



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

Enterprise Resource Planning (ERP) Implementation Project

CATS+ TORFP # Q00B5400066

Maryland Department of Public Safety & Correctional Services (DPSCS)

Maryland Correctional Enterprises (MCE)

ISSUE DATE: December 9, 2014

TABLE OF CONTENTS

TABLE OF CONTENTS	2
KEY INFORMATION SUMMARY SHEET	5
SECTION 1 - ADMINISTRATIVE INFORMATION	7
1.1 TORFP SUBJECT TO CATS+ MASTER CONTRACT.....	7
1.2 ROLES AND RESPONSIBILITIES	7
1.3 TO AGREEMENT.....	8
1.4 TO PROPOSAL SUBMISSIONS.....	8
1.5 ORAL PRESENTATIONS/INTERVIEWS	8
1.6 QUESTIONS	8
1.7 TO PRE-PROPOSAL CONFERENCE	8
1.8 CONFLICT OF INTEREST	9
1.9 LIMITATION OF LIABILITY	9
1.10 CHANGE ORDERS	9
1.11 TRAVEL REIMBURSEMENT.....	9
1.12 MINORITY BUSINESS ENTERPRISE (MBE).....	10
1.13 VETERAN OWNED SMALL BUSINESS ENTERPRISE (VSBE).....	10
1.14 NON-DISCLOSURE AGREEMENT	10
1.15 LIVING WAGE.....	11
1.16 IRANIAN NON-INVESTMENT	11
1.17 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES.....	11
1.18 MERCURY AND PRODUCTS THAT CONTAIN MERCURY.....	11
1.19 PURCHASING AND RECYCLING ELECTRONIC PRODUCTS	11
SECTION 2 - SCOPE OF WORK	13
2.1 PURPOSE.....	13
2.2 REQUESTING AGENCY BACKGROUND.....	13
2.3 PROJECT BACKGROUND.....	13
2.4 PROFESSIONAL DEVELOPMENT.....	15
2.5 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES.....	15
2.6 REQUIREMENTS.....	16
2.7 PERFORMANCE AND PERSONNEL.....	28
2.8 DELIVERABLES.....	30
2.9 MINIMUM QUALIFICATIONS	40
2.10 TO CONTRACTOR AND PERSONNEL PREFERRED QUALIFICATIONS	40
2.11 RETAINAGE.....	40
2.12 INVOICING	41
2.13 PERFORMANCE PERIOD OF ACCEPTANCE.....	42
2.14 POST INSTALLATION WARRANTY	42
2.15 WORK ORDER PROCESS.....	43
2.16 SOC TYPE II AUDIT	44
SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS	46

3.1	REQUIRED RESPONSE	46
3.2	SUBMISSION	46
3.3	SUMMARY OF ATTACHMENTS	47
3.4	PROPOSAL FORMAT.....	48
SECTION 4 - TASK ORDER AWARD PROCESS.....		55
4.1	OVERVIEW	55
4.2	TO PROPOSAL EVALUATION CRITERIA.....	55
4.3	SELECTION PROCEDURES.....	55
4.4	COMMENCEMENT OF WORK UNDER A TO AGREEMENT	56
LIST OF ATTACHMENTS.....		57
ATTACHMENT 1 PRICE SHEET FORM		59
ATTACHMENT 2 MINORITY BUSINESS ENTERPRISE FORMS.....		60
	ATTACHMENT 2 -1A MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT & MBE PARTICIPATION SCHEDULE.....	61
	ATTACHMENT 2 -1A: MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT & MBE PARTICIPATION SCHEDULE.....	64
	ATTACHMENT 2 1B: WAIVER GUIDANCE	67
	ATTACHMENT 2 -1C: MBE ATTACHMENT GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST	74
	ATTACHMENT 2 -2: MBE ATTACHMENT OUTREACH EFFORTS COMPLIANCE STATEMENT.....	78
	ATTACHMENT 2 -3A: MBE ATTACHMENT MBE SUBCONTRACTOR PROJECT PARTICIPATION CERTIFICATION	79
	ATTACHMENT 2 MBE ATTACHMENT 2-3B.....	81
	ATTACHMENT 2 -4A: MBE PRIME CONTRACTOR PAID/UNPAID MBE INVOICE REPORT.....	82
	ATTACHMENT 2 SAMPLE MBE 2-5 SUBCONTRACTOR PAID/UNPAID MBE INVOICE REPORT	83
	ATTACHMENT 2 MBE ATTACHMENT 2-4B MBE PRIME CONTRACTOR REPORT	84
	ATTACHMENT 2 MBE 2-5 SUBCONTRACTOR PAID/UNPAID MBE INVOICE REPORT	85
ATTACHMENT 3 TASK ORDER AGREEMENT.....		86
ATTACHMENT 4 CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE.....		89
ATTACHMENT 5		90
(INSTRUCTIONS)		90
ATTACHMENT 5A- MINIMUM QUALIFICATIONS SUMMARY.....		92
ATTACHMENT 6 PRE-PROPOSAL CONFERENCE DIRECTIONS.....		96
ATTACHMENT 7 NOTICE TO PROCEED (SAMPLE).....		97
ATTACHMENT 8 AGENCY RECEIPT OF DELIVERABLE FORM		98
ATTACHMENT 9 AGENCY DELIVERABLE PRODUCT ACCEPTANCE FORM.....		99
ATTACHMENT 10 NON-DISCLOSURE AGREEMENT (OFFEROR).....		100
ATTACHMENT 11 NON-DISCLOSURE AGREEMENT (TO CONTRACTOR).....		101

ATTACHMENT 12 TO CONTRACTOR SELF-REPORTING CHECKLIST 104
ATTACHMENT 13 LIVING WAGE AFFIDAVIT OF AGREEMENT 106
ATTACHMENT 14 MERCURY AFFIDAVIT 108
**ATTACHMENT 15 STATE OF MARYLAND VETERAN SMALL BUSINESS
ENTERPRISE PARTICIPATION (VSBE) 109**
ATTACHMENT 16 CERTIFICATION REGARDING INVESTMENTS IN IRAN 110
ATTACHMENT 17 SAMPLE WORK ORDER 111
ATTACHMENT 18 PERFORMANCE EVALUATION FORM..... 112
ATTACHMENT 19 CRIMINAL BACKGROUND CHECK AFFIDAVIT 113
ATTACHMENT 20 FUNCTIONAL REQUIREMENTS DOCUMENT 114
ATTACHMENT 21 SOFTWARE FUNCTIONAL WORKSHEET 114

KEY INFORMATION SUMMARY SHEET

This CATS+ TORFP is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. All CATS+ Master Contractors approved to perform work in the Functional Area under which this TORFP is released shall respond to this TORFP with either a Task Order (TO) Proposal to this TORFP or a Master Contractor Feedback form (See Section 3).

TORFP Title:	Enterprise Resource Planning (ERP) Implementation Project
TO Project Number (TORFP #):	Q00B5400066
Functional Area:	Functional Area 8 – Application Service Provider
Issue Date:	December 9, 2014
Questions Due Date and Time:	January 20, 2015 at 5:00 PM Local Time
Closing Date and Time:	February 2, 2015 at 2:00 PM Local Time
TO Requesting Agency:	Maryland Department of Public Safety & Correctional Services (DSPCS) Maryland Correctional Enterprises (MCE)
Send Questions to:	Joselyn M. Hopkins, CPPO, C.P.M. jmhopkins@dpscs.state.md.us
Send TO Proposals to:	Joselyn M. Hopkins, CPPO, C.P.M. Maryland Dept. of Public Safety & Correctional Services Information Technology & Communications Division 300 E. Joppa Road, Suite 1000 Towson, MD 21286
TO Procurement Officer:	Joselyn M. Hopkins, CPPO, C.P.M. Office Phone Number: 410.339.5013 Office FAX Number: 410.339.4240
TO Manager:	Rick Rosenblatt Office Phone Number: 410-540-5405 Office Fax Number: 410-540-5594 e-mail address: rjrosenblatt@dpscs.state.md.us
TO Type:	Fixed Price and Time and Materials
Period of Performance:	One (1) Year Base with Four (4) One-year Renewal Options
MBE Goal:	30 % with sub-goals for Women-owned of 8 %, African American-owned of 7 % and Hispanic American-owned of 2 % for professional services, operations and maintenance.
VSBE Goal:	0%
Small Business Reserve (SBR):	No
Primary Place of Performance:	MCE 7275 Waterloo Road Jessup, MD 20794 and DPSCS

	6776 Reisterstown Rd. Baltimore, MD 21215
TO Pre-proposal Conference:	MCE 7275 Waterloo Road Jessup, MD 20794 December 18, 2014 at 10:00 AM Local Time See Attachment 6 for directions.

SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 TORFP SUBJECT TO CATS+ MASTER CONTRACT

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

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

1.2 ROLES AND RESPONSIBILITIES

Personnel roles and responsibilities under the TO:

- **TO Procurement Officer** – The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement.
- **TO Manager** - The TO Manager has the primary responsibility for the management of the work performed under the TO Agreement; administration functions, including issuing written directions; and ensuring compliance with the terms and conditions of the CATS+ Master Contract. TO Manager will assign tasks to the personnel provided under this TORFP and will track and monitor the work being performed through the monthly accounting of hours deliverable for work types; actual work produced will be reconciled with the hours reported.
- **TO Project Manager** – The TO Project Manager is the MCE representative responsible for managing the project in accordance with the Project Management Plan, incorporating updates in the plan provided by the TO Contractor, updating the Project Management plan with other changes in tasks and dates, working with the TO Contractor Personnel to ensure that the scheduled dates are met and on any issues that will impact the schedule, and notifying the TO Manager of the project schedule status and changes.
- **TO Contractor** – The CATS+ Master Contractor awarded the TO. The TO Contractor shall provide human resources as necessary to perform the services described in this TORFP Scope of Work.
- **TO Contractor Manager** - TO Contractor Manager will serve as first line contact with the TO Manager to regularly discuss progress of tasks, upcoming tasking, historical performance, and resolve any issues that may arise pertaining to the TO Contractor Personnel. The TO Contractor Manager will serve as liaison between the TO Manager and the senior TO Contractor management.

TO Contractor Management will provide invoices as specified under Section 2.12 Invoicing. TO Contractor management is responsible for making payments to the TO Contractor personnel.

- **TO Contractor Personnel** – Any resource provided by the TO Contractor, its agents, subcontractors, or subcontractor agents in support of this TORFP over the course of the TO period of performance.

- **Key Personnel** – Any individual named in the TO Proposal by the Master Contractor to perform work under the scope of this TORFP. Proposed personnel shall start as of TO Agreement issuance unless specified otherwise.

1.3 TO AGREEMENT

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

1.4 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the date, exact time and location of the TO Procurement Officer stated in the Key Information Summary (KIS) Sheet above. The date and time of an email TORFP submission is determined by the date and time of arrival of all required files in the TO Procurement Officer's email inbox. In the case of a paper TO Proposal submission, Offerors shall take such steps necessary to ensure the delivery of the paper submission by the date and time specified in the Key Information Summary Sheet and as further described in Section 3.

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

1.5 ORAL PRESENTATIONS/INTERVIEWS

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

At the oral presentation, Offerors shall provide a demonstration of the proposed ERP software application. The TO Procurement Officer will provide specific business scenarios at least one week in advance of the presentation.

1.6 QUESTIONS

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

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

1.7 TO PRE-PROPOSAL CONFERENCE

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

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

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

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

1.8 CONFLICT OF INTEREST

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

Master Contractors should be aware that the State Ethics Law, State Government Article, §15-508, might limit the selected Master Contractor's ability to participate in future related procurements, depending upon specific circumstances.

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

1.9 LIMITATION OF LIABILITY

The TO Contractor's liability is limited in accordance with Section 27 of the CATS+ Master Contract. TO Contractor's liability for this TORFP is limited to two (2) times the total TO Agreement amount.

1.10 CHANGE ORDERS

If the TO Contractor is required to perform work beyond the scope of Section 2 of this TORFP, or there is a work reduction due to unforeseen scope changes, a TO Change Order will be initiated. The TO Contractor and TO Manager shall negotiate a mutually acceptable price modification based on the TO Contractor's proposed rates in the Master Contract and scope of the work change. No scope of work changes shall be performed until a change order is approved by DoIT and executed by the TO Procurement Officer.

1.11 TRAVEL REIMBURSEMENT

Expenses for travel and other costs shall not be reimbursed.

1.12 MINORITY BUSINESS ENTERPRISE (MBE)

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

A Master Contractor that responds to this TORFP shall complete, sign, and submit all required MBE documentation at the time of TO Proposal submission (See Attachment 2 Minority Business Enterprise Forms and Section 3 Task Order Proposal Format and Submission Requirements). **Failure of the Master Contractor to complete, sign, and submit all required MBE documentation at the time of TO Proposal submission will result in the State's rejection of the Master Contractor's TO Proposal.**

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

1.12.1 MBE PARTICIPATION REPORTS

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

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

1.13 VETERAN OWNED SMALL BUSINESS ENTERPRISE (VSBE)

This TORFP has a VSBE goal as stated in the Key Information Summary Sheet above, representing the percentage of total fees paid for services under this Task Order.

1.14 NON-DISCLOSURE AGREEMENT

1.14.1 NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

Certain system documentation may be required by the TO in order to fulfill the requirements of the TO Agreement. The TO Contractor, employees and agents who review such documents will be required to sign a Non-Disclosure Agreement (TO Contractor) in the form of Attachment 11.

1.15 LIVING WAGE

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

All TO Proposals shall be accompanied by a completed Living Wage Affidavit of Agreement, Attachment 13 of this TORFP.

1.16 IRANIAN NON-INVESTMENT

All TO Proposals shall be accompanied by a completed Certification Regarding Investments in Iran, Attachment 16 of this TORFP.

1.17 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

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

Attachment 12 is a sample of the TO Contractor Self-Reporting Checklist. DoIT will send initial checklists out to applicable/selected TO Contractors approximately three months after the award date for a TO. The TO Contractor shall complete and return the checklist as instructed on the checklist. Subsequently, at six month intervals from the due date on the initial checklist, the TO Contractor shall update and resend the checklist to DoIT.

1.18 MERCURY AND PRODUCTS THAT CONTAIN MERCURY

This solicitation and resulting purchase orders require that all materials used in the performance of the Contract and subsequent Purchase Orders or work orders shall be mercury-free products. The Offeror shall submit a Mercury Affidavit found in Attachment 14 with the TO Technical Proposal.

1.19 PURCHASING AND RECYCLING ELECTRONIC PRODUCTS

A new State law effective October 1, 2012 (HB 448, Chapter 372) requires State agencies purchasing computers and other electronic products in categories covered by Electronic Product Environmental Assessment Tool (EPEAT) to purchase models rated EPEAT Silver or Gold unless the requirement is waived by DoIT. This information is located on the Department of General Services (DGS) web site: <http://www.dgs.maryland.gov/GreenOperations/GreenPurchasing/Guidelines/specs/ElectronicandITProductsSpecification.pdf>.

The TO Contractor shall perform proper disposition of Information Technology (IT) equipment within the guidelines provided by DGS. A new State law effective October 1, 2012 (HB 448, Chapter 372) requires State agencies awarding contracts for services to recycle electronic products to award the contract to a recycler that is R2 or e-Stewards certified. This information is located on the DGS web site: <http://www.dgs.maryland.gov/GreenOperations/GreenPurchasing/Guidelines/specs/ElectronicProductDisposalSpecification.pdf>.

Guidelines provided by DoIT discuss information and guidance on the proper disposition of IT equipment, media sanitization, and protecting confidential information stored on media. This

information is located in the State's Information Technology (IT) Security Policy <http://doit.maryland.gov/support/pages/securitypolicies.aspx>. Section 6.5 Media Protection provides guidance on proper precautions to protect confidential information stored on media.

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SECTION 2 - SCOPE OF WORK

2.1 PURPOSE

MCE is issuing this CATS+ TORFP to obtain Enterprise Resource Planning (ERP) software, associated implementation services, and future operations and maintenance support on a fixed price basis. Additional services may be requested through the Work Order process described in Section 2.15.

As part of the evaluation of this proposal for this TO, Master Contractors shall provide Attachment 5 Resumes for two key personnel (Project Manager and Senior Systems Architect). The TO Contractor should also describe in a Staffing Plan how resources shall be acquired to meet MCE's requirements, and may not be used as evidence of fulfilling company or personnel minimum qualifications. MCE expects the two key resources to be available as of the Notice to Proceed (NTP).

MCE intends to award this TO to one (1) Master Contractor that proposes a solution that can best satisfy the TO requirements.

2.2 REQUESTING AGENCY BACKGROUND

MCE is the prison industry arm of the DPSCS. As a self-funded agency, MCE manages over \$50 million dollars per year in sales and services. MCE manufacturing facilities produce thousands of products in diverse business lines including textiles, furniture, meat, metal, and agricultural products.

