

November 14, 2014

TO: Prospective Offerors  
RE: Addendum 1  
Maryland Overpayment Case Management (MDOCS)  
TORFP #P00B5400040

This addendum shall serve as the formal mechanism to make the following change in the above referenced Request for Proposal (RFP). Key revisions are in **red, boldface** type. A revised specification is being issued. Please discard the previously issued specifications.

Pre-Proposal Conference: The Pre-Proposal Conference meeting time and room location has been changed. However, the date remains unchanged. The Pre-Proposal conference is now scheduled for **Tuesday, November 18, 2014, at 11:00 a.m.** The new location for the Pre-Proposal Conference is **1100 North Eutaw Street, Room #303**. Please update the "RFP Key Information Summary Sheet" on page 5 and Section 1.7, "TO Pre-Proposal Conference" on page 7 to reflect this revision.

Each vendor must sign, date, and return this form with your bid as acknowledgement of receipt.

Vendor: \_\_\_\_\_

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Sincerely,

*Sean Watson*

Sean Watson  
Procurement Officer

November 21, 2014

TO: Prospective Offerors  
RE: Addendum 2  
Maryland Overpayment Case Management (MDOCS)  
TORFP #P00B5400040

This addendum shall serve as the formal mechanism to make the following change in the above referenced Task Order Request for Proposal (TORFP). Key revisions are in **red, boldface** type. A revised specification is being issued. Please discard the previously issued specifications.

Proposal Closing Date and Time: The proposal closing date has been extended to **Thursday, December 11, 2014, at 2:00 p.m.** Please update the "TORFP Key Information Summary Sheet" on page 5. **The closing date to submit questions is December 2, 2014.** Please update the "TORFP Key Information Summary Sheet" on page 5. "

**Revised "ATTACHMENT 1 – Price Sheet", on page 32. Please note that the revised price sheet is in a separate attachment.**

Each vendor must sign, date, and return this form with your bid as acknowledgement of receipt.

Vendor: \_\_\_\_\_

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Sincerely,

*Sean Watson*

Sean Watson  
Procurement Officer

December 10, 2014

TO: Prospective Offerors  
RE: Addendum 3  
Maryland Overpayment Case Management (MDOCS)  
TORFP #P00B5400040

This addendum shall serve as the formal mechanism to make the following change in the above referenced Request for Proposal (RFP). Key revisions are in **red, boldface** type. A revised specification is being issued. Please discard the previously issued specifications.

Proposal Closing Date and Time: The proposal closing date has been extended to **Friday, December 12, 2014, at 2:00 p.m.** Please update the "TORFP Key Information Summary Sheet" on page 5.

Each vendor must sign, date, and return this form with your bid as acknowledgement of receipt.

Vendor: \_\_\_\_\_

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Sincerely,

*Sean Watson*

Sean Watson  
Procurement Officer

**\*\* Questions and Answers TORFP#P00B5400040 MDOCS \*\*\***

**Question#1:** The TORFP is set aside to SBR only but has stringent requirements under 2.9.1 OFFEROR'S COMPANY MINIMUM QUALIFICATIONS. Will State relax these requirements?

**Answer#1:** No, we will not amend the Company's minimum qualifications

**Question#2:** Will state waive "Demonstrate at least one (1) year of experience providing O&M support services to U.S. based Commercial or government entities with at least 5,000 end-users" requirement listed under 2.9.1?

**Answer#2:** No, we will not amend the Company's minimum qualifications

**Question#3:** Is there an incumbent?

**Answer#3:** Yes, Connect International is the incumbent.

**Question#4:** Can prime vendor partner use a subcontractor to meet all mandatory requirements as a team?

**Answer#4:** Yes

**Question#5:** Is JV allowed under CATPLUS where contract holder performs at least 51% of the work?

**Answer#5:** Yes

**Question#6:** How many vendors will be awarded this TORFP?

**Answer#6:** one vendor

**Question#7:** In section 2.1 it is mentioned 2 Application Development expert and 1 Advance Tech Senior Application Developer. However, in the price proposal, there is only one Application Development expert. How do you want to price the services of the second Application Development expert?

**Answer#7:** DLLR expects the same rate for both application development experts.

**Question#8:** In section 2.1 it states "DLLR will have the option of adding one additional resource". Under what labor category would the additional resource be procured?

**Answer#8:** The labor category for the additional resource will be provided with the Work Order.

**Question#9:** Kindly clarify: “the services as identified in Section 2.9.2”? Specifically, does it mean only Microsoft related services? Would services supporting Oracle related technologies be deemed equivalent, thereby, facilitating a Master Contractor who has supplied staffing primarily in Oracle related technologies satisfy item 4 of the requirements?

**Answer#9:** To clarify, Oracle related technologies shall not be deemed equivalent.

**Question#10:** On page 31 of the pre proposal conference transcript it is states that staff augmentation will be a big part of this Contract. We understand that only the 2 labor categories and the 3 position identified in the revised price sheet are the only positions that will be evaluated for award. Would the State object if vendors listed additional labor categories with zero hours and provide hourly rate for informational purposes only on the price sheet?

**Answer#10:** Please note that DLLR is only interested in the labor categories listed in our TORFP.

**Question#11:** Can prime vendor partner will a teaming partner to meet mandatory requirements as a team? If yes, what time of teaming structure be acceptable to state?

**Answer#11:** Yes, a prime may partner or team with another company to meet the minimum qualifications. The teaming structure would be a prime/subcontractor arrangement. In Section 2.9.1 of the MDOCS TORFP it states "Master Contractor and subcontractor qualifications may be used to demonstrate meeting company minimum qualifications."

**\*\* Questions and Answers TORFP#P00B5400040 MDOCS \*\*\***

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## ATTACHMENT 1 PRICE SHEET

### PRICE SHEET (TIME AND MATERIALS) FOR CATS+ TORFP # P00B5400040

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

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

Job Title from TORFP	CATS+ Labor Category	Hourly Labor Rate (A)	Total Class Hours (B)	Total Proposed CATS+ TORFP Price (C)
<b>Year 1</b>				
Advanced Technology Senior Applications Developer	Insert CATS+ Labor Category	\$	2048	\$
Applications Development Expert	Insert CATS+ Labor Category	\$	2048	\$
Applications Development Expert	Insert CATS+ Labor Category	\$	2048	\$
			<b>Evaluated Price Year 1</b>	\$
<b>Year 2</b>				
Advanced Technology Senior Applications Developer	Insert CATS+ Labor Category	\$	2048	\$
Applications Development Expert	Insert CATS+ Labor Category	\$	2048	\$
Applications Development Expert	Insert CATS+ Labor Category	\$	2048	\$
			<b>Evaluated Price Year 2</b>	\$
<b>Year 3</b>				
Advanced Technology Senior Applications Developer	Insert CATS+ Labor Category	\$	2048	\$
Applications Development Expert	Insert CATS+ Labor Category	\$	2048	\$
Applications Development Expert	Insert CATS+ Labor Category	\$	2048	\$
			<b>Evaluated Price Year 3</b>	\$
<b>Year 4</b>				
Advanced Technology Senior Applications Developer	Insert CATS+ Labor Category	\$	2048	\$
Applications Development Expert	Insert CATS+ Labor Category	\$	2048	\$
Applications Development Expert	Insert CATS+ Labor Category	\$	2048	\$
			<b>Evaluated Price Year 4</b>	\$
<b>Year 5</b>				
Advanced Technology Senior Applications Developer	Insert CATS+ Labor Category	\$	2048	\$

Job Title from TORFP	CATS+ Labor Category	Hourly Labor Rate (A)	Total Class Hours (B)	Total Proposed CATS+ TORFP Price (C)
Applications Development Expert	Insert CATS+ Labor Category	\$	2048	\$
Applications Development Expert	Insert CATS+ Labor Category	\$	2048	\$
		<b>Evaluated Price Year 5</b>		\$
<b>Total Evaluated Price (Years 1 – 5)</b>				\$

\_\_\_\_\_  
Authorized Individual Name

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Tax ID #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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



1 STATE OF MARYLAND  
DEPARTMENT OF LABOR, LICENSING AND REGULATION

2  
3 Pre-Proposal Conference

4 CATS+ TORFP P00B5400040  
5 Maryland Overpayment Case Management System (MDOCS) and  
6 PC/Web Programming Support Personnel  
7  
8  
9  
10  
11

12 1100 N. Eutaw Street, #303  
13 Baltimore, Maryland

14 November 18, 2014  
15  
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21 transcript produced by Free State Reporting, Inc.

