

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



**MARYLAND STATE DEPARTMENT OF EDUCATION (MSDE)**

**SOLICITATION NUMBER R00R1600082**

**CHILD CARE SCHOLARSHIP CASE MANAGEMENT AND  
PAYMENT PROCESSING FUNCTIONS**

**ISSUE DATE: 9/17/2020**

**MARYLAND STATE DEPARTMENT OF EDUCATION (MSDE)**  
**KEY INFORMATION SUMMARY SHEET**

<b>Solicitation Title:</b>	Child Care Scholarship Case Management and Payment Processing Functions
<b>Solicitation Number (TORFP#):</b>	R00R1600082
<b>Functional Area:</b>	Functional Area 8 – Application Service Provider
<b>TORFP Issue Date:</b>	September 17, 2020
<b>TORFP Issuing Office:</b>	Maryland State Department of Education (MSDE or the "Department")
<b>Department Location:</b>	Nancy S. Grasmick State Education Building 200 West Baltimore Street, Baltimore MD 21201
<b>TO Procurement Officer:</b>	Mr. Rodney Spence 200 West Baltimore Street, Baltimore MD 21201
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<b>TO Proposals are to be sent to:</b>	<a href="mailto:Procurement.msde@maryland.gov">Procurement.msde@maryland.gov</a>
<b>TO Pre-proposal Conference:</b>	September 22, 10:30 AM Local Time. Join by phone (US) +1 262-264-8935 PIN: 974 705 091#  See <b>Attachment A</b> for directions and instructions.
<b>TO Proposals Due (Closing) Date and Time:</b>	<b>October 13, 2020 at 10:00 AM Local Time</b> Offerors are reminded that a completed Feedback Form is required if a no-bid decision is made (see <b>Section 5</b> ).
<b>MBE Subcontracting Goal:</b>	30%
<b>VSBE Subcontracting Goal:</b>	0%
<b>Task Order Type:</b>	Firm Fixed Price

<b>Task Order Duration:</b>	Three (3) year base period with two (2) one-year option periods, commencing from the Effective Date
<b>Primary Place of Performance:</b>	TO Contractor's Office Location
<b>SBR Designation:</b>	No
<b>Federal Funding:</b>	Yes
<b>Questions Due Date and Time</b>	September 23, 2020 at 10:00 AM Local Time.

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## 1 Minimum Qualifications

### 1.1 Offeror Personnel Minimum Qualifications

The following four (4) positions are considered key personnel. The Offeror shall propose specific resources for each of the four (4) key personnel in their Technical Proposal. The Offeror's key personnel must meet the minimum qualification criteria outlined below to be eligible for consideration in the evaluation of this TORFP. See **Sections 3.10.3 and 5.4** for additional detail regarding key personnel and your Technical Proposal.

#### 1.1.1 Program Manager

Meets the identified labor category description as described in **CATS + RFP Section 2.10.93** (<http://doit.maryland.gov/contracts/Documents/CATSPPlus2016/060B2490023-2016CATSPPlus2016RFP.pdf>), and as modified by **CATS+ RFP Amendment #4, Section 1.20.94** ([https://doit.maryland.gov/contracts/Documents/CATSPPlus2016/060B2490023-2016\\_Section2.10\\_Amendment.pdf](https://doit.maryland.gov/contracts/Documents/CATSPPlus2016/060B2490023-2016_Section2.10_Amendment.pdf)).

**Education:** High School Diploma or equivalent required. A Bachelor's degree is preferred.

**Experience:** At least five (5) years of experience in payment processing or five (5) years of experience managing child care subsidy authorization and eligibility.

#### 1.1.2 Audit Manager

Meets the identified labor category description as described in **CATS + RFP Section 2.10.21** (<http://doit.maryland.gov/contracts/Documents/CATSPPlus2016/060B2490023-2016CATSPPlus2016RFP.pdf>), and as modified by **CATS+ RFP Amendment #4, Section 1.20.94** ([https://doit.maryland.gov/contracts/Documents/CATSPPlus2016/060B2490023-2016\\_Section2.10\\_Amendment.pdf](https://doit.maryland.gov/contracts/Documents/CATSPPlus2016/060B2490023-2016_Section2.10_Amendment.pdf)).

**Education:** High School Diploma or equivalent required. A Bachelor's degree is preferred.

**Experience:** At least five (5) years of child care subsidy case management audit and/or payment processing experience.

#### 1.1.3 Group Facilitator (Senior)

Meets the identified labor category description as described in **CATS + RFP Section 2.10.73** (<http://doit.maryland.gov/contracts/Documents/CATSPPlus2016/060B2490023-2016CATSPPlus2016RFP.pdf>), and as modified by **CATS+ RFP Amendment #4, Section 1.20.94** ([https://doit.maryland.gov/contracts/Documents/CATSPPlus2016/060B2490023-2016\\_Section2.10\\_Amendment.pdf](https://doit.maryland.gov/contracts/Documents/CATSPPlus2016/060B2490023-2016_Section2.10_Amendment.pdf)).

**Education:** High School Diploma or equivalent required. A Bachelor's degree is preferred.

**Experience:** At least five (5) years of experience managing child care scholarship, customer service and/or provider payment processing personnel.

**1.1.4 Training Specialist/Instructor**

Meets the identified labor category description as described in **CATS + RFP Section 2.10.113** (<http://doit.maryland.gov/contracts/Documents/CATSPPlus2016/060B2490023-2016CATSPPlus2016RFP.pdf>), and as modified by **CATS+ RFP Amendment #4, Section 1.20.94** ([https://doit.maryland.gov/contracts/Documents/CATSPPlus2016/060B2490023-2016\\_Section2.10\\_Amendment.pdf](https://doit.maryland.gov/contracts/Documents/CATSPPlus2016/060B2490023-2016_Section2.10_Amendment.pdf)).

**Education:** High School Diploma or equivalent required. A Bachelor's degree is preferred.

**Experience:** At least two (2) years of experience training child care scholarship, case managers, customer service and/or provider payment processing personnel.

## **2 TO Contractor Requirements: Scope of Work**

### **2.1 Summary Statement**

- 2.1.1 The Maryland State Department of Education (MSDE or the "Department") is issuing this CATS+ TORFP in order to obtain a paperless, online application submission, case management and provider payment processing system that operates within a 50 mile radius of MSDE and where all system and program support is performed in the Continental United States.
- 2.1.2 The purpose of this solicitation is to procure a state-of-the-art commercially available COTS application to provide secure case management and payment processing services, as set forth in this TORFP.
- 2.1.3 The State does not wish to procure a software application still under development. The COTS software utilized in the solution shall be operational (i.e., not under development) and generally available by the due date of the TO Proposal, and fully available for use at the contract start date.
- 2.1.4 MSDE intends to award this Task Order to one (1) Master Contractor that proposes a team of resources and a Staffing Plan that can best satisfy the Task Order requirements.
- 2.1.5 Master Contractors are advised that, should a solicitation or other competitive award be initiated as a result of activity or recommendations arising from this Task Order, the Offeror awarded this Task Order may not be eligible to compete if such activity constitutes assisting in the drafting of specifications, requirement, or design thereof.
- 2.1.6 A Task Order award does not assure a TO Contractor that it will receive any State business under the Task Order.

### **2.2 Background and Purpose**

The Maryland State Department of Education (MSDE) has developed this Task Order Request For Proposal (TORFP) to select a TO Contractor to provide case management and payment processing functions for child care customers and providers utilizing the Child Care Scholarship (CCS) program. The CCS program serves approximately 11,200 families and 21,000 children. Approximately 15,000 invoices are paid each month using the Child Care Administration Tracking System (CCATS).

The purpose of the CCS program is to authorize financial assistance in the form of scholarships for child care costs to eligible working families in Maryland.

To receive this assistance, families must meet certain requirements as stated in Code of Federal Regulations (45CFR98), State regulations (COMAR 13A.14.06), and based upon programmatic changes and updates from time to time. The TO Contractor and its proposed solution must be capable of making any and all changes that are necessary as a result of any changes to regulations, programmatic changes or the terms of this TO Agreement. Eligible families select the child care provider of their choice. MSDE is responsible for ensuring providers are paid in a timely manner.

#### **2.2.1 Current Environment**

- A. The current CCS case management and payment processing functions are processed off site at the existing TO Contractor facility. The Department of Human Services (DHS), the Local Departments of Social Services (LDSS) currently assists customers by referring them to the TO Contractor. Presently, some LDSS issue referrals to the TO Contractor to expedite the processing of child care scholarships for customers approved or being processed to receive

Temporary Cash Assistance (TCA). Maryland has twenty-four (24) LDSS. The TO Contractor currently authorizes CCS services for TCA customers within all twenty-four (24) jurisdictions. Based upon a Memorandum of Understanding between the MSDE and the Department of Human Services, the TO Contractor may continue to authorize CCS Services for all 24 LDSS or for designated LDSS jurisdictions.

- B. Data is transmitted to and from MSDE/DHS via a secure T1 line. Data must be transmitted via a secure method, including if telework outside the TO Contractor facility is authorized or required.

#### **2.2.2 Existing Hardware**

- A. The CCATS servers and associated hardware are housed at MSDE.
- B. The existing case management and payment processing servers are located off-site from MSDE.
- C. Intel-based workstations or laptops are provided to existing TO Contractor personnel.

#### **2.2.3 Existing Software**

- A. Workstations are installed with basic agency software, including Microsoft Office version 2007 or greater.
- B. Existing case management and payment processing software application compatible with CCATS web application is based on the following: Oracle Weblogic, DB2, CCATS application developed in J2EE (v6), and Business Objects XI software.

#### **2.2.4 Existing Data/Content Management**

All source data/content is kept within the CCATS database. Case management and payment processing is conducted off-site from MSDE.

#### **2.2.5 State Staff and Roles**

In addition to the TO Procurement Officer and TO Manager, the State will provide a State Project Manager.

- A. State Project Manager
  - 1. The State will provide a State Project Manager who will be responsible for providing direct guidance and oversight for the TO Contractor. The State Project Manager will be responsible for initiating and/or approving Task Order/Work Order changes and invoices.
  - 2. The State Project Manager will provide the following:
    - i. Child Care Automated Tracking System (CCATS)  
MSDE will provide access to CCATS, MSDE's software application used to process all CCS inventories. MSDE's CCATS project manager will be

responsible for facilitating communications, assigning system logons and resolving any issues along with MSDE and system vendor.

ii. Other Software Applications

MSDE will provide connectivity to the MSDE network. The TO Contractor will be responsible for maintaining a license for Work Number throughout the term of the TO contract. The Work Number is an Equifax user-paid verification of employment database. The Work Number provides instant employment and income verification and will be used by the TO Contractor as a secondary verification of all income before the approval or denial of child care services.

iii. CCS Regulations

MSDE will electronically provide the TO Contractor with the Code of Maryland Agency Regulations 13A.14.06. CCS Documentation

MSDE will provide the TO Contractor with the electronic version of any CCS or CCATS manuals, policy and procedure guides, or forms.

iv. CCS Policy & Procedures

MSDE will provide the TO Contractor with initial policy and system training and ongoing technical assistance including policy interpretation and policy changes. MSDE will provide mandatory training to all TO Contractor staff, up to four (4) times per year.

v. Mail House

MSDE will provide a mail house to ensure the mailing of system generated documents to customers.

**B. Other State Furnished Roles**

TO Contractor will receive consultation from other MSDE personnel, as directed by the State Project Manager.

**2.2.6 Other State Responsibilities**

**A. The State will provide direct guidance to the TO Contractor regarding:**

- 1) information and formats needed for State and Federal audits,
- 2) deadlines and formats for State and Federal audits, and
- 3) consumer inquires

**B. The State is responsible for providing required information, data, documentation, and test data to facilitate the TO Contractor's performance of the work, and will provide additional assistance, as necessary.**

### 2.3 Responsibilities and Tasks

The MSDE Office of Child Care seeks a well-qualified service provider that will handle all aspects of case management using the Childcare Automated Tracking System (CCATS), and/or any other systems used by MSDE Office of Child Care, and in accordance with MSDE regulations, policies, and procedures. The scope of work is divided into two sections, Functional Work Requirements and Technical Requirements.

#### 2.3.1 Functional Work Requirements

Scope of Work	Requirements
Transition-In Planning	TO Contractor shall develop a transition-in plan from the existing system architecture to the proposed version.
Service Level Agreements (SLA)	TO Contractor shall maintain sufficient staff, duties and roles needed to meet or exceed all SLA requirements (See Section 2.6)
Subject Matter Experts	1. TO Contractor shall provide a team of subject matter experts in CCS authorization, provider payment, policies and procedures, and customer services.
	2. TO Contractor’s Subject Matter Experts shall coordinate and manage the preparation of analysis, evaluations, and recommendations for proper implementation of CCS programmatic, audit and Service Level Agreement (SLA) requirements.
Paperless Processing Payments and Payment Adjustments	3. TO Contractor shall process all properly submitted invoices.
	4. TO Contractor shall document improperly submitted invoices in the provider record and contact the provider in writing for corrections.
	5. TO Contractor shall correct underpayments.
	6. TO Contractor shall have a supervisor review attendance processed from the invoice and accept or reject the invoice based upon payment being authorized correctly.
Investigating, Calculating, and Recovering Overpayments	1. TO Contractor shall use best efforts to detect any and all non-fraud and fraud overpayments and calculate the amount to be recovered.
	2. TO Contractor shall generate and mail the series of three Overpayment Notification Letters (Appendix 6) to providers and/or customers.
	3. TO Contractor shall refer the overpayment to the Central Collections Unit (CCU) if the provider or customer does not respond in the time allowed regarding repayment.

<p>Calculating Underpayments and Creating Check Writer Payments</p>	<ol style="list-style-type: none"> <li>1. TO Contractor shall correctly calculate and process check writer underpayment amount to providers when invoice payments are not correct.</li> <li>2. TO Contractor’s Supervisor shall complete a review of the check writer underpayment amount authorized.</li> </ol>
<p>Handling Checks Received</p>	<ol style="list-style-type: none"> <li>1. TO Contractor shall batch and send all checks received to MSDE for handling.</li> <li>2. TO Contractor shall maintain a list of any checks sent to MSDE with a date for tracking purposes.</li> </ol>
<p>Testing CCATS Enhancements</p>	<ol style="list-style-type: none"> <li>1. TO Contractor shall test CCATS enhancements in the testing and production environments using test scripts developed by MSDE whenever system updates occur.</li> <li>2. TO Contractor shall document and report any errors to the CCATS Testing Team.</li> </ol>
<p>Training</p>	<ol style="list-style-type: none"> <li>1. TO Contractor shall develop and implement a comprehensive training program TO Contractor staff and provide on-going training.</li> <li>2. TO Contractor shall develop and offer refresher training if required, or if mandated by MSDE.</li> <li>3. TO Contractor shall attend all CCATS training provided by MSDE.</li> <li>4. TO Contractor shall conduct “super-user” level training every other month, and/or as directed by MSDE.</li> <li>5. TO Contractor shall support MSDE Consumer Education Outreach Efforts.</li> <li>6. TO Contractor shall complete parent and Provider outreach at conferences and community events, as requested by MSDE.</li> <li>7. TO Contractor shall develop, prepare, and revise appropriate training materials.</li> <li>8. TO Contractor shall prepare all instructor materials (course outline, background material, and training aids).</li> <li>9. TO Contractor shall develop online training materials and YouTube videos used or accessed by parents, Providers and customers.</li> <li>10. TO Contractor shall provide the necessary personnel and outreach materials (course manuals, workbooks, handouts, completion certificates, and course critique forms) for internal and external training or conferences held by the TO Contractor or MSDE.</li> <li>11. TO Contractor shall train personnel, child care providers, parents, and community partners using formal classroom courses, workshops, and seminars across the 24 jurisdictions, at the request of MSDE.</li> </ol>

<p>Participating in Administrative Hearings/Other Proceedings</p>	<ol style="list-style-type: none"> <li>1. Cases submitted by parents shall be mediated by the TO Contractor or referred for an Administrative Hearing.</li> <li>2. TO Contractor shall prepare the summary of facts and organize supporting documentation for the hearing.</li> <li>3. TO Contractor shall attend Administrative Hearings and testify, if requested.</li> </ol>
<p>Responding to Verbal and Written Inquiries from Providers and Customers</p>	<ol style="list-style-type: none"> <li>1. TO Contractor shall provide Customer Service Representatives available during Normal State Business Hours to address provider and parent concerns, either verbally or via email.</li> <li>2. TO Contractor shall have a solution in place to communicate with non-English language speaking child care providers and parents.</li> <li>3. TO Contractor shall maintain an up-to-date contact list with resources, including, but not limited to, regional licensing offices and child care resource and referral agencies. This list shall be used to refer customers as needed.</li> <li>4. TO Contractor shall maintain a list of eligibility and payment concerns from providers and customers. Items that are reported multiple times shall be escalated to MSDE for investigation and mitigation.</li> <li>5. TO Contractor shall report suspected child or adult abuse and neglect to the DHS Local Departments of Social Services (LDSS) office in the family’s area, as well as any teen parents who are not emancipated and do not have adult supervision.</li> </ol>
<p>Handling Mail and Postage</p>	<ol style="list-style-type: none"> <li>1. The TO Contractor shall provide postage and handling for documents generated outside of the CCATS batch mailing process. Documents include, but are not limited to, requested forms, inquiries for additional verification, etc.</li> <li>2. TO Contractor shall track returned mail and make every effort to locate the provider or customer. If a correct address is obtained, the TO Contractor shall update the address in CCATS.</li> </ol>
<p>Maintaining Forms</p>	<p>TO Contractor shall maintain a readily-available electronic or hard copy of all current CCS forms for providers and customers. Forms shall be updated for imaging and indexing purposes.</p>
<p>Disseminating Provider Information via Training, Newsletters, Notices, Etc.</p>	<ol style="list-style-type: none"> <li>1. TO Contractor shall attend information sessions to provide payment processing overview or updates.</li> <li>2. TO Contractor shall develop and disseminate basic CCS payment overview information to child care providers. The TO Contractor shall provide notification when a system-wide payment issue occurs.</li> </ol>

	3. TO Contractor shall communicate (via phone, text, mail, or email) with providers regarding changes or challenges associated with processing invoices.
Verifying Reported Attendance	1. TO Contractor shall perform an attendance audit by selecting a random sample of twenty-five (25) percent of provider invoices once every two weeks. This audit verifies children’s attendance.
	2. TO Contractor shall verify attendance reported with the parent’s signature on the provider’s sign-in and out sheet.
Fraud and Violation Detection	1. TO Contractor shall refer any suspected instances of provider or customer fraud to the MSDE Fraud Investigator.
	2. TO Contractor shall establish an Investigative Unit. This Unit will work directly with the MSDE CCS Investigator and the MSDE Office of Child Care on identifying CCS authorization or payment violations.
	3. TO Contractor shall review cases for front-end (intentional and unintentional) program violations and/or potential fraud.
	4. TO Contractor shall maintain a list of all program violations and/or potential fraud cases reported to the MSDE Fraud Investigator. The list shall include the name, type (provider or customer), and date of discovery.
	5. TO Contractor shall collect supporting information and documentation and provide it to the MSDE Fraud Investigator.
	6. TO Contractor shall support and receive direct guidance from the MSDE CCS Investigator and the MSDE Office of Child Care on potential child care scholarship fraud or licensing violations to be reviewed across the 24 jurisdictions.
Managing and Line Supervision	1. TO Contractor shall ensure job expectations approved by MSDE are satisfied in an efficient manner. TO Contractor shall give assignments and monitor the TO Contractor personnel’s work.
	2. TO Contractor shall review fifty percent (50%) of the cases authorized per month per Eligibility Case Manager to ensure the correct policies and procedures are applied. If errors are found, additional reviews of cases will be required. The TO Contractor shall use the existing MSDE Comprehensive Program Review System (CPRS) and/or review form(s) designated by the Division.
Determining Eligibility for Customers	1. TO Contractor shall maintain sufficient staff to complete data entry in a high production, closely monitored work environment. Case Managers will enter data from a variety

	<p>of source documents with specific standards maintained for authorization, payment and programmatic accuracy. Case Managers will approve or deny benefits and will complete the Informal Provider approval process.</p> <p>2. TO Contractor shall determine customer applications in a timely manner. Applications include:</p> <ul style="list-style-type: none"> <li>a. CCS paper application</li> <li>b. Online application</li> <li>c. Forms approved by the division</li> </ul> <p>The TO Contractor shall provide a paperless case management and provider payment processing system. TO Contractor shall have an alternative method for determining additional customer applications and provider payments during State and county emergencies.</p> <p>3. TO Contractor shall develop an alternative method for online application submission. MSDE will review and approve the suggested methods and materials prior to implementation.</p> <p>4. TO Contractor shall assign priority to:</p> <ul style="list-style-type: none"> <li>a. CCS/Temporary Cash Assistance (TCA) applications</li> <li>b. Minor parents</li> <li>c. Head Start</li> <li>d. Social Security Income (SSI)</li> <li>e. Homelessness</li> </ul> <p>5. TO Contractor shall review customer documentation, databases, and resources available to determine eligibility.</p> <p>6. TO Contractor shall enter the data and case narration into CCATS.</p> <p>7. TO Contractor shall send letters and documentation to customers and providers.</p> <p>8. TO Contractor shall implement policies and procedures to ensure that TO Contractor staff do not authorize payments for themselves, relatives, household members, friends, etc.</p>
<p>Managing Scholarships</p>	<p>TO Contractor shall issue scholarships to customers and issue receipted scholarships to providers.</p>
<p>Managing Customer Cases</p>	<p>1. TO Contractor shall complete customer redeterminations and interim changes.</p> <p>2. TO Contractor shall pick up the current and historical case management records from each of the Statewide DHS local Departments of Social Services and/or current contractor for imaging and indexing.</p>

