	DUNS Number:
Percentage of Total Contract:	Description of work to be performed:
Name of Veteran-Owned Firm:	DUNS Number:
Percentage of Total Contract:	Description of work to be performed:
Name of Veteran-Owned Firm:	DUNS Number:
Percentage of Total Contract:	Description of work to be performed:
Name of Veteran-Owned Firm:	DUNS Number:
Percentage of Total Contract:	Description of work to be performed:

Continue on a separate page, if needed.

SUMMARY

TOTAL VSBE Participation: %

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

PLEASE PRINT OR TYPE

Company: <<offerorCompanyName>>

Company Name (please print or type)

Printed Name: <<signatoryFirstName>>
 <<signatoryLastName>>

Printed Name

Title: <<signatoryTitle>>

Title

Address:

<<offerorCompanyStreetAddress>>,
<<offerorCompanyCityStateZip>>

Company Address

By:

Signature of Authorized Representative

Date:

Date

ATTACHMENT 13- 1A
VSBE SUBCONTRACTOR UNAVAILABILITY CERTIFICATE

1. It is hereby certified that the firm of _____
(Name of Veteran-owned firm)
located at _____
(Number) (Street)
(City) (State) (Zip)

was offered an opportunity to bid on Solicitation No. N00B8400064

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

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

(Signature of Veteran-owned firm's VSBE Representative) (Title) (Date)

(USDVA #) (Telephone #)

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

To the best of my knowledge and belief, said Veteran-Owned Small 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)

**ATTACHMENT 13-2
VSBE Subcontractor Participation Statement**

Please complete and submit one form for each verified VSBE listed on ATTACHMENT 13-1 within 10 Business Days of notification of apparent award.

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

Prime Contractor (Firm Name, Address, Phone): <<offerorCompanyName>> <<offerorCompanyStreetAddress>> <<offerorPrimaryContactPrimaryPhone>>	Project Description: <<projectDescription>>
Project Number: <<solicitationNumber>>	Total Contract Amount: \$
Name of Veteran-Owned Firm:	DUNS Number:
Address:	FEIN:
Work to Be Performed:	
Percentage of Total Contract Amount:	Total Subcontract Amount: \$

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

Prime Contractor

Subcontractor

Printed Name: <<signatoryFirstName>>
<<signatoryLastName>>

Printed Name

Title: <<signatoryTitle>>

Printed Title

By: _____
Signature of Authorized Representative

Printed Name:

Printed Name

Title:

Title

By: _____
Signature of Authorized Representative

Date: _____
Date

Date: _____
Date

**ATTACHMENT 13-3
Veterans Small Business Enterprise (VSBE) Participation
VSBE Prime Contractor Paid/Unpaid Invoice Report**

Report #:	Contract #: N00B8400064
Reporting Period (Month/Year):	Contracting Unit: <<issuingAgencyName>>
Prime Contractor: Report is due to the Contract Monitor by the 10th of the month following the month the services were provided. Note: Please number reports in sequence	Contract Amount:
	VSBE Subcontract Amt:
	Project Begin Date:
	Project End Date:
	Services Provided:

Prime Contractor: <<offerorCompanyName>>		Contact Person:	
Address: <<offerorCompanyStreetAddress>>			
City: <<offerorCompanyCityStateZip>>		State:	ZIP:
Phone: <<signatoryPrimaryPhone>>	FAX:	E-mail: <<signatoryEMail>>	
MBE Subcontractor Name:		Contact Person:	
Phone:	FAX:	E-mail:	
Subcontractor Services Provided:			
List all payments made to VSBE subcontractor named above during this reporting period:		List dates and amounts of any outstanding invoices:	
	Invoice #	Amount	
			Invoice #
			Amount
1.			1.
2.			2.
3.			3.
4.			4.
Total Dollars Paid: \$		Total Dollars Unpaid: \$	

- If more than one VSBE subcontractor is used for this contract, you must use separate **Attachment 13-3** forms.
- **Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred):**

<<contractManagerName>>

 Contract Manager

<<contractManagerAddress>>

 Address

<<issuingAgencyName>>

 Contracting Unit

 City, State Zip

<<contractManageremail>>

Email

<<contractManagerPhoneNumber>>

Phone Number

Contractor Signature (Required)

Date

**ATTACHMENT 13-4
Veterans Small Business Enterprise (VSBE) Participation
VSBE Subcontractor Paid/Unpaid Invoice Report**

Report #:	Contract #: N00B8400064
Reporting Period (Month/Year):	Contracting Unit: <<issuingAgencyName>>
Report is due by the 10th of the month following the month the services were performed.	VSBE Subcontract Amt:
	Project Begin Date:
	Project End Date:
	Services Provided:

VSBE Subcontractor Name:					
Department of Veterans Affairs Certification #:					
Contact Person:					
Address:					
City:		State:		ZIP:	
Phone:		FAX:		E-mail:	
Subcontractor Services Provided:					
List all payments received from Prime Contractor during reporting period indicated above.			List dates and amounts of any unpaid invoices over 30 days old.		
	Invoice Amount	Date		Invoice Amount	Date
1.			1.		
2.			2.		
3.			3.		
4.			4.		
Total Dollars Paid: \$			Total Dollars Unpaid: \$		
Prime Contractor:			Contract Person:		

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

<<ContractManagerName>> Contract Manager	<<issuingAgencyName>> Contracting Unit
<<ContractManagerAddress>> Address	City, State Zip
<<ContractManageremail>> Email	<<ContractManagerPhoneNumber>> Phone Number

Subcontractor Signature (Required)

Date

APPENDIX 1 – SAMPLE WORK ORDER

Section 1 – General Information			
Work Order Number: (Reference BPO Number)			
Labor Category/s			
<i>Enter the labor category/s to be provided:</i>			
1.			
2.			
3.			
Anticipated Start Date			
Duration of Assignment			
MBE Goal, if applicable			%
Issue Date: mm/dd/yyyy		Due Date: mm/dd/yyyy	
		Time (EST): 00:00 am/pm	
Place of Performance:			
Special Instructions: (e.g. interview information, attachments, etc.)			
Security Requirements (if applicable):			
Invoicing Instructions			
<ol style="list-style-type: none"> After the end of each month, the Master Contractor shall submit timesheets (for hourly invoicing) and activity reports (for both hourly and annual invoicing) to the Agency Task Order Manager (TO Manager) for review prior to submitting an invoice. The TO Manager shall review, sign, and return to the Master Contractor the timesheets (for hourly invoicing) or the activity reports (for annual invoicing). The Master Contractor shall send a copy of the signed timesheets or activity reports with an invoice to the Agency TO Manager. 			

<p>4. The Master Contractor shall invoice as follows:</p> <ul style="list-style-type: none"> a. Annual Labor Rate: Task Orders awarded at the Annual Labor Rate shall be invoiced monthly for 1/12 the Annual Labor Rate. b. Hourly Labor Rate: Task Orders awarded at the Hourly Labor Rate shall be invoiced monthly for actual hours x Labor Rate. 			
Special Invoicing Instructions:			
Section 2 – Agency Procurement Officer (PO) Information			
Agency / Division Name:			
Agency PO Name:		Agency PO Phone Number:	
Agency PO Email Address:		Agency PO Fax:	
Agency PO Mailing Address:			
Section 3 – Scope of Work			
Agency / Project Background			
Job Description/s			
Labor Category/s (From Section 1 Above)		Duties / Responsibilities	
Preferred Qualifications			
Labor Category/s (From Section 1 Above)		Preferred Qualifications	
		<ul style="list-style-type: none"> a. Education: <ul style="list-style-type: none"> 1. b. General Experience: <ul style="list-style-type: none"> 1. c. Specialized Experience: <ul style="list-style-type: none"> 1. 	
Section 4 - Required Submissions			
NOTE:			

1. Master Contractors may propose only one candidate for each position requested.
2. Master Contractors electing not to propose in response to the Work Order must notify the Procurement Officer via email.
3. Master Contractors proposing in response to the Work Order must submit the documents below as separate files contained in two separate emails as follows:

Email 1 of 2 with “Technical”: Master Contractor Name, Work Order number, & candidate name in the subject line

1. Resume for each labor category described in the Work Order (Attachment 1)
2. Three (3) current references that can be contacted for performance verification of the submitted candidate’s work experience and skills. Telephone number and email address of reference is needed.
3. Any other required documentation to demonstrate meeting preferred qualifications.

Email 2 of 2 as a password protected file with “Financial”: Master Contractor Name, Work Order number, & candidate name in the subject line. The password must be unique for each candidate e-mail.

1. Price Proposal (Attachment 2)

The PO will contact Master Contractors to obtain the password to the financial proposal for those candidates that are deemed reasonably susceptible for award. Master Contractors who cannot provide a password that opens the file will be considered not susceptible for award. Subsequent submissions of financial content will not be allowed.

Section 5 – Evaluation Criteria

Candidates meeting the Minimum Qualifications listed in Section 3 above will be evaluated for overall best value, as follows:

- 1.
- 2.
- 3.
- 4.

Basis for Award Recommendation

The Agency PO will recommend award to the Master Contractor whose proposal is determined to be the most advantageous to the State, considering price and the evaluation factors set forth in the Work Order. In this evaluation, technical merit is considered to have greater weight. The Agency PO will initiate and deliver a Work Order Agreement to the selected Master Contractor. **Master Contractors should be aware that if selected, State law regarding conflict of interest may prevent future participation in procurements related to the Work Order Scope of Work, depending upon specific circumstances.**

APPENDIX 2 – SAMPLE WORK ORDER RESUME FORM

Instructions: Enter resume information in the fields below; do not submit other resume formats. Submit only one resume per Labor Category described in Section 1 of the Work Order. If the Work Order requests multiple Labor Categories, use a separate resume form for each Labor Category. each proposed candidate.

Labor Category
(from Section 1 of the Work Order)

Candidate Name:

Master Contractor:

A. Education / Training

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

B. Relevant Work Experience

Describe work experience relevant to the Duties / Responsibilities and Minimum Experience / Knowledge / Skill described in Section 3 of the Work Order. Starts with the most recent experience first; do not include non-relevant experience.

[Organization] *Description of Work...*
 [Title / Role]
 [Period of Employment / Work]
 [Location]
 [Contact Person (Optional if current employer)]

[Organization] *Description of Work...*
 [Title / Role]
 [Period of Employment / Work]
 [Location]
 [Contact Person]

<add lines as needed>

C. 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>			
D. References			
List persons the State may contact as employment references			
Reference Name	Job Title or Position	Organization Name	Telephone / Email
<add lines as needed>			
LABOR CATEGORY PERSONNEL RESUME SUMMARY			
*“Candidate Relevant Experience” section must be filled out. Do not enter “see resume” as a response.			
Proposed Individual’s Name/Company:		How does the proposed individual meet each requirement?	
LABOR CATEGORY TITLE – Enter Labor Category Name			
Requirement	Candidate Relevant Experience *		
Education:	Education: 1.		
General Experience:	General Experience: 1.		
Specialized Experience:	Specialized Experience: 1.		
Preferred Experience:	Preferred Experience: 1.		
The information provided on this form for this labor category is true and correct to the best of my knowledge:			
Master Contractor Representative:			
_____	_____	_____	
Print Name	Signature	Date	
Proposed Individual:			
_____	_____	_____	

Signature

Date

Instruction: Sign each form.

APPENDIX 3 – SAMPLE WORK ORDER PRICE PROPOSAL

(This form is to be filled out by Master Contractors - Submit as the Financial Response with password protection)

CATS+ Labor Category	A	B	C
	Fully Loaded Hourly Labor Rate	Evaluation Hours	PERIOD 1 Extended Price (A x B)
<i>Enter the CATS+ Labor Category name</i>	\$	1000	\$
<i>Total Period 1 Evaluation Price</i>			\$

CATS+ Labor Category	A	B	C
	Fully Loaded Hourly Labor Rate	Evaluation Hours	PERIOD 2 Extended Price (A x B)
<i>Enter the CATS+ Labor Category name</i>	\$	1000	\$
<i>Total Period 2 Evaluation Price</i>			\$

CATS+ Labor Category	A	B	C
	Fully Loaded Hourly Labor Rate	Evaluation Hours	PERIOD 3 Extended Price (A x B)
<i>Enter the CATS+ Labor Category name</i>	\$	1000	\$
<i>Total Period 3 Evaluation Price</i>			\$
<i>Total Work Order Price (Periods 1-3)</i>			\$

Authorized Individual Name _____ Company Name _____

Title _____ Company Tax ID # _____

Signature _____ Date _____

APPENDIX 4 – SAMPLE WORK ORDER AGREEMENT

CATS+ WORK ORDER# N00B8400064 OF CATS+ TORFP # 060B2490023

This Work Order Agreement is made this day of Month, 20XX by and between _____ (TO Contractor) and the STATE OF MARYLAND, Department of Human Services (DHS).

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:
 - k) “Agency” means Department of Human Services, as identified in the CATS+ Work Order #_____.
 - l) “CATS+ Work Order” means the Work Order # _____, dated MONTH DAY, YEAR, including any addenda and amendments.
 - m) “Master Contract” means the CATS+ Master Contract between the Maryland Department of Information Technology and TO Contractor dated April 22, 2013.
 - n) “TO Procurement Officer” means <<TO Procurement Officer>>. The Agency may change the TO Procurement Officer at any time by written notice.
 - o) “Work Order Agreement” means this signed Work Order Agreement between the Department of Human Services and TO Contractor.
 - p) “Work Order Technical Proposal” means the TO Contractor’s technical response to the CATS+ Work Order dated _____.
 - q) “Work Order Financial Proposal” means the TO Contractor’s financial response to the CATS+ Work Order dated _____.
 - r) “Work Order Proposal” collectively refers to the Work Order Technical Proposal and Work Order Financial Proposal.
2. Scope of Work
 - 2.1 This Work Order Agreement incorporates all of the terms and conditions of the Master Contract and CATS+ TORFP N00B8400064 and shall not in any way amend, conflict with or supersede the Master Contract or the TORFP.
 - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this Work Order Agreement, provide the services set forth in Work Order #_____. These services shall be provided in accordance with the Master Contract, CATS+ TORFP #N00B8400064, this Work Order Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, CATS+ TORFP # N00B8400064, this Work Order Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this Work

Order Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:

- e) The Work Order Agreement
- f) Exhibit A – Work Order # _____
- g) Exhibit B – Work Order Technical Proposal
- h) Exhibit C – Work Order 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 Work Order 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 Work Order 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 Work Order Agreement price shall be made and the Work Order 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 Work Order 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 Work Order Agreement as changed.

3. Time for Performance

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the Work Order Proposal and in accordance with the Work Order # _____ on receipt of a Notice to Proceed from the TO Manager. The term of this Work Order Agreement is for a period of _____, commencing on the date the Work Order Agreement is fully executed and terminating on Month Day, Year. At the sole option of the State, this Work Order Agreement may be extended for two (2) additional, one (1) year periods for a total TO Agreement period ending on Month, Day, Year.

4. Consideration and Payment

- 4.1 The consideration to be paid the TO Contractor shall not exceed \$ _____. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the Work Order Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.
- 4.2 Payments to the TO Contractor shall be made as outlined the Work Order, but no later than thirty (30) days after the Agency's receipt of a proper invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.
- 4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is _____. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to the Agency TO Manager unless otherwise

specified herein.

- 4.4 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer.

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

TO Contractor Name

By: Type or Print TO Contractor POC

Date

Witness: _____

STATE OF MARYLAND, DEPARTMENT OF HUMAN SERVICES

By: TO Procurement Officer

Date

Witness: _____

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

Assistant Attorney General