

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



**STATE DEPARTMENT OF ASSESSMENTS & TAXATION (SDAT)
SOLICITATION NUMBER E50B8400016
ELECTRONIC OUTPUT DOCUMENT MANAGEMENT SYSTEM**

ISSUE DATE: APRIL 13, 2018

STATE DEPARTMENT OF ASSESSMENTS & TAXATION (SDAT)

KEY INFORMATION SUMMARY SHEET

Solicitation Title:	ELECTRONIC OUTPUT DOCUMENT MANAGEMENT SYSTEM
Solicitation Number (TORFP#):	E50B8400016
Functional Area:	Functional Area 3 Electronic Document Management
TORFP Issue Date:	April 13, 2018
TORFP Issuing Office:	State Department of Assessments & Taxation (SDAT or the "Department")
Department Location:	Baltimore City
TO Procurement Officer: e-mail: Office Phone:	Tara Gray 301 West Preston Street, Room 808, Baltimore, MD 21201 tara.gray@maryland.gov 410.767.1194
TO Manager: e-mail: Office Phone:	Christina Trotta 301 West Preston Street, Room 808, Baltimore, MD 21201 christina.trotta1@maryland.gov 410.767.3075
TO Proposals are to be sent to:	SDAT c/o Tara Gray 301 West Preston Street, Room 808 Baltimore, MD 21201 Attention: Tara Gray
TO Pre-proposal Conference:	Tuesday, April 24, 2018 @ 10:30 AM, Eastern Standard Time 300 West Preston Street - Auditorium, Baltimore Maryland 21201 See Attachment A for directions and instructions.
TO Proposals Due (Closing) Date and Time:	Monday, May 14, 2018 @ 3:00 PM, Eastern Standard Time TO Contractors are reminded that a completed Feedback Form is requested if a no-bid decision is made (see Section 5).
MBE Subcontracting Goal:	15%
VSBE Subcontracting Goal:	5%
Task Order Type:	Indefinite Quantity with Firm Fixed Prices. Future Work Orders may be Time & Materials and Fixed Price.
Task Order Duration:	Three (3) year base period with two (2) one-year option periods, commencing from the Effective Date.
Primary Place of Performance:	At the TO Contractor's Location.
SBR Designation:	No
Federal Funding:	No
Questions Due Date and Time	Tuesday, May 1, 2018 @ 3:00 PM, Eastern Standard Time

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1 Minimum Qualifications

To be considered reasonably susceptible of being selected for award, the TO Contractor must provide proof with its TO Technical Proposal that the following Minimum Qualifications have been met:

The TO Contractor shall demonstrate it possesses expertise in-house or has subcontracted with other firms for providing high volume document output and mailing to include online and batch jobs; support for local document printing and software for forms design and revisions. TO Contractors must provide a minimum of two (2) references that support the TO Contractor's or TO Contractor's subcontractor's required experience.

TO Contractor Personnel Minimum Qualifications

The Key Personnel proposed under this TORFP and any proposed personnel in response to a Work Order must meet the identified labor category description as described in **CATS + RFP Section 2.10** (<http://doit.maryland.gov/contracts/Documents/CATSPplus2016/060B2490023-2016CATSPplus2016RFP.pdf>).

1.1.1 Subject Matter Expert

Must have minimum of one (1) year of experience in proposed cloud-based document management software to include document tracking and verification services.

Have a minimum of one year of forms design, creation, and implementation.

Have a Bachelor's degree from an accredited college or university with major in Computer Science, Information Systems or Business Management.

1.2.1 Project Manager

Must have a minimum of at least five (5) years of experience in managing IT related projects.

Must demonstrate a leadership role in at least three successful projects that were delivered on time and on budget.

Meets the identified labor category description as described in **CATS + RFP Section 2.10** (<http://doit.maryland.gov/contracts/Documents/CATSPplus2016/060B2490023-2016CATSPplus2016RFP.pdf>).

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2 TO Contractor Requirements: Scope of Work

2.1 Summary Statement

The State Department of Assessments & Taxation (SDAT or the "Department") is issuing this CATS+ TORFP to select one (1) TO Contractor to provide on-going electronic output management services to include:

- (1) TO Contractor provided cloud or web-based platform to allow data from SDAT's IT Systems to be "merged" or "wrapped" into form template developed for SDAT's business processes creating a PDF document that may be printed to any printer within SDAT's network and TO Contractor's facility.
- (2) off-site (TO Contractor provided) print and mailing facility to process high volume printing and mailing of various letters, forms, certificates and correspondence generated by SDAT's various business processes;
- (3) forms software support and maintenance;
- (4) forms design and consultant services; and
- (5) Instructor-led training of IT staff to modify forms and design new forms using vendor's software platform, create new print queues, assign backup queues, etc.

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.

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 TO Contractor awarded this Task Order may not be eligible to compete if such activity constitutes assisting in the drafting of specifications, requirement, or design thereof.

A Task Order award does not assure a TO Contractor that it will receive all State business under the Task Order.

2.2 Background and Purpose

Established in 1959, SDAT was assigned the administrative functions formerly given to the State Tax Commission. The Department has broad responsibilities include: (1) assessing all real property in the State, (2) supervising the real and personal property tax structure of the State, (3) creating and maintaining State records that establish corporations and other business entities, (4) administering programs for State property tax exemptions and credits, and (5) publishing statistics and reports.

The Maryland Business Entity System (MBES) is the CICS/DB2 mainframe data system that serves the needs of business and financial institutions in the State of Maryland by providing a multitude of business registration and filing services to include required forms, certificates, letters and documents. The Tax Credit System is a CICS/DB2 mainframe data system utilized by the Tax Credits business unit to process tax credit applications. This system generates forms, letters and documents. The Assessment Administration Valuation System (AAVS) for Real Property SQL data system serves the needs of taxpayers on a statewide basis and generates Real Property assessment notices, questionnaires, hearing notices, appeals and tax credit notices.

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2.2.1 Project Goals

- A. Eliminate the need of vendor specific printers.
- B. Eliminate on-site print and mailing services.
- C. Take advantage of modernized forms management and design capabilities.
- D. Reduce costs.

2.2.2 Current Electronic Output Document Management System:

- A. Print Center housed at SDAT.
- B. SDAT leases mail and print center equipment.
- C. Solution only prints to a limited number of vendor specific hardware.
- D. Hard to make changes to form templates and/or requires vendor to make changes.
- E. May only print to one of 12 agency owned/leased printers.
- F. Print queues are assigned to each printer. If that print queue is down, there is a backup print queue assigned that will automatically initiate printing.
- G. Interfaces with SDAT's AAVS, MBES and Tax Credits Systems.

2.2.3 Current services provided by Current Provider:

- A. Print remotely from the Annapolis Data Center that houses MBES and Tax Credits Systems to designated printers;
- B. Print locally from SDAT networks;
- C. Maintain MBES, Real Property and Tax Credit electronic forms;
- D. Provides system software licenses and management;
- E. Provides forms design and development support;
- F. Provides operational support of SDAT in-house print center.

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2.2.4 Current Processing Volumes

Refer to Attachment O.1 and O.2

2.2.5 Narrative Detail of Current Printing System Environment

Data to print jobs is currently processed in one of two ways (data streams) utilizing forms/queue management software (Nearstar Data Server Listener, and Elixir/Vitesse Build Software).

SDAT currently has the ability to put a particular queue into a “held” state which stops all printing to the particular device. This is necessary in order to control the jobs at each queue and mitigate the risk that the queue may become backed up which, if left unchecked, could potentially bring down the Annapolis Data Center (ADC). **Note: New solution must offer similar feature.**

SDAT also currently has the ability to set certain jobs as priorities allowing them to flush through the queues ahead of other less important jobs. SDAT can move or redirect print jobs to other queues through the existing listening software. All of the printing functions are performed at the administrator level with only a select group of SDAT staff having these capabilities. **Note: New solution should offer similar feature.**

All printers are assigned a primary print queue and a backup print queue. The backup print queue automatically prints if the primary print queue is down. **NOTE:** New solution should offer similar features.

Both data stream methods are detailed below:

A. **For Documents printed locally at SDAT:**

Data—American Standard Code for Information Interchange (ASCII) and Extended Binary Coded Decimal Interchange Code (EBCDIC – IBM)—comes to SDAT from the ADC. ADC Mainframe is an IBM z890 Enterprise Server model 2086-A04 mainframe system running the IBM Z/OS operating system located at the ADC. The data passes, via IP from the Network Maryland Fiber Backbone, to the NearStar server on the SDAT network. When the data is processed through the server, the appropriate environment and forms information as defined in Elixir/Vitesse are wrapped around the data. At that point, data is sent to a specified queue as specified by the individual user refer to **Attachment P** for list of printers with assigned “T” numbers located throughout SDAT. The specified queue number determines whether the print job is sent to an SDAT local printer or to the remote printer located in the SDAT Print Center. These specified queue numbers are assigned by the ADC and configured by SDAT programming staff via the ADC VPS System. These specified queue numbers are configured in NearStar with the specified configuration parameters by the current TO Contractor. **Note: SDAT would prefer that new solution allow use of same “T” numbers.**

To further explain, below is an example of the process of printing locally at SDAT: If a clerk/keyer is working on keying data to generate Personal Property Notices (SDAT Form Name ~PPNOTE), he/she would key the data into the MBES using a series of internal screens. One of the screens would contain a field for the particular printer where the keyer wishes to send the notice for printing. Typically, the default for this type of work would be the Print Center queue (T892). During the entry of certain data into MBES, the employee does not override the default. Once all the necessary data for any given notice was completely entered, the job is sent to the Print Center for printing. However, if the notice is to be printed at the Xerox Printer closest to the employee’s

physical location, the employee will override the default printer and instead enter a different "T" number to have the notice printed at the alternate queue.

In reference to the concept of "wrapping" the information around the data, the form name appears as the first line item in the actual data file for each form - in this example, PPNOTE. This form name is a "trigger" to NearStar for the type of letter that will be printed. Below is an excerpt from a PPNOTE data file:

```
$XLP ENV=PPNOTE  
$XLP VAL=(DOCID,'0007602135');  
DOCID0~0007602135  
NOTDTE~05/11/2012  
FLNGYR~07/01/2011  
DEPTID~F00000000  
REMK01~REMARK LINE 1  
REMK02~REMARK LINE 2  
REMK03~REMARK LINE 3  
ADDR01~MAILING ADDRESS LINE 1  
ADDR02~MAILING ADDRESS LINE 2  
ADDR03~MAILING ADDRESS LINE 3  
ADDR04~MAILING ADDRESS LINE 4  
ADDR05~MAILING ADDRESS LINE 5
```

When NearStar performs data analysis on each data file and sees the form name, the necessary resources are then joined with the data file to create the finished product. This process is an automated function of NearStar software.

B. For Documents Printed Both On-Line and Batch at the SDAT Print Center

Data comes from the mainframe, passes through Network Maryland Fiber backbone to the NearStar Server. The environment and forms as defined in Elixir/Vitesse are wrapped with the environment and forms information around the data and then passed through the Sun Controller to the Xerox X700 ColorPress host document output system.

The following is an example of the process of printing either on-line or batch jobs: Data files are created internally by SDAT via the ADC (for MBES) or via Assessment Administration Valuation System (AAVS) for Real Property. These files are then transmitted via file transfer protocol (ftp) to the NearStar server. The above process then plays out with the only difference being that the data file contains more than one record and produces multiple notices/letters.

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2.2.6 Interfaces

- A. Annapolis Data Center (MBES and Tax Credits Systems)
- B. Assessment Administration Valuation System (AAVS)

2.2.7 Existing Firewall Rules

- A. Source (NearStar Server) to Designated Printers via applications: hp-jetdirect, lpd, ms-ds-smb, portmapper, postscript-pdl, rpc, snmp-base, and snmpv1
- B. Source AAVSDB Server to NearStar Server via Service SFTP
- C. ADC to NearStar Server via application icmp, lpd, ftp and ssl

2.2.8 Existing Reporting

- A. Reports are sent to SDAT monthly to show the total number of forms printed. This report is broken down by unit and form type.

2.2.9 State Staff and Roles

In addition to the TO Procurement Officer and TO Manager, the State will provide:

- A. TO State Program Manager

The State will provide a TO State Program Manager who will serve as the single point of contact for the State regarding day-to-day operations of the Electronic Output Document Management System.

2.2.10 Other State Responsibilities

- A. The State will provide subject matter expert(s) regarding SDAT's systems and forms.

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 such additional assistance and services as is specifically set forth.

SDAT will provide all local printers for SDAT employees located at SDAT. SDAT currently uses Xerox Phaser printers, but plans to replace with RICOH Multi-functional devices.

2.3 Responsibilities and Tasks

- A. The TO Contractor shall develop, coordinate and implement a solution to allow local, online and batch printing that interfaces with existing Annapolis Data Center mainframe system and AAVS System.
- B. The TO Contractor shall provide a solution for electronic output document management that prints forms and documents in PDF format to any SDAT printer and TO Contractor printer.
- C. The TO Contractor shall implement solution for forms and document management that allows authorized SDAT personnel to revise existing forms and create new forms.
- D. The TO Contractor shall convert and/or recreate all 111 of the existing SDAT forms/projects into the proposed system. (See Attachment Q.2 for list of existing SDAT forms/projects.)
- E. The TO Contractor shall provide off-site high-volume printing and mailing services as required by SDAT for all documents printed at the TO Contractor's facility.
- F. The TO Contractor shall provide a draft Project Schedule describing the activities for the TO Contractor, the State, and any third parties for fully transitioning to the Contractor's Solution
- G. New Solution shall allow SDAT staff to put a particular queue into a "held" state which stops all printing to the particular device. This is necessary in order to control the jobs at each queue and mitigate the risk that the queue may become backed up which, if left unchecked, could potentially

bring down the Annapolis Data Center (ADC). Only a select group of SDAT staff will have these capabilities.

- H. SDAT prefers the use of the same “T” numbers. (See Section 2.2.5 A).
- I. New Solution shall allow SDAT staff the ability to set certain jobs as priorities allowing them to flush through the queues ahead of other less important jobs. Only a select group of SDAT staff will have these capabilities
- J. The TO Contractor shall implement a solution for postage and mailing forms and documents printed at the TO Contractor’s facility.
- K. The TO Contractor shall provide all necessary supplies to implement this solution at the TO Contractor’s facility, to include envelopes with two (2) windows.
 - 1. Window in lower front right that allows for display of name and address of recipient.
 - 2. Window in upper left corner that allows for display of the return address. The return address for all mailings shall be: 301 W Preston St Room 808 Baltimore, MD 21201
- L. The TO Contractor shall be responsible for mailing documents on the same day documents are printed.
- M. The TO Contractor shall provide production, test and/or training environments.
- N. The TO Contractor shall provide a disaster recovery schedule and plan that meets the requirements in **Section 2.3.4.2.**
- O. The TO Contractor shall provide current software licenses, operations and maintenance support for solution.
- P. The TO Contractor shall provide all necessary equipment and software to implement this solution at their facility.