	3. TO Contractor shall ensure that customer and provider records are secure and confidentiality policies and procedures are followed.
Providing Community Education and Outreach	1. Upon request, the TO Contractor shall inform eligible CCS customers of all child care assistance options that may be available to them including Pre-Kindergarten and Head Start services.
	2. TO Contractor shall emphasize the importance of quality child care and encourage parents to access the Maryland EXCELS ( <a href="http://www.Marylandexcels.org">www.Marylandexcels.org</a> ), Check Child Care Maryland ( <a href="http://www.checkccmd.org">www.checkccmd.org</a> ), and MSDE Consumer Education ( <a href="http://www.marylandchild.org">www.marylandchild.org</a> ) websites.
	3. TO Contractor shall conduct outreach efforts to CCS customers who have not applied for services, but may be eligible.
	4. TO Contractor shall make every effort to reach out to special populations such as groups with English as a second language, children with special needs, families experiencing homelessness, and teen parents.
	5. TO Contractor shall refer customers to other services when necessary. Services include, but are not limited to, child support, child welfare, LOCATE, Licensing, or Food Stamps (SNAP).
	6. TO Contractor shall have the ability to send mass emails and text messaging to customers and child care providers.
Overseeing Administrative and Clerical Support	TO Contractor shall track all incoming and outgoing documentation and ensure all deadlines are met.
Payment Processing Transition-In	1. TO Contractor shall clearly outline a plan to ensure a smooth transition from the existing contractor.
	2. TO Contractor shall transfer all images (current and historical) dating back to implementation. All images shall be legible and easily viewed without additional software, licenses, or associated costs.
	3. TO Contractor shall receive all pending work (including invoices, overpayments, and outstanding customer service issues). All pending work, and due dates, shall be transferred from the existing TO Contractor.
Case Management Transition-In	1. TO Contractor shall clearly outline a plan to ensure a smooth transition from the current contractor.
	2. The TO Contractor shall attend scheduled meetings with MSDE and provide updates on project schedules, risks and other requests as identified by MSDE.
Document Translation	1. TO Contractor shall provide document translation of eligibility documents into the following foreign languages: Spanish, French, Korean, Vietnamese, Yoruba, Arabic,

	<p>Amharic, Tagalog, Chinese (Mandarin and Cantonese), and Russian within five (5) days of MSDE delivery.</p> <p>2. TO Contractor shall translate all standard eligibility documents and translate the <a href="http://www.Money4ChildCare.com">www.Money4ChildCare.com</a> website within ninety (90) days of the contract start date.</p> <p>3. TO Contractor shall translate informational and consumer educational materials and parent and provider letters into the non-English languages within five (5) days of MSDE delivery.</p> <p>4. TO Contractor shall translate MSDE Division of Early Education website into the designated language. Translation of the Child Care Scholarship section of website shall begin after the translation of the eligibility documents.</p> <p>5. TO Contractor shall ensure that document translation is at least 98% accurate.</p>
	<p>6. Conducts research and ensures the use of proper technical terminology. Translates technical information into clear, readable documents used by customers and child care providers. Must demonstrate the ability to work independently or under only general direction. Translates documents, at the advance level, from English into one of the following languages at the advance level: Spanish, Mandarin, French, Korean, Vietnamese, Yoruba, Arabic, Amharic, Tagalog, and Russian.</p>
<p>Quality Assurance Reviews</p>	<p>1. TO Contractor shall form a Quality Assurance Review team to monitor transactions and case management processes for overpayments, underpayments, and accuracy.</p> <p>2. TO Contractor conducts quality assurance reviews on the CCS application approval and denial process, provider payment process, and the informal provider approval process at predetermined points throughout the authorization life cycle to ensure proper authorization and to identify any potential deficiencies or improper payments (under or overpayments). Examines and evaluates the quality assurance processes and identifies authorization or programmatic errors that require corrections. Develops and ensures the implementation of quality review standards and assurance plans.</p> <p>3. TO Contractor shall maintain sufficient quality assurance staff to meet or exceed Service Level Agreements (SLA) outlined in Section 2.6. and all Quality Assurance Functional Work Requirements.</p> <p>4. TO Contractor shall maintain sufficient quality assurance staff to complete the number of provider payment audits</p>

	<p>outlined in the Functional Work Requirement and for CCDF benefits authorized through automation and/or manually in response to emergency preparedness efforts or other efforts not supported through current automation.</p> <p>5. TO Contractor shall provide sufficient quality assurance management and supervisory support to improve efficiency (e.g., reduce improper authorization, repeat audit findings, reduce provider overpayment and reduction of administrative errors), monitors issuance of CCS benefits and provider payment and provides resolutions for timely and adequate case review.</p> <p>6. TO Contractor shall identify any intentional program violations or potential customer/provider fraud through random record review.</p> <p>7. TO Contractor shall conduct 100% case review of all TO Contractor case manages records for the first twelve months of employment.</p> <p>8. TO Contractor shall conduct 100% pre-authorization review before CCS benefits are authorized by TO Contractor case managers.</p> <p>9. TO Contractor shall conduct 100% case record review on all CCS cases authorized. . . The current MSDE Comprehensive Program Review System (CPRS) and/or the review form(s) designated by the Division must be used.</p> <p>10. TO Contractor shall conduct twenty-five (25) percent TO Contractor Second Level TO Contractor Supervisor Review for all cases reviewed to ensure the quality assurance team is accurately citing case manager improper payment authorization or programmatic deficiencies.</p> <p>11. TO Contractor shall monitor internal processes and procedures to ensure compliance with SLA requirements.</p> <p>12. TO Contractor shall prepare and provide documents required for audits or secondary review in the manner requested by MSDE.</p> <p>13. TO Contractor shall complete mandatory Child Protective Services (CPS) record review of 100% of all Informal Provider case records approved for payment.</p> <p>14. TO Contractor shall perform a 100% CPS record review for each newly approved Informal Child Care Provider and at informal provider renewals.</p>
<p>Report Generation</p>	<p>TO Contractor shall be responsible for accessing and using CCATS generated Business Objects reports and Case Management Reports to assist with case management, quality assurance, and SLA compliance.</p>

Case Narration	TO Contractor shall ensure that the proposed solution(s) will allow individual case notes and narration to be inserted and batched into CCATS overnight.
Informal Provider Approval Process	1. TO Contractor shall forward to MSDE any informal provider Criminal Background Checks (CBC), with noted violations. MSDE will determine if the clearance is such that the provider is prohibited from participation in the CCS Program.
	<p>TO Contractor shall notify MSDE once informal providers have completed all requirements for approval. MSDE will review the packet and approve the provider.</p> <p>2. TO Contractor shall assume the duties involved in the Informal Provider Approval Process. The Informal Provider Approval Process includes reviewing clearances and Health and Safety forms, mailing informal provider renewal packets, provider case record management, immunization review, informal provider inspections, CCATS system updates and provider renewals.</p>
Frozen Status Process	1. TO Contractor shall manage the process for frozen status due to lack of funds or other circumstances.
	2. TO Contractor shall approve the CCS Applications within 30 days of Frozen Status being lifted.
	3. TO Contractor shall remove customers from Frozen Status based upon guidance from MSDE.
Marketing	1. TO Contractor shall perform statistical analyses of responses to online surveys; conduct various Internet analyses; and develop methodologies for optimum study results.
	2. TO Contractor shall review marketing campaigns and their impact on web site audience behavior; develops online survey questionnaires and launches surveys.
	3. TO Contractor shall develop marketing and promotion strategies and tactics; evaluate concepts for advertising campaigns; develops and manage qualitative market research studies and develops reports.
	4. TO Contractor shall analyses web site traffic and develops quantitative reports based upon the State and 24 jurisdictions.

<p>Graphic Designs</p>	<p>TO Contractor shall recommend various methods of portraying ideas and the design, layout, and generation of a variety of graphical presentation products from rough drafts or outlines in support of MSDE’s development of outreach, training, presentation, translation, website and customer service materials.</p>
<p>Customer Service</p>	<ol style="list-style-type: none"> <li>1. TO Contractor shall maintain customer service staff dedicated to assisting customers and providers with accessing CCS services. Services include, but are not limited to, assisting with the completion of CCS Applications, understanding CCS policies and procedures, and completing provider payment processes. Services shall be provided in the manner that best services the customer, e.g., by phone, virtually, conferences, community events, provider trainings and by scheduled appointments.</li> <li>2. TO Contractor shall answer and complete research needed to address provider and customer inquiries; forwards calls, as needed, to the correct units or staff; and upholds Governor Hogan’s customer service standards.</li> <li>3. TO Contractor shall support MSDE Market Rate Survey data collection effort and other consumer serve support inquires, survey or other parent/provider initiatives, as directed by MSDE.</li> <li>4. TO Contractor shall provide daily management support to the TO Contractor staff responsible for providing guidance, technical assistance and by developing measures that ensure the States customer service standards and SLA requirements are met or exceeded.</li> <li>5. TO Contractor shall provide daily supervisory support and direction to staff who are responsible for phone support to users in the areas of e-mail, fax, or mail.</li> <li>6. TO Contractor shall ensure personnel who serve as the first point of contact for troubleshooting consumer problems: respond accurately to consumer and child care provider inquires; supports MSDE consumer education efforts; and upholds Governor Hogan’s customer service standards.</li> </ol>
<p>Employment and Income Verification</p>	<p>TO Contractor shall maintain an Equifax Work Number License throughout the duration of the contract in order to complete eligibility determination.</p>
<p><b>Audits</b></p>	<ol style="list-style-type: none"> <li>1. TO Contractor shall assist in developing the audit plan and in providing direction to the unit completing programmatic audit reviews.</li> <li>2. TO Contractor shall develop audit procedures that address case management and provider payment authorization</li> </ol>

	<p>completed through automation and manually in response to emergency preparedness efforts, with the goal of reducing improper payment and authorization.</p> <p>3. TO Contractor shall assist with documenting the amount of administrative errors committed by the TO Contractor, as identified during audits, quality assurance reviews or during MSDE internal audits and submitting that amount to be deducted from the TO Contractor’s Monthly Invoice.</p> <p>4. TO Contractor shall assist with the collection of any amounts due to the State as a result of audits findings or quality assurance reviews.</p> <p>5. TO Contractor is responsible for providing documents supporting the authorization of CCDF funds, audit report(s) and findings as requested by MSDE.</p> <p>6. TO Contractor shall provide overall Audit support to MSDE on multiple audits from various State and Federal auditors.</p> <p><b>Duties:</b> Provides review of child care scholarship or provider payment authorization. Develops providers for the timely completion of pre-authorization reviews. Develops audit plans that build upon strengths and addresses weaknesses in order to complete repeat audit finding and that increases overall performance.</p> <p>TO Contractor shall develop an audit compliance unit to complete audit and reviews within the three components of the TO Contractors solution: case management, provider payment and help desk.</p> <p>TO Contractor shall support the development and implementation of audit procedures for auditing case management authorization and provider payments completed through CCATS automation and manually in response to emergency preparedness efforts.</p>
<p>Program Administration</p>	<p>TO Contractor shall assists in the preparation of management plans and various customer reports.</p> <p>TO Contractor shall Coordinates schedules to facilitate the completion of TO and change proposals, Contract deliverables, TO reviews, briefings and presentations.</p>

	<p>TO Contractor shall performs analysis, development, and review of program administrative operating plans and procedures.</p>
<p>Emergency Preparedness Response</p>	<p>1. TO Contractor shall ensure continued provision of case management, provider payment processing, IVR and the operation of the Customer Assistance Call Center during State and county emergency closures.</p>
	<p>2. TO Contractor shall offer a manual or systems solution for the authorization of customers and the payment of providers with CCDF funds specified for emergency or as deemed eligible for CCS services by MSDE or the Federal Government.</p>
	<p>3. TO Contractor shall develop and implement a tracking or reporting mechanism for all CCDF funds authorized and paid external of CCATS in response to State and county emergencies or as authorized by MSDE or the Federal Government.</p>

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2.3.2 Technical Requirements

Section	Technical Requirements
Connectivity	<ol style="list-style-type: none"> <li>TO Contractor shall provide a secured circuit(s) connecting to MSDE, 200 W. Baltimore Street, Switch, and Firewall. The minimum speed is T1. The dedicated circuit is needed because the application is behind the Firewall.</li> </ol>
Maintaining an Organized Data Management System	<ol style="list-style-type: none"> <li>TO Contractor shall date stamp and assign all invoices to payment processors using procedures the TO Contractor designs outside of CCATS.</li> <li>TO Contractor shall date stamp and enter in CCATS within one (1) business day all customer applications. TO Contractor shall process all customer applications within 5 calendar days of a completed application. TO contractor must approve or deny customers not submitting all documentation within 26 days of application submission by day 30 and by day 35 for customers submitting all documentation within days 27-30.</li> <li>TO Contractor shall track all customer and provider incoming and outgoing documentation to determine the correct due dates for tasks.</li> <li>TO Contractor shall maintain organized and accurate customer and provider files.</li> <li>TO Contractor shall provide MSDE staff access to the TO Contractor’s Data Management System.</li> <li>The TO Contractor shall provide a paperless case management and provider payment processing system. The mailroom personnel manage documents required to authorize customer and provider services.</li> <li>TO Contractor shall keep all source data/content within the CCATS database.</li> </ol>
Maintaining An Interactive Voice Response (IVR) System	<ol style="list-style-type: none"> <li>TO Contractor shall provide an IVR system available 24 hours a day, 7 days a week, through a toll-free telephone number for CCS customers and providers.</li> <li>TO Contractor shall maintain a total count of the calls handled by the IVR system including abandoned, transferred, and hang ups, as well as the number of customer and provider calls handled by each Customer Service Representative.</li> <li>TO Contractor shall allow MSDE to review and approve IVR scripts prior to implementation.</li> <li>The IVR system shall allow a caller to access their phone keypad or use their voice to request information.</li> </ol>

	<ol style="list-style-type: none"> <li>5. The IVR system shall authenticate caller’s identity using some sort of personal information such as an assigned identification or password.</li> <li>6. The IVR system shall allow the caller to access their information of interest by selecting different touch-tones.</li> <li>7. The IVR system shall provide an option to allow a caller with unique circumstances (e.g., English as a Second Language) to access the special assistance they need.</li> <li>8. The IVR system shall provide automated responses about basic information or callers may choose to wait in the queue if they have more complex inquiries.</li> <li>9. The IVR system shall provide child care providers, at a minimum, with automated information about their invoice or payment processing.</li> <li>10. The IVR system shall provide customers, at a minimum, with automated information about their application, redetermination, or final case determination.</li> <li>11. The IVR system shall allow flexible outgoing/broadcasted message recording.</li> <li>12. If a new software version of the IVR system becomes available and current functioning would be negatively affected, the IVR software shall not be updated.</li> </ol>
<p>Imaging and Indexing</p>	<ol style="list-style-type: none"> <li>1. TO Contractor shall image and index all unsaved incoming and outgoing documents in CCATS. Ensure all items are saved to the correct provider’s electronic folder.</li> <li>2. TO Contractor shall propose a browser-based imaging and indexing system which allows MSDE to view the images virtually.</li> <li>3. TO Contractor shall establish an indexing system that uses unique document identifiers to locate and organize each individual case file.</li> <li>4. The system shall capture and accept document images from paper documentation of various colors, sizes and conditions, as well as electronic images from a standard disk or flash drive.</li> <li>5. TO Contractor shall ensure that the indexed information is transferred and batched overnight into the system designated by MSDE.</li> <li>6. TO Contractor shall image all active and inactive (12 months or less) case record documentation from the LDSS or current vendor prior to the start date of the contract.</li> </ol>

	<ol style="list-style-type: none"> <li>7. TO Contractor shall index historical documents so that they can be easily located.</li> <li>8. TO Contractor shall shred paper documents within 1-3 months after imaging and indexing.</li> <li>9. TO Contractor shall return any original documents, such as birth certificates, divorce decrees, etc. to the customer immediately after imaging or if determined the document is not needed to establish eligibility.</li> <li>10. TO Contractor shall store all electronic documents for the duration of the contract. All documents shall be easily transferred to MSDE upon termination or at the end of the contract.</li> <li>11. TO Contractor’s system shall allow documents to be secure and only accessed by users approved by the TO Contractor and MSDE.</li> <li>12. The imaging system offered by the TO Contractor shall capture document images at 200 dpi or greater resolution quality.</li> </ol>
<p>Designing Data Exchanges</p>	<ol style="list-style-type: none"> <li>1. TO Contractor shall design a data exchange with DHS CIS/CARES that indicates a CCS/TCA applicant or customer’s status. Data shall be available both at the time of CCS application and at any time the customer continues to receive CCS. An Extract Transform Load (ETL) may be used to gather and share the data. If data exchange is not possible, a referral system shall be used.</li> <li>2. TO Contractor shall design a data exchange where all eligibility information maintained outside of CCATS is transferred to the appropriate case record in CCATS. Extract Transform Load may be used to gather and share the data.</li> <li>3. TO Contractor shall inquire into MSDE’s existing databases CCATS, EXCELS, Check Child Care Maryland, Consumer Education webpage, etc. to assist parents in locating Head Start, Pre-Kindergarten and quality child care arrangements.</li> </ol>
<p>Help Desk System</p>	<p>TO Contractor shall implement a Help Desk System that provides a ticketing process that will record the incident with a date/time stamp for when it was reported and when the incident was resolved.</p>
<p>COTS Upgrades</p>	<p>TO Contractor shall ensure that any COTS hardware/software shall be supported by manufacturer. All upgrades shall be approved by TO Manager prior to implementation.</p>

**2.3.3 TO Contractor-Supplied Hardware, Software, and Materials**

- A. By responding to this TORFP and accepting a Task Order award, an Offeror specifically agrees to provide a solution and support located within the Continental United States.
- B. By responding to this TORFP and accepting a Task Order award, an Offeror specifically agrees that for any software, hardware or hosting service that it proposes for use by the State in response to this TORFP, the State will have the right to purchase from another source, instead of from the selected Offeror.
- C. SaaS applications shall be accessible from various client devices through a thin client interface such as a Web browser (e.g., Web-based email) or a program interface.
- D. The State shall be permitted limited user-specific application configuration settings.
- E. 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.
- F. All Upgrades and regulatory updates shall be provided at no additional cost.
- G. The State also requires that the Offeror provide fully functional, generally available software and multiple-user licenses for purchase as needed throughout the life of the Task Order.
- H. The Offeror shall install and provide all documentation for the software furnished under this Task Order.
- I. The TO Contractor shall prepare software releases and stage at the Department for validation in the system test environment. The Department will provide authorization to proceed. The Department will have the ability to manage the distribution of these releases to the appropriate sites. To support this requirement, the TO Contractor shall propose, provide and fully describe their solution for updating all sites with any new software releases.
- J. The Offeror shall provide manufacturer or provider's standard warranty for the item. *Offeror shall identify the duration of the standard warranty.* Any warranty period for goods and services will not commence until acceptance of the products or services by the Department. Notwithstanding anything to the contrary, all defective items must be replaced at no additional cost to the State.

**2.3.4 Required Project Policies, Guidelines and Methodologies**

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

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

- A. The State of Maryland System Development Life Cycle (SDLC) methodology at: [www.DoIT.maryland.gov](http://www.DoIT.maryland.gov) - keyword: **SDLC**;

- B. The State of Maryland Information Technology Security Policy and Standards at: [www.DoIT.maryland.gov](http://www.DoIT.maryland.gov) - keyword: **Security Policy**;
- C. The State of Maryland Information Technology Non-Visual Standards at: <http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx>;
- D. The State of Maryland Information Technology Project Oversight at: [www.DoIT.maryland.gov](http://www.DoIT.maryland.gov) - keyword: IT Project Oversight;
- E. The TO Contractor shall follow project management methodologies consistent with the most recent edition of the Project Management Institute's *Project Management Body of Knowledge Guide*; and
- F. TO Contractor Personnel shall follow a consistent methodology for all Task Order activities.

### 2.3.5 Product Requirements

- A. Offerors may propose open source software; however, the Offeror must provide operational support for the proposed software as part of its TO Proposal.
- B. Offeror shall be authorized to furnish the proposed goods and services. Offerors proposing to resell services of another entity must be authorized by such other entity (See TORFP **Section 5.4.2.J.2**).
- C. No international processing for State Data: As described in **Section 3.7 Security Requirements**, Offerors are advised that any processing or storage of data outside of the continental U.S. is prohibited.
- D. Consistent expiration dates: A PO for a service already being delivered to the Department under this TO Agreement shall terminate on the same calendar day as the prior product/service. As appropriate, charges shall be pro-rated.
- E. Any TO Agreement award is contingent on the State's agreement, during the TO Proposal evaluation process, to any applicable terms of use and any other agreement submitted under **Section 5.4.2.J.2**. Such agreed upon terms of use shall apply consistently across services ordered under the TO Agreement.
- F. The TO Contractor shall not establish any auto-renewal of services beyond the period identified in Task Order documents.
- G. In addition to any notices of renewal sent to the Department, TO Contractors shall email notices of renewal to the e-mail address designated by the TO Manager.

### 2.3.6 Maintenance and Support

Maintenance and support, and TO Contractor's ongoing maintenance and support obligations, are defined as follows:

- A. Software maintenance includes all future software updates and system enhancements applicable to system modules licensed without further charge to all licensed users maintaining a renewable software support contract.
- B. Support shall be provided for superseded releases and back releases still in use by the State.

- C. For the first year and all subsequent Task Order years, the following services shall be provided for the current version and one previous version of any Software provided with the Deliverables, commencing upon completion of all transition activities (see **Section 2.3.9.A**):
- 1) Error Correction. Upon notice by State of a problem with the Software (which problem can be verified), reasonable efforts to correct or provide a working solution for the problem.
  - 2) Material Defects. TO Contractor shall notify the State of any material errors or defects in the Deliverables known, or made known to TO Contractor from any source during the life of the Task Order that could cause the production of inaccurate or otherwise materially incorrect results. The TO Contractor shall initiate actions as may be commercially necessary or proper to effect corrections of any such errors or defects.
  - 3) Updates. TO Contractor will provide to the State at no additional charge all new releases and bug fixes (collectively referred to as “Updates”) for any software Deliverable developed or published by the TO Contractor and made available to its other customers.
    - A. Operations tasks
    - B. Virus scans
    - C. Activity reporting
    - D. User Support (Help Desk)
      - 1) TO Contractor shall furnish Help Desk services for reporting technical issues with the case management and payment processing system.
      - 2) Help Desk services are available during Normal State Business Hours.
      - 3) TO Contractor shall utilize a help desk ticketing system to record and track all help desk calls. The ticketing system shall record with a date and timestamp when the ticket was opened and when the ticket was closed.

