

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

**OFFICE OF CHILD CARE (OCC) – CREDENTIALING BRANCH
MARYLAND CHILD CARE CREDENTIALING PROGRAM
HELP DESK, IMAGING, AND DATA ENTRY PROCESSING**

CATS+ TORFP # R00B4400108



STATE DEPARTMENT OF EDUCATION (MSDE)

Issue Date: March 13, 2015

**NOTICE TO BIDDERS/OFFERORS
SMALL BUSINESS RESERVE PROCUREMENT**

This is a Small Business Reserve TORFP for which award will be limited to certified small business vendors. Only businesses that meet the statutory requirements set forth in State Finance and Procurement Article, §§14-501 —14-505, Annotated Code of Maryland, and that are certified by the Department of General Services Small Business Reserve Program are eligible for award of a contract.

**NOTICE TO BIDDERS/OFFERORS
SMALL BUSINESS RESERVE SOLICITATION**

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For the purposes of a Small Business Reserve Solicitation, a small business is a for-profit business, other than a broker, that meets the following criteria:

- A. It is independently owned and operated;
- B. It is not a subsidiary of another business;
- C. It is not dominant in its field of operation; and
- D. Either:

(1) With respect to employees:

- (a) Its wholesale operations did not employ more than 50 persons in its most recently completed 3 fiscal years;
- (b) Its retail operations did not employ more than 25 persons in its most recently completed 3 fiscal years;
- (c) Its manufacturing operations did not employ more than 100 persons in its most recently completed 3 fiscal years;
- (d) Its service operations did not employ more than 100 persons in its most recently completed 3 fiscal years;
- (e) Its construction operations did not employ more than 50 persons in its most recently completed 3 fiscal years; and
- (f) The architectural and engineering services of the business did not employ more than 100 persons in its most recently completed 3 fiscal years; or

(2) With respect to gross sales:

- (a) The gross sales of its wholesale operations did not exceed an average of \$4,000,000 in its most recently completed 3 fiscal years;
- (b) The gross sales of its retail operations did not exceed an average of \$3,000,000 in its most recently completed 3 fiscal years;
- (c) The gross sales of its manufacturing operations did not exceed an average of \$2,000,000 in its most recently completed 3 fiscal years;
- (d) The gross sales of its service operations did not exceed an average of \$10,000,000 in its most recently completed 3 fiscal years;
- (e) The gross sales of its construction operations did not exceed an average of \$7,000,000 in its most recently completed 3 fiscal years; and
- (f) The gross sales of its architectural and engineering operations did not exceed an average of \$4,500,000 in its most recently completed 3 fiscal years.

Note: If a business has not existed for 3 years, the employment and gross sales average or averages shall be the average for each year or part of a year during which the business has been in existence.

Further information on the certification process is available at eMaryland Marketplace.

**CREDENTIALING PROGRAM
HELP DESK, IMAGING, AND DATA ENTRY PROCESSING
CATS+ TORFP # R00B4400108
PRE-PROPOSAL CONFERENCE INTENT TO ATTEND
Print or Type**

NAME OF COMPANY:

ADDRESS OF COMPANY:

FAX NUMBER:

E-Mail ADDRESS:

MINORITY BUSINESS ENTERPRISE (MBE): YES _____ NO _____

EXPECTED NUMBER OF ATTENDEES:

NAME OF PRIMARY CONTACT FOR
PURPOSES OF SENDING INFORMATION:

If you are unable to attend the Pre-Proposal conference or submit a proposal, for this project please fill out the bottom portion of this letter and return to:

**Maryland State Department of Education
Attention: June Dwyer: june.dwyer@maryland.gov
Procurement Section
200 West Baltimore Street
Baltimore, Maryland 21201**

____ I will ____ will not attend the pre-proposal conference

____ I will ____ will not submit a proposal for this project. If not, please explain:

Too busy at this time

Not engaged in this type of work

Site location too distant

Project too large/small (circle one)

Other (specify)

Signature _____ Title _____

Company Name _____

Date _____ Telephone No. _____

TABLE OF CONTENTS

KEY INFORMATION SUMMARY SHEET	7
SECTION 1 - ADMINISTRATIVE INFORMATION	8
1.1 TORFP SUBJECT TO CATS+ MASTER CONTRACT	8
1.2 ROLES AND RESPONSIBILITIES	8
1.3 TO AGREEMENT.....	9
1.4 TO PROPOSAL SUBMISSIONS	9
1.5 ORAL PRESENTATIONS/INTERVIEWS	9
1.6 QUESTIONS	9
1.7 TO PRE-PROPOSAL CONFERENCE	9
1.8 CONFLICT OF INTEREST	10
1.9 LIMITATION OF LIABILITY	10
1.10 CHANGE ORDERS	10
1.11 TRAVEL REIMBURSEMENT.....	10
1.12 MINORITY BUSINESS ENTERPRISE (MBE).....	10
1.13 VETERAN OWNED SMALL BUSINESS ENTERPRISE (VSBE).....	11
1.14 NON-DISCLOSURE AGREEMENT	11
1.15 LIVING WAGE.....	11
1.16 IRANIAN NON-INVESTMENT	12
1.17 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES.....	12
1.18 MERCURY AND PRODUCTS THAT CONTAIN MERCURY.....	12
1.19 PURCHASING AND RECYCLING ELECTRONIC PRODUCTS	12
1.20 DEFINITIONS	12
SECTION 2 -SCOPE OF WORK	16
2.1 PURPOSE.....	16
2.2 REQUESTING AGENCY BACKGROUND.....	16
2.3 PROJECT BACKGROUND	17
2.4 PROFESSIONAL DEVELOPMENT.....	20
2.5 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES.....	20
2.6 REQUIREMENTS	20
2.7 PERFORMANCE AND PERSONNEL	40
2.8 DELIVERABLES.....	42
2.9 MINIMUM QUALIFICATIONS	45
2.10 WORK ORDER PROCESS.....	46
2.11 INVOICING	47
2.12 SOC TYPE II AUDIT	48
2.13 RIGHT TO AUDIT.....	50
2.14 INCIDENT RESPONSE.....	50
2.15 SECURITY REQUIREMENTS	52
SECTION 3-TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS	55
3.1 REQUIRED RESPONSE	55
3.2 SUBMISSION	55
3.3 SUMMARY OF ATTACHMENTS	55
3.4 TO PROPOSAL FORMAT	56

SECTION 4- TASK ORDER AWARD PROCESS..... 60

4.1 OVERVIEW60

4.2 TO PROPOSAL EVALUATION CRITERIA.....60

4.3 SELECTION PROCEDURES.....60

4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT61

LIST OF ATTACHMENTS 62

ATTACHMENT 1 PRICE SHEET 63

ATTACHMENT 2 TO CONTRACTOR MINORITY BUSINESS ENTERPRISE FORMS..... 65

ATTACHMENT 2 -1A MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT & MBE PARTICIPATION SCHEDULE66

ATTACHMENT 2 -1A: MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT & MBE PARTICIPATION SCHEDULE68

ATTACHMENT 2 1B: WAIVER GUIDANCE71

ATTACHMENT 2 -1C: MBE ATTACHMENT GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST78

ATTACHMENT 2 -2: MBE ATTACHMENT OUTREACH EFFORTS COMPLIANCE STATEMENT
82

ATTACHMENT 2 -3A: MBE ATTACHMENT MBE SUBCONTRACTOR PROJECT PARTICIPATION CERTIFICATION83

ATTACHMENT 2 MBE ATTACHMENT 2-3B.....85

ATTACHMENT 2 -4A: MBE PRIME CONTRACTOR PAID/UNPAID MBE INVOICE REPORT86

ATTACHMENT 2 -4B: MBE PRIME CONTRACTOR REPORT.....87

ATTACHMENT 2 -5: SUBCONTRACTOR PAID/UNPAID MBE INVOICE REPORT.....88

ATTACHMENT 3 TASK ORDER AGREEMENT..... 89

ATTACHMENT 4 CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE 92

ATTACHMENT 5 LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY (INSTRUCTIONS) 93

ATTACHMENT 5 5A – MINIMUM QUALIFICATIONS SUMMARY95

ATTACHMENT 5 5B – PERSONNEL RESUME FORM.....96

ATTACHMENT 6 PRE-PROPOSAL CONFERENCE DIRECTIONS..... 98

ATTACHMENT 7 NOTICE TO PROCEED (SAMPLE)..... 99

ATTACHMENT 8 AGENCY RECEIPT OF DELIVERABLE FORM 100

ATTACHMENT 9 AGENCY DELIVERABLE PRODUCT ACCEPTANCE FORM..... 101

ATTACHMENT 10 NON-DISCLOSURE AGREEMENT (OFFEROR) 102

ATTACHMENT 11 NON-DISCLOSURE AGREEMENT (TO CONTRACTOR) 103

ATTACHMENT 12 TO CONTRACTOR SELF-REPORTING CHECKLIST 106

ATTACHMENT 13 LIVING WAGE AFFIDAVIT OF AGREEMENT..... 108

ATTACHMENT 14 MERCURY AFFIDAVIT 109

ATTACHMENT 15 STATE OF MARYLAND VETERAN SMALL BUSINESS ENTERPRISE PARTICIPATION (VSBE)..... 110
ATTACHMENT 16 CERTIFICATION REGARDING INVESTMENTS IN IRAN..... 111
ATTACHMENT 17 SAMPLE WORK ORDER..... 112
ATTACHMENT 18 CRIMINAL BACKGROUND CHECK AFFIDAVIT 113
ATTACHMENT 19 PERFORMANCE EVALUATION FORM 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).

Solicitation Name:	Office of Child Care (OCC) Credentialing Program Help Desk, Imaging, and Data Entry Processing
Solicitation Number (TORFP #):	R00B4400108
Functional Area:	Functional Area 6 – Systems/Facilities Management and Maintenance
Issue Date:	03/13/2015
Questions Due Date and Time:	04/02/2015 at 10:00 AM Local Time
Closing Date and Time:	04/17/2015 at 1:00 PM Local Time
TO Requesting Agency:	Maryland Department of Education (MSDE) 200 West Baltimore Street, Baltimore, MD 21201
Send Questions and TO Proposals to:	June Dwyer june.dwyer@maryland.gov
TO Procurement Officer:	June Dwyer, Procurement Officer Office Phone: 410-767-0116
TO Manager:	Angeline Bishop-Oshoko Office Phone Number: 410-767-6916 e-mail address: Angeline.Bishop-Oshoko@maryland.gov
TO Type:	Fixed Price
Period of Performance:	Three (3) years starting approximately June 1, 2015 with Two (2) one-year renewal periods
MBE Goal:	30 %
VSBE Goal:	0%
Small Business Reserve (SBR):	Yes
Primary Place of Performance:	Maryland Department of Education 200 West Baltimore Street, Baltimore, MD 21201
TO Pre-proposal Conference:	Maryland Department of Education 200 West Baltimore Street, Baltimore, MD 21201 03/26/2015 at 10:00 AM Local Time Conference Room 6, 8 th floor 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 time, defined as Eastern Standard Time or Eastern Daylight Time, whichever is in effect.

1.2 ROLES AND RESPONSIBILITIES

Personnel roles and responsibilities under the TO:

- A. **TO Procurement Officer** – The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement.
- B. **TO Manager** - The TO Manager has the primary responsibility for the management of the work performed under the TO Agreement; administrative functions, including issuing written directions; ensuring compliance with the terms and conditions of the CATS+ Master Contract. The TO Manager will assign tasks to the personnel provided under this TORFP and will track and monitor the work being performed through the monthly accounting of hours deliverable for work types; actual work produced will be reconciled with the hours reported.
- C. **TO Contractor** – The 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. The TO Contractor will provide invoices as specified under Section 2.11 Invoicing. The TO Contractor is responsible for making payments to the TO Contractor personnel.
- D. **TO Contractor Manager** - TO Contractor Manager will serve as primary point of contact with the TO Manager to regularly discuss progress of tasks, upcoming tasking, historical performance, and 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.
- E. **TO Contractor Personnel** – Any resource provided by the TO Contractor in support of this TO over the course of the TO period of performance.
- F. **Proposed 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 and exact time stated in the Key Information Summary Sheet above. The date and time of submission is determined by the date and time of arrival in the TO Procurement Officer's e-mail inbox or in the MSDE mail room.

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 Agreement is awarded to the Offeror. The TO Procurement Officer will notify Offeror of the time and place of oral presentations.

Interviews, which are a type of oral presentation, will be performed in person for all Offerors meeting minimum qualifications. All candidates shall be interviewed in substantially the same manner.

1.6 QUESTIONS

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

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

1.7 TO PRE-PROPOSAL CONFERENCE

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

Attendees should bring a copy of the TORFP and a business card to help facilitate the sign-in process.

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

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

1.8 CONFLICT OF INTEREST

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

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

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

1.9 LIMITATION OF LIABILITY

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

1.10 CHANGE ORDERS

If the TO Contractor shall 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 is required. The TO Contractor and TO Manager shall negotiate a mutually acceptable price modification based on the TO Contractor's proposed rates in the Master Contract and scope of the work change. 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 performed in completing tasks for this TORFP shall be reimbursed in accordance with the CATS+ Master Contract.

1.12 MINORITY BUSINESS ENTERPRISE (MBE)

This TORFP has an MBE goal 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

MSDE 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) and MBE Prime Contractor Report (Attachment 2-4B) to MSDE 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 MSDE. The TO Contractor shall e-mail all completed forms, copies of invoices and checks paid to the MBE directly to the TO Manager.

1.13 VETERAN OWNED SMALL BUSINESS ENTERPRISE (VSBE)

This TORFP does not have a VSBE goal as stated in the Key Information Summary Sheet above.

1.14 NON-DISCLOSURE AGREEMENT

1.14.1 NON-DISCLOSURE AGREEMENT (OFFEROR)

Certain system documentation may be available for Master Contractors to review at a reading room at MSDE address Master Contractors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of Attachment 10. Please contact the TO Procurement Officer to schedule an appointment.

1.14.2 NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

Certain system documentation may be required by the TO in order to fulfill the requirements of the TO Agreement. The TO Contractor, 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 proposed 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 form. Subsequently, at six month intervals from the due date on the initial checklist, the TO Contractor shall update and resend the checklist to DoIT.