2.3.1 TO Contractor-Supplied Hardware, Software, and Materials

- A. By responding to this TORFP and accepting a Task Order award, the TO Contractor specifically agrees that for any software 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 TO Contractor.
- B. 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.

The State shall be permitted limited user-specific application configuration settings.

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.

All Upgrades and regulatory updates shall be provided at no additional cost.

The State requires that the TO Contractor price individual software modules separately.

The State also requires that the TO Contractor provide fully functional, generally available software and multiple-user licenses for purchase as needed throughout the life of the Task Order.

The TO Contractor shall install and provide all documentation for the software furnished under this Task Order.

2.3.2 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. TO Contractor 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 - keyword: SDLC;
- B. The State of Maryland Information Technology Security Policy and Standards at: 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>;

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

TO Contractor Personnel shall follow a consistent methodology for all Task Order activities.

2.3.3 Product Requirements

- A. TO Contractors may propose open source software; however, the TO Contractor must provide operational support for the proposed software as part of its TO Proposal.
- B. TO Contractor shall be authorized to furnish the proposed goods and services. TO Contractors proposing to resell services of another entity must be authorized by such other entity (See TORFP **Section 5.4.2.J.2**).

No international processing for State Data: As described in **Section 3.7 Security Requirements**, TO Contractors are advised that any processing or storage of data outside of the continental U.S. is prohibited.

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.

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.

The TO Contractor shall not establish any auto-renewal of services beyond the period identified in Task Order documents.

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.

2.3.4 Maintenance and Support

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

- A. Maintenance commences at the time when the State ACCEPTS the **Deliverable 2.4.9** and after the mutually agreed upon "Go Live" date. Billing for such maintenance and support shall commence after the mutually agreed upon "Go Live" date and after the State accepts **Deliverable 2.4.9**.
- B. 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.
- C. Support shall be provided for superseded releases and back releases still in use by the State.

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 the mutually agreed upon "Go Live" date and after the State accepts **Deliverable 2.4.10**.

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 shall 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.
- D. Operations tasks are the responsibility of the TO Contractor.
- E. Virus scans are the responsibility of the TO Contractor.
- F. Activity reporting are the responsibility of the TO Contractor.

2.3.4.1 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 shall 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.

2.3.4.2 Backup

The TO Contractor shall:

- A. Perform backups for all web, application, and database servers in addition to configuration data that is necessary to restore the application to full operability on suitable hardware. The backup shall consist of at least:
 - 1) Incremental daily backups, retained for one (1) month,
 - 2) Full weekly backups, retained two (2) years,
- B. Archive weekly backups to off-line storage media (off-site) and retain for the life of the Contract.
- C. TO Contractor shall provide all archived backups as part of the transition-out activities.
- D. Perform a backup recovery at least semi-annually; and
- E. Provide on demand support for the State's recovery of a backup set.

2.4 Deliverables

2.4.1 Deliverable Submission

- A. 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/_procurementForms/DeliverableProductAcceptanceForm-DPAFsample.pdf
- B. Unless specified otherwise, written deliverables shall be compatible with Microsoft Office 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.
- C. A standard deliverable review cycle shall 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.
- D. 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**.

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.

The TO Manager shall 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.

In the event of rejection, the TO Manager shall 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.

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

2.4.3 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.

ID#	Deliverable Description	Required Content	Due Date/Frequency
2.4.1	Kick-Off Meeting	TO Contractor shall provide a Kick-off meeting. The Kick-off materials shall cover the review of the Transition-In Plan.	NTP +5 Calendar Days
2.4.2	Weekly Project Implementation Status Report	A weekly status report shall include at a minimum: accomplishments during development and implementation phase, ability for SDAT to pull system generated reports in real time – including but not limited to defects and resolutions, risks and issues and staff changes.	Initial Delivery: NTP +10 Calendar Days; Updated: weekly until system “Go Live” date.
2.4.3	Project Management Plan (PMP)	The PMP shall include the following: 1. A Microsoft Project Schedule demonstrating tasks, task estimates, resource assignments, and dependencies for both Agency and TO Contractor personnel. 2. Work Breakdown Structure 3. Schedule Management Plan	Initial Delivery: NTP+10 Business Days, and updates as needed or requested. Updates for Project Schedule: Weekly until fully operational.

ID#	Deliverable Description	Required Content	Due Date/Frequency
2.4.3 continued	Project Management Plan (PMP) (continued)	4. Resource Management Plan 5. Issue/Risk Management and Escalation Procedures 6. Project Change Control Management Plan. 7. Communication Plan 8. Quality Management Plan 9. Deployment Plan 10. Configuration Plan 11. Document conversion Plan 12. Training Plan	Initial Delivery: NTP+10 Business Days, and updates as needed or requested. Updates for Project Schedule: Weekly until fully operational.
2.4.4	Testing and Training Environments installed and operational	Working version of the Solution installed configured, customized and access provided to the State staff for use.	Initial Delivery: NTP +1 month Updates: as per project schedule. Written status reports, weekly updates of training & testing (conference calls)
2.4.5	Interfaces working	All interfaces tested and working.	Initial Delivery: NTP +2 months Updates: as per project schedule. Written status reports weekly w/conference status of interface problem proposed resolutions w/ estimate complete dates. Forms complete etc...
2.4.6	All templates recreated for all of SDAT's forms listed in Attachment O.1 and O.2.		Initial Delivery NTP + 2 months
2.4.7	Training of OIT Staff	Training of OIT Staff complete. Training manuals received by OIT Staff confirmed.	Initial Delivery NTP +2 months
2.4.8	Production Environment installed and operational	Working version of the Solution installed, configured, customized, and access provided to the State staff for use	Initial Delivery: NTP + 2 months Updates: as per project schedule. Weekly
2.4.9	Final System Delivery SDAT and TO Agreement shall agree on "Go Live Date".	1. Access to the fully functional system with migrated (or created) forms templates for all current SDAT forms listed on Attachment Q.1 and Q.2.	Initial Delivery: NTP + 2 months. Updates: None

ID#	Deliverable Description	Required Content	Due Date/Frequency
2.4.9 continued	Final System Delivery SDAT and TO Agreement shall agree on "Go Live Date". (continued)	2. All applicable system/solution documentation that facilitates usage, operation and maintenance of the system. 3. All training materials.	Initial Delivery: NTP + 2 months. Updates: None
2.4.10	Weekly Activity Reports begins at Go Live	At a minimum, the following data must be captured and be available for scheduled and ad-hoc system generated reports. Data must be separated and available by location printed; at the TO Contractor's facilities or printed at SDAT and must include the data below. 1. Number of pages received by document type (Form___ Letter___); date; and time received 2. User ID of SDAT staff who that submitted each document for printing 3. Number of pages printed by document 4. Date and time document printing completed 5. Identifying number or code of machine pages printed on 6. Document reprint? (Yes / No) 7. Time of reprint 8. Reason code for reprint 9. User ID of contractor staff processing printed documents by batch number 10. Number of printed documents per batch 11. Number of envelopes used by type and size 12. Number of pieces metered by document type, postage amount, and date posted 13. Date each batch delivered to post office. 14. Number of pages requested for remote printing by document type, data, and time of request 15. User ID of SDAT staff who submitted document for printing 16. Identifying number or code of remote machine where pages were sent for printing 17. Verification that the right document and number of pages were delivered to the appropriate parties.	Allow users with appropriate permissions to create custom reports and supports ad-hoc data importing for producing scheduled reports and flat file data reports in Excel and PDF formats.

ID#	Deliverable Description	Required Content	Due Date/Frequency
2.4.11	<p>Monthly Activity Summary Reports</p> <p>TO Contractor required to submit with monthly invoice for services rendered.</p>	<p>At a minimum, the following data must be captured, directly from TO Contractor’s system summarized, and submitted to SDAT with the monthly invoice.</p> <ol style="list-style-type: none"> 1. Number of pages received by document type (Form___ Letter___); date; and time received 2. User ID of SDAT staff who submitted document for printing 3. Number of pages printed by document 4. Date and time document printing completed 5. Identifying number or code of machine pages printed on 6. Document reprint? (Yes / No) 7. Time of reprint 8. Reason code for reprint 9. User ID of contractor staff processing printed documents by batch number 10. Number of printed documents per batch 11. Number of envelopes used by type and size 12. Number of pieces metered by document type, postage amount, and date posted 13. Date each batch delivered to post office. 14. Number of pages requested for remote printing by document type, data, and time of request 15. User ID of SDAT staff who submitted document for printing 16. Identifying number or code of remote machine where pages were sent for printing <p>Verification that the right document and number of pages were delivered to the appropriate parties.</p>	<p>Allows users with appropriate permissions to create custom reports and supports ad-hoc data importing for producing scheduled reports and flat file data reports in Excel and PDF formats.</p>
2.4.12	<p>Perform semi-annually disaster recovery testing.</p>	<p>Provide results of semi-annual disaster recovery testing and include lessons learned and any remediation necessary.</p>	<p>Every 6 months after agreed upon “Go-Live” date.</p>
2.4.13	<p>Transition Out Plan</p>	<p>End-of-TO Agreement Transition-Out Plan shall include tasks, communication plan, timeline of activities for the TO Contractor to support end-of-TO Agreement transition-out efforts.</p>	<p>As requested by TO Manager during term of TO Agreement.</p>

2.5 Optional Features, Future Work

New form design/development may be needed in the future. This work shall be requested via Work Order process.

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.

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.

Monthly Charges: for purposes of SLA credit calculation, Monthly Charges are defined as the charges invoiced during the month of the breach for the monthly fixed services as set forth in **Attachment 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. Meet the Problem response time and resolution requirements as defined in **Section 2.6.8**.
- C. Provide a monthly report to monitor and detail response times and resolution times.
- D. Log Problems into the **TO Contractor-supplied** help desk software and assign an initial severity (Emergency, High, Medium or Low as defined in **Section 2.6.8**).
- E. 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.
- F. The Department shall make the final determination regarding Problem severity.
- G. TO Contractor shall review any Problem with Department to establish the remediation plan and relevant target dates.

2.6.3 Service Level Agreement

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 completed within the time(s) specified in the performance measurements below, the TO Contractor shall be liable for service credits in the amount(s) provided for in this Task Order, provided, however, that due account shall be taken of any adjustment of specified completion time(s) for completion of work as granted by approved change orders and/or Work Orders.

The parties agree that any assessment of service credits shall be construed and treated by the parties not as imposing a penalty upon the TO Contractor, but as compensation to the State for the TO Contractor's failure to timely complete work under this Task Order, including Work Orders.

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 Period.

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

2.6.5 Service Level Reporting

The TO Contractor shall provide detailed weekly reports evidencing the attained level for each SLA set forth herein. Monthly reports shall be available Weekly reports shall be provided on the 2nd Business Day of each week reporting service provided during the prior week.

- A. The TO Manager or designee shall monitor and review TO Contractor performance standards on a **weekly** basis, based on TO Contractor-provided reports for this Task Order.
- 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 shall notify the TO Contractor of the standard that is not in compliance.

2.6.6 Credit for Failure to Meet SLA

TO Contractor's failure to meet an SLA will result in a credit, as service credits and not as a penalty, to the Monthly Charges payable by the State during the month of the breach. The credits will be cumulative for each missed service requirement. The State, at its option for amount due the State as service credits, may 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 all services, all affected SLAs shall be credited to the State. In no event shall the aggregate of all SLA credits paid to the State in any calendar month exceed 25% of the Monthly Charges.

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

2.6.7 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.

In addition, for each 'Emergency' or 'High' priority Problem, the affected parties shall perform a root cause analysis and institute a process of problem management to prevent recurrence of the issue.

2.6.8 Service Level Measurements Table (System performance)

The TO Contractor shall comply with the service level measurements in the following table:

No.	Service Requirement	Measurement	Service Level Agreement	Service Level Credit
1	Problem Response Time – Emergency	Average Response Time for Emergency Priority Problems.	98% 30 minutes	.75%
2	Problem Response Time - High	Average Response Time for High Priority Items.	98% 60 minutes	.75%
3	Problem Response Time - Normal	Average Response Time for Normal Priority Problems	98% 4 hours	.50%
4	Problem Response Time – Low	Average Response Time for Low Priority Problems.	98% 4 hours	.50%
5	Problem Resolution Time - Emergency	Resolution Time for each Emergency Problem.	98% 1 hour	3.00%
6	Problem Resolution Time - High	Resolution Time for each High Priority Problem	98% 4 hours	3.00%
7	Problem Resolution Time - Normal	Resolution Time for Normal Priority Problems	98% 24 hours	1.50%
8	Problem Resolution Time - Low	Resolution Time for Low Priority Problems	98% 72 hours	1.50%
9	Scheduled Downtime/ Maintenance	Scheduled maintenance and downtime shall only occur during non-business hours*. The TO Contractor shall provide 14 calendar days’ notice prior to any scheduled downtime.	6 hours each month	1.50%
11	Service Availability	All application functionality and accessibility shall be maintained at 99.5% uptime performance levels. TO Contractor shall minimize or eliminate unscheduled network downtime to .5% or less.	99.5%	3.00%
12	Disaster Recovery	TO Contractor shall provide recovery and continuity of operations within 4 hours of a System/network failover.	98% 4 hours	2.00%
13	Notification of Security Incident	Notification of a Security Incident within 30 minutes of occurrence	98% 30 minutes	1.50%
14	Security Incident Reporting	Security incident reporting requirement in 240 minutes or 4 hours	98% 4 hours	1.50%

*See definition of SDAT Business Hours.

The State shall have the unilateral right to reallocate percentages among the various SLAs annually on the anniversary of the Task Order, provided that such reallocation will not exceed the cap identified in **Section 2.6.6.**

2.6.9 Problem Response Definitions and Times

The TO Contractor shall meet the Problem response time and resolution requirements.

The TO Contractor shall maintain a log of all printing problems and work production interruptions; monitor and record initial incidents, response times and resolution times, and resolutions and **provide a detailed weekly account in the Activity Report**, by the **2nd Business Day of each week** for the prior week incident/problem log the following week to the SDAT contract monitor that details response times and resolution times which includes at a minimum the following data:

1. Date and time problem identified.

The service requirement affected by the printing problem and/or work production interruption

- a. Severity of the problem (the Department will make the final determination of severity).
- b. Description of the problem.
- c. How work function affected.
- d. Users affected.
- e. Provide regular updates to appropriate SDAT personnel at intervals of:
 - i. 1 hour for Emergency service priorities
 - ii. 4 hours for High service priorities
 - iii. within 1 day for Medium service priorities
 - iv. within 3 days for Low service priorities

2. Time of response.
3. What actions taken.
4. Time problem resolved.
5. How the problem was resolved and steps taken to prevent future occurrence.