MCE headquarters (HQ) is in Jessup, MD and employs 180 civilians both at the HQ facility and within the *manufacturing* centers which are located within eleven (11) correctional centers across the State of Maryland. It employs over 2,000 inmates in Maryland correctional facilities.

2.3 PROJECT BACKGROUND

Summary

In order to accomplish its mission and accommodate expected growth, MCE requires a high level of financial accountability and manufacturing process insight throughout all facets of its organization. This has been increasingly difficult given the current paper-driven processes and the main computer system which is over 15 years old.

MCE's primary financial and manufacturing management system (originally called Manufacturing, Accounting and Production Information Control Systems (MAPICS), which is now an Infor product) provides basic accounting and customer order management services and was installed in the late 1990s. It runs on an IBM AS/400 platform. Other than a Y2K fix, neither the hardware platform nor the application software have been updated since its original installation.

In addition, not all core modules were purchased (including a production control and cost module). The lack of this type of a module integrated into the core financials has created a situation where each plant uses desktop tools (Microsoft Access / Excel) to build departmental systems to manage their respective production lines. There is no system integration between individual plant systems and the main MCE HQ systems. These standalone PC systems are primarily used by inmate workers.

The future ERP system will replace the current Infor product and will also replace the need for standalone use of Microsoft Access / Excel. The future ERP system will become the core accounting and manufacturing system of record for MCE.

MCE has no technological preference as to how a proposed ERP product is delivered, whether as a Software as a Service (SaaS) / Cloud application or as a traditional on-premises application. However, the security limitations imposed on MCE due to its production facilities being located within prison environments, must be addressed in any Offeror's proposed solution.

For the duration of this project, MCE / DPSCS will provide a full time TO Project Manager, and current AS/400 support staff. MCE maintains a secure computer room at its headquarters location and can also utilize DPSCS data center servers and network services in MCE's multiple locations throughout the State. MCE does not have secure server rooms at all facilities the ERP solution will service. The DPSCS data center is located in Baltimore, MD and the disaster recovery site is located within 100 miles of Baltimore, Md. Hardware and devices for an on-premises solution will be located in the DPSCS data center.

Current Transaction Volumes

To assist Master Contractors in understanding the size of the MCE workload and to propose an ERP solution that is appropriate, please review the current data volumes:

Transactions

- 4,000 Accounts Payable entries per month.
- 1,800 invoices produced per month.

On Hand Items

- At any point in time throughout the year, the MCE organization will have 2,700 types of raw materials on hand (in varying quantities);
 - 3,700 product components
 - 5,750 finished goods awaiting shipping or on-hand in anticipation of near term orders.

Master File Contents

- Customer Master File – 3,000 unique customers
- Product Catalog – 1,000 unique products
- Vendor / Supplier Master File – 3,000 vendors
- Fixed Assets Master File – 8,000 items

Additional Organizational Information

The following links will provide additional background information on MCE.

- a) [MCE Annual Report](#) (FY14)
- b) [MCE Business Plan](#)

The following documents providing additional background information on MCE are included as part of this TORF:

- c) MCE IT Asset list by Business unit/institution (**Attachment 22**)
- d) MCE Network and standalone configurations. For Managers (internet) Inmate clerks (network and stand alone) (**Attachment 23**)
- e) MCE Backup protocols (**Attachment 24**)

Major IT Development Project (MITDP)

This ERP project is classified as a MITDP and is subject to the State's MITDP oversight process. This process includes producing specific System Development Life Cycle (SDLC) deliverables, including: Project Scope, Project Management Plan covering State SDLC phases 1-4, Business Requirements, Project Charter and Risk Management Plan. The selected Master Contractor shall work with the TO Project Manager on any needed updates and reviews of these documents, as well as develop any additional documents required for review and to progress the project through SDLC Phases 5-9 including acceptance.

2.4 PROFESSIONAL DEVELOPMENT

Any IT Services personnel obtained under this TORFP shall maintain any required professional certifications for the duration of the resulting TO.

2.5 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES

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

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

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

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

- The State of Maryland System Development Life Cycle (SDLC) methodology
- The State of Maryland IT Security Policy and Standards
- The State of Maryland IT Non-Visual Access Standards
- The TO Contractor shall follow project management methodologies consistent with the Project Management Institute's Project Management Body of Knowledge Guide.
- TO Contractor assigned personnel shall follow a consistent methodology for all TO activities.
- The State's IT Project Oversight Policies

2.6 REQUIREMENTS

2.6.1 PROJECT STARTUP REQUIREMENTS (FIXED PRICE)

The TO Contractor shall perform all of the following:

ID #	Requirement	Associated Deliverable ID # from Section 2.8.4 below as applicable
2.6.1.1	A Kick-Off Meeting will be held within five (5) days of NTP. TO Contractor shall provide a Startup Plan at the Kickoff Meeting for review.	2.8.4.1
2.6.1.2	<p>TO Contractor shall provide a Startup Plan that includes at least the following:</p> <ul style="list-style-type: none"> • An updated project schedule describing all activities necessary to update the Project Management Plan and any separate sub-plans already developed as part of the project following the State of Maryland SDLC and reviewed by the TO Project Manager. • Plan for the setup and configuration of the environments • An updated software and hardware acquisition plan • An updated Staffing Plan • Any updates to the Communications Plan • Any updates to the phased implementation plan • Plan for attaining working knowledge of MCE's and DPSCS's standard operating procedures (SOPs) as provided by MCE and the State's general business practices • Plan for attaining working knowledge of all technical and functional matters associated with the network and security architecture and the software • Timeline of startup; status reporting and meetings between MCE and various parties 	2.8.4.2
2.6.1.3	Project Milestone Meeting held at NTP plus 30 days to review progress.	2.8.4.3
2.6.1.4	Establish a change control process and coordinate change requests with the TO Project Manager.	2.8.4.10
2.6.1.5	Provide the licenses for the ERP product suite from the software company for the specified number of users (note that costs of the software shall be passed through to MCE with no mark-up by the TO Contractor).	2.8.4.24
2.6.1.6	Provide licenses (again at no markup) for any additional software necessary to implement the ERP solution.	2.8.4.25

2.6.2 HARDWARE SETUP AND CONFIGURATION REQUIREMENTS (FIXED PRICE)

For a solution that includes hardware acquisition, the TO Contractor shall perform all of the following whether hardware is supplied by MCE or TO Contractor:

ID #	Requirement	Associated Deliverable ID # from Section 2.8.4 below as applicable
2.6.2.1	Obtain approval from DPSCS ITCD for hardware and device installation.	
2.6.2.2	Coordinate with DPSCS IT staff for access to the network which will be in a controlled, supervised environment. NOTE: Required access to the server for implementation, support and problem resolution will be either on-site or through a VPN tunnel provided by DPSCS. The ERP solution shall use the DPSCS network, which will be configured to restrict inmate worker access.	
2.6.2.3	Install and configure all hardware.	
2.6.2.4	Provide a process consistent with DPSCS policy to synchronize the Disaster Recovery environment to the production environment.	

2.6.3 TO CONTRACTOR SUPPLIED HARDWARE REQUIREMENTS (FIXED PRICE)

At MCE's sole discretion, MCE may elect to execute an option to obtain the hardware described in the TO Contractor's proposal for the price described in the Price Sheet. All Hardware must have as a minimum one year warranty on parts/service. After the first year TO Contractor will be responsible to maintain all hardware and devices or provide an extended warranty. This should be priced on the Operation and Maintenance Tab of the pricing worksheet.

If the MCE purchases hardware or other devices from the TO Contractor to implement the proposed solution, then the TO Contractor shall perform all of the following:

ID #	Requirement	Associated Deliverable ID # from Section 2.8.4 below as applicable
2.6.3.1	Acquire the required hardware or other devices that are required to implement the proposed ERP solution	
2.6.3.2	Ensure that the ERP Server has built-in redundancy. The ERP server is defined as the complete set of hardware, software and materials required to support the ERP application.	
2.6.3.3	Coordinate installation with the MCE/DPSCS IT staff.	
2.6.3.4	Work with DPSCS IT staff to link to the DPSCS Storage Area Network (SAN).	
2.6.3.5	Provide licenses for the backup software used by DPSCS for backup to the SAN, one (1) license per ERP server, for the production environment, currently IBM Tivoli Storage Manager (TSM) backup software.	2.8.4.26
2.6.3.6	Provide a process consistent with DPSCS policy to allow DPSCS/MCE to access system data and backup the data files to the DPSCS SAN.	

2.6.4 SOFTWARE REQUIREMENTS (FIXED PRICE IMPLEMENTATION)

The TO Contractor shall perform all of the following:

ID #	Requirement	Associated Deliverable ID # from Section 2.8.4 below as applicable
2.6.4.1	For TO Contractor supplied software, acquire the required software and other materials required to implement the proposed ERP solution.	
2.6.4.2	Setup a code repository including providing and configuring the configuration management software and any required hardware to implement the proposed ERP solution.	2.8.4.13
2.6.4.3	Design, configure, and/or customize the proposed ERP System to the MCE business and functional requirements as provided in Attachment 20.	
2.6.4.4	Install the most recent version of the ERP Software available on the market at the time MCE issues the NTP.	
2.6.4.5	Install the base ERP product suite within the MCE environments to be provisioned by the TO Contractor.	2.8.4.17
2.6.4.6	Configure and maintain a Development environment of the software which shall incorporate on-going software configuration and functionality changes necessary for unit testing.	
2.6.4.7	Configure and maintain a “Sandbox” working testing environment in which the users will have the ability to experiment with variations of the software functionality without impacting development or production.	2.8.4.15
2.6.4.8	Provide the process and functionality to refresh and update the “Sandbox” environment as required.	
2.6.4.9	Configure and maintain the Testing / Staging environment which shall include any development changes in configurations or software updates being introduced by the software vendor. This is also the version of the software where User Acceptance Testing (UAT) will be performed prior to promoting the changes to the production environment.	
2.6.4.10	Configure and maintain the Production environment.	
2.6.4.11	For SaaS / Cloud software solution: Provide to DPSCS/MCE the URL to the server hosting the ERP application. The URL shall not have any redirects from the application. DPSCS will provide the network infrastructure and access to the internet required to perform the functions of the ERP application.	2.8.4.14
2.6.4.12	For SaaS / Cloud software solution: Provide a Backup Plan process to allow DPSCS/MCE to access the ERP system backup data as needed.	2.8.4.27
2.6.4.13	TO Contractor to conduct and pass a DPSCS Security Authorization to	

	<p>Operate evaluation prior to operating the ERP System on the DPSCS network. Any security discrepancies found during the evaluation must be remediated by the TO Contractor. The basis for this audit can be found at:</p> <p>http://doit.maryland.gov/support/Pages/SecurityPolicies.aspx</p>	
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2.6.5 FUNCTIONAL / BUSINESS REQUIREMENTS (FIXED PRICE IMPLEMENTATION)

The functional, business and operational requirements are described in Attachment 20 – Functional Requirements Document.

The full set of **software** requirements to be included in the pricing are found in the **Software Functional Worksheet** (Attachment 21), which shall be completed as part of the response to this TORFP. The **implementation** requirements to be included in pricing are in Section 3 – Implementation Requirements found in the Functional Requirements Document (Attachment 20).

These requirements encompass all facets of MCE’s intended use of the proposed ERP system including system interfaces, use of peripheral devices, user interface navigation, reporting methods, overall system maintenance, and application functionality to support MCE operations.

At a minimum, the proposed ERP software solution shall provide transactional and reporting functions for:

- Financial Reporting
- General Ledger Activities
- Accounts Payable Activities
- Fixed Assets Management
- Cost Accounting Analysis
- Cash Management
- Budgeting
- Accounts Receivable Activities
- Production Management
- Production Planning
- Inventory Management
- Purchasing Management – Vendors and Suppliers
- Quality Management
- Sales Management – Customer Order Management

In addition to MCE HQ and thirty (30) individual business units running their own businesses using varied reporting and inventory methods, MCE requires centralized accounting and financial reporting across all the business units. Financial information shall be exchanged with the State’s existing Financial Management Information System (FMIS) system using a mechanism to be determined by the TO Contractor.

The TO Contractor shall perform all of the following:

ID #	Requirement	Associated Deliverable ID # from Section 2.8.4 below as applicable
2.6.5.1	<p>Perform a phased implementation by business unit.</p> <p>The following phases are provided for planning and payment purposes:</p> <ul style="list-style-type: none"> • Phase 1 – MCE HQ • Phase 2 – Patuxent Institution in Jessup, Maryland • Phase 3 – Central Maryland Region consisting of eighteen (18) business units • Phase 4 – Eastern Shore Region consisting of two (2) business units • Phase 5 – Western Maryland Region consisting of nine (9) business units <p>The Master Contractor may propose an alternate phase approach.</p> <p>The Master Contractor shall propose an implementation strategy and a high level timeline for the completing the implementation of all phases within twelve (12) months.</p> <p>NOTE: Implementation of the ERP system shall not be considered complete until the MCE HQ office and all 30 individual business units are operational and in production on the new system.</p>	2.8.4.22
2.6.5.2	Setup, system configuration, data conversion, and training at MCE HQ and at each of the thirty (30) business units.	2.8.4.23
2.6.5.3	<p>Develop utilities for data mapping and conversion to the ERP databases from the AS400 MAPICS data.</p> <p>NOTE: Business unit data not currently in the AS/400 system shall be entered into the ERP system manually by business unit staff.</p>	2.8.4.12
2.6.5.4	Perform the data conversion as required for each business unit in each phase	
2.6.5.5	Develop a comprehensive interim operations plan that provides support of current financial and production information from business units not yet migrated to the new ERP system, to include the data export to the State FMIS system. MCE will continue to operate the AS/400 MAPICS system for the business units that have not yet been migrated. MCE will use the reports and data from both the AS/400 MAPICS and new ERP systems to manage its business until full migration is completed.	2.8.4.18

2.6.6 IMPLEMENTATION REQUIREMENTS (FIXED PRICE)

The TO Contractor shall perform the following implementation requirements and are to be included in pricing:

ID #	Requirement	Associated Deliverable ID # from Section 2.8.4 below as applicable
2.6.6.1	Data Mapping and Conversion (See Attachment 20 – Functional Requirements Document, Section 3.9)	
2.6.6.2	Design, Testing, Implementation, and Acceptance (See Attachment 20 – Functional Requirements Document, Section 3.10)	
2.6.6.3	Training and Documentation (See Attachment 20 – Functional Requirements Document, Section 3.11)	2.8.4.19
2.6.6.4	Requirements Traceability (See Attachment 20 – Functional Requirements Document, Section 4)	
2.6.6.5	Provide a weekly summary report of tasks assigned, completed, and in progress (with estimates to complete) to the TO Manager.	2.8.4.5
2.6.6.6	Coordinate with the TO Project Manager on the review, prioritization, disposition of change requests.	
2.6.6.7	Coordinate with the TO Project Manager on updates to the MITDP SDLC project artifacts for the Planning and Requirements phases of the project which have already been completed and any necessary reviews of the documentation to include: <ol style="list-style-type: none"> 1. Project Management Plan 2. Risk Management Plan 3. Change Management Plan 4. Communications Plan 5. Staffing Management Plan 6. Functional Requirements Document 	2.8.4.4
2.6.6.8	Provide the MITDP SDLC project artifacts for the Design phase of the project to include: <ol style="list-style-type: none"> 1. Systems Design Document 2. Conversion Plan 3. Implementation Plan 4. Operations Manual 5. Systems Administration Manual 6. Maintenance Manual 7. Training Plan 8. User Manual 9. Disaster Recovery Plan 10. Integration Document 11. Unit and Integration Test Plans 	2.8.4.29

ID #	Requirement	Associated Deliverable ID # from Section 2.8.4 below as applicable
	Updates as necessary are expected per phase	
2.6.6.9	Provide the MITDP SDLC project artifacts for the Development phase of the project to include: <ol style="list-style-type: none"> 1. Conversion Plan 2. Implementation Plan 3. Operations Manual 4. Systems Administration Manual 5. Maintenance Manual 6. Training Plan 7. User Manual 8. Software Development Document 9. Test Data 10. Test Analysis Report 11. Release Notes Updates as necessary are expected per phase	2.8.4.30
2.6.6.10	Provide the MITDP SDLC project artifacts for the Test phase of the project to include: <ol style="list-style-type: none"> 1. Test Analysis Approval Determination 2. Test Problem Report 3. Defect Log 4. Readiness Document Updates as necessary are expected per phase	2.8.4.31
2.6.6.11	Provide the MITDP SDLC project artifacts for the Implementation phases of the project to include: <ol style="list-style-type: none"> 1. System Documentation 2. Implementation Notice 3. Readiness Document 4. Version Description Document 5. Post Implementation Review Report Updates as necessary are expected per phase	2.8.4.32
2.6.6.12	TO Contractor will support review and development of SDLC documentation for which it is not directly responsible	
2.6.6.13	Provide project plan and schedule updates to the TO Project Manager.	2.8.4.8
2.6.6.14	Provide a Monthly Status Report to the TO Manager.	2.8.4.9

2.6.7 OPERATIONS AND MAINTENANCE REQUIREMENTS (FIXED PRICE O&M)

These Operations and Maintenance (O&M) requirements shall be performed at the completion of each phase of implementation but shall not be charged specifically to O&M until all phases and final production implementation have been completed.