#### **2.3.6.1 Technical Support**

- A. “Technical Support” means TO Contractor-provided assistance for the services or Solution furnished under this Task Order, after initial end-user support confirms a technical issue that requires additional troubleshooting capabilities; sometimes referenced as Tier II – IV support.
- B. Technical Support shall available during Normal State Business Hours.
- C. The State shall be able to contact a Technical Support team member 24 hours per day, 7 days per week, 365 days per year.
- D. TO Contractor Personnel providing technical support shall be familiar with the State’s account (i.e., calls shall not be sent to a general queue).
- E. TO Contractor shall return calls for service of emergency system issues (see **Section 2.6 Service Level Agreement**) within one (1) hour.
- F. Calls for non-emergency IT service requests will be returned within three (3) hours or immediately the following day if after Normal State Business Hours.

- G. The State shall be provided with information on software problems encountered at other locations, along with the solution to those problems, when relevant to State software.

#### 2.3.6.2 Backup

The TO Contractor shall:

- A. Perform backups of the web, application, and database servers on a regular basis. This shall include daily incremental backups and full weekly backups of all volumes of servers;
- B. Retain daily backups for one (1) month and retain weekly backups for two (2) years;
- C. Store daily backups off-site of main service location.
- D. Maintain one annual backup for at least 5 years;

## 2.4 Deliverables

### 2.4.1 Deliverable Submission

- A. For every deliverable, the TO Contractor shall request the TO Manager confirm receipt of that deliverable by sending an e-mail identifying the deliverable name and date of receipt.
- B. For every deliverable, the TO Contractor shall submit to the TO Manager, by e-mail, an Agency Deliverable Product Acceptance Form (DPAF), an example of which is provided on the DoIT web page here:  
<http://doit.maryland.gov/contracts/Documents/CATSPlus/CATS+DPAFSample.pdf>.
- C. Unless specified otherwise, written deliverables shall be compatible with Microsoft Office, Microsoft Project and/or Microsoft Visio within two (2) versions of the current version. At the TO Manager's discretion, the TO Manager may request one hard copy of a written deliverable.
- D. 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.
- E. 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 2.4.3 Minimum Deliverable Quality**. Drafts of each final deliverable, except status reports, are required at least two weeks in advance of when the final deliverables are due (with the exception of deliverables due at the beginning of the project where this lead time is not possible, or where draft delivery date is explicitly specified). Draft versions of a deliverable shall comply with the minimum deliverable quality criteria listed in **Section 2.4.3 Minimum Deliverable Quality**.

### 2.4.2 Deliverable Acceptance

- A. A final deliverable shall satisfy the scope and requirements of this TORFP for that deliverable, including the quality and acceptance criteria for a final deliverable as defined in **Section 2.4.4 Deliverable Descriptions/Acceptance Criteria**.

- B. 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.
- C. The TO Manager will issue to the TO Contractor a notice of acceptance or rejection of the deliverable in the DPAF (see online sample). Following the return of the DPAF indicating “Accepted” and signed by the TO Manager, the TO Contractor shall submit a proper invoice in accordance with the procedures in **Section 3.3**. The invoice must be accompanied by a copy of the executed DPAF or payment may be withheld.
- D. In the event of rejection, the TO 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.

#### **2.4.3 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.
- H. Must contain the date, author, and page numbers. When applicable for a deliverable, a revision table must be included.
- I. A draft written deliverable may contain limited structural errors such as incorrect punctuation, and shall represent a significant level of completeness toward the associated final written deliverable. The draft written deliverable shall otherwise comply with minimum deliverable quality criteria above.

**2.4.4 Deliverable Descriptions/Acceptance Criteria**

In addition to the items identified in the table below, the TO Contractor may suggest other subtasks, artifacts, or deliverables to improve the quality and success of the assigned tasks.

**Deliverables Summary Table\***

<b>Deliverable Description</b>	<b>Acceptance Criteria</b>	<b>Due Date / Frequency</b>
Integrated Project Schedule	Microsoft Project schedule demonstrating tasks, task estimates, resource assignments, and dependencies for both Agency and TO Contractor personnel, with tasks no less than 8 hours and no greater than 80 hours.	Initial Delivery: NTP+ 5 Business Days Updates: Monthly
Updated Transition Plan	Microsoft Office product (i.e. Word, Excel, PowerPoint, etc.).	Delivery: NTP +5 Business Days
Quality Assurance Review Plan	Microsoft Office product (i.e. Word, Excel, PowerPoint, etc.)	As directed in approved project schedule
System Security Plan (See <b>Section 3.7.7</b> )	Microsoft Office product (i.e. Word, Excel, PowerPoint, etc.)	As directed in approved project schedule
Payment Processing Outcome Report	MS Office product (i.e. Word, Excel) that shall contain a total count of the payment related business conducted including invoices processed, invoices improperly submitted, over or underpayments handled, and provider address changes made.	Monthly by the 10 <sup>th</sup> Business Day.
Case Management Outcome Report	MS Office product (i.e. Word, Excel) Document that shall contain a total count of the eligibility related business conducted including applications, redeterminations and interim changes processed, and scholarships issued and receipted.	Monthly by the 10 <sup>th</sup> Business Day.
IVR and Customer Service Calls Report	MS Office product (i.e. Word, Excel) that shall contain a total count of the calls handled by the IVR including abandoned, transferred, and hang ups, as well as the number of customer and provider calls handled by a customer service representative.	Monthly by the 10 <sup>th</sup> Business Day.
Mail Processing Report	MS Office product (i.e. Word, Excel) Document that shall contain a total count of the pieces of mail processed, including return mail that could not be delivered.	Monthly by the 10 <sup>th</sup> Business Day.
Transition Plan for Payment Processing and Case Management	MS Office product (i.e. Word, Excel, Project) that shall contain the detailed timeline for transition, including project	With proposal – must be updated if target dates change.

	schedule, milestones, and key personnel and their respective tasks.	
Checks Received	MS Office product (i.e. Word, Excel, Project) that shall contain the number of checks sent to MSDE for handling and the date they were sent.	Monthly by the 10 <sup>th</sup> Business Day.
Fraud Referrals	MS Office product (i.e. Word, Excel, Project) that shall contain the name, type (provider or customer) and date a fraud case was referred to MSDE.	Monthly on the 10 <sup>th</sup> Business Day.
Transition-In Complete for Payment Processing and Case Management	Hold a transition-in completion meeting demonstrating readiness to take over full operation for Payment Processing and Case Management. Monthly billing for services may not commence without written confirmation from TO Manager that transition-in is complete.	As directed in approved project schedule.
Quality Assurance Review report	MS Office product (i.e. Word, Excel, Project) that details the results of the QA Review team. MS Office product	As directed in approved project schedule.
Service Level Agreement Report	Microsoft Office product (i.e. Word, Excel, PowerPoint, etc.).	Monthly by the 10 <sup>th</sup> Business Day.

\*The deliverables summary table may not list every contractually-required deliverable. Offerors and Contractors should read the RFP thoroughly for all Contract requirements and deliverables.

## 2.5 Optional Features, Future Work

### 2.5.1 Change Orders

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

## 2.6 Service Level Agreement (SLA)

### 2.6.1 Definitions

- A. 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.
- B. “Problem resolution time” is defined as the period of time from when the help desk ticket is opened to when it is resolved. See **Section 2.3.2.20**.
- C. Monthly Charges: for purposes of SLA 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 B, TO Financial Proposal Form**.

### **2.6.2 SLA Requirements**

The TO Contractor shall:

- A. Be responsible for complying with all performance measurements, and shall also ensure compliance by all subcontractors.
- B. Provide a monthly report to monitor and detail response times and resolution times.
- C. Respond to and update all problems, including recording when a problem is resolved and its resolution. Appropriate Department personnel shall be notified when a problem is resolved.
- D. The Department shall make the final determination regarding problem severity.
- E. TO Contractor shall review any problem with Department to establish the remediation plan and relevant target dates.

### **2.6.3 Service Level Agreement (SLA)**

Time is an essential element of the TO Agreement and it is important that the work be vigorously prosecuted until completion. For work that is not correctly completed within the time(s) specified in the performance measurements below, the TO Contractor shall be liable for penalty charges in the amount(s) provided for in this Task Order.

### **2.6.4 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 activities.

Beginning on the SLA Activation Date, for any performance measurement not met during the monthly reporting period, the SLA penalty charge for the individual measurement shall be subtracted from the Monthly Charges.

### **2.6.5 Service Level Reporting**

The TO Contractor shall provide detailed monthly reports evidencing the attained level for each SLA set forth herein. Monthly reports shall be available by the 10<sup>th</sup> business day following the end of the previous month.

- A. The TO Manager or designee will monitor and review TO Contractor performance standards on a monthly basis, based on TO Contractor-provided reports for this Task Order and supporting documentation.
- B. The TO Contractor shall provide a monthly summary report for SLA performance via e-mail to the TO Manager.
- C. If any of the performance measurements are not met during the monthly reporting period, the TO Manager or designee will notify the TO Contractor of the standard that is not in compliance.

### **2.6.6 Failure to Meet SLA**

TO Contractor's failure to meet an SLA will result in a SLA penalty to the Monthly Charges payable by the State during the month of the breach. The penalty will be cumulative for each missed service requirement. The State will deduct such from any money payable to the TO Contractor or may bill the TO

Contractor as a separate item. In the event of a catastrophic failure affecting the entire Solution, all affected SLAs shall incur a penalty.

For example, the redetermination SLA penalty is \$500.00 per case per day for any case below the 98% SLA accuracy threshold. If the TO Contractor processes 493 redeterminations in a month, 483 cases have to be processed correctly to meet the 98% threshold. In assessing the SLA penalty: MSDE numbers case records by redetermination date in order to establish which cases establishes the error threshold. In this example, the error threshold is established at the 11<sup>th</sup> case re-determined. The TO Contractor had 4 cases above and 20 cases below error threshold. The 4 cases with redetermination SLA penalties above the SLA error threshold were disregarded. The 20 cases redetermination SLA penalties below the error threshold were out of compliance for a total of 53 days. MSDE will deduct \$26,500 from the TO Contractor's invoice (20 cases with a total of 53 days out of compliance X \$500.00 per day).

#### **2.6.7 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 Revised Service Level Measurements Table (System performance)

	<b>Service Requirement</b>	<b>Measurement</b>	<b>Outcome</b>	<b>Reporting Measure</b>	<b>Penalty</b>
<b>1</b>	<b>Payment Processing</b>	<b>TO Contractor shall process a properly completed and submitted invoice within five business days of the receipt date.</b>	<b>At least 99 % of properly completed and submitted invoices must be processed within five business days of the receipt date.</b>	<b>Monthly Outcome Report</b>	<b>\$500 per invoice per calendar day of delay for each invoice received (Please Note: 5:01 p.m. is considered late).</b>
<b>2</b>	<b>Payment Processing</b>	<b>TO Contractor shall document improperly completed or submitted invoices in the provider record and correct it within five business days of receipt date.</b>	<b>At least 99 % of improperly completed or submitted invoices must be documented and corrected within five business days of receipt date.</b>	<b>Monthly Outcome Report</b>	<b>\$500 per invoice per calendar day of delay for each invoice received (Please Note: 5:01 p.m. is considered late).</b>
<b>3</b>	<b>Mail Processing</b>	<b>TO Contractor shall date stamp and distribute all invoices to payment processor by the end of the next business day of receipt by the TO Contractor.</b>	<b>At least 99 % of incoming mail is logged by the end of the next business day of receipt by the TO Contractor.</b>	<b>Monthly Outcome Reports</b>	<b>\$250 per case per calendar day below 99% of monthly outcome.</b>

4	Mail Processing	To Contractor shall log and distribute all incoming mail to case management staff by the end of the next business day of receipt by the TO Contractor.	At least 95 % of incoming mail is logged by the end of the next business day of receipt by the TO Contractor.	Monthly Outcome Reports	\$250 per case per calendar day below 99% of monthly outcome.
5	Customer Service	TO Contractor shall offer an immediate response either through an interactive voice response system or from a live customer service representative when a caller requests information.	At least 85%of the callers requesting information must receive an immediate response.	Monthly Outcome Reports	\$250 per call per calendar day below 85% of monthly outcome.
6	Customer Service	TO Contractor shall return a telephone call or email no later than the close of the next business day of a caller leaving voicemail message for CCS staff.	At least 95 % of the callers leaving voice mail or email messages for a CCS worker shall receive a return telephone call by the next business day of a caller leaving voicemail message for CCS staff.	Monthly Outcome Reports	\$250 per call per calendar day below 95% of monthly outcome.
7	Customer Service	TO Contractor shall not have callers wait more than five (5) minutes on hold after having the	At least 95 % of the callers, after having their call answered and placed in queue, shall not wait	Monthly Outcome Reports	Reports \$250 per call per calendar day below 95% of monthly outcome.

		<b>call placed in the queue.</b>	<b>more than five (5) minutes.</b>		
<b>8</b>	<b>Customer Service</b>	<b>TO Contractor shall address all complaints, verbal or written, whether received directly by the Contractor or forwarded to the Contractor by MSDE, by the end of the next business day of receipt by the TO Contractor.</b>	<b>At least 95% of complaints will be addressed by the end of the next business day of receipt by the TO Contractor.</b>	<b>Monthly Outcome Reports</b>	<b>\$250 per case per calendar day below 95% of monthly outcome.</b>
<b>9</b>	<b>Customer Service</b>	<b>TO Contractor shall ensure that requests for CCS forms are sent no later than by the end of the next business day of the request being made to the TO Contractor.</b>	<b>At least 95 % of Customers requesting a CCS forms shall have the form(s) sent to them by the end of the next business day of the request being made to the TO Contractor.</b>	<b>Monthly Outcome Reports</b>	<b>\$250 per case per calendar day below 95% of monthly outcome.</b>
<b>10</b>	<b>Check Writer Payments (Overpayments)</b>	<b>TO Contractor shall mail first Overpayment Notification Letter and Repayment Agreement to recoup an overpayment within ten (10) business days of the date the</b>	<b>At least 95 % of identified overpayments have a demand for recoupment made by the TO Contractor within ten (10) business days of the date the overpayment was discovered.</b>	<b>Monthly Outcome Reports</b>	<b>\$250 per case per calendar day below 95% per monthly outcome.</b>

		<b>overpayment is discovered.</b>			
<b>11</b>	<b>Check Writer Payments (Underpayments)</b>	<b>TO Contractor shall reimburse an underpaid provider within ten (10) business days of the date the underpayment is discovered.</b>	<b>At least 95 % of identified underpayments have been paid within ten (10) business days of the date the underpayment was discovered.</b>	<b>Monthly Outcome Reports</b>	<b>\$250 per request per calendar day below 95% per monthly outcome.</b>
<b>12</b>	<b>Check Writer Requests</b>	<b>TO Contractor shall process check writer payment requests within five (5) business days of the date of request.</b>	<b>At least 98 % of check writer payments requested have been processed within five (5) days of the receipt date.</b>	<b>Monthly Outcome Reports</b>	<b>\$250 per request per calendar day below 98% per month.</b>
<b>13</b>	<b>Changes in Address</b>	<b>TO Contractor shall process changes of payment address reported by child care providers within five (5) business days of the date the change is reported.</b>	<b>At least 98 % of reported address changes have been made within five (5) business days of the date the change.</b>	<b>Monthly Outcome Reports</b>	<b>\$250 per case per calendar day below 98% per month.</b>
<b>14</b>	<b>Changes in Address</b>	<b>TO Contractor shall enter or update in CCATS any changes of address reported</b>	<b>At least 98 % of reported address changes have been made within five (5) business days</b>	<b>Monthly Outcome Reports</b>	<b>\$250 per case per calendar day below 98% per month.</b>

		by customers within five (5) business days of the date the change is reported to CCS.	of the date the change.		
15	Application	TO Contractor shall enter into CCATS the name and address of the CCS applicant and date stamp the application in CCATS by the end of the next business day of receipt by the TO Contractor.	At least 98 % of CCS applications received by the TO Contractor with the name and address of the Applicant shall be pending in CCATS by the end of the next business day of receipt by the TO Contractor.	Monthly Outcome Report	\$500 per case per calendar day of delay (Please Note: 5:01 p.m. is considered late).
16	Application	TO Contractor shall process incomplete CCS applications correctly to completion (granted or denied) within thirty (30) calendar days, for customers submitting documentation in support of an application that contained at minimum: customer's name, address and signature. TO Contractor shall process incomplete CCS applications received by days	At least 98 % of CCS applications received by the TO Contractor shall be approved or denied in CCATS by the 30 <sup>th</sup> day of customers submitting paperwork by the twenty-fifth (25) of the month. Applications submitted between the 26 and 30 <sup>th</sup> of each month, shall be approved or denied by the TO Contractor by the (thirty-fifth) 35 <sup>th</sup> day of the customer's application	Monthly Outcome Report	\$500 case per calendar day of delay (Please Note: 5:01 p.m. is considered late).

		<p><b>26-30 to completion (granted or denied) within <u>thirty-five (35)</u> This includes redeterminations that are submitted late and treated as new applications.</b></p>	<p><b>submission to the TO Contractor. (reference COMAR 13A.14.06.05C).</b></p>		
17	Scholarship	<p><b>TO Contractor issue child care scholarships the same day the customer provides all documentation required for eligibility determination.</b></p>	<p><b>At least 98% of CCS scholarships for eligible Subsidy children shall be issued by the TO Contractor the same day as the customer's eligibility determination.</b></p>	<p><b>Monthly Outcome Report</b></p>	<p><b>\$500 per case per calendar day of delay (Please Note: 5:01 p.m. is considered late).</b></p>
18	Scholarship	<p><b>TO Contractor shall correctly enter child(ren)'s scholarships in CCATS within five (5) business days of receipt.</b></p>	<p><b>At least 98% of child(ren)'s scholarships shall be entered into CCATS within five (5) business days of receipt.</b></p>	<p><b>Monthly Outcome Report</b></p>	<p><b>\$500 per case per calendar day of delay (Please Note: 5:01 p.m. is considered late).</b></p>
19	Redetermination	<p><b>TO Contractor shall process redeterminations correctly to completion by the redetermination</b></p>	<p><b>At least 98 % of CCS Redeterminations are processed correctly to completion by the</b></p>	<p><b>Monthly Outcome Report</b></p>	<p><b>\$500 per case per calendar day of delay (Please Note:</b></p>

		<p>end date, if received by the TO Contractor before the redetermination end date and by the close of business on the following day if received by the TO Contractor on the redetermination end date.</p>	<p>redetermination end date, if received by the TO Contractor before the redetermination end date and by the close of business on the following day if received by the TO Contractor on the redetermination end date.</p>		<p>5:01 p.m. is considered late).</p>
20	Interim Changes	<p>TO Contractor shall enter or update changes of provider reported to CCS in CCATS within five (5) business days of the date the change is reported to CCS.</p>	<p>At least 98 % of reported changes of child care Providers have been made within five (5) business days of the date the report is made to CCS.</p>	<p>Monthly Outcome Reports</p>	<p>\$250 per case per calendar day below 98% per month.</p>
21	Interim Changes	<p>TO Contractor shall enter or update changes reported by customers that could affect program eligibility, such as, income changes or additional household members that are reported to CCS in CCATS within five (5) business days of the date</p>	<p>At least 98 % of Customer or child care Provider changes reported to CCS have been changed within five (5) business days of the date of the report to CCS.</p>	<p>Monthly Outcome Reports</p>	<p>\$250 per case per calendar day below 98% per month.</p>

		<b>that the changes are reported.</b>			
<b>22</b>	<b>Application, Redetermination and Interim Changes</b>	<p><b>TO Contractor shall issue a Missing Information Letter that lists the specific documentation needed from the customer in order for TO Contractor to determine eligibility.</b></p> <p><b>TO Contractor shall issue the Missing Information Letter by the end of the next business day of receipt by the TO Contractor.</b></p>	<p><b>At least 98 % of CCS applications, redeterminations and interim changes with missing information shall be issued a Missing Documentations Letter from CCATS by the end of the next business day of receipt by the TO Contractor.</b></p>	<b>Monthly Outcome Report</b>	<p><b>\$250 for per case per calendar day with a delay (Please Note: 5:01 p.m. is considered late.</b></p>

23	<p><b>Application, Redetermination and Interim Changes</b></p>	<p><b>TO Contractor shall have deducted any overpayment amount resulting from a TO Contractor case manager administrative errors noted during record reviews or as a result of audit findings.</b></p>	<p><b>100 % of CCS administrative overpayment errors completed by TO Contractor case managers shall be recovered immediately from the TO Contractor's Monthly Invoice.</b></p>	<p><b>Upon identification during 1st level, 2nd level, internal or external case management reviews, audits or appeals.</b></p>	<p><b>Total amount of the administrative error shall be deducted from the TO Contractor's Monthly Invoice.</b></p>
24	<p><b>Informal Provider Approval</b></p>	<p><b>TO Contractor shall approve or deny all informal providers based upon case records containing all required documentation and clearances prior to informal provider approval or renewal.</b></p>	<p><b>100 % of payment made to an Informal Provider that was approved by the TO Contractor, where the provider's case record demonstrates that the TO Contractor did not collect missing information needed to pay or to continue the payment of an Informal Provider at initial approval by the TO Contractor, at the parent's redetermination or upon the renewal of the Informal Provider. If the TO Contractor fails to collect all documentation needed to</b></p>	<p><b>Upon identification of the payment of an informal provider that did not meet eligibility requirements to be authorized as an informal provider.</b></p>	<p><b>Total amount of the administrative error (improper payment) shall be deducted from the TO Contractor's Monthly Invoice.</b></p>

			<p><b>continue payment to the Informal Provider, the amount paid to the Informal Provider from the point of approval or the renewal of the informal provider by the TO Contractor shall be deducted from the TO Contractor's Monthly Invoice.</b></p>		
25	<p><b>Informal Provider Approval</b></p>	<p><b>TO Contractor shall approve or deny all informal providers within 30 calendars days of submitting a request to become an Informal Provider.</b></p>	<p><b>100 % of CCS informal providers shall be approved or denied correctly to completion by the TO Contractor within 30 calendar days of the informal provider submitting a completed informal provider packet to the TO Contractor.</b></p>	<p><b>Monthly Outcome Report</b></p>	<p><b>\$250 for each case per calendar day approved incorrectly (Please Note: 5:01 p.m. is considered late).</b></p>

\*See definition of Normal State Business Hours.