1.18 MERCURY AND PRODUCTS THAT CONTAIN MERCURY

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

1.19 PURCHASING AND RECYCLING ELECTRONIC PRODUCTS

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

1.20 DEFINITIONS

Acceptable Use Policy (AUP)	A document stipulating constraints and practices that a user must agree to for access to a corporate network or the Internet. .
Access	The ability or the means necessary to read, write, modify, or communicate data/information or otherwise use any system resource.
Business Day	Monday through Friday (excluding State holidays)
End User License Agreement (EULA)	The terms of service governing access to and use of the software services provided pursuant to this Task Order.
Handle Data	Collect, store, transmit, have access to data
Information System	An interconnected set of information resources under the same direct management control that shares common functionality. A system normally includes hardware, software, information, data, applications, communications, and people.
Information Technology (IT)	Information Technology
Local Time	Time in the Eastern Time zone as observed by the State of Maryland. Unless otherwise specified, all stated times shall be Local Time, even if not expressly designated as such
Normal State Business Hours	Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except State Holidays, which can be found at: www.dbm.maryland.gov – keyword: State Holidays

Notice to Proceed (NTP)	A written notice from the TO Procurement Officer that work on the project or Work Order shall begin on a specified date. After Task Order commencement, additional NTPs may be issued by either the TO Procurement Officer or the TO Manager regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.
NTP Date	The date specified in an NTP for work on the project or work order to begin.
Offeror	A Master Contractor that submits a proposal in response to this TORFP.
Security Breach	A security incident in which Sensitive, protected or confidential data is intentionally or unintentionally released to an untrusted environment, including: copied, transmitted, viewed, stolen or used by an individual unauthorized to do so. Data breaches may involve financial information such as credit card or bank details, personal health information (PHI), Personally identifiable information (PII), trade secrets or intellectual property.
Security Incident	Attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
Security or Security Measures	All of the administrative, physical, and technical safeguards in an information system.
Sensitive Data	Sensitive Information includes personally identifiable information (PII), protected health information (PHI) or other proprietary or confidential data as defined by the State.. PII is information about an individual that (1) can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; (2) is linked or linkable to an individual, such as medical, educational, financial, and employment information; (3) falls within the definition of “personal information” under Md. Code Ann., State Govt. § 14-3501(d); or (4) falls within the definition of “personal information” under Md. Code Ann., St. Fin. & Proc. § 10-1301(c).
Service Level Agreement (SLA)	The performance levels governing TO Contractor support of the System and associated liquidated damages.
SLA Activation Date	The date that steady state services and charges commence for this Task Order
Software as a Service (SaaS)	Software-as-a-Service (SaaS) as used in this document is defined as the capability provided to the State to use the TO Contractor’s applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin client interface such as a Web browser (e.g.,

	<p>Web-based email) or a program interface. The State does not manage or control the underlying cloud infrastructure, including network, servers, operating systems, or storage, but may be permitted limited user-specific application configuration settings.</p> <p>Under SaaS, the TO Contractor is responsible for the acquisition and operation of all hardware, software and network support related to the services being provided, and shall keep all software current. The technical and professional activities required for establishing, managing, and maintaining the environments are the responsibilities of the TO Contractor.</p>
State	The State of Maryland
Subcontractor	An agent, service provider, supplier, or vendor selected by the TO Contractor to provide subcontracted services or products under the direction of the selected TO Contractor or other Subcontractors, and including any direct or indirect Subcontractors of a Subcontractor.
System	<p>All software, hardware, and manual items necessary to fully support the Maryland Child Care Credentialing Program as defined in Section 2 of this TORFP, to include an electronic database management system (EDMS), a help desk, and non-technical items such as mail support and other manual processes. The System includes all System Source Materials developed as a result of this Task Order. Note that the CCATS system itself is not included in the System, with the exception of CCATS interfaces required to support IVR and help desk functions, and the manual operation of the CCATS System in performing the credentialing application process.</p> <p>All Upgrades shall be provided at no additional cost to the State.</p>
System Source Materials	<p>Those materials necessary to wholly reproduce and fully operate the System in a manner equivalent to the original System including, but not limited to:</p> <ul style="list-style-type: none"> a. The executable instructions in their high level, human readable form which are in turn interpreted, parsed and or compiled to be executed as part of the computing system ("source code"). This includes source code created by the TO Contractor or Subcontractor(s) and source code that is leveraged or extended by the TO Contractor for use in the project. b. All associated rules, reports, forms, templates, scripts, data dictionaries and database functionality. c. All associated configuration file details needed to

	<p>duplicate the run time environment as deployed in the original system.</p> <p>d. All associated design details, flow charts, algorithms, processes, formulas, pseudo-code, procedures, instructions, help files, programmer’s notes and other documentation.</p> <p>e. A complete list of third party, Open Source, or commercial software components and detailed configuration notes for each component necessary to reproduce the system (e.g., operating system, relational database, and rules engine software).</p> <p>f. All associated training materials for business users and technical staff</p>
Task Order (TO)	The scope of work described in this TORFP
Task Order Agreement	The contract awarded to the successful Offeror pursuant to this Task Order Request for Proposals, the form of which is attached to this TORFP as Attachment 3.
TO Proposal	As appropriate, either or both an Offeror’s Technical or Financial Proposal to this TORFP
TO Request for Proposals (TORFP)	This Task Order Request for Proposal, including any amendments / addenda thereto
Technical Safeguards	The technology and the policy and procedures for its use that protect electronic protected health information and control access to it
Total Evaluated Price	The Offeror’s total proposed price for products/services proposed in response to this solicitation, included in the TO Price Sheet, and used in the financial evaluation of TO Proposals.
Upgrade	A new release of any component of the System containing major new features, functionality and/or performance improvements. An Upgrade would conventionally be indicated where the version number is changed by incrementing the numeric digits to the left of the decimal point, e.g., versions 1.0, 2.0, 3.0, and 4.0 would each typically be Upgrades to prior versions.
Veteran-owned Small Business Enterprise (VSBE)	A business that is verified by the Center for Veterans Enterprise of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13.
Work Order	A subset of work performed under the general scope of this TORFP, which is defined in advance of fulfillment, and which may not require a TO Agreement Modification.
Working Day(s)	Same as “Business Day”

SECTION 2 -SCOPE OF WORK

2.1 PURPOSE

The MSDE is issuing this CATS+ TORFP to one Master Contractor to provide imaging, data entry, and help desk services for the Office of Child Care (OCC) - Credentialing Branch in accordance with MSDE policies. The Master Contractor shall have in place the required equipment and experience with scanning and indexing documents; data entry; and providing information and technical support via help desk services.

As part of the evaluation of the proposal for this TO, **Master Contractors shall propose exactly one (1) named resource** and shall describe in a Staffing Plan how additional resources shall be acquired to meet the needs of the TO Requesting Agency. All other planned positions shall be described generally in the Staffing Plan, and may not be used as evidence of fulfilling company or personnel minimum qualifications.

MSDE expects one (1) resource to be available as of the start date specified in the Notice To Proceed (NTP).

MSDE intends to award this Task Order to one (1) Master Contractor that proposes a resource and a Staffing Plan that can best satisfy the TO requirements.

2.2 REQUESTING AGENCY BACKGROUND

MSDE provides leadership, support, and accountability for effective systems of public education, library services and rehabilitation services. The Division of Early Childhood Development (DECD), which includes the Office of Child Care, contributes to the Department's mission by establishing programs and initiatives that support the goal of having all children enter kindergarten with the necessary skills to be ready to learn. The Office of Child Care administers federal Child Care Development Block Grant and is responsible for the implementation of regulations concerning Maryland's child care facilities. The Credentialing Branch is located within the DECD/OCC and is responsible for the Maryland Child Care Credential Program, Accreditation Project, Accreditation Support Awards, Child Care Career and Professional Development Fund, and the Approval of Trainers and Training for child care providers. The goals of the Credentialing Branch are to ensure that child care providers and programs:

1. Have a pathway for professional development and quality improvement;
2. Have access to quality training opportunities; and
3. Are recognized for achieving quality benchmarks.

Established in July 2001, the Maryland Child Care Credential is a voluntary quality initiative that recognizes child care providers who go beyond the minimum requirements of State licensing and registration regulations. It is a professional development career pathway. There are seven staff credential levels and four administrator credential levels, each one recognizing a child care provider's achievement of a specified number of education and training clock hours, experience and professional activities recognized as fundamental for providing quality child care programs. Participating providers are required to complete training in six Core of Knowledge areas that have been identified as essential knowledge to develop the skills and practices to provide the best possible care for the children and families they serve. Regulations for the Maryland Child Care Credential Program are found in

COMAR 13A.14.09. As of April 2014, there are approximately 5,950 child care center staff and 695 family child care providers participating in the Credentialing program.

To ensure that trainings offered to child care providers meet the criteria and needs of the child care community; the Credentialing Branch approves individual trainers, training organizations, and training content. Child care training is defined under three distinct categories: pre-service training, core of knowledge training and continued training. Child care training approval requirements are found in COMAR 13A.14.08.

At the time of this solicitation, the Credentialing Branch is processing new and renewal Credential applications. The Branch receives approximately 150 new applications and 550 renewal applications monthly. Credentialing documentation, which is entered into CCATS, includes training clock hours, education and degree information, experience, and professional activity unit documentation. Application packets include an application form and can have approximately 30 documents attached.

Beginning in August 2004 and phased in over two years the Child Care Administrative Tracking System (CCATS) was implemented to capture information on credentialing, licensing, and child care subsidy program participation. CCATS is a centralized system to store and process integrated information that supports the collection of education, experience, professional activity participation, and identifying information on individuals and organizations. Separate contracts and task orders are in place to provide system engineering, hosting, and a level 2 technical help desk for the CCATS application. CCATS is an internal application, designed for use by staff and MSDE contractors. User access to CCATS is browser based, but requires a secure connection through the MSDE firewall. A Child Care portal is in development which will allow child care providers and personnel to view their credentialing status and history, as well as their other agency records.

2.3 PROJECT BACKGROUND

The Office of Child Care Credentialing Branch receives applications for credentialing programs via mail from child care providers and trainers. The applications are manually date stamped and entered into a tracking log that is part of CCATS. The applications are distributed to the assigned program staff and data entry personnel for evaluation and entry into the Child Care Administrative Tracking System (CCATS). CCATS is used by the Division of Early Childhood Development (DECD) Office of Child Care to track child care provider and customer information, as well as process applications for the Licensing Branch, the Child Care Subsidy Branch and the Credentialing Branch.

CCATS is a web-based application developed in Java 2 Enterprise Edition (J2EE). In 2013-2014 the system was migrated from International Business Machines (IBM) Web sphere application server (v5.1) to Dell servers running Windows 2008 and Web logic. The database continues to be IBM Database 2 (DB2) (v9.5). The application environment consists of a production application server, a test application server, a training application server and a database server running as virtual environments.

The Business Objects XI software has been implemented as the reporting solution. The reporting environment includes a production Business Objects Server and a test Business Objects server. Currently the application is implemented on the MSDE secure intranet utilizing network MarylandTM as the wide area network.

The steps for processing an application are:

Child Care Credential Processing:

CURRENT PROCESS	NOTES FOR NEW PROCESS COVERED BY THIS TORFP
1. Incoming applications are received, physically stamped and logged into the CCATS tracking log	To be performed by TO Contractor
	Incoming application documentation is scanned into EDMS by TO Contractor
2. If applicant does not have a CCATS party ID or is not associated to a center in CCATS, the application is forwarded to the credentialing Specialist who contacts the Regional office to associate the individual to the center of employment. The applicant is then sent a notification letter or e-mail to inform applicant of the status of the application. If the applicant has multiple party ids, there is an additional step to resolve the multiple party ids.	<p>The Credentialing Specialist is an MSDE staff member.</p> <p>TO Contractor creates a help desk ticket and electronically notifies the child care provider and the Credentialing Specialist of an issue. TO Contractor contacts the regional office to resolve the issue.</p> <p>If the issue is multiple party IDs, the TO Contractor sends the help desk ticket to the Credentialing Specialist for resolution.</p>
3. If applicant has a CCATS ID, associated to the center of employment, and does not have multiple party ids, application is sent to Data Entry personnel.	TO Contractor performs this step
4. Search in the credentialing database to match this person/CCATS ID. Upon locating the CCATS record for the applicant the data entry personnel choose the appropriate case to enter the information submitted.	TO Contractor performs this step
5. If application and application packet is incomplete, the application packet is returned with an incomplete letter.	TO Contractor performs this step

<p>6. Each component is entered into the CCATS.</p> <ul style="list-style-type: none"> a. Experience information – Search and Validate Child Care Provider information is entered and a provider identified. Dates of employment, age group assignment and other information as indicated are entered. b. Education documentation – from the dropdown the type of diploma/degree is selected, the date conferred, name of school and other pertinent information is data entered. c. Training – each training certificate and college course (as appropriate) are entered into CCATS. The training/course title or additional information as needed are used to locate the course in CCATS. Once the course is identified, the date of completion is entered into the data system and saved. 	<p>TO Contractor performs this step</p>
<ul style="list-style-type: none"> d. Coursework that are not in the CCATS or are not approved by MSDE (such as university courses) is submitted to the Training Approval Coordinator to research and add into CCATS. 	<p>Training Approval Coordinator is an MSDE staff member TO Contractor sends an e-mail to alert Training Approval Coordinator.</p>
<ul style="list-style-type: none"> e. Professional Activity Units (PAUs) – documentation submitted by the applicant is reviewed and determined as meeting the criteria for PAUs. Using the dropdown and type of PAU is chosen and a date entered. 	<p>Performed by TO Contractor</p>
<p>7. Upon the entering of all information into CCATS (experience, education, training and PAUs) the Credential level is calculated by the system using the Calculate Credential Level function.</p>	<p>CCATS system performs this function</p>
<p>8. The data entry personnel review the result of the Credential level calculation – if it is the expected result based on the documentation submitted, the certificate and letter of accomplishment are printed and submitted to a Credentialing Specialist for review and final processing.</p> <p>If the result is not what was to be expected (i.e. lower level assigned by CCATS than expected) further review of the documentation and data entered is completed. Corrections are made as indicated or support is requested from the</p>	<p>Performed by TO Contractor</p> <p>Current process: print the letter and send to Credentialing Specialist.</p> <p>Future: after CCATS enhancements, route the application electronically to the Credentialing Specialist for decision</p> <p>TO Contractor prints a certificate and letter. MSDE makes final approval for</p>

<p>Credentialing Specialist. Providers call with a variety of questions. Phone calls range from about 50 to 100 calls daily, with occasional higher volumes depending on the number of applications submitted and whether there has been a system issue. Phone calls are currently returned within 48 hours of receipt.</p>	<p>payments. Volume of calls will increase over the course of this TORFP as the program expands.</p>
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Note: Under this TO R00B4400108, the following steps will be performed by the TO Contractor:
1, 2,

Scanning, imaging, indexing, and storing of information received will only apply to the following programs: Credentialing, Training Voucher/Reimbursement; Trainer and Training Approval; Child Care Career and Professional Development Fund; and Accreditation Support Fund.

2.4 PROFESSIONAL DEVELOPMENT

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

The TO Contractor shall ensure continuing education opportunities for the personnel provided to support this TORFP. Actual course costs, travel, and related expenses are the responsibility of the TO Contractor. Eligible continuing education shall be associated with technologies currently used or anticipated for use by MSDE in the near future.

2.5 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES

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

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

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

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

- A. The State of Maryland System Development Life Cycle (SDLC) methodology
- B. The Department of Information Technology Security Policy and Standards
- C. The State of Maryland Information Technology Non-Visual Access Standards
- D. The TO Contractor shall follow project management methodologies consistent with the Project Management Institute’s Project Management Body of Knowledge Guide.
- E. TO Contractor assigned personnel shall follow a consistent methodology for all TO activities.

2.6 REQUIREMENTS

2.6.1 TRANSITION-IN REQUIREMENTS

- A. The TO Contractor shall transition activities from MSDE staff to TO Contractor Personnel within thirty (30) days after the Task Order start date. MSDE will furnish in Word format, help

desk scripts, FAQs, IVR configuration selections, recorded messages, and any other necessary information to transition Help Desk functions.