After the State has accepted the software in Production, the TO Contractor shall perform the following O&M services:

The TO Contractor shall perform all of the following:

ID #	Requirement	Associated Deliverable ID # from Section 2.8.4 below as applicable
2.6.7.1	Provide Help Desk services to resolve queries on basic and advanced features, product bugs or failures reported to the MCE IT staff on the ERP software product and escalate problems to a resolution, which shall include, but not limited to, application troubleshooting. TO Contractor to provide these services during installation and through warranty period. During O&M MCE will handle Tier 1 level help desk calls and only require the TO Contractor to address those issues that MCE cannot resolve.	2.8.4.28
2.6.7.2	Provide, apply and test all updates related to system security, operating system and database that are required for the ERP software.	
2.6.7.3	Provide on-going maintenance and support of the Development, "Sandbox", Testing and Production environments.	
2.6.7.4	Provide, apply, and test ERP software updates including new versions, fixes, and patches. MCE shall be notified and approve all updates.	

ID #	Requirement	Associated Deliverable ID # from Section 2.8.4 below as applicable
2.6.7.5	Manage the relationship with the ERP software vendor on behalf of MCE, including Software Maintenance Agreements.	
2.6.7.6	Provide on-going training to support the users. (See Attachment 20 – Functional Requirements Document, Section 3.11 Training and Documentation)	
2.6.7.7	Also see Attachment 20 – Functional Requirements Document, Support Operations and Maintenance, Section 3.12.	
2.6.7.8	Provide a weekly report of change requests / help desk tickets created and status of each to the TO Manager.	2.8.4.6
2.6.7.9	Data Currency (See Attachment 20 – Functional Requirements Document, Section 3.1)	
2.6.7.10	Reliability (See Attachment 20 – Functional Requirements Document, Section 3.2)	
2.6.7.11	Recoverability (See Attachment 20 – Functional Requirements Document, Section 3.3)	
2.6.7.12	System Availability (See Attachment 20 – Functional Requirements Document, Section 3.4)	
2.6.7.13	Fault Tolerance (See Attachment 20 – Functional Requirements Document, Section 3.5)	
2.6.7.14	Performance (See Attachment 20 – Functional Requirements Document, Section 3.6)	
2.6.7.15	Capacity (See Attachment 20 – Functional Requirements Document, Section 3.7)	
2.6.7.16	Data Retention (See Attachment 20 – Functional Requirements Document, Section 3.8)	

2.6.8 END-OF-CONTRACT TRANSITION (TIME AND MATERIALS)

Within 90 days of contract expiration, at a time specified by the TO Manager, the TO Contractor shall support end-of-contract transition efforts with technical and project support, including but not limited to:

ID #	Requirement	Associated Deliverable ID # from Section 2.8.4 below as applicable
2.6.8.1	A final project debrief meeting, organization and hand-off of project materials, documentation, electronic media, any final reports, updated work plans.	2.8.4.35

2.6.8.2	Provide a report of any outstanding deliverables and mitigation.	2.8.4.33
2.6.8.3	Provide a schedule for completing all services and/or deliverables.	2.8.4.33
2.6.8.4	Provide to the State all source code (both compiled and un-compiled), design and architecture documentation, and all data files.	2.8.4.34
2.6.8.5	Provide current updates of all documentation, with a corresponding change log, including any and all modifications to the system. Documentation shall be written in plain English and be provided in hardcopy and at least one electronic copy on CD in MS Word 2007 or later format; ensure all required support, training, and transition information to State personnel has been completed.	2.8.4.36
2.6.8.6	Ensure that all necessary knowledge, licenses, software maintenance agreements, and materials for the tasks completed are transferred to the custody of State personnel.	2.8.4.37
2.6.8.7	Support requested activities for technical, business, and administrative support to ensure effective and cost efficient end-of-contract transition to the State personnel.	

2.6.9 ADDITIONAL REQUIREMENTS (TIME AND MATERIALS or FIXED PRICE)

The TO Procurement Officer will submit work order requests to the TO Contractor for any additional work beyond the scope of the fixed price portion of this TO, to include ERP system enhancements, optional software, optional hardware or services, through the Work Order Process described in Section 2.15.

The deliverables and scope of work for each additional work order shall be described within the work order.

2.6.10 TO CONTRACTOR PERSONNEL DUTIES AND RESPONSIBILITIES

The TO Contractor and personnel shall be responsible for the successful delivery of all specified tasks described within Section 2.8 (Deliverables). Acceptance of deliverables and other assigned work products is described in section 2.8.2.

2.6.11 SERVICE LEVEL AGREEMENT (SLA)

System Availability:

The system shall be available from 5:00 AM – 8:00 PM EST Monday – Friday (State Holiday and Service Reduction Days not included). Any scheduled down time for maintenance shall be scheduled around these core hours.

In the event the ERP application is completely unavailable to users (down) because of a system failure, it shall be restored within two (2) hours after the failure is detected. This timeframe assumes that a locally controllable event (such as a hardware issue) has caused the outage. For hardware located in the DPSCS data center, DPSCS shall perform the initial assessment of the system failure and coordinate with the TO Contractor for further resolution as required. If the application software is at issue and requires TO Contractor intervention, then the expected resolution time shall follow expected levels as stated in the table below.

In the event that the operational database is corrupted, the database shall be capable of being restored to its condition no more than two (2) hours before the corruption occurred. In the event that a secondary database (such as reporting / read only database) is corrupted (if applicable) the database shall be restored to its most recent point in time prior to the corruption.

Service levels for Help Desk support and issue resolution shall be determined by the TO Project Manager using definitions contained in the following table.

Level	Category	Respond Time	Resolution Time	Work Outage	Workaround
4	Critical	1 Hour or less	Within 2 hours	System is unavailable during regular business hours	There is no <i>acceptable</i> workaround to the problem (i.e. the job cannot be performed in any other way).
3	Emergency	2 Hours or less	Within 4 hours	System is available, but performance is significantly degraded or certain features/functions are not fully operable.	There may or may not be an acceptable workaround to the issue, however, system, service or component degradation continues to exist.
2	Urgent	8 Hours or less	By next business day (within 24 hours)	System is available, but performance is somewhat degraded.	There is likely an acceptable workaround to the problem. The system, service or component is experiencing minor performance degradation.
1	Routine	7 Days or less	Within 1 week	The issue is typically a request for service with ample lead time. This may also include questions and requests for information.	There is an acceptable workaround to the problem.

2.6.12 BACKUP / DISASTER RECOVERY

To protect the integrity of the production environment (the most current / working version of the software product in use by MCE), a full system back up of the production environment shall be performed before any code changes can be promoted from the testing / staging area.

DPSCS will be responsible for data storage and backups from the DPSCS SAN for an on-premises solution.

For a SaaS / Cloud solution, the TO Contractor shall perform backups of the web, application, and database servers on a regular basis. This shall include daily incremental backups and full weekly backups of all volumes of servers. Daily backups shall be retained for one month, and weekly backups shall be retained for two years, by the TO Contractor. Daily backups shall be stored off-site by the TO Contractor.

Required Disaster Recovery Services (Part of Fixed Price Responsibilities): In the event that the entire data center (at the DPSCS data center location) is unable to operate, the TO Contractor shall:

- Set up the ERP Servers Operating Systems
- Install the applications (including the ERP core system) on the ERP Servers
- Restore the last off-site back up of the ERP application database to the ERP Servers

In the event of a disaster at the SaaS computer facility, the System shall provide the capability to restore an alternate environment. The environment shall be restored from the last set off-site backups.

The TO Contractor shall work with MCE to develop a restore agreement.

2.6.13 REQUIREMENTS FOR HARDWARE, SOFTWARE, AND MATERIALS

The TO Contractor shall provide detailed product information about hardware, software, and other materials. The State reserves the right to procure the hardware, software, and materials through other sources when it is the best interest of the State to do so and without any notice to the TO Contractor in accordance with Section 2.2.1.1 of the CATS+ Master Contract.

If an on-premises system solution is proposed, the application shall be hosted in the DPSCS environment. The Offeror shall provide pricing for the ERP software product and shall propose pricing for the recommended hardware, other software, materials, and communications infrastructure.

If a SaaS / Cloud system solution is proposed, the TO Contractor shall provide pricing for any costs necessary to host the application. The TO Contractor may also propose a hybrid solution if that best fits the needs of MCE.

Note that hardware and software costs procured as part of the TO cannot exceed 49 percent of the total TO value. Any materials or licensing costs shall be passed through to the State / MCE with no mark-up by the TO Contractor.

2.7 PERFORMANCE AND PERSONNEL

2.7.1 WORK HOURS

- The primary place of performance shall be the MCE HQ in Jessup, MD. While TO Contractor personnel may not need to be on-site on a daily basis they should plan to be available to MCE project staff during normal MCE HQ business hours (6:30 AM to 5:00PM).
- Weekly on-site vs. off-site work hours will be determined and approved by the MCE TO Project Manager based on task responsibilities proposed by the TO Contractor.
- Once the ERP software is deployed to production and is in operations and maintenance phase, the TO Contractor's collective assigned personnel shall provide support during core MCE business / operations hours (7:00 AM to 05:00 PM), Monday through Friday except for State holidays, Service Reduction days, and Furlough days observed by the Agency. TO Contractor personnel shall also be required to provide occasional support outside of core business hours, including evenings, overnight, and weekends, to support: specific efforts and emergencies to resolve system repair or perform service restoration.

2.7.2 PERFORMANCE EVALUATION

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

2.7.3 PERFORMANCE ISSUE MITIGATION

At any time during the task order period of performance, should the performance of any TO Contractor Personnel be unsatisfactory as determined by the TO Manager, MCE will pursue the following mitigation procedures prior to requesting a replacement employee:

- A) The TO Manager shall document performance issues and give written notice to the TO Contractor, clearly describing problems and delineating remediation requirement(s).
- B) The TO Contractor shall respond with a written remediation plan within three (3) business days and implement the plan immediately upon written acceptance by the TO Manager.
- C) Should performance issues persist, the TO Manager may give written notice or request the immediate removal of person(s) whose performance is at issue, and determine whether a substitution is required.

2.7.4 SUBSTITUTION OF PERSONNEL AFTER AWARD

The substitution of proposed personnel during the evaluation period, prior to award, is prohibited. Substitutions of any kind, post proposal due date, but prior to award, is considered to be the equivalent of an alternate proposal, and is prohibited.

The substitution of personnel procedures is as follows:

- The TO Contractor may not substitute personnel without the prior approval of the TO Manager.
- To replace any personnel, the TO Contractor shall submit resumes of the proposed personnel specifying their intended approved labor category. Any proposed substitute personnel shall have qualifications equal to or better than those of the replaced personnel.
- Proposed substitute personnel shall be approved by the TO Manager. The TO Manager shall have the option to interview the proposed substitute personnel and shall notify the TO Contractor of acceptance or denial of the requested substitution.

2.7.5 PREMISES AND OPERATIONAL SECURITY

- A) Prior to commencement of work, TO Contractor employees and subcontractors to be assigned to perform work under the TO Agreement shall be required to submit fingerprint and background check certification to MCE from recognized Law Enforcement Agencies, including the FBI. TO Contractor shall be responsible for ensuring that its employees' and subcontractors' fingerprint and background check certifications are renewed annually, and at the sole expense to the TO Contractor. MCE reserves the right to disqualify any TO Contractor employees or subcontractors whose background checks suggest conduct, involvements, and/or associations MCE determines, in its sole discretion, may be inconsistent with the performance and/or security requirements set forth in this TORFP. MCE reserves the right to perform additional background checks on TO Contractor Personnel.

- B) TO Contractor shall ensure that all staff have a background check prior to entering state facilities. For a Visit request to a DPSCS facility the state will require Full name , Birth Date, SSN, and a picture identification.
- C) Further, TO Contractor Personnel may be subject to random security checks during entry and exit of State secured areas. The State reserves the right to require TO Contractor employees and subcontractors to be accompanied while on secured premises.
- D) TO Contractor employees shall, while on State premises, display their State issued identification cards without exception.
- E) TO Contractor shall require its employees to follow the State of Maryland and MCE IT Security Policy and Standards throughout the term of the Contract.
- F) The State reserves the right to request that the TO Contractor submit proof of employment authorization of non-United States citizens, prior to commencement of work under the Task Order.
- G) TO Contractor shall remove any TO Contractor Personnel from working on the resulting Contract where the State of Maryland provides evidence to the TO Contractor that said employee has not adhered to the security requirements specified herein.
- H) The cost of complying with all security requirements specified herein are the sole responsibilities and obligations of the TO Contractor and its subcontractors and no such costs shall be passed through to or reimbursed by the State or any of its agencies or units.

TO Contractor shall complete a criminal background check prior to any individual TO Contractor Personnel being assigned work on the project. TO Contractor shall provide a Criminal Background Check Affidavit (Attachment 19).

2.8 DELIVERABLES

The TO Contractor shall be responsible for the following deliverables during the implementation of the ERP product. Acceptance criteria for each deliverable is also listed.

2.8.1 DELIVERABLE SUBMISSION

For every deliverable, the TO Contractor shall request that the TO Manager confirm receipt of that deliverable by sending an Agency Receipt of Deliverable form (Attachment 8) with the deliverable. The TO Manager will acknowledge receipt of the deliverable via email using the provided form.

For every deliverable, the TO Contractor shall submit by email an Agency Deliverable Product Acceptance Form (DPAF), provided as Attachment 9, to the TO Manager in MS Word (2007 or greater).

Unless specified otherwise, written deliverables shall be compatible with Microsoft Office, Microsoft Project and/or Microsoft Visio versions 2007 or greater. At the TO Manager's discretion, the TO Manager may request one hard copy of a written deliverable.

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

For any written deliverable, the TO Manager may request a draft version of the deliverable, to comply with the minimum deliverable quality criteria listed in Section 2.8.3. Drafts of each final deliverable, except status reports, are required at least two weeks in advance of when the final

deliverables are due (with the exception of deliverables due at the beginning of the project where this lead time is not possible, or where draft delivery date is explicitly specified). Draft versions of a deliverable shall comply with the minimum deliverable quality criteria listed in Section 2.8.3.

2.8.2 DELIVERABLE ACCEPTANCE

A final deliverable shall satisfy the scope and requirements of this TORFP for that deliverable, including the quality and acceptance criteria for a final deliverable as defined in Section 2.8.4 Deliverable Descriptions/Acceptance Criteria.

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

For every deliverable delivered in a fixed price work order, the TO Manager will issue to the TO Contractor a notice of acceptance or rejection of the deliverable in the DPAF (Attachment 9). Following the return of the DPAF indicating "Accepted" and signed by the TO Manager, the TO Contractor shall submit an invoice in accordance with the procedures in Section 2.12.

In the event of rejection of a deliverable defined in a fixed price work order, the TO Manager will formally communicate in writing any deliverable deficiencies or non-conformities to the TO Contractor, describing in sufficient detail for the TO Contractor to address those deficiencies that shall be corrected for acceptance of the deliverable. The TO Contractor shall correct deficiencies and resubmit the corrected deliverable for acceptance within the agreed-upon time period for correction.

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

2.8.3 MINIMUM DELIVERABLE QUALITY

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

Each deliverable shall meet the following minimum acceptance criteria:

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

- G) Contains no structural errors such as poor grammar, misspellings or incorrect punctuation.

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

2.8.4 DELIVERABLE DESCRIPTIONS / ACCEPTANCE CRITERIA

The TO Contractor may suggest other subtasks, artifacts, or deliverables to improve the quality and success of the assigned tasks.