Service Priority	Response Time	Resolution Time	Response Availability	Work Outage	Users Affected
Emergency	Less than 30 minutes	Within 1 hour of first report	SDAT Business Hours, M-F 8:00 am – 4:30 pm, except State Holidays.	Major portions of the System are inaccessible Systems or users are unable to work, or to perform some portion of their job.	Users or internal System functionalities are impaired. To include users in Charter Public Counter Area.
High	Less than 60 minutes	Within 4 hours after first report	SDAT Business Hours, M-F 8:00 am – 4:30 pm, except State Holidays.	Major portions of the System are inaccessible Systems or users are unable to work, or to perform some portion of their job.	Affects the majority of users to include Charter Filing, Charter Legal, Personal Property, Accounting, and/or OIT.

Service Priority	Response Time	Resolution Time	Response Availability	Work Outage	Users Affected
Normal	Within 4 hours	Within 1 day (24 hours) after first report. If the outage is not resolved a resolution plan must be in place.	SDAT Business Hours, M-F 8:00 am – 4:30 pm, except State Holidays.	Specific non-critical features are not operating as specified Systems or users are unable to perform a small portion of their job, but are able to complete most tasks.	Affects a number of users
Low	Within 4 hours	Within 3 days (72 hours) after first report. If the outage is not resolved a resolution plan must be in place.	SDAT Business Hours, M-F 8:00 am – 4:30 pm, except State Holidays.	Lower priority features that can be done manually are not operating as specified Often a request for service with ample lead time.	Affects a number of users

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3 TO Contractor Requirements: General

3.1 Task Order Initiation Requirements

TO Contractor shall schedule and hold a kickoff meeting within 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.

This must include a plan to convert and/or recreate all 111 of the existing SDAT forms/projects into the proposed Solution. (See Attachment 0.2)

3.2 End of Task Order Transition

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 60 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).

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.

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.

The TO Contractor shall support end-of-Task Order transition efforts with technical and project support to include but not be limited to:

- E. The TO Contractor shall provide a draft Transition-Out Plan 120 Business Days in advance of Task Order end date.

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.

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.

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.

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**.

3.2.1 Return and Maintenance of State Data

- A. Upon termination or the expiration of the TO Agreement term, the TO Contractor shall: (a) 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; (b) 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; (c) 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 (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.

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.

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 e-mail the original of each invoice and signed authorization to invoice to the TO Manager.

At a minimum, TO Contractor shall capture and provide access to users, with appropriate permissions, detailed data and report as outlined in **Section 2.4.10**.

As stated in **Section 2.4.11** a monthly performance report, that summarizes the performance for that month, must be sent via e-mail to the TO Manager with the monthly invoice for services rendered by the 10th Business Day each month and include all document output management printing requests generated and mailed during the prior month as detailed in Sections 2.4.11.

All invoices for services shall be verified by the TO Contractor as accurate at the time of submission.

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. Invoice date;
6. Invoice number;
7. State assigned TO Agreement number;
8. State assigned (Blanket) Purchase Order number(s);
9. Goods or services provided;
10. Amount due; and
11. Any additional documentation required by regulation or the Task Order.

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.

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 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.

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.

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.

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:

- 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.

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.

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 Deliverable Invoicing

- A. Deliverable invoices shall be accompanied by notice(s) of acceptance issued by the State for all invoices submitted for payment. Payment of invoices will be withheld if a signed DPAF is not submitted (see online example at <http://doit.maryland.gov/contracts/Documents/CATSPPlus/CATS+DPAFSample.pdf>).

Payment for deliverables will only be made upon completion and acceptance of the deliverables as defined in **Section 2.4**.

3.3.5 Time and Materials Invoicing

- A. If a future work order or change order is required, that is based on time and materials, then following time and materials invoice process would apply.
 1. Deliverable Product Acceptance Form (DPAF) for each deliverable being invoiced
 - a) (see online example at: <http://doit.maryland.gov/contracts/Documents/CATSPPlus/CATS+DPAFSample.pdf>) and signed timesheet as described below, would be required with all invoices for time and materials work. Include for each person covered by the invoice the following, individually listed per person: name, hours worked, hourly labor rate, invoice amount and a copy of each person's timesheet for the period signed by the TO Manager.
 2. Time Sheet Reporting - Within three (3) Business Days after the 15th and last day of the month, the TO Contractor shall submit a semi-monthly timesheet for the preceding half month providing data for all resources provided under the Task Order.

At a minimum, each semi-monthly timesheet shall show:

- a) Title: "Time Sheet for the period of time worked."
- b) Issuing company name, address, and telephone number
- c) For each employee /resource:

- i) Employee / resource name
- d) For each Period ending date, e.g., "Period Ending: mm/dd/yyyy" (Periods run 1st through 15th and 16th through last day of the month.)
 - i) Tasks completed that week and the associated deliverable names and ID#s
 - ii) Number of hours worked each day
 - iii) Total number of hours worked that Period
 - iv) Period variance above or below 40 hours
 - v) Annual number of hours planned under the Task Order
 - vi) Annual number of hours worked to date
 - vii) Balance of hours remaining
 - viii) Annual variance to date (Sum of periodic variances)
3. Signature and date lines for the TO Manager
4. Time sheets shall be submitted to the TO Manager prior to invoicing. The TO Manager shall sign the timesheet to indicate authorization to invoice.

3.3.6 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.
 1. The proper invoice has not been received by the party or office specified in the Task Order.
 2. The invoice or performance is in dispute or the TO Contractor has failed to otherwise comply with the provisions of the Task Order.
 3. The item or services have not been accepted.
 4. The quantity of items delivered is less than the quantity ordered.
 5. The items or services do not meet the quality requirements of the Task Order
 6. If the Task Order provides for progress payments, the proper invoice for the progress payment has not been submitted pursuant to the schedule.
 7. 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.
 8. 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.

3.3.7 Travel Reimbursement

Travel will not be reimbursed under this TORFP.

3.3.8 Retainage

This solicitation does not require retainage.

3.4 Liquidated Damages

This solicitation does not require liquidated damages.

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.
 1. The TO Contractor shall perform semi-annual disaster recovery testing of the contingency/DR plans at least once every six (6) months. Beginning 6 months after the go live date and continuing at least once every 6 months 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.
 2. 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.

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.
 1. 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.

2. 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.
3. 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 employees – 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.
4. 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 TO Contractor 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 TO Contractor 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 two million dollars (\$2,000,000) per occurrence. The coverage must be valid at all locations where work is performed or data or other information concerning State residents and employees is processed or stored.

3.7 Security Requirements

3.7.1 Security Clearance / Criminal Background Checks

- A. The TO Contractor shall obtain from all Contractor Personnel assigned to work on the Task Order a signed statement permitting a criminal background check. Within forty-five (45) days after NTP, the TO Contractor shall secure at its own expense the following type of national criminal history record check and provide the TO Contract Manager with completed checks on such Contractor Personnel prior to assignment: a national criminal history record check. This check may be performed by a public or private entity.
- B. At a minimum, these background checks must include all convictions and probation before judgment (PBJ) dispositions. The TO Contractor may not assign an individual whose background check reflects any criminal activity to work under this Task Order unless prior written approval is obtained from the TO Contract Manager.
 1. TO Contractor shall be responsible for ensuring that TO Contractor Personnel background check certifications are renewed annually, and at the sole expense to the TO Contractor.

2. Further, TO Contractor Personnel may be subject to random security checks during entry and exit of State secured areas. The State reserves the right to require TO Contractor Personnel to be accompanied while on secured premises.
3. TO Contractor shall complete a criminal background check prior to any individual TO Contractor Personnel being assigned work on the project. TO Contractor shall provide a Criminal Background Check Affidavit (see **Appendix 5**) within 45 days of notice to proceed.

3.7.2 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 – keyword: Security Policy.

3.7.3 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. 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:
 - i. <http://csrc.nist.gov/publications/fips/fips140-2/fips1402.pdf>
 - ii. <http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm>
5. 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.
 - i. 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.
 - ii. Ensure system and network environments are separated by properly configured and updated firewalls.
 - iii. Restrict network connections between trusted and untrusted networks by physically and/or logically isolating systems from unsolicited and unauthenticated network traffic.
 - iv. By default, "deny all" and only allow access by exception.
 - v. 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.
 - vi. 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.
 - vii. 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.

- viii. 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.
- ix. 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.
- x. 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.
- xi. 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.

3.7.4 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.

3.7.5 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.
 - 1. 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.
 - 2. 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.

3.7.6 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 employees from and against any claims, damages, and actions related to the event requiring notification.

3.7.7 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.

3.7.8 Additional security requirements may be established in Work Order.

3.7.9 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.

3.7.10 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

A SOC 2 Type 2 Report is not a TO Contractor requirement for this Task Order.

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.

The TO Manager will assign tasks to the personnel provided under this TORFP and will track and monitor the work being performed through the monthly accounting of hours' deliverable for work types; actual work produced will be reconciled with the hours reported.

- C. **TO Contractor** – The 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, employee, 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 TO Contractor’s TO Technical Proposal. Key Personnel may be identified after Task Order award.

3.10.2 TO Contractor Experience

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

- A. providing off-site, high-volume document output and mailing to include online and batch jobs.
- B. support for forms design and revision.
- C. operating a production printer and mailing equipment associated with mass mailing.

3.10.3 Personnel Experience

The following experience will be evaluated as part of the TO Technical Proposal (see the capability of proposed resources evaluation factor from **Section 6.2**):

1. Subject Matter Expert

Must have minimum of one (1) year of experience in proposed cloud-based document management software to include document tracking and verification services.

Have a minimum of one year of form creation and implementation.

Have a Bachelor’s degree from an accredited college or university with major in Computer Science, Information Systems or Business Management.

2. Project Manager

Must have a minimum of at least five (5) years of experience in managing IT related projects.

Must demonstrate a leadership role in at least three successful projects that were delivered on time and on budget.

3.10.4 Number of Personnel to Propose

As part of the TO Proposal evaluation, TO Contractors shall propose exactly two (2) personnel who are expected to be available as of the start date specified in the Notice to Proceed (NTP Date). TO Contractors shall describe in a Staffing Plan how additional resources shall be acquired to meet the needs of the Department. TO Contractors may generally describe planned positions in a Staffing Plan. Such planned positions may not be used as evidence of fulfilling personnel minimum qualifications.

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 **CATS + RFP Section 2.10**
<http://doit.maryland.gov/contracts/Documents/CATSPPlus2016/060B2490023-2016CATSPPlus2016RFP.pdf> for the associated CATS+ labor category.
 1. Subject Matter Expert
 2. Project Manager

3.10.6 Labor Categories

- A. To be responsive to this TORFP, TO Contractors must be capable of providing personnel meeting the minimum requirements for all the labor categories listed. TO Contractors shall submit a TO Financial Proposal Form (**Attachment B**) that provides labor rates for all labor categories for the Term (initial term and any option periods). Actual resumes shall be provided only for Key Personnel as described in **Section 3.10.4**. 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 in the Labor Category constitute the minimum requirements for candidates performing work under this TORFP. All experience required must have occurred within the most recent ten (10) years.

3.10.7 TO Contractor Personnel Experience Equivalency (including Key Personnel submitted in response to this TORFP)

- A. A Substitution of Education for Experience: 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.
- B. Substitution of Experience for Education: Substitution of experience for education may be permitted at the discretion of the State.
- C. Substitution of Professional Certificates for Experience: 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.

3.10.8 Work Hours

- A. Business Hours Support: TO Contractor shall assign TO Contractor Personnel to support Department business hours (08:00 AM to 04:30 PM), Monday through Friday except for State holidays for printing and mailing services.
- B. Needs beyond the hours described in paragraph A may be defined in a Work 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.

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.
 - 1. 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.
 - 2. 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**.
 - 3. 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.
 - 4. 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.
 - 5. 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 TO Contractor 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 TO Contractor must describe to the State's TO Manager. 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.

1. 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.
 1. 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.
 2. 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

3.13.1 VSBE PARTICIPATION REPORTS

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

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 VSBE directly to the TO Manager.

3.14 Work Orders

- A. Additional services will be provided via a Work Order process. Work shall not begin in advance of a fully executed Work Order. A Work Order may be issued for either fixed price or time and materials (T&M) pricing. T&M Work Orders will be issued in accordance with pre-approved Labor Categories with the fully loaded rates proposed in **Appendix 4**.
- B. The TO Manager shall e-mail a Work Order Request (See sample at <http://doit.maryland.gov/contracts/Documents/CATSPlus/CATS+WorkOrderSample.pdf>) to the TO Contractor to provide services or resources that are within the scope of this TORFP. The Work Order Request will include:
 - 1. Technical requirements and description of the service or resources needed
 - 2. Performance objectives and/or deliverables, as applicable
 - 3. Due date and time for submitting a response to the request, and
 - 4. Required place(s) where work must be performed
- C. The TO Contractor shall e-mail a response to the TO Manager within the specified time and include at a minimum:
 - 1. A response that details the TO Contractor's understanding of the work;
 - 2. A price to complete the Work Order Request using the format provided using the format provided (see online sample).
 - 3. A description of proposed resources required to perform the requested tasks, with labor categories listed in accordance with Attachment B.
 - 4. An explanation of how tasks shall be completed. This description shall include proposed subcontractors and related tasks.
 - 5. State-furnished information, work site, and/or access to equipment, facilities, or personnel
 - 6. The proposed personnel resources, including any subcontractor personnel, to complete the task.
- D. For a T&M Work Order, the TO Manager will review the response and will confirm the proposed labor rates are consistent with this TORFP. For a fixed price Work Order, the TO Manager will review the response and will confirm the proposed prices are acceptable.
- E. The TO Manager may contact the TO Contractor to obtain additional information, clarification or revision to the Work Order, and will provide the Work Order to the TO Procurement Officer for a determination of compliance with the TO Agreement and a determination whether a change order is appropriate. Written TO Procurement Officer approval is required before Work Order execution by the State.
- F. Proposed personnel on any type of Work Order shall be subject to Department approval. The TO Contractor shall furnish resumes of proposed personnel specifying the labor category(ies) proposed. The TO Manager shall have the option to interview the proposed personnel and, in the

event of an interview or not, shall notify the TO Contractor of acceptance or denial of the personnel.

- G. Performance of services under a Work Order shall commence consistent with an NTP issued by the TO Manager for such Work Order.

3.15 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.

3.15.1 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. Non-Visual Access
- E. By responding to this TORFP and accepting a Task Order award, an TO Contractor 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 TO Contractor.

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

3.15.3 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.

3.15.4 Source Code Escrow

Source code Escrow does not apply to this Task Order.

3.15.5 Purchasing and Recycling Electronic Products

This section does not apply to this solicitation.

3.15.6 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.

3.15.7 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.