B. As part of the transition-in activities for this Task Order, TO Contractor shall:

1. Establish an electronic index and storage system (electronic data management system) meeting the requirements in this TORFP.
2. Establish a toll-free number for answering provider calls, and perform all necessary setup activities to begin accepting calls from providers, as described in requirements within this TORFP.
3. Establish and set-up an Integrated Voice Response (IVR) system available 24x7x365 for providers to access via IVR information on credentialing, as more fully described in Section 2.6.11, and 2.6.11.1.
4. Provision equipment for TO Contractor Personnel as specified in 2.6.10.
5. Establish and provide to MSDE process documentation for imaging and IVR systems provided under this task order describing:
 - a. Data Disaster Recovery procedures
 - b. Security procedures, including frequency of vulnerability security scans and
 - c. Availability, planned maintenance, and change implementation procedures
6. The TO Contractor shall create and manage a project schedule for transition-in activities.
7. The TO Contractor shall lead weekly transition-in meetings with MSDE.
8. The TO Contractor shall hold a transition-in wrap-up meeting to confirm all transition activities are complete. The TO Manager will indicate when Transition-In activities are considered complete.
9. TO Contractor shall provide a plan for scanning, indexing, and organizing historical documentation on a mutually agreed-upon schedule between MSDE and TO Contractor.
10. TO Contractor shall pick up historical data from MSDE a week after contracts begin date.
11. TO Contractor shall begin scanning and indexing historical data.
12. TO Contractor shall set up a PO Box for all incoming mail and is responsible for pick-up of all incoming mail from this location.
13. TO Contractor shall provide training for all TO Contractor data entry staff and customer service representatives on a mutually agreed-upon schedule between MSDE and TO Contractor.
14. TO Contractor must provide as part of the TO Proposal a schedule for implementing the electronic data management system.
15. TO Contractor shall begin implementation of the data electronic data management system (EDMS).

C. Monthly billing of fixed price services shall not begin until transition-in is completed and the TO Contractor's system is verified to be functional. The commencement of monthly fixed price services is also the SLA Activation Date.

2.6.2 TRANSITION OUT REQUIREMENTS

- A. At the end of the Task Order, the TO Contractor shall support an orderly transition to a new contractor. This transition shall include:
1. Work with MSDE and the new contractor to identify all transition activities.
 2. Provide updated documentation on the electronic data management system.
 3. Turn over all data, configuration files, and any custom code constructed for the electronic data management system and/or other technical support systems developed under this task order to MSDE and/or a contractor designated by MSDE.
 4. Provide up to six (6) weeks of hands-on training to MSDE technical staff or a contractor designated by MSDE.
 5. Provide scripts and other help desk training materials to MSDE.
 6. Transition any materials and hard copy correspondence not yet destroyed to MSDE or a contractor designated by MSDE.
 7. All work products related to application support, including system documentation, meeting notes and e-mails, shall be organized and turned over to MSDE at the conclusion of the task order (See Section 2.6.10).
- B. Within 5 days after completion of this Task Order, TO Contractor shall work with MSDE OIT to, at no charge, transition the data, customizations, and configuration of the electronic data management system to a secure hosting space at MSDE.

2.6.3 TO CONTRACTOR RESPONSIBILITIES

The TO Contractor shall provide staffing and resources to fully perform the following services.

2.6.3.1 Imaging, Indexing, and Storing Provider Documentation

- A. TO Contractor shall maintain child care provider applications and files in an organized electronic data management system.
- B. The TO Contractor shall image, index, and store all documents to an appropriate location (e.g., folder).
- C. MSDE must be able to view the images from the MSDE central office using only a web browser.
- D. The Offeror must currently have deployed or shall develop and deploy prior to the start date of the Task Order an organized electronic data management system that must be readily available before the Task Order start date that makes documents easy to locate by keyword search and intuitive organization structure.
- E. TO Contractor shall scan and index historical documents so that they can be easily located.
- F. The electronic data management system shall store images and data for five (5) years.
- G. All data shall be retrievable within 5 minutes.
- H. All historical data shall be scanned and indexed within 60 days of NTP.

- I. TO Contractor shall destroy all historical data 30 days after indexing. While we expect shredding of document within 30 days of scanning, no shredding shall occur without prior written approval from MSDE. MSDE Staff will make periodic visits to monitor shredding of documents.
- J. TO Contractor shall scan historical data concurrently with new incoming data. Offerors shall describe in their Technical Proposals how historical data scanning and indexing can be validated by MSDE upon completion.
- K. MSDE will conduct periodic visits to monitor the quality of scanning and indexing. If deficiencies are found in the quality of scanning that is greater than one percent and deficiencies in indexing are greater than two percent.
- L. The TO Contractor shall meet with MSDE to resolve the error. If error is not resolved within a 15 day period, MSDE will withhold payments until error is resolved.

2.6.3.2 Imaging and Indexing System

- A. TO Contractor shall propose a browser-based imaging and indexing EDMS system which allows MSDE to view the images at the MSDE central office.
- B. TO Contractor shall describe in its technical proposal design for imaging and scanning.
- C. The Electronic data management system shall be operational at MSDE no later than 90 days after the notice to proceed.
- D. The system shall capture and accept document images from paper documentation of various paper and printing colors, sizes and conditions, as well as electronic images from a standard disk or flash drive.
- E. The system shall index documents by using a unique document identifier, specified by the TO Contractor.
- F. The system shall store all electronic documents for the duration of the Task Order and shall be transferrable to MSDE in a mutually agreeable electronic format upon termination or the end of the TO Agreement.
- G. The system shall allow documents to be retrieved by the user entering a unique identifier or search terms including, but not limited to, CCATS party id, CCATS Credentialing case id, individual name, provider name.
- H. The system shall allow documents to be secure and only accessed by users approved by the TO Contractor and MSDE. The number of non-TO Contractor users is expected to number less than 25.
- I. The system shall allow the user to add additional search criteria (i.e., “fine tune”) to existing search results.

- J. The system software shall be updated when a new version of the selected product becomes available. If current functioning will be negatively affected, the TO Contractor shall coordinate the timing and necessary transition to update the system software.
- K. The TO Contractor shall include pricing for imaging and indexing services in the proposed fixed price.
- L. Any Imaging system used in conjunction with the TO Contractor's services shall incorporate a standards-based environment. Such an environment shall include a comprehensive set of standards-based interfaces, services and supported formats that enable portability and interoperability of applications and data. Standards allow systems to change over time without significant risk of losing records. Standards also facilitate the importing and exporting of images. All aspects of the design and use of the imaging system shall be documented.
- M. TO Contractor shall develop, at a minimum, the following documentation in support of this Task Order, updating this information as required throughout the term of the Task Order:
 - 1. Administrative procedures for imaging, storing and retrieving records.
 - 2. Technical specifications for all components of the system.
 - 3. Problems encountered in the operation of the system and measures taken to address such Problems. A problem report shall be provided in to the TO Contractor on a weekly basis.

2.6.3.3 Processing Applications

- A. TO Contractor shall correctly process applications submitted (via mail and/or electronic) within the timeframe specified in Section 2.6.8. The TO Contractor is responsible for performing all process steps described in section 2.3 Project Background, as updated during the course of the Task Order to take advantage of new CCATS functionality.
- B. The TO Contactor shall provide MSDE access to a centralized location containing all Credential application processing functions (the EDMS).
- C. The TO Contractor shall use the CCATS application to enter and process completed applications and documentation for the Credentialing programs.
- D. The TO Contractor shall send an automated e-mail to inform applicant that the application was received.
- E. The EDMS must be available during the days and hours MSDE is open for business which is Monday through Friday from 8:00 a.m. to 5:00 p.m.
- F. The TO Contractor shall document any issues with the EDMS, including issues reported by MSDE, in a ticketing system provided by the TO Contractor. Issues with the EDMS recorded in the ticketing system are referred to in the SLA Section 2.6.8 as "Problems."
- G. The TO Contractor shall re-process identified applications in the CCATS system as identified by MSDE and/or help desk calls from child care providers. (The credentialing process sometimes produces an incorrect result that then needs resolution and re-processing of an existing application.)

2.6.3.4 Help Desk

- A. The TO Contractor shall provide a toll-free telephone number and e-mail address for child care providers to access information regarding their application status; application completion; bonus/reimbursement status; and bonus/reimbursement payment process date. Note: child care providers do not have access to the CCATS nor to the EDMS systems.
- B. Customer service representatives are required to be available during the days and hours MSDE is open for business which is Monday through Friday from 8:00 a.m. to 5:00 p.m.
- C. Customer service representatives shall address child care provider issues either on the telephone or through e-mail.
- D. Customer service representatives shall record each child care provider issue in a ticketing system provided by the TO Contractor.
- E. Tickets shall be resolved by TO Contractor whenever possible. The TO Contractor shall assign tickets to MSDE personnel when the issue requires additional investigation and resolution.
- F. TO Contractor Personnel may also be required to provide occasional support outside of core business hours, including evenings, overnight, and weekends, to support: specific efforts and emergencies to resolve system repair or restoration.

2.6.3.5 Testing New CCATS Enhancements

- A. TO Contractor shall test modifications, changes and improvements to the CCATS environments using scripts provided by MSDE and in coordination with the CCATS UAT manager.
- B. The TO Contractor shall document results of the testing scripts run in a table format provided by MSDE.
- C. The TO Contractor shall report any issues with the CCATS application to the CCATS help desk, which is managed by a separate contract.

2.6.3.6 Training

- A. Initial training of TO Contractor personnel, including customer service representatives, will be provided by MSDE Credentialing staff. Training will include reviewing and processing Credential program applications and customer service staff.
- B. Following initial training, the TO Contractor shall develop and implement a comprehensive training program for all TO Contractor personnel to include initial and ongoing training.
- C. MSDE will conduct an initial training in the event of a change in regulations, policies or procedures.
- D. Initial training shall be completed within 30 days as part of the transition-in activities.

2.6.3.7 Reports

The TO Contractor shall develop and distribute Monthly Outcomes Report documenting progress and areas of improvement for each contract area and submit to the MSDE identified staff.

2.6.3.8 Quality Assurance

High quality customer service is a key goal of MSDE. The TO Contractor will be subject to meeting annual performance standards.

- A. The TO Contractor shall develop and implement an ongoing program for measuring and reporting its performance to MSDE that focus on Credential application processing accuracy, employee relations, customer service, continuous improvement, and partnerships.
- B. MSDE may also audit these reports and conduct its own audits of the TO Contractor’s performance at its sole discretion.

ID #	Functional / Business Requirements	Associated Deliverable ID # from Section 2.8.4 below as applicable
2.6.3.8.1	<p>Imaging, Indexing, and Storing Credential Documentation</p> <p>A. Data Management The TO Contractor shall:</p> <ol style="list-style-type: none"> 1. Receive, scan, index, store, manage, and destroy new and historic documents. Approximate number of new documents monthly: <ol style="list-style-type: none"> a. Credentialing – 20, 000 b. Training Voucher/Reimbursement – 2,000 c. Child Care Career and Professional Development Fund – 1,000 d. Accreditation Support – 200 e. Trainer Approval – 200 f. Training Approval – 2,000 2. Maintain an electronic data management system that is user friendly and accessible to MSDE Credentialing Staff as reference in 2.6.3.1 3. Retrieve historical Credential program documents from MSDE for scanning, indexing, and storing. There are approximately 500,000 historical documents. 4. Provide access of all images to MSDE Credentialing staff (approximately 15 users). 5. Maintain server space for all historical and new documents. 6. Destroy all original documents within 45 days of scanning and indexing. <p>B. Indexing The TO Contractor shall index:</p> <ol style="list-style-type: none"> 1. Credential program applications by First Name, Last Name, CCATS Party ID, County and Region, and other sub-categories to include Application Type; Experience; Education; Training; Professional Activity Units; Letters; and Certificates. 2. Training Voucher/Reimbursement applications by First Name, 	2.8.4.1

	<p>Last Name, and CCATS Party ID.</p> <ol style="list-style-type: none"> 3. Child Care Career and Professional Development Fund applications by First Name; Last Name; CCATS Party ID; and College/University Name. 4. Accreditation Support Fund applications by Provider/Center Name, CCATS Provider ID and Accreditation Organization Name. 5. Trainer Approval by Organization/Individual Name, and CCATS Party ID. 6. Training Approval by Organization/Individual Name, CCATS Party ID and Training Type. 	
<p>2.6.3.8.2</p>	<p><u>Processing Applications</u></p> <p>A. Data Management The TO Contractor shall:</p> <ol style="list-style-type: none"> 1. Scan application and documentation within five (5) business days of receipt. 2. Maintain organized and accurate provider files in a database accessible to MSDE staff (EDMS). 3. Ensure that provider records are secured and confidentiality policies are followed. <p>B. Data Entry Processing The TO Contractor shall:</p> <ol style="list-style-type: none"> 1. Process complete application submissions (via mail and/or electronically) within 30 days of receipt. 2. Refer applications for fraud investigation to the Credentialing Specialist if needed. 3. Submit an error report immediately when discovered to CCATS Project Manager. 4. Contact provider via phone call, e-mail, or postal if application is incomplete within 5 days of receipt. 5. Send e-mail to Licensing Regional Manager if applicant is not associated to a center. 6. Send notification to provider via e-mail or regular mail if applicant is not associated to a center. 7. Refer file to Credentialing Specialist if applicant has multiple party IDs in CCATS. <p>C. Credential Letter and Certificates The TO Contractor shall generate, print and mail:</p> <ol style="list-style-type: none"> 1. Credential letter and certificate for each completed application. 2. Incomplete letter for each improperly submitted application packet. 3. Correction letter for each processed application identified as having an incorrect result and a subsequent corrected result. 	<p>2.8.4.1</p>
<p>2.6.3.8.3</p>	<p><u>Help Desk</u> The TO Contractor shall:</p>	<p>2.8.4.2 and 2.8.4.7</p>

	<ul style="list-style-type: none"> A. Provide Help Desk services that include Interactive Voice Response (IVR) in English and Spanish for application status and bonus/reimbursement status, Automated E-mails for application receipt, application completion, and bonus/reimbursement payment process date, E-Mail inquiry and response and live Help Desk services. B. Calls are to be answered within two (2) rings (Current volume is 50-100 calls per month). Busy signals are unacceptable. C. Respond to, track and resolve questions and issues for all Credentialing Branch programs. D. Ensure Help Desk staff respond to any messages left via voice mail or e-mail within 48 hours of receipt or not later than the close of the next business day. E. Maintain information, in an electronic format, about Help Desk contacts (calls and e-mails) that includes, the date of receipt of all contacts, the date the contact responded to, the type of contact made, the Credentialing program category, the nature of the contact (inquiry, status, problem, etc.), and the resolution of the contact. F. TO Contractor must evaluate monthly the sufficiency of the number of telephone lines installed and provide a report to MSDE and Call Center Program Managers. As call volumes increase, TO Contractor shall install additional lines and/or equipment and/or personnel. G. Develop FAQ's in response to the most frequently asked questions/topics received by the Help Desk. H. Call Scripts. The TO Contractor shall develop all scripts to suit the needs of MSDE and its help desk for the purpose of easy flow in IVR. The connectivity and integration with different systems would be performed by the TO Contractor to the satisfaction of MSDE (See Section 2.6.12 IVR operations). 	
<p>2.6.3.8.4</p>	<p><u>Testing New CCATS Enhancements</u></p> <p>TO Contractor shall test new CCATS enhancements in the production environment using scripts developed by MSDE whenever updates are made. CCATS testing will not prevent stoppage of work.</p> <p>Testing is the same steps as processing applications.</p> <p>Refer to Section 2.3.</p>	<p>2.8.4.5</p>
<p>2.6.3.8.5</p>	<p><u>Training</u></p> <ul style="list-style-type: none"> A. TO Contractor's key personnel are required to attend Credential processing and CCATS initial training presented by MSDE at MSDE for one week. B. TO Contractor shall develop and implement a comprehensive training program for all TO Contractors' Personnel and provide 	