## 3 TO Contractor Requirements: General

### 3.1 Task Order Initiation Requirements

- A. TO Contractor shall schedule and hold a kickoff meeting within (ten) 10 Business Days of NTP Date. At the kickoff, the TO Contractor shall furnish an updated Project Schedule describing the activities for the TO Contractor, the State, and any third parties for fully transitioning to the Contractor's Solution.
- B. TO Contractor shall coordinate with MSDE and existing contractor to facilitate transition of services from one site to the TO Contractor site.
- C. The Contractor shall furnish, as part of its implementation services, a comprehensive implementation of the Solution.
- D. The TO Contractor shall submit an implementation approach using a single-phase implementation or multiple-phased implementation that delivers all of the requirements outlined in this solicitation while focusing on minimum configuration with limited or no automation that is required to standup the Solution, while retaining the needed functionality required for MSDE for normal business operations.

### 3.2 End of Task Order Transition

- 3.2.1 The TO Contractor shall provide transition assistance as requested by the State to facilitate the orderly transfer of services to the State or a follow-on contractor, for a period up to 90 days prior to Task Order end date, or the termination thereof. Such transition efforts shall consist, not by way of limitation, of:
  - A. Provide additional services and/or support as requested to successfully complete the transition;
  - B. Maintain the services called for by the Task Order at the required level of proficiency;
  - C. Provide updated System Documentation, as appropriate; and
  - D. Provide current operating procedures (as appropriate).
- 3.2.2 The TO Contractor shall work toward a prompt and timely transition, proceeding in accordance with the directions of the TO Manager. The TO Manager may provide the TO Contractor with additional instructions to meet specific transition requirements prior to the end of Task Order.
- 3.2.3 The TO Contractor shall ensure that all necessary knowledge and materials for the tasks completed are transferred to the custody of State personnel or a third party, as directed by the TO Manager.
- 3.2.4 The TO Contractor shall support end-of-Task Order transition efforts with technical and project support to include but not be limited to:
  - A. The TO Contractor shall provide a draft Transition-Out Plan 120 Business Days in advance of Task Order end date.
  - B. The Transition-Out Plan shall address at a minimum the following areas:
    - 1) Any staffing concerns/issues related to the closeout of the Task Order;

- 2) Communications and reporting process between the TO Contractor, the Department and the TO Manager;
  - 3) Security and system access review and closeout;
  - 4) Any hardware/software inventory or licensing including transfer of any point of contact for required software licenses to the Department or a designee;
  - 5) Any final training/orientation of Department staff;
  - 6) Connectivity services provided, activities and approximate timelines required for Transition-Out;
  - 7) Knowledge transfer, to include:
    - a) A working knowledge of the current system environments as well as the general business practices of the Department;
    - b) Review with the Department the procedures and practices that support the business process and current system environments;
    - c) Working knowledge of all technical and functional matters associated with the Solution, its architecture, data file structure, interfaces, any batch programs, and any hardware or software tools utilized in the performance of this Task Order;
    - d) Documentation that lists and describes all hardware and software tools utilized in the performance of this Task Order;
    - e) A working knowledge of various utilities and corollary software products used in support and operation of the Solution;
  - 8) Plans to complete tasks and any unfinished work items (including open change requests, and known bug/issues); and
  - 9) Any risk factors with the timing and the Transition-Out schedule and transition process. The TO Contractor shall document any risk factors and suggested solutions.
- C. The TO Contractor shall ensure all documentation and data including, but not limited to, System Documentation and current operating procedures, is current and complete with a hard and soft copy in a format prescribed by the TO Manager.
- D. The TO Contractor shall provide copies of any current daily and weekly back-ups to the Department or a third party as directed by the TO Manager as of the final date of transition, but no later than the final date of the Task Order.
- E. Access to any data or configurations of the furnished product and/or services shall be available after the expiration of the Task Order as described in Section 3.2.5.

### **3.2.5 Return and Maintenance of State Data**

- A. Upon termination or the expiration of the TO Agreement term, the TO Contractor shall:

- 1) Return to the State all State data in either the form it was provided to the TO Contractor or in a mutually agreed format along with the schema necessary to read such data;
  - 2) Preserve, maintain, and protect all State data until the earlier of a direction by the State to delete such data or the expiration of 90 days (“the retention period”) from the date of termination or expiration of the TO Agreement term;
  - 3) After the retention period, the TO Contractor shall securely dispose of and permanently delete all State data in all of its forms, such as disk, CD/DVD, backup tape and paper such that it is not recoverable, according to National Institute of Standards and Technology (NIST)-approved methods with certificates of destruction to be provided to the State; and
  - 4) (d)Prepare an accurate accounting from which the State may reconcile all outstanding accounts. The final monthly invoice for the services provided hereunder shall include all charges for the 90-day data retention period.
- B. During any period of service suspension, the TO Contractor shall maintain all State data in its then existing form, unless otherwise directed in writing by the TO Manager.
- C. In addition to the foregoing, the State shall be entitled to any post-termination/expiration assistance generally made available by TO Contractor with respect to the services.

### **3.3 Invoicing**

#### **3.3.1 Definitions**

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

#### **3.3.2 General**

- A. Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS+ Master Contract.
- B. The TO Contractor shall email invoices with signed authorization to the TO Contract Manager, Rene’ Williams, at [Rene.Williams@maryland.gov](mailto:Rene.Williams@maryland.gov).
- C. All invoices for services shall be verified by the TO Contractor as accurate at the time of submission.
- D. Invoices submitted without the required information cannot be processed for payment. A Proper Invoice, required as Payment documentation, must include the following information, without error:
- 1) TO Contractor name and address;

- 2) Remittance address;
  - 3) Federal taxpayer identification (FEIN) number, social security number, as appropriate;
  - 4) Invoice period (i.e. time period during which services covered by invoice were performed);
  - 5) Name of personnel and hours worked during the invoice period;
  - 6) Invoice date;
  - 7) Invoice number;
  - 8) State assigned TO Agreement number;
  - 9) State assigned (Blanket) Purchase Order number(s);
  - 10) Goods or services provided;
  - 11) Amount due;
  - 12) Names of staff, titles, duties performed and hours worked during invoice period; and
  - 13) Any additional documentation required by regulation or the Task Order.
- E. Invoices that contain both fixed price and time and material items shall clearly identify the items as either fixed price or time and material billing.
- F. The Department reserves the right to reduce or withhold Task Order payment in the event the TO Contractor does not provide the Department with all required deliverables within the time frame specified in the Task Order, does not meet Service Level Agreements (SLA) and is assessed a SLA penalty or otherwise breaches the terms and conditions of the Task Order until such time as the TO Contractor brings itself into full compliance with the Task Order.
- G. Any action on the part of the Department, or dispute of action by the TO Contractor, shall be in accordance with the provisions of Md. Code Ann., State Finance and Procurement Article §§ 15-215 through 15-223 and with COMAR 21.10.04.
- H. The State is generally exempt from federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes and transportation taxes. The TO Contractor; however, is not exempt from such sales and use taxes and may be liable for the same.
- I. Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

### **3.3.3 Invoice Submission Schedule**

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

Invoices are due by the 15<sup>th</sup> of the month following the month in which services were performed.

- A. For items of work for which there is one-time pricing (see **Attachment B** – TO Financial Proposal Form) those items shall be billed in the month following the acceptance of the work by the Department.

- B. For items of work for which there is annual pricing, see **Attachment B** – TO Financial Proposal Form, those items shall be billed in equal monthly installments for the applicable Task Order year in the month following the performance of the services.
  - C. Invoices shall be submitted monthly and within 30 days of delivery of goods and services unless otherwise accepted in the TO Proposal or Work Order response.
- 3.3.4 Time and Material invoices shall be accompanied by notice(s) of acceptance issued by the State for all invoices submitted for payment: DPAF for each deliverable being invoiced (see online example at <http://doit.maryland.gov/contracts/Documents/CATSPPlus/CATS+DPAFSample.pdf>) For the purposes of this Task Order an amount will not be deemed due and payable if:
- A. The amount invoiced is inconsistent with the Task Order.
  - B. The proper invoice has not been received by the party or office specified in the Task Order.
  - C. The invoice or performance is in dispute or the TO Contractor has failed to otherwise comply with the provisions of the Task Order.
  - D. The item or services have not been accepted.
  - E. The quantity of items delivered is less than the quantity ordered.
  - F. The items or services do not meet the quality requirements of the Task Order
  - G. If the Task Order provides for progress payments, the proper invoice for the progress payment has not been submitted pursuant to the schedule.
  - H. If the Task Order provides for withholding a retainage and the invoice is for the retainage, all stipulated conditions for release of the retainage have not been met.
  - I. The TO Contractor has not submitted satisfactory documentation or other evidence reasonably required by the TO Procurement Officer or by the contract concerning performance under the contract and compliance with its provisions.

**3.3.5 Travel Reimbursement**

Travel will not be reimbursed under this TORFP.

**3.3.6 Retainage**

This solicitation does not require retainage.

**3.4 Liquidated Damages**

MBE Liquidated damages are identified in **Attachment M**.

**3.5 Disaster Recovery and Data**

The following requirements apply to the TO Agreement:

**3.5.1 Redundancy, Data Backup and Disaster Recovery**

- A. Unless specified otherwise in the TORFP, TO Contractor shall maintain or cause to be maintained disaster avoidance procedures designed to safeguard State data and other confidential information, TO Contractor's processing capability and the availability of hosted services, in each case throughout the TO Agreement term. Any force majeure provisions of this Task Order do not limit the TO Contractor's obligations under this provision.
- B. The TO Contractor shall have robust contingency and DR plans in place to ensure that the services provided under this TO Agreement will be maintained in the event of disruption to the TO Contractor/subcontractor's operations (including, but not limited to, disruption to information technology systems), however caused.
- C. The contingency and DR plans must be designed to ensure that services under this TO Agreement are restored after a disruption within twenty-four (24) hours from notification and a recovery point objective of one (1) hour or less prior to the outage in order to avoid unacceptable consequences due to the unavailability of services.
- D. The TO Contractor shall test the contingency/DR plans at least twice annually to identify any changes that need to be made to the plan(s) to ensure a minimum interruption of service. Coordination shall be made with the State to ensure limited system downtime when testing is conducted. At least one (1) annual test shall include backup media restoration and failover / fallback operations at the DR location. The TO Contractor shall send TO Manager a notice of completion following completion of DR testing.
- E. Such contingency and DR plans shall be available for the Department to inspect and practically test at any reasonable time, and subject to regular updating, revising, and testing throughout the term of the TO Agreement.
- F. The Offeror shall include the proposed DR equipment and service levels. The service levels shall include both the proposed recovery time and the recovery point.

**3.5.2 Data Export/Import**

- A. The TO Contractor shall, at no additional cost or charge to the State, in an industry standard/non-proprietary format:
  - 1) perform a full or partial import/export of State data within 24 hours of a request; or
  - 2) provide to the State the ability to import/export data at will and provide the State with any access and instructions which are needed for the State to import or export data.
- B. Any import or export shall be in a secure format per the Security Requirements.

**3.5.3 Data Ownership and Access**

- A. Data, databases and derived data products created, collected, manipulated, or directly purchased as part of a TORFP shall become the property of the State. The purchasing State agency is considered the custodian of the data and shall determine the use, access, distribution and other conditions based on appropriate State statutes and regulations.
- B. Public jurisdiction user accounts and public jurisdiction data shall not be accessed, except (1) in the course of data center operations, (2) in response to service or technical issues, (3)

as required by the express terms of the Task Order, including as necessary to perform the services hereunder or (4) at the State's written request.

- C. The TO Contractor shall limit access to and possession of State data to only TO Contractor Personnel whose responsibilities reasonably require such access or possession and shall train such TO Contractor Personnel on the confidentiality obligations set forth herein.
- D. At no time shall any data or processes – that either belong to or are intended for the use of the State or its officers, agents or staff of the State of Maryland– be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the State.
- E. The Contractor shall not use any information collected in connection with the services furnished under this Contract for any purpose other than fulfilling such services.

3.5.4 **Provisions in Sections 3.5.1 – 3.5.3 shall survive expiration or termination of the TO Agreement. Additionally, the TO Contractor and shall flow down the provisions of Sections 3.5.1-3.5.3 (or the substance thereof) in all subcontracts.**

### 3.6 Insurance Requirements

- 3.6.1 Offeror shall confirm that, as of the date of its proposal, the insurance policies incorporated into its Master Contract are still current and effective at the required levels (See Master Contract Section 2.7).
- 3.6.2 The Offeror shall also confirm that any insurance policies intended to satisfy the requirements of this TORFP are issued by a company that is licensed to do business in the State of Maryland.
- 3.6.3 The recommended awardee must provide a certificate(s) of insurance with the prescribed coverages, limits and requirements set forth in this **Section 3.6 “Insurance Requirements”** within five (5) Business Days from notice of recommended award. During the period of performance for multi-year contracts the TO Contractor shall update certificates of insurance annually, or as otherwise directed by the TO Manager.

#### 3.6.4 **CYBER SECURITY / DATA BREACH INSURANCE**

In addition to the insurance specified in the CATS+ RFP Section 2.7, TO Contractor shall maintain Cyber Security / Data Breach Insurance in the amount of ten million dollars (\$10,000,000) per occurrence. The coverage must be valid at all locations where work is performed or data or other information concerning State residents, State personnel, and customers of the State is processed or stored.

### 3.7 Security Requirements

#### 3.7.1 **TO Contractor Personnel Identification**

- A. TO Contractor Personnel shall display his or her company ID badge in a visible location at all times while on State premises. Upon request of authorized State personnel, each such TO Contractor Personnel shall provide additional photo identification.
- B. TO Contractor Personnel shall cooperate with State site requirements, including but not limited to, being prepared to be escorted at all times, and providing information for State badge issuance.

- C. TO Contractor shall remove any TO Contractor Personnel from working on the Task Order where the State determines, in its sole discretion, that said TO Contractor Personnel has not adhered to the Security requirements specified herein.
- D. The State reserves the right to request that the TO Contractor submit proof of employment authorization of non-United States Citizens, prior to commencement of work under the Task Order.
- E. Unless otherwise specified, the cost of complying with all security requirements specified herein are the sole responsibility and obligation of the TO Contractor and its subcontractors and no such costs shall be passed through to or reimbursed by the State or any of its agencies or units.

**3.7.2 Security Clearance / Criminal Background Checks**

- A. A criminal background check for each Contractor Personnel shall be completed prior to each Contractor Personnel providing any services under the Contract.
- B. The Contractor shall obtain from each individual required to obtain a criminal background check a statement permitting a criminal background check. The Division will obtain a criminal background check for each individual using a source of its choosing. Background checks shall include:
  - 1) A Federal Bureau of Investigation fingerprint check using Next Generation Identification;
  - 2) A search of the National Crime Information Center's National Sex Offender Registry; and
  - 3) A search of the following registries, repositories, or databases in the State where the staff member resides and each State where such staff member resided during the preceding 5 years:
    - a) State criminal registry or repository, with the use of fingerprints being required in the State where the staff member resides, and optional in other States;
    - b) State sex offender registry or repository; and
    - c) State-based child abuse and neglect registry and database.
- C. Persons with a criminal record may not perform services under the Contract unless prior written approval is obtained from the Contract Monitor. The Contract Monitor reserves the right to reject any individual based upon the results of the background check. Decisions of the Contract Monitor as to acceptability of a candidate are final. The State reserves the right to refuse any individual Contractor Personnel to work on State premises, based upon certain specified criminal convictions, as specified by the State.
- D. The CJIS criminal record check of each Contractor Personnel who will work on State premises shall be reviewed by the Contractor for convictions of any of the following crimes described in the Annotated Code of Maryland, Criminal Law Article:
  - 1) §§ 6-101 through 6-104, 6-201 through 6-205, 6-409 (various crimes against property);
  - 2) any crime within Title 7, Subtitle 1 (various crimes involving theft);
  - 3) §§ 7-301 through 7-303, 7-313 through 7-317 (various crimes involving telecommunications and electronics);

- 4) §§ 8-201 through 8-302, 8-501 through 8-523 (various crimes involving fraud);
  - 5) §§9-101 through 9-417, 9-601 through 9-604, 9-701 through 9-706.1 (various crimes against public administration); or
  - 6) a crime of violence as defined in CL § 14-101(a).
- E. Contractor Personnel with access to systems supporting the State or to State data who have been convicted of a felony or of a crime involving telecommunications and electronics from the above list of crimes shall not be permitted to work on State premises under the Contract; Contractor Personnel who have been convicted within the past five (5) years of a misdemeanor from the above list of crimes shall not be permitted to work on State premises.
- F. A particular on-site location covered by the Contract may require more restrictive conditions regarding the nature of prior criminal convictions that would result in Contractor Personnel not being permitted to work on those premises. Upon receipt of a location's more restrictive conditions regarding criminal convictions, the Contractor shall provide an updated certification regarding the Contractor Personnel working at or assigned to those premises.

### **3.7.3 On-Site Security Requirement(s)**

- A. For the conditions noted below, TO Contractor Personnel may be barred from entrance or leaving any site until such time that the State's conditions and queries are satisfied.
- 1) TO Contractor Personnel may be subject to random security checks when entering and leaving State secured areas. The State reserves the right to require TO Contractor Personnel to be accompanied while in secured premises.
  - 2) Some State sites, especially those premises of the Department of Public Safety and Correctional Services, require each person entering the premises to document and inventory items (such as tools and equipment) being brought onto the site, and to submit to a physical search of his or her person. Therefore, TO Contractor Personnel shall always have available an inventory list of tools being brought onto a site and be prepared to present the inventory list to the State staff or an officer upon arrival for review, as well as present the tools or equipment for inspection. Before leaving the site, the TO Contractor Personnel will again present the inventory list and the tools or equipment for inspection. Upon both entering the site and leaving the site, State staff or a correctional or police officer may search TO Contractor Personnel. Depending upon facility rules, specific tools or personal items may be prohibited from being brought into the facility.
- B. Any TO Contractor Personnel who enters the premises of a facility under the jurisdiction of the Department may be searched, fingerprinted (for the purpose of a criminal history background check), photographed and required to wear an identification card issued by the Department.
- C. Further, TO Contractor Personnel shall not violate Md. Code Ann., Criminal Law Art. Section 9-410 through 9-417 and such other security policies of the agency that controls the facility to which the TO Contractor Personnel seeks access. The failure of any of the TO Contractor Personnel to comply with any provision of the TO Agreement is sufficient grounds for the State to immediately terminate the TO Agreement for default.

#### **3.7.4 Information Technology**

The TO Contractor shall:

- A. Implement Administrative, physical, and technical safeguards to protect State data that are no less rigorous than accepted industry best practices for information security such as those listed below (see **Section 3.7.5**);
- B. 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 the TO Agreement; and
- C. The TO Contractor, and TO Contractor Personnel, shall (i) abide by all applicable federal, State and local laws, rules and regulations concerning security of Information Systems and Information Technology and (ii) comply with and adhere to the State IT Security Policy and Standards as each may be amended or revised from time to time. Updated and revised versions of the State IT Policy and Standards are available online at: [www.doit.maryland.gov](http://www.doit.maryland.gov) – keyword: Security Policy.

#### **3.7.5 Data Protection and Controls**

- A. TO Contractor shall ensure a secure environment for all State data and any hardware and software (including but not limited to servers, network and data components) to be provided or used in connection with the performance of the TO Agreement and shall apply or cause application of appropriate controls so as to maintain such a secure environment (“Security Best Practices”). Such Security Best Practices shall comply with an accepted industry standard, such as the NIST cybersecurity framework.
- B. To ensure appropriate data protection safeguards are in place, the TO Contractor shall implement and maintain the following controls at all times throughout the term of the TO Agreement (the TO Contractor may augment this list with additional controls):
  - 1) Establish separate production, test, and training environments for systems supporting the services provided under this TO Agreement and ensure that production data is not replicated in test and/or training environment(s) unless it has been previously anonymized or otherwise modified to protect the confidentiality of Sensitive Data elements. The TO Contractor shall ensure the appropriate separation of production and non-production environments by applying the data protection and control requirements listed in **Section 3.7.5**.
  - 2) Apply hardware and software hardening procedures as recommended by Center for Internet Security (CIS) guides <https://www.cisecurity.org/>, Security Technical Implementation Guides (STIG) <http://iase.disa.mil/Pages/index.aspx>, or similar industry best practices to reduce the TO Contractor/subcontractor’s systems’ surface of vulnerability, eliminating as many security risks as possible and documenting what is not feasible and/or not performed according to best practices. Any hardening practices not implemented shall be documented with a plan of action and milestones including any compensating control. These procedures may include but are not limited to removal of unnecessary software, disabling or removing unnecessary services, removal of unnecessary usernames or logins, and the deactivation of unneeded features in the TO Contractor/subcontractor’s system configuration files.
  - 3) Ensure that State data is not comingled with non-State data through the proper application of compartmentalization security measures.

- 4) Apply data encryption to protect Sensitive Data at all times, including in transit, at rest, and also when archived for backup purposes. Unless otherwise directed, the TO Contractor is responsible for the encryption of all Sensitive Data.
- 5) For all State data the TO Contractor manages or controls, data encryption shall be applied to such data in transit over untrusted networks. Encryption algorithms which are utilized for encrypting data shall comply with current Federal Information Processing Standards (FIPS), “Security Requirements for Cryptographic Modules”, FIPS PUB 140-2:  
<http://csrc.nist.gov/publications/fips/fips140-2/fips1402.pdf>  
<http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm>
- 6) Enable appropriate logging parameters 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 and information security standards, including Maryland Department of Information Technology’s Information Security Policy.
- 7) 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. The Department shall have the right to inspect these policies and procedures and the TO Contractor or subcontractor’s performance to confirm the effectiveness of these measures for the services being provided under this TO Agreement.
- 8) Ensure system and network environments are separated by properly configured and updated firewalls.
- 9) Restrict network connections between trusted and untrusted networks by physically and/or logically isolating systems from unsolicited and unauthenticated network traffic.
- 10) By default, “deny all” and only allow access by exception.
- 11) Review at least annually 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.
- 12) Perform regular vulnerability testing of operating system, application, and network devices. Such testing is expected to identify outdated software versions; missing software patches; device or software misconfigurations; and to validate compliance with or deviations from the security policies applicable to this TO Agreement. TO Contractor shall evaluate all identified vulnerabilities for potential adverse effect on security and integrity and remediate the vulnerability no later than 30 days following the earlier of vulnerability’s identification or public disclosure, or document why remediation action is unnecessary or unsuitable. The Department shall have the right to inspect the TO Contractor’s policies and procedures and the results of vulnerability testing to confirm the effectiveness of these measures for the services being provided under this TO Agreement.
- 13) Enforce strong user authentication and password control measures to minimize the opportunity for unauthorized access through compromise of the user access controls. At a minimum, the implemented measures should be consistent with the most current

Maryland Department of Information Technology's Information Security Policy (<http://doit.maryland.gov/support/Pages/SecurityPolicies.aspx>), including specific requirements for password length, complexity, history, and account lockout.