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4 TORFP Instructions

4.1 TO Pre-Proposal Conference

- 4.1.1 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 Attendees should bring a copy of the solicitation and a business card to help facilitate the sign-in process.
- 4.1.5 In order to assure adequate seating and other accommodations at the Conference, please e-mail the Pre-Proposal Conference Response Form (Attachment A) no later than the time and date indicated on the form. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, please notify the TO Procurement Officer at least five (5) Business Days prior to the Conference date. The Department will make a reasonable effort to provide such special accommodation.

4.2 Questions

- 4.2.1 All questions shall identify in the subject line the Solicitation Number and Title (E50B8400016 - ELECTRONIC OUTPUT DOCUMENT MANAGEMENT SYSTEM), 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 TO Contractors 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** TO Contractors and proposed TO Contractor Personnel will be required to make an oral presentation to State representatives. TO Contractors 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 TO Contractors of the time and place of oral presentations and interviews, should interviews be scheduled separately.
- 4.5.2** All TO Contractors 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.

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

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

- 4.8.1** By submitting a response to this solicitation, the Offeror agrees that this percentage of the total dollar amount of the TO Agreement will be performed by verified VSBEs.
- 4.8.2** In 2015, Maryland amended COMAR 21.11.13.05 as part of its Veteran-Owned Small Business Enterprise (VSBE) program concerning VSBE primes. This amendment, which became effective

March 6, 2015 and is applicable to this task order, allows an agency to count the distinct, clearly defined portion of work that a certified VSBE performs with its own work force toward meeting up to one-hundred (100%) of the VSBE goal established for a procurement. Please see the attached VSBE forms and instructions.

- 4.8.3** Effective January 2, 2017, if a solicitation contains an MBE and a VSBE goal, participation by a subcontractor dually-certified as an MBE and a VSBE may be counted toward meeting both the MBE and VSBE contract goals to the extent its participation meets the cumulative MBE and VSBE contract goals, or portions thereof that it is committed to perform. Participation by a dually-certified subcontractor may be counted toward the agency's overall MBE and VSBE goals.
- 4.8.4** Questions or concerns regarding the VSBE subcontractor participation goal of this solicitation must be raised before the due date for submission of TO Proposals.
- 4.8.5** A Master Contractor that responds to this TORFP shall complete, sign, and submit all required VSBE documentation at the time of TO Proposal submission (See **Attachment E**). **Failure of the Master Contractor to complete, sign, and submit all required VSBE documentation at the time of TO Proposal submission will result in the State's rejection of the Master Contractor's TO Proposal**

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

This Task Order does not contain federal funds.

4.11 Conflict of Interest Affidavit and Disclosure

- 4.11.1** TO Contractors shall complete and sign the Conflict of Interest Affidavit and Disclosure (**Attachment H**) and submit it with their Proposals. All TO Contractors 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 TO Contractor'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 TO Contractor 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 (TO Contractor)

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

4.13 HIPAA - Business Associate Agreement

A HIPAA Business Associate Agreement is not required for this procurement.

4.14 Iranian Non-Investment

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

4.15 Mercury and Products That Contain Mercury

This solicitation does not include the procurement of products known to likely include mercury as a component.

4.16 Location of the Performance of Services Disclosure

This solicitation does not require a Location of the Performance of Services Disclosure.

4.17 Department of Human Services (DHS) Hiring Agreement

This solicitation does not require a DHS Hiring Agreement.

4.18 Small Business Reserve (SBR) Set-Aside

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

4.19 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

TO Contractors shall submit TO Proposals in separate volumes:

- o Volume I – TO TECHNICAL PROPOSAL
- o 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 **TO Contractors may submit TO Proposals by hand or by mail as described below to the address provided in the Key Information Summary Sheet.**

A. For U.S. Postal Service deliveries, any TO Proposal that has been received at the appropriate mailroom, or typical place of mail receipt, for the respective procuring unit by the time and date listed in the TORFP will be deemed to be timely. If an TO Contractor chooses to use the U.S. Postal Service for delivery, the Department recommends that it use Express Mail, Priority Mail, or Certified Mail only as these are the only forms for which both the date and time of receipt can be verified by the Department. An TO Contractor using first class mail will not be able to prove a timely delivery at the mailroom, and it could take several days for an item sent by first class mail to make its way by normal internal mail to the procuring unit. **ONLY** submissions postmarked on or before May 15, 2018 will be accepted.

1. Hand-delivery includes delivery by commercial carrier acting as agent for the TO Contractor. For any type of direct (non-mail) delivery, TO Contractors are advised to secure a dated, signed, and time-stamped (or otherwise indicated) receipt of delivery.

5.3.4 **The TO Procurement Officer must receive all Technical and TO Financial Proposal** material by the TORFP due **date and time specified** in the Key Information Summary Sheet. 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.

5.3.5 **Two Part Submission: TO Contractors shall provide their TO Proposals in two separately sealed and labeled packages as follows:**

- A. TO Technical Proposal consisting of:
1. one (1) original executed TO Technical Proposal and all supporting material marked and sealed,

2. four (4) duplicate copies of the above separately marked and sealed,
 3. an electronic version of the TO Technical Proposal in Microsoft **Word format**, version 2007 or greater on CD or Flash Drive/
 4. a copy of the TO Technical Proposal in searchable Adobe PDF format, and
 5. a second searchable Adobe PDF copy of the TO Technical Proposal, redacted in accordance with confidential and/or proprietary information removed (see **Section 5.4.2.B**).
- B. TO Financial Proposal consisting of:
1. one (1) original executed Attachment B - TO Financial Proposal and all supporting material marked and sealed,
 2. four (4) duplicate copies of the above separately marked and sealed,
 3. an electronic version of the TO Financial Proposal in searchable Adobe PDF format, on CD or a Flash Drive.
 4. a second searchable Adobe pdf copy of the TO Financial Proposal, redacted in accordance with confidential and/or proprietary information removed (see **Section 5.4.2.B**).

Affix the following to the outside of each sealed TO Proposal. It is preferred, but not required, that the name, email address, and telephone number of a contact person for the TO Contractor be included on the outside of the packaging for each volume. Unless the resulting package will be too unwieldy, the State's preference is for the separately sealed Technical and TO Financial Proposals to be submitted together in a single package to the TO Procurement Officer and including a label bearing:

1. TORFP title and number,
2. Name and address of the TO Contractor, and
3. Closing date and time for receipt of TO Proposals

Label each electronic media (CD, DVD, or flash drive) on the outside with the TORFP title and number, name of the TO Contractor, and volume number. Electronic media must be packaged with the original copy of the appropriate TO Proposal (Technical or Financial).

5.4 Volume I - TO Technical Proposal

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

- 5.4.1** In addition to the instructions below, responses in the TO Contractor'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").
- 5.4.2** 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 TO Contractor's understanding of the TORFP scope of work (**Sections 2-3**) and proposed solution.
 2. Proposed Solution: A more detailed description of the TO Contractor's understanding of the TORFP scope of work, proposed methodology and solution. The proposed solution shall be organized to exactly match the requirements outlined in Sections 2-3.
 3. Draft Work Breakdown Structure (WBS): A matrix or table that shows a breakdown of the tasks required to complete the requirements and deliverables in Sections 2-3. The WBS

should reflect the chronology of tasks without assigning specific time frames or start / completion dates. The WBS may include tasks to be performed by the State or third parties, for example, independent quality assurance tasks. If the WBS appears as a deliverable in Sections 2-3, the deliverable version will be a final version. Any subsequent versions shall be approved through a formal configuration or change management process.

4. Draft Project or Work Schedule: A Gantt or similar chart containing tasks and estimated time frames for completing the requirements and deliverables in Sections 2-3. The final schedule should come later as a deliverable under the TO after the TO Contractor has had an opportunity to develop realistic estimates. The Project or Work Schedule may include tasks to be performed by the State or third parties.
5. 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.
6. Assumptions: A description of any assumptions formed by the TO Contractor in developing the TO Technical Proposal.
7. Tools the Master Contractor owns and proposes for use to meet any requirements in Sections 2-3.
8. Implementation Schedule - TO Contractor shall provide the proposed implementation schedule with its TO Proposal
9. The TO Contractor 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.
10. The TO Contractor shall provide a Backup solution/ strategy recommendation as part of its TO Proposal.
11. Disaster Recovery and Security Model description - For hosted services, the TO Contractor shall include its DR strategy, and for on premise, a description of a recommended DR strategy.
12. The TO Contractor shall include a deliverable description and schedule describing the proposed Deliverables as mapped to the State SDLC and the Deliverables table in Section 2.4.4. The schedule shall also detail proposed submission due date/frequency of each recommended Deliverable.
13. The TO Contractor shall include an SLA in its TO Proposal as identified in Section 2.6. Description of technical risk of migrating from the existing system.
14. 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 TO Contractor shall agree that if awarded the Task Order, the TO Contractor's employees and agents filling the positions set forth in the staffing requirements of Section <<enter applicable subsection number(s)>> 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 employee(s) may be subject. The TO Contractor agrees not to enforce any non-compete restrictions against the State with regard to these employees 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 TO Contractor must include an affirmative statement in its TO Technical Proposal that the TO Contractor, if awarded a Task Order, agrees that its employees and agents shall not be restricted from working with or for any successor contractor that is awarded the State business.

15. Details for each offering:

TO Contractors may propose open source software; however, the TO Contractor must provide operational support for the proposed software.

The TO Contractor shall provide the following information for each offering:

- a) Offering Name
- b) TO Contractor 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. TO Contractors 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., SecureAuth);
- 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) TO Contractor shall describe its security model and procedures supporting handling of State data. If more than one level of service is offered, the TO Contractor 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) TO Contractors shall clearly indicate which features are part of the base offering and which include additional charges.
- u) TO Contractors shall include a schedule of service level metrics, credits to the State if the metrics are not met, and what reporting supports the service levels described.

16. Proposer Information Sheet and Transmittal Letter

The TO Contractor 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 TO Contractor 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.

D. Minimum Qualifications Documentation (If applicable)

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

E. Proposed Personnel and TORFP Staffing

TO Contractor shall propose exactly two (2) Key Personnel in response to this TORFP. TO Contractor shall:

- A. Identify the qualifications and types of staff proposed to be utilized under the Task Order. The TO Contractor 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.
- B. Complete and provide for each proposed Labor Category that the TO Contractor determines is essential to fulfill this contract an **Appendix 4A** Minimum Qualifications Summary and **Appendix 4B** Personnel Resume Form.

- C. Provide evidence proposed personnel possess the required certifications in accordance with **Section 1.1** TO Contractor Personnel Minimum Qualifications.
- D. Provide three (3) references per proposed Key Personnel containing the information listed in **Appendix 4 B**.
- E. Provide a Staffing Management Plan that demonstrates how the TO Contractor will provide resources in addition to the personnel requested in this TORFP, and how the TO Contractor Personnel shall be managed. Include:
 - 1. Planned team composition by role (**Important! Identify specific names and provide history only for the proposed resources required for evaluation of this TORFP**).
 - 2. Process and proposed lead time for locating and bringing on board resources that meet the Task Order needs.
 - 3. Supporting descriptions for all labor categories proposed in response to this TORFP.
 - 4. Description of approach for quickly substituting qualified personnel after start of the Task Order.
 - 5. Provide the names and titles of the TO Contractor's management staff who will supervise the personnel and quality of services rendered under this TO Agreement.
- D. Subcontractors
Identify all proposed Subcontractors, including MBEs, and their roles in the performance of the scope of work hereunder.
- E. Overall TO Contractor team organizational chart
Provide an overall team organizational chart with all team resources available to fulfill the Task Order scope of work.
- F. 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:
 - i. Name of organization.
 - ii. Point of contact name, title, e-mail and telephone number (point of contact shall be accessible and knowledgeable regarding experience)
 - iii. Services provided as they relate to the scope of work.
 - iv. Start and end dates for each example engagement or contract.
 - v. Current Master Contractor team personnel who participated on the engagement.
 - vi. 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):
 - i. Contract or task order name
 - ii. Name of organization.

- iii. Point of contact name, title, e-mail, and telephone number (point of contact shall be accessible and knowledgeable regarding experience)
- iv. Start and end dates for each engagement or contract. If the Master Contractor is no longer providing the services, explain why not.
- v. Dollar value of the contract.
- vi. Indicate if the contract was terminated before the original expiration date.
- vii. 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.

G. State Assistance

Provide an estimate of expectation concerning participation by State personnel.

H. 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.

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

I. Additional Submissions:

1. Attachments and Exhibits;
 - i. 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.
 - ii. No attachment forms shall be altered. Signatures shall be clearly visible.
2. TO Contractors shall furnish with their Technical TO Proposal any and all agreements the TO Contractor expects the State to sign or to be subject to in connection with or in order to use the TO Contractor'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).
3. Any services furnished from third party entities, e.g., resold services, shall include current Letters of Authorization or such other documentation demonstrating the authorization for such services.
4. A Letter of Authorization shall be on the authorizing entity's letterhead or through the authorizing entity's e-mail. Further, each Letter of Authorization shall be less than twelve (12) months old. Each Letter of Authorization or e-mail must provide the following information:

- i. Authorizing entity POC name and alternate for verification
- ii. Authorizing entity POC mailing address
- iii. Authorizing entity POC telephone number
- iv. Authorizing entity POC email address
- v. If available, a Reseller Identifier

5.5 Volume II – TO Financial Proposal

- 5.5.1** The TO Financial Proposal shall contain all price information in the format specified in Attachment B - Financial Proposal Form. The TO Contractor shall complete the Financial Proposal Form only as provided in the Financial Proposal Form Instructions and the Financial Proposal Form itself.
- 5.5.2** 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);
- 5.5.3** 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.
- 5.5.4** 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.
- 5.5.5** 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.
- 5.5.6** **Prices shall be valid for 120 days.**

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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 TO Contractor 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 TO Contractor 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.

TO Contractor's Technical Response to TORFP Requirements (See TORFP § 5.4.2)

The State prefers an TO Contractor'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 plans to meet or exceed them.

Experience and Qualifications of Proposed Staff (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).

TO Contractor Qualifications and Capabilities, including proposed subcontractors (See TORFP § 5.4.2.G)

Demonstration of how the Master Contractor plans to staff the task order at the levels set forth in the TORFP and also for potential future resource requests.

6.3 TO Financial Proposal Evaluation Criteria

All Qualified TO Contractors (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 TO Contractors 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 TO Contractor'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 TO Contractors 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 TO Contractors to revise their initial 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 TO Contractor 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>).

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7 TORFP ATTACHMENTS AND APPENDICES

Instructions Page

A TO Proposal submitted by an TO Contractor 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:

- A. For e-mail submissions, submit one (1) copy of each with signatures.
- B. For paper submissions, submit two (2) copies of each with original signatures. All signatures must be clearly visible.