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Balt. & Annap. 410-974-0947

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P A R T I C I P A N T S

LATESA THOMAS, Deputy Chief of Procurement  
SEAN WATSON, Procurement Officer  
ALLAN ROBINSON, MBE Liaison  
DAN JOHNSON, Presiding Official  
JILL CHLAN, Presiding Official  
LINDA CRANDELL, Presiding Official  
MARIA NOBLE, Presiding Official  
PRAHALAD PATEEL, Presiding Official  
BRIAN ZERNHELT, Software Consortium  
PHIL BUCKBERG, Advantage Industries  
NARAYAN ATHREYA, iCUBE Systems, Inc.  
ANTHIE ZAIRIS, Group C  
MATT KILLMEYER, IMC  
HEATH GOISAVICH, DK Consulting  
TERRANCE BROWN, TVCOFA Corporation  
SANDEEP HARJANI, Infojini, Inc.

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I N D E X

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Question and Answer Session	15

P R O C E E D I N G S

(10:57 a.m.)

1  
2  
3 MR. WATSON: Good morning, everyone. I'm  
4 Sean Watson. I'm the procurement officer for this  
5 Maryland Overpayment Case Management System, known as  
6 MDOCS. I'm going to briefly go over different things I  
7 want to point out within the scope of work. Hopefully,  
8 everyone had an opportunity to, to review it, and I want  
9 to be mindful of certain dates. The closing date is  
10 December 4, 2014 at 2:00 p.m., and the last day to submit  
11 questions would be November the 28th at 2:00 p.m. All  
12 right?

13 This is a five-year contract. All right, all  
14 right, turn with me to -- if you have the -- your scope  
15 of work in front of you, page 11. I'll go over the scope  
16 of work -- 2.1, the purpose -- DLLR is issuing in this  
17 CATS+ TORFP to obtain technical staffing services to  
18 provide service -- to provide support for the MDOCS  
19 database, application, and support in the application, in  
20 accordance with the scope of work described in this  
21 section two.

1           This TORFP is for the O&M support services  
2 based on time and materials up to the hours defined in  
3 attachment 1, operation and maintenance price sheet. As  
4 part of the, the TO proposal, master contractors shall  
5 propose exactly three resources and shall describe in a  
6 staffing plan how resources shall be acquired to meet  
7 DLLR's requirements.

8           All other potential positions shall be  
9 described generally in the staffing plan and may not be  
10 used as, as evidence of fulfilling company or personnel  
11 minimum qualifications. DLLR will have the option of  
12 adding one additional resource to this TO for a -- I mean  
13 maximum total of four resources. This CATS+ TORFP is  
14 issued to acquire the services of the following job roles  
15 as defined by individual work orders: application  
16 development expert, two available as of notice to  
17 proceed; events technology senior application developer,  
18 one available as of notice to proceed. DLLR intends to  
19 award this TO to one master contractor that proposes a  
20 team of resources and a staffing plan that can best  
21 satisfy the TO requirements.

1 All right, now if you can turn over to page 16,  
2 to go over the requirements. Under 2.64, TO contractor  
3 responsibilities: The TO contractor shall provide  
4 staffing and resources to fully supply the following  
5 services: TO contractor shall be responsible for ensuring  
6 that its employees' and subcontractors' background check  
7 certifications are renewed annually and at the sole  
8 expense to the TO contractor. DLLR reserves the right to  
9 disqualify any TO contractor employees or subcontractor,  
10 who [sic] background check suggests conducted  
11 involvements or associations that DLLR determines in its  
12 sole discretion may be inconsistent with the performance  
13 and/or security requirements set forth in the TORFP.  
14 DLLR reserves the right to perform additional background  
15 checks on TO contractor and subcontractor employees.

16 All right, now if you can, turn over to page  
17 19, and we go over the minimum qualifications. Under  
18 2.9.1, offers company minimum qualifications. Only those  
19 master contractors that fully meet all minimum  
20 qualification criteria shall be eligible for a TORFP  
21 proposal evaluation. The master contractor proposal and

1 references will be used to verify minimum qualifications.

2           And then on the next page, page 20, master  
3 contractor and subcontractor qualifications may be used  
4 to demonstrate meeting company minimum qualifications.  
5 The master contractor's proposal shall demonstrate  
6 meeting the following minimum, following minimum  
7 requirements: demonstrate at least five years experience  
8 in providing personnel for web development analysis and  
9 programming with specific experience in visualstudio.net;  
10 demonstrate at least one year experience, providing O&M  
11 support services to U.S. based commercial government  
12 entities with at least 5,000 end users; shall have  
13 provided at least three full-time enterprise web  
14 application support personnel with at least one resource  
15 having a Microsoft.net development certification; and  
16 last, shall demonstrate the ability to provide staffing  
17 and resources to fully support the services as identified  
18 in Section 2.92.

19           All right, if you can, turn to page 24, section  
20 3.2, under submission. The TO proposal shall be  
21 submitted via to emails not to exceed five megabytes.

1 The TO technical proposal shall be contained in one email  
2 with two attachments. This email should include the  
3 subject line -- what is the CATS+, and the BPO number,  
4 P00B5400040; the technical, plus the master contractor's  
5 name; one attachment, labeled TORFP P00B5400040, with the  
6 attachments containing the technical attachments, signed  
7 in a PDF format; one attached label TORFP P00B5400040  
8 technical proposal in Microsoft Word format 2007 or  
9 later. The TO financial proposal shall be contained in  
10 one email, containing as an attachment, all submission  
11 documents detailed in Section 3.42, with password  
12 protection. DLLR will contact offers for the password to  
13 open each file. Each file should be encrypted with the  
14 same password. Subject line: CATS+ TORFP Number  
15 P00B5400040 financial, plus the master contractor's name.  
16 One attachment, labeled TORFP P00B5400040 financial,  
17 containing the financial proposal contents, signed, in  
18 PDF format.

19 Allan, you want to talk?

20 MR. ROBINSON: Sure.

21 MR. WATSON: Okay, all right. Allan is the MBE



1 liaison.

2 MR. ROBINSON: Good morning, everyone. We're  
3 just going to talk about the -- portion, that'll be the  
4 attachment two. As you have read, there's a 20 percent  
5 goal that has been assigned to this procurement, and  
6 there are no sub roles and there's no veteran  
7 participation goal that has been assigned.

8 The very first document you'll find in your  
9 attachment two is the minority business report enterprise  
10 form. Now this information here on this first page 34,  
11 it generally applies to the winning vendor. However,  
12 there is one point that I wanted to emphasize here, and  
13 that is found in paragraph number one there, where it  
14 specifically states that the MBE goal is a deliverable  
15 under this contract. So those who win the, the contract,  
16 and if you have not requested a waiver, you are required  
17 to put forth a good faith effort in meeting that 20  
18 percent goal.

19 The next form is on page 35. That is  
20 considered your -- excuse me -- your certified MBE  
21 utilization and the fair solicitation affidavit. Now

1 this form, you're going to indicate whether or not you  
2 can meet the MBE goal of 20 percent, or whether you're  
3 going to be requesting a waiver in whole or in part.  
4 This particular form must be signed and be returned with  
5 your bid.

6           The next form that must be signed and returned  
7 with your bid is the MBE participation schedule; that is  
8 your D2 Form. And on this particular form here, you're  
9 going to identify your MBE, their, their certification  
10 number, the description of work, the percentage of the  
11 work that's going to accomplished, and also note on this  
12 particular form, when you're indicating the percentage of  
13 work, please don't indicate a, a range. Put a specific  
14 percentage down. And, again, that form must also be  
15 signed. These are the two forms, that being the  
16 attachment D1 and the D2. They must be submitted with  
17 your proposals.

18           Now if you are the apparent winner, then there  
19 are three additional forms that must be submitted. The  
20 first of those forms would be your D3, your MBE outreach  
21 effort and compliance statement. Down here, on your D3,

1 you're going to identify the specific work category  
2 that's going to be performed by your subcontractors, and  
3 you're going to also indicate the effort that was put  
4 forth to find your certified MBEs. The other form would  
5 be your D4, which is your subcontractor participation  
6 certification, and here you're going to identify your  
7 subcontractor that's going to help you. You're going to  
8 put -- again, provide their certification number, the  
9 service that they're going to provide for you, and this  
10 form must be signed not only by you as the prime, but  
11 also by your subcontractor, as well. And as a side note  
12 to that, whatever service you list down that you're  
13 subcontractor is going to perform, it must be a service  
14 that can rightly be applied to the contract.

15           The final two forms are going to be your  
16 reporting forms, but those don't come into play -- the,  
17 the D5 or D6, they won't come into play until the  
18 contract begins, because reports are supposed to be  
19 submitted on a monthly basis by the 15th of the month.

20           Now there is one document in here that -- to  
21 give consideration to. If you find when you do your

1 review of this solicitation that you cannot meet the MBE,  
2 or you can't find vendors, who can help you meet this  
3 goal, you can request a waiver for the whole 20 percent  
4 or a portion of the 20 percent. If you do request a  
5 waiver, the waiver must be requested from the very  
6 beginning when you submit your proposal; you will  
7 indicate that you're requesting a waiver. If you are the  
8 apparent winner, that's when we will notify you of your,  
9 your winning, and then you will have ten days to submit  
10 your supporting documentation to show why you are  
11 requesting a waiver.