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
2.8.4.1	Kickoff Meeting Minutes/Report	TO Contractor shall hold a kickoff meeting and produce minutes of the meeting. Content for the kickoff meeting to include as a minimum project schedule overview, project team introduction, review of major risks, and review of the startup plan. Refer to Requirements 2.6.1.1 and 2.6.1.2 for additional details.	NTP + 5 business days
2.8.4.2	Startup Plan	TO Contractor shall provide the TO Manager with a MS Word document(s) that describes Startup Plan. The document shall contain information such as resources, schedule, and plans for attaining working knowledge of the MCE policies and environment as described in 2.6.1.2	NTP + 5 business days
2.8.4.3	Project Milestone Meeting Minutes/Report	TO Contractor shall hold a Project Milestone meeting and produce minutes of the meeting. The purpose of this meeting is to review the progress of the project to include milestones and deliverables achieved to date as well as future plans for completing deliverables	NTP + 30 business days
2.8.4.4	Project Management Plan	TO Contractor shall provide the TO Manager with an MS Word document(s) (version 2007 or greater) of the Project Management Plan which will include <ol style="list-style-type: none"> 1. Project Management Plan 2. Risk Management Plan 3. Change Management Plan 4. Communications Plan 5. Staffing Management Plan 6. Functional Requirements Document 	NTP + 30 business days

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
2.8.4.5	Weekly Status Meetings Minutes/Report	TO Contractor shall hold a weekly status meeting and review the project progress. Minutes of the meeting shall be provided.	NTP + 30 business days and continuing every Monday
2.8.4.6	Weekly Task Summary	<p>TO Contractor shall provide the TO Manager a weekly task summary report in an MS Word Document containing, at the minimum, the following information:</p> <ul style="list-style-type: none"> • Reporting period • Tasks completed • Tasks in progress (with estimates to complete) • Name of staff who performed the work • Planned activities for the next reporting period 	Every Monday by Noon to the TO Manager
2.8.4.7	Weekly Change Requests/Help Desk Report	<p>TO Contractor shall provide the TO Manager a weekly change requests / help desk tickets report containing, at the minimum, the following information:</p> <ul style="list-style-type: none"> • Reporting period • Number of requests / tickets created • Number of requests / tickets open • Number of requests / tickets resolved • Description of request / tickets including date and requestor • Status of request / ticket • Open issues • Hours expended • Name of staff who performed the work 	Every Monday by Noon to the TO Manager

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
2.8.4.8	Weekly Project Schedule Updates	<ul style="list-style-type: none"> • TO Contractor shall coordinate with the TO Project Manager to provide updates to the Project Schedule including all resources, milestones and deliverables, in Microsoft Project. • The Project Schedule updates, shall comply with the State's SDLC guidelines and include, but is not limited to, addressing the following items: <ul style="list-style-type: none"> ○ Developing the baseline project schedule after analyzing all defined WBS activities and work packages, sequence, resources, and duration ○ Scheduled activities 80 hours or less per activity. ○ Scheduled Milestones for known schedule requirements and constraints 	Every Monday by Noon to the TO Manager
2.8.4.9	Monthly Status Report	TO Contractor shall provide the TO Manager with a Monthly Status report which includes a schedule status of work planned versus completed, content for work accomplished for the previous month, and plans for the next reporting period, risks, status of software defects, cost variances, and all deliverables for the previous and current month.	Monthly, by the 10 th of each month.
2.8.4.10	Change Control Process	TO Contractor shall provide the TO Manager with a MS Word document(s) of the Change Control Process that describes the change control process to ensure that changes to the system are managed in a controlled and coordinated manner and the process is approved by MCE.	Due Dates to be established by the Project Schedule
2.8.4.11	Requirements Review and Gap Analysis	<p>TO Contractor shall provide the TO Manager with a MS Word or Excel document(s) of the Requirements Review and Gap Analysis that provides the following information:</p> <ul style="list-style-type: none"> • Detail identification of the extent that the ERP solution meets each of the validated requirements and how gaps will be addressed in the new system. • Validation of the integrated workflow, business rules, functional and technical requirements. 	Due Dates to be established by the Project Schedule
2.8.4.12	Data Conversion Plan	TO Contractor shall provide the TO Manager with an MS Word document(s) of the Data Conversion Plan that describes the steps and	Due Dates to be established by the Project Schedule

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
		mapping of data from the current MCE system and data conversion to the new ERP databases.	
2.8.4.13	Code Repository	TO Contractor shall setup a code repository including providing and configuring the configuration management software and any required hardware.	Due Dates to be established by the Project Schedule
2.8.4.14	SaaS URL	For SaaS / Cloud software solution the TO Contractor shall provide to DPSCS/MCE the URL to the server hosting the ERP application. The URL shall not have any redirects from the application.	Due Dates to be established by the Project Schedule
2.8.4.15	Delivery and Installation of Software	TO Contractor shall provide: <ul style="list-style-type: none"> • Successful delivery and installation of software in the “sand-box” and test environments of the most recent version of the ERP software which is available on the market • Ability to log-in and navigate 	Due Dates to be established by the Project Schedule
2.8.4.16	Initial Test Database and Load	TO Contractor shall provide: <ul style="list-style-type: none"> • Completed initial data mapping and conversion • A fully configured testing database loaded with sufficient test data to perform the required testing • Ability to reload test data 	Due Dates to be established by the Project Schedule
2.8.4.17	Initial Development and Configuration	TO Contractor shall provide: <ul style="list-style-type: none"> • Successful software installation and configuration of the development environment • MCE agreement that development and configuration of ERP application data is complete for: <ul style="list-style-type: none"> • User Profile Set Ups • System Interfaces • Application modifications • Standard Reports and Queries • Application configurations for MCE HQ 	Due Dates to be established by the Project Schedule
2.8.4.18	Interim Operations Plan	Develop a comprehensive interim operations plan that provides support of current financial and production information from business units not yet migrated to the new ERP system, to include the data export to the State FMIS system	Due Dates to be established by the Project Schedule
2.8.4.19	Training	TO Contractor shall provide the TO Manager a(n)	Due Dates to be

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
	Documentation	Administrator's Guide, User's Guide, and technical documentation and training materials including Quick Reference guides and an inmate self-learning module (if inmates have user access under TO Contractor's proposed solution) in MS Word document(s) (version 2007 or greater).	established by the Project Schedule
2.8.4.20	Phased – Specification development, configuration, training, and acceptance testing	<p>TO Contractor shall provide the following tasks completed for each phase shall constitute a deliverable:</p> <ul style="list-style-type: none"> • Develop the system functional specifications for the each of the business units in the phase • System configurations set in the ERP application and fully tested in the Test environment • Training conducted by user type following the training plan • Backup of the test database • Load of the test data to the test database for the business units being tested • Testing and Confirmation that the ERP software and its component processes function as specified in the requirements • Documented report of test results • Defect log that documents all defects identified during all testing • Respond to UAT results including, but not limited to, detailed listing of supplied input, expected results, tested results and pass or fail, detailed listing of failed tests, remediation plan of failed tests, percentage of passing and failing, and critical functionality unable to pass tests that jeopardize production go live date • UAT Approval to be signed by the designated MCE representative serving as confirmation that the ERP software met the requirements. 	Due Dates to be established by the Project Schedule
2.8.4.21	User Acceptance Test Plan	TO Contractor shall coordinate with MCE on the updates and completion of the UAT Plan required to perform the User Acceptance testing	Due Dates to be established by the Project Schedule
2.8.4.22	Phased Production System Implementation	<p>TO Contractor shall provide:</p> <ul style="list-style-type: none"> • Configuration of the production software environment • Load the ERP database with current MAPICS production data for the business units in the 	Due Dates to be established by the Project Schedule

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
		phase <ul style="list-style-type: none"> • Ability to log-in, navigate, and perform all production functions • MCE HQ office / business units in the phase fully converted and operational on the production system 	
2.8.4.23	Final Production System Implementation	TO Contractor shall provide: <ul style="list-style-type: none"> • Successful implementation of the most recent production version of the ERP software and processes and removal of any transitional processes • ERP database updated with current MAPICS production data • Ability to log-in, navigate, and perform all production functions • MCE HQ office and all 30 business units fully converted and operational on the production system 	Due Dates to be established by the Project Plan
2.8.4.24	ERP Software Licenses	TO Contractor shall provide the licenses for the ERP product suite from the software company for the specified number of users	Due Dates to be established by the Project Plan
2.8.4.25	Other Software Licenses	TO Contractor shall provide licenses for any additional software necessary to implement the ERP solution.	Due Dates to be established by the Project Plan
2.8.4.26	IBM Tivoli Storage Manager Software	For DPSCS hosted network solutions the TO Contractor shall provide licenses for the backup software used by DPSCS for backup to the SAN, one (1) license per ERP server, for the production environment, currently IBM Tivoli Storage Manager (TSM) backup software.	Due Dates to be established by the Project Plan
2.8.4.27	SaaS Backup Plan	For SaaS / Cloud software solution the TO Contractor shall provide a Backup Plan process to allow DPSCS/MCE to access the ERP system backup data as needed.	Due Dates to be established by the Project Plan
2.8.4.28	Help Desk	Help Desk Services established per requirements in 2.6.7.1 and accepting calls on the ERP software	Due Dates to be established by the Project Plan
2.8.4.29	Design SDLC Documentation	TO Contractor shall provide the TO Manager with an MS Word document(s) (version 2007 or greater) of the MITDP SDLC project artifacts for the Design phase of the project to include: <ol style="list-style-type: none"> 1. Systems Design Document 	Due Dates to be established by the Project Plan

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
		<ol style="list-style-type: none"> 2. Conversion Plan 3. Implementation Plan 4. Operations Manual 5. Systems Administration Manual 6. Maintenance Manual 7. Training Plan 8. User Manual 9. Disaster Recovery Plan 10. Integration Document 11. Unit and Integration Test Plans <p>MCE will review the MITDP SDLC related documents to ensure completeness and that updates are being performed.</p>	
2.8.4.30	Development SDLC Documentation	<p>TO Contractor shall provide the TO Manager with an MS Word document(s) (version 2007 or greater) of the MITDP SDLC project artifacts for the Development phase of the project to include:</p> <ol style="list-style-type: none"> 1. Conversion Plan 2. Implementation Plan 3. Operations Manual 4. Systems Administration Manual 5. Maintenance Manual 6. Training Plan 7. User Manual 8. Software Development Document 9. Test Data 10. Test Analysis Report 11. Release Notes <p>MCE will review the MITDP SDLC related documents to ensure completeness and that updates are being performed.</p>	Due Dates to be established by the Project Plan
2.8.4.31	Test SDLC Documentation	<p>TO Contractor shall provide the TO Manager with an MS Word document(s) (version 2007 or greater) of the MITDP SDLC project artifacts for the Test phase of the project to include:</p> <ol style="list-style-type: none"> 1. Test Analysis Approval Determination 2. Test Problem Report 3. Defect Log 4. Readiness Document <p>MCE will review the MITDP SDLC related documents to ensure completeness and that updates are being performed.</p>	Due Dates to be established by the Project Plan

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
2.8.4.32	Implementation SDLC Documentation	<p>TO Contractor shall provide the TO Manager with an MS Word document(s) (version 2007 or greater) of the MITDP SDLC project artifacts for the Implementation phase of the project to include:</p> <ol style="list-style-type: none"> 1. System Documentation 2. Implementation Notice 3. Readiness Document 4. Version Description Document 5. Post Implementation Review Report <p>MCE will review the MITDP SDLC related documents to ensure completeness and that updates are being performed.</p>	Due Dates to be established by the Project Plan
2.8.4.33	End-of-Contract Transition Plan	<p>TO Contractor shall provide an End-of-Contract Transition Plan as described in Section 2.6.8. This Plan shall include:</p> <ul style="list-style-type: none"> • A report of any outstanding deliverables and mitigation • A schedule for completing all services and/or deliverables 	60 Days prior to the end of TO Agreement
2.8.4.34	Source Code	TO Contractor shall provide to the State all source code, design and architecture documentation, and all data files	20 Days prior to the end of TO Agreement
2.8.4.35	End-of-Contract Transition debrief meeting	TO Contractor shall hold a final project debrief meeting, organization and hand-off of project materials, documentation, electronic media, any final reports, updated work plans.	20 Days prior to the end of TO Agreement
2.8.4.36	End-of-Contract Transition Documentation	TO Contractor shall provide current updates of all documentation with a corresponding change log.	20 Days prior to the end of TO Agreement
2.8.4.37	End-of-Contract Materials	TO Contractor shall provide to the State all licenses, software maintenance agreements and any materials for the tasks completed	20 Days prior to the end of TO Agreement
2.8.4.38	Disaster Recovery services	TO Contractor shall provide Disaster Recovery Services as described in section 2.6.12 to include an annual disaster recovery exercise.	Due Dates to be established by the Project Plan

2.9 MINIMUM QUALIFICATIONS

2.9.1 OFFEROR'S COMPANY MINIMUM QUALIFICATIONS

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

- 2.9.1.1 The TO Contractor has installed the ERP software product and version being offered to the State in at least two (2) other customer locations with one (1) of these installations having been in a production status for over one (1) year.
- 2.9.1.2 The TO Contractor has a minimum of three (3) years of experience customizing any ERP software products.
- 2.9.1.3 The TO Contractor has a minimum of three (3) years of experience implementing multi-product and multi-location manufacturing solutions.
- 2.9.1.4 The TO Contractor has a current help desk / support process in place supporting at least two (2) other customer locations in a production status.
- 2.9.1.5 The TO Contractor is either a provider or has a reseller and support agreement relationship with the ERP software product company proposed and the support agreement relationship is over a year old.
- 2.9.1.6 The TO Contractor has experience installing and supporting applications in one or more of the following:
 - Correctional Industries
 - Correctional Facilities
 - Secured / Governmental Facilities
 - Discrete Manufacturing Industries

2.10 TO CONTRACTOR AND PERSONNEL PREFERRED QUALIFICATIONS

The following qualifications are expected and will be evaluated as part of the technical proposal.

- The TO Contractor or Key Personnel (Project Manager and Senior Systems Architect) shall possess certifications of training or test completion for the proposed ERP software, if certification is available.
- The Proposed Key Personnel shall have implementation and or developmental experience with the same product and version being offered to the State. This experience shall be on a project where the solution was deployed to a production environment.

2.11 RETAINAGE

Ten percent (10%) of each invoice for deliverables marked with an asterisk in Attachment 1, Financial Proposal, shall be held by MCE as retainage. If the TO Contractor fails to meet the

requirements as defined in the Contract, the TO Contractor shall rectify the performance problem or complete the specification to the satisfaction of the TO Manager within thirty (30) days or as directed by the MCE Project Manager, at no cost to the MCE.

The TO Contractor shall submit a separate invoice for the retainage release after final system acceptance. The TO Contractor shall track the cumulative retainage amount and display this amount on the invoices, until the retainage is released by the TO Manager upon final system acceptance.

2.12 INVOICING

2.12.1 FIXED PRICE INVOICING

Invoicing for Help Desk Services and Disaster Recovery Services shall be submitted monthly. TO Contractor shall bill 1/12 of the amount proposed in the Financial Proposal (Attachment 1).

Invoicing for all other deliverables not identified in 2.11 and Paragraph above shall be upon the completion and acceptance of the fixed price deliverables as defined in Section 2.8.4 and shall be accompanied by a signed DPAF (Attachment 9) for all invoices submitted for payment. Payment of invoices will be withheld if the appropriate signed acceptance form is not submitted.

Invoice payments to the TO Contractor shall be governed by the terms of conditions defined in the CATS+ Master Contract. Proper invoices for payment shall contain the TO Contractor's Federal Tax Identification Number, as well as the information described below, and shall be submitted to the TO Manager for payment approval.

2.12.2 T&M INVOICING

For any T&M work order under this TO, the following timesheet requirements apply. Within three business days after the 15th and last day of the month, the TO Contractor shall submit a semi-monthly timesheet for the preceding half month providing data for all resources provided under the TO.

At a minimum, each semi-monthly time sheet shall show:

- A) Title: "Time Sheet for Enterprise Resource Planning Implementation Project"
- B) Issuing company name, address, and telephone number
- C) For each employee / resource
 - a) Employee / resource name
 - b) For each week ending date, e.g., "Week Ending: mm/dd/yyyy" (weeks run Sunday through Saturday)
 - 1) Tasks completed that week and the associated deliverable names and ID#s
 - 2) Number of hours worked each day
 - 3) Total number of hours worked that week
 - 4) Weekly variance above or below 40 hours
 - 5) Annual number of hours planned under the TO
 - 6) Annual number of hours worked to date
 - 7) Balance of hours remaining
 - 8) Annual variance to date (Sum of weekly variances)

- D) Signature and date lines for the TO Manager
- E) For T&M Invoicing the following must also be submitted:
 - a) All time sheets approved for the month for each resource
 - b) Work Order numbers associated with the invoice

Submission of time sheets shall be to the TO Manager for approval by signature. The TO Manager acceptance of timesheets shall acknowledge the accuracy of the time reported.