- 14) Ensure State Data is not processed, transferred, or stored outside of the United States ("U.S."). The TO Contractor shall provide its services to the State and the State's end users solely from data centers in the U.S. Unless granted an exception in writing by the State, the TO Contractor shall not allow TO Contractor Personnel to store State data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The TO Contractor shall permit its TO Contractor Personnel to access State data remotely only as required to provide technical support.
- 15) Ensure TO Contractor's Personnel shall not connect any of its own equipment to a State LAN/WAN without prior written approval by the State, which may be revoked at any time for any reason. The TO Contractor/subcontractor shall complete any necessary paperwork as directed and coordinated with the TO Agreement Monitor to obtain approval by the State to connect TO Contractor/subcontractor-owned equipment to a State LAN/WAN.
- 16) Ensure that anti-virus and anti-malware software is installed and maintained on all systems supporting the services provided under this TO Agreement; 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. The TO Contractor shall perform routine vulnerability scans and take corrective actions for any findings.
- 17) Conduct regular external vulnerability testing designed to examine the service provider's security profile from the Internet without benefit of access to internal systems and networks behind the external security perimeter. Evaluate all identified vulnerabilities on Internet-facing devices for potential adverse effect on the service'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 under this TO Agreement.

### **3.7.6 Access to Security Logs and Reports**

- A. For a SaaS or non-State hosted solution, the TO Contractor shall provide reports to the State in a mutually agreeable format.
- B. Reports shall include latency statistics, user access, user access IP address, user access history and security logs for all State files related to this Task Order.

### **3.7.7 Security Plan**

- A. The TO Contractor shall protect State data according to a written security policy ("Security Plan") no less rigorous than that of the State, and shall supply a copy of such policy to the State for validation, with any appropriate updates, on an annual basis.

- B. The Security Plan shall detail the steps and processes employed by the TO Contractor as well as the features and characteristics which will ensure compliance with the security requirements of the TO Agreement.
- C. If any Security Plan information, including procedures, are different based on a Task Order, TO Contractor shall furnish such differences to the respective TO Manager.

### **3.7.8 Security Incident Response**

- A. The TO Contractor shall notify the Department in accordance with **Section 3.7.9A-D** when any TO Contractor system that may access, process, or store State data or State systems experiences a Security Incident or a Data Breach as follows:
  - 1) notify the Department within twenty-four (24) hours of the discovery of a Security Incident by providing notice via written or electronic correspondence to the TO Manager, Department chief information officer and Department chief information security officer;
  - 2) notify the Department within two (2) hours if there is a threat to TO Contractor's Solution as it pertains to the use, disclosure, and security of State data; and
  - 3) provide written notice to the Department within one (1) Business Day after TO Contractor's discovery of unauthorized use or disclosure of State data and thereafter all information the State (or Department) requests concerning such unauthorized use or disclosure.
  
- B. TO Contractor's notice shall identify:
  - 1) the nature of the unauthorized use or disclosure;
  - 2) the State data used or disclosed,
  - 3) who made the unauthorized use or received the unauthorized disclosure;
  - 4) what the TO Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and
  - 5) what corrective action the TO Contractor has taken or shall take to prevent future similar unauthorized use or disclosure.
  - 6) The TO Contractor shall provide such other information, including a written report, as reasonably requested by the State.
  
- C. The TO Contractor may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the TO Agreement. Discussing Security Incidents with the State should be handled on an urgent as-needed basis, as part of TO Contractor communication and mitigation processes as mutually agreed upon, defined by law or contained in the TO Agreement.
  
- D. The Contractor shall comply with all applicable laws that require the notification of individuals in the event of unauthorized release of State data or other event requiring notification, and, where notification is required, assume responsibility for informing all such

individuals in accordance with applicable law and to indemnify and hold harmless the State (or Department) and its officials and State personnel from and against any claims, damages, and actions related to the event requiring notification.

### 3.7.9 Data Breach Responsibilities

- A. If the TO Contractor reasonably believes or has actual knowledge of a Data Breach, the TO Contractor shall, unless otherwise directed:
  - 1) Notify the appropriate State-identified contact within 24 hours by telephone in accordance with the agreed upon security plan or security procedures unless a shorter time is required by applicable law;
  - 2) Cooperate with the State to investigate and resolve the data breach;
  - 3) Promptly implement commercially reasonable remedial measures to remedy the Data Breach; and
  - 4) Document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services.
- B. If a Data Breach is a direct result of the TO Contractor's breach of its TO Agreement obligation to encrypt State data or otherwise prevent its release, the TO Contractor shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by State law; (3) a credit monitoring service required by State or federal law; (4) a website or a toll-free number and call center for affected individuals required by State law; and (5) complete all corrective actions as reasonably determined by TO Contractor based on root cause; all [(1) through (5)] subject to the TO Agreement's limitation of liability.

3.7.10 Additional security requirements may be established in a Task Order and/or a Work Order.

3.7.11 The State shall, at its discretion, have the right to review and assess the Contractor's compliance to the security requirements and standards defined in the TO Agreement.

3.7.12 **Provisions in Sections 3.7.1 – 3.7.10 shall survive expiration or termination of the TO Agreement. Additionally, the TO Contractor and shall flow down the provisions of Sections 3.7.4-3.7.12 (or the substance thereof) in all subcontracts.**

## 3.8 RESERVED

### 3.9 SOC 2 Type 2 Audit Report

3.9.1 This section applies to the TO Contractor who provides services for identified critical functions, handles Sensitive Data, and/or hosts any related implemented system for the State under the TO Agreement.

3.9.2 The TO Contractor shall have an annual audit performed by an independent audit firm of the TO Contractor's handling Sensitive Data and/or the Department's critical functions. Critical functions are identified as all aspects and functionality of the System including any add-on modules and shall address all areas relating to Information Technology

security and operational processes. These services provided by the TO Contractor 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, 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:

- A. 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 Audit” or “SOC 2 Report”). The initial SOC 2 audit shall be scheduled and completed within a timeframe to be specified by the State and submitted to the TO Manager. All subsequent SOC 2 audits that are arranged after this initial audit shall be performed on an annual basis and submitted to the TO Manager by the reoccurring annual date” for the preceding calendar year.
- B. The SOC 2 Audit shall report on TO Contractor’s system(s) and suitability of the design and operating effectiveness of controls over the Information Functions and/or Processes to meet the requirements of the TO Agreement, including the Security Requirements identified in **Section 3.7**, relevant to the following trust principles: Processing Integrity, Security, Availability, Confidentiality, and/or Privacy –as defined in the aforementioned Guidance.
- C. 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 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 modifications to the TO Agreement or due to changes in Information Technology or operational infrastructure implemented by the TO Contractor. The TO Contractor shall ensure that the audit scope of each year’s SOC 2 Report engagement shall accommodate these changes by including in the 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.
- D. The scope of the SOC 2 Report shall include work performed by any Relevant subcontractors that provide essential support to the TO Contractor and/or essential support to the Information Functions and/or Processes provided to the Department under the TO Agreement. The TO Contractor shall ensure the audit includes all such subcontractor(s) operating in the performance of the TO Agreement.
- E. All SOC 2 Audits, including those of the TO Contractor, shall be performed at no additional expense to the Department.
- F. The TO Contractor shall promptly provide a complete copy of the final SOC 2 Report(s) to the TO Manager upon completion of each annual SOC 2 Audit engagement.
- G. The TO Contractor shall provide to the TO Manager, within 30 calendar days of the issuance of each SOC 2 Report, a documented corrective action plan which addresses each audit finding or exception contained in a SOC 2 Report. The

corrective action plan shall identify in detail the remedial action to be taken by the TO Contractor along with the date(s) when each remedial action is to be implemented.

- H. If the TO Contractor currently has an annual information security assessment performed that includes the operations, systems, and repositories of the Information Functions and/or Processes being provided to the Department under the TO Agreement, and if that assessment generally conforms to the content and objective of the Guidance, the Department will determine in consultation with appropriate State government technology and audit authorities whether the TO Contractor's current information security assessments are acceptable in lieu of the SOC 2 Report(s).
- I. If the TO Contractor fails during the TO Agreement term to obtain an annual SOC 2 Report by the date specified in **Section 3.9.2.A**, the Department 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 utilized or provided by the TO Contractor and under the Contract. The TO Contractor agrees to allow the independent audit firm to access its facility/ies for purposes of conducting this audit engagement(s), and will provide the necessary support and cooperation to the independent audit firm that is required to perform the audit engagement of the SOC 2 Report. The Department 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.

**3.9.3 Provisions in Sections 3.9.1 – 3.9.2 shall survive expiration or termination of the TO Agreement. Additionally, the TO Contractor shall flow down the provisions of Sections 3.9.1-3.9.2 (or the substance thereof) in all subcontracts.**

### **3.10 Performance and Personnel**

#### **3.10.1 ROLES AND RESPONSIBILITIES**

Personnel roles and responsibilities under the Task Order:

- A. **TO Procurement Officer** – The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement.
- B. **TO Manager** - The TO Manager has the primary responsibility for the management of the work performed under the TO Agreement, administrative functions, including issuing written directions, and for ensuring compliance with the terms and conditions of the CATS+ Master Contract.
- C. **TO Contractor** – The TO Contractor is the CATS+ Master Contractor awarded this Task Order. The TO Contractor shall provide human resources as necessary to perform the services described in this TORFP Scope of Work.
- D. **TO Contractor Manager** – The TO Contractor Manager will serve as primary point of contact with the TO Manager to regularly discuss progress of tasks, upcoming tasking, historical performance, and resolution of any issues that may arise pertaining to the TO Contractor Personnel. The TO Contractor Manager will serve as liaison between the TO Manager and the senior TO Contractor management.

- E. **TO Contractor Personnel** – Any official, personnel, agent, Subcontractor, or Subcontractor agents of the TO Contractor who is involved with the Task Order over the course of the Task Order period of performance.
- F. **Key Personnel** – A subset of TO Contractor Personnel whose departure during the performance period, will, in the State’s opinion, have a substantial negative impact on Task Order performance. Key Personnel proposed as part of the TO Proposal shall start as of TO Agreement issuance unless specified otherwise in this TORFP or the Offeror’s TO Technical Proposal. Key Personnel may be identified after Task Order award.

### 3.10.2 Offeror Experience

The following experience is expected and will be evaluated as part of the TO Technical Proposal (see the Offeror experience, capability and references evaluation factor from **Section 6.2**):

- A. Prior experience in child care payment processing and oversight for a Lead CCDF, State, or County government
- B. Child care authorization on behalf of a Lead CCDF or State or County government.
- C. Prior experience working with State and/or Federal clients.
- D. Breadth of knowledge in customer service, project management, and quality assurance.

### 3.10.3 Personnel Experience

The following experience is expected and will be evaluated as part of the TO Technical Proposal:

- A. The Program Manager shall possess equivalent or five (5) years direct Child Care Subsidy case management and provider payment processing experience for a Lead Child Care Development Fund agency.
- B. Proven experience providing service delivery to U.S. based commercial or government child care subsidy authorization agency with an enrollment count of at least 20,000.
- C. Experience processing provider payments on behalf of 20,000 children per month and 2,000 child care providers per month within the past five (5) years.
- D. Demonstrated knowledge of daily management of a child care authorization database application.
- E. Breadth of knowledge in customer service, project management, and quality assurance.

### 3.10.4 Number of Personnel to Propose

As part of the TO Proposal evaluation, Offerors shall propose exactly four (4) personnel who are expected to be available as of the start date specified in the Notice to Proceed (NTP Date). Offerors shall describe in a Staffing Plan how resources shall be acquired to meet the needs of the Department. Offerors may generally describe planned positions in a Staffing Plan.

**3.10.5 Key Personnel Identified**

- A. For the Task Order, the following positions to be identified in the TO Technical Proposal will be considered Key Personnel, and shall be required to meet the qualifications stated in **Section 3.10** and **Appendix 4**.
  - 1) Program Manager
  - 2) Audit Manager
  - 3) Group Facilitator (Senior)
  - 4) Training Specialist/Instructor

**3.10.6 Labor Categories**

- A. The Labor Categories are identified and described in Appendix 4. To be responsive to this TORFP, Offerors must be capable of providing and meeting the minimum qualifications for all the labor categories listed. Offerors shall submit a TO Financial Proposal Form (Attachment P) that provides labor rates for all labor categories for all Task Order years (initial term and any option periods). Actual resumes shall be provided only for Key Personnel as described in **Section 3.10.5**. Resumes for resources provided later shall be coordinated by the TO Manager per the TO Technical Proposal and, if requested in a Work Order, shall be governed by the Work Order process.
- B. Each Labor Category includes Titles, Position Description, Education and Experience (General and Specialized).
- C. Education and experience described below constitute the minimum qualifications for candidates proposed in response to a TORFP. All experience required must have occurred within the most recent ten (10) years.
- D. TO Contractor Personnel Experience (including Key Personnel submitted in response to this TORFP).

**3.10.7 Substitution of Education for Experience**

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

**3.10.8 Substitution of Experience for Education**

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

### **3.10.9 TO Contractor Personnel Maintain Certifications**

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

#### **3.10.10 Work Hours**

- A. Business Hours Support: TO Contractor shall assign TO Contractor Personnel to support Normal State Business Hours (see definition in **Appendix 1**).
- B. Needs beyond the hours described in paragraph A may be defined in a Task Order.
- C. TO Contractor Personnel may also be required to provide occasional support outside of normal State Business Hours, including evenings, overnight, and weekends, to support specific efforts and emergencies, such as to resolve system repair or restoration. Hours performing activities would be billed on an actual time worked basis at the rates proposed.
- D. State-Mandated Closings: TO Contractor Personnel shall be required to participate in any State-mandated closings. In this event, the TO Contractor will be notified in writing by the TO Manager of these details.
- E. Time Off Requests: Requests for time off shall be submitted to the TO Manager at least two weeks in advance. The TO Manager reserves the right to request a temporary replacement if leave extends longer than one consecutive week. In cases where there is insufficient coverage, a leave request may be denied.

## **3.11 Substitution of Personnel**

### **3.11.1 Directed Personnel Replacement**

- A. The TO Manager may direct the TO Contractor to replace any TO Contractor Personnel who, in the sole discretion of the TO Manager, are perceived as being unqualified, non-productive, unable to fully perform the job duties, disruptive, or known, or reasonably believed, to have committed a major infraction(s) of law or Department, Contract, or Task Order requirement.
- B. If deemed appropriate in the discretion of the TO Manager, the TO Manager shall give written notice of any TO Contractor Personnel performance issues to the TO Contractor, describing the problem and delineating the remediation requirement(s). The TO Contractor shall provide a written Remediation Plan within three (3) days of the date of the notice. If the TO Manager rejects the Remediation Plan, the TO Contractor shall revise and resubmit the plan to the TO Manager within five (5) days of the rejection, or in the timeframe set forth by the TO Manager in writing. Once a Remediation Plan has been accepted in writing by the TO Manager, the TO Contractor shall immediately implement the Remediation Plan.
- C. Should performance issues persist despite the approved Remediation Plan, the TO Manager will give written notice of the continuing performance issues and either request a new Remediation Plan within a specified time limit or direct the removal and replacement of the TO Contractor Personnel whose performance is at issue. A request for a new Remediation Plan will follow the procedure described in **Section 3.11.1.B**.
- D. In circumstances of directed removal, the TO Contractor shall provide a suitable replacement for TO Manager approval within fifteen (15) days of the date of the notification of directed removal, or the actual removal, whichever occurs first, or such earlier time as directed by the TO Manager in the event of a removal on less than fifteen days' notice

- E. Normally, a directed personnel replacement will occur only after prior notification of problems with requested remediation, as described above. However, the TO Manager reserves the right to direct immediate personnel replacement without utilizing the remediation procedure described above.
- F. Replacement or substitution of TO Contractor Personnel under this section shall be in addition to, and not in lieu of, the State's remedies under the Task Order or which otherwise may be available at law or in equity.

### **3.11.2 Substitution Prior to and 30 Days After Task Order Execution**

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

### **3.11.3 Substitution More Than 30 Days After Task Order Execution**

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

- A. The TO Contractor may not substitute personnel without the prior approval of the TO Manager.
- B. To replace any personnel, the TO Contractor shall submit resumes of the proposed individual specifying the intended approved labor category. Any proposed substitute personnel shall have qualifications equal to or better than those of the replaced personnel.
- C. Proposed substitute individual shall be approved by the TO Manager. The TO Manager shall have the option to interview the proposed substitute personnel and may require that such interviews be in person. After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the requested substitution. If no acceptable substitute personnel is proposed within the time frame established by the TO Manager, the TO Agreement may be cancelled.

## **3.12 Minority Business Enterprise (MBE) Reports**

### **3.12.1 MBE PARTICIPATION REPORTS**

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

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

### **3.13 Veteran Small Business Enterprise (VSBE) Reports**

There is no VSBE Goal for this Task Order.

### **3.14 Additional Clauses**

The TO Contractor shall be subject to the requirements in this section and shall flow down the provisions of **Sections 3.15.1 – 3.15.5** (or the substance thereof) in all subcontracts.

#### **3.14.1 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, including but not limited to:

- A. Custom Software, Custom Source Code, Data;
- B. Hardware and software costs procured as part of the TORFP cannot exceed 49 percent of the total Task Order value;
- C. Material costs shall be passed through with no mark-up by the TO Contractor;
- D. No-Visual Access
- E. By responding to this TORFP and accepting a Task Order award, an Offeror specifically agrees that for any software, hardware or hosting service that it proposes for use by the State in response to this TORFP, the State will have the right to purchase from another source, instead of from the selected Offeror.

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

**3.14.3 Contract Management Oversight Activities**

- A. DoIT is responsible for contract management oversight on the CATS+ Master Contract. As part of that oversight, DoIT has implemented a process for self-reporting contract management activities of Task Orders under CATS+. This process typically applies to active TOs for operations and maintenance services valued at \$1 million or greater, but all CATS+ Task Orders are subject to review.
- B. A sample of the TO Contractor Self-Reporting Checklist is available on the CATS+ website at <http://doit.maryland.gov/contracts/Documents/CATSPlus/CATS+Self-ReportingChecklistSample.pdf>. DoIT may send initial checklists out to applicable/selected TO Contractors approximately three months after the award date for a Task Orders. The TO Contractor shall complete and return the checklist as instructed on the form. Subsequently, at six month intervals from the due date on the initial checklist, the TO Contractor shall update and resend the checklist to DoIT.

**3.14.4 Source Code Escrow**

Source code Escrow does not apply to this Task Order.

**3.14.5 Purchasing and Recycling Electronic Products**

This section does not apply to this solicitation.

**3.14.6 Change Control and Advance Notice**

- A. Unless otherwise specified in an applicable Service Level Agreement, the Contractor shall give seven (7) days advance notice to the State of any upgrades or modifications that may impact service availability and performance.
- B. Contractor may not modify the functionality or features of any SaaS provided hereunder if such modification materially degrades the functionality of the SaaS.

**3.14.7 No-Cost Extensions**

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

## 4 TORFP Instructions

### 4.1 TO Pre-Proposal Conference

- 4.1.1 A TO Pre-Proposal Conference (Conference) will be held at the date, time, and location indicated on the Key Information Summary Sheet.
- 4.1.2 Attendance at the Conference is not mandatory, but all interested parties are encouraged to attend in order to facilitate better preparation of their proposals.
- 4.1.3 Following the Conference, the attendance record and summary of the Conference will be distributed via e-mail to all Master Contractors known to have received a copy of this TORFP.
- 4.1.4 Those wishing to attend the web Conference may request a meeting invitation by emailing Rodney Spence at [Rodney.Spence2@maryland.gov](mailto:Rodney.Spence2@maryland.gov) no later than 10:00 AM on September 01, 2020. Registration must be completed by 10:00 AM September 01, 2020.

### 4.2 Questions

- 4.2.1 All questions shall identify in the subject line the Solicitation Number and Title (R00R1600082 - Child Care Scholarship Program) and shall be submitted in writing via e-mail to the TO Procurement Officer no later than the date and time specified the Key Information Summary Sheet.
- 4.2.2 Answers to all questions that are not clearly specific only to the requestor will be provided to all Master Contractors who are known to have received a copy of the TORFP.
- 4.2.3 The statements and interpretations contained in responses to any questions, whether responded to verbally or in writing, are not binding on the Department unless it issues an amendment in writing.

### 4.3 TO Proposal Due (Closing) Date and Time

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

#### 4.4 Award Basis

Based upon an evaluation of TO Proposal responses as provided in **Section 6.4**, below, a Master Contractor will be selected to conduct the work defined in **Sections 2 and 3**. A specific TO Agreement, **Attachment M**, will then be entered into between the State and the selected Master Contractor, which will bind the selected Master Contractor (TO Contractor) to the contents of its TO Proposal, including the TO Financial Proposal.

#### 4.5 Oral Presentation

- 4.5.1 Offerors and proposed TO Contractor Personnel will be required to make an oral presentation to State representatives. Offerors must confirm in writing any substantive oral clarification of, or change in, their Proposals made in the course of discussions. Any such written clarifications or changes then become part of the Master Contractor's TO Proposal. The TO Procurement Officer will notify Offerors of the time and place of oral presentations and interviews, should interviews be scheduled separately.
- 4.5.2 All Offerors meeting minimum qualifications shall participate in interviews, which are a type of oral presentation. All candidates shall be interviewed in substantially the same manner. The TO Procurement Officer shall, for each round of interviews, determine whether phone or in-person interviews will be utilized. At the TO Procurement Officer's discretion, interviews may be conducted via the internet (e.g., Skype, GoToMeeting, WebEx) in lieu of in-person interviews.

#### 4.6 Limitation of Liability

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

#### 4.7 MBE Participation Goal

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

#### 4.8 VSBE Goal

There is no VSBE participation goal for this procurement.