12           And as you will notice, there is an actual form  
13 in there. It's attachment two, Code of Maryland  
14 Regulations, as page 43. It highlights what is required  
15 when you're requesting a waiver, and meaning that a  
16 waiver is not a guarantee of award. A waiver must be  
17 approved first. In order to approve a waiver, what I  
18 would do is just confirm the information that you  
19 submitted, that you actually put forth a good faith  
20 effort to find certified minority businesses to assist  
21 you, and you were not able to do so. There's a form that

1 actually is in conjunction with your good faith effort  
2 that is on page 45, and page 46, that being the minority  
3 contractor unavailability certificate. If you're  
4 requesting a waiver, and we notify you that you are the  
5 winner, then after ten days we will be requesting those  
6 certifications from you as to show that you did put forth  
7 an effort.

8           So that's my part in reference to the MBE. Are  
9 there any questions?

10           MR. WATSON: All right.

11           MR. ROBINSON: Question?

12           MR. WATSON: Well, I'm going to open it up to  
13 questions. Dan, did you have anything that you wanted to  
14 comment at this time?

15           MR. JOHNSON: No. I think that the RFP -- I'm  
16 Dan Johnson -- the RFP speaks for itself. If you have  
17 any questions about the statement of work, we'll be glad  
18 to answer those.

19           MR. WATSON: What, what -- okay, all right.  
20 What I wanted you to comment on is, like, the transition  
21 time, when we --

1 MR. JOHNSON: Okay.

2 MR. WATSON: -- need to start at, because the,  
3 the current contract expires May 31, 2015.

4 MR. JOHNSON: Um-hum.

5 MR. WATSON: So if you could comment on --

6 MR. JOHNSON: Well, I'm, I'm somewhat unclear  
7 on that because it doesn't have to end at that point.  
8 Remember, we did the extension, but that extension  
9 doesn't have to end in May -- at May 30th, does it?

10 MR. WATSON: Yeah.

11 MR. JOHNSON: It has to end at --

12 MR. WATSON: Yes.

13 MR. JOHNSON: -- May 30th?

14 MR. WATSON: The May -- yeah. May 30th.

15 MR. PATEEL: It can end early.

16 MR. JOHNSON: And I've included in there, it  
17 can end early.

18 MR. PATEEL: All our -- can end early.

19 MR. JOHNSON: Once we, once we --

20 MS. THOMAS: It can end early.

21 MR. JOHNSON: Okay. What we'd like to do is

1 we'd like to give them 30 days to work with the other  
2 vendor --

3 MR. WATSON: Okay.

4 MR. JOHNSON: -- to be able to do a transition  
5 so that an understanding of the system, and that they can  
6 do a knowledge transfer while the other vendor is still  
7 on board. So any, any, any time that -- well, before  
8 that May 30th deadline, depending upon when we awarded  
9 the contract, we can actually do that transition in time.

10 Does, does that answer your question?

11 MR. WATSON: Yes. Okay. Now I'll open up to  
12 the vendors. You all can ask any questions. Yeah, yeah,  
13 that's fine.

14 MR. ZERNHELT: Yeah, we can go, go around.  
15 Brian Zernhelt, Software Consortium. Obviously, there's  
16 an incumbent. Can you tell us who the incumbent is, and  
17 are they eligible to bid on this?

18 MR. JOHNSON: Are we okay with -- to give them  
19 that information, Latesa?

20 MS. THOMAS: Um-hum.

21 MR. JOHNSON: The incumbent is Connect

1 International. They are not bidding on this.

2 UNIDENTIFIED SPEAKER: No.

3 COURT REPORTER: I need the sign up sheet.

4 UNIDENTIFIED SPEAKER: Okay.

5 UNIDENTIFIED SPEAKER: That's --.

6 COURT REPORTER: What's your name?

7 MR. BUCKBERG: Phil Buckberg, B U C K B E --

8 COURT REPORTER: Go ahead.

9 MR. BUCKBERG: -- R G. I'm with Advantage.

10 What is the expected award date?

11 MR. JOHNSON: Sean?

12 MR. WATSON: Say it, again.

13 MR. JOHNSON: The effect -- the expected award  
14 date?

15 MR. WATSON: Effective --

16 MR. JOHNSON: The expected award date.

17 MR. WATSON: Expected award date?

18 MR. BUCKBERG: I guess, more specifically,  
19 the NTP.

20 MR. WATSON: I'm, I'm looking at the first of  
21 the year, the first of year. I, I don't -- I can't give



1 you exact, because the, the bid closes -- the proposal  
2 closes at 12/4. We got to do our evaluation, send a  
3 recommendation out to do it --

4 MR. JOHNSON: We'll do it around February.

5 MR. WATSON: Yeah. I would, I would think  
6 late --

7 UNIDENTIFIED SPEAKER: Well, that's about --

8 MR. WATSON: -- late, late January, maybe early  
9 February.

10 MR. PATEEL: Prahalad Pateel. The -- once the  
11 award is -- that our contract is awarded, then  
12 immediately, it'll start. We're not -- we are not  
13 planning to actually hold off on nothing. The only thing  
14 that's delaying this is evaluation process and selecting  
15 a vendor. As soon as the bids are closed, there will be  
16 an evaluation process. Once evaluation process is  
17 complete, we'll go on to award the contract. In other  
18 words, like, the only thing that's stopping us from going  
19 into contract is the evaluation process and awarding the  
20 contract.

21 MR. ATHREYA: I have a question. Narayan

1 Athreya. I have two. I'll give you my card, again.  
2 Here. From iCUBE Systems. I have two questions. I'm  
3 allowed ask two questions, right? Okay. The first one  
4 is you said you can add one additional resource after  
5 award. Is that -- one additional resource going to be  
6 advanced technology, a senior application developer or  
7 application developer?

8 MR. JOHNSON: It doesn't have to be. It might  
9 be, but it doesn't have to be.

10 MR. ATHREYA: It can be any one of them. The  
11 second one is on the price sheet for the initial three  
12 resources. You have listed one, two -- one is the  
13 advance technology senior application developer and  
14 applications development expert. Okay?

15 MR. JOHNSON: Um-hum.

16 COURT REPORTER: Speak up, please.

17 MR. ATHREYA: You have listed only two label  
18 categories: advanced technology and application  
19 development expert.

20 MR. JOHNSON: Um-hum.

21 MR. ATHREYA: For the third resource, you don't

1 a price in there?

2 MR. JOHNSON: No. There, there will be two --  
3 there were -- they're two experts. Right, right, Jill,  
4 and one developer?

5 MS. CHLAN: Yes.

6 MR. JOHNSON: There are two experts and one,  
7 one developer.

8 MR. ATHREYA: Yeah, but pricing, she has got  
9 space for only two resource.

10 MR. JOHNSON: And add, add for the third --

11 MR. ATHREYA: We would add --

12 MR. JOHNSON: -- yes.

13 MR. ATHREYA: -- one more. Thank you.

14 UNIDENTIFIED SPEAKER: Go ahead.

15 MR. ZERNHELT: Brian Zernhelt, Software  
16 Consortium. Under the minimum qualifications 2.9.1, when  
17 you speak of the two contractor with the minimum  
18 qualifications --

19 MR. JOHNSON: For the contractor --

20 MR. ZERNHELT: Yes.

21 MR. JOHNSON: -- for the company, itself?

1 MR. ZERNHELT: For the company, itself.

2 MR. JOHNSON: Um-hum.

3 MR. ZERNHELT: Hold on a second. Sorry. The  
4 master -- okay, the master contracted proposal, can all  
5 four qualifications be made up by the master and the  
6 prime, or does it just have to be solely -- I'm sorry --  
7 the prime and the sub, or does it have to only be made up  
8 by --

9 MR. JOHNSON: I think the RFP says it can be  
10 made up of a combination of both.

11 MR. ZERNHELT: Of both? Okay. I misread that.  
12 All right, thanks.

13 MR. ROBINSON: We have a question here.

14 MR. JOHNSON: Sure.

15 MR. ROBINSON: Please.

16 MR. JOHNSON: Yes, sir?

17 MS. ZAIRIS: Anthie Zairis, Group Z. I just  
18 wanted to get clarification on the pricing sheet. So  
19 you're saying if the pricing is the same for the two  
20 individuals, we would change the hours, but if it's  
21 different, we would add another line? Because there's --

1 the hours are specified on this pricing sheet for, for  
2 two individuals, like he was saying. So if you could  
3 please --

4 MR. JOHNSON: Yeah, the hours on the pricing  
5 sheet are really just to kind of give us an idea of, of  
6 what to expect that the annual pricing would be. So, and  
7 I think we put 2,048 in there, but you could list them  
8 out for each individual person and, and do 2,048 for each  
9 individual person.