All TO Contractors are advised that if a Task Order is awarded as a result of this solicitation, the successful TO Contractor 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	Before TO Proposal	B	TO Financial Proposal Instructions and Forms – Separate Excel Spreadsheet Pricing Summary Schedule A – Fixed Price Implementation Schedule B – Recurring Monthly Charges Schedule C – Rate Sheet Schedule D – Labor Category Pricing
Y	With TO Proposal	C	Proposal Affidavit
Y	10 Business Days after recommended award	D	MBE Forms D-2, D-3A, D-3B Important: 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	E	Veteran-Owned Small Business Enterprise (VSBE) Form E-1
Y	5 Business Days after recommended award	E	VSBE Forms E-2, E-3
Y	With TO Proposal	F	Maryland Living Wage Requirements for Service Task Orders and Affidavit of Agreement
N	n/a	G	Federal Funds Attachments
Y	With TO Proposal	H	Conflict of Interest Affidavit and Disclosure

Applies?	When to Submit	Label	Attachment Name
Y	5 Business Days after recommended award	I	Non-Disclosure Agreement (TO Contractor)
N	n/a	J	HIPAA Business Associate Agreement
N	n/a	K	Mercury Affidavit
N	n/a	L	Location of the Performance of Services Disclosure
Y	5 Business Days after recommended award	M	Task Order Agreement
Y	With Proposal	N	Certification Regarding Investment in Iran
Y	n/a	O	O.1 - List of Annual Batch Jobs O.2 – Outsourcing Center Report
Y	n/a	P	Listing of SDAT Printers
Appendices			
Applies	When to Submit	Label	Attachment Name
Y	n/a	1	Abbreviations and Definitions
Y	With TO Proposal	2	TO Contractor Information Sheet
Y	45 days after NTP	3	Deliverable Product Acceptance Form (DPAF) (see online at http://doit.maryland.gov/contracts/Documents/CATSPlus/CATS+DP AFSample.pdf)
Y	With future deliverables	4	Work Order Form
Y	45 days after NTP	5	Criminal Background Check Affidavit
Y	With TO Proposal	6	Labor Classification Personnel Resume Summary (Appendix 6A and 6B)
Additional Submissions			
Y	5 Business Days after recommended award	--	Evidence of meeting insurance requirements (see Section 3.6); 1 copy

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Attachment A. TO Pre-Proposal Conference Response Form

Solicitation Number E50B8400016

ELECTRONIC DOCUMENT MANAGEMENT SYSTEM

A TO Pre-proposal conference will be held on **Tuesday April 24, 2018 at 10:30 AM**, 300 West Preston Street, Baltimore Maryland 21201 in the lobby **Auditorium**.

Please return this form by **Friday, April 20, 2018 at 8:00 AM** 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:

Tara Gray
SDAT
E-mail: tara.gray@maryland.gov
Fax #: 410-333-5873

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"):

TO Contractor: _____
TO Contractor Name (please print or type)

By: _____
Signature/Seal

Printed Name: _____
Printed Name

Title: _____
Title

Date: _____
Date

Directions to the TO Pre-Proposal Conference

From 1-95 North

- Take 1-95 N to S Martin Luther King Blvd
- Continue on S Martin Luther King to W Preston Street.

From 1-95 South

- Take 1-95 S to S Martin Luther King Blvd
- Continue on S Martin Luther King to W Preston Street

Attachment B. TO Financial Proposal Instructions & Form

[See separate Excel TO Financial Proposal Form labeled: Attachment B -TO Financial Proposal Form.xls.](#)

In order to assist TO Contractors in the preparation of their Financial Proposal and to comply with the requirements of this solicitation, Financial Proposal Instructions and a Financial Proposal Form have been prepared. TO Contractors shall submit their Financial Proposal on the Financial Proposal Form in accordance with the instructions on the Financial Proposal Form and as specified herein. Do not alter the Financial Proposal Form or the Proposal may be determined to be not reasonably susceptible of being selected for award. The Financial Proposal Form is to be signed and dated, where requested, by an individual who is authorized to bind the TO Contractor to the prices entered on the Financial Proposal Form.

The Financial Proposal Form is used to calculate the TO Contractor's TOTAL PROPOSAL PRICE. Follow these instructions carefully when completing your Financial Proposal Form:

- A) All Unit and Extended Prices must be clearly entered in dollars and cents, e.g., \$24.15. Make your decimal points clear and distinct.
- B) All Unit Prices must be the actual price per unit the State will pay for the specific item or service identified in this RFP and may not be contingent on any other factor or condition in any manner.
- C) All calculations shall be rounded to the nearest cent, i.e., .344 shall be .34 and .345 shall be .35.
- D) Any goods or services required through this RFP and proposed by the vendor at **No Cost to the State** must be clearly entered in the Unit Price, if appropriate, and Extended Price with **\$0.00**.
- E) Every blank in every Financial Proposal Form shall be filled in. Any changes or corrections made to the Financial Proposal Form by the TO Contractor prior to submission shall be initialed and dated.
- F) Except as instructed on the Financial Proposal Form, nothing shall be entered on or attached to the Financial Proposal Form that alters or proposes conditions or contingencies on the prices. Alterations and/or conditions may render the Proposal not reasonably susceptible of being selected for award.
- G) It is imperative that the prices included on the Financial Proposal Form have been entered correctly and calculated accurately by the TO Contractor and that the respective total prices agree with the entries on the Financial Proposal Form. Any incorrect entries or inaccurate calculations by the TO Contractor will be treated as provided in COMAR 21.05.03.03, and may cause the Proposal to be rejected.
- H) If option years are included, TO Contractors must submit pricing for each option year. Any option to renew will be exercised at the sole discretion of the State and comply with all terms and conditions in force at the time the option is exercised. If exercised, the option period shall be for a period identified in the RFP at the prices entered in the Financial Proposal Form.
- I) All Financial Proposal prices entered below are to be fully loaded prices that include all costs/expenses associated with the provision of services as required by the RFP. The Financial Proposal price shall include, but is not limited to, all: labor, profit/overhead, general operating, administrative, and all other expenses and costs necessary to perform the work set forth in the solicitation. No other amounts will be paid to the Contractor. If labor rates are requested, those amounts shall be fully-loaded rates; no overtime amounts will be paid.
- J) Unless indicated elsewhere in the RFP, sample amounts used for calculations on the Financial Proposal Form are typically estimates for evaluation purposes only. Unless stated otherwise in the RFP, the Department does not guarantee a minimum or maximum number of units or usage in the performance of this Contract.

K) Failure to adhere to any of these instructions may result in the Proposal being determined not reasonably susceptible of being selected for award.

B-1 Financial Proposal Form

The Financial Proposal Form shall contain all price information in the format specified on these pages. Complete the Financial Proposal Form only as provided in the Financial Proposal Instructions. Do not amend, alter or leave blank any items on the Financial Proposal Form. If option years are included, TO Contractors must submit pricing for each option year. Failure to adhere to any of these instructions may result in the Proposal being determined not reasonably susceptible of being selected for award.

See separate Excel TO Financial Proposal Form labeled: Attachment B -TO Financial Proposal Form.xls.

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Attachment C. Proposal Affidavit

A. AUTHORITY

I hereby affirm that I, <<signatoryFirstName>> <<signatoryLastName>> (name of affiant) am the <<signatoryTitle>> (title) and duly authorized representative of <<TO ContractorCompanyName>> (name of business entity) and that I possess the legal authority to make this affidavit on behalf of the business for which I am acting.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned TO Contractor hereby certifies and agrees that the following information is correct: In preparing its Proposal on this project, the TO Contractor has considered all Proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in § 19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. "Discrimination" means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, sexual identity, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendor's, supplier's, or commercial customer's employees or owners. "Discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination". Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the Proposal submitted by the TO Contractor on this project, and terminate any contract awarded based on the Proposal. As part of its Proposal, the TO Contractor herewith submits a list of all instances within the past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the TO Contractor discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. TO Contractor agrees to comply in all respects with the State's Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES.

The undersigned TO Contractor hereby certifies and agrees that it 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 proposal;
- (2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in 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.

Without limiting any other provision of the solicitation on this project, it is understood that if the certification is false, such false certification constitutes grounds for the State to reject the Proposal submitted by the TO Contractor on this project, and terminate any contract awarded based on the Proposal.

B-2. CERTIFICATION REGARDING VETERAN-OWNED SMALL BUSINESS ENTERPRISES.

The undersigned TO Contractor hereby certifies and agrees that it has fully complied with the State veteran-owned small business enterprise law, State Finance and Procurement Article, § 14-605, Annotated Code of Maryland, which provides that a person may not:

- (1) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;
- (2) Knowingly and with intent to defraud, fraudulently represent participation of a veteran-owned small business

enterprise in order to obtain or retain a Proposal preference or a procurement contract;

- (3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (4) Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (5) Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.13; or
- (6) Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of § B-2(1)-(5) of this regulation.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, § 6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

- A. Been convicted under state or federal statute of:
 - a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
 - b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;
- B. Been convicted of any criminal violation of a state or federal antitrust statute;
- C. Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of Bids/Proposals for a public or private contract;
- D. Been convicted of a violation of the State Minority Business Enterprise Law, § 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- E. Been convicted of a violation of § 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- F. Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)–(5) above;

- G. Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of Bids/Proposals for a public or private contract;
- H. Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract;
- I. Been convicted of a violation of one or more of the following provisions of the Internal Revenue Code:
 - a) §7201, Attempt to Evade or Defeat Tax;
 - b) §7203, Willful Failure to File Return, Supply Information, or Pay Tax,
 - c) §7205, Fraudulent Withholding Exemption Certificate or Failure to Supply Information;
 - d) §7206, Fraud and False Statements, or
 - e) §7207 Fraudulent Returns, Statements, or Other Documents;
- J. Been convicted of a violation of 18 U.S.C. §286 Conspiracy to Defraud the Government with Respect to Claims, 18 U.S.C. §287, False, Fictitious, or Fraudulent Claims, or 18 U.S.C. §371, Conspiracy to Defraud the United States;
- K. Been convicted of a violation of the Tax-General Article, Title 13, Subtitle 7 or Subtitle 10, Annotated Code of Maryland;
- L. Been found to have willfully or knowingly violated State Prevailing Wage Laws as provided in the State Finance and Procurement Article, Title 17, Subtitle 2, Annotated Code of Maryland, if:
 - a) A court:
 - i) Made the finding; and
 - ii) Decision became final; or
 - b) The finding was:
 - i) Made in a contested case under the Maryland Administrative Procedure act; and
 - ii) Not overturned on judicial review;
- M. Been found to have willfully or knowingly violated State Living Wage Laws as provided in the State Finance and Procurement Article, Title 18, Annotated Code of Maryland, if:
 - a) A court:
 - i) Made the finding; and
 - ii) Decision became final; or
 - b) The finding was:
 - i) Made in a contested case under the Maryland Administrative Procedure act; and
 - ii) Not overturned on judicial review;
- N. Been found to have willfully or knowingly violated the Labor and Employment Article, Title 3, Subtitles 3, 4, or 5, or Title 5, Annotated Code of Maryland, if:
 - a) A court:
 - i) Made the finding; and
 - ii) Decision became final; or
 - b) The finding was:
 - i) Made in a contested case under the Maryland Administrative Procedure act; and
 - ii) Not overturned on judicial review; or
- O. Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§ B and C and subsections D(1)—(14) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current

positions and responsibilities with the business, and the status of any debarment):

AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension).

AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

- P. The business was not established and does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
 - Q. The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):
-
-

SUBCONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

- R. Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying Proposal that is being submitted; or
- S. In any manner, directly or indirectly, entered into any agreement of any kind to fix the Proposal price of the TO Contractor or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying Proposal is submitted.

CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT:

Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, State Department of Assessments and Taxation, and Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

CERTIFICATION REGARDING INVESTMENTS IN IRAN

- T. The undersigned certifies that, in accordance with State Finance and Procurement Article, §17- 705, Annotated Code of Maryland:
- a) 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 State Finance and Procurement Article, §17-702, Annotated Code of Maryland; and
 - b) It is not engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland.
- U. The undersigned is unable to make the above certification regarding its investment activities in Iran due to the following activities:

CONFLICT MINERALS ORIGINATED IN THE DEMOCRATIC REPUBLIC OF CONGO (FOR SUPPLIES AND SERVICES CONTRACTS)

I FURTHER AFFIRM THAT:

The business has complied with the provisions of State Finance and Procurement Article, §14-413, Annotated Code of Maryland governing proper disclosure of certain information regarding conflict minerals originating in the Democratic Republic of Congo or its neighboring countries as required by federal law.

I FURTHER AFFIRM THAT:

Any claims of environmental attributes made relating to a product or service included in the bid or proposal are consistent with the Federal Trade Commission's Guides for the Use of Environmental Marketing Claims as provided in 16 C.F.R. §260, that apply to claims about the environmental attributes of a product, package or service in connection with the marketing, offering for sale, or sale of such item or service.

ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this Proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

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

By: _____
Signature of Authorized Representative and Affiant

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

Printed Name of Authorized Representative and Affiant

Title: <<signatoryTitle>>

Title

Date:

Date

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Attachment D. Minority Business Enterprise (MBE) Forms

TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING REQUIREMENTS

CATS+ TORFP # E50B8400016

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.

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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 TO Contractor fails to accurately complete and submit this Affidavit and Schedule with the proposal as required, the Procurement Officer shall deem the proposal to be 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 Sub goals: Please review the solicitation for information regarding the Contract's MBE overall participation goals and sub goals. After satisfying the requirements for any established sub goals, the Contractor is encouraged to use a diverse group of subcontractors and suppliers from any/all of the various MBE classifications to meet the remainder of the overall MBE participation goal.
3. MBE means a minority business enterprise that is certified by the Maryland Department of Transportation ("MDOT"). Only MBEs certified by MDOT may be counted for purposes of achieving the MBE participation goals. In order to be counted for purposes of achieving the MBE participation goals, the MBE firm, including an MBE prime, must be MDOT-certified for the services, materials or supplies that it is committed to perform on the MBE Participation Schedule.
4. Please refer to the MDOT MBE Directory at www.mdot.state.md.us to determine if a firm is certified with the appropriate North American Industry Classification System ("NAICS") Code **and** the product/services description (specific product that a firm is certified to provide or specific areas of work that a firm is certified to perform). For more general information about NAICS, please visit www.naics.com. Only those specific products and/or services for which a firm is certified in the MDOT Directory can be used for purposes of achieving the MBE participation goals. **WARNING:** If the firm's NAICS Code is in **graduated status**, such services/products **may not be counted** for purposes of achieving the MBE participation goals. A NAICS Code is in the graduated status if the term "Graduated" follows the Code in the MDOT MBE Directory.
5. **Guidelines Regarding MBE Prime Self-Performance.** Please note that when a certified MBE firm participates as a prime contractor on a contract, a procurement agency may count the distinct, clearly defined portion of the work of the contract that the certified MBE firm performs with its own workforce toward fulfilling up to, but no more than, fifty-percent (50%) of the MBE participation goal (overall), including up to one hundred percent (100%) of not more than one of the MBE participation subgoals, if any, established for the contract.
 - ✓ In order to receive credit for self-performance, an MBE prime must list its firm in Section 4A of the MBE Participation Schedule, including the certification category under which the MBE prime is self-performing and include information regarding the work it will self-perform.
 - ✓ For the remaining portion of the overall goal and the subgoals, the MBE prime must also identify other certified MBE subcontractors (see Section 4B of the MBE Participation Schedule) used to meet those goals or request a waiver.
 - ✓ These guidelines apply to the work performed by the MBE Prime that can be counted for purposes of meeting the MBE participation goals. These requirements do not affect the MBE Prime's ability to self-perform a greater portion of the work in excess of what is counted for purposes of meeting the MBE participation goals.
 - ✓ Please note that the requirements to meet the MBE participation overall goal and subgoals are distinct and separate. If the Contract has subgoals, regardless of MBE Prime's ability to self-perform up to

50% of the overall goal (including up to 100% of any subgoal), the MBE Prime must either commit to other MBEs for each of any remaining subgoals or request a waiver. As set forth in **Attachment 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 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** sub goals (if applicable) set forth in the solicitation. If an TO Contractor is unable to achieve the MBE participation goal and/or any sub goals (if applicable), the TO Contractor 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 Sub goal summary below to assist in calculating the percentages and confirm that you have met the applicable MBE participation goal and sub goals, if any.