	<p>on-going training.</p> <p>C. Ongoing training as needed will be facilitated at TO Contractor’s facility.</p>	
<p>2.6.3.8.6</p>	<p><u>Reports</u></p> <p>A. TO Contractor shall develop and distribute the following Outcomes Reports:</p> <ol style="list-style-type: none"> 1. Monthly Help Desk/IVR Report <ol style="list-style-type: none"> a. Number of calls received during the month; b. Nature of calls; and c. Resolution of calls; d. Number of issues addressed; e. Number of dissatisfied providers. f. Number of calls handled by IVR 2. Imaging Outcomes Report <ol style="list-style-type: none"> a. Number of images processed; b. Number of unreadable images; c. Number and type of applications received monthly; d. Number and type of applications available to Credentialing Staff; and e. Number and type of applications unable to distribute monthly, reason, and resolution. 3. Data Entry Outcomes Report <ol style="list-style-type: none"> a. Number of properly submitted applications received; b. Number o improperly submitted applications received; c. Number of properly submitted applications processed within thirty (30) days of receipt; d. Number of improperly submitted applications corrected within thirty (30) days of receipt; and e. Total number of applications processed. 4. Calculating Credential Levels <ol style="list-style-type: none"> a. Total number Credentials processed monthly; b. Total number of Credentialed providers by levels and licensing region; and c. Total number of Credentialed family child care providers and center staff. <p>B. All requested reports shall be submitted both hard copy and electronically (as an attachment to e-mail) to identified MSDE staff. All reports must be provided using Microsoft Word 2007 or a newer version.</p> <p>C. SLA Reports as necessary to support measurement reporting (See Section 2.6.8.1 and the metrics tables in Section 2.6.8)</p>	<p>2.8.4.1</p>
<p>2.6.3.8.7</p>	<p><u>Quality Assurance</u></p> <p>The TO Contractor shall:</p> <ol style="list-style-type: none"> A. Develop and implement policies and procedures that focus on 	

	<p>imaging and indexing accuracy; credential processing accuracy; customer service; continuous improvement; and partnerships.</p> <p>B. Ensure that employees are thoroughly trained and competent to perform their assigned functions.</p> <p>C. Ensure that the organizational structure and personnel meet the requirements of the workflow.</p> <p>D. Assess staff effectiveness, develop improvement plan, and implement corrective actions.</p> <p>E. Submit a Quality Assurance Report, quarterly, identifying success, improvement, and corrective actions.</p>	
2.6.3.8.8	<p>TO Contractor Personnel are required to establish and maintain any interfaces required between the proposed electronic data management system, IVR, and the CCATS application, which is a web application using the following software:</p> <ul style="list-style-type: none"> • Oracle Weblogic • DB2 • CCATS application developed in J2EE (v 6) • Business Objects XI software 	

2.6.4 TECHNICAL REQUIREMENTS

Technical requirements relate to IT system design or performance required under the TO.

ID #	Technical Requirements	Associated Deliverable ID # from Section 2.8.4 below as applicable
2.6.4.1	TO Contractor shall provide a secured and dedicated encrypted circuit connecting to MSDE, 200 W. Baltimore Street, Switch, and Firewall. The minimum speed is T1. The secure and dedicated circuit is needed because the application is behind the Firewall.	
2.6.4.2	TO Contractor shall maintain an organized EDMS that will track and generate reports.	
2.6.4.3	TO Contractor shall provide access through a toll-free telephone number to child care provider 24 hours per day, 7 days per week as referenced in 2.6.1.3	
2.6.4.4	TO Contractor shall image and index all incoming documents to an appropriate EDMS location (e.g. “folder”).	
2.6.4.5	TO Contractor shall make EDMS images available to MSDE to view from its central office using only a web	

	browser.	
2.6.4.6	TO Contractor shall maintain in its EDMS an indexing system that makes documents easy to locate by keyword search and intuitive organization structure.	
2.6.4.7	TO Contractor shall provide payment processing services at a physical location within 25 miles of MSDE.	

2.6.5 NON-FUNCTIONAL, NON-TECHNICAL REQUIREMENTS

ID #	Non-Functional, Non-Technical Requirements	Associated Deliverable ID # from Section 2.8.4 below as applicable
2.6.5.1	TO Contractor agrees that the only compensation to be received by or on behalf of its organization in connection with this Task Order shall be that which is paid directly by the State.	
2.6.5.2	TO Contractor shall implement policies and procedures to ensure that employees are not directly involved in authorizing payments for themselves, relatives, household members, friends, or for persons for whom the employee has custodial responsibility.	
2.6.5.3	<p>Postage and Handling CCATS receives and forwards mail to the TO Contractor (“CCATS batch mailhouse handling”).</p> <p>A. In the course of performing payment processing, the TO Contractor shall perform the following activities not handled by the CCATS batch mailhouse handling:</p> <ol style="list-style-type: none"> 1. Fulfilling requests for copies of forms to be sent to the requestor (e.g., customer or provider). 2. Generating and sending to an applicant inquiries for additional information 3. Other things as necessary that requires mailing. <p>B. The TO Contractor shall provide postage and handling for any mail generated outside of CCATS batch mailhouse handling.</p> <p>Mail usage for payment processing has been 2,500 pieces per month for calendar year 2013. With the implementation of CCATS Option 8 – Enhancements to credentialing, several other documents shall be added to batch mailhouse handling and shall not be the responsibility of the TO Contractor. The mail usage sent from the TO Contractor should not increase during the upcoming years.</p>	

	C. TO Contractor shall track returned mail and make an attempt made to locate the child care provider. If a correct address is obtained, the TO Contractor shall correct the address in CCATS and re-send the communication. If no further information is discovered, the TO Contractor shall take the appropriate action to correct the case and the required notices issued, as defined by MSDE procedures.	
2.6.5.4	TO Contractor shall attend requested meetings.	
2.6.5.5	Transition from MSDE to the TO Contractor will take approximately 30 days at the beginning of the Task Order, and is expected to take 30 days at the end of the TO Agreement.	

2.6.6 TO CONTRACTOR RESPONSIBILITIES

The TO Contractor shall provide staffing and resources to fully supply the following services as identified in Section 2.6 Requirements:

- A. Imaging, Indexing and Storing Credential Program Documentation;
- B. Processing Credential Applications;
- C. Responding to written and verbal inquiries from child care providers;
- D. Testing New CCATS Enhancements (by executing the CCATS system with production data);
- E. Training of staff for processing applications, data entry and help desk services;
- F. Reports; and
- G. Quality Assurance.
- H. Security and Disaster Recovery for data in the data management system
- I. Mailing responses to applicants
- J. Destroying paper originals 30 days after processing
- K. TO Contractor must provide Spanish speaking personnel for the help desk
- L. TO Contractor shall provide a customer service supervisor during all help desk hours to field complex issues or handle dissatisfied providers.
- M. One time scanning and indexing of historical data and shredding.

2.6.7 TO CONTRACTOR PERSONNEL DUTIES AND RESPONSIBILITIES

See above Sections 2.6.1, 2.6.2 and 2.6.3 for TO Contractor responsibilities.

At a minimum, TO Contractor personnel under this TORFP shall perform the following:

A. Recurring Daily / Weekly / Monthly Duties

Typical recurring duties may include:

- A. Processing Credential applications;
- B. Maintaining an organized electronic data management system;
- C. Maintaining an interactive voice response system;
- D. Testing new CCATS enhancements;

- E. Training new staff;
- F. Participating in meetings;
- G. Responding to written and verbal inquiries from child care providers;
- H. Imaging, indexing, and storing Credential program documentation;
- I. Preparing reports; and
- J. Implementing and assessing quality assurance standards.

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

2.6.8 SERVICE LEVEL AGREEMENT (SLA)

2.6.8.1 Service Level Agreement Liquidated Damages

Time is an essential element of the Maryland Child Care Credentialing Program and it is important that the work be vigorously prosecuted until completion. For work that is not completed within the time(s) specified in the performance measurements below, the TO Contractor shall be liable for liquidated damages in the amount(s) provided for in this TO Agreement, provided, however, that due account shall be taken of any adjustment of specified completion time(s) for completion of work as granted by approved change orders and/or Work Orders.

The parties agree that any assessment of liquidated damages shall be construed and treated by the parties not as imposing a penalty upon the TO Contractor, but as liquidated damages to compensate the State for the TO Contractor's failure to timely complete TO Agreement work, including Work Orders.

A "Problem" is defined as any situation or issue reported via a help desk ticket that is related to the System operation that is not an enhancement request.

For purposes of SLA credit calculation, Monthly Charges are defined as the charges invoiced during the month of the breach for the monthly fixed services as set forth in Attachment 1, Price Sheet.

2.6.8.2 SLA Effective Date (SLA Activation Date)

SLAs set forth herein shall be in effect beginning with the commencement of monthly services as of the completion of the Transition-In Period. The TO Contractor shall be responsible for complying with all performance measurements, and shall also ensure compliance by all Subcontractors.

Beginning on the SLA Activation Date, for any performance measurement not met during the monthly reporting period, the SLA credit for that individual measurement shall be applied to the Monthly Charges.

2.6.8.3 Service Level Reporting

The TO Contractor shall provide detailed monthly reports evidencing the attained level for each SLA set forth herein.

The TO Manager or designee will monitor and review Contractor performance standards on a monthly basis, based on Contractor-provided reports for this Task Order. The TO Contractor shall provide a monthly summary report for SLA performance via e-mail to the TO Manager.

If any of the performance measurements are not met during the monthly reporting period, the TO Manager or designee will notify the Contractor of the standard that is not in compliance.

2.6.8.4 Service Level Types

Service level measurement types for this Task Order include the following:

1. Help desk call performance, including call measurements of various types (2.6.8.7)
2. Application processing (2.6.8.8)

2.6.8.5 Credit for failure to meet SLA

TO Contractor’s failure to meet an SLA will result in a credit, as liquidated damages and not as a penalty, to the Monthly Charges payable by the State during the month of the breach. The reductions will be cumulative for each missed service requirement. The State, at its option for amount due the State as liquidated damages, may deduct such from any money payable to the TO Contractor or may bill the TO Contractor as a separate item. The reductions will be cumulative for each missed service requirement. In the result of a catastrophic failure affecting the entire System, all affected SLAs shall be credited to the State. In no event shall the aggregate of all SLA credits paid to the State in any calendar month exceed 25% of the Monthly Charges.

Example: If the Monthly Charge were \$100,000 and one SLA were missed, with an applicable 4% credit, the credit to the monthly invoice would be \$4,000, and the State would pay a net Monthly Charge of \$96,000.

2.6.8.6 Root Cause Analysis

If the same SLA measurement yields an SLA credit more than once, the TO Contractor shall conduct a root cause analysis. Such root cause analysis shall be provided within 30 days of the second breach, and every breach thereafter.

2.6.8.7 Problem Response Definitions and Times

- A. The TO Contractor shall meet the Problem response time and resolution requirements.
- B. The TO Contractor shall provide a monthly report to monitor and detail response times and resolution times

Service Priority	Response Time	Resolution Time	Response Availability	Work Outage	Users Affected
Emergency	Less than 15 minutes	Within 2 hours of first report	24 hours per day, seven days per week	Major portions of the System are inaccessible Systems or users are unable to work, or to perform some portion of their job.	Users or internal System functionalities are impaired. To include Claimants and Employers.
High	Less than 30 minutes	Within 4 hours after first report	•24 hours per day, seven days per week	Major portions of the System are inaccessible Systems or users are unable to work, or to perform some portion of their job.	Affects the majority of users to include public facing users (Claimants & Employers) Affects high profile users (i.e. executive management)
Normal	Within 2 hours	Within 1 day (24 hours) after	Mon-Fri, 7AM-7PM	Specific non-critical features are not operating	Affects a number of users

Service Priority	Response Time	Resolution Time	Response Availability	Work Outage	Users Affected
		first report. If the outage is not resolved a resolution plan must be in place.		as specified Systems or users are unable to perform a small portion of their job, but are able to complete most tasks.	
Low	Within 2 hours	Within 3 days (72 hours) after first report. If the outage is not resolved a resolution plan must be in place.	Mon-Fri, 7AM-7PM	Lower priority features that can be done manually are not operating as specified Often a request for service with ample lead time.	Affects a number of users

2.6.8.8 Service Level Measurements Table (Application Processing)

For those metrics that cannot be measured with reporting (such as SLA 1 and 3), MSDE will spot check at least 100 indexed files per month to determine whether the metric is met. For all other measurements, TO Contractor is expected to produce reports to demonstrate meeting the measurement, as more fully described in Section 2.6.5.3, 2.6.3.8.6 and Section 2.6.8.3.

No.	Service Requirement	Measurement	Service Level Agreement	SLA Credit
1	Date Stamp Received Mail	TO Contractor shall physically date stamp all application packets and enter the information into the CCATS tracking log within one business day of receipt	99%	2%
2	Mail scanned	TO Contractor shall scan, index, and store Credential application and documentation in the EDMS within five (5) business days of receipt.	99%	1%
3	Scanning and Indexing Quality	TO Contractor shall scan and index credential application and documentation with no scanning or indexing errors. Scanning or indexing errors may consist of (but are not limited to) the following: Scanning errors: Scanned image did not match the right provider scanned image is not legible Scanned image is landscape when it should be portrait. Not archived alphabetically Specialists will spot check at least 100 scanned document at a time to determine error the percentage of error.	99%	1%

		Indexing errors: Incorrect name incorrect Region Incorrect CCATS ID number Incorrect County Code Information indexed in the wrong file Missing information		
4	Application assigned to data entry personnel	Credential applications in EDMS shall be assigned for entry into CCATS and application processing within two (2) days of Completed scan	99%	2%
5	Process valid applications	TO Contractor shall completely process (i.e., generate a granted or denied result) a properly completed and submitted application within thirty (30) days of the receipt date.	99%	2%
6	Reprocess applications	TO Contractor shall process a previously processed application with an incorrect result within five(5) business days of notification of the issue.	99%	2%
7		TO Contractor shall generate, print, and mail Credential letter and certificate for each properly completed application within two (2) days of the date a granted or denied result is determined.	99%	2%
8		TO Contractor shall document improperly completed or submitted applications in the provider record and return it within five days of receipt date.	99%	2%

2.6.8.9 Service Level Measurements Table (Help Desk Calls)

Measurement	Description	Performance Standard	SLA credit
a. Service Level (SL)	The service level (SL) quantifies the percentage of calls (100%) answered within a target timeframe (typically within 30 seconds). Service levels are to be measured by half-hour or hour increments and reported on a monthly basis.	85% of calls are to be answered within 20 seconds. 100% of all calls are to be answered within 30 seconds. This metric does not apply to calls that are fully serviced or abandoned in the IVR or an Automated Attendant.	1%
b. Average Speed of Answer (ASA)	The average speed of answer (ASA) determines how quickly a call is answered within a target timeframe from the time the call enters the IVR system to the time a live call CSR answers the call.	30 seconds	1%

Measurement	Description	Performance Standard	SLA credit
	ASA levels are to be measured by half-hour or hour increments and reported on a monthly basis.		
c. In queue or on-hold time	Hold times for all callers, including Limited English Proficient. If hold time will be greater than 2 minutes, the caller should be able to leave a message to be called back by a CSR.	< 120 seconds in queue or on hold AND 95% of all call backs made within 48 hours or the end of the following business day.	2%
d. Abandoned Call Rate (ACR)	The abandonment rate is the percentage of all callers that hang up once in the IVR queue within a target timeframe. The abandonment rate is measured either in real time or hourly and shall be reported on a monthly basis. Calls abandoned by the caller within 5 seconds are excluded from the ACR calculation.	5%	1%
e. Busy Signal	The percentage of calls unable to get through and receive a busy signal.	< 2%	1%
f. Data Capture Rate	The acceptable minimum rate for capturing data on incoming calls. Data Capture on calls includes Call Center statistics, Customer Ticket Tracking database information, and agency database information collection (e.g. -- registries).	> 90%	1%
g. ACD Performance Complaints	The number of callers complaining about Call Center service expressed as a percentage of all calls, as documented by call center tickets for individual case tickets. (Repeat complaints regarding the same incident will not be considered an additional incident.).	< 1%	1%
h. e-mail response	The number of complaints resulting from e-mails not responded to as a percentage of all e-mails as documented from e-mail list for individual case	99% of all e-mailed inquiries receive a response within 2 business hours.	1%

Measurement	Description	Performance Standard	SLA credit
	tickets.		