10 MS. ZAIRIS: Okay. So we kind of can create  
11 our own into this?

12 MR. JOHNSON: Um-hum.

13 MS. ZAIRIS: I want clarification, because  
14 usually that does --

15 COURT REPORTER: I can't hear you. You have to  
16 -- I just need you to speak up.

17 MS. ZAIRIS: I'm sorry. I just wanted  
18 clarification because it's not the norm that that we see,  
19 and I just want to make sure we're clear and respond  
20 properly to you guys.

21 MS. THOMAS: We need to go back and -- yeah, we

1 might need to go back and review it, again, and revise  
2 it.

3 MR. JOHNSON: I'm pretty sure --

4 MS. THOMAS: I have to --

5 MR. JOHNSON: But we can, we can. We'll review  
6 it, and get back to you.

7 MS. THOMAS: We can go back and review it, um-  
8 hum.

9 MS. ZAIRIS: Okay. So it'll come back in the  
10 written form, the answer?

11 MS. THOMAS: Yes.

12 MR. WATSON: Yes. And, also, keep in mind, I  
13 will send out a copy of this transcript of this meeting  
14 to all the master contractors.

15 MS. ZAIRIS: Great.

16 MR. WATSON: So I'll be sending that out  
17 shortly, yeah. Um-hum.

18 MS. THOMAS: Are there any other questions in  
19 reference to the price sheet?

20 MR. WATSON: The person behind you.

21 UNIDENTIFIED SPEAKER: There's one behind you.

1 MS. THOMAS: Yeah?

2 MR. ATHREYA: Narayan Athreya from iCUBE  
3 Systems. If the prime is an MBE, can you take the MBE  
4 goal credit for that?

5 MR. ROBINSON: I was actually getting ready to  
6 mention that was something I did -- that is a new  
7 regulation that if the, the vendor who wins the award, is  
8 an MBE, he can count himself up to 50 percent of the MBE  
9 goal.

10 MR. ATHREYA: Okay.

11 UNIDENTIFIED SPEAKER: Also, they must still  
12 partner --

13 MR. ROBINSON: They still would have to -- if  
14 it's, like, for example, a 20 percent goal, if you win as  
15 an MBE, you can count yourself as ten percent of that,  
16 but you still would have to --

17 MR. ATHREYA: Oh, 50 percent of the MBE,  
18 though, not the total, okay.

19 MR. ROBINSON: Exactly, exactly.

20 MR. KILLMEYER: Is that new?

21 UNIDENTIFIED SPEAKER: Yeah.

1 MR. KILLMEYER: When did that come out?

2 UNIDENTIFIED SPEAKER: What's the effective  
3 date on that?

4 COURT REPORTER: Hold on. Hold on.

5 MR. KILLMEYER: Sorry.

6 COURT REPORTER: What's your name?

7 MR. KILLMEYER: Matt Killmeyer.

8 COURT REPORTER: Go ahead.

9 MR. KILLMEYER: IMC. So obviously, in the CATS  
10 IDQ -- IDIQ, that's been a kind of bone of contention.  
11 So this is the first that I heard of that. When, when  
12 does that change take effect?

13 MR. ROBINSON: The change -- from what I've  
14 been -- from the understanding that I have, the change  
15 actually came into play last year, but it is in effect.  
16 It's -- all the new documents for -- shows that  
17 information that -- to you on the Government of Minority  
18 Affairs website. So it, it is in play.

19 MR. KILLMEYER: Well, we've been to -- I, I  
20 know I have. I've been to, to pre proposal conferences  
21 where the contracting representative and the MBE



1 representative explicitly say that that is not allowable.

2 UNIDENTIFIED SPEAKER: Yeah.

3 MR. ROBINSON: For CATS contract?

4 UNIDENTIFIED SPEAKER: Yeah, CATS contract is  
5 in Maryland.

6 MR. KILLMEYER: Yeah.

7 UNIDENTIFIED SPEAKER: It's not a part of the  
8 CATS.

9 MR. KILLMEYER: Yeah, yeah. I've been multiple  
10 MDOT engagements and my --

11 MR. PATEEL: Okay, guys. Wait. Time out.

12 MR. KILLMEYER: Sorry.

13 MR. PATEEL: Everything needs to be recorded.

14 MR. KILLMEYER: Sorry.

15 MR. PATEEL: One person at a time before you  
16 speak. And you have to tell your name that that way the  
17 proceedings can be recorded. Please no -- like, more  
18 than one person don't talk all at the same time. It  
19 becomes really difficult to record.

20 MR. ROBINSON: Well, I know last year that  
21 actually did come up, and from what I've been told, it

1 has been resolved, but if there's still some -- if it  
2 hasn't been publicized and you've ran into that same  
3 problem, what I will do, I'll go back and I'll confirm  
4 that. I know that the Governor's Office of Minority  
5 Affairs, because I actually talked to them a couple of  
6 weeks ago about this very issue, and they said that  
7 everything was a go. But if it's not, I'll make sure  
8 that the information is provided to procurement, and it  
9 gets into the, the addendum.

10 MR. KILLMEYER: Thank you.

11 Sorry. I, I apologize. I came late. My name  
12 is Matt Killmeyer. Company is IMC. And you may have  
13 addressed it, may not. I noticed that this originally  
14 came out as an SBR. Is there any --

15 MR. WATSON: Yes, um-hum.

16 MR. KILLMEYER: -- chance that this could come  
17 as an, an open?

18 MR. WATSON: This, this was -- I was going --  
19 thanks.

20 UNIDENTIFIED SPEAKER: (simultaneous comments)

21 MR. WATSON: Yeah, I was going to comment on

1 that. This is designated as an SBR.

2 MR. KILLMEYER: Any chance that it can be  
3 changed to an open?

4 MR. WATSON: No, no. Any other questions from  
5 anyone? Okay?

6 MR. GIOSAVICH: Heath Giosavich with DK  
7 Consulting. Will we get a copy of the sign in sheet?

8 MR. WATSON: Yeah. I will send that as well as  
9 the transcript to everyone.

10 MS. THOMAS: Is there any questions in  
11 reference to minimum qualifications, anything that needed  
12 to be clarified, or anything that needs additional  
13 clarification in reference to the price sheet to make  
14 sure we have a full understanding of what you are asking?

15 MR. BUCKBERG: I do. Phil Buckberg, Advantage.  
16 And this is page 20. I'm sure this is a splitting hairs  
17 kind of question. But the very first master contractor  
18 proposal shall demonstrate -- very first one --  
19 demonstrate at least five years experience in providing  
20 personnel for web development. Would that also cover a  
21 company that doesn't necessarily do staff augmentation,

1 but does web development, and actually holds contracts  
2 doing that kind of work?

3 MR. JOHNSON: Which one, number one, or --

4 MR. BUCKBERG: Number one.

5 UNIDENTIFIED SPEAKER: Number one.

6 MR. JOHNSON: At least five years of experience  
7 in providing personnel for web development.

8 MR. BUCKBERG: No, it says it implies staff  
9 augmentation. Or could it be actual work performed by a  
10 company of full-time employees?

11 MR. PATEEL: I can answer that. If the project  
12 is implemented, you can't say that they'll be developing  
13 a project that been developed for the past 15 years, so  
14 it can't -- does -- that's not taken into consideration.  
15 If you want it to -- your own people, it has to be an  
16 implemented project, not something that's in development.

17 MR. BUCKBERG: Okay. But it would count then?  
18 Thank you.

19 MR. ATHREYA: One more, just a clarification.  
20 The reference projects, you can do free format. You  
21 don't have -- we have not specified any format. So we

1 can do free format. How are we -- mention or how we  
2 present that a reference project, correct? The reason  
3 I'm asking is there's -- one agency had a similar thing,  
4 and they did not look at the from and to date in our  
5 reference project. They said, oh, you have not met the  
6 five-year. Then I have to tell them, my, my format is  
7 this. In this column, I have the from and to date for  
8 the project. So if you add it up, it comes to more than  
9 five years. So do you have a specific format in which we  
10 need to provide the reference project, or we can just  
11 mention in the --

12 MR. PATEEL: Since --

13 UNIDENTIFIED SPEAKER: Just mention it.

14 MR. PATEEL: -- reference it -- Prahalad  
15 Pateel. It says a reference. We have not provided a  
16 reference. We'll the assumption is that, like, we will  
17 take a freeform. But that particular reference has to  
18 meet the criteria and, like, in your example, if it says  
19 that, like, there's five years, in your reference, the  
20 project should mention, like, the duration or, like, the  
21 timeframe. Like, it need not explicitly say the whole

1 references regarding start and end date, but each  
2 individual project should have something which will  
3 relate to your minimum --

4           MR. BROWN: Terrance Brown, from TVCOFA  
5 Corporation. I have a follow up question. So you said  
6 it has to relate to the implementation. So if you have  
7 -- you're a company that provides these type of  
8 implementation services, and you have over five years  
9 experience doing that, but you don't have experience  
10 providing that personnel, how does, how does that  
11 language need to be worded so that it's not overlooked in  
12 that process, when you're saying that it takes us three  
13 months to go in and implement a total system and provide  
14 support versus keeping those people cumulative of five  
15 years inside of the environment?