2.12.3 INVOICE SUBMISSION PROCEDURE FOR FIXED PRICE and T&M

This procedure consists of the following requirements and steps:

- A) A proper invoice for payment shall contain the TO Contractor's Federal Tax Identification Number, identify "MCE" as the recipient and contain the following information: date of invoice, TO Agreement number, deliverable description, deliverable number (e.g., "2.8.4.1."), period of performance covered by the invoice, a total invoice amount, retainage and cumulative retainage, a TO Contractor point of contact with telephone number, and a total invoice amount.
- B) The TO Contractor shall send / email the original of each invoice and signed DPAF (Attachment 9), for each deliverable being invoiced to MCE at email address: MCEAP@dpscs.state.md.us with a copy to the TO Manager.
- C) Invoices for final payment shall be clearly marked as "FINAL" and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.
- D) For fixed price, payment will only be made upon completion and acceptance of the deliverables as defined in Section 2.8.

2.13 PERFORMANCE PERIOD OF ACCEPTANCE

- A) The Performance Period for Acceptance shall begin after all installation of the ERP System is complete at the MCE HQ office and in each of MCE's business units.
- B) The duration for the Performance Period for Acceptance shall not exceed 90 calendar days.
- C) The TO Manager shall issue a formal notice of completion or failure of the Performance Period for Acceptance to the TO Contactor in writing. In the event of failure, a corrective action plan (CAP) will be required within seven calendar days of receipt of notice. The performance period for executing the CAP will not exceed 90 calendar days and acceptance testing will be repeated until successful.

2.14 POST INSTALLATION WARRANTY

- A) The TO Contactor warrants that the software shall be in good operating condition and shall conform to the Specifications for a period of one (1) year (the Warranty Period) from the date of MCE's formal written notice to the TO Contactor of the

successful completion of the Performance Period of Acceptance (as specified in Section 2.13).

- B) The TO Contractor shall replace all software that is defective or not performing in accordance with the Specifications, at TO Contractor's sole expense. "Specifications" means the technical and other specifications set forth in this RFP, any additional specifications set forth in TO Contractor's Proposal and the specifications set forth in any software documentation, whether or not produced before or after the TO Contract's effective date. Should the software documentation conflict with any requirements, specifications, terms, or conditions of the Contract, the Contract terms and conditions shall prevail. The Software Publisher's Standard Warranty terms and conditions are not part of the Contract requirements, specifications, terms, and conditions.

2.15 WORK ORDER PROCESS

- A) Additional T&M or Fixed Price services may be provided via a Work Order process. A Work Order may be issued for either fixed price or time and materials T&M pricing. T&M Work Orders will be issued in accordance with pre-approved Labor Categories with the fully loaded rates proposed in Attachment 1.
- B) The TO Manager shall e-mail a Work Order Request (See Attachment 17) to the TO Contractor to provide services or resources that are within the scope of this TORFP. The Work Order Request will include:
- 1) Technical requirements and description of the service or resources needed
 - 2) Performance objectives and/or deliverables, as applicable
 - 3) Due date and time for submitting a response to the request
 - 4) Required place(s) where work shall be performed
- C) The TO Contractor shall e-mail a response to the TO Manager within the specified time and include at a minimum:
- 1) A response that details the TO Contractor's understanding of the work;
 - 2) A price to complete the Work Order Request using the format provided in Attachment 17
 - 3) A description of proposed resources required to perform the requested tasks, with CATS+ labor categories listed in accordance with Attachment 1.
 - 4) An explanation of how tasks shall be completed. This description shall include proposed subcontractors and related tasks.
 - 5) State-furnished information, work site, and/or access to equipment, facilities, or personnel
 - 6) The proposed personnel resources, including any subcontractor personnel, to complete the task
- D) For a T&M Work Order, the TO Manager will review the response and will confirm the proposed labor rates are consistent with this TORFP. For a fixed price Work Order, the

- TO Manager will review the response and will confirm the proposed prices are acceptable.
- E) The TO Manager may contact the TO Contractor to obtain additional information, clarification or revision to the Work Order, and will provide the Work Order to the TO Procurement Officer for approval. The TO Procurement Officer will issue a change order/contract modification to the TORFP if appropriate. No work shall be performed until such time that the TO Procurement Officer provides an executed change order/contract modification and Notice to Proceed (NTP).
 - F) Proposed Personnel on any type of Work Order shall be approved by the TO Manager. The TO Contractor shall furnish resumes of Proposed Personnel specifying their intended labor category from the CATS+ Labor Categories proposed in the TO Proposal. The TO Manager shall have the option to interview the proposed personnel and shall notify the TO Contractor of acceptance or denial of the personnel.
 - G) The TO Manager will issue the Notice to Proceed (NTP) after the Work Order is approved.
 - H) Once the work being performed under the Work Order has been accepted the TO Contractor shall invoice MCE with the total Time and Material value expended in accordance with section 2.12.2.

2.16 SOC TYPE II AUDIT

Any ERP solution which requires that the TO Contractor acquire and store MCE data on TO Contractor computer systems and network will be required to fulfill the following clause which requires the performance of an annual SOC2 Type 2 Report. ERP solutions that do not require the TO Contractor store MCE data do not need to fulfill the SOC 2 audit requirement.

Service Provider shall be defined as: the entity responsible for directly providing or fulfilling services awarded under the TO Agreement. The Service Provider may be the TO Contractor or a third-party entity. Subservice Organization shall be defined as a third party entity subcontracted by the TO Contractor or Service Provider to provide or perform some portion of the services awarded under this TO Agreement.

The TO Contractor shall have an annual audit performed by an independent audit firm of its handling of the Department's critical functions and/or sensitive information, which is identified as Account Receivable Processing Services, Cloud Computing Services, and Customer and Employee Information (collectively referred to as the "Information Functions and/or Processes"). Such audits shall be performed in accordance with audit guidance: *Reporting on Controls at a Service Organization Relevant to Security, Availability, Processing Integrity, Confidentiality, or Privacy (SOC 2)* as published by the American Institute of Certified Public Accountants (AICPA) and as updated from time to time, or according to the most current audit guidance promulgated by the AICPA or similarly-recognized professional organization, as agreed to by the Department, to assess the security of outsourced client functions or data (collectively, the "Guidance") as follows:

- i. The type of audit to be performed in accordance with the Guidance is a SOC 2 Type II Report. The SOC 2 Report shall be completed annually at the following intervals: Report to be submitted by March 1 for the preceding calendar year. The initial SOC 2 Report shall be scheduled

and completed within a timeframe to be specified by the State of Maryland. All subsequent SOC 2 Audits that are arranged after this initial audit must be performed on an annual basis.

ii. The SOC 2 Report shall report on a description of the TO Contractor's system and the suitability of the design and operating effectiveness of controls of the Information Functions and/or Processes relevant to the following trust principles: Security, Availability, and Confidentiality as defined in the Guidance.

iii. The SOC 2 Report shall include work performed by subcontractors that provide essential support to the TO Contractor for the Information Functions and/or Processes for the services provided to the Department under the Contract. The TO Contractor shall ensure the performance of the SOC 2 Audits includes its subcontractor(s).

iv. The audit scope of each year's SOC 2 Report may need to be adjusted (including the inclusion or omission of the relevant trust services principles of Security, Availability, Confidentiality, Processing Integrity, and Privacy) to accommodate any changes to the TO Contractor environment since the last SOC 2 Report. Such changes may include but are not limited to the addition of Department Information Functions and/or Processes through change orders or work orders under the Contract; or, due to changes in information technology or operational infrastructure implemented by the TO Contractor. The TO Contractor shall ensure that the audit scope of each year's SOC 2 Report engagement shall accommodate these changes by including in this audit assessment all appropriate controls related to the current environment supporting the Department Information Functions and/or Processes.

v. All SOC 2 Audits, including the SOC 2 Audits of TO Contractor's subcontractors, shall be performed at the TO Contractor's expense.

vi. The TO Contractor shall promptly provide a complete copy of the final SOC 2 Report to the Department's Contract Manager upon completion of each SOC 2 Audit engagement.

vii. The TO Contractor shall provide to the Department's Contract Manager, within 30 calendar days of the issuance of the final SOC 2 Report, a documented corrective action plan which addresses each audit finding or exception contained in the SOC 2 Report. The corrective action plan shall identify in detail the remedial action to be taken by the TO Contractor along with the date(s) when each remedial action is to be implemented.

viii. If the TO Contractor currently has an annual information security assessment performed that includes the operations, systems, and repositories of the Information Functions and/or Processes services being provided by the TO Contractor to the Department under the Contract, and if that assessment generally conforms to the content and objective of the Guidance, the Department will determine in consultation with appropriate State government technology and audit authorities whether the TO Contractor's current audits are acceptable in lieu of the SOC 2 Report(s).

ix. If the TO Contractor fails during the Contract term to obtain an annual SOC 2 Report by April 1 for the preceding year the Department shall have the right to retain an independent audit firm to perform an audit engagement to issue a SOC 2 Report of the Information Functions and/or Processes being hosted by the TO Contractor. The TO Contractor agrees to allow the independent audit firm to access its facility/ies for purposes of conducting this audit engagement(s), and will provide the support and cooperation to the independent audit firm that is required to perform the SOC 2 Type 2 Report engagement. The Department will invoice the TO Contractor for the expense of the SOC 2 Audit(s), or deduct the cost from future payments to the TO Contractor.

If the Service Provider is not the Offeror, Offeror shall provide a letter from the Service Provider that describes the Service Provider's support for the SOC 2 Type II Audit as outlined in Section 2.14 of the TORFP. This letter shall be on the Service Provider's letterhead or in a manufacturer or distributor's email.

SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

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

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

3.2 SUBMISSION

3.2.1 Offerors must submit proposals in two (2) separate volumes:

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

3.2.2 Volume I – TO Technical Proposal must be sealed separately from Volume II – TO Financial Proposal, but submitted simultaneously to the Procurement Officer at the address listed on the Key Information Summary sheet.

3.2.3 An unbound original, so identified, and eight (8) bound copies of each volume are to be submitted. An electronic version of both the Volume I – TO Technical Proposal in Microsoft Word and Microsoft Excel format (version 2010 or greater) (see Section 3.2.5) and the Volume II – TO Financial Proposal in Microsoft Excel format must also be submitted with the unbound original TO Technical or TO Financial volumes, as appropriate.

3.2.4 Electronic media shall be a CD or USB Drive and bear a label with the title "CATS+ TORFP #Q00B5400066", name of the Offeror, and the volume number (I or II). Electronic media must be packaged with the original copy of the appropriate TO Proposal (Technical or Financial).

3.2.5 The TO Technical Proposal electronic media shall contain:

- a. One file labeled "CATS+ TORFP # Q00B5400066 Technical Proposal".
- b. Files labeled "CATS+ TORFP # Q00B5400066 Technical – Attachment X" for all the TO Technical Proposal Attachments (see Section 3.3 below) where "X" is the attachment number, signed and in PDF format.

- c. One file labeled “CATS+ TORFP # Q00B5400066 Technical - Software Functional Worksheet” containing the Software Functional Worksheet in Microsoft Excel format.

3.2.6 The TO Financial Proposal electronic media shall contain:

- a. One file labeled “CATS+ TORFP # Q00B5400066 Financial” containing the Financial Proposal contents, signed and in PDF format.
- b. One file labeled “CATS+ TORFP # Q00B5400066 Financial Worksheet” containing the Financial Proposal worksheet contents, in Microsoft Excel format.

3.2.7 Offeror is required to submit a separate sealed package for each volume, which is to be labeled “Volume I – CATS+ TORFP # Q00B5400066 TO Technical Proposal” and “Volume II – CATS+ TORFP # Q00B5400066 Financial”, respectively. Each sealed package must bear the TORFP title and number, name and address of the Offeror, the volume number (I or II), and the closing date and time for receipt of the proposals on the outside of the package.

3.2.8 All pages of both proposal volumes must be consecutively numbered from beginning with (Page 1) to end (Page “x”).

3.2.9 Delivery Requirements

- a. For U.S. Postal Service deliveries, any TO Proposal that has been received at the appropriate mailroom, or typical place of mail receipt, for the respective procuring unit by the time and date listed in the TORFP will be deemed to be timely. If an Offeror chooses to use the U.S. Postal Service for delivery, MCE recommends that it use Express Mail, Priority Mail, or Certified Mail only as these are the only forms for which both the date and time of receipt can be verified by MCE. An Offeror using first class mail will not be able to prove a timely delivery at the mailroom, and it could take several days for an item sent by first class mail to make its way by normal internal mail to the procuring unit.
- b. Hand-delivery includes delivery by commercial carrier acting as agent for the Offeror. For any type of direct (non-mail) delivery, Offerors are advised to secure a dated, signed, and time-stamped (or otherwise indicated) receipt of delivery.

3.3 SUMMARY OF ATTACHMENTS

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

The following attachments shall be included with the TO Technical Proposal:

- Attachment 2 – MBE Forms 2-1A – Signed PDF
- Attachment 4 – Conflict of Interest Affidavit and Disclosure – Signed PDF
- Attachment 5A and 5B- Attachment 5A Minimum Qualifications Summary and Attachment 5B Personnel Resume Form - Signed PDF
- Attachment 13 – Living Wage Affidavit of Agreement – Signed PDF
- Attachment 14 – Mercury Affidavit- Signed PDF
- Attachment 16 – Certification Regarding Investments in Iran – Signed PDF
- Attachment 21 – Software Functional Worksheet – Microsoft Excel

The following attachments shall be included with the TO Financial Proposal:

- Attachment 1 Price Proposal – Microsoft Excel and signed PDF

3.4 PROPOSAL FORMAT

3.4.1 TO TECHNICAL PROPOSAL

The TO Technical Proposal shall contain the following sections in order and shall be separated by a TAB as detailed below:

TAB A Executive Summary: A one-page summary describing the Master Contractor’s understanding of the TORFP scope of work (Section 2) and proposed solution.

TAB B Proposed ERP software product including:

- (1) Product name including version and modules that are required to meet minimum and optional requirements.
- (2) Application delivery method (such as client / server, internet / intranet, cloud etc.)
- (3) Summary of technical infrastructure required to support the proposed ERP software product.
- (4) Description of how proposed solution can be implemented to allow secure inmate usage of the ERP product within DPSCS security standards.
- (5) Describe the system solution for the proposed ERP product (such as on-site solution, a SaaS / Cloud implementation or some other approach).
- (6) Describe the technical specifications required to run the proposed ERP product suite, specifically, the minimal and recommended required hardware and software to run the ERP system to include:
 - i. Hardware
 - ii. Application or Database Application software
 - iii. Operating Systems
 - iv. Other Software (such as from 3rd parties)
 - v. Communications infrastructure
 - vi. System access and data security capabilities

TAB C Proposed Solution: A more detailed description of the Master Contractor’s understanding of the TORFP scope of work, proposed methodology and solution. The responses shall be organized in exactly the same order as the requirements outlined in Section 2.

TAB D Software Matching: The TO Contractor shall complete and submit the **Software Functional Worksheet** (Attachment 21) to describe how the proposed ERP software meets MCE functional requirements.

- TAB E** Systems Integration Approach: Describe how data within the ERP system can be accessed / updated by (or provide data to) external legacy systems (DB2 tables or PC text files).
- TAB F** Conversion of AS/400 data: Describe the approach and method to convert current system data into the new ERP system. Include methods for insuring data integrity during the conversion and how partially completed transactions shall be affected when converted.
- TAB G** Systems Maintenance Approach: Describe how the TO Contractor shall manage the software during the O&M phase. Including
- a) Software upgrades (frequency).
 - b) How fixes or patches shall be deployed.
 - c) How MCE-specific software configurations shall be affected by software upgrades.
 - d) How many prior versions of the software does the ERP software publisher company support?
- TAB H** Draft Work Breakdown Structure (WBS): A matrix or table that shows a breakdown of the tasks required to complete the requirements and deliverables in Section 2 – Scope of Work. The WBS should reflect the chronology of tasks without assigning specific time frames or start / completion dates
- TAB I** Draft Project or Work Schedule: A Gantt or similar chart containing tasks and estimated time frames for completing the requirements and deliverables in Section 2 – Scope of Work. The final schedule should come later as a deliverable under the TO. The Project or Work Schedule may include tasks to be performed by the State or third parties.
- TAB J** Draft Risk Assessment: Identification and prioritization of risks inherent in meeting the requirements in Section 2 – Scope of Work. Includes a description of strategies to mitigate risks.
- TAB K** Assumptions: A description of any assumptions formed by the Master Contractor in developing the Technical Proposal. Master Contractors should avoid assumptions that counter or constitute exceptions to TORFP terms and conditions.
- TAB L** Optional Software: Describe any optional software modules that are offered for use on the system or additional recommended software for the ERP solution.
- MCE is particularly interested in the following functionality:
- a) Human Resources and Workforce Management
 - b) Customer On-line shopping cart
 - c) Advanced E-commerce Functionality
 - d) Advanced Customer Relationship Management
- NOTE: For descriptions on the functionality of the above, see the Additional Desired Features in Attachment 20 – Functional Requirements Document Section 2.2.20

Provide pricing for the optional software on the Optional Software page of the Price Proposal (Attachment 1)

TAB M Optional Services, Hardware or other devices: Describe any recommended optional services, hardware or devices for the ERP solution.