SUB GOALS (IF APPLICABLE)

TOTAL AFRICAN AMERICAN MBE PARTICIPATION:

<<MBEAFRICANAMERICANOWNEDSUBGOAL>>%

TOTAL ASIAN AMERICAN MBE PARTICIPATION: <<MBEASIANAMERICANSUBGOAL>>%

TOTAL HISPANIC AMERICAN MBE PARTICIPATION:

<<MBEHISPANICAMERICANOWNEDSUBGOAL>>%

TOTAL WOMEN-OWNED MBE PARTICIPATION: <<MBEWOMENOWNEDSUBGOAL>>%

OVERALL GOAL

TOTAL MBE PARTICIPATION (INCLUDE ALL CATEGORIES): <<15%>>%

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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 TO Contractor 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. E50B8400016, 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 <<15%>> percent and, if specified in the solicitation, the following sub goals (complete for only those sub goals that apply):

<<mbeAfricanAmericanownedSub goal>> % for African American-owned MBE firms

<<mbeHispanicAmericanownedSub goal>> % for Hispanic American-owned MBE firms

<<mbeAsianAmericanSub goal>> % for Asian American-owned MBE firms

<<mbeWomenownedSub goal>> % 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 sub goal(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 sub goals. I hereby request a waiver, in whole or in part, of the overall goal and/or sub goals. I acknowledge that by checking this box and requesting a partial waiver of the stated goal and/or one or more of the stated sub goal(s) if any, I must complete the MBE Participation Schedule (Item 4 below) for the portion of the goal and/or sub goal(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 sub goals, if any.

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

3. Information Provided to MBE firms

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

4. MBE Participation Schedule

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

Prime Contractor:	Project Description:	PROJECT/CONTRACT
TO Contractor Company Name, Street Address, Phone	<<projectDescription>>	NUMBER: <<Solicitation Number>>

LIST INFORMATION FOR EACH CERTIFIED MBE FIRM YOU AGREE TO USE TO ACHIEVE THE MBE PARTICIPATION GOAL AND SUBGOALS, IF ANY. **MBE PRIMES:** PLEASE COMPLETE BOTH SECTIONS A AND B BELOW.

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

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

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

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: _____ _____ _____
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.

TO Contractor: _____

TO Contractor Name (please print or type)

By: _____

Title: _____

Signature of Authorized Representative

Title

Printed Name: _____

Date: _____

Printed Name

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 sub goals) on a contract, the TO Contractor 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 sub goal(s).

Good Faith Efforts - The “Good Faith Efforts” requirement means that when requesting a waiver, the TO Contractor 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 TO Contractor 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 TO Contractor has made. The efforts employed by the TO Contractor should be those that one could reasonably expect an TO Contractor to take if the TO Contractor were actively and aggressively trying to obtain MBE participation sufficient to meet the MBE contract goal and sub goals. Mere *pro forma* efforts are not good faith efforts to meet the MBE contract requirements. The determination concerning the sufficiency of the TO Contractor’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 TO Contractor 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 TO Contractor 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 TO Contractor 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 TO Contractor 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 TO Contractor 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 TO Contractor’s Good Faith Efforts when the TO Contractor 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 TO Contractor shall make all reasonable efforts to solicit quotes from MBE Firms to perform that work.

- (b) TO Contractors 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 TO Contractors

- (a) When the procurement does not include a list of Identified Items of Work or for additional Identified Items of Work, TO Contractors should reasonably identify sufficient items of work to be performed by MBE Firms.
- (b) Where appropriate, TO Contractors 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 TO Contractor 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 TO Contractor shall make all reasonable efforts to solicit those MBE firms.
- (b) TO Contractors 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 TO Contractors

- (a) When the procurement does not include a list of Identified MBE Firms, TO Contractors 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 TO Contractor 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 TO Contractor 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 TO Contractor 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 TO Contractor 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 TO Contractor 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 TO Contractor 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

TO Contractors 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 TO Contractor 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 TO Contractor'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 TO Contractor;
 - (b) percentage difference between the MBE subcontractor's quote and the average of the other subcontractors' quotes received by the TO Contractor;
 - (c) percentage that the MBE subcontractor's quote represents of the overall contract amount;
 - (d) number of MBE firms that the TO Contractor 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 TO Contractor 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 TO Contractor 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 TO Contractor refers to the average of the quotes received from all subcontractors. TO Contractor 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 TO Contractor 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 TO Contractor concludes is not acceptable, the TO Contractor must provide a written detailed statement listing the reasons for this conclusion. The TO Contractor 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 TO Contractor 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 TO Contractor; 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 TO Contractor 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 TO Contractors in meeting the contract. For example, when the apparent successful TO Contractor fails to meet the contract goal, but others meet it, this reasonably raises the question of whether, with additional reasonable efforts, the apparent successful TO Contractor could have met the goal. If the apparent successful TO Contractor fails to meet the goal, but meets or exceeds the average MBE participation obtained by other TO Contractors, this, when viewed in conjunction with other factors, could be evidence of the apparent successful TO Contractor having made Good Faith Efforts.

IV. Documenting Good Faith Efforts

At a minimum, an TO Contractor 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 TO Contractor'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 TO Contractor concludes is not acceptable or qualified, a detailed statement of the reasons for the TO Contractor'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 TO Contractor concludes has provided an excessive or unreasonable price, a detailed statement of the reasons for the TO Contractor'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 TO Contractor 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 TO Contractor's Good Faith Efforts.
 2. Submit any other documentation the TO Contractor believes will help the Procurement Officer ascertain its Good Faith Efforts.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

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. E50B8400016

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 __

Prime Contractor:	Project Description:	PROJECT/CONTRACT
TO Contractor Company Name, Street Address, Phone	<<projectDescription>>	NUMBER: <<Solicitation Number>>

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

I affirm that I have reviewed **Attachment 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:

Company Name (please print or type)

By:

Signature of Authorized Representative

Printed Name:

Printed Name

Title:

Title

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 TO CONTRACTOR MADE AVAILABLE TO MBE FIRMS

PAGE __ OF __

Prime Contractor:	Project Description:	PROJECT/CONTRACT
TO Contractor Company Name, Street Address, Phone	<<projectDescription>>	NUMBER: <<Solicitation Number>>

Identify those items of work that the TO Contractor made available to MBE Firms. This includes, where appropriate, those items the TO Contractor 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 TO Contractor’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 TO Contractor should make all of those items of work available to MBE Firms or explain why that item was not made available. If the TO Contractor selects additional items of work to make available to MBE Firms, those additional items should also be included below.

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

Please check if Additional Sheets are attached.

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

PAGE __ OF __

Prime Contractor:	Project Description:	PROJECT/CONTRACT
TO Contractor Company Name, Street Address, Phone	<<projectDescription>>	NUMBER: <<Solicitation Number>>

Identify the MBE Firms solicited to provide quotes for the Identified Items of Work made available for MBE participation. Include the name of the MBE Firm solicited, items of work for which 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 TO Contractor should solicit all of those MBE Firms or explain why a specific MBE was not solicited. If the TO Contractor 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 TO Contractor that the MBE contractor refused to sign the Minority Contractor Unavailability Certificate (**Attachment D-1B - Exhibit A**). If the TO Contractor used a Non-MBE or is self-performing the identified items of work, Part 4 must be completed.

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

Please check if Additional Sheets are attached.

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

PAGE __ OF __

Prime Contractor:	Project Description:	PROJECT/CONTRACT
TO Contractor Company Name, Street Address, Phone	<<projectDescription>>	NUMBER: <<Solicitation Number>>

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

Describe Identified Items of Work Not Being Performed by MBE (Include spec/ section number from Proposal)	Self-performing or Using Non-MBE (Provide name)	Amount of Non-MBE Quote	Name of Other Firms who Provided Quotes & Whether MBE or Non-MBE	Amount Quoted	Indicate Reason Why MBE Quote Rejected & Briefly Explain
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE	\$ _____	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE	\$ _____	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE	\$ _____	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE	\$ _____	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE	\$ _____	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<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. E50B8400016, I state the following:

1. TO Contractor identified subcontracting opportunities in these specific work categories:

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

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

4. **Please Check One:**

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

5. **Please Check One:**

TO Contractor did attend the pre-proposal conference.

No pre -proposal meeting/conference was held.

TO Contractor 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

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

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 TO Contractor 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. E50B8400016, 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.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

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

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

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 TO Contractor 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

Company Address

Phone: _____

Printed Name

Title: _____

By: _____

Signature of Authorized Representative

Date: _____

D-4A

Minority Business Enterprise Participation
MBE Prime Contractor Paid/Unpaid Invoice Report

Report #:		Contract #: E50B8400016			
Reporting Period (Month/Year):		Contracting Unit: State Department of Assessments & Taxation			
Prime Contractor: Report is due to the MBE Liaison by the 15th of the month following the month the services were provided. Note: Please number reports in sequence		Contract Amount:			
		MBE Subcontract Amt:			
		Project Begin Date:			
		Project End Date:			
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:		
	Invoice #	Amount		Invoice #	Amount
1.			1.		
2.			2.		
3.			3.		
4.			4.		
Total Dollars Paid: \$			Total Dollars Unpaid: \$		

- If more than one MBE subcontractor is used for this contract, you must use separate **Attachment 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):**

Christina Trotta
 TO Manager

301 West Preston Street, Room 808,
 Baltimore, MD 21201

Address
 christina.trotta1@maryland.gov

Email

Signature (Required)

State Department of Assessments & Taxation
 Contracting Unit

City, State Zip

410.767.3075

Phone Number

Date

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

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

Christina Trotta	State Department of Assessments & Taxation
_____	_____
TO Manager	Contracting Unit
301 West Preston Street, Room 808, Baltimore, MD 21201	_____
_____	_____
Address	City, State Zip
christina.trotta1@maryland.gov	410.767.3075
_____	_____
Email	Phone Number
_____	_____
Signature (Required)	Date

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

Report #:		Contract #: E50B8400016			
Reporting Period (Month/Year):		Contracting Unit: State Department of Assessments & Taxation			
Report is due by the 15th of the month following the month the services were performed.		MBE Subcontract Amt:			
		Project Begin Date:			
		Project End Date:			
		Services Provided:			
MBE Subcontractor Name:					
MDOT Certification #:					
Contact Person:					
Address:					
City:		State:		ZIP:	
Phone:	FAX:	E-mail:			
Subcontractor Services Provided:					
List all payments received from Prime Contractor during reporting period indicated above.			List dates and amounts of any unpaid invoices over 30 days old.		
	Invoice Amount	Date		Invoice Amount	Date
1.			1.		
2.			2.		
3.			3.		
4.			4.		
Total Dollars Paid: \$			Total Dollars Unpaid: \$		
Prime Contractor:			Contract Person:		

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

Christina Trotta <hr/> TO Manager 301 West Preston Street, Room 808, Baltimore, MD 21201 <hr/> Address christina.trotta1@maryland.gov <hr/> Email <hr/> Signature (Required)	State Department of Assessments & Taxation <hr/> Contracting Unit <hr/> City, State Zip 410.767.3075 <hr/> Phone Number <hr/> Date
---	---

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

**E-1
VSBE Utilization Affidavit and Prime/Subcontractor Participation Schedule**

(submit with Proposal)

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

In conjunction with the Proposal submitted in response to Solicitation No. <<E50B8400016>>, I affirm the following:

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

OR

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

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

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

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

E-1 VSBE Subcontractor Participation Schedule

Prime Contractor: TO Contractor Company Name, Street Address, Phone	Project Description: <<projectDescription>>	PROJECT/CONTRACT NUMBER: <<Solicitation Number>>
--	---	---

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

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

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

Continue on a separate page, if needed.

SUMMARY

TOTAL VSBE Participation: <<vsbeGoal>>%

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

PLEASE PRINT OR TYPE

Company: _____
Company Name (please print or type)

Printed Name: _____
Printed Name

Title: _____
Title

Address: _____
Company Address

By: _____
Signature of Authorized Representative

Date: _____

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

**E-1A
VSBE Subcontractor Unavailability Certificate**

1. It is hereby certified that the firm of _____
(Name of Veteran-owned firm)

located at _____
(Number) (Street)

(City) (State) (Zip)

was offered an opportunity to bid on Solicitation No. <<solicitationNumber>>

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

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

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

(USDVA #) (Telephone #)

3. To be completed by the prime contractor if Section 2 of this form is not completed by the veteran-owned firm.
To the best of my knowledge and belief, said Veteran-Owned Small Business Enterprise is either unavailable for the work/service for this project, is unable to prepare a proposal, or did not respond to a request for a price proposal and has not completed the above portion of this submittal.

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

E-2
VSBE Subcontractor Participation Statement

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

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

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

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

Prime Contractor

Subcontractor

Printed Name: _____
Printed Name

Title: _____
Printed Title

By: _____
Signature of Authorized Representative

Date: _____
Date

Printed Name: _____
Printed Name

Title: _____
Title

By: _____
Signature of Authorized Representative

Date: _____
Date

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

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

Prime Contractor:		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 VSBE subcontractor named above during this reporting period:		List dates and amounts of any outstanding invoices:	
	Invoice #	Amount	
	Invoice #	Amount	
1.			1.
2.			2.
3.			3.
4.			4.
Total Dollars Paid: \$		Total Dollars Unpaid: \$	

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

<<contractManagerName>>

 TO Manager

<<contractManagerAddress>>

 Address

<<contractManageremail>>

 Email

 Contractor Signature (Required)

<<issuingAgencyName>>

 Contracting Unit

 City, State Zip

<<contractManagerPhoneNumber>>

 Phone Number

 Date

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

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

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

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

<<contractManagerName>>

 TO Manager

<<contractManagerAddress>>

 Address

<<contractManageremail>>

 Email

 Subcontractor Signature (Required)

<<issuingAgencyName>>

 Contracting Unit

 City, State Zip

<<contractManagerPhoneNumber>>

 Phone Number

 Date

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

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.dlir.state.md.us/labor/prev/livingwage.shtml> and clicking on Living Wage for State Service Contracts.