16           MR. JOHNSON: The focus -- Dan Johnson. The  
17 focus of the RFP is to have a company be able to provide  
18 personnel. And so although you may be talking about the  
19 fact that you have a situation where you've provided  
20 support for applications, the focus of this RFP is to  
21 provide -- is for the company to be able, not only to

1 provide personnel, but also in situations where a person,  
2 person may leave or something like that, be able to, to  
3 ramp up and get new people. So again, the focus of the  
4 RFP is providing personnel. It's a, it's a staffing  
5 contract, more so than it is a development contract.

6 MR. WATSON: Any other questions?

7 MR. HARJANI: Yes.

8 MR. WATSON: Okay, okay.

9 MR. HARJANI: Sandeep Harjani from Infojini,  
10 Inc. Will the interviews happen altogether for all the  
11 key people, the key personnel, or will they be separate  
12 or how will, how will that take, take place, the oral  
13 presentation?

14 MR. PATEEL: The interviews will be individual.  
15 In other words, if you propose the three people, the  
16 expectation is that, like, we will meet the three people  
17 individually. We don't bring in all the three people  
18 together and then, like, interview them together. That's  
19 not the expectation. The expectation is it will be an  
20 interview based on each individual resource.

21 MR. HARJANI: Okay, okay, good. Thank you.

1 MR. WATSON: I have --

2 MR. BUCKBERG: Sorry. I have one more.

3 MR. WATSON: No problem.

4 MR. BUCKBERG: Because I'm never sure how to do  
5 this whenever we submit a proposal. Phil Buckberg,  
6 Advantage. They're a number of forms, the attachments in  
7 the back that need to be filled out. Can we just pull  
8 them right out of the PDF with your heading and footing  
9 on the bottom, and fill them in, and submit them that  
10 way, or should there be blank forms we have access to?

11 MR. WATSON: Yes. You can complete -- you  
12 complete --

13 MR. BUCKBERG: Okay. That is --

14 MR. WATSON: The attachments, uh-huh.

15 MR. BUCKBERG: Take them out of here?

16 MR. WATSON: Uh-huh.

17 MR. ATHREYA: Can -- excuse me. Narayan  
18 Athreya from iCUBE. Can you send a Word format of this  
19 so that we can fill in --

20 MS. THOMAS: Yes.

21 MR. WATSON: You, you need a Word format?



1 MS. THOMAS: He said, can he?

2 MR. ATHREYA: Like if you send them from your,  
3 your TORFP in Word format, we can put it on the forms,  
4 and fill in these.

5 MR. WATSON: Okay. Okay.

6 MS. THOMAS: We can send them Word. We'll send  
7 them all Word.

8 MR. WATSON: Okay. Send it. Okay.

9 MR. BUCKBERG: That would be better.

10 MR. WATSON: All right. Okay. All right.

11 MS. THOMAS: I want to be, be certain that  
12 there's no questions -- additional questions about the  
13 minimum qualifications, because if you don't meet the  
14 minimum qualifications you can't move forward in the  
15 review process, and that there are no additional  
16 questions about the MBE, and let -- except for the things  
17 that we have to get clarification, and that there's no  
18 additional questions in reference to the price form,  
19 because you cannot alter the price form. It is what it  
20 is. So we going to go back and look at the -- at that  
21 again to determine whether we need to make any

1 adjustments. So it's a good time now, if you have any  
2 questions about anything, to please ask now. It'll make  
3 our solicitation better.

4 MR. ATHREYA: It's Narayan, again -- because I  
5 started that question. The price sheet, you are going to  
6 add one more line for the third person, right?

7 MR. JOHNSON: We'll, we'll add that and send it  
8 back out again.

9 MS. THOMAS: Yes.

10 MR. JOHNSON: Yes, we will add that on. Dan  
11 Johnson.

12 MR. BUCKBERG: Let me follow up on your  
13 statement. I'm sorry.

14 UNIDENTIFIED SPEAKER: No, go ahead.

15 MR. BUCKBERG: This is -- this goes back to the  
16 minimum qualifications of personnel minimum  
17 qualifications. There are a number of items listed. If  
18 I take what you said as letter of the law that means that  
19 if we don't find someone for each and every one of these,  
20 that there's no point in submitting a proposal at all, or  
21 is, like, if you only have to choose among the best, who

1 meet most of the qualifications?

2 MS. THOMAS: The minimum qualifications -- if  
3 you don't meet the minimum qualifications, then the, the  
4 evaluation team will not go to the next step in  
5 evaluating the other things. So if don't meet the  
6 minimum qualifications, we will never open up your  
7 financials. You'll be sent a letter saying that you did  
8 not meet whatever qualification that is.

9 They will -- they'll review it. If they're not  
10 clear, they'll send you a clear (phonetic sp.) letter,  
11 asking for explanation or some kind of clarification, but  
12 if it's not met, you will not move to the next steps.

13 MR. BUCKBERG: Okay.

14 MR. HARJANI: I have one question on the  
15 minimum qualification, second one, which is demonstrate  
16 at least one year of experience providing O&M support  
17 services to U.S. based commercial or government entities  
18 of at least 5,000 end users. So does it need to be one  
19 project only, or can it be two projects, which span for  
20 -- one can be six months, another can be six month, or  
21 does it need to be one project only?

1 MR. JOHNSON: Dan, Dan Johnson. It can be  
2 cumulative.

3 MR. HARJANI: Cumulative? Okay.

4 MR. WATSON: All right. If there aren't any  
5 more questions -- indeed, you have one.

6 MR. GIOSAVICH: Heath Giosavich, with DK  
7 Consulting. How soon do you think the addendums and  
8 questions will come out?

9 COURT REPORTER: I didn't hear that,  
10 Mr. --

11 MR. WATSON: Repeat the question.

12 MS. THOMAS: What addendums? Probably by  
13 Friday. Today is Tuesday, so it will be out by Friday.

14 MR. GIOSAVICH: Okay. The only reason I ask  
15 was I'm noticing that it looks like questions are due --  
16 I believe that's Black Friday and Thanksgiving and --

17 MS. THOMAS: We'll look at that and make a  
18 determination if we need to extend.

19 MR. GIOSAVICH: Okay.

20 MR. WATSON: Um-hum. All right, well, thank  
21 you, everyone, for coming out. And, like I said, I'll,

1 I'll have a copy of the pre-bid transcript sent out and  
2 the sign in sheet. And you can send emails to me if you  
3 have any questions, and I'll pass onto our IT people and  
4 have a response for you. But just to make sure we, we,  
5 we meet the deadlines, you know, don't, don't submit  
6 things late. It won't, won't be considered. All right?  
7 Thanks, again.

8 ALL: Thank you.

9 (Whereupon, the Pre-Proposal Conference  
10 concluded at 11:32 a.m. on November 18, 2014.)  
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C E R T I F I C A T E

This is to certify that the attached proceedings before the Department of Labor, Licensing and Regulation in the matter of:

Pre-Proposal Conference  
CATS+ TORFP P00B5400040  
Maryland Overpayment Case Management System (MDOCS) and  
PC/Web Programming Support Personnel

PLACE: Baltimore, Maryland

DATE: November 18, 2014

were held as herein appears, and that this is the original transcript thereof for the file of the Department.

  
\_\_\_\_\_  
Bryson Dudley, Reporter  
FREE STATE REPORTING, INC.

## ATTACHMENT 2 MINORITY BUSINESS ENTERPRISE FORMS

The Minority Business Enterprise (MBE) subcontractor participation goal for this solicitation is 20%.

### TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING REQUIREMENTS

CATS+ TORFP # P00B5400040

These instructions are meant to accompany the customized reporting forms sent to you by the TO Manager. If, after reading these instructions, you have additional questions or need further clarification, please contact the TO Manager immediately.

- 1) As the TO Contractor, you have entered into a TO Agreement with the State of Maryland. As such, your company/firm is responsible for successful completion of all deliverables under the contract, including your commitment to making a good faith effort to meet the MBE participation goal(s) established for TORFP. Part of that effort, as outlined in the TORFP, includes submission of monthly reports to the State regarding the previous month's MBE payment activity. Reporting forms D-5 (TO Contractor Paid/Unpaid MBE Invoice Report) and D-6 (Subcontractor Paid/Unpaid MBE Invoice Report) are attached for your use and convenience.
- 2) The TO Contractor must complete a separate Form D-5 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 D-6 (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 D-6 (upper right corner of the form) for the subcontractor the same as the Form D-5 was customized by the TO Manager for the benefit of the TO Contractor. This will help to minimize any confusion for those who receive and review the reports.
- 4) It is the responsibility of the TO Contractor to make sure that all subcontractors submit reports no later than the 15th of each month, including reports showing zero MBE payment activity. Actual payment data is verified and entered into the State's financial management tracking system from the subcontractor's D-6 report only. Therefore, if the subcontractor(s) do not submit D-6 payment reports, the TO Contractor cannot and will not be given credit for subcontractor payments, regardless of the TO Contractor's proper submission of Form D-5. The TO Manager will contact the TO Contractor if reports are not received each month from either the prime contractor or any of the identified subcontractors.
- 5) The TO Contractor must promptly notify the TO Manager if, during the course of the contract, a new MBE subcontractor is utilized. Failure to comply with the MBE contract provisions and reporting requirements may result in sanctions, as provided by COMAR 21.11.03.13.