MCE is interested in pricing for:

a) Disaster Recovery

Provide pricing for the optional services, hardware or other devices on the Optional Hardware & Services page of the Price Proposal (Attachment 1)

TAB N Tools the TO Contractor owns and proposes for use to meet any requirements in Section 2.

TAB O Plan for hardware and software acquisition.

TAB P Plan for tasks to be completed during the time delay needed for delivery, setup and configuration of required hardware.

TAB Q Plan for the phased implementation of MCE headquarters and the business units to include an implementation strategy and a high level timeline for completing all phases on the implementation within twelve (12) months.

TAB R Comprehensive plan that provides support of current financial and production information from business units not yet migrated to the new ERP system, to include the data export to the State FMIS system. MCE will continue to operate the AS/400 MAPICS system for the business units that have not yet been migrated. MCE will to use the reports and data from both the AS/400 MAPICS and new ERP systems to manage its business until full migration is completed.

TAB S Compliance with Offeror's Company Minimum Qualifications

Offerors will complete the following table to demonstrate compliance with the Offeror's Company Minimum Requirements in Section 2.9.1.

Reference	Offeror Company Minimum Requirement	Evidence of Compliance
2.9.1.1	The TO Contractor has installed the ERP software product and version being offered to the State in at least two (2) other customer locations with one (1) of these installations having been in a production status for over one (1) year	Offeror documents evidence of compliance here.
2.9.1.2	The TO Contractor has a minimum of three (3) years of experience customizing any ERP software products	Offeror documents evidence of compliance here.

2.9.1.3	The TO Contractor has a minimum of three (3) years of experience implementing multi-product and multi-location manufacturing solutions	Offeror documents evidence of compliance here.
2.9.1.4	The TO Contractor has a current help desk / support process in place supporting at least two (2) other customer locations in a production status	Offeror documents evidence of compliance here.
2.9.1.5	The TO Contractor is either a provider or has a reseller and support agreement relationship with the ERP software product company proposed and the support agreement relationship is over a year old.	Offeror documents evidence of compliance here.
2.9.1.6	The TO Contractor has experience installing and supporting applications in one or more of the following: <ul style="list-style-type: none"> • Correctional Industries • Correctional Facilities • Secured / Governmental Facilities • Discrete Manufacturing Industries 	Offeror documents evidence of compliance here.

TAB T Staffing Plan

- 1) Provide a Staffing Plan that contains the following:
 - a) Planned team composition for the fixed price portion of this contract
 - b) Process for locating and bringing on board resources that meet ERP system needs
 - c) Supporting descriptions for all labor categories proposed in response to this TORFP.
 - d) Description of approach for quickly substituting qualified personnel after start of Task Order.
 - e) Names and titles of all key management personnel who will be involved with supervising the services rendered under this TO Agreement.

MCE has the option to interview the personnel upon award of the TO.

TAB U MBE, SBE Participation and VSBE Participation

Submit completed MBE documents Attachment 2 – Forms D-1 and D-2

TAB V Subcontractors

Identify all proposed subcontractors, including MBEs, and their roles in the performance of Section 2 – Scope of Work.

TAB W Overall Master Contractor team organizational chart

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

TAB X Master Contractor and Subcontractor Experience and Capabilities

2) Provide up to three examples of engagements or contracts the Master Contractor or subcontractor, if applicable, has completed that were similar to Section 2 – Scope of Work. Include contact information for each client organization complete with the following:

- a) Name of organization.
- b) Point of contact name, title, email and telephone number (point of contact shall be accessible and knowledgeable regarding experience)
- c) Services provided as they relate to Section 2 – Scope of Work.
- d) Start and end dates for each example engagement or contract.
- e) Current Master Contractor team personnel who participated on the engagement.
- f) If the Master Contractor is no longer providing the services, explain why not.

TAB Y State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any entity of the State of Maryland.

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

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

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

TAB Z Proposed Facility

Identify Master Contractor’s facilities, including address, from which any work shall be performed during pre-production, implementation, and on-going maintenance and operations phases of the project.

TAB AA State Assistance

Provide an estimate of expectation concerning participation by State personnel. Please include expected needs and staffing roles required by DPSCS and MCE during the pre-production, implementation, and on-going maintenance and operations phases of the project. Note any special skills or training that State personnel will be required to support the solution.

TAB BB Confidentiality

A Master Contractor should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. Contractors are advised that, upon request for this information from a third party, the TO Procurement Officer will be required to make an independent determination regarding whether the information may be disclosed.

TAB CC Documentation required for SaaS solution

Service Provider SOC2 Type II letter of Support

If the Service Provider is not the Offeror, letter from the Service Provider describing Service Provider’s support for the SOC 2 Type II Audit as outlined in Section 2.16 of the TORFP. If the letter is not required, Offeror shall so state in its TO Proposal.

Terms of Service (TOS)

Copy of TOS to be negotiated and signed by Cloud Service Provider and the Department to provide services in the event that Offer is selected as the winner of this TO.

TAB DD ATTACHMENTS

The following attachments shall be included with the TO Technical Proposal:

- Attachment 2 – MBE Forms 2-1A – Signed PDF
- Attachment 4 – Conflict of Interest Affidavit and Disclosure – Signed PDF
- Attachment 5A and 5B- Attachment 5A Minimum Qualifications Summary and Attachment 5B Personnel Resume Form - Signed PDF
- Attachment 13 – Living Wage Affidavit of Agreement – Signed PDF
- Attachment 14 – Mercury Affidavit- Signed PDF

- Attachment 16 – Certification Regarding Investments in Iran – Signed PDF
- Attachment 21 – Software Functional Worksheet – Microsoft Excel

3.4.2 TO FINANCIAL PROPOSAL

The TO Financial Proposal shall contain:

- A) A description of any assumptions on which the Master Contractor's TO Financial Proposal is based (Assumptions shall not constitute conditions, contingencies, or exceptions to the price proposal);
- B) Attachment 1– Price Sheet, completed in Microsoft Excel and signed .PDF format with all proposed labor categories including all rates fully loaded.
- C) To be responsive to this TORFP, the Price Sheet (Attachment 1) shall provide labor rates for all labor categories for time and materials deemed necessary to perform any additional work beyond the scope of the fixed price portion of this TO, as initiated through the Work Order Process. Proposed rates are not to exceed the rates defined in the Master Contract for the Master Contract year(s) in effect at the time of the TO Proposal due date.
- D) Prices shall be valid for 120 days.

SECTION 4 - TASK ORDER AWARD PROCESS

4.1 OVERVIEW

The TO Contractor will be selected from among all eligible Master Contractors within the appropriate Functional Area responding to the CATS+ TORFP. In making the TO Agreement award determination, MCE will consider all information submitted in accordance with Section 3.

4.2 TO PROPOSAL EVALUATION CRITERIA

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

- A) Software Functional Matching: The responses to the Software Functional Worksheet (Attachment 21) will be evaluated to determine the best match to MCE's software requirements.
- B) The overall experience, capability and references for the Master Contractor as described in the Master Contractor's TO Technical Proposal.
- C) The Master Contractor's overall understanding of the TORFP Scope of Work – Section 2. Level of understanding will be determined by the quality and accuracy of the technical proposal in adherence to Section 3.4.
- D) The ability for the Master Contractor to meet staffing expectations relative to supplying additional personnel for this TORFP meeting qualifications in Section 2.9 and 2.10.
- E) Shall have demonstrated clearly how the Master Contractor plans to staff the task order at the levels set forth in Section 2.1 and potential future resource requests.

4.3 SELECTION PROCEDURES

TO Proposals will be assessed throughout the evaluation process for compliance with the minimum qualifications in Section 2.9.

- A) TO Proposals will be assessed throughout the evaluation process for compliance with the minimum company qualifications in Section 2.9.1, responses to the Software Functional Matching Attachment, and quality of responses to Section 3.4.1 TO TECHNICAL PROPOSAL of the TORFP.
- B) Oral presentations including demonstrations of the ERP software offered by TO Contractors will be conducted. The purpose of these presentation shall be to demonstrate a full understanding of MCE's requirements and the TO Contractor's ability to perform.
- C) For TO Proposals deemed technically qualified, the associated TO Financial Proposal will be opened. All others will be deemed not reasonably susceptible for award and will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.
- D) Qualified TO Financial Proposals will be reviewed and ranked from lowest to highest price proposed. In order to adequately compare a financial proposal of a SaaS solution against a Networked Solutions the total evaluated price will be compared across the entire 5 year project lifecycle.
- E) The most advantageous TO Proposal considering both the technical and financial submissions shall be selected for TO award. In making this selection, technical merit has greater weight.

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

4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

Commencement of work in response to a TO Agreement shall be initiated only upon issuance of a fully executed TO Agreement, a Non-Disclosure Agreement (TO Contractor), a Purchase Order, a Criminal Background Check Affidavit, and by a Notice to Proceed authorized by the TO Procurement Officer. See Attachment 7 – Notice to Proceed (sample).

The remainder of this page is intentionally left blank.

LIST OF ATTACHMENTS

Attachment Label	Attachment Name	Applicable to this TORFP?	Submit with Proposal?* (Submit, Do Not Submit, N/A)
Attachment 1	Price Sheet	Always Applicable	Submit with TO Financial Proposal
Attachment 2	Minority Business Enterprise Participation (Attachments 1A – 5)	Applicable	Submit with TO Technical Proposal
Attachment 3	Task Order Agreement (TO Agreement)	Always Applicable	Do Not Submit with Proposal
Attachment 4	Conflict of Interest Affidavit and Disclosure	Always Applicable	Submit with TO Technical Proposal
Attachment 5	Labor Classification Personnel Resume Summary	Applicable	Submit with TO Technical Proposal
Attachment 6	Pre-Proposal Conference Directions	Applicable	Do Not Submit with Proposal
Attachment 7	Notice to Proceed (Sample)	Always Applicable	Do Not Submit with Proposal
Attachment 8	Agency Receipt of Deliverable Form	Applicable	Do Not Submit with Proposal
Attachment 9	Agency Deliverable Product Acceptance Form (DPAF)	Applicable	Do Not Submit with Proposal
Attachment 10	Non-Disclosure Agreement (Offeror)	Not Applicable	Do Not Submit with Proposal
Attachment 11	Non-Disclosure Agreement (TO Contractor)	Always Applicable	Do Not Submit with Proposal
Attachment 12	TO Contractor Self-Reporting Checklist	Always Applicable	Do Not Submit with Proposal
Attachment 13	Living Wage Affidavit of Agreement	Always Applicable	Submit with TO Technical Proposal
Attachment 14	Mercury Affidavit	Applicable	Submit with TO Technical Proposal
Attachment 15	Veteran Owned Small Business Enterprise Utilization Affidavit	Not Applicable	N/A
Attachment 16	Certification Regarding Investments in Iran	Always Applicable	Submit with TO Technical Proposal
Attachment 17	Sample Work Order	Applicable	Do Not Submit with Proposal
Attachment 18	Performance Evaluation Form	Not Applicable	Do Not Submit with Proposal
Attachment 19	Criminal Background Check Affidavit	Applicable	Do Not Submit with Proposal
Attachment 20	Functional Requirements Document	Applicable	Do Not Submit with Proposal
Attachment 21	Software Functional Worksheet	Applicable	Submit with TO Technical Proposal
Attachment 22	MCE IT Assist list by Business Unit/Institutions	Applicable	For informational purposes. Do Not Submit with Proposal
Attachment 23	MCE Network and standalone configurations.	Applicable	For informational purposes. Do Not Submit Proposal
Attachment 24	MCE Backup Protocols	Applicable	For informational purposes. Do Not Submit Proposal

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

ATTACHMENT 1 PRICE SHEET FORM

See – Price SHEET Forms in Microsoft Excel File

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

CATS+ TORFP # Q00B5400066

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

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

ATTACHMENT 2 -1A MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT & MBE PARTICIPATION SCHEDULE**INSTRUCTIONS****PLEASE READ BEFORE COMPLETING THIS FORM**

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

1. Contractor shall structure its procedures for the performance of the work required in this Contract to attempt to achieve the minority business enterprise (MBE) subcontractor participation goal stated in the Invitation for Bids or Request for Proposals. Contractor agrees to exercise good faith efforts to carry out the requirements set forth in these Instructions, as authorized by the Code of Maryland Regulations (COMAR) 21.11.03.
2. MBE Goals and Subgoals: Please review the solicitation for information regarding the Contract's MBE overall participation goals and subgoals. After satisfying the requirements for any established subgoals, the Contractor is encouraged to use a diverse group of subcontractors and suppliers from any/all of the various MBE classifications to meet the remainder of the overall MBE participation goal.
3. MBE means a minority business enterprise that is certified by the Maryland Department of Transportation ("MDOT"). Only entities certified by MDOT may be counted for purposes of achieving the MBE participation goals. In order to be counted for purposes of achieving the MBE participation goals, the MBE firm, including a MBE prime, must be MDOT-certified for the services, materials or supplies that it is committed to perform on the MBE Participation Schedule.
4. Please refer to the MDOT MBE Directory at www.mdot.state.md.us to determine if a firm is certified with the appropriate North American Industry Classification System ("NAICS") Code **and** the product/services description (specific product that a firm is certified to provide or specific areas of work that a firm is certified to perform). For more general information about NAICS, please visit www.naics.com. Only those specific products and/or services for which a firm is certified in the MDOT Directory can be used for purposes of achieving the MBE participation goals. **WARNING:** If the firm's NAICS Code is in graduated status, such services/products **may not be counted** for purposes of achieving the MBE participation goals. A NAICS Code is in the graduated status if the term "Graduated" follows the Code in the MDOT MBE Directory.
5. **NOTE: New Guidelines Regarding MBE Prime Self-Performance.** Please note that when a certified MBE firm participates as a prime contractor on a contract, a procurement agency may count the distinct, clearly defined portion of the work of the contract that the certified MBE firm performs with its own forces toward fulfilling up to fifty-percent (50%) of the MBE participation goal (overall) and up to one hundred percent (100%) of not more than one of the MBE participation subgoals, if any, established for the contract. In order to receive credit for self-performance, an MBE prime must list its firm in Section 4A of the MBE Participation Schedule, including the certification category under which the MBE prime is self-performing and include information regarding the work it will self-perform. For the remaining portion of the overall goal

and the subgoals, the MBE prime must also identify other certified MBE subcontractors (see Section 4B of the MBE Participation Schedule) used to meet those goals or request a waiver. For example, for a construction contract that has a 27% MBE overall participation goal and subgoals of 7% for African American firms and 4% for Asian American firms, subject to Section 4 above and this Section 5, a certified African American MBE prime can self-perform (a) up to 13.5 % of the overall goal and (b) up to 7% of the African American subgoal. The remainder of the overall goal and subgoals would have to be met with other certified MBE firms or a waiver request.

For a services contract with a 30% percent MBE participation goal (overall) and subgoals of 7% for African-American firms, 4% for Asian American firms and 12% for women-owned firms, subject to Sections 4 above and this Section 5, a dually-certified Asian American/Woman MBE prime can self-perform (a) up to 15% of the overall goal and (b) up to four percent (4%) of the Asian American subgoal OR up to twelve percent (12%) of the women subgoal. Because it is dually-certified, the company can be designated as only ONE of the MBE classifications (Asian American or women) but can self-perform up to one hundred percent (100%) of the stated subgoal for the single classification it selects.

6. Subject to the restrictions stated in Section 5 above, when a certified MBE that performs as a participant in a joint venture, a procurement agency may count a portion of the total dollar value of the contract equal to the distinct, clearly-defined portion of the work of the contract that the certified MBE performs with its own forces toward fulfilling the contract goal, and not more than one of the contract subgoals, if any. For example, if a MBE firm is a joint venture partner and the State determines that it is performing with its own forces 35 percent of the work in the contract, it can use this portion of the work towards fulfilling up to fifty percent (50%) of the overall goal and up to one hundred percent (100%) of one of the stated subgoals, if applicable.

7. As set forth in COMAR 21.11.03.12-1, once the Contract work begins, the work performed by a certified MBE firm, including an MBE prime, can only be counted towards the MBE participation goal(s) if the MBE firm is performing a commercially useful function on the Contract. Please refer to COMAR 21.11.03.12-1 for more information regarding these requirements.

8. If you have any questions as to whether a firm is certified to perform the specific services or provide specific products, please contact MDOT's Office of Minority Business Enterprise at 1-800-544-6056 or via email to mbe@mdot.state.md.us sufficiently prior to the submission due date.