#### 4.9 Living Wage Requirements

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

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

#### 4.10 Federal Funding Acknowledgement

- 4.10.1 There are programmatic conditions that apply to this TO Agreement due to Federal funding (see **Attachment G**).
- 4.10.2 The total amount of Federal funds allocated for the Maryland State Department of Education is \$209,785,382.00 in Maryland State fiscal year 2021. This represents 24% of all funds budgeted for the unit in that fiscal year. This does not necessarily represent the amount of funding available for any particular grant, contract, or solicitation.
- 4.10.3 The TO Agreement contains Federal funds. The source of these Federal funds is Childcare and Development Block Grant. The CFDA number is: 93.575. The conditions that apply to all Federal funds awarded by the Department are contained in Federal Funds **Attachment G**. Any additional conditions that apply to this particular Federally-funded contract are contained as supplements to Federal Funds **Attachment G** and Offerors are to complete and submit these Attachments with their TO Proposals as instructed in the Attachments. Acceptance of this agreement indicates the Offeror's intent to comply with all conditions, which are part of the TO Agreement.

#### 4.11 Conflict of Interest Affidavit and Disclosure

- 4.11.1 Offerors shall complete and sign the Conflict of Interest Affidavit and Disclosure (**Attachment H**) and submit it with their Proposals. All Offerors are advised that if a TO Agreement is awarded as a result of this solicitation, the TO Contractor's Personnel who perform or control work under this TO Agreement and each of the participating subcontractor personnel who perform or control work under this TO Agreement shall be required to complete agreements substantially similar to **Attachment H**, conflict of interest Affidavit and Disclosure.
- 4.11.2 If the TO Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the TO Procurement Officer may reject an Offeror's TO Proposal under COMAR 21.06.02.03B.
- 4.11.3 Master Contractors should be aware that the State Ethics Law, Md. Code Ann., General Provisions Article, Title 5, might limit the selected Master Contractor's ability to participate in future related procurements, depending upon specific circumstances.
- 4.11.4 By submitting a Conflict of Interest Affidavit and Disclosure, the Offeror shall be construed as certifying all TO Contractor Personnel and Subcontractors are also without a conflict of interest as defined in COMAR 21.05.08.08A.

## 4.12 Non-Disclosure Agreement

### 4.12.1 Non-Disclosure Agreement (Offeror)

A Non-Disclosure Agreement (Offeror) is not required for this solicitation.

### 4.12.2 Non-Disclosure Agreement (TO Contractor)

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

## 4.13 Iranian Non-Investment

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

## 4.14 Mercury and Products That Contain Mercury

### **4.15 All products or equipment provided pursuant to this solicitation shall be mercury free products. The Offeror must submit a Mercury Affidavit in the form of Attachment K with its TO Proposal. Location of the Performance of Services Disclosure**

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

## 4.16 Department of Human Services (DHS) Hiring Agreement

This solicitation does not require a DHS Hiring Agreement.

## 4.17 Small Business Reserve (SBR) Set-Aside

This solicitation is not designated as a Small Business Reserve (SBR) set-aside solicitation.

## 4.18 Bonds

This solicitation does not require bonds.

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## 5 TO Proposal Format

### 5.1 Required Response

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

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

### 5.2 Two Part Submission

Offerors shall submit TO Proposals in separate volumes:

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

### 5.3 TO Proposal Packaging and Delivery

5.3.1 TO Proposals delivered by facsimile shall not be considered.

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

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

Electronic means includes e-mail to the TO Procurement Officer address listed on the Key Information Summary Sheet.

5.3.4 E-mail submissions

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

- E. TO Proposals submitted via e-mail must not exceed 10 Mb. If a submission exceeds this size, split the submission into two or more parts and include the appropriate part number in the subject (e.g., part 1 of 2) after the subject line information below.
- F. The e-mail submission subject line shall state the TORFP R00R1600082 and either “Technical” or “Financial.”

5.3.5 Two Part Submission:

- A. TO Technical Proposal consisting of:
  - 1) TO Technical Proposal in searchable Adobe PDF format,
  - 2) a second searchable Adobe copy of the TO Technical Proposal, redacted in accordance with confidential and/or proprietary information removed (see **Section 5.4.2.B**, and
- B. TO Financial Proposal consisting of:
  - 1) TO Financial Proposal and all supporting material in Microsoft Excel format,
  - 2) a second searchable Adobe copy of the TO Financial Proposal, redacted in accordance with confidential and/or proprietary information removed (see **Section 5.4.2.B**).

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

5.3.6 In addition to the instructions below, responses in the Offeror’s TO Technical Proposal shall reference the organization and numbering of Sections in the TORFP (e.g., “Section 2.2.1 Response . . . ; “Section 2.2.2 Response . . .”). All pages of both TO Proposal volumes shall be consecutively numbered from beginning (Page 1) to end (Page “x”).

5.3.7 The TO Technical Proposal shall include the following documents and information in the order specified as follows:

- A. Proposed Services:
  - 1) Executive Summary: A one-page summary describing the Offeror’s understanding of the TORFP scope of work (**Sections 2-3**) 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 to completing the scope of work in a timely manner. The proposed solution shall be organized to exactly match the requirements outlined in Sections 2-3.
  - 3) Draft Risk Assessment: Identification and prioritization of risks inherent in meeting the requirements in Section 3 - Scope of Work. Includes a description of strategies to mitigate risks. If the Risk Assessment appears as a deliverable in Sections 2-3, that version will be a final version. Any subsequent versions should be approved through a formal configuration or change management process.
  - 4) Assumptions: A description of any assumptions formed by the Offeror in developing the TO Technical Proposal.
  - 5) Tools the Master Contractor owns and proposes for use to meet any requirements in Sections 2-3.

- 6) Draft Transition Plan/Implementation Schedule - Offeror shall provide the proposed transition plan/implementation schedule with its TO Proposal
- 7) The Offeror shall identify the location(s) from which it proposes to provide services, including, if applicable, any current facilities that it operates, and any required construction to satisfy the State's requirements as outlined in this TORFP. Due to COVID-19, the TO Contractor shall explain how it will ensure personnel social distancing at its location and follow State and Center for Disease Control (CDC) recommendations.
- 8) The Offeror shall provide a Backup solution/ strategy recommendation as part of it's TO Proposal. Due to COVID-19, the TO Contractor shall provide a plan for personnel telework options.
- 9) Disaster Recovery and Security Model description - For hosted services, the Offeror shall include its DR strategy, and for on premise, a description of a recommended DR strategy.
- 10) The Offeror shall include an SLA in it's TO Proposal as identified in Section 2.6.
- 11) Description of technical risk of migrating from the existing system
- 12) Non-Compete Clause Prohibition:

The Department seeks to maximize the retention of personnel working under this Task Order whenever there is a transition of the Task Order from one contractor to another so as to minimize disruption due to a change in contractor and maximize the maintenance of institutional knowledge accumulated by such personnel. To help achieve this objective of staff retention, each Offeror shall agree that if awarded the Task Order, the Offeror's personnel and agents filling the positions set forth in the staffing requirements of **Section 1.1.1 and 3.10.5** working on the State contract shall be free to work for the contractor awarded the State contract notwithstanding any non-compete clauses to which the Offeror personnel may be subject. The Offeror agrees not to enforce any non-compete restrictions against the State with regard to and agents if a different vendor succeeds it in the performance of the Task Order. To evidence compliance with this non-compete clause prohibition, each Offeror must include an affirmative statement in its TO Technical Proposal that the Offeror, if awarded a Task Order, agrees that it's the Offeror's personnel and agents shall not be restricted from working with or for any successor contractor that is awarded the State business.

- 13) Details for each offering:

Offerors may propose open source software; however, the Offeror must provide operational support for the proposed software.

The Offeror shall provide the following information for each offering:

- a) Offering Name;
- b) Offeror relationship with manufacturer (e.g., manufacturer, reseller, partner);
- c) Manufacturer;

- d) Short description of capability;
- e) Version (and whether version is limited in any way);
- f) License type (e.g., user, CPU, node, transaction volume);
- g) Subscription term (e.g., annual);
- h) License restrictions, if any;
- i) Operational support offered (e.g., customer support, help desk, user manuals online or hardcopy), including description of multiple support levels (if offered), service level measures and reporting;
- j) Continuity of operations and disaster recovery plans for providing service at 24/7/365 level;
- k) Ability of the offering to read and export data in existing State enterprise data stores. Offerors in their TO Technical Proposals shall describe the interoperability of data that can be imported or exported from the Solution, including generating industry standard formats;
- l) Any processing or storage of data outside of the continental U.S. (see Security Requirements for limitations);
- m) Any limitations or constraints in the offering, including any terms or conditions (e.g., terms of service, ELA, AUP, professional services agreement, master agreement) – see also Section 5.4.2.I Additional Required Submissions.
- n) Compatibility with Single Sign-On systems (e.g., Secure Authorization);
- o) APIs offered, and what type of content can be accessed and consumed;
- p) Update / upgrade roadmap and procedures, to include: planned changes in the next 12 months, frequency of system update (updates to software applied) and process for updates/upgrades;
- q) Frequency of updates to data services, including but not limited to, datasets provided as real-time feeds, and datasets updated on a regular basis (e.g., monthly, quarterly, annually, one-time);
- r) What type of third party assessment (such as a SOC 2 Type II audit) is performed, the nature of the assessment (e.g., the trust principles and scope of assessment), and whether the results of the assessment pertinent to the State will be shared with the State. See also Section 3.9;
- s) Offeror shall describe its security model and procedures supporting handling of State data. If more than one level of service is offered, the Offeror shall describe such services. Include, at a minimum:
  - i) procedures for and requirements for hiring staff (such as background checks),
  - ii) any non-disclosure agreement TO Contractor Personnel sign,
  - iii) whether the service is furnished out of the continental U.S. (see Security Requirements 3.7),
  - iv) Certifications such as FedRAMP,

- v) Third party security auditing, including FISMA,
- vi) Published Security Incident reporting policy, and
- vii) Cybersecurity insurance, if any, maintained;
- t) Offerors shall clearly indicate which features are part of the base offering and which include additional charges; and
- u) Offerors shall include a schedule of service level metrics, service level agreement penalties to the State if the metrics are not met, and what reporting supports the service levels described.

**B. Proposer Information Sheet and Transmittal Letter**

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

**C. Minimum Qualifications Documentation (If applicable)**

The Offeror shall submit any Minimum Qualifications documentation that may be required, as set forth in TORFP **Section 1**.

**D. Proposed Personnel and TORFP Staffing**

Offeror shall propose exactly four (4) Key Personnel in response to this TORFP. Offeror shall:

- 1) Identify the qualifications and types of staff proposed to be utilized under the Task Order. The Offeror shall describe in detail how the proposed staff's experience and qualifications relate to their specific responsibilities, including any staff of proposed subcontractor(s), as detailed in the Work Plan.
- 2) Complete and provide for each proposed resource **Appendix 4A** Minimum Qualifications Summary and **Appendix 4B** Personnel Resume Form.
- 3) Provide evidence proposed personnel possess the required certifications in accordance with **Section 1.1** Offeror Personnel Minimum Qualifications.
- 4) Provide three (3) references per proposed Key Personnel containing the information listed in **Appendix 4B**.
- 5) Provide a Staffing Management Plan that demonstrates how the Offeror will provide resources in addition to the personnel requested in this TORFP, and how the TO Contractor Personnel shall be managed. Include:
  - a) Planned team composition by role (**Important! Identify specific names and provide history only for the proposed resources required for evaluation of this TORFP**).
  - b) Process and proposed lead time for locating and bringing on board resources that meet the Task Order needs.

- c) Supporting descriptions for all labor categories proposed in response to this TORFP.
    - d) Description of approach for quickly substituting qualified personnel after start of the Task Order.
  - 6) 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.
- E. Subcontractors  
Identify all proposed Subcontractors, including MBEs, and their roles in the performance of the scope of work hereunder.
- F. Overall Offeror team organizational chart  
Provide an overall team organizational chart with all team resources available to fulfill the Task Order scope of work.
- G. Master Contractor and Subcontractor Experience and Capabilities
  - 1) Provide up to three examples of engagements or contracts the Master Contractor or Subcontractor, if applicable, has completed that were similar to the requested scope of work. Include contact information for each client organization complete with the following:
    - a) Name of organization.
    - b) Point of contact name, title, e-mail and telephone number (point of contact shall be accessible and knowledgeable regarding experience)
    - c) Services provided as they relate to the scope of work.
    - d) Start and end dates for each example engagement or contract.
    - e) Current Master Contractor team personnel who participated on the engagement.
    - f) If the Master Contractor is no longer providing the services, explain why not.
  - 2) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any entity of the State of Maryland.  

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

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

**Note** - State of Maryland experience can be included as part of **G.1** 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.

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

J. Additional Submissions:

1) Attachments and Exhibits;

a) All forms required for the TO Technical Proposal are identified in **Table 1 of Section 7** – Exhibits and Attachments. Unless directed otherwise by instructions within an individual form, complete, sign, and include all required forms in the TO Technical Proposal.

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

2) Offerors shall furnish with their Technical TO Proposal any and all agreements the Offeror expects the State to sign or to be subject to in connection with or in order to use the Offeror's services under this Task Order Agreement, including but not limited to software license agreement(s), end user license agreement(s), AUP. This includes the complete text of all agreements referenced or incorporated in primary documents (i.e., links to the relevant agreements are not allowed).

## 5.4 Volume II – TO Financial Proposal

- 5.4.1 The TO Financial Proposal shall contain all price information in the format specified in **Attachment B** - Financial Proposal Form. The Offeror shall complete the Financial Proposal Form only as provided in the Financial Proposal Form Instructions and the Financial Proposal Form itself.
- 5.4.2 The TO Financial Proposal shall contain a description of any assumptions on which the Master Contractor's TO Financial Proposal is based (Assumptions shall not constitute conditions, contingencies, or exceptions to the Financial Proposal Form);
- 5.4.3 **Attachment B**– Financial Proposal Form, with all proposed labor categories including all rates fully loaded. Master Contractors shall list all key resources by approved CATS+ labor categories in the TO Financial Proposal.
- 5.4.4 To be responsive to this TORFP, the Financial Proposal Form shall provide labor rates for all labor categories anticipated for this TORFP. Proposed rates shall not exceed the rates defined

in the Master Contract for the Master Contract year(s) in effect at the time of the TO Proposal due date.

5.4.5 **Note: Failure to specify a CATS+ labor category in the completed Financial Proposal Form for each proposed resource will make the TO Proposal non-responsive to this TORFP.**

5.4.6 Prices shall be valid for 120 days.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK**

## 6 Evaluation and Selection Process

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

### 6.1 Evaluation Committee

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

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

### 6.2 TO Technical Proposal Evaluation Criteria

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

#### 6.2.1 Offeror's Technical Response to TORFP Requirements (See TORFP § 5.4.2)

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

#### 6.2.2 Experience and Qualifications of Proposed Personnel (See TORFP § 5.4.2.D)

The capability of the proposed resources to perform the required tasks and produce the required deliverables in the TORFP Sections 2-3. Capability will be determined from each proposed individual's resume, reference checks, and oral presentation (See Section 4.5 Oral Presentation).

#### 6.2.3 Offeror Qualifications and Capabilities, including proposed subcontractors (See TORFP § 5.4.2.G)

#### 6.2.4 Offeror's ability to meet or exceed the Functional, Technical, and Service Level Agreement requirements listed in Section 2.

#### 6.2.5 Offeror's ability to provide the necessary personnel to successfully complete the requirements listed in Section 2.

### 6.3 TO Financial Proposal Evaluation Criteria

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

## **6.4 Selection Procedures**

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

- A. TO Proposals will be assessed throughout the evaluation process for compliance with the minimum qualifications listed in Section 1 of this TORFP, and quality of responses to **Section 5.3** TO Technical Proposal. Failure to meet the minimum qualifications shall render a TO Proposal not reasonably susceptible for award. The TO Procurement Officer will notify those Offerors who have not been selected to perform the work.
- B. TO Technical Proposals will be evaluated for technical merit and ranked. Oral presentations and discussions may be held to assure full understanding of the State's requirements and of the qualified Offeror's proposals and abilities to perform, and to facilitate arrival at a TO Agreement that is most advantageous to the State.
- C. The Procurement Officer will only open the TO Financial Proposals where the associated TO Technical Proposals have been classified as reasonably susceptible for award.
- D. After review of TO Financial Proposals, TO Financial Proposals for qualified Offerors will be reviewed and ranked from lowest to highest price proposed.
- E. When in the best interest of the State, the TO Procurement Officer may permit Qualified Offerors to revise their initial Financial Proposals and submit, in writing, Best and Final Offers (BAFOs). The State may make an award without issuing a request for a BAFO.
- F. The Procurement Officer shall make a determination recommending award of the TO to the responsible Offeror who has the TO Proposal determined to be the most advantageous to the State, considering price and the evaluation criteria set forth above. In making this selection, the TO Technical Proposal will be given greater weight than the TO Financial Proposal.

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

## **6.5 Documents Required upon Notice of Recommendation for Task Order Award**

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

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

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

## 7 TORFP ATTACHMENTS AND APPENDICES

### Instructions Page

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

For documents required as part of the proposal:

- For e-mail submissions, submit one (1) copy with original signatures.

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

For documents required after award, submit three (3) copies of each document within the appropriate number of days after notification of recommended award, as listed in Table 1 below in the “When to Submit” column.

**Table 1: TORFP ATTACHMENTS AND APPENDICES**

Applies?	When to Submit	Label	Attachment Name
Y	Before TO Proposal	A	Pre-Proposal Conference Response Form
Y	With TO Proposal	B	TO Financial Proposal Instructions and Form
N	N/A	C	RESERVED
Y	10 Business Days after recommended award	D	MBE Forms D-2, D-3A, D-3B <b>Important:</b> Attachment D-1C, if a waiver has been requested, is also required within 10 days of recommended award.
Y	As directed in forms	D	MBE Forms D-4A, D-4B, D-5
Y	With TO Proposal	F	Maryland Living Wage Requirements for Service Task Orders and Affidavit of Agreement
Y	With TO Proposal	G	Federal Funds Attachments
Y	With TO Proposal	H	Conflict of Interest Affidavit and Disclosure
Y	5 Business Days after recommended award	I	Non-Disclosure Agreement (TO Contractor)
Y	With TO Proposal	L	Location of the Performance of Services Disclosure
Y	5 Business Days after recommended award	M	Task Order Agreement
N	N/A	N	RESERVED

Applies?	When to Submit	Label	Attachment Name
N	N/A	O	RESERVED
Y	With Proposal	P	Certification Regarding Investment in Iran
Appendices			
Applies?	When to Submit	Label	Attachment Name
Y	N/A	1	Abbreviations and Definitions
Y	With TO Proposal	2	Offeror Information Sheet
Y	Prior to commencement of work	3	Criminal Background Check Affidavit
Y	With TO Proposal	4	Labor Classification Personnel Resume Summary (Appendix 4A and 4B)
Additional Submissions			
Applies?	When to Submit	Label	Attachment Name
Y	5 Business Days after recommended award	--	Evidence of meeting insurance requirements (see <b>Section 3.6</b> ); 1 copy

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

**Solicitation Number R00R1600082**

**Child Care Scholarship Case Management and Payment Processing Functions**

A TO Pre-proposal conference will be held via conference call on **September 22, 2020 at 10:30 AM local time**. Join by phone (US) +1 262-264-8935 PIN: 974 705 091#

Please return this form by **September 21, 2020**, advising whether or not you plan to attend. The completed form should be returned via e-mail or fax to the TO Procurement Officer at the contact information below:

Rodney Spence  
MSDE  
E-mail: [Rodney.spence2@maryland.gov](mailto:Rodney.spence2@maryland.gov)

Please indicate:

\_\_\_\_\_ Yes, the following representatives will be in attendance.

Attendees (Check the TORFP for limits to the number of attendees allowed):

- 1.
- 2.
- 3.

\_\_\_\_\_ No, we will not be in attendance.

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

Offeror:

\_\_\_\_\_  
*Offeror Name (please print or type)*

By:

\_\_\_\_\_  
*Signature/Seal*

Printed Name:

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

Title:

\_\_\_\_\_  
*Title*

Date:

\_\_\_\_\_  
*Date*

**Directions to the TO Pre-Proposal Conference**

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

See separate Excel TO Financial Proposal Form labeled, “*Attachment B - MSDE Child Care Subsidy Case Management and Payment Pricing Sheet.xls*”.

**Attachment C.      RESERVED**

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

**TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING REQUIREMENTS**

**CATS+ TORFP # R00R1600082**

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

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

D-1A  
MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT  
& MBE PARTICIPATION SCHEDULE

INSTRUCTIONS

PLEASE READ BEFORE COMPLETING THIS DOCUMENT

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

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

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

**SUBGOALS (IF APPLICABLE)**

**TOTAL AFRICAN AMERICAN MBE PARTICIPATION: 15%**

**TOTAL WOMEN-OWNED MBE PARTICIPATION: 15%**

**OVERALL GOAL**

**TOTAL MBE PARTICIPATION (INCLUDE ALL CATEGORIES): 30%**

**D-1A  
MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT & MBE PARTICIPATION  
SCHEDULE**

**This MBE Utilization and Fair Solicitation Affidavit and MBE Participation Schedule must be completed in its entirety and included with the Proposal. If the Offeror fails to accurately complete and submit this Affidavit and Schedule with the Proposal as required, the Procurement Officer shall determine that the Proposal is not reasonably susceptible of being selected for award.**

In connection with the Proposal submitted in response to Solicitation No. R00R1600082, I affirm the following:

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

**(PLEASE CHECK ONLY ONE)**

- I acknowledge and intend to meet the overall certified Minority Business Enterprise (MBE) participation goal of 30 percent and, if specified in the solicitation, the following subgoals (complete for only those subgoals that apply):

15 % for African American-owned MBE firms

15 % for Women-owned MBE firms

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

**OR**

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

**2. Additional MBE Documentation**

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

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

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

**3. Information Provided to MBE firms**

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

**4. MBE Participation Schedule**

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

<b>Prime Contractor:</b>	<b>Project Description:</b>	<b>PROJECT/CONTRACT</b>
Offeror Company Name, Street Address, Phone	Child Care Scholarship Case Management and Payment Processing Functions	<b>NUMBER:</b> R00R1600082

**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)**

<p>MBE Prime Firm Name: MBE Certification Number: (If dually certified, check only one box.)</p> <p><input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification</p>	<p>Percentage of total Contract Value to be performed with own forces and counted towards the MBE overall participation goal (up to 50% of the overall goal): _____%</p> <p>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): _____%</p> <p>Description of the Work to be performed with MBE prime’s workforce: _____ _____</p>
--	--

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

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

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

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

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

Offeror:

---

Offeror Name (please print or type)

By:

---

Signature of Authorized Representative

Printed Name:

---

Printed Name

Title:

---

Title

Date:

---

Date

Address:

---

Company Address

**SUBMIT THIS AFFIDAVIT WITH PROPOSAL**

## D-1B WAIVER GUIDANCE

### GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET MBE PARTICIPATION GOALS

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

#### I. Definitions

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

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

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

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

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

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

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

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

1. Identified Items of Work in Procurements
  - (a) Certain procurements will include a list of Proposal items identified during the goal setting process as possible work for performance by MBE Firms. If the procurement provides a list of Identified Items of Work, the Offeror shall make all reasonable efforts to solicit quotes from MBE Firms to perform that work.
  - (b) Offerors may, and are encouraged to, select additional items of work to be performed by MBE Firms to increase the likelihood that the MBE Goal(s) will be achieved.
2. Identified Items of Work by Offerors
  - (a) When the procurement does not include a list of Identified Items of Work or for additional Identified Items of Work, Offerors should reasonably identify sufficient items of work to be performed by MBE Firms.
  - (b) Where appropriate, Offerors should break out contract work items into economically feasible units to facilitate MBE participation, rather than perform these work items with their own forces. The ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the Offeror of the responsibility to make Good Faith Efforts.