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F-1 Maryland Living Wage Requirements Affidavit of Agreement

Contract No. E50B8400016

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):

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

A. Federal Funds Attachments

This solicitation does not include a Federal Funds Attachment.

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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 TO Contractor, 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 TO Contractor 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 TO Contractor agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the TO Contractor 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 TO Contractor 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

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Attachment I. Non-Disclosure Agreement for SAAS

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

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Attachment J. HIPAA Business Associate Agreement

This solicitation does not require a HIPAA Business Associate Agreement.

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Attachment K. Mercury Affidavit

This solicitation does not include the procurement of products known to likely include mercury as a component.

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Attachment L. Location of the Performance of Services Disclosure

This solicitation does not require a Location of the Performance of Services Disclosure.

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Attachment M. Task Order Agreement

CATS+ TORFP# E50B8400016 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, State Department of Assessments & Taxation (SDAT 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 State Department of Assessments & Taxation, as identified in the CATS+ TORFP # E50B8400016.
 - b. “CATS+ TORFP” means the Task Order Request for Proposals # E50B8400016, 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 <<TO Procurement Officer>>. The Department may change the TO Procurement Officer at any time by written notice.
 - e. “TO Agreement” means this signed TO Agreement between SDAT and TO Contractor.
 - f. “TO Contractor” means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is _____.
 - g. “TO Manager” means Christina Trotta. 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

Unless terminated earlier as provided in the Master Contract, the term of this TO Agreement shall commence as of the "Effective Date" and expire on the **third (3rd)** anniversary thereof. At the sole option of the State, this TO Agreement may be extended for two (2) one-year periods for a total TO Agreement period ending on **May 31, 2023**.

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

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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, SDAT

By: Tara Gray, TO Procurement Officer

Date

Witness: _____

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

Assistant Attorney General

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Attachment N. Certification Regarding Investments in Iran

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

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

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

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

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

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

CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

(ii) it is not engaging in investment activities in Iran as described in State Finance & Procurement Article, §17-702.

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

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____ Title: _____

Witness Name (Typed or Printed): _____

Witness Signature and Date: _____

Attachment O.1 List of Annual Batch Jobs

Commented [SJ1]: I suspect vendors will ask for this and the next attachment in excel form so it is easier to read/calculate.

ATTACHMENT O.1

LIST OF ANNUAL BATCH JOBS
MBES

<u>DESCRIPTION</u>	<u>CYCLE DATE</u> (Data Available)	<u>ANNUAL VOLUME</u>	<u>REQUIRED TURNAROUND</u>
Bulk Estimate Form	Late July	12,500	8-10 working days
Domestic Courtesy Notice	Late July	10,000	8-10 working days
Foreign Courtesy Notice	Late August	10,250	8-10 working days
Domestic Final Notice	Late September	41,000	10-15 working days
Foreign Final Notice	Late October	7,500	5-7 working days

LIST OF ANNUAL BATCH JOBS
REAL PROPERTY

Supplemental Notice - #1*	3 rd week of January	20,000	10 working days
Supplemental Notice - #2*	3 rd week of February	15,000	10 working days
Supplemental Notice - #3*	3 rd week of March	8,000	5 working days
Supplemental Notice - #4*	3 rd week of April	5,000	5 working days
Commercial & Industrial Letters and Questionnaire Over \$5 Million Properties	2 nd week of February	2,500	5 working days
Commercial & Industrial Letters and Questionnaire Under \$5 Million Properties	2 nd week of February	15,500	10 working days
Commercial & Industrial Letters and Questionnaire Over \$5 Million Properties Second Mailing	2 nd week of May	2,500	5 working days

All the above require:

Size: 8-1/2" X 11" paper

Ink: Black

Paper: White Standard Weight, 90 + brightness

Envelope: #10 regular

All of the above (except those marked with an asterisk (*) and in bold) require no special requirements.

The supplemental notices marked with an asterisk (*) and in bold have special requirements:

Questionnaire Insert.

Attachment O.2 Outsourcing Center Report

ATTACHMENT Q.2

Outsourcing Center Report - December 2017					
Corporate Charter (36003)					
	Pages	% of Division Work	% of Total Work	Pages YTD	% of YTD Work
BADCHK =	0	0.00%	0.00%	0	0.00%
CACCPY =	8239	71.96%	27.18%	90765	13.61%
CHKBAD =	0	0.00%	0.00%	0	0.00%
CHTACC =	0	0.00%	0.00%	0	0.00%
CHTREJ =	0	0.00%	0.00%	0	0.00%
CRBLNK =	0	0.00%	0.00%	0	0.00%
CREJCT =	163	1.42%	0.54%	4943	0.74%
CRTGST =	867	7.57%	2.86%	29053	4.36%
CRTGRE =	0	0.00%	0.00%	32	0.00%
FC1NOT =	0	0.00%	0.00%	0	0.00%
FC2NOT =	0	0.00%	0.00%	0	0.00%
FD1NOT =	0	0.00%	0.00%	0	0.00%
FD2NOT =	0	0.00%	0.00%	0	0.00%
FF1NOT =	0	0.00%	0.00%	0	0.00%
FF2NOT =	0	0.00%	0.00%	0	0.00%
FORFC1 =	1	0.01%	0.00%	19020	2.85%
FORFC2 =	0	0.00%	0.00%	325	0.05%
FORFD1 =	8	0.07%	0.03%	21	0.00%
FORFD2 =	0	0.00%	0.00%	2	0.00%
FORFF1 =	1	0.01%	0.00%	6	0.00%
FORFF2 =	0	0.00%	0.00%	2	0.00%
GRCERT =	16	0.14%	0.05%	225	0.03%
GRRENT =	0	0.00%	0.00%	4	0.00%
PENREF =	0	0.00%	0.00%	0	0.00%
PENRFD =	10	0.09%	0.03%	18	0.00%
RDUPNS =	34	0.30%	0.11%	434	0.07%
RECDUP =	0	0.00%	0.00%	0	0.00%
RECNOP =	0	0.00%	0.00%	0	0.00%
RFENRM =	7	0.06%	0.02%	142	0.02%
RINCID =	0	0.00%	0.00%	1	0.00%
RNOPEN =	0	0.00%	0.00%	3	0.00%
RSOSTD =	98	0.86%	0.32%	1338	0.20%
SOPACC =	77	0.67%	0.25%	3183	0.48%
SOPAFD =	10	0.09%	0.03%	55	0.01%
SOPSTD =	6	0.05%	0.02%	592	0.09%
SRVPRC =	0	0.00%	0.00%	0	0.00%
STDRSN =	0	0.00%	0.00%	0	0.00%
TRDNEW =	1153	10.07%	3.80%	21040	3.15%
TRDSTD =	760	6.64%	2.51%	4037	0.61%
TRENEW =	0	0.00%	0.00%	0	0.00%
Total =	11450		37.78%	175241	26.27%
Corporate Receipts (36003)					
	Pages	% of Division Work	% of Total Work	Pages YTD	% of YTD Work
PENINC =	0	0.00%	0.00%	0	0.00%
RDUPFL =	49	17.50%	0.16%	1706	0.26%
RDUPPN =	34	12.14%	0.11%	438	0.07%
RECFEE =	0	0.00%	0.00%	0	0.00%
RECFIL =	0	0.00%	0.00%	0	0.00%
RECINC =	0	0.00%	0.00%	0	0.00%
RECNOF =	0	0.00%	0.00%	0	0.00%
RECNRQ =	0	0.00%	0.00%	0	0.00%
RECPPD =	0	0.00%	0.00%	0	0.00%
RFEFIN =	0	0.00%	0.00%	0	0.00%
RFEERQ =	105	37.50%	0.35%	5201	0.78%
RNOFEE =	57	20.36%	0.19%	588	0.09%
RNOREQ =	27	9.64%	0.09%	410	0.06%
RPENAM =	1	0.36%	0.00%	26	0.00%
RPENRM =	7	2.50%	0.02%	142	0.02%
Total =	280		0.92%	8511	1.28%

Personal Property (51012)					
	Pages	% of Division Work	% of Total Work	Pages YTD	% of YTD Work
BUSEXM =	0	0.00%	0.00%	0	0.00%
DSCRY1 =	0	0.00%	0.00%	0	0.00%
DSCRY2 =	0	0.00%	0.00%	0	0.00%
DSCRY3 =	0	0.00%	0.00%	0	0.00%
DSCRY4 =	0	0.00%	0.00%	0	0.00%
ESNOTE =	0	0.00%	0.00%	0	0.00%
EXTAMT =	0	0.00%	0.00%	18	0.00%
EXTDLT =	0	0.00%	0.00%	108	0.02%
EXTDUP =	0	0.00%	0.00%	16	0.00%
EXTFEE =	0	0.00%	0.00%	0	0.00%
EXTIDO =	0	0.00%	0.00%	0	0.00%
EXTSTD =	0	0.00%	0.00%	11	0.00%
FNLNOT =	0	0.00%	0.00%	0	0.00%
PDSCY1 =	0	0.00%	0.00%	0	0.00%
PDSCY2 =	309	5.24%	1.02%	309	0.05%
PDSCY3 =	0	0.00%	0.00%	0	0.00%
PDSCY4 =	0	0.00%	0.00%	0	0.00%
PDSCY5 =	0	0.00%	0.00%	0	0.00%
PDSCY6 =	0	0.00%	0.00%	0	0.00%
PDSCY7 =	0	0.00%	0.00%	0	0.00%
PDSCY8 =	0	0.00%	0.00%	0	0.00%
PENDEL =	0	0.00%	0.00%	0	0.00%
PENDLT =	634	10.76%	2.09%	6155	0.92%
PENNOT =	0	0.00%	0.00%	0	0.00%
PENNTE =	1791	30.40%	5.91%	21320	3.20%
PENORG =	0	0.00%	0.00%	0	0.00%
PENREM =	0	0.00%	0.00%	0	0.00%
PENREV =	14	0.24%	0.05%	175	0.03%
PENRMV =	131	2.22%	0.43%	1325	0.20%
PPCERT =	723	12.27%	2.39%	8370	1.25%
PPESMT =	8	0.14%	0.03%	17269	2.59%
PPFINL =	0	0.00%	0.00%	1	0.00%
PPREJ =	0	0.00%	0.00%	0	0.00%
PPCERT =	723	12.27%	2.39%	8370	1.25%
PRCERT =	0	0.00%	0.00%	0	0.00%
PPNOTE =	1332	22.61%	4.39%	138853	20.82%
PRNOTE =	0	0.00%	0.00%	0	0.00%
RPENRM =	7	0.12%	0.02%	142	0.02%
RPPSTD =	122	2.07%	0.40%	5587	0.84%
RSOSTD =	98	1.66%	0.32%	1338	0.20%
Total =	5892		19.44%	209367	31.39%
UCC (37003)					
	Pages	% of Division Work	% of Total Work	Pages YTD	% of YTD Work
UACCP =	3187	92.16%	10.51%	8557	1.28%
UCCACC =	0	0.00%	0.00%	0	0.00%
UCCREJ =	0	0.00%	0.00%	0	0.00%
UCCSTD =	0	0.00%	0.00%	0	0.00%
UREJCT =	95	2.75%	0.31%	385	0.06%
USTDAL =	176	5.09%	0.58%	465	0.07%
UEBTR =	7	0.20%	0.02%	7	0.00%
Total =	3458		11.41%	9407	1.41%
Internet Jobs(37003)					
	Pages	% of Internet Work	% of Total Work	Pages YTD	% of YTD Work
CRBLNK =	0	100%	0.00%	0	0.00%

Real Property Notices 20112					
	Pages	% of Division Work	% of Total Work	Pages YTD	% of YTD Work
ADDR CHG =	0	0.00%	0.00%	19	0.00%
CI5F =	0	0.00%	0.00%	45	0.01%
CNIF =	0	0.00%	0.00%	0	0.00%
CYCLE =	0	0.00%	0.00%	68	0.01%
FINAL =	656	73.96%	2.16%	44641	6.69%
GENNOT =	0	0.00%	0.00%	29180	4.37%
HNT =	231	26.04%	0.76%	16412	2.46%
Total =	887		2.93%	90365	13.55%
Tax Credits 81001					
	Pages	% of Division Work	% of Total Work	Pages YTD	% of YTD Work
CERTS =	0	0.00%	0.00%	0	0.00%
DENIAL =	1441	36.10%	4.75%	14126	2.12%
REJECTS =	2551	63.90%	8.42%	21539	3.23%
RNLATE =	0	0.00%	0.00%	2	0.00%
RNINFO =	655	16.41%	2.16%	5029	0.75%
RNTDNL =	113	2.83%	0.37%	4091	0.61%
Total =	3992		13.17%	35665	5.35%
Homestead Credit (82003)					
	Pages	% of Internet Work	% of Total Work	Pages YTD	% of YTD Work
HOMDNL =	633	14.55%	2.09%	7498	1.12%
HOMTRN =	1195	27.46%	3.94%	108648	16.29%
HOMSTD =	1203	27.65%	3.97%	16347	2.45%
HMINFO =	1291	29.67%	4.26%	4988	0.75%
HMINF1 =	29	0.67%	0.10%	944	0.14%
HOMSPH =	0	0.00%	0.00%	0	0.00%
HOMSBX =	0	0.00%	0.00%	0	0.00%
HOMSVX =	0	0.00%	0.00%	0	0.00%
Total =	4351		14.35%	138425	20.75%
Total =	30310			YTD Total = 666981	

Attachment P. Listing of SDAT Printers

ATTACHMENT P

Listing of SDAT Printers

T Number	Back-Up Printer	Make and Model	Serial Number	Building	Floor	Physical Location	I.P. Address	Tag#	RIPPT	PURCHASE YEAR
T880	T889	Phaser 5550 DN	KPA017833	301	8th	Charter – Near doorway to public	10.9.27.162	62892	RIPPT096	2012
T881	T890	Phaser 6700 DT	AB9777384	301	8th	Charter – Across from Program Manager's office	10.9.25.21	62941	RIPPT095	2013**
T882	T884	Phaser 5550 DN	KPA017344	301	8th	Charter – Across from Program Manager's office	10.9.25.48	62416	RIPPT094	2012
T884	T882	Phaser 5550 DN	KPA021350	301	8th	Charter – Legal	10.9.27.150	62944	RIPPT092	2013**
T885	N/A	Phaser 5550 DN	KPA017817	300	5th	Accounting - Room 511	10.9.25.29	62891	RIPPT091	2012
T886	T887	Phaser 5550 DN	KPA008599	301	8th	Personal Property - between Georgann Fell and Koya Asanti	10.9.27.91	NO TAG #16*	RIPPT081	2009
T887	T886	Phaser 4400 DX	LDT101360	301	9th	Personal Property - Room 903	10.9.25.27	50508	RIPPT089	2003
T889	T880	Phaser 5550 DT	KPA018500	301	8th	Charter – Public Area	10.9.25.46	62910	RIPPT087	2012
T890	T881	Phaser 6700 DT	AB9777378	301	8th	Charter – Public Area (next to doorway)	10.9.25.47	62939	RIPPT086	2013**
T891	N/A	Phaser 5400	KPA021176	300	4th	OIT - Suite 403	10.9.25.18	62945	RIPPT085	2013
T892	N/A	Xerox 700X	MAY780303	301	9th	Print Outsourcing Center/Mel	10.9.25.177	LEASE**	RIPPT084	N/A
T893	N/A	Phaser 5550 DT	KPA021348	301	8th	Charter – UCC Area	10.9.27.8	62946	RIPPT083	2013**

*This printer was replaced free of charge under a service contract with Xerox therefore, there was no dollar amount associated with its procurement. We were advised by Agency Inventory Coordinator not to tag this printer with an SDAT inventory tag.