9. Worksheet: The percentage of MBE participation, calculated using the percentage amounts for all of the MBE firms listed on the Participation Schedule **MUST** at least equal the MBE participation goal **and** subgoals (if applicable) set forth in the solicitation. If a bidder/offeror is unable to achieve the MBE participation goal and/or any subgoals (if applicable), the bidder/offeror must request a waiver in Item 1 of the MBE Utilization and Fair Solicitation Affidavit (Attachment 2-1A) or the bid will be deemed not responsive, or the proposal determined to be not susceptible of being selected for award. You may wish to use the Subgoal summary below to assist in calculating the percentages and confirm that you have met the applicable MBE participation goal and subgoals, if any.

Subgoals (if applicable)

Total African American MBE Participation:	_____ %
Total Asian American MBE Participation:	_____ %
Total Hispanic American MBE Participation:	_____ %

Total Women-Owned MBE Participation: _____%

Overall Goal

Total MBE Participation (include all categories): _____%

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

This MBE Utilization and Fair Solicitation Affidavit and MBE Participation Schedule **MUST BE** included with the bid/proposal for any solicitation with an MBE goal greater than 0%. If the Bidder/offeror fails to accurately complete and submit this Affidavit and Schedule with the bid or offer as required, the TO 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. Q00B5400066, I affirm the following:

1. MBE Participation (PLEASE CHECK ONLY ONE)

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

____ percent African American-owned MBE firms

____ percent Asian American-owned MBE firms

____ percent Hispanic American-owned MBE firms

____ percent Woman-Owned MBE firms

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

Notwithstanding any subgoals established above, the Contractor is encouraged to use a diverse group of subcontractors and suppliers from any/all of the various MBE classifications to meet the remainder of the overall MBE participation goal.

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 working days of receiving notice that our firm is the apparent awardee, I will submit completed Good Faith Efforts Documentation to Support Waiver Request (Attachment 2-1C) and all required waiver documentation in accordance with COMAR 21.11.03.

2. Additional MBE Documentation

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

- (a) Outreach Efforts Compliance Statement (Attachment 2-2);
- (b) MBE Subcontractor Project Participation Statement (Attachment 2-3);
- (c) Any other documentation, including waiver documentation if applicable, required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal and subgoals, if any.

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

3. Information Provided to MBE firms

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

4. MBE Participation Schedule

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

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

LIST INFORMATION FOR EACH CERTIFIED MBE FIRM YOU AGREE TO USE TO ACHIEVE THE MBE PARTICIPATION GOAL AND SUBGOALS, IF ANY.

MBE PRIMES: PLEASE COMPLETE BOTH SECTIONS A AND B BELOW.

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

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

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

CONTINUE ON SEPARATE PAGE IF NEEDED

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

 Bidder/Offeror Name
 (PLEASE PRINT OR TYPE)

 Signature of Authorized Representative

 Address

 Printed Name and Title

 City, State and Zip Code

 Date

SUBMIT AS INSTRUCTED IN TORFP

ATTACHMENT 2 1B: WAIVER GUIDANCE
GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET MBE PARTICIPATION GOALS

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

I. Definitions

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

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

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

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

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

II. Types of Actions Agency will Consider

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

A. Identify Bid Items as Work for MBE Firms

1. Identified Items of Work in Procurements

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

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

2. Identified Items of Work by Bidders/Offerors

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

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

B. Identify MBE Firms to Solicit

1. MBE Firms Identified in Procurements

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

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

2. MBE Firms Identified by Bidders/Offerors

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

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

C. Solicit MBEs

1. Solicit all Identified Firms for all Identified Items of Work by providing written notice. The bidder/offeror should:
 - (a) provide the written solicitation at least 10 days prior to bid opening to allow sufficient time for the MBE Firms to respond;
 - (b) send the written solicitation by first-class mail, facsimile, or email using contact information in the MBE Directory, unless the bidder/offeror has a valid basis for using different contact information; and
 - (c) provide adequate information about the plans, specifications, anticipated time schedule for portions of the work to be performed by the MBE, and other requirements of the contract to assist MBE Firms in responding. (This information may be provided by including hard copies in the written solicitation or by electronic means as described in C.3 below.)
2. “All” Identified Firms includes the MBEs listed in the procurement and any MBE Firms you identify as potentially available to perform the Identified Items of Work, but it does not include MBE Firms who are no longer certified to perform the work as of the date the bidder/offeror provides written solicitations.
3. “Electronic Means” includes, for example, information provided via a website or file transfer protocol (FTP) site containing the plans, specifications, and other requirements of the contract. If an interested MBE cannot access the information provided by electronic means, the bidder/offeror must make the information available in a manner that is accessible to the interested MBE.
4. Follow up on initial written solicitations by contacting MBEs to determine if they are interested. The follow up contact may be made:
 - (a) by telephone using the contact information in the MBE Directory, unless the bidder/offeror has a valid basis for using different contact information; or
 - (b) in writing *via* a method that differs from the method used for the initial written solicitation.
5. In addition to the written solicitation set forth in C.1 and the follow up required in C.4, use all other reasonable and available means to solicit the interest of MBE Firms certified to perform the work of the contract. Examples of other means include:
 - (a) attending any pre-bid meetings at which MBE Firms could be informed of contracting and subcontracting opportunities; and
 - (b) if recommended by the procurement, advertising with or effectively using the services of at least two minority focused entities or media, including trade associations, minority/women community organizations, minority/women contractors' groups, and local, state, and federal minority/women business assistance offices listed on the MDOT Office of Minority Business Enterprise website.

D. Negotiate With Interested MBE Firms

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

1. Evidence of negotiation includes, without limitation, the following:

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

type of work, conduct and performance in previous contracts, and ability to meet reasonable contract requirements.

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

E. Assisting Interested MBE Firms

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

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

III. Other Considerations

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

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

IV. Documenting Good Faith Efforts

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

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

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

B. Outreach/Solicitation/Negotiation

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

2. A detailed statement of the efforts made to contact and negotiate with MBE Firms including:
 - (a) the names, addresses, and telephone numbers of the MBE Firms who were contacted, with the dates and manner of contacts (letter, fax, email, telephone, etc.) (**Complete Good Faith Efforts Attachment 2-1C Part 2, and submit letters, fax cover sheets, emails, etc. documenting solicitations**); and
 - (b) a description of the information provided to MBE Firms regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed and the means used to provide that information.
- C. Rejected MBE Firms (Complete Good Faith Efforts Attachment 2-1C, Part 3)
 1. For each MBE Firm that the bidder/offeror concludes is not acceptable or qualified, a detailed statement of the reasons for the bidder's/offeror's conclusion, including the steps taken to verify the capabilities of the MBE and Non-MBE Firms quoting similar work.
 2. For each certified MBE Firm that the bidder/offeror concludes has provided an excessive or unreasonable price, a detailed statement of the reasons for the bidder's/offeror's conclusion, including the quotes received from all MBE and Non-MBE firms bidding on the same or comparable work. (**Include copies of all quotes received.**)
 3. A list of MBE Firms contacted but found to be unavailable. This list should be accompanied by a MBE Unavailability Certificate (see Exhibit A to this Part 1) signed by the MBE contractor or a statement from the bidder/offeror that the MBE contractor refused to sign the MBE Unavailability Certificate.
- D. Other Documentation
 1. Submit any other documentation requested by the Procurement Officer to ascertain the bidder's/offeror's Good Faith Efforts.
 2. Submit any other documentation the bidder/offeror believes will help the Procurement Officer ascertain its Good Faith Efforts.

Exhibit A
MBE Subcontractor Unavailability Certificate

1. It is hereby certified that the firm of _____

(Name of Minority firm)

located at _____

(Number)

(Street)

(City)

(State)

(Zip)

was offered an opportunity to bid on Solicitation No. _____

in _____ County by _____

(Name of Prime Contractor's Firm)

*

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

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

MDOT Certification # Telephone #

*

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

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

Signature of Prime Contractor **Title** **Date**

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

Page ___ of ___

Prime Contractor:	Project Description:
Solicitation Number:	

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

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

Company Name

Signature of Representative

Address

Printed Name and Title

City, State and Zip Code

Date

GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST

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

Page __ of __

Prime Contractor:	Project Description:
Solicitation Number:	

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

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

Please check if Additional Sheets are attached.

GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST**Part 2 – identified MBE firms and record of solicitations**

Page ___ of ___

Prime Contractor:	Project Description:
Solicitation Number:	

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

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

Please check if Additional Sheets are attached.

GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST

Part 3 – additional information regarding rejected MBE quotes

Page __ of __

Prime Contractor:	Project Description:
Solicitation Number:	

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

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

Please check if Additional Sheets are attached.

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

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

In conjunction with the bid/proposal submitted in response to Solicitation No. Q00B5400066 I state the following:

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

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

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

4. Please Check One:

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

5. Please Check One:

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

Company Name

Signature of Representative

Address

Printed Name and Title

City, State and Zip Code

Date

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

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

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

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

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

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

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

ATTACHMENT 2 MBE ATTACHMENT 2-3B

MBE PRIME PROJECT PARTICIPATION CERTIFICATION

PLEASE COMPLETE AND SUBMIT THIS FORM TO ATTEST EACH SPECIFIC ITEM OF WORK THAT YOUR MBE FIRM HAS LISTED ON THE MBE PARTICIPATION SCHEDULE (ATTACHMENT 2-1A) FOR PURPOSES OF MEETING THE MBE PARTICIPATION GOALS. THIS FORM MUST BE SUBMITTED WITHIN 10 WORKING DAYS OF NOTIFICATION OF APPARENT AWARD. IF THE BIDDER/OFFEROR FAILS TO RETURN THIS AFFIDAVIT WITHIN THE REQUIRED TIME, THE PROCUREMENT OFFICER MAY DETERMINE THAT THE BIDDER/OFFEROR IS NOT RESPONSIBLE AND THEREFORE NOT ELIGIBLE FOR CONTRACT AWARD.

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

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

MBE PRIME CONTRACTOR

Signature of Representative:

Printed Name and Title:

Firm's Name:

Federal Identification Number:

Address:

Telephone:

Date:

This form must be completed monthly by the prime contractor.

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

**Department of Public Safety and Correctional Services
Minority Business Enterprise Participation
Prime Contractor Paid/Unpaid MBE Invoice Report**

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

Prime Contractor:	Contact Person:																																				
Address:																																					
City:	State:	ZIP:																																			
Phone:	FAX: Email:																																				
MBE Subcontractor Name:	Contact Person:																																				
Phone:	FAX:																																				
Subcontractor Services Provided:																																					
List all payments made to MBE subcontractor named above during this reporting period: <table border="0"> <thead> <tr> <th></th> <th>Invoice#</th> <th>Amount</th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> <tr> <td>Total Dollars Paid: \$</td> <td colspan="2">_____</td> </tr> </tbody> </table>		Invoice#	Amount	1.			2.			3.			4.			Total Dollars Paid: \$	_____		List dates and amounts of any outstanding invoices: <table border="0"> <thead> <tr> <th></th> <th>Invoice #</th> <th>Amount</th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> <tr> <td>Total Dollars Unpaid:</td> <td colspan="2">\$ _____</td> </tr> </tbody> </table>		Invoice #	Amount	1.			2.			3.			4.			Total Dollars Unpaid:	\$ _____	
	Invoice#	Amount																																			
1.																																					
2.																																					
3.																																					
4.																																					
Total Dollars Paid: \$	_____																																				
	Invoice #	Amount																																			
1.																																					
2.																																					
3.																																					
4.																																					
Total Dollars Unpaid:	\$ _____																																				
**If more than one MBE subcontractor is used for this contract, you must use separate 2-4A forms. Information regarding payments that the MBE prime will use for purposes of meeting the MBE participation goals must be reported separately in Attachment 2-4B. **Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred):																																					
_____ Contract Manager _____ Contracting Unit (Department or Agency) _____ mailto:																																					

Signature: _____
Date: _____

(Required)

This form must be completed monthly by MBE subcontractor

ATTACHMENT 2 SAMPLE MBE 2-5 SUBCONTRACTOR PAID/UNPAID MBE INVOICE REPORT

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

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

MBE Subcontractor Name:		
MDOT Certification #:		
Contact Person:		Email:
Address:		
City:		State: ZIP:
Phone:	FAX:	
Subcontractor Services Provided:		
List all payments received from Prime Contractor during reporting period indicated above.		List dates and amounts of any unpaid invoices over 30 days old.
Invoice Amount	Date	Invoice Amount Date
1.		1.
2.		2.
3.		3.
4.		4.
Total Dollars Paid: \$ _____		Total Dollars Unpaid: \$ _____
Prime Contractor:		Contact Person:
**Return one copy of this form to the following address (electronic copy with signature & date is preferred):		
_____ Contract Manager		
_____ Contracting Unit		
(Department or Agency)		
_____ mailto:		

Signature: _____ Date: _____
(Required)

ATTACHMENT 2 MBE ATTACHMENT 2-4B MBE PRIME CONTRACTOR REPORT

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

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

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

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

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

Signature: _____

Date: _____

_____ Contract Monitor
_____ Contracting Unit
(Department)

Signature: _____

Date: _____

(Required)

*This form must be completed monthly by MBE subcontractor***ATTACHMENT 2 MBE 2-5 SUBCONTRACTOR PAID/UNPAID MBE INVOICE REPORT****Minority Business Enterprise Participation****Subcontractor Paid/Unpaid MBE Invoice Report**

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

MBE Subcontractor Name:		
MDOT Certification #:		
Contact Person:		Email:
Address:		
City:	State:	ZIP:
Phone:	FAX:	
Subcontractor Services Provided:		
List all payments received from Prime Contractor during reporting period indicated above.		List dates and amounts of any unpaid invoices over 30 days old.
Invoice Amount	Date	Invoice Amount
Date	Invoice Amount	Date
1.		1.
2.		2.
3.		3.
4.		4.
Total Dollars Paid: \$ _____		Total Dollars Unpaid: \$ _____
Prime Contractor:		Contact Person:
**Return one copy of this form to the following address (electronic copy with signature & date is preferred):		
_____ Contract Manager		
_____ Contracting Unit		
Department of Public Safety and Correctional Services		
_____ mailto:		

Signature: _____ Date: _____

(Required)

ATTACHMENT 3 TASK ORDER AGREEMENT

CATS+ TORFP# Q00B5400066 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, Maryland Correctional Enterprises.

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 the Maryland Correctional Enterprises, as identified in the CATS+ TORFP # Q00B5400066.
 - b) “CATS+ TORFP” means the Task Order Request for Proposals # Q00B5400066, 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 MONTH DAY, YEAR.
 - d) “TO Procurement Officer” means Joselyn Hopkins. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
 - e) “TO Agreement” means this signed TO Agreement between MCE and TO Contractor.
 - f) “TO Contractor” means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is _____.
 - g) “TO Manager” means TO Manager of the Agency. 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 Proposal – Technical and TO Proposal – Financial.
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 super-cede 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 one (1) year 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 four (4) additional, one (1) year periods for a total TO Agreement period ending on **Month, Day, Year**.

4. Consideration and Payment

4.1 The consideration to be paid the TO Contractor shall 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 an 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, MCE

By: Joselyn Hopkins, TO Procurement Officer

Date

Witness: _____

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

Assistant Attorney General

ATTACHMENT 4 CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

- A) "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.
- B) "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, offeror, contractor, consultant, or subcontractor or sub-consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a 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)

SUBMIT AS INSTRUCTED IN TORFP.

ATTACHMENT 5**(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 5A– MINIMUM QUALIFICATIONS SUMMARY

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.

<p>Proposed Individual’s Name and Company/Sub-Contractor:</p>	<p>List how the proposed individual meets each requirement by including a reference to relevant entries in Form 5B</p>									
<p>LABOR CATEGORY TITLE – (INSERT CATS+ LABOR CATEGORY NAME)</p>										
<p>Education: Insert the education description from</p> <p style="padding-left: 40px;">a. 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: Insert the generalized experience description from the CATS+ RFP</p> <p style="padding-left: 40px;">a. 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="987 1037 1477 1407"> <tr> <th style="width: 15%;">FROM</th> <th style="width: 15%;">TO</th> <th style="width: 70%;">Job Title and Company</th> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td colspan="2">Match to Form 5B:</td> <td><insert cross-reference(s) to the full description on Form 5B></td> </tr> </table>	FROM	TO	Job Title and Company				Match to Form 5B:		<insert cross-reference(s) to the full description on Form 5B>
FROM	TO	Job Title and Company								
Match to Form 5B:		<insert cross-reference(s) to the full description on Form 5B>								
<p>Specialized Experience: Insert the specialized experience description from the CATS+ RFP</p> <p style="padding-left: 40px;">a. 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="987 1654 1477 1911"> <tr> <th style="width: 15%;">FROM</th> <th style="width: 15%;">TO</th> <th style="width: 70%;">Job Title and Company</th> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td colspan="2">Match to Form 5B:</td> <td><insert cross-reference to the full</td> </tr> </table>	FROM	TO	Job Title and Company				Match to Form 5B:		<insert cross-reference to the full
FROM	TO	Job Title and Company								
Match to Form 5B:		<insert cross-reference to the full								

ATTACHMENT 5 ATTACHMENT 5B – PERSONNEL RESUME FORM

CATS+ TORFP # D38B5400001

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

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

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>

ATTACHMENT 6 PRE-PROPOSAL CONFERENCE DIRECTIONS

Maryland Correctional Enterprises are located at 7275 Waterloo Road, Jessup MD 20794. You will need a picture ID to enter the facility. Parking is at the MCE parking lot or on adjacent street.