2.6.9 BACKUP / DISASTER RECOVERY

The TO Contractor shall perform backups of the database servers on which Credential documentation images are stored a regular basis. This shall include daily incremental backups that shall be retained for five (5) years, by the TO Contractor, which will survive the termination of this Task Order.

The Offeror shall describe in its proposal its intended backup/disaster recovery plan.

TO Contractor shall update the backup/disaster recovery plan at least once per year, and provide a copy of the plan to the TO Manager.

2.6.10 REQUIREMENTS FOR HARDWARE, SOFTWARE, AND MATERIALS

1. In order to ensure compliance with MSDE’s CCATS system, TO Contractor shall provide all Intel based workstations or laptops running Windows 7 for TO Contractor personnel. Workstations will have a minimum of 8 Gigabytes of RAM, 300 Gigabyte hard drive.
2. TO Contractor shall provide all equipment required for imaging. All Hardware shall be returned to the TO Contractor at the conclusion of the task order.
3. All Agency software shall be removed from the workstation/laptop at the conclusion of the Task Order. MSDE will provide an image with basic Agency software including Microsoft Office version 2007 or greater.
4. All work products related to application support, including system documentation, meeting notes and e-mails, shall be organized and turned over to MSDE at the conclusion of the task order.
5. TO Contractor shall include as part of its proposal an electronic data management system (imaging and indexing system) which allows MSDE to view the images.
6. TO Contractor shall include as part of its proposal an IVR system that allows providers to call to obtain basic information about their application 24 hours a day, 7 days a week.

2.6.11 KEY CRITERIA: IVR FUNCTION AND PERFORMANCE

TO Contractor shall provide IVR as a service and hosted by Contractor.

- A. IVR software shall perform all functions necessary to:
 1. Prompt callers to identify a language.
 2. Respond in the language of choice.
 3. Prompt the caller to select various touch-tones to guide the caller to an area of interest.
 4. Identify the caller by customer-id or name.
 5. Speak the information obtained from the database

6. Retrieve the appropriate information messages, voice prompt or system speech as required by the position of the caller in the application.
 7. Custom reporting utility.
 8. Wherever selected transfer the caller to a live operator.
 9. Flexible message recording – records informational messages, schedules activation/deletion in the future.
 10. Shall have facility for Call Back Manager & Call Survey Manager.
 11. IVR Tree will be decided by MSDE and the TO Contractor has to abide by the wish of the MSDE. The modifications/additions/deletions would be at the discretion of MSDE at no extra cost during the Task Order period.
- B. TO Contractor shall provide high quality voice recordings for the IVR system as follows:
1. Information messages shall be reviewed and approved by MSDE.
 2. These messages shall include but not be limited to procedures, requirements, and directions.
 3. Voice prompts: Messages that guide or instruct a caller in the actions to be taken to achieve a particular result.

2.6.11.1 IVR OPERATIONS

- A. The Interactive Voice Response (IVR) system shall perform the following functions and or possess the following qualities:
1. On demand information to the callers’
 2. Connection to call center.
 3. Connection to the Telephone Personal Identification Number (TPIN) database for authentication of user
 4. Screen popups using Computer Telephony Integration (CTI) software
 5. Software license/support
 6. All necessary operating, audiotex, voice prompts, communication, data base management and interface software for voice and data.
 7. Application(s) software, installation thereof, patch managements, maintenance of application(s) software.
 8. Installation including all normal wiring and cabling to a standard punch down block.
 9. IVR system must have capability to provide callers with specific options related to the callers’ queries. System must include flexible message recording that allows MSDE to update messages at will on upcoming changes to programs.
 10. IVR system must have outbound calling capability.
 11. IVR system must provide standard reports specifying detailed information on calls. TO Contractor will also build custom reports and provide email notification on status of individual accounts if necessary. Users must have the ability to access standard reports from a remote PC.
 12. IVR system must also interface with call center.
 13. Installation of the IVR shall include all necessary hardware, operating software, application software, interface software and cards, voice prompts (as directed by MSDE), system speech, cables and connectors.

14. IVR platform (hardware) must consist of a complete, turnkey installation.
- B. TO Contractor shall perform all necessary hardware and interface programming and hardware to access the data residing in CCATS. The IVR must locate individual records and speak the information to the caller, at a minimum dates, times, and numbers.
 - C. At the termination of the call, the IVR shall log the transaction.

2.7 PERFORMANCE AND PERSONNEL

2.7.1 WORK HOURS

Business Hours Support: The TO Contractor's collective assigned personnel, including help desk live support hours shall support core business hours (8:00 AM to 5:00 PM), Monday through Friday except for State holidays, Service Reduction days, and Furlough days observed by the MSDE. TO Contractor personnel may also be required to provide occasional support outside of core business hours, including evenings, overnight, and weekends, to support specific efforts and emergencies to resolve system repair or restoration.

2.7.2 DIRECTED PERSONNEL REPLACEMENT

- A. The TO Manager may direct the TO Contractor to replace any TO Contractor Personnel who, in the TO Manager's opinion, are perceived as being unqualified, non-productive, unable to fully perform the job duties, disruptive, or known, or reasonably believed, to have committed a major infraction(s) of law, Department, or Contract or Task Order requirements. Normally, a directed personnel replacement will occur only after prior notification of problems with requested remediation, as described in Section 2.7.3.c. If after such remediation the TO Manager determines that the personnel performance has not improved to the level necessary to continue under the Task Order, if at all possible at least fifteen (15) days notification by the TO Manager of a directed replacement will be provided. However, if the TO Manager deems it necessary and in the State's best interests to remove the TO Contractor Personnel with less than fifteen (15) days' notice, the TO Manager can direct the removal in a timeframe of less than fifteen (15) days, including immediate removal.
- B. In circumstances of directed removal, the TO Contractor shall provide a suitable replacement for approval within fifteen (15) days of the notification of the need for removal, or the actual removal, whichever occurs first.
- C. If deemed appropriate in the discretion of the TO Manager, the TO Manager shall give written notice of any personnel performance issues to the TO Contractor, describing the problem and delineating the remediation requirement(s). The TO Contractor shall provide a written Remediation Plan within three (3) days of the date of the notice and shall implement the Remediation Plan immediately upon written acceptance by the TO Manager. If the TO Manager rejects the Remediation Plan, the TO Contractor shall revise and resubmit the plan to the TO Manager within five (5) days, or in the timeframe set forth by the TO Manager in writing.
- D. Should performance issues persist despite the approved Remediation Plan, the TO Manager will give written notice of the continuing performance issues and either request a new

Remediation Plan within a specified time limit or direct the substitution of TO Contractor Personnel whose performance is at issue with a qualified substitute, including requiring the immediate removal of the TO Contractor Personnel at issue.

- E. Replacement or substitution of TO Contractor Personnel under this section shall be in addition to, and not in lieu of, the State's remedies under the Task Order or which otherwise may be available at law or in equity.

2.7.3 SUBSTITUTION OF PERSONNEL

- A. Prior to Task Order Execution or within thirty (30) days after Task Order Execution, the Offeror may substitute proposed personnel only under the following circumstances: vacancy occurs due to the sudden termination, resignation, or approved leave of absence due to an Extraordinary Personnel Event, or death of such personnel. To qualify for such substitution, the Offeror must demonstrate to the State's satisfaction the event necessitating substitution and that the originally proposed staff is actual full-time personnel employed directly with the Offeror (subcontractors, temporary staff or 1099 contractors do not qualify). Proposed substitutions shall be of equal caliber or higher, in the State's sole discretion. Proposed substitutes deemed by the State to be less qualified than the originally proposed individual may be grounds for pre-award disqualification or post-award termination.
- B. An **Extraordinary Personnel Event** – means Leave under the Family Medical Leave Act; or an incapacitating injury or incapacitating illness; or other circumstances that in the sole discretion of the State warrant an extended leave of absence, such as extended jury duty or extended military Service. The procedure for substitution of personnel after TO Agreement execution is as follows:
 - 1. The TO Contractor may not substitute personnel without the prior approval of the TO Manager.
 - 2. To replace any personnel, the TO Contractor shall submit resumes of the proposed individual specifying the intended approved labor category. Any proposed substitute personnel shall have qualifications equal to or better than those of the replaced personnel.
 - 3. Proposed substitute individual shall be approved by the TO Manager. The TO Manager shall have the option to interview the proposed substitute individual. After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the requested substitution.

2.7.4 PREMISES AND OPERATIONAL SECURITY

- A. The TO Contractor shall complete background checks for initial personnel no later than the end of the transition end period. During the transition end period TO Contractor personnel shall not have access to Sensitive Data.
- B. Prior to commencement of monthly services, TO Contractor Personnel to be assigned to perform work under the resulting Task Order shall be required to submit background check certification to MSDE from recognized Law Enforcement Agencies, including the FBI. TO Contractor shall be

responsible for ensuring that TO Contractor Personnel background check certifications are renewed annually, and at the sole expense to the TO Contractor. MSDE reserves the right to disqualify any TO Contractor employees or subcontractors whose background checks suggest conduct, involvements, and/or associations that MSDE determines, in its sole discretion, may be inconsistent with the performance and/or security requirements set forth in this TORFP. MSDE reserves the right to perform additional background checks on TO Contractor Personnel.

- C. TO Contractor may not assign an employee with a criminal record unless prior written approval is obtained from the TO Manager.
- D. Further, TO Contractor employees and subcontractors 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.
- E. TO Contractor Personnel shall, while on State premises, display their State issued identification cards without exception.
- F. TO Contractor shall require its Personnel to follow the State of Maryland and MSDE IT Security Policy and Standards throughout the term of the TO Agreement. Please refer to 2.5 and 2.15.
- G. The State reserves the right to request that the TO Contractor submit proof of employment authorization of non-United States citizens prior to commencement of work under the TO Agreement.
- H. TO Contractor shall remove any TO Contractor Personnel from working on the resulting TO Agreement where the State of Maryland provides evidence to the TO Contractor that said TO Contractor Personnel has not adhered to the security requirements specified herein.
- I. 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.
- J. Submit Affidavit (Attachment 18) within 45 days.

2.8 DELIVERABLES

2.8.1 DELIVERABLE SUBMISSION

For every deliverable, the TO Contractor shall submit by e-mail 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 later. 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.

Following the return of the DPAF indicating “Accepted” and signed by the TO Manager, the TO Contractor shall submit a proper invoice in accordance with the procedures in Section 2.11.

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

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. The TO Contractor shall submit reports that summarize performance requirements in section 2.6.3, 2.6.4 and 2.6.5.

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
2.8.4.1	Monthly Outcomes Reports: Imaging, Data Entry; and Credential Calculations.	Report must summarize performance requirements in section 2.6.6. MS Word, Excel or PDF Document that must contain a total count of the business conducted including properly and improperly submitted applications, Credential letters and certificates mailed, and other Credential program documentation scanned.	Monthly on the 15 th day
2.8.4.2	Monthly Help Desk/IVR Report	Report must summarize performance requirements in section 2.6.6. MS Word, Excel or PDF Document that must contain a total count of the calls handled by the Help Desk/IVR including abandoned, transferred, and hang ups.	Monthly on the 10 th day
2.8.4.3	One time Scanning and indexing of historical data	Plans for historical data must show demonstration of how historical data was scanned and index. TO Contractor shall schedule a meeting for MSDE to verify completion.	10 days after scanning and indexing is completed.
2.8.4.4	Backup/Disaster Recovery Plan	MS Word document describing TO Contractor’s backup and Disaster Recovery procedures, including escalation and points of contact.	Within 30 days of NTP, updated annually
2.8.4.5	Problem Reports	MS Word, Excel or PDF document that must contain a description of the weekly operational problems/issues	Weekly

		encountered by the TO Contractor and the steps/measures taken to address such problems.	
2.8.4.6	Technical specifications and Administrative Procedures	In a mutually agreed upon format, furnish configurations for all components of the system, administrative procedures for imaging, storing and retrieving records.	Provide as part of Transition Out, 30 days before Task Order completion
2.8.4.7	Help desk scripts, FAQs, other materials used in support of help desk functions	In Word format, Furnish help desk scripts, FAQs, IVR configuration selections, recorded messages, and any other necessary information to transition Help Desk functions.	Provide as part of Transition Out, 30 days before Task Order completion

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:

- A. At least five (5) years of demonstrated experience providing imaging, data entry, and help desk services to U.S. based commercial or government entities with at least 1,000 end-users.
- B. Offeror must have had a minimum of one engagement of at least three (3) years’ duration meeting both of the following criteria:
 - a. Providing call center support to public users for a federal or state government agency,
 - b. Providing data processing services to a federal or state government agency,
- C. Offeror must have had a minimum of one engagement of at least three (3) years’ duration meeting the following criteria: Configuration and management of data management systems.

2.9.2 OFFEROR’S PERSONNEL MINIMUM QUALIFICATIONS

Only those Master Contractors supplying key proposed personnel that fully meet all minimum qualification criteria shall be eligible for TORFP proposal evaluation.

For the personnel proposed under this TORFP, proposed resources must meet all minimum qualifications for the labor category proposed, as identified in the CATS + Master Contract Section

2.10 plus the following minimum qualifications. Resumes shall clearly outline starting dates and ending dates for each applicable experience or skill.

Master Contractors may only propose **one (1) named person** in response to this TORFP. All other planned positions shall be described generally in the Staffing Plan, and may not be used as evidence of fulfilling company or personnel minimum qualifications. The proposed staff shall meet the following minimum qualification criteria for the Master Contractor to be eligible for consideration in the evaluation of this TORFP.