## ATTACHMENT 1 D-1 MDOT CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT

This form and Form D-2 **MUST BE** included with the bid or offer for any TORFP with an MBE goal greater than 0%. If the Bidder or Offeror fails to complete and submit this form with the bid or offer as required, the procurement officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

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

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

\_\_\_\_ percent African American                      \_\_\_\_ percent Asian American  
\_\_\_\_ percent Hispanic American                      \_\_\_\_ percent Woman-Owned

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

OR

- I conclude that I am unable to achieve the MBE participation goal and/or subgoals. I hereby request a waiver, in whole or in part, of the overall goal and/or subgoals. Within 10 business days of receiving notice that our firm is the apparent awardee, I will submit all required waiver documentation in accordance with COMAR 21.11.03.11.
2. I understand that if I am notified that I am the apparent awardee of a TORFP, I must submit the following additional documentation as directed in the TORFP.
- Outreach Efforts Compliance Statement (D-3)
  - Subcontractor Project Participation Certification (D-4)
  - Any other documentation, including D-7 waiver documentation, if applicable, required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal.

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

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

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



Bidder/Offeror Name  
(please print or type)

Signature of Affiant

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

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

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

**ATTACHMENT 1 D-2 MBE PARTICIPATION SCHEDULE**

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

List Information For Each Certified MBE Subcontractor On This Project

Minority Firm Name MBE Certification Number  FEIN Identify the Applicable Certification Category (For Dually Certified Firms, Check Only One Category) <input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Other Percentage of Total Contract Value to be provided by this MBE _____% Description of Work to Be Performed:
Minority Firm Name MBE Certification Number  FEIN Identify the Applicable Certification Category (For Dually Certified Firms, Check Only One Category) <input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Other Percentage of Total Contract Value to be provided by this MBE _____% Description of Work to Be Performed:
Minority Firm Name MBE Certification Number  FEIN Identify the Applicable Certification Category (For Dually Certified Firms, Check Only One Category) <input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Other Percentage of Total Contract Value to be provided by this MBE _____% Description of Work to Be Performed:
Minority Firm Name MBE Certification Number  FEIN Identify the Applicable Certification Category (For Dually Certified Firms, Check Only One Category) <input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Other Percentage of Total Contract Value to be provided by this MBE _____% Description of Work to Be Performed:

Continue on a separate page, if needed.

Summary

Total African-American MBE Participation: \_\_\_\_\_ %  
Total Asian American MBE Participation: \_\_\_\_\_ %  
Total Hispanic American MBE Participation: \_\_\_\_\_ %  
Total Woman-Owned MBE Participation: \_\_\_\_\_ %  
Total Other Participation: \_\_\_\_\_ %  
Total All MBE Participation: \_\_\_\_\_ %

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

\_\_\_\_\_  
Bidder/Offeror Name  
(please print or type)

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

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

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

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

**SUBMIT AS INSTRUCTED IN TORFP**



### ATTACHMENT 1 D-4 MBE SUBCONTRACTOR PROJECT PARTICIPATION CERTIFICATION

Please complete and submit one form for each MDOT certified MBE listed on Attachment D-1 within  
10 working days of notification of apparent award.

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

Prime Contractor Address and Phone	Project Description
Project Number	Total Contract Amount \$
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Percentage of Total Contract	

The undersigned Prime Contractor and Subcontractor hereby certify and agree that they have fully complied with the State Minority Business Enterprise law, State Finance and Procurement Article §14-308(a)(2), Annotated Code of Maryland which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a bid or proposal and:

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

**Prime Contractor Signature**

By: \_\_\_\_\_  
Name, Title  
Date

**Subcontractor Signature**

By: \_\_\_\_\_  
Name, Title  
Date

**ATTACHMENT 1 D-5 MBE PRIME CONTRACTOR PAID/UNPAID MBE INVOICE  
 REPORT**

Maryland Department of Information Technology  
 Minority Business Enterprise Participation  
 Prime Contractor Paid/Unpaid MBE Invoice Report

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

Prime Contractor:		Contact Person:	
Address:			
City:		State:	ZIP:
Phone:	FAX:	Email:	
Subcontractor Name:		Contact Person:	
Phone:	FAX:		
Subcontractor Services Provided:			
List all payments made to MBE subcontractor named above during this reporting period:		List dates and amounts of any outstanding invoices:	
Invoice#	Amount	Invoice #	Amount
1.		1.	
2.		2.	
3.		3.	
4.		4.	
Total Dollars Paid:		Total Dollars Unpaid:	
\$ _____		\$ _____	
<b>**If more than one MBE subcontractor is used for this contract, you must use separate D-5 forms.</b> <b>**Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred):</b>			
(TO MANAGER OF APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)		(AGENCY MBE LIASION OR APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)	

This form must be completed by MBE subcontractor

**ATTACHMENT 1 D-6 SUBCONTRACTOR PAID/UNPAID MBE INVOICE REPORT**

Minority Business Enterprise Participation

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

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

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

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

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

TO MANAGER OF APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)	(AGENCY MBE LIASION OR APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)
---	--

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

## ATTACHMENT 1 CODE OF MARYLAND REGULATIONS (COMAR)

### Title 21, State Procurement Regulations

(regarding a waiver to a Minority Business Enterprise subcontracting goal)

#### COMAR 21.11.03.11 - Waiver.

- A. If, for any reason, the apparent successful bidder or offeror is unable to achieve the contract goal for certified MBE participation, the bidder or offeror may request, in writing, a waiver to include the following:
- 1) A detailed statement of the efforts made to select portions of the work proposed to be performed by certified MBEs in order to increase the likelihood of achieving the stated goal;
  - 2) A detailed statement of the efforts made to contact and negotiate with certified MBEs including:
    - a) The names, addresses, dates, and telephone numbers of certified MBEs contacted, and
    - b) A description of the information provided to certified MBEs regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed;
  - 3) As to each certified MBE that placed a subcontract quotation or offer that the apparent successful bidder or offeror considers not to be acceptable, a detailed statement of the reasons for this conclusion;
  - 4) A list of minority subcontractors found to be unavailable. This list should be accompanied by an MBE unavailability certification (MBE Attachment D7) signed by the minority business enterprise, or a statement from the apparent successful bidder or offeror that the minority business refused to give the written certification: and
  - 5) The record of the apparent successful bidder or offeror's compliance with the outreach efforts required under Regulation .09B(2)(b).

A waiver may only be granted upon a reasonable demonstration by that MBE participation could not be obtained or could not be obtained at a reasonable price.

If the waiver request is determined not to meet this standard, the bidder or offeror will be found non-responsive (bid) or not reasonably susceptible for award (proposal) and removed from further consideration.

- B. A waiver of a certified MBE contract goal may be granted only upon reasonable demonstration by the bidder or offeror that certified MBE participation was unable to be obtained or was unable to be obtained at a reasonable price and if the agency head or designee determines that the public interest is served by a waiver. In making a determination under this section, the agency head or designee may consider engineering estimates, catalogue prices, general market availability, and availability of certified MBEs in the area in which the work is to be performed, other bids or offers and subcontract bids or offers substantiating significant variances between certified MBE and non-MBE cost of participation, and their impact on the overall cost of the contract to the State and any other relevant factor.



- C. An agency head may waive any of the provisions of Regulations .09-.10 for a sole source, expedited, or emergency procurement in which the public interest cannot reasonably accommodate use of those procedures.
- D. When a waiver is granted, except waivers under Section C, one copy of the waiver determination and the reasons for the determination shall be kept by the MBE Liaison Officer with another copy forwarded to the Office of Minority Affairs.

**ATTACHMENT 1 MBE D-7 MINORITY CONTRACTOR UNAVAILABILITY  
CERTIFICATE**

**Section I (to be completed by PRIME CONTRACTOR)**

I hereby certify that the firm of \_\_\_\_\_

(Name of Prime Contractor)

located at \_\_\_\_\_

(Number) (Street) (City) (State) (Zip)

on \_\_\_\_\_ contacted certified minority business enterprise, \_\_\_\_\_

(Date) (Name of Minority Business) ,

located at \_\_\_\_\_ ,

(Number) (Street) (City) (State) (Zip)

seeking to obtain a bid for work/service for project number \_\_\_\_\_, project  
name \_\_\_\_\_.

List below the type of work/ service requested:

Indicate the type of bid sought, \_\_\_\_\_. The minority business  
enterprise identified above is either unavailable for the work /service in relation to project number  
\_\_\_\_\_, or is unable to prepare a bid for the following reasons(s):

The statements contained above are, to the best of my knowledge and belief, true and accurate.