Directions from Washington DC Area:

- From I-495 merge on to I-95 North toward Baltimore
- Take Exit 41A-41B for MD-175 W/MD-175E toward Columbia/Jessup
- Keep right at the fork and merge onto Maryland 175 E toward Jessup
- After crossing Route 1 take the next left at the light (Pocomoke Avenue)

Directions from Baltimore, MD (Downtown):

- Take I-395 South
- Follow Signs for I-95 South / Washington
- Take Exit 41A-41B for MD-175 E/MD-175W toward Jessup/Columbia
- Take Exit 41A on the left for Maryland 175 E toward Jessup
- Keep Left at the fork and merge onto MD-175E/Rouse Parkway/Waterloo Road
- After crossing Route 1 take the next left at the light (Pocomoke Avenue)

ATTACHMENT 7 NOTICE TO PROCEED (SAMPLE)

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS+ TO Project Number (TORFP #): Q00B5400066

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 _____ (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,

Joselyn Hopkins Task Order Procurement Officer

Enclosures (2)

cc: Rick Rosenblatt, TO Manager

Procurement Liaison Office, Department of Information Technology

Project Management Office, Department of Information Technology

ATTACHMENT 8 AGENCY RECEIPT OF DELIVERABLE FORM

I acknowledge receipt of the following:

TORFP Title: Enterprise Resource Planning Implementation Project

TO Project Number (TORFP #): Q00B5400066

Title of Deliverable: _____

TORFP Reference Section # _____

Deliverable Reference ID # _____

Name of TO Manager: Rick Rosenblatt

_____	_____
TO Manager Signature	Date Signed

Name of TO Contractor's Project Manager: _____

_____	_____
TO Contractor's Project Manager Signature	Date Signed

ATTACHMENT 9 AGENCY DELIVERABLE PRODUCT ACCEPTANCE FORM

Agency Name: Maryland Correctional Enterprises

TORFP Title: Enterprise Resource Planning Implementation Project

TO Manager: Rick Rosenblatt 410-540-5405

To: **TO Contractor Name**

The following deliverable, as required by TO Project Number (TORFP #): #Q00B5400066 has been received and reviewed in accordance with the TORFP.

Title of deliverable: _____

TORFP Contract Reference Number: Section # _____

Deliverable Reference ID # _____

This deliverable:

Is accepted as delivered.

Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

TO Manager Signature

Date Signed

ATTACHMENT 10 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 #Q00B5400066 for ERP Implementation Project . 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 Louise Dotson, Maryland Correctional Enterprises 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: _____

SUBMIT WITH TO PROPOSAL AS INSTRUCTED IN TORFP SECTION 3.

ATTACHMENT 11 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 Maryland Correctional Enterprises (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 Enterprise Resource Planning Implementation Project ERP Implementation Project TORFP No. Q00B5400066 dated _____, (the “TORFP”) issued under the Consulting and Technical Services 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 TO Agreement between the TO Contractor and the State.
- 8. TO Contractor acknowledges that any failure by the TO Contractor or the TO Contractor’s Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the TO Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The TO Contractor consents to personal jurisdiction in the Maryland State Courts. The State’s rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/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:

Maryland Correctional Enterprises:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SUBMIT AS INSTRUCTED IN TORFP.

EXHIBIT A

**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 12 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 <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:	
Section 1 – Task Orders with Invoices Linked to Deliverables	
A) Was the original TORFP (Task Order Request for Proposals) structured to link invoice payments to distinct deliverables with specific acceptance criteria? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, skip to Section 2.)	
B) Do TO invoices match corresponding deliverable prices shown in the accepted Financial Proposal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	
C) Is the deliverable acceptance process being adhered to as defined in the TORFP? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	
Section 2 – Task Orders with Invoices Linked to Time, Labor Rates and Materials	
A) If the TO involves material costs, are material costs passed to the agency without markup by the Master Contractor? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	
B) Are labor rates the same or less than the rates proposed in the accepted Financial Proposal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	
C) Is the Master Contractor providing timesheets or other appropriate documentation to support invoices? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	
Section 3 – Substitution of Personnel	
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)	

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)
Was the substitute approved by the agency in writing? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)
Section 4 – MBE Participation
A) What is the MBE goal as a percentage of the TO value? (If there is no MBE goal, skip to Section 5) %
B) Are MBE reports D-5 and D-6 submitted monthly? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)
C) What is the actual MBE percentage to date? (divide the dollar amount paid to date to the MBE by the total amount paid to date on the TO) % (Example - \$3,000 was paid to date to the MBE sub-contractor; \$10,000 was paid to date on the TO; the MBE percentage is 30% ($3,000 \div 10,000 = 0.30$))
Is this consistent with the planned MBE percentage at this stage of the project? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)
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)
Section 5 – TO Change Management
A) Is there a written change management procedure applicable to this TO? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)
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)
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)
D) Is the change management procedure being followed? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)

SUBMIT AS INSTRUCTED IN TORFP.

ATTACHMENT 13 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 & Date: _____

ATTACHMENT 14 MERCURY AFFIDAVIT

AUTHORIZED REPRESENTATIVE THEREBY AFFIRM THAT:

I am the _____ (Title) and the duly authorized representative of _____ (Business). I possess the legal authority to make this affidavit on behalf of myself and the business for which I am acting.

MERCURY CONTENT INFORMATION:

The product(s) offered do not contain mercury.

OR

The product(s) offered do contain mercury.

- (1) Describe the product or product component that contains mercury.
- (2) Provide the amount of mercury that is contained in the product or product component. Indicate the unit of measure being used.

I ACKNOWLEDGE THAT this affidavit is to be furnished to the procurement officer and may be distributed to units of (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland;

(3) other states; and

(4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify, or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this affidavit, (2) the contract, and (3) other affidavits comprising part of the contract.

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.

_____ By: _____

Date

Signature

Print Name: _____

Authorized Representative and Affiant

**ATTACHMENT 15 STATE OF MARYLAND
VETERAN SMALL BUSINESS ENTERPRISE PARTICIPATION (VSBE)**

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: <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

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

ATTACHMENT 18 PERFORMANCE EVALUATION FORM

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.

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 _____ (Agency) _____ with a summary of the security clearance results for all of the candidates that will be working on Task Order _____ (Title and Number) _____ 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

ATTACHMENT 20 FUNCTIONAL REQUIREMENTS DOCUMENT

See – Functional Requirements in separate Microsoft Word file

ATTACHMENT 21 SOFTWARE FUNCTIONAL WORKSHEET

See – Software Functional Worksheet in separate Microsoft Excel file

ATTACHMENT 22- MCE IT ASSET LIST BY BUSINESS UNIT/ INSTITUTION

See – MCE IT Asset List by Business Unit/Institution in separate pdf file

ATTACHMENT 23- MCE NETWORK AND STANDALONE CONFIGURATIONS

See – MCE Network and Standalone Configurations in separate pdf file

ATTACHMENT 24- MCE BACKUP PROTOCOLS

See – MCE Backup Protocols in separate pdf file

TO Financial Proposal Instructions

Information provided in this Excel Workbook is for evaluation purposes only. Pricing and quantities of items do not reflect actual values that will be invoiced by the TO Contractor.

The Worksheets are locked. Please fill in ALL cells that are white in color.
Grey cells cannot be edited.

Submit both an Excel file and a signed PDF file with your TO Financial Proposal.

Time and Materials Labor Rates

The fully loaded hourly labor rate is the actual rate the State will pay for services and must be recorded in dollars and cents.

Labor Rates are not used in the price evaluation. They are provided in order to provide a rate for T&M Work Orders.

The maximum labor rate that may be proposed for any CATS+ Labor Category for Time and Materials shall not exceed the maximum for the CATS+ Master Contract year in effect on the TO Proposal due date.

Information provided in this Excel Workbook is for evaluation purposes only. Pricing and quantities of items do not reflect actual values that will be invoiced by the TO Contractor.

This attachment contains the following spreadsheets to be completed by the Offeror:

Summary

Software Pricing

Deliverable Pricing

Hardware and Devices

Operations and Maintenance

Time and Materials Labor Rates

Optional Software Pricing

Optional Hardware and Services

ERP System Solution Summary Pricing	
Description	Evaluated Price
Software Pricing	\$0.00
Deliverables	\$0.00
Hardware and Devices (Optional Purchase)	\$0.00
Operations and Maintenance	\$0.00
Time and Materials Labor Rates (Not included in fixed price evaluation)	N/A
Optional Software Pricing (Not included in fixed price evaluation)	N/A
Optional Hardware and Services (Not included in fixed price evaluation)	N/A
Total Evaluated Price	\$0.00

Company Name: Point of Contact: Address: Company Tax ID #: Office Phone Number: FAX Number: E-Mail Address:		Authorized Signature: Printed Name: Title: Date:	

SUBMIT THE EXCEL FILE AND ALL PAGES AS A .PDF FILE WITH THE TO FINANCIAL PROPOSAL

The fully loaded hourly labor rate is the actual rate the State will pay for services and must be recorded in dollars and cents. The fully loaded hourly labor rate cannot exceed the Master Contract Rate, but may be lower.

Software Pricing (Fixed Price)													
ERP Software Product													
Description	Number of users	Price per user	Initial Purchase or Licensing Price	Monthly Software licensing / maintenance price Year 2 per user - Optional	Annual Software licensing / maintenance price Year 2 - Optional	Monthly Software licensing / maintenance price Year 3 per user- Optional	Annual software licensing / maintenance price Year 3- Optional	Monthly Software licensing / maintenance price Year 4 per user- Optional	Annual software licensing / maintenance price Year 4- Optional	Monthly Software licensing / maintenance price Year 5 per user- Optional	Annual software licensing / maintenance price Year 5- Optional		
Licensing price less than	50		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		
Licensing price less than	100		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		
Licensing price less than	200		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		
Licensing price less than	300		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		
For evaluation purposes only the pricing of 300 users will be used											Total Evaluated ERP Software Price for 300 users	\$0.00	
Additional Software													
Description	Number of Licenses	Price Per License	Total Price	Description									
IBM Tivoli Storage Manager (TSM)			\$0.00										
Additional Required Software			\$0.00										
Additional Required Software			\$0.00										
											Total Additional Software	\$0.00	
											Total Software Price	\$0.00	

NOTE: TSM is the backup software used by DPSCS for backup to the DPSCS Storage Area Network (One license required per server proposed for an on-premises solution)

Deliverables (Fixed Price)					
10% Retainage	Deliverable Number(s)	Deliverable	Number of Phases	Proposed Price per Phase	Total Proposed Price
	2.8.4.1, 2.8.4.2, 2.8.4.3, 2.8.4.4	Project Planning (Kickoff Meeting, Startup Plan, Project Milestone Meeting, and Project Management Plan)	N/A	N/A	
	2.8.4.5, 2.8.4.6, 2.8.4.7, 2.8.4.8, 2.8.4.9, 2.8.4.10	Project Monitoring and Control (Weekly Status Meetings, Weekly Task Summary, Weekly Change Requests/Help Desk Reports, Weekly Project Schedule Updates, Monthly Status Report, Change Control Process)	N/A	N/A	Not Priced Separately
	2.8.4.11	Requirements Review and Gap Analysis	N/A	N/A	
	2.8.4.12	Data Conversion Plan	N/A	N/A	
	2.8.4.13, 2.8.4.14, 2.8.4.15, 2.8.4.16, 2.8.4.17	Initial System Load (Code Repository, SaaS URL, Delivery and Installation of Software, Initial Test Database and Load, Initial Development and Configuration)	N/A	N/A	
	2.8.4.18	Interim Operations Plan	N/A	N/A	
*	2.8.4.19	Training Documentation	N/A	N/A	
*	2.8.4.20	Phased – Specification development, configuration, training, and acceptance testing NOTE: Per phase based on implementation phases.			\$0.00
*	2.8.4.21	User Acceptance Test Plan	N/A	N/A	
*	2.8.4.22	Phased -Production System Implementation NOTE: Per phase based on implementation phases.			\$0.00
*	2.8.4.23	Final Production System Implementations	N/A	N/A	
	2.8.4.24, 2.8.4.25, 2.8.4.26	Software Pricing (See Software Pricing worksheet)	N/A	N/A	N/A
	2.8.4.27	SaaS Backup Plan (If Required)	N/A	N/A	
	2.8.4.28	Help Desk Services	N/A	N/A	
	2.8.4.29	Design SDLC Documentation	N/A	N/A	
	2.8.4.30	Development SDLC Documentation	N/A	N/A	
	2.8.4.31	Test SDLC Documentation	N/A	N/A	
	2.8.4.32	Implementation SDLC Documentation	N/A	N/A	
	2.8.4.33, 2.8.4.34, 2.8.4.35, 2.8.4.36, 2.8.4.37	End of Contract Transition (Transition Plan, Source Code, Debrief Meeting, Documentation, Materials)	N/A	N/A	
	2.8.4.38	Disaster Recovery Services	N/A	N/A	
		Total Deliverables Price	N/A	N/A	\$0.00

**For the Phased deliverables, enter the number of proposed phases and the proposed price per phase.
An Asterick (*) indicates that the deliverable will have a retainage per section 2.11 of the TORFP**

			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
Total Price for Installation and configuration services for the above listed hardware.			\$0.00	
Total Hardware and Devices			\$0.00	

Operations and Maintenance (Fixed Price O+M)									
Description	Proposed Monthly Fee - Year 2	Annual Fee - Year 2	Proposed Monthly Fee - Year 3 / Optional	Annual Fee - Year 3 / Optional	Proposed Monthly Fee - Year 4 / Optional	Annual Fee - Year 4 / Optional	Proposed Monthly Fee - Year 5 / Optional	Annual Fee - Year 5 / Optional	Total Operations and Maintenance
Operations and Maintenance		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Hardware Maintenance		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
								Total Maintenance	\$0.00

NOTE: Operations and Maintenance Phase start after final phased production delivery and final acceptance of the system
Operations and Maintenance tasks are per section 2.6.7 of the TORFP
Only bid Hardware Maintenance if Hardware is required for your ERP Solution.

Time and Materials Labor Categories and Rates

Offeror shall provide fully loaded rates for each year for all labor Categories deemed necessary to perform any additional work beyond the scope of the fixed price portion of this TO, as initiated through the Work Order Process.

Offeror may add additional CATS+ Labor Categories if desired.

Time and Material rates are NOT evaluated as a part of the price proposal.

The maximum labor rate that may be proposed for any CATS+ Labor Category for Time and Materials shall not exceed the maximum for the CATS+ Master Contract year in effect on the TO Proposal due date.

Time and Material Rates

Labor Category	Year 1	Year 2 - Optional	Year 3 - Optional	Year 4 - Optional	Year 5 - Optional
Program Manager					
Project Manager					
Senior Subject Matter Expert					
Subject Matter Expert					
Senior Computer Software Integration Analyst					
Senior Computer Specialist					
Computer Specialist					
Senior Computer Systems Analyst					
Junior Computer Systems Analyst					
Applications Programmer					
Applications Development Expert					
Senior Computer Systems Programmer					
Computer Systems Programmer					
Senior Computer Programmer					
Junior Computer Programmer					
Advanced Tech Senior Applications Developer					
Advanced Tech Applications Developer					
Senior Information Engineer					
Information Engineer					
Senior Information Technology Professional					

Database Manager					
Senior Database Management Specialist					
Junior Database Management Specialist					
Quality Assurance Manager					
Senior Quality Assurance Consultant					
Quality Assurance Specialist					
Testing Specialist					
Training Specialist/Instructor					
Senior Systems Engineer					
Systems Engineer					
Software Engineer					
Computer Operations Center Specialist					
Computer Operations Research Analyst					
Senior Operations Research Analyst					
Senior Systems Analyst					
Senior Information Technology Architect					
Senior Information Technology Planner					
Senior Application Architect					
Senior Computer Operator					
Computer Operator					
Office Automation Specialist					
Help Desk Manager					
Senior Help Desk Specialist					
Junior Help Desk Specialist					
Systems Administrator					
Senior Security Sys Specialist					
Comp Security Sys Specialist					
Data Security Specialist					
Systems Security Specialist					
Systems Security Research Analyst					
Research Analyst					
Documentation Specialist					
Technical Writer/Editor					
Project Control Specialist					