Resumes shall clearly outline starting dates and ending dates for each applicable experience or skills. Required experience and skills must be explicitly identified in Attachment 5 with the appropriate job or engagement.

2.9.2.1 Key Personnel – Program Manager

The TO Contractor shall provide one Program Manager. This is a required, named position. MSDE will interview the proposed person as part of oral presentations.

- A. The Program Manager must meet the criteria for the labor category “Program Manager” as defined in the CATS+ Master Contract.
- B. In addition the Program Manager must have the following qualifications as determined by resume, work experience, education and interview questions at the oral presentation:
 - 1. A Bachelors degree and a minimum of five (5) years of experience overseeing a payment processing project which included all of:
 - a. Managing the data entry process for payments.
 - b. Overseeing customer service functions that handle inquiries, clarifications, or complaints; and
 - c. Managing data management systems.

2.9.3 TO Contractor and Personnel Other Requirements

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

- A. Individuals Master Contractors with experience in early childhood are highly desirable.

2.9.3.1 Other Requirement

Any supplemental personnel provided in support of this TO using the work order process shall meet the minimum qualifications for the labor category as defined in Section 10 of the CATS+ Master Contract.

2.10 WORK ORDER PROCESS

- A. Additional Work may be requested within the general scope of this TORFP Order process. A Work Order may be issued for fixed price.
- 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 must 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; and
 - 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 could issue a change order to the TORFP if appropriate.
- 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. After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the personnel.
- G. The TO Manager will issue the NTP after the Work Order is approved and/or any interviews are completed.

2.11 INVOICING

Invoicing shall be submitted monthly. Invoicing shall be accompanied by signed notice(s) of acceptance (DPAF) for all invoices submitted for payment. Payment of invoices will be withheld if a signed Acceptance of Deliverable Form (Attachment 9) is not submitted.

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

2.11.1 INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

- A) A proper invoice shall identify MSDE as the recipient and contain the following information: date of invoice, TO Agreement number, deliverable description, deliverable number (e.g., “2.7.4.1.”), period of performance covered by the invoice, a total invoice amount, and a TO Contractor point of contact with telephone number.
- B) 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.

2.12 SOC TYPE II AUDIT

2.12.1 This clause applies to the TO Contractor and Subcontractors who host the implemented Maryland Child Care Credentialing Program for the State (the “System” as defined in Section 1.2). The TO Contractor and/or Subcontractors who provide services that handle Sensitive Data (see definition of Handle in Section 1.20) for the Maryland Child Care Credentialing Program System must also comply with this clause, assuming the TO Contractor and/or Subcontractor receives copies of any data for use in providing services, including any system and/or user acceptance testing of the System and any provided data that contains Sensitive Data.

2.12.2 The TO Contractor shall have an annual audit performed by an independent audit firm of the TO Contractor and/or Subcontractor’s handling of the Department’s critical functions and/or sensitive information, which is identified as Maryland Child Care Credentialing Program, and shall address all areas relating to information technology security and operational processes. These services provided by the TO Contractor and/or Subcontractors that shall be covered by the audit will collectively be 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: The type of audit to be performed in accordance with the Guidance is a SOC 2 Type 2 Audit (referred to as the “SOC 2 Report”). The SOC 2 Report shall be completed annually and submitted to TO Manager within one month following the anniversary contract signing date for the preceding calendar year. All subsequent SOC 2 Audits that are arranged after this initial audit must be performed on an annual basis.

2.12.2.1 The SOC 2 Report shall report on a description of the TO Contractor and/or Subcontractor's system and controls and the suitability of the design and operating effectiveness of controls over the Information Functions and/or Processes relevant to the following trust principles: Security, Availability, and Confidentiality as defined in the aforementioned Guidance. The SOC 2 Report should report on the suitability of the design and operating effectiveness of controls of the Information Functions and/or Processes to meet the requirements of the TO Agreement, specifically the security requirements identified in Section 2.15.

2.12.2.2 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's and/or Subcontractors' environment since the last SOC 2 Report. Such changes may include but are not limited to the addition of Information Functions and/or Processes through change orders or Work Orders under the TO Agreement; or, due to changes in information technology or operational infrastructure implemented by the TO Contractor and/or Subcontractors. The TO Contractor and/or Subcontractors shall ensure that the audit scope of each year's SOC 2 Report engagement shall accommodate these changes by including in SOC 2 Report all appropriate controls related to the current environment supporting the Information Functions and/or Processes, including those controls required by the TO Agreement.

2.12.2.3 The scope of the SOC 2 Report shall include work performed by any Subcontractors that provide essential support to the TO Contractor and/or essential support to the Information Functions and/or Processes provided to the Department or Agency under the TO Agreement. The TO Contractor shall ensure the audit includes all of these Subcontractor(s) in the performance of the SOC 2 Report.

2.12.2.4 All SOC 2 Reports, including those of the TO Contractor and/or Subcontractor, shall be performed at no additional expense to the Department or Agency.

2.12.2.5 The TO Contractor and/or Subcontractors shall promptly provide a complete copy of the final SOC 2 Report to the TO Manager upon completion of each annual SOC 2 Report engagement.

2.12.2.6 The TO Contractor shall provide to the TO Manager, within 30 calendar days of the issuance of each annual 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 and/or Subcontractors along with the date(s) when each remedial action is to be implemented.

2.12.2.7 If the TO Contractor and/or Subcontractors currently have an annual information security assessment performed that includes the operations, systems, and repositories of the products/services being provided to the Department or Agency under the TO Agreement, and if that assessment generally conforms to the content and objective of the Guidance, the Department or Agency will determine in consultation with appropriate State government

technology and audit authorities whether the TO Contractor and/or Subcontractors' current information security assessments are acceptable in lieu of the SOC 2 Report.

2.12.2.8 If the TO Contractor and/or Subcontractors fail during the TO Agreement term to obtain an annual SOC 2 Report by the date specified in 2.12.2.1, the Department or Agency shall have the right to retain an independent audit firm to perform an audit engagement of a SOC 2 Report of the Information Functions and/or Processes being provided by the TO Contractor and/or Subcontractors. The TO Contractor and/or Subcontractors agree 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 Report. The Department or Agency will invoice the TO Contractor for the expense of the SOC 2 Report(s), or deduct the cost from future payments to the TO Contractor.

2.13 RIGHT TO AUDIT

- A. The State reserves the right, at its sole discretion and at any time, to perform an audit of the Contractor's and/or Subcontractor's performance under this TO Agreement. In this agreement, an audit is defined as a planned and documented independent activity performed by qualified personnel, to determine by investigation, examination, or evaluation of objective evidence from data, statements, records, operations and performance practices (financial or otherwise) the adequacy and compliance with established procedures and internal controls over the services being performed for the State.
- B. Upon three (3) business days' notice, the Contractor and/or any Subcontractors) shall provide the State reasonable access to their records to verify conformance to the terms of this TO Agreement. The Department shall be permitted to conduct these audits with any or all its own internal resources or by securing the services of a third party accounting/audit firm, solely at the Department's election. The Department shall have the right to copy, at its own expense, any record related to the services performed pursuant to this TO Agreement.
- C. Contractor and/or Subcontractors shall cooperate with Department or Department's designated auditor and shall provide the necessary assistance for the Department or Department's designated auditor to conduct the audit.
- D. The right to audit shall include subcontractors in which goods or services are subcontracted by Contractor and/or Subcontractors and that provide essential support to the services provided to the Department under this TO Agreement. Contractor and/or Subcontractor shall ensure the Department has the right to audit with subcontractor(s).

2.14 INCIDENT RESPONSE

- A. The TO Contractor and/or Subcontractor agree to abide by all applicable federal, State and local laws concerning information security and comply with current State and Department of Information Technology information security policy, currently found at <http://doit.maryland.gov/Publications/DoITSecurityPolicy.pdf>. Contractor shall limit access to and possession of Sensitive Data to only employees whose responsibilities reasonably require such access or possession and shall train such employees on the Confidentiality obligations set forth herein.

- B. The TO Contractor and/or Subcontractor agree to notify the Department when any TO Contractor / Subcontractor system that may access, process, or store State data or Work Product is subject to unintended access or attack. Unintended access or attack includes compromise by a computer malware, malicious search engine, credential compromise or access by an individual or automated program due to a failure to secure a system or adhere to established security procedures.
- C. The TO Contractor and/or Subcontractor further agree to notify the Department within twenty-four (24) hours of the discovery of the unintended access or attack by providing notice via written or electronic correspondence to the TO Manager, the Department chief information officer and the Department chief information security officer.
- D. The TO Contractor and/or Subcontractor agrees to notify the Department within two (2) hours if there is a threat to TO Contractor's product as it pertains to the use, disclosure, and security of Department data.
- E. If an unauthorized use or disclosure of Sensitive Data occurs, the TO Contractor and/or Subcontractor must provide written notice to the Department within one (1) business day after TO Contractor / Subcontractor's discovery of such use or disclosure and thereafter all information the State (or State Department) requests concerning such unauthorized use or disclosure.
- F. The TO Contractor and/or Subcontractor, within one day of discovery, shall report to the Department any improper or non-authorized use or disclosure of Sensitive Data. TO Contractor / Subcontractor's report shall identify:
- (a) the nature of the unauthorized use or disclosure;
 - (b) the Sensitive Data used or disclosed,
 - (c) who made the unauthorized use or received the unauthorized disclosure;
 - (d) what the TO Contractor and/or Subcontractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and
 - (e) what corrective action the TO Contractor and/or Subcontractor has taken or shall take to prevent future similar unauthorized use or disclosure.
 - (f) The TO Contractor and/or Subcontractor shall provide such other information, including a written report, as reasonably requested by the State.
- G. The Contractor shall protect Sensitive Data according to a written security policy no less rigorous than that of the State, and shall supply a copy of such policy to the State for validation. The TO Contractor and/or Subcontractor agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized release of PII or other event requiring notification. In the event of a breach of any of the TO Contractor / Subcontractor's security obligations or other event requiring notification under applicable law, the TO Contractor and/or Subcontractor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the State (or State Department) and its officials and employees from and against any claims, damages, or other harm related to such security obligation breach or other event requiring the notification.

- H. The Contractor shall disclose all of its non-proprietary security processes and technical limitations to the State.
- I. This Section shall survive expiration or termination of the TO Agreement.

2.15 SECURITY REQUIREMENTS

2.15.1 INFORMATION SECURITY TECHNOLOGY

- A. TO Contractor and/or Subcontractor (as applicable) shall implement administrative, physical and technical safeguards to protect State data that are no less rigorous than accepted industry standards for information security such as those listed below; and shall ensure that all such safeguards, including the manner in which State data is collected, accessed, used, stored, processed, disposed of and disclosed comply with applicable data protection and privacy laws as well as the terms and conditions of this TO Agreement.
- B. TO Contractor and/or Subcontractor shall at a minimum comply with and adhere to the Maryland Department of Information Technology Security Standards <http://doit.maryland.gov/support/Pages/SecurityPolicies.aspx> as amended from time to time.
Offerors shall acknowledge in their technical proposal that they have read and will comply with the requirements contained therein.

2.15.2 INFORMATION SECURITY REQUIREMENTS

To ensure sufficient data protection safeguards are in place, the TO Contractor and/or Subcontractor shall at minimum implement and maintain the following at all times. The TO Contractor and/or Subcontractor may augment this list with additional information technology controls.

- A. Establish separate production and test environments for systems supporting TO Contractor's Electronic Data Management System (EDMS) and ensure that production data is not replicated in any non-production environment unless it has been previously anonymized or otherwise modified to protect the confidentiality of Sensitive Data elements.
- B. Apply hardware and software hardening procedures as recommended by the manufacturer to reduce the TO Contractor's EDMS surface of vulnerability. The purpose of system hardening is to eliminate as many security risks as possible. This is typically done by removing all non-essential software programs and utilities from the computer. These procedures may include but are not limited to removal of unnecessary software, disabling or removing of unnecessary services, the removal of unnecessary usernames or logins, and the deactivation of unneeded features in the TO Contractor's EDMS configuration files.
- C. Establish policies and procedures to implement and maintain mechanisms for regular internal vulnerability testing of operating system, application, and network devices supporting the TO Contractor's EDMS. Such testing is intended to identify outdated software versions; missing software patches; device or software misconfigurations; and to validate compliance with or deviations from the TO Contractor and/or

Subcontractor's security policy. TO Contractor and/or Subcontractor shall evaluate all identified vulnerabilities for potential adverse effect on the system's security and integrity and remediate the vulnerability promptly or document why remediation action is unnecessary or unsuitable. The Department shall have the right to inspect these policies and procedures and the performance of vulnerability testing to confirm the effectiveness of these measures for the services being provided.

- D. Ensure that anti-virus and anti-malware software is installed and maintained on all systems supporting the TO Contractor's EDMS services; that the anti-virus and anti-malware software is automatically updated; and that the software is configured to actively scan and detect threats to the system for remediation.
- E. Enforce strong user authentication and password control measures over the TO Contractor's EDMS to minimize the opportunity for unauthorized system access through compromise of the user access controls. At a minimum, the implemented measures should be consistent with the most current State of Maryland Department of Information Technology's Information Security Policy, including specific requirements for password length, complexity, history, and account lockout.
- F. Ensure State data under this service is not processed, transferred, or stored outside of the United States.
- G. Ensure that State data is not comingled with the TO Contractor's and/or Subcontractor's other clients' data through the proper application of data compartmentalization security measures. This includes but is not limited to classifying data elements and controlling access to those elements based on the classification and a user's access or security level.
- H. Apply data encryption to protect State data from improper disclosure or alteration, especially Personally Identifiable Information (PII), Personal Health Information (PHI), and/or State confidential information. Data encryption shall be applied to State data in transit over networks and, where possible, State data at rest within the system; as well as to State data when archived for backup purposes. Encryption algorithms which are utilized for this purpose must comply with current Federal Information Processing Standards (FIPS), "Security Requirements for Cryptographic Modules", FIPS PUB 140-2. See: <http://csrc.nist.gov/publications/fips/fips140-2/fips1402.pdf> and <http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm>.
- I. Enable appropriate logging parameters on systems supporting TO Contractor's EDMS to monitor user access activities, authorized and failed access attempts, system exceptions, and critical information security events as recommended by the operating system and application manufacturers as well as information security standards including the current State of Maryland Department of Information Security Policy.
- J. Retain the aforementioned logs and review them at least daily to identify suspicious or questionable activity for investigation and documentation as to their cause and remediation, if required.
- K. Ensure TO Contractor's EDMS and network environments are separated by properly configured and updated firewalls to preserve the protection and isolation of State data from unauthorized access as well as the separation of production and non-production environments.

- L. Restrict network connections between trusted and untrusted networks by physically and/or logically isolating systems supporting TO Contractor's EDMS from unsolicited and unauthenticated network traffic.
- M. Review at regular intervals the aforementioned network connections, documenting and confirming the business justification for the use of all service, protocols, and ports allowed, including the rationale or compensating controls implemented for those protocols considered insecure but necessary.
- N. Ensure that TO Contractor and/or Subcontractor personnel shall not connect any of its own equipment to a State LAN/WAN without prior written approval by the State. The TO Contractor / Subcontractor shall complete any necessary paperwork as directed and coordinated with the TO Manager to obtain approval by the State to connect TO Contractor / Subcontractor-owned equipment to a State LAN/WAN.

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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 shall submit one of two possible responses: 1) a 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

The TO Proposal shall be submitted via two e-mails, each not to exceed 5 MB.

The TO Technical Proposal shall be contained in one e-mail, with two attachments. This e-mail shall include:

- A. Subject line "CATS+ TORFP # R00B4400108 Technical" plus the Master Contractor Name
- B. One attachment labeled "TORFP R00B4400108 Technical - Attachments" containing all Technical Proposal Attachments (see Section 3.3 below), signed and in PDF format.
- C. One attachment labeled "TORFP R00B4400108 Technical – Proposal" in Microsoft Word format (2007 or later).

The TO Financial Proposal shall be contained in one e-mail containing as attachments all submission documents detailed in section 3.4.2, with password protection. MSDE will contact Offerors for the password to open each file. Each file shall be encrypted with the same password.

- A. Subject line "CATS+ TORFP # R00B4400108 Financial" plus the Master Contractor Name
- B. One attachment labeled "TORFP R00B4400108 Financial" containing the Financial Proposal contents, signed and in PDF format.

Hard copy submissions (not preferred) may be delivered to the address on the Key Information Summary sheet to the attention of the Procurement Officer.

Late submissions will not be accepted.

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:

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

E. Attachment 16 - Certification Regarding Investments in Iran - Signed PDF

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

A. Attachment 1 Price Sheet – Signed PDF

3.4 TO PROPOSAL FORMAT

A TO Proposal shall contain the following sections in order:

3.4.1 TO TECHNICAL PROPOSAL

A) Proposed Services

- 1) Executive Summary: A one-page summary describing the Offeror’s understanding of the TORFP scope of work (Section 2) and proposed solution.
- 2) Proposed Solution: A more detailed description of the Offeror’s understanding of the TORFP scope of work, proposed methodology and solution. The proposed solution shall be organized to exactly match the requirements outlined in Section 2.
- 3) Draft Work Breakdown Structure (WBS): A matrix or table that shows a breakdown of the tasks required to complete the requirements and deliverables in Section 2 - Scope of Work. The WBS should reflect the chronology of tasks without assigning specific time frames or start / completion dates. The WBS may include tasks to be performed by the State or third parties, for example, independent quality assurance tasks. If the WBS appears as a deliverable in Section 2 – Scope of Work, the deliverable version will be a final version. Any subsequent versions shall be approved through a formal configuration or change management process.
- 4) 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. If the Risk Assessment appears as a deliverable in Section 2 – Scope of Work, that version will be a final version. Any subsequent versions should be approved through a formal configuration or change management process.
- 5) Assumptions: A description of any assumptions formed by the Offeror in developing the Technical Proposal. Offerors should avoid assumptions that counter or constitute exceptions to TORFP terms and conditions.
- 6) Tools the TO Contractor owns and proposes for use to meet any requirements in Section 2.

B) Compliance with Offeror’s Company Minimum Qualifications

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

Reference	Offeror Company Minimum Requirement	Evidence of Compliance
2.9.1.1	At least five (5) years of demonstrated experience providing imaging, data entry, and help desk	Offeror documents evidence of compliance here.

	services to U.S. based commercial or government entities with at least 1,000 end-users.	
2.9.1.2.1	<p>Offeror must have had a minimum of one engagement of at least three (3) years’ duration meeting both of the following criteria:</p> <ul style="list-style-type: none"> a) Providing call center support to public users for a federal or state government agency, b) Providing data processing services to a federal or state government agency, 	Offeror documents evidence of compliance here.
2.9.1.2.2	<p>At least one engagement of three (3) years or more must have involved: Configuration and management of data management systems</p>	Offeror documents evidence of compliance here.

C) Proposed Personnel and TORFP Staffing

Offeror shall propose exactly one (1) named resource in response to this TORFP.

- 1) Complete and provide for each proposed resource Attachment 5A Minimum Qualifications Summary and Attachment 5B Personnel Resume Form.
- 2) Provide evidence proposed personnel possess the required certifications in accordance with Section 2.9.2 Offeror’s Personnel Minimum Qualifications.
- 3) Provide three (3) references per proposed personnel containing the information listed in Attachment 5B.
- 4) Provide a Staffing Management Plan that demonstrates how the Offeror will provide resources in addition to the personnel requested in this TORFP, and how the TO Contractor Personnel shall be managed. Include:
 - a) Planned team composition by role (**Important! Identify specific names and provide history only for the proposed resources required for evaluation of this TORFP**).
 - b) Process and proposed lead time for locating and bringing on board resources that meet TO needs
 - c) Supporting descriptions for all labor categories proposed in response to this TORFP
 - d) Description of approach for quickly substituting qualified personnel after start of TO
- 5) Provide the names and titles of the Offeror’s management staff who will supervise the personnel and quality of services rendered under this TO Agreement.

D) MBE, SBR Participation and VSBE Participation

Submit completed MBE documents Attachment 2 – Form 1A.

The Offeror shall be a Small Business Reserve (SBR) certified entity.

E) Subcontractors

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

F) Overall Offeror team organizational chart

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

G) Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide up to three examples of engagements or contracts the Master Contractor 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, e-mail 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.
- 2) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any entity of the State of Maryland.
- 3) For each identified contract, the Master Contractor shall provide the following (if not already provided in sub paragraph 1 above):
 - a) Contract or task order name
 - b) Name of organization.
 - c) Point of contact name, title, e-mail, and telephone number (point of contact shall be accessible and knowledgeable regarding experience)
 - d) Start and end dates for each engagement or contract. If the Master Contractor is no longer providing the services, explain why not.
 - e) Dollar value of the contract.
 - f) Indicate if the contract was terminated before the original expiration date.
 - g) Indicate if any renewal options were not exercised.

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

H) State Assistance

Provide an estimate of expectation concerning participation by State personnel.

I) Confidentiality

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

J) Proposed Facility

Identify Master Contractor's facilities, including address, from which any work will be performed.

K) Additional Submissions

- a) Copy of EULA for any software proposed to be licensed to the State under this Task Order
- b) Copy of the AUP for each organization, including Subcontractors, proposed to perform services under this Task Order.

3.4.2 TO FINANCIAL PROPOSAL

- A) A description of any assumptions on which the Master Contractor's TO Financial Proposal is based (Assumptions shall not constitute conditions, contingencies, or exceptions to the Price Sheet);
- B) Attachment 1– Price Sheet, completed in PDF format. Prices shall be valid for 120 days.

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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, the MSDE 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 personnel qualifications shall render a TO Proposal not reasonably susceptible for award:

- A. The overall experience, capability and references for the Master Contractor as described in the Master Contractor's TO Technical Proposal
- B. The capability of the proposed resources to perform the required tasks and produce the required deliverables in the TORFP Scope of Work – Section 2. Capability will be determined from each proposed individual's resume, reference checks, and oral presentation (See Section 1.5 Oral Presentations/Interviews).
- C. The Master Contractor overall understands 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.
- E. Demonstration of how the Master Contractor plans to staff the task order at the levels set forth in Section 2.1 and also for potential future resource requests.

4.3 SELECTION PROCEDURES

- A) TO Proposals will be assessed throughout the evaluation process for compliance with the minimum qualifications listed in Section 2 of this TORFP, and quality of responses to Section 3.4.1 TO Technical Proposal.
- B) The State will conduct an in person oral presentation at the MSDE location with each qualified TO Contractor which must include the proposed Personnel defined in Section 2.9. The TO Contractor's Required Personnel (Program Manager) proposed in the TO Proposal shall be present at orals presentation to be interviewed. These Required Personnel shall meet minimum qualifications in Section 2.9.2.
- C) For TO Proposals submitted via e-mail, MSDE will contact Offerors for the password to access TO Financial Proposal data. The TO Procurement Officer will only contact those Offerors with TO Proposals that are reasonably susceptible for award. Offerors that are unable to provide a password that opens the TO Financial Proposal documents will be deemed not susceptible for award. Subsequent submissions of financial content will not be allowed.

- D) For TO Proposals deemed technically qualified, the associated TO Financial Proposal will be opened. All others will be deemed not reasonably susceptible for award and the TO Procurement Officer will notify the Master Contractor it has not been selected to perform the work.
- E) Qualified TO Financial Proposal responses will be reviewed and ranked from lowest to highest price proposed.
- F) 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.
- G) 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, 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	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)	Applicable	Do Not Submit with Proposal
Attachment 4	Conflict of Interest Affidavit and Disclosure	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)	Applicable	Do Not Submit with Proposal
Attachment 8	Agency Receipt of Deliverable Form	Not 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)	Applicable	Do Not Submit with Proposal
Attachment 12	TO Contractor Self-Reporting Checklist	Applicable	Do Not Submit with Proposal
Attachment 13	Living Wage Affidavit of Agreement	Applicable	Submit with TO Technical Proposal
Attachment 14	Mercury Affidavit	Not Applicable	N/A
Attachment 15	Veteran Owned Small Business Enterprise Utilization Affidavit	Not Applicable	N/A
Attachment 16	Certification Regarding Investments in Iran	Applicable	Submit with TO Technical Proposal
Attachment 17	Sample Work Order	Applicable	Do Not Submit with Proposal
Attachment 18	Criminal Background Check Affidavit	Applicable	Do Not Submit with Proposal
Attachment 19	Performance Evaluation Form	Not Applicable	N/A

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

ATTACHMENT 1 PRICE SHEET

PRICE SHEET (FIXED PRICE) FOR CATS+ TORFP # R00B4400108

Identification	Deliverable	Proposed Price
Year 1		
	Transition In	No separate price
	Historical Document Conversion - Flat fee	\$

Identification	Deliverable	Monthly Rate* A	Units B	Proposed Price A*B
Year 1				
Section 2	Monthly Imaging, Credential processing and Customer Services - Commencing on MSDE Transition In Acceptance Date	\$	12 (months)	\$
	Postage – Price per cost for each letter	\$	UNIT	\$
Evaluated Price Year 1				

Year 2				
Section 2	Monthly Imaging, Credential processing and Customer Services	\$	12	\$
	Postage - Price per cost for each letter	\$	UNIT	\$
Evaluated Price Year 2				

Year 3				
Section 2	Monthly Imaging, Credential processing and Customer Services	\$	12	\$
	Postage - Price per cost for each letter	\$	UNIT	\$
Evaluated Price Year 3				

Year 4				
Section 2	Monthly Imaging, Credential processing and Customer Services	\$	12	\$
	Postage - Price per cost for each letter	\$	UNIT	\$
Evaluated Price Year 4				

Year 5				
Section 2	Monthly Imaging, Credential processing and Customer Services	\$	12	\$
	Postage - Price per cost for each letter	\$	UNIT	\$

	Transition Out	No separate charge
		Evaluated Price Year 5 \$
		Total Evaluated Price (year 1 through year 5 + Historical Document Conversion) \$

*monthly charge will begin after TO Manager approves that transition is complete

Authorized Individual Name

Company Name

Title

Company Tax ID #

Signature

Date

ATTACHMENT 2 TO CONTRACTOR MINORITY BUSINESS ENTERPRISE FORMS

CATS+ TORFP # R00B4400108

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 (Not Applicable)

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. R00B4400108, 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 30 percent and, if specified in the solicitation, the following subgoals (complete for only those subgoals that apply):

- 0 percent African American-owned MBE firms
- 0 percent Asian American-owned MBE firms
- 0 percent Hispanic American-owned MBE firms
- 0 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/offeree:

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/offeree; 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/offeree 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/offerees in meeting the contract. For example, when the apparent successful bidder/offeree 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/offeree could have met the goal. If the apparent successful bidder/offeree fails to meet the goal, but meets or exceeds the average MBE participation obtained by other bidders/offerees, this, when viewed in conjunction with other factors, could be evidence of the apparent successful bidder/offeree having made Good Faith Efforts.

IV. Documenting Good Faith Efforts

At a minimum, a bidder/offeree 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/offeree’s compliance with the outreach efforts prescribed by COMAR 21.11.03.09C(2)(a). (Complete Outreach Efforts Compliance Statement – Attachment 2-2).
2. A detailed statement of the efforts made to contact and negotiate with MBE Firms including:

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

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

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

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

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

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

D. Other Documentation

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

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

Exhibit A
MBE Subcontractor Unavailability Certificate

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

located at _____
(Number) (Street)

(City) (State) (Zip)

was offered an opportunity to bid on Solicitation No. _____
in _____ County by _____
(Name of Prime Contractor's Firm)

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

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

MDOT Certification # Telephone #

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

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

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

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

Page __ of __

Prime Contractor:	Project Description:
Solicitation Number:	

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

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

Company Name

Signature of Representative

Address

Printed Name and Title

City, State and Zip Code

Date

GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST

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

Page __ of __

Prime Contractor:	Project Description:
Solicitation Number:	

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

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

Please check if Additional Sheets are attached.

GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST

Part 2 – identified MBE firms and record of solicitations

Page of

Prime Contractor:	Project Description:
Solicitation Number:	

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

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

Please check if Additional Sheets are attached.

GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST

Part 3 – additional information regarding rejected MBE quotes

Page of

Prime Contractor:	Project Description:
Solicitation Number:	

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

Describe Identified Items of Work Not Being Performed by MBE (Include spec/ section number from bid)	Self-performing or Using Non-MBE (Provide name)	Amount of Non-MBE Quote	Name of Other Firms who Provided Quotes & Whether MBE or Non-MBE	Amount Quoted	Indicate Reason Why MBE Quote Rejected & Briefly Explain
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE	\$ _____	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE	\$ _____	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE	\$ _____	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE	\$ _____	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE	\$ _____	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<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.R00B4400108, 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. R00B4400108, 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
Signature of Representative:

Printed Name and Title:

Firm's Name:

Federal Identification Number:

Address:

Telephone:

Date:

SUBCONTRACTOR
Signature of Representative:

Printed Name and Title:

Firm's Name:

Federal Identification Number:

Address:

Telephone:

Date:

**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. R00B4400108, 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

MSDE

Minority Business Enterprise Participation

Prime Contractor Paid/Unpaid MBE Invoice Report

Report #: _____	Contract #: <u>R00B4400108</u>
Reporting Period (Month/Year): _____	Contracting Unit: <u>Childcare Credentialing</u>
Report is due to the MBE Officer by the 15th of the month following the month the services were provided.	Contract Amount: _____
Note: Please number reports in sequence	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:		List dates and amounts of any outstanding invoices:	
Invoice#	Amount	Invoice #	Amount
1.		1.	
2.		2.	
3.		3.	
4.		4.	
Total Dollars Paid: \$ _____		Total Dollars Unpaid: \$ _____	
<p>**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.</p> <p>**Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred):</p>			
Submit to: June Dwyer june.dwyer@maryland.gov			

Signature: _____ Date: _____

(Required)

ATTACHMENT 2 -4B: MBE PRIME CONTRACTOR REPORT

MSDE

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 #: <u>R00B4400108</u> Contracting Unit: <u>Childcare Credentialing</u> 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):

Submit to: June Dwyer June.dwyer@maryland.gov

Signature: _____ Date: _____

(Required)

This form must be completed monthly by MBE subcontractor

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

Minority Business Enterprise Participation

Subcontractor Paid/Unpaid MBE Invoice Report

Report#: _____	Contract # <u>R00B4400108</u>
Reporting Period (Month/Year): _____	Contracting Unit: <u>Childcare Credentialing</u>
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):		
Submit to: June Dwyer june.dwyer@maryland.gov		

Signature: _____ Date: _____

(Required)

ATTACHMENT 3 TASK ORDER AGREEMENT

CATS+ TORFP# ADPICS PO R00B4400108 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 State Department of Education (MSDE).

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 MSDE, as identified in the CATS+ TORFP # R00B4400108.
 - b) “CATS+ TORFP” means the Task Order Request for Proposals # R00B4400108, 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 TO Procurement Officer. The Agency may change the TO Procurement Officer at any time by written notice.
 - e) “TO Agreement” means this signed TO Agreement between MSDE 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. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
 - h) “TO Technical Proposal” means the TO Contractor’s technical response to the CATS+ TORFP dated date of TO Technical Proposal.
 - i) “TO Financial Proposal” means the TO Contractor’s financial response to the CATS+ TORFP dated date of TO Financial Proposal.
 - j) “TO Proposal” collectively refers to the TO Technical Proposal and TO Financial Proposal.
2. Scope of Work
 - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supercede 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 three (3) years commencing on the date of Notice to Proceed and terminating on Month Day, Year. At the sole option of the State, this TO Agreement may be extended for two (2) additional, one (1) year periods for a total TO Agreement period ending on Month, Day, Year.

4. Consideration and Payment

- 4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS+ TORFP and shall not exceed \$_____. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor’s risk of non-payment.
- 4.2 Payments to the TO Contractor shall be made as outlined Section 2 of the CATS+ TORFP, but no later than thirty (30) days after the Agency’s receipt of a proper invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.
- 4.3 Each invoice for services rendered must include the TO Contractor’s Federal Tax Identification Number which is _____. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to the Agency TO Manager unless otherwise specified herein.
- 4.4 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer.

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

By: Type or Print TO Contractor POC

Date

Witness: _____

STATE OF MARYLAND, MSDE

By: insert name, TO Procurement Officer

Date

Witness: _____

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

Assistant Attorney General

ATTACHMENT 4 CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

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

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

Date: _____ By: _____

(Authorized Representative and Affiant)

**ATTACHMENT 5 LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY
(INSTRUCTIONS)**

- 1) For this TORFP R00B4400108
 - a) Master Contractors shall comply with all personnel requirements defined under the Master Contract RFP 060B2490023.
 - b) Master Contractors shall propose the CATS+ Labor Category that best fits each proposed resource. A Master Contractor may only propose against labor categories in the Master Contractor's CATS+ Master Contract Financial Proposal.
 - c) 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 5 5A – MINIMUM QUALIFICATIONS SUMMARY
CATS+ TORFP # R00B4400108

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

Proposed Individual’s Name and Company/Sub-Contractor:	List how the proposed individual meets each requirement by including a reference to relevant entries in Form 5B						
LABOR CATEGORY TITLE – Systems/Facility Management and Maintenance							
Education: Insert the education description from the CATS+ Master Contract RFP from Section 2.10 for the applicable labor category	(Identify school or institution Name; Address; Degree obtained and dates attended.)						
Generalized Experience: Insert the generalized experience description from the CATS+ Master Contract RFP from Section 2.10 for the applicable labor category Provide dates in the format of MM/YY to MM/YY	(Identify specific work experiences from the resume that illustrate compliance with the Master Contract RFP Labor Category requirements for Generalized Experience.) <table border="1" data-bbox="799 779 1464 900"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>Job Title and Company</th> </tr> </thead> <tbody> <tr> <td colspan="2">Match to Form 5B:</td> <td><insert cross-reference(s) to the full description on Form 5B></td> </tr> </tbody> </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>					
Specialized Experience: Insert the specialized experience description from the CATS+ Master Contract RFP from Section 2.10 for the applicable labor category Provide dates in the format of MM/YY to MM/YY	(Identify specific work experiences from the resume that illustrate compliance with the Master Contract RFP Labor Category requirements for Specialized Experience.) <table border="1" data-bbox="799 1043 1464 1165"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>Job Title and Company</th> </tr> </thead> <tbody> <tr> <td colspan="2">Match to Form 5B:</td> <td><insert cross-reference to the full description on Form 5B></td> </tr> </tbody> </table>	FROM	TO	Job Title and Company	Match to Form 5B:		<insert cross-reference to the full description on Form 5B>
FROM	TO	Job Title and Company					
Match to Form 5B:		<insert cross-reference to the full description on Form 5B>					
TORFP Additional Requirements Minimum qualifications and required certifications as defined in Section 2.9 of this TORFP. Provide dates in the format of MM/YY to MM/YY							

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

Master Contractor Representative:

_____ Signature _____ Date

Proposed Individual:

_____ Signature _____ Date

ATTACHMENT 5 5B – PERSONNEL RESUME FORM

CATS+ TORFP # R00B4400108

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

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

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

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

Relevant Work Experience*

Describe work experience relevant to the Duties / Responsibilities and Minimum Qualifications described in Section 2 of the TORFP. Start with the most recent experience first; do not include experience not relevant to the scope of this TORFP; use Employment History below for full employment history. Enter dates as MM/YY – MM/YY. Add lines as needed.

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

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

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

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

Reference Number:	1
Date From:	<mm/yy>
Date To:	<mm/yy>

Organization Name:	<insert organization name>
Contact Name:	<insert contact>
Contact Phone:	<insert phone>
Contact e-mail:	<insert e-mail>
Details:	<insert details>

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

Master Contractor Representative:

_Signature Date

Proposed Individual:

Signature Date

Instruction: Sign each form.

ATTACHMENT 6 PRE-PROPOSAL CONFERENCE DIRECTIONS

Maryland State Department Of Education
Nancy S Grasmick State Education Building
200 West Baltimore Street
Baltimore, MD 21201

From Interstate 95 (Washington, D. C.)

95 to Exit 53 – “Route 395 North/Downtown”. On 395, take exit “Downtown/Inner Harbor”, which is the left lane. Stay in left lane. “Downtown/Inner Harbor” exit becomes Howard Street. Cross Conway, Camden, and Pratt Streets. After Pratt, get in the right lane. Cross Lombard Street, turn right at next light which is Baltimore Street. You can turn right from both lanes, but the left lane of Howard Street puts you into the left lane of Baltimore Street and gives easy access to the parking lot, and directly across from the Royal Farms Arena (Formerly First Mariners Arena) From Interstate 95 (North of Baltimore—Philadelphia/New York)

95 South to Baltimore. Pass the exits to 695 – Baltimore Beltway. As soon as you pass the 695 exits, get in the right two lanes. Stay to the right and follow signs to 95 South/Ft. McHenry Tunnel. (The left two lanes go to 895 and the “old” Harbor Tunnel.) When you exit the Ft. McHenry tunnel stay on the right and take the first exit – 395/Baltimore/Downtown. On the exit ramp you should begin to move to the left and continue to follow the signs that say “Downtown/Inner Harbor”. Downtown/Inner Harbor” exit becomes Howard Street. Cross Conway, Camden, and Pratt Streets. After Pratt, get in the right lane. Cross Lombard Street, turn right at next light which is Baltimore Street. You can turn right from both lanes, but the left lane of Howard Street puts you into the left lane of Baltimore Street and gives easy access to the parking lot next to the building. MSDE is in the middle of the block, on the left, right next to the parking lot, and directly across from the Royal Farms Arena (Formerly First Mariners Arena)

From Annapolis – Route 50

Route 50 West to Route 97 North to Baltimore to exit “695 (Baltimore Beltway) West” to Baltimore. Exit 7B from the Beltway to Baltimore-Washington Parkway “295 North to Baltimore”. Follow directions below for 295 North to Baltimore.

From the Baltimore-Washington Parkway (Route 295)

295 North to Baltimore – all the way into Baltimore City. The name of the road/street changes from BW Parkway to Russell Street to Paca Street. As you come into the city you will pass the site of the new Camden Yards (Oriole Ballpark) on the right, you will cross Pratt Street, Lombard Street, and Redwood Street. At Baltimore Street turn right. Cross Eutaw Street and Howard Street. MSDE is in the middle of the block, on the left, right next to the parking lot, and directly across from the Royal Farms Arena (Formerly First Mariners Arena).

ATTACHMENT 7 NOTICE TO PROCEED (SAMPLE)

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS+ Solicitation Number (TORFP #): R00B4400108

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,

June Dwyer

Task Order Procurement Officer

Enclosures (2)

cc: Angeline Bishop-Osoko

Procurement Liaison Office, Department of Information Technology

Project Oversight Office, Department of Information Technology

ATTACHMENT 8 AGENCY RECEIPT OF DELIVERABLE FORM

THIS FORM NOT APPLICABLE TO THIS TORFP

ATTACHMENT 9 AGENCY DELIVERABLE PRODUCT ACCEPTANCE FORM

Agency Name: MSDE

SOLICITATION NAME: CREDENTIALING PROGRAM HELP DESK, IMAGING AND DATA ENTRY PROCESSING

TO Manager: Angeline Bishop-Osoko

To:

The following deliverable, as required by Solicitation Number (TORFP #): #R00B4400108 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 # R00B4400108 for TORFP Credentialing Program Help Desk, Imaging and Data Entry Processing. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to _____. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described above, the OFFEROR agrees as follows:

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

OFFEROR: _____ BY: _____
 NAME: _____ TITLE: _____
 ADDRESS: _____

ATTACHMENT 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 MSDE (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 TORFP Credentialing Program Help Desk, Imaging and Data Entry Processing TORFP No. R00B4400108 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. Regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such, Confidential Information means (1) any and all information provided by or made available by the State to the TO Contractor in connection with the TO Agreement and (2) any and all personally identifiable information (PII) (including but not limited to personal information as defined in Md. Ann. Code, State Govt. § 10-1301) and protected health information (PHI) that is provided by a person or entity to the TO Contractor in connection with this TO Agreement. Confidential Information includes, by way of example only, information that the TO Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the TO Agreement.
2. TO Contractor shall not, without the State’s prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information except for the sole and exclusive purpose of performing under the TO Agreement. TO Contractor shall limit access to the Confidential Information to the TO Contractor’s Personnel who have a demonstrable need to know such Confidential Information in order to perform under the TO Agreement and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of the TO Contractor’s Personnel are attached hereto and made a part hereof as Exhibit A. Each individual whose name appears on Exhibit A shall execute a copy of this Agreement and thereby be subject to the terms and conditions of this Agreement to the same extent as the TO Contractor. TO Contractor shall update Exhibit A by adding additional names as needed, from time to time.
3. If the TO Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the TO Contractor’s performance of the TORFP or who will otherwise have a role in performing any aspect of the TORFP, the TO Contractor shall first obtain the written consent of the State to any such dissemination. The State may grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion.

4. TO Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, to adopt or establish operating procedures and physical security measures, and to take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and to prevent all or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.
5. TO Contractor shall promptly advise the State in writing if it learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of the TO Contractor’s Personnel or the TO Contractor’s former Personnel. TO Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).
6. TO Contractor shall, at its own expense, return to the Department, all Confidential Information in its care, custody, control or possession upon request of the Department or on termination of the TO Agreement.
7. A breach of this Agreement by the TO Contractor or by the TO Contractor’s Personnel shall constitute a breach of the Master Contract Agreement between the TO Contractor and the State.
8. TO Contractor acknowledges that any failure by the TO Contractor or the TO Contractor’s Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the TO Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The TO Contractor consents to personal jurisdiction in the Maryland State Courts. The State’s rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages from the TO Contractor and the TO Contractor’s Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys’ fees and disbursements) that are attributable, in whole or in part to any failure by the TO Contractor or any of the TO Contractor’s Personnel to comply with the requirements of this Agreement, the TO Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
9. TO Contractor and each of the TO Contractor’s Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement and the TO Contractor shall provide originals of such executed Agreements to the State.
10. The parties further agree that:

This Agreement shall be governed by the laws of the State of Maryland;

The rights and obligations of the TO Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;

The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;

Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and

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

TO Contractor/TO Contractor’s Personnel:

TO Requesting Agency: MSDE

Name: _____

Name: June Dwyer

Title: _____

Title: Procurement Officer

Date: _____

Date: _____

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

Printed Name and Address
of Employee or Agent

Signature

Date

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

ATTACHMENT 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 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:	R00B4400108
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)	

<p>C) Does each accepted substitution possess equivalent or better education, experience and qualifications than incumbent personnel? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)</p>
<p>Was the substitute approved by the agency in writing? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)</p>
<p>Section 4 – MBE Participation</p>
<p>A) What is the MBE goal as a percentage of the TO value? _____ % (If there is no MBE goal, skip to Section 5)</p>
<p>B) Are MBE reports 2-4A, 2-4B, and 2-5 submitted monthly? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)</p>
<p>C) What is the actual MBE percentage to date? (divide the dollar amount paid to date to the MBE by the total amount paid to date on the TO) _____ % (Example - \$3,000 was paid to date to the MBE subcontractor; \$10,000 was paid to date on the TO; the MBE percentage is 30% (3,000 ÷ 10,000 = 0.30))</p>
<p>Is this consistent with the planned MBE percentage at this stage of the project? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)</p>
<p>Has the Master Contractor expressed difficulty with meeting the MBE goal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If yes, explain the circumstances and any planned corrective actions)</p>
<p>Section 5 – TO Change Management</p>
<p>A) Is there a written change management procedure applicable to this TO? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)</p>
<p>B) Does the change management procedure include the following? Yes <input type="checkbox"/> No <input type="checkbox"/> Sections for change description, justification, and sign-off Yes <input type="checkbox"/> No <input type="checkbox"/> Sections for impact on cost, scope, schedule, risk and quality (i.e., the impact of change on satisfying TO requirements) Yes <input type="checkbox"/> No <input type="checkbox"/> A formal group charged with reviewing / approving / declining changes (e.g., change control board, steering committee, or management team)</p>
<p>C) Have any change orders been executed? Yes <input type="checkbox"/> No <input type="checkbox"/> (If yes, explain expected or actual impact on TO cost, scope, schedule, risk and quality)</p>
<p>D) Is the change management procedure being followed? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)</p>

SUBMIT AS INSTRUCTED IN TORFP.

ATTACHMENT 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 and Date: _____

ATTACHMENT 14 MERCURY AFFIDAVIT

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.

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

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.

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:

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

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

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

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

CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

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

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____ Title: _____

Witness Name (Typed or Printed): _____

Witness Signature and Date: _____

ATTACHMENT 17 SAMPLE WORK ORDER

WORK ORDER		Work Order #	Contract #		
			R00B4400108		
This Work Order is issued under the provisions of a TO. The services authorized are within the scope of services set forth in the Purpose 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 MSDE 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.		MSDE shall pay an amount not to exceed			\$
Contractor			Agency Approval		
(Signature) Contractor Authorized Representative		(Signature) TO Manager			(Date)
POC	(Print Name)		TO Manager	(Print Name)	
Telephone No.			Telephone No.		
E-mail:			E-mail:		

ATTACHMENT 18 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 19 PERFORMANCE EVALUATION FORM

Not Applicable to this TORFP.