**B. Identify MBE Firms to Solicit**

1. MBE Firms Identified in Procurements
  - (a) Certain procurements will include a list of the MBE Firms identified during the goal setting process as available to perform the items of work. If the procurement provides a list of Identified MBE Firms, the Offeror shall make all reasonable efforts to solicit those MBE firms.
  - (b) Offerors may, and are encouraged to, search the MBE Directory to identify additional MBEs who may be available to perform the items of work, such as MBEs certified or granted an expansion of services after the solicitation was issued.
2. MBE Firms Identified by Offerors
  - (a) When the procurement does not include a list of Identified MBE Firms, Offerors should reasonably identify the MBE Firms that are available to perform the Identified Items of Work.
  - (b) Any MBE Firms identified as available by the Offeror should be certified to perform the Identified Items of Work.

**C. Solicit MBEs**

1. Solicit all Identified Firms for all Identified Items of Work by providing written notice. The Offeror should:
  - (a) provide the written solicitation at least 10 days prior to Proposal opening to allow sufficient time for the MBE Firms to respond;
  - (b) send the written solicitation by first-class mail, facsimile, or e-mail using contact information in the MBE Directory, unless the Offeror has a valid basis for using different contact information; and
  - (c) provide adequate information about the plans, specifications, anticipated time schedule for portions of the work to be performed by the MBE, and other requirements of the contract to assist MBE Firms in responding. (This information may be provided by including hard copies in the written solicitation or by electronic means as described in C.3 below.)

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

**D. Negotiate with Interested MBE Firms**

Offerors must negotiate in good faith with interested MBE Firms.

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

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

**E. Assisting Interested MBE Firms**

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

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

**III. Other Considerations**

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

The decision-maker may take into account whether an Offeror decided to self-perform subcontract work with its own forces, especially where the self-performed work is Identified Items of Work in the procurement. The decision-maker also may take into account the performance of other Offerors in meeting the contract. For example, when the apparent successful Offeror fails to meet the contract goal, but others meet it, this reasonably raises the question of whether, with additional reasonable efforts, the

apparent successful Offeror could have met the goal. If the apparent successful Offeror fails to meet the goal, but meets or exceeds the average MBE participation obtained by other Offerors, this, when viewed in conjunction with other factors, could be evidence of the apparent successful Offeror having made Good Faith Efforts.

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

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

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

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

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

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

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

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

##### **D. Other Documentation**

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

**D-1B - Exhibit A**  
**MBE Subcontractor Unavailability Certificate**

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

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

was offered an opportunity to bid on Solicitation No. R00R1600082

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

\*\*\*\*\*

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*\*\*\*\*

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

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

\*\*\*\*\*

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

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

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

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

PAGE \_\_ OF \_\_

<b>Prime Contractor:</b>	<b>Project Description:</b>	<b>PROJECT/CONTRACT</b>
Offeror Company Name, Street Address, Phone	Child Care Scholarship Case Management and Payment Processing Functions	<b>NUMBER:</b> R00R1600082

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

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

Company:

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Company Name (please print or type)

By:

---

Signature of Authorized Representative

Printed Name:

---

Printed Name

Title:

---

Title

Date:

---

Date

Address:

---

Company Address

---

Company Name

---

Signature of Representative

---



---

Address

Printed Name and Title

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Date

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

PAGE \_\_ OF \_\_

<b>Prime Contractor:</b>	<b>Project Description:</b>	<b>PROJECT/CONTRACT</b>
Offeror Company Name, Street Address, Phone	Child Care Scholarship Case Management and Payment Processing Functions	<b>NUMBER:</b> R00R1600082

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

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

Please check if Additional Sheets are attached.

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

PAGE \_\_ OF \_\_

<b>Prime Contractor:</b>	<b>Project Description:</b>	<b>PROJECT/CONTRACT</b>
Offeror Company Name, Street Address, Phone	Child Care Scholarship Case Management and Payment Processing Functions	<b>NUMBER: R00R1600082</b>

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

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

Please check if Additional Sheets are attached.

**GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST  
PART 3 – ADDITIONAL INFORMATION REGARDING REJECTED MBE QUOTES**

PAGE \_\_ OF \_\_

<b>Prime Contractor:</b>	<b>Project Description:</b>	<b>PROJECT/CONTRACT</b>
Offeror Company Name, Street Address, Phone	Child Care Scholarship Case Management and Payment Processing Functions	<b>NUMBER:</b> R00R1600082

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

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

Please check if Additional Sheets are attached.

**D- 2  
OUTREACH EFFORTS COMPLIANCE STATEMENT**

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

In conjunction with the Proposal submitted in response to Solicitation No. R00R1600082, I state the following:

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

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

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

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- 4. **Please Check One:**

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

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- 5. **Please Check One:**

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

PLEASE PRINT OR TYPE

Company:

Company Name (please print or type)

By:

Signature of Authorized Representative

Printed Name:

Printed Name

Title:

Title

Date:

Date

Address:

Company Address

**D-3A  
MBE SUBCONTRACTOR PROJECT PARTICIPATION CERTIFICATION**

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

Provided that \_\_\_\_\_ (Prime Contractor’s Name) is awarded the State contract in conjunction with Solicitation No. R00R1600082, such Prime Contractor intends to enter into a subcontract with \_\_\_\_\_ (Subcontractor’s Name) committing to participation by the MBE firm \_\_\_\_\_ (MBE Name) with MDOT Certification Number \_\_\_\_\_ which will receive at least \$\_\_\_\_\_ which equals to\_\_\_\_% of the Total Contract Amount for performing the following goods and services for the Contract:

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

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

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

Prime Contractor

Subcontractor

Company:

Company:

Company Name (please print or type)

Company Name (please print or type)

FEIN:

FEIN:

Federal Identification Number

Federal Identification Number

Phone Number:

Phone Number:

Phone Number

Phone Number

By:

By:

Signature of Authorized Representative

Signature of Authorized Representative

Date:

Date:

Date

Date

Printed Name:

Printed Name:

Printed Name

Printed Name

Title:

Title:

Printed Title

Title

Address:

Address:

Company Address

Address

<p><b>PRIME CONTRACTOR</b> Signature of Representative: _____ Printed Name and Title: _____ Firm's Name: _____ Federal Identification Number: _____ Address: _____ Telephone: _____ Date: _____</p>	<p><b>SUBCONTRACTOR</b> Signature of Representative: _____ Printed Name and Title: _____ Firm's Name: _____ Federal Identification Number: _____ Address: _____ Telephone: _____ Date: _____</p>
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**D-3B**  
**MBE PRIME PROJECT PARTICIPATION CERTIFICATION**

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

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

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

**MBE Prime Contractor**

Company: \_\_\_\_\_

Company Name (please print or type)

FEIN: \_\_\_\_\_

Federal Identification Number

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

Company Address

Phone: \_\_\_\_\_

Phone

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

Printed Name

Title:

---

Title

By:

---

Signature of Authorized Representative

Date:

---

Date

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

Report #:		Contract #: R00R1600082			
Reporting Period (Month/Year):		Contracting Unit: Maryland State Department of Education			
<b>Prime Contractor: Report is due to the MBE Liaison by the 15th of the month following the month the services were provided.</b> <b>Note: Please number reports in sequence</b>		Contract Amount:			
		MBE Subcontract Amt:			
		Project Begin Date:			
		Project End Date:			
Prime Contractor:		Contact Person:			
Address:					
City:		State:		ZIP:	
Phone:		FAX:		E-mail:	
MBE Subcontractor Name:		Contact Person:			
Phone:		FAX:		E-mail:	
Subcontractor Services Provided:					
List all payments made to MBE subcontractor named above during this reporting period:			List dates and amounts of any outstanding invoices:		
	<b>Invoice #</b>	<b>Amount</b>		<b>Invoice #</b>	<b>Amount</b>
1.			1.		
2.			2.		
3.			3.		
4.			4.		
<b>Total Dollars Paid: \$</b>			<b>Total Dollars Unpaid: \$</b>		

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

Rene Williams  
 \_\_\_\_\_  
 TO Manager

200 West Baltimore Street, 10th Floor,  
 Baltimore, MD 21201

\_\_\_\_\_  
 Address

[Rene.Williams@maryland.gov](mailto:Rene.Williams@maryland.gov)

\_\_\_\_\_  
 Email

Maryland State Department of Education  
 \_\_\_\_\_  
 Contracting Unit

\_\_\_\_\_  
 City, State Zip

410-767-0140

\_\_\_\_\_  
 Phone Number

Signature (Required)

Date

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

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

Rene Williams

Maryland State Department of Education

TO Manager

Contracting Unit

200 West Baltimore Street, 10th Floor,  
Baltimore, MD 21201

City, State Zip

Address

410-767-0140

[Rene.Williams@maryland.gov](mailto:Rene.Williams@maryland.gov)

Phone Number

Email

Signature (Required)

Date

**D-5  
Minority Business Enterprise Participation  
MBE Subcontractor Paid/Unpaid Invoice Report**

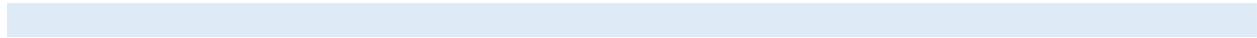
Report #:		Contract #: R00R1600082			
Reporting Period (Month/Year):		Contracting Unit: Maryland State Department of Education			
<b>Report is due by the 15th of the month following the month the services were performed.</b>		MBE Subcontract Amt:			
		Project Begin Date:			
		Project End Date:			
		Services Provided:			
MBE Subcontractor Name:					
MDOT Certification #:					
Contact Person:					
Address:					
City:		State:		ZIP:	
Phone:		FAX:		E-mail:	
<b>Subcontractor Services Provided:</b>					
<b>List all payments received from Prime Contractor during reporting period indicated above.</b>			<b>List dates and amounts of any unpaid invoices over 30 days old.</b>		
	<b>Invoice Amount</b>	<b>Date</b>		<b>Invoice Amount</b>	<b>Date</b>
1.			1.		
2.			2.		
3.			3.		
4.			4.		
<b>Total Dollars Paid: \$</b>			<b>Total Dollars Unpaid: \$</b>		
Prime Contractor:			Contract Person:		

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

Rene Williams  
\_\_\_\_\_  
TO Manager  
  
200 West Baltimore Street, 10th Floor,  
Baltimore, MD 21201  
\_\_\_\_\_  
Address  
  
[Rene.Williams@maryland.gov](mailto:Rene.Williams@maryland.gov)  
\_\_\_\_\_  
Email  
  
\_\_\_\_\_  
Signature (Required)

Maryland State Department of Education  
\_\_\_\_\_  
Contracting Unit  
  
\_\_\_\_\_  
City, State Zip  
  
410-767-0140  
\_\_\_\_\_  
Phone Number  
  
\_\_\_\_\_  
Date

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



This Solicitation does not include a MBE goal.

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

- A. This contract is subject to the Living Wage requirements under Md. Code Ann., State Finance and Procurement Article, Title 18, and the regulations proposed by the Commissioner of Labor and Industry (Commissioner). The Living Wage generally applies to a Contractor or subcontractor who performs work on a State contract for services that is valued at \$100,000 or more. An employee is subject to the Living Wage if he/she is at least 18 years old or will turn 18 during the duration of the contract; works at least 13 consecutive weeks on the State Contract and spends at least one-half of the employee's time during any work week on the State Contract.
- B. The Living Wage Law does not apply to:
- (1) A Contractor who:
    - (a) Has a State contract for services valued at less than \$100,000, or
    - (b) Employs 10 or fewer employees and has a State contract for services valued at less than \$500,000.
  - (2) A subcontractor who:
    - (a) Performs work on a State contract for services valued at less than \$100,000,
    - (b) Employs 10 or fewer employees and performs work on a State contract for services valued at less than \$500,000, or
    - (c) Performs work for a Contractor not covered by the Living Wage Law as defined in B(1)(b) above, or B (3) or C below.
  - (3) Service contracts for the following:
    - (a) Services with a Public Service Company;
    - (b) Services with a nonprofit organization;
    - (c) Services with an officer or other entity that is in the Executive Branch of the State government and is authorized by law to enter into a procurement ("Unit"); or
    - (d) Services between a Unit and a County or Baltimore City.
- C. If the Unit responsible for the State contract for services determines that application of the Living Wage would conflict with any applicable Federal program, the Living Wage does not apply to the contract or program.
- D. A Contractor must not split or subdivide a State contract for services, pay an employee through a third party, or treat an employee as an independent Contractor or assign work to employees to avoid the imposition of any of the requirements of Md. Code Ann., State Finance and Procurement Article, Title 18.
- E. Each Contractor/subcontractor, subject to the Living Wage Law, shall post in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.
- F. The Commissioner shall adjust the wage rates by the annual average increase or decrease, if any, in the Consumer Price Index for all urban consumers for the Washington/Baltimore metropolitan area, or any successor index, for the previous calendar year, not later than 90 days after the start of each fiscal year. The Commissioner shall publish any adjustments to the wage rates on the

Division of Labor and Industry's website. An employer subject to the Living Wage Law must comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.

- G. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer's share of the health insurance premium, as provided in Md. Code Ann., State Finance and Procurement Article, §18-103(c), shall not lower an employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer's share of health insurance premium shall comply with any record reporting requirements established by the Commissioner.
- H. A Contractor/subcontractor may reduce the wage rates paid under Md. Code Ann., State Finance and Procurement Article, §18-103(a), by no more than 50 cents of the hourly cost of the employer's contribution to an employee's deferred compensation plan. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer's contribution to an employee's deferred compensation plan shall not lower the employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413.
- I. Under Md. Code Ann., State Finance and Procurement Article, Title 18, if the Commissioner determines that the Contractor/subcontractor violated a provision of this title or regulations of the Commissioner, the Contractor/subcontractor shall pay restitution to each affected employee, and the State may assess liquidated damages of \$20 per day for each employee paid less than the Living Wage.
- J. Information pertaining to reporting obligations may be found by going to the Division of Labor and Industry website <http://www.dllr.state.md.us/labor/prev/livingwage.shtml> and clicking on Living Wage for State Service Contracts.

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

Contract No. R00R1600082

Name of Contractor:

Address:

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

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

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

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

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

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

Name of Authorized Representative:

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

Title:

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

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

**SUBMIT THIS AFFIDAVIT WITH PROPOSAL**

**Attachment G. Federal Funds Attachments**

A Summary of Certain Federal Fund Requirements and Restrictions

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

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

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

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

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

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

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

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

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

**G-1  
CERTIFICATION REGARDING LOBBYING**

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

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

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

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

Award No. R00R1600082	Organizational Entry
Name and Title of Official Signing for Organizational Entry	Telephone No. Of Signing Official
Signature of Above Official	Date Signed

**G-2  
DISCLOSURE OF LOBBYING ACTIVITIES**

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

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

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

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

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

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



**G-3  
CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

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

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

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

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Signature of Authorized Certifying Individual

**Attachment H. Conflict of Interest Affidavit and Disclosure**

**Reference COMAR 21.05.08.08**

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

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

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

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

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

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

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

(Authorized Representative and Affiant)

**SUBMIT THIS AFFIDAVIT WITH Bid/PROPOSAL**

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

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

**RECITALS**

**WHEREAS**, the TO Contractor has been awarded a contract (the “TO Agreement”) following the solicitation for Childcare Subside and Case Management and Payment Processing Functions – Imaging, Data Management, and Interactive Voice Response System Solicitation # R00R1600082; and

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

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

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

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

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

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

MSDE \_\_\_\_\_

By: \_\_\_\_\_  
(seal)

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

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

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

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

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

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

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



**I-3 NON-DISCLOSURE AGREEMENT**

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

I AFFIRM THAT:

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

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

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

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

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

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

**Attachment J. I-3 HIPAA Business Associate Agreement**

This solicitation does not require a HIPAA Business Associate Agreement.

**Attachment K. Mercury Affidavit**

This Solicitation does not require a Mercury Affidavit.

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

(submit with Proposal)

Pursuant to Md. Ann. Code, State Finance and Procurement Article, § 12-111, and in conjunction with the Proposal submitted in response to Solicitation No. R00R1600082, the following disclosures are hereby made:

1. At the time of Proposal submission, the Offeror and/or its proposed subcontractors:

\_\_\_ have plans

\_\_\_ have no plans

to perform any services required under the TO Agreement outside of the United States.

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

a. Location(s) services will be performed:

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

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

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

Offeror Name:

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

Name:

Title:

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

**Attachment M. Task Order**

**Child Care Scholarship Case Management and Payment Processing Functions - Imaging,  
Paperless Data Management, Interactive Voice Response System, Call Center and Provision of  
Emergency Case Management/Provider Payment  
CATS+ TORFP# R00R1600082 OF  
MASTER CONTRACT #060B2490023**

This Task Order Agreement (“TO Agreement”) is made this day of Month, 20XX by and between \_\_\_\_\_ (TO Contractor) and the STATE OF MARYLAND, Maryland State Department of Education (MSDE or the Department”).

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
  - a. “Agency” means Maryland State Department of Education, as identified in the CATS+ TORFP # R00R1600082.
  - b. “CATS+ TORFP” means the Task Order Request for Proposals # R00R1600082, dated MONTH DAY, YEAR, including any addenda and amendments.
  - c. “Master Contract” means the CATS+ Master Contract between the Maryland Department of Information Technology and TO Contractor.
  - d. “TO Procurement Officer” means Mr. Rodney Spence. The Department 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 Ms. Rene’ Williams. The Department may change the TO Manager at any time by written notice to the TO Contractor.
  - h. “TO Technical Proposal” means the TO Contractor’s technical response to the CATS+ TORFP dated date of TO Technical Proposal.
  - i. “TO Financial Proposal” means the TO Contractor’s financial response to the CATS+ TORFP dated date of TO Financial Proposal.
  - j. “TO Proposal” collectively refers to the TO Technical Proposal and TO Financial Proposal.
2. Scope of Work
  - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supersede the Master Contract.
  - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 3 of the CATS+ TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is

any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:

- The TO Agreement,
- Exhibit A – CATS+ TORFP
- Exhibit B – TO Technical Proposal
- Exhibit C – TO Financial Proposal

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

3. Time for Performance

The term of this Contract begins on the date the TO Agreement is signed by the Department following any required prior approvals, including approval by the Board of Public Works, if such approval is required (the “Effective Date”) and shall continue until \_\_\_\_\_ (“Initial Term”).

In its sole discretion, the Department shall have the unilateral right to extend the TO Agreement for two (2) one-year renewal options (each a “Renewal Term”) at the prices established in the Contract. “Term” means the Initial Term and any Renewal Term(s).

For time and materials Contracts, IDIQ Contracts, or Contracts which include either or both a time and materials or IDIQ element(s), total payments to the TO Contractor pursuant to TO Agreement for the time and materials and IDIQ portion(s) may not exceed \_\_\_\_\_ (the “NTE Amount”), which includes \_\_\_\_\_ for the Initial Term and \_\_\_\_\_ for the Renewal Term(s).

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 3 of the CATS+ TORFP, but no later than thirty (30) days after the Department’s receipt of a proper invoice for services provided by the TO Contractor, acceptance by the Department of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.

4.3 Each invoice for services rendered must include the TO Contractor’s Federal Tax Identification Number which is \_\_\_\_\_. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to the Department TO 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.