Appendix 1. – Abbreviations and Definitions

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

- A. Annapolis Data Center (ADC) – mainframe data center in Annapolis that is managed by the Comptroller of Maryland.
- B. Application Program Interface (API) - Code that allows two software programs to communicate with each other
- C. 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.
- D. Access - The ability or the means necessary to read, write, modify, or communicate data/information or otherwise use any information system resource
- E. 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).
- F. COMAR – Code of Maryland Regulations available on-line at <http://www.dsd.state.md.us/COMAR/ComarHome.html>.
- G. Data Breach – The unauthorized acquisition, use, modification or disclosure of State data, or other Sensitive Data.
- H. Effective Date - The date of mutual TO Agreement execution by the parties.
- I. 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.
- J. Information System – A discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.
- K. Information Technology (IT) – All electronic information-processing hardware and software, including: (a) maintenance; (b) telecommunications; and (c) associated consulting services
- L. 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**.
- M. 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.
- N. 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.
- O. Normal State Business Hours - Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except State Holidays, which can be found at: www.dbm.maryland.gov – keyword: State Holidays.
- P. 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.
- Q. NTP Date – The date specified in a NTP for work on Task Order, project or Work Order to begin.
- R. TO Contractor – A Master Contractor that submits a Proposal in response to this TORFP.

- S. 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.
- T. 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.
- U. State Department of Assessments & Taxation or (SDAT or the “Department”)
- V. SDAT Business Hours, M-F 8:00 am – 4:30 pm, except State Holidays.
- W. 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.
- X. Security or Security Measures – The technology, policy and procedures that a) protects and b) controls access to networks, systems, and data
- Y. 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
- Z. Service Level Agreement (SLA) - Commitment by the TO Contractor to the Department that defines the performance standards the TO Contractor is obligated to meet.
- AA. 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
- BB. 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.
- CC. 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
- DD. 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.
- EE. State – The State of Maryland.

- FF. 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.
- GG. System Availability – The period of time the Solution works as required excluding non-operational periods associated with planned maintenance.
- HH. 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
- II. Task Order (TO) – The scope of work described in this TORFP.
- JJ. TO Agreement - The contract awarded to the successful TO Contractor pursuant to this Task Order Request for Proposals, the form of which is attached to this TORFP as **Attachment M**.
- KK. 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.
- LL. TO Proposal – As appropriate, either or both of an TO Contractor’s TO Technical or TO Financial Proposal.
- MM. Technical Safeguards – The technology and the policy and procedures for its use that protect State Data and control access to it.
- NN. 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.
- OO. Total Proposal Price - The TO Contractor’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**).
- PP. Upgrade - A new release of any component of the Solution containing major new features, functionality and/or performance improvements.
- QQ. 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.

RR. 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.

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Appendix 2. – TO Contractor Information Sheet

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

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Appendix 3. Deliverable Product Acceptance Form (DPAF)

Agency Name: State Department of Assessments & Taxation
TORFP Title: Strategic Enterprise Application Network (SEAN)
TO Manager: Christina Trotta, 410.767.3705

To: <<offerorCompanyName>>

The following deliverable, as required by Project Number (TORFP #): **E50B8400016** has been received and reviewed in accordance with the TORFP.

Title of deliverable: _____

TORFP Reference Number: Section # _____

Deliverable Reference ID # _____

This deliverable:

- Is accepted as delivered.
 Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

TO Manager Signature

Date

Appendix 4. Work Order Form

WORK ORDER		Work Order #	Contract #		
			E50B8400016		
This Work Order is issued under the provisions of the Contract. The services authorized are within the scope of services set forth in the Purpose of the Work Order.					
Purpose					
Statement of Work Requirements:					
Deliverable(s), Acceptance Criteria and Due Date(s):					
Deliverables are subject to review and approval by SDAT prior to payment. (Attach additional sheets if					
Start Date		End Date			
Cost					
Description for Task / Deliverables	Quantity (if applicable)	Labor Hours (Hrs.)	Labor Rate	Estimated Total	
1.			\$	\$	
2.			\$	\$	
*Include WBS, schedule and response to requirements.		SDAT shall pay an amount not to exceed		\$	
Contractor			Agency Approval		
(Signature) Contractor Authorized Representative (Date)			(Signature) Contract Monitor (Date)		
POC	(Print Name)		Contract Monitor	Lisa Broznowicz	
Telephone No.			Telephone No.	410-767-4407	
E-mail:			E-mail:	lisa.broznowicz@maryland.gov	

Appendix 5. 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 Transportation Authority 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 E50B8400016 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 6. 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 CATS+ Labor Category that best fits each proposed resource. A Master Contractor may only propose against labor categories in the Master Contractor's CATS+ Master Contract Financial Proposal.
 - c. A Master Contractor's entire TO Technical Proposal will be deemed not susceptible for award if any of the following occurs:
 - i. Failure to follow these instructions.
 - ii. Failure to propose a resource for each job title or labor category identified in the TORFP as a required submission.
 - iii. Failure of any proposed resource to meet minimum requirements as listed in this TORFP and in the CATS+ Master Contract.
 - iv. Placing content on the **Minimum Qualifications Summary** that is not also on the **Personnel Resume 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 <<4>>A)** and the **Personnel Resume Form (Appendix <<4>>B)** 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 <<4>>B)** 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.

5. LABOR CATEGORIES

Administrator, Systems

Duties: Monitor and coordinate all data system operations, including security procedures, and liaison with end users. Ensure that necessary system backups are performed and storage and rotation of backups is accomplished. Monitor and maintain records of system performance and capacity to arrange vendor services or other actions for reconfiguration and anticipate requirements for system expansion. Assist managers to monitor and comply with State data security requirements. Coordinate software development, user training, network management and minor installation and repair of equipment.

Education: An Associate's degree from an accredited college or university in Computer Science, Information Systems, Business or other related technical discipline. A Bachelor's Degree in one of the above disciplines equals one-year specialized and two (2) years general experience. An additional year of specialized experience may be substituted for the required education.

General Experience: Two (2) years of experience in a computer-related field.

Specialized Experience: One (1) year of experience administering multiuser, shared processor systems and data communications networks.

Analyst, Computer Software/Integration (Senior)

Duties: Must be knowledgeable in implementing computer systems in a phased approach of requirements analysis and conceptual design, site survey, system design review, critical design review, installation, integration, and testing. Must be knowledgeable in performing requirements analysis for a wide range of users in areas such as office automation, and finance and accounting. Must be able to present system designs for user approval at formal reviews. Must be capable of performing configuration management, software integration, interpreting software test results, and recommending solutions for unsatisfactory test results. Must be knowledgeable in life-cycle support, including maintenance, administration, and management. Must be able to provide solutions to identified software problem reports.

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline. A Master's Degree is preferred.

General Experience: Must have eight (8) years of progressive working experience as a computer specialist or a computer systems analyst.

Specialized Experience: At least five (5) years of experience as a Computer Systems Analysts

Analyst, Computer Systems (Junior)

Duties: Develops requirements for information systems from a project's inception to conclusion. Develops required specifications for simple to moderately complex systems. Assists senior computer systems analyst in preparing input and test data for the proposed system.

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field.

General Experience: Must have three (3) years of computer experience in assignments of a technical nature working under close supervision and direction.

Specialized Experience: At least one (1) year of experience in analyzing and programming applications on large-scale or mid-tier computers (or LAN-based) with a minimum of one (1) year of design and programming of moderately complex IT systems.

Analyst Systems (Senior)

Duties: Serves as a computer systems expert on assignments that typically involve establishing automated systems, where concern is with overall life cycle structure; and conducts feasibility studies from design, implementation and post-implementation evaluation from a number of possible approaches. Design criteria must be established to accommodate changes in legislation, mission, or functional program requirements.

Education: Bachelor's Degree from an accredited college or university in Computer Science, Systems Analysis, Information Systems or a related field. A Master's Degree in a related field of information technology is preferred.

General Experience: A minimum of eight (8) years of experience in information technology systems analysis.

Specialized Experience: At least five (5) years of the experience in the design of business applications on complex IT systems. Requires a broad knowledge of data sources, data flow, system interactions, advanced computer equipment and software applications, and advanced systems design techniques to develop solutions to unyielding complex problems and to advise officials on systems design and IT forecasts.

Application Developer, Advanced Technology

Duties: Must be able to translate applications requirements into web-based solutions using available technology. Must be able to apply new and emerging technologies to the software development process.

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field.

General Experience: Must have two (2) years of computer experience in at least two of the following disciplines: systems analysis, systems programming, application programming, and equipment analysis.

Specialized Experience: At least one (1) year of experience developing applications using advanced technologies, such as Internet protocols or web-based technology. Technologies include HTML, CGI applications, PERL or Javascript, and Java.

Application Developer, Advanced Technology (Senior)

Duties: Must be able to translate applications requirements into web-based solutions using available technology. Must be able to apply new and emerging technologies to the software development process.

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or five (5) years of equivalent experience in a related field. A Master's Degree is preferred.

General Experience: Must have three (3) years of computer experience in at least two of the following disciplines: system analysis, system programming, application programming, and equipment analysis.

Specialized Experience: At least one (1) year of experience developing applications using advanced technologies, including Internet protocols or web-based technology. Technologies include HTML, CGI applications, PERL or Javascript, and Java

Applications Development Expert

Duties: Provides design recommendations based on long-term IT organization strategy. Develops enterprise level application and custom integration solutions including major enhancements and interfaces, functions and features. Uses a variety of platforms to provide automated systems applications to customers.

Provides expertise regarding the integration of applications across the business. Determines specifications, then plans, designs, and develops the most complex and business critical software solutions, utilizing appropriate software engineering processes – either individually or in concert with a project team. Will assist in the most difficult support problems.

Develops programming and development standards and procedures as well as programming architectures for code reuse. Has in-depth knowledge of state-of-the art programming languages and object-oriented approach in designing, coding, testing and debugging programs. Understands and consistently applies the attributes and processes of current application development methodologies. Researches and maintains knowledge in emerging technologies and possible application to the business. Viewed both internally and externally as a technical expert and critical technical resource across multiple disciplines. Acts as an internal consultant, advocate, mentor and change agent.

Education: Preference for a Bachelor's or Master's Degree in Computer Science, Information Systems, or other related field or equivalent work experience.

General Experience: At least seven (7) years of IT and business/industry work experience.

Specialized Experience: At least three (3) years as Technical expert in IT organization. Coaches and mentors more junior technical staff. Provides technical input into the most complex and high impact IT decisions. Accountable for the most complex enterprise-wide applications and issues, translating highly complex concepts for peers and customers.

Architect, Internet/Web

Duties: Responsible for analyzing assigned specifications, planning, designing and developing solutions, utilizing appropriate Internet/Intranet/Extranet architecture processes supporting a wide range of business process. Provides appropriate documentation for object design decisions, estimating assumptions, applets and performance metrics – as required by organization architecture process standards, or as assigned. Responsible for minimizing the issues between the client and the server applications and for the overall setup and design of the Internet and web server architecture. Impact and complexity of this job increases if organization is utilizing Internet solutions (vs. only Intranet), especially those with significant business impact (e.g., e-business).

Education: Preference for a Bachelor's Degree in Computer Science, Information Systems, or other related field or equivalent work experience.

General Experience: At least five (5) years of IT work experience.

Specialized Experience: Has worked independently or as a part of a team under general supervision and coached more junior technical staff. Technical expert in IT organization. Provides input into highly complex and high impacting decisions as it relates to area of expertise.

Applications Programmer

Duties: Analyzes functional business applications and design specifications for functional areas such as finance, accounting, personnel, manpower, logistics, and contracts. Develops block diagrams and logic flowcharts. Translates detailed design into computer software. Tests, debugs, and refines the computer software to produce the required product. Prepares required documentation, including both program-level and user-level documentation. Enhances software to reduce operating time or improve efficiency. Provides technical direction to programmers as required to ensure program deadlines are met.

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field. A Master's Degree is preferred.

General Experience: Must have five (5) years of computer experience in information systems design.

Specialized Experience: At least three (3) years of experience as an application programmer on large-scale DBMS, knowledge of computer equipment, and ability to develop complex software to satisfy design objectives.

Architect, Application (Senior)

Duties: Manages major projects that involve providing professional support services and/or the integration, implementation and transition of large, complex systems. Provides design and development of e-government solutions, and is responsible for technical design and implementation of the architecture. Designs, develops and maintains infrastructure and backend applications. Provides expertise on defining the role of broadband and wireless applications. Provides definition of current State architecture blueprints. Provides expertise with web servers, gateways, and application servers and content management systems. Provides experience in web application technologies and middleware solutions. Researches new technologies and products for their applicability to business processes. Must be able to compare various solutions and determine the most suitable. Ensures that development efforts are well planned and in agreement with standards.

Education: Bachelor's Degree from an accredited college or university in Engineering, Computer Science, Mathematics or other related scientific or technical discipline. Master's degree preferred.

General Experience: At least 10 years of experience planning, designing, building, and implementing IT application systems. Must have led or been chief architect in a major IT applications implementation effort. Must have a strong background in software engineering principles and techniques.

Specialized Experience: At least six (6) years of experience in designing medium to large-scale sites and management of at least five Internet projects.

Architect, Information Technology (Senior)

Duties: Provides expertise in the most current principles and practices of architecture data management systems and experience in large system designs, and with data modeling in the information management arena. Provides expertise in modeling and organizing information to facilitate support of projects or information architectures. Provides guidance on how and what to data and process model. Primarily deals with transition planning from legacy to modern systems by concentrating on information flows, data exchange, and data translation standardization services.

Education: Bachelor's Degree from an