\_\_\_\_\_  
(Name) (Title)

\_\_\_\_\_  
(Number) (Street) (City) (State) (Zip)

\_\_\_\_\_  
(Signature) (Date)

Note: Certified minority business enterprise must complete Section II

**Section II (to be completed by CERTIFIED MINORITY BUSINESS ENTERPRISE)**

I hereby certify that the firm of \_\_\_\_\_ MBE Cert #

(Name of MBE Firm)

located at \_\_\_\_\_

(Number) (Street) (City) (State) (Zip)

was offered the opportunity to bid on project number \_\_\_\_\_ , ON \_\_\_\_\_ .

(Date)

by: \_\_\_\_\_

(Prime Contractor's Name) (Prime Contractor's Official's Name) (Title)

The statements contained in Section I and Section II of this document, to the best of my knowledge and belief, true and accurate.

\_\_\_\_\_  
(Name) (Title) (Phone)

\_\_\_\_\_  
(Signature) (Fax Number)

## ATTACHMENT 2 TASK ORDER AGREEMENT

CATS+ TORFP# P00B5400040 OF MASTER CONTRACT #060B2490023

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

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
  - a) “Agency” means Department of Labor, Licensing and Regulation, as identified in the CATS+ TORFP # P00B5400040.
  - b) “CATS+ TORFP” means the Task Order Request for Proposals # P00B5400040, dated MONTH DAY, YEAR, including any addenda.
  - c) “Master Contract” means the CATS+ Master Contract between the Maryland Department of Information Technology and TO Contractor dated April 22, 2013.
  - d) “TO Procurement Officer” means Sean Watson. The Agency may change the TO Procurement Officer at any time by written notice.
  - e) “TO Agreement” means this signed TO Agreement between DLLR and TO Contractor.
  - f) “TO Contractor” means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is \_\_\_\_\_.
  - g) “TO Manager” means Jill Chlan. 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 2 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 of Notice to Proceed 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 be done so in accordance with the CATS+ TORFP and shall not exceed \$\_\_\_\_\_. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.

4.2 Payments to the TO Contractor shall be made as outlined Section 2 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, DLLR

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

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

Every experience listed on the Minimum Qualifications Resume Summary must be explicitly listed with start and stop dates. Where there is a time requirement such as three months' experience, you must provide the dates from and to showing an amount of time that equals or exceeds the mandatory time requirement; in this case, three



months. Note: Overlapping time periods shall only count once against a specific minimum qualification (i.e., a minimum qualification may not be met by listing two examples occurring during the same time period.).

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

**ATTACHMENT 4 5A – MINIMUM QUALIFICATIONS SUMMARY**

CATS+ TORFP # P00B5400040

*All content on this form must also be on the Personnel Resume Form.*

*ONLY include information on this summary that supports meeting a minimum qualification.*

Proposed Individual's Name and Company/Sub-Contractor:	List how the proposed individual meets each requirement by including a reference to relevant entries in Form 5B									
<b>LABOR CATEGORY TITLE – (Functional Area Two – Web and Internet Systems)</b>										
<p>Education:</p> <p>Insert the education description from the CATS+ Master Contract RFP from Section 2.10 for the applicable labor category</p>	<p>(Identify school or institution Name; Address; Degree obtained and dates attended.)</p>									
<p>Generalized Experience:</p> <p>Insert the generalized experience description from the CATS+ Master Contract RFP from Section 2.10 for the applicable labor category</p> <p>Provide dates in the format of MM/YY to MM/YY</p>	<p>(Identify specific work experiences from the resume that illustrate compliance with the Master Contract RFP Labor Category requirements for Generalized Experience.)</p> <table border="1" data-bbox="800 779 1466 905"> <tr> <th>FROM</th> <th>TO</th> <th>Job Title and Company</th> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td>Match to Form 5B:</td> <td colspan="2">&lt;insert cross-reference(s) to the full description on Form 5B&gt;</td> </tr> </table>	FROM	TO	Job Title and Company				Match to Form 5B:	<insert cross-reference(s) to the full description on Form 5B>	
FROM	TO	Job Title and Company								
Match to Form 5B:	<insert cross-reference(s) to the full description on Form 5B>									
<p>Specialized Experience:</p> <p>Insert the specialized experience description from the CATS+ Master Contract RFP from Section 2.10 for the applicable labor category</p> <p>Provide dates in the format of MM/YY to MM/YY</p>	<p>(Identify specific work experiences from the resume that illustrate compliance with the Master Contract RFP Labor Category requirements for Specialized Experience.)</p> <table border="1" data-bbox="800 1045 1466 1171"> <tr> <th>FROM</th> <th>TO</th> <th>Job Title and Company</th> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td>Match to Form 5B:</td> <td colspan="2">&lt;insert cross-reference to the full description on Form 5B&gt;</td> </tr> </table>	FROM	TO	Job Title and Company				Match to Form 5B:	<insert cross-reference to the full description on Form 5B>	
FROM	TO	Job Title and Company								
Match to Form 5B:	<insert cross-reference to the full description on Form 5B>									
<p>TORFP Additional Requirements</p> <p>Minimum qualifications and required certifications as defined in Section 2.9 of this TORFP.</p> <p>Provide dates in the format of MM/YY to MM/YY</p>										

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

**Master Contractor Representative:**

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

**Proposed Individual:**

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

**ATTACHMENT 4 5B – PERSONNEL RESUME FORM**

CATS+ TORFP # P00B5400040

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

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

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

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

**Relevant Work Experience\***

Describe work experience relevant to the Duties / Responsibilities and Minimum Qualifications described in Section 2 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

The Pre-Proposal Conference will be held at:

Department of Labor, Licensing and Regulation  
1100 N. Eutaw, Basement 1st floor Conference Room#108  
Baltimore, MD 21201

### DIRECTIONS

Department of Labor, Licensing and Regulation  
1100 N. Eutaw Street, Room 414  
Baltimore, MD 21201  
Street Parking

From Washington DC

- Take the Balt-Wash Pkwy toward Baltimore
- Continue onto S Paca St
- Turn left onto McCulloh St
- Turn right onto Dolphin St
- Take the 2nd right onto N Eutaw St
- Destination will be on the right

From Philadelphia, PA

- I-95 S Entering Maryland
- Continue onto I-895 S
- Take exit 14 for Moravia Rd toward US-40/Pulaski Hwy
- Keep left at the fork, follow signs for Moravia Rd E/Pulaski Hwy
- Turn left onto Moravia Rd
- Take the ramp onto US-40 W
- Turn right onto N Paca St
- Turn left onto McCulloh St
- Turn right onto Dolphin St
- Take the 2nd right onto N Eutaw St
- Destination will be on the right

From Frederick, Maryland

- I-70 E to the exit toward I-695 S
- Keep right at the fork and merge onto I-695 S
- Take exit 15A to merge onto US-40 E/Baltimore National Pike toward Baltimore
- Slight left onto Edmondson Ave
- Turn right onto W Franklin St
- Continue onto US-40 E/W Mulberry St
- Continue to follow US-40 E
- Turn left onto N Martin Luther King Jr Blvd
- Turn left onto McCulloh St
- Turn right onto Dolphin St
- Take the 2nd right onto N Eutaw St
- Destination will be on the right

**ATTACHMENT 6 NOTICE TO PROCEED (SAMPLE)**

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS+ Solicitation Number (TORFP #): P00B5400040

Dear TO Contractor Contact:

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

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

Sincerely,

Sean Watson

Task Order Procurement Officer

Enclosures (2)

cc: Linda Meads-Crandle, TO Manager

Procurement Liaison Office, Department of Information Technology

Project Oversight Office, Department of Information Technology

**ATTACHMENT 7 AGENCY RECEIPT OF DELIVERABLE FORM**

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.



**ATTACHMENT 8 AGENCY DELIVERABLE PRODUCT ACCEPTANCE  
FORM**

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.

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

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

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS+ TORFP # P00B5400040 for MARYLAND OVERPAYMENT CASE MANAGEMENT SYSTEM (MDOCS) SUPPORT PERSONNEL. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to \_\_\_\_\_. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described above, the OFFEROR agrees as follows:

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

OFFEROR: \_\_\_\_\_ BY: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

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

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is made as of this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the State of Maryland ("the State"), acting by and through its DLLR (the "Department"), and \_\_\_\_\_ ("TO Contractor"), a corporation with its principal business office located at \_\_\_\_\_ and its principal office in Maryland located at \_\_\_\_\_.