SIGNATURES ON NEXT PAGE

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: Rodney Spence, TO Procurement Officer

Date

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

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

\_\_\_\_\_

Assistant Attorney General

APPROVED BY BPW: \_\_\_\_\_

(Date)

(BPW Item #)

**Attachment N.      RESERVED**

**Attachment O.      RESERVED**

**Attachment P. Certification Regarding Investments in Iran**

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

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

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

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

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

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

**CERTIFICATION REGARDING INVESTMENTS IN IRAN**

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

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

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

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

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

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

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

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

## Appendix 1. – Abbreviations and Definitions

For purposes of this TORFP, the following abbreviations or terms have the meanings indicated below:

- A. Application Program Interface (API) - Code that allows two software programs to communicate with each other
- B. Acceptable Use Policy (AUP) - A written policy documenting constraints and practices that a user must agree to in order to access a private network or the Internet
- C. Access - The ability or the means necessary to read, write, modify, or communicate data/information or otherwise use any information system resource
- D. Business Day(s) – The official working days of the week to include Monday through Friday. Official working days excluding State Holidays (see definition of “Normal State Business Hours” below).
- E. Child Care Administrative Data Analysis (CCADA) Grants - These grants, provided by the U.S. Department of Health & Human Services, fund research and evaluation activities that primarily involve the analysis of child care administrative data.
- F. Childcare Administration and Tracking System (CCATS) - a statewide database application system that provides services to three business functions within the Office of Child Care, Credentialing, Licensing and the Purchase of Care Program (POC).
- G. Child Care Scholarship (CCS) Program – The program administered by the Division of Early Childhood Education to support low-income families with adorable childcare.
- H. COMAR – Code of Maryland Regulations available on-line at <http://www.dsd.state.md.us/COMAR/ComarHome.html>.
- I. Comprehensive Program Review System (CPRS) – a system used by MSDE to monitor and review the POC program.
- J. Commercial off the shelf (COTS) Upgrades – pertains to COTS hardware/software procured as part of the overall Solution. Any upgrades should comply with available manufacturer support for COTS hardware.
- K. Data Breach – The unauthorized acquisition, use, modification or disclosure of State data, or other Sensitive Data
- L. Effective Date - The date of mutual TO Agreement execution by the parties
- M. Enterprise License Agreement (ELA) – An agreement to license the entire population of an entity (employees, on-site contractors, off-site contractors) accessing a software or service for a specified period of time for a specified value.
- N. EXCELS (Excellence Counts in Early Learning and School Age Care) - A set of program standards for the design of a revised Tiered Quality Rating and Improvement System for childcare providers in Maryland.
- O. Information System – A discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.
- P. Information Technology (IT) – All electronic information-processing hardware and software, including: (a) maintenance; (b) telecommunications; and (c) associated consulting services

- Q. Key Personnel – All TO Contractor Personnel identified in the solicitation as such that are essential to the work being performed under the Task Order. See TORFP **Section 3.10**.
- R. 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.
- S. Maryland State Department of Education or (MSDE or the “Department”).
- T. Minority Business Enterprise (MBE) – Any legal entity certified as defined at COMAR 21.01.02.01B (54) which is certified by the Maryland Department of Transportation under COMAR 21.11.03.
- U. My DHS – web portal to apply for multiple services offered by the Department of Human Resources such as the Food Supplement Program (FSP) and other Family Investment Administration Programs. This system replaced SAIL in 2015.
- V. Normal State Business Hours - Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except State Holidays, which can be found at: [www.dbm.maryland.gov](http://www.dbm.maryland.gov) – keyword: State Holidays.
- W. Notice to Proceed (NTP) – A written notice from the TO Procurement Officer that work under the Task Order, project or Work Order (as applicable) is to begin as of a specified date. The NTP Date is the start date of work under the Task Order, project or Work Order. Additional NTPs may be issued by either the TO Procurement Officer or the TO Manager regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.
- X. NTP Date – The date specified in a NTP for work on Task Order, project or Work Order to begin.
- Y. Offeror – A Master Contractor that submits a Proposal in response to this TORFP.
- Z. Personally Identifiable Information (PII) – Any information about an individual maintained by the State, including (1) any information that can be used to distinguish or trace an individual identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.
- AA. Protected Health Information (PHI) – Information that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (i) that identifies the individual; or (ii) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- BB. Security Incident – A violation or imminent threat of violation of computer security policies, Security Measures, acceptable use policies, or standard security practices. “Imminent threat of violation” is a situation in which the organization has a factual basis for believing that a specific incident is about to occur.
- CC. Security or Security Measures – The technology, policy and procedures that a) protects and b) controls access to networks, systems, and data
- DD. Sensitive Data - Means PII;PHI; other proprietary or confidential data as defined by the State, including but not limited to “personal information” under Md. Code Ann., Commercial Law § 14-3501(d) and Md. Code Ann., St. Govt. § 10-1301(c) and

information not subject to disclosure under the Public Information Act, Title 4 of the General Provisions Article; and .information about an individual that (1) can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; (2) is linked or linkable to an individual, such as medical, educational, financial, and employment information

- EE. Service Level Agreement (SLA) - Commitment by the TO Contractor to the Department that defines the performance standards the TO Contractor is obligated to meet.
- FF. SLA Activation Date - The date on which SLA charges commence under this Task Order, which may include, but to, the date of (a) completion of Transition in, (b) a delivery, or (c) releases of work
- GG. Software - The object code version of computer programs licensed pursuant to this TO Agreement. Embedded code, firmware, internal code, microcode, and any other term referring to software that is necessary for proper operation is included in this definition of Software. Software includes all prior, current, and future versions of the Software and all maintenance updates and error corrections. Software also includes any upgrades, updates, bug fixes or modified versions or backup copies of the Software licensed to the State by TO Contractor or an authorized distributor.
- HH. Software as a Service (SaaS) - A software licensing and delivery model in which software is licensed on a subscription basis and is centrally hosted. For the purposes of this TORFP, the terms SaaS and PaaS are considered synonymous and the term SaaS will be used throughout this document
- II. Solution - All Software, deliverables, services and activities necessary to fully provide and support the TORFP scope of work. This definition of Solution includes all System Documentation developed as a result of this TO Agreement. Also included are all Upgrades, patches, break/fix activities, enhancements and general maintenance and support of the Solution and its infrastructure.
- JJ. State – The State of Maryland.
- KK. Source Code – Executable instructions for Software in its high level, human readable form which are in turn interpreted, parsed and/or compiled to be executed as part of a computing system.
- LL. System Availability – The period of time the Solution works as required excluding non-operational periods associated with planned maintenance.
- MM. System Documentation – Those materials necessary to wholly reproduce and fully operate the most current deployed version of the Solution in a manner equivalent to the original Solution including, but not limited to:
  - 1) 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 Task Order.
  - 2) All associated rules, reports, forms, templates, scripts, data dictionaries and database functionality.
  - 3) All associated configuration file details needed to duplicate the run time environment as deployed in the current deployed version of the system.

- 4) All associated design details, flow charts, algorithms, processes, formulas, pseudo-code, procedures, instructions, help files, programmer's notes and other documentation.
  - 5) 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).
  - 6) All associated user instructions and/or training materials for business users and technical staff, including maintenance manuals, administrative guides and user how-to guides.
  - 7) Operating procedures
- NN. Task Order (TO) – The scope of work described in this TORFP.
- OO. TO Agreement - The contract awarded to the successful Offeror pursuant to this Task Order Request for Proposals, the form of which is attached to this TORFP as **Attachment M**.
- PP. TO Contractor Personnel - Employees and agents and subcontractor employees and agents performing work at the direction of the TO Contractor under the terms of the Task Order awarded from this TORFP.
- QQ. TO Proposal – As appropriate, either or both of an Offeror's TO Technical or TO Financial Proposal.
- RR. Technical Safeguards – The technology and the policy and procedures for its use that protect State Data and control access to it.
- SS. Temporary Cash Assistance (TCA) - provides cash assistance to families with dependent children when available resources do not fully address the family's needs and while preparing program participants for independence through work.
- TT. Third Party Software – Software and supporting documentation that:
- 8) are owned by a third party, not by the State, the TO Contractor, or a subcontractor,
  - 9) are included in, or necessary or helpful to the operation, maintenance, support or modification of the Solution; and
  - 10) were specifically identified and listed as Third Party Software in the Proposal.
- UU. Total Proposal Price - The Offeror's total proposed price for services in response to this solicitation, included in the TO Financial Proposal with **Attachment B** – TO Financial Proposal Form, and used in the financial evaluation of Proposals (see **TORFP Section 5.5**).
- VV. Upgrade - A new release of any component of the Solution containing major new features, functionality and/or performance improvements.
- WW. Veteran-owned Small Business Enterprise (VSBE) – A business that is verified by the Center for Verification and Evaluation (CVE) of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13.
- XX. Work Order - A subset of work authorized by the TO Manager performed under the general scope of this TORFP, which is defined in advance of TO Contractor fulfillment, and which may not require a TO Agreement modification. Except as otherwise provided, any reference to the Task Order shall be deemed to include reference to a Work Order.



**Appendix 2. – Offeror Information Sheet**

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

**Appendix 3. 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 Maryland State Department of Education with a summary of the security clearance results for all of the candidates that will be working on Task Order MICROSOFT DYNAMICS SL SOFTWARE TECHNICAL AND USER SUPPORT R00R1600082 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

## Appendix 4. Labor Classification Personnel Resume Summary

### INSTRUCTIONS:

1. For each person proposed, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements.  
  
For example: If you propose John Smith, who is your subcontractor, and you believe he meets the requirements of the Group Facilitator, you will complete the top section of the form by entering John Smith's name and the subcontractor's company name. You will then complete the right side of the Group Facilitator form documenting how the individual meets each of the requirements. Where there is a time requirement such as three months experience, you must provide the dates from and to showing an amount of time that equals or exceeds mandatory time requirement; in this case, three months.
2. Additional information may be attached to each Labor Category Personnel Resume Summary that may assist a full and complete understanding of the individual being proposed.
3. For this TORFP,
  - A. Master Contractors shall comply with all personnel requirements defined under the Master Contract RFP 060B2490023.
  - B. Master Contractors shall propose the resource that best fits the specified CATS+ Labor Category. A Master Contractor may only propose against labor categories in the Master Contractor's CATS+ Master Contract Financial Proposal.
  - C. A Master Contractor's entire TO Technical Proposal will be deemed not susceptible for award if any of the following occurs:
    - 1) Failure to follow these instructions.
    - 2) Failure to propose a resource for each job title or labor category identified in the TORFP as a required submission.
    - 3) Failure of any proposed resource to meet minimum requirements as listed in this TORFP and in the CATS+ Master Contract.
    - 4) Placing content on the **Minimum Qualifications Summary** that is not also on the **Personnel Resume Summary**. *The function of the **Minimum Qualifications Summary** is to aid the agency to make a minimum qualification determination. Information on the **Minimum Qualification Summary** must correspond with information on the **Personnel Resume Summary** and shall not contain additional content not found on the other form.*
4. Complete and sign the **Minimum Qualifications Summary (Appendix 4A)** and the **Personnel Resume Form (Appendix 4B)** for each resource proposed. Alternate resume formats are not allowed.
  - a. The **Minimum Qualifications Summary** demonstrates the proposed resource meets minimum qualifications for the labor category, as defined in the CATS+ RFP Section 2.10, and any additional minimum requirements stated in this TORFP. For each minimum qualification, indicate the location on the **Personnel Resume Form (Appendix 4B)** demonstrating meeting this requirement.  
  
Only include the experience relevant to meeting a particular minimum qualification. Every skill must be linked to specific work experience and/or education. The **Minimum**

**Qualification Summary** shall not contain content that cannot be correlated to the **Personnel Resume Summary**.

Every experience listed on the **Minimum Qualifications Resume Summary** must be explicitly listed with start and stop dates. Where there is a time requirement such as three months' experience, you must provide the dates from and to showing an amount of time that equals or exceeds the mandatory time requirement; in this case, three months. Note: Overlapping time periods shall only count once against a specific minimum qualification (i.e., a minimum qualification may not be met by listing two examples occurring during the same time period.).

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

**4A MINIMUM QUALIFICATIONS SUMMARY**

CATS+ TORFP # R00R1600082

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

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

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

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

**Master Contractor  
Representative:**

**Proposed Individual:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**4B. Labor Classification Personnel Resume Summary**

TORFP # R00R1600082

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

Candidate Name:

TO Contractor: (Offeror Company Name)

**Education / Training**

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

**Relevant Work Experience**

Describe work experience relevant to the Duties / Responsibilities and Minimum Qualifications described in the TORFP. Starts with the most recent experience first; do not include non-relevant experience.

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

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

<add lines as needed>

**Employment History**

List employment history, starting with the most recent employment first

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

Personnel Resume Summary (Continued)

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

**References**

List persons the State may contact as employment references

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

Proposed Individual's Name/Company Name:	How does the proposed individual meet each requirement?
<b>LABOR CATEGORY TITLE:</b>	<i>Offeror to Enter the Labor Category Name</i>
Requirement (See Section 3.10)	Candidate Relevant Experience *
Education: [Insert the education description from Section <<x.x>>for the applicable labor category]	Education:
Experience: [Insert the experience description from Section <<x.x>>for the applicable labor category]	Experience:
Duties: [Insert the duties description from Section <<x.x>>for the applicable labor category]	Duties:

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

TO Contractor Representative:

Proposed Individual:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Sign each Form**

## Appendix 5. Informal Provider Procedures

- A. Effective August 1, 2017, Maryland's Informal Provider Process has been modified based upon the 2016 CCDF Rule. An overview of the changes is as follows:
1. The Health and Safety Checklist Form has been revised (Revision date: July 1, 2017). All other Health and Safety forms are obsolete. Contractors must use the most current revision;
  2. Degree of relatedness is defined;
  3. Proof of relatedness shall be requested before scholarships are issued at subsequent redeterminations and at initial determinations;
  4. Proof of relatedness shall be documented within the parent's case record;
  5. Non-relative informal care is limited to the child's home;
  6. The home in which non-relative care is provided must be inspected and the non-relative child care provider must successfully pass a Health and Safety training at 75% or greater;
  7. TORFP Contractor will deny Informal Provider Application Packets that failed to complete the informal provider approval. and
  8. Informal providers submit all documentation required to complete the Informal Provider Application process n later than 30 days of the parent submitting the CCS application. TORFP Contractor will advise the customer to select a formal provider, if child care placement is needed prior to the selection of an informal provider.
  9. TORFP Contractor will update processes based upon federal and State regulations and programmatic changes.
- B. The following changes are effective at subsequent Informal Provider Renewals, at the submission of an initial Informal Provider Application Packet, and at the parent's request to change care category to a Relative or Non-relative Child Care:
1. Establish Eligibility.

“Relative” means a person related to a child by blood, marriage or adoption. Relatives eligible to receive CCS payment as Relative Provider are:

    - a. Great-grandparents;
    - b. Grandparents;
    - c. Aunts;
    - d. Uncles; or
    - e. Older sibling of the child who is:
      - i. At minimum age 18; and
      - ii. Not included in the parent's household count that is applying for CCS services.

“Non-Relative” means not related by blood, marriage or adoption and for the purpose of CCS payment the following relationships that are not eligible for CCS payment:

- a. Cousins;
- b. Great-aunts;
- c. Great-uncles;
- d. Great-great grandparents;
- e. Siblings 17 and younger; or
- f. Older siblings included in the household count of the CCS applicant or customer;

2. Establish Relatedness of Child to the Provider.

- a. TORFP Contractor requires proof of relationship between the child and the relative, if the parent elects to use relative care in the relative’s home. Verifications used to determine degree of relationship includes:
  - i. Birth certificates;
  - ii. Marriage licenses; or
  - iii. Other state or government issued documents that establish the degree of relationships approved for CCS payment.
- b. The TORFP Contractor shall request proof of relationship of all informal providers upon notification that the parent wants to use informal care at subsequent redeterminations where the case record does not contain sufficient documentation to establish degree or relatedness.
- c. Parent must submit proof of relationship within 30 days of CCS application submission or prior to the redetermination expiration deadline.

3. Establish Residency of the Informal Provider to the Provider.

TORFP Contractor requires proof of residency for all informal providers, whether the parent elects to use relative care or non-relative care. Proof of residency includes:

- a. Driver’s license or other government or state issued ID with the current address of the informal provider;
- b. Cover page with contact information, Address page and signature page of a Mortgage;
- c. Cover page with contact information, Address page and signature page of a Lease; or
- d. Current utility bill in the informal provider’s name.

TORFP Contractor shall request proof of residency of all informal providers upon notification that the parent wants to use informal care or at subsequent redeterminations

where the case record does not contain sufficient documentation to establish degree or relatedness.

- a. Parent must submit proof of residency within 30 days of CCS application submission. TORFP Contractor requires proof of residency for all informal providers, whether the parent elects to use relative care or non-relative care.

4. Establish Completion of Child Protective Services Review.

TORFP Contractor requires relative and non-relative child care providers and each resident of the home who is 18 years or older and any adult who is regularly present in the informal provider's home when the child is in care to:

- a. Complete a signed, dated, and notarized consent form that authorizes the CCS Branch to conduct a review of child abuse and neglect records and submit to the contract;
- b. Complete a yearly CPS review; and
- c. Complete the submission of documentation to be approved or denied as an informal provider by the CCS Branch within 30 days of the parent submitting the application for CCS services.

5. Establish Completion of the Criminal Background Check.

Non- Relative and Relative Care providers are required to complete CBC, which involves:

- a. An informal child care provider and each individual 18 years old or older who is a resident in the home shall apply for a fingerprint-supported State and federal criminal background check;
- b. Local Department of Social Services (TCA cases) or TORFP Contractor (for non-TCA cases) shall request the provider and any adult over the age of 18 who is a resident in the providers home to complete a Criminal Background Check; and
- c. Provider must complete the process within 20 days of CCS application submission.

6. Establish Health and Safety of Care Environment.

- a. Non- relative care providers are required to provide care in the child's home. The home is subject to an initial home inspection prior to approval and an annual unannounced monitoring visits. Home must successfully pass the inspection before non-relative informal care is approved within the child's home.

7. Establish Completion of Health and Safety Training.

- a. Non- Relative providers are required to complete a Basic Health and Safety Training with a 75% completion rate prior to approval.

8. Health and Safety Checklist

Non- Relative and Relative Care are required to complete Health and Safety Checklist yearly, which involves:

- a. Local Department of Social Services (TCA cases) or TORFP Contractor (for non-TCA cases shall request proof customer to complete the Health and Safety Checklist for all informal providers upon notification that the parent wants to use informal care and at each subsequent redetermination; and
- b. Parent must submit the documentation within 30 days of CCS application submission.

**C. Informal Provider Eligibility Requirements**

**1. Relative Care Eligibility Requirements.**

TORFP Contractor has the right to deny any provider when the Health and Safety of the child is questionable. Each approved provider shall meet the following minimum eligibility requirements:

- a. Relative providers will need to complete the Health and Safety Checklist yearly;
- b. Relative Care requires proof of relationship between the provider and child;
- c. The provider; and each resident of the home who is 18 years old or older shall apply for a fingerprint- supported State and federal Criminal Background Check (CBC);
- d. The provider; and each resident of the home who is 18 years old or older shall submit to the TORFP Contractor a signed, dated, and notarized consent form that authorizes the CCS Branch to conduct a review of child abuse and neglect records;
- e. Must obtain a cleared CBC and CPS record review.
- f. The provider and any adult who is regularly present in the informal provider's home when my child is in care must sign a release of information form consenting to a review and evaluation of child abuse or neglect records concerning them;
- g. An informal child care provider and each individual 18 years old or older who is a resident in the home shall apply for a fingerprint-supported State and federal criminal background check; and
- h. TORFP Contractor has the right to deny any provider when the Health and Safety of the child is questionable.
- i. Must complete an Emergency Preparedness Plan

**2. Non- Relative Care Eligibility Requirements.**

TORFP Contractor has the right to deny any provider when the Health and Safety of the child is questionable. Each approved provider shall meet the following minimum eligibility requirements:

- a. Non-Relative shall only be provided in the child's home and can only be provided by an approved:
  - i. Relative; or
  - ii. Non-relative as defined as follows:
    1. Cousins;
    2. Great-grand parents;

3. Great-Aunts or Great-Uncles; or
  4. Any other degree of relationship not approved or recognized for CCS payment as a relative provider.
- b. Non-Relative providers will have to complete the Basic Health and Safety Training with a 75% completion rate before approval;
  - c. Non-Relative providers will need to complete the Health and Safety Checklist yearly;
  - d. The child's home has to be inspected and approved by an TORFP Contractor monitor and the informal provider and children have to be present during the inspection;
  - e. The provider and each resident of the home who is 18 years old or older shall apply for a fingerprint-supported State and federal Criminal Background Check (CBC);
  - f. The provider and each resident of the home who is 18 years old or older shall submit to the contractor a signed, dated, and notarized consent form that authorizes the CCS Branch to conduct a review of child abuse and neglect records;
  - g. Must obtain a cleared CBC and CPS record review.
  - h. The provider and any adult who is regularly present in the informal provider's home when my child is in care must sign a release of information form consenting to a review and evaluation of their child abuse or neglect records; and
  - i. An informal child care provider and each individual 18 years old or older who is a resident in the home shall apply for a fingerprint-supported State and federal criminal background check.
3. Denial of Informal Provider Selection.
- TORFP Contractor has the right to deny any provider when the Health and Safety of the child is questionable and for failure to complete the following actions:
- a. Without the documentation and the completion of any of the above requirements, TORFP Contractor will not be able to make a determination if the informal provider can be approved; and
  - b. If after 30 days from the initial request of the parent to use informal care, the provider has not completed the informal provider application process, the informal provider's application will be denied. The parent may select another child care category until the provider completes the informal provider approval process.

**Appendix 6. Sample Overpayment Notification Letters**

<Date>

RE: CCS Overpayment 1st Request to Provider

<Child Care Provider Name>

<Child Care Provider Address>

Dear <Child Care Provider Name>:

According to our records, the Child Care Subsidy case for <Child's Name>, was overpaid in the amount of \$96.76. The overpayment has occurred due to one or more of the following errors:

Agency Error

Provider Error

Other \_\_\_\_\_

Attached are copies of the invoices you submitted from \_\_\_\_\_ to \_\_\_\_\_.

This is the period in which the overpayment occurred. Please call 1-866-243-8796 or write to MDCCSPP, PO Box 1644, Baltimore, MD, 21297 by <Deadline Date> which is 30 days from the date of this letter, in order to discuss this matter and to make payment arrangements.

Sincerely,  
Amber Green  
Child Care Subsidy Program

<Date>

RE: CCS Overpayment 2nd Request to Provider

<Child Care Provider Name>

<Child Care Provider Address>

Dear <Child Care Provider Name>:

On 7/16/2019 our office notified you of an overpayment in the amount of \$96.76. We requested that you contact our office. We have not been contacted by you, nor have we received payment from you.

Please call 1-866-243-8796 or write MDCCSPP, PO Box 1644, Baltimore, MD, 21297 by <Deadline Date>, which is 30 days from the date of this letter, to make arrangements for payment.

Sincerely,  
Mellony Bailey  
Child Care Subsidy Program

<Date>

RE: Overpayment 3rd Request to Provider

<Child Care Provider>

<Child Care Provider Address>

Dear < Child Care Provider>:

Twice we have written to you reminding you of your outstanding debt of <\$amount> for an overpayment, for the CCS Program. We have yet to hear from you.

If payment is not received, or you do not contact this office at 1-866-243-8796 or at MDCCSPP, PO Box 1644, Baltimore, MD, 21297 within 30 days to make payment arrangements, your account will be forwarded to the Central Collection Unit, which is the agency that collects money owed to the State of Maryland and charges a significant service fee in addition to what you already owe.

Sincerely,  
Mellony Bailey  
Child Care Subsidy Program