### RECITALS

WHEREAS, the TO Contractor has been awarded a Task Order Agreement (the "TO Agreement") for MARYLAND OVERPAYMENT CASE MANAGEMENT SYSTEM (MDOCS) SUPPORT PERSONNEL TORFP No. P00B5400040 dated \_\_\_\_\_, (the "TORFP") issued under the CATS+ procurement issued by the Department, 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. Confidential Information means any and all information provided by or made available by the State to the TO Contractor in connection with the TO Agreement, 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 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 provided by the State 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, all copies of the Confidential Information in its care, custody, control or possession upon request of the Department 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:
  - This Agreement shall be governed by the laws of the State of Maryland;
  - 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;
  - The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
  - The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
  - Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and
  - The Recitals are not merely prefatory but are an integral part hereof.

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

**DLLR:**

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

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

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

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

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

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

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

Printed Name and Address  
of Employee or Agent

Signature

Date

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

### ATTACHMENT 11 TO CONTRACTOR SELF-REPORTING CHECKLIST

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

Master Contractor:	
Master Contractor Contact / Phone:	
Procuring State Agency Name:	
TO Title:	
TO Number:	
TO Type (Fixed Price, T&M, or Both):	
Checklist Issue Date:	
Checklist Due Date:	
<b>Section 1 – Task Orders with Invoices Linked to Deliverables</b>	
A) Was the original TORFP (Task Order Request for Proposals) structured to link invoice payments to distinct deliverables with specific acceptance criteria? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, skip to Section 2.)	
B) Do TO invoices match corresponding deliverable prices shown in the accepted Financial Proposal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	
C) Is the deliverable acceptance process being adhered to as defined in the TORFP? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	
<b>Section 2 – Task Orders with Invoices Linked to Time, Labor Rates and Materials</b>	
A) If the TO involves material costs, are material costs passed to the agency without markup by the Master Contractor? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	
B) Are labor rates the same or less than the rates proposed in the accepted Financial Proposal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	
C) Is the Master Contractor providing timesheets or other appropriate documentation to support invoices? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	
<b>Section 3 – Substitution of Personnel</b>	
A) Has there been any substitution of personnel? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, skip to Section 4.)	
B) Did the Master Contractor request each personnel substitution in writing? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	

<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><b>Section 4 – MBE Participation</b></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 D-5 and D-6 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)                      % (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><b>Section 5 – TO Change Management</b></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?               Yes <input type="checkbox"/> No <input type="checkbox"/> Sections for change description, justification, and sign-off              Yes <input type="checkbox"/> No <input type="checkbox"/> Sections for impact on cost, scope, schedule, risk and quality (i.e., the impact of change on satisfying TO requirements)              Yes <input type="checkbox"/> No <input type="checkbox"/> A formal group charged with reviewing / approving / declining changes (e.g., change control board, steering committee, or management team)</p>
<p>C) Have any change orders been executed? Yes <input type="checkbox"/> No <input type="checkbox"/> (If yes, explain expected or actual impact on TO cost, scope, schedule, risk and quality)</p>
<p>D) Is the change management procedure being followed? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)</p>

SUBMIT AS INSTRUCTED IN TORFP.

**ATTACHMENT 12 LIVING WAGE AFFIDAVIT OF AGREEMENT**

Contract No. \_\_\_\_\_  
Name of Contractor \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

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

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

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

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

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

- B. \_\_\_\_\_ (initial here if applicable) The Bidder/Offeror affirms it has no covered employees for the following reasons (check all that apply):
- All employee(s) proposed to work on the State contract will spend less than one-half of the employee’s time during every work week on the State contract;
  - All employee(s) proposed to work on the State contract will be 17 years of age or younger during the duration of the State contract; or
  - All employee(s) proposed to work on the State contract will work less than 13 consecutive weeks on the State contract.

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

Name of Authorized Representative: \_\_\_\_\_  
Signature of Authorized Representative \_\_\_\_\_  
Date: \_\_\_\_\_ Title: \_\_\_\_\_  
Witness Name (Typed or Printed): \_\_\_\_\_  
Witness Signature and Date: \_\_\_\_\_



**ATTACHMENT 13 MERCURY AFFIDAVIT**

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.

**ATTACHMENT 15 VETERAN SMALL Business Enterprise Participation (VSBE) for STATE  
OF MARYLAND**

The VSBE subcontractor participation goal for this solicitation is 0%.

### ATTACHMENT 16 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:

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

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

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

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

### CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

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

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

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

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

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

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

**ATTACHMENT 17 SAMPLE WORK ORDER**

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

**ATTACHMENT 18 PERFORMANCE EVALUATION FORM**

Solicitation Name: MARYLAND OVERPAYMENT CASE MANAGEMENT SYSTEM (MDOCS)  
SUPPORT PERSONNEL TORFP # P00B5400040

Name of individual being evaluated: <insert name>

(The TO Contractor shall submit one Performance Evaluation Form for each employee as required)

Evaluation Month & Year: \_\_\_\_\_

Role (TORFP Section 2): \_\_\_\_\_

Labor Category: \_\_\_\_\_

TO Contractor Name: \_\_\_\_\_

TO Contractor Contact: \_\_\_\_\_

TO Manager: \_\_\_\_\_

DLLR: \_\_\_\_\_

**PROJECT PERSONNEL PERFORMANCE RATING\***

The information below shall be completed by the TO Manager or Designee and returned to the TO Contractor

Performance Area	Satisfactory	Unsatisfactory
Attendance and Timeliness		
Work Productivity		
Work Quality		
Teamwork		
Communication		
Customer Service		

\*Project Personnel must maintain a “Satisfactory” rating for each performance area. The TO Contractor shall take action to address any unsatisfactory rating. At the TO Manager’s discretion, employee performance may be rejected and payment withheld pending employee performance mitigation or employee substitution.

Employee performance overall is accepted.

Employee performance overall is rejected (for reasons indicated below).

REASON(S) FOR UNSATISFACTORY EMPLOYEE PERFORMANCE RATING/S:

OTHER COMMENTS:

\_\_\_\_\_  
Signature of Evaluator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of TO Contractor

\_\_\_\_\_  
Date

**ATTACHMENT 19 CRIMINAL BACKGROUND CHECK AFFIDAVIT**

**AUTHORIZED REPRESENTATIVE**

I HEREBY AFFIRM THAT:

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

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

I hereby affirm that the \_\_\_\_\_ (Master Contractor) \_\_\_\_\_ has provided Department of Labor, Licensing, and Regulation with a summary of the security clearance results for all of the candidates that will be working on Task Order MARYLAND OVERPAYMENT CASE MANAGEMENT SYSTEM (MDOCS) SUPPORT PERSONNEL P00B5400040 and all of these candidates have successfully passed all of the background checks required under Section 2.4.3.2 of the CATS + Master Contract. Master Contractors hereby agrees to provide security clearance results for any additional candidates at least seven (7) days prior to the date the candidate commences work on this Task Order.

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Submit within 45 days of NTP**

DLLR FY2015-015 Maryland Overpayment Case Management System (MDOCS)

Pre-Proposal Meeting

Tuesday, November 18, 2014, 11:00 AM

Vendor Sign-In Sheet

Company Representative	Company Name Mailing Address	Phone Number Fax Number	E-Mail Address	MBE / SBR Both / Neither
1. Heath Gaisovich	DK Consulting 10380 Old Columbia Rd Ste 100 Columbia, MD 21046	443-552-5851 x104	hgaisovich@dkconsult.net	Both
2. <del>Terence Bruyn</del>				
1. Terence Bruyn	TWIST Corporation 402 E World Ave Baltimore, MD 21202	443 540 3773	tbrown@twista.com	Both
2. Nathan ATERERA	ICURE SYSTEMS Inc 8290 Wilkes Oaks Ciry Dr FAUNTAIN MD 20730	703-272-3634	NVATERERA@ ICURESYS.COM	MBE / SBR
1.				
2.				
1. Brini Zenkert	Software Com Systems 8830 Senfory Blvd Ste F314 Columbia MD	443-690-0880	BZenkert@scinvs.com	SBR
2.				
1. Phil Beckberg	Adventure Industries 6325 Woodside Ct #200 Columbia MD 21046	866 443 8233 x749	phbeckberg@ getadventure.com	SBR
2.				

DLLR FY2015-015 Maryland Overpayment Case Management System (MDOCS)

Pre-Proposal Meeting  
Monday, August 18, 2014, 2:00 PM

Vendor Sign-In Sheet

Company Representative	Company Name Mailing Address	Phone Number Fax Number	E-Mail Address	MBE/SBR Both / Neither
1. <i>Arthurie Zairis Group Z, Inc.</i>	<i>Group Z, Inc. 920 Bendix Road Columbia, MD 21043</i>	<i>410-779-0888 410-779-9008</i>	<i>azairis@group-z.net</i>	<i>Both</i>
2.				
1. <i>Sandeep Haryani</i>	<i>INFO IN I INC 891 EHRIDGE COURT CINNCINNATI, MO</i>	<i>443-257-0000</i>	<i>SHARIAN I @ INFO IN I CONSTRUCTION CORP</i>	<i>BOTH</i>
2.	<i>IMC</i>	<i>703 871 8781</i>	<i>mkilmer@imc.com</i>	<i>Neither</i>
1.				
2.				
1.				
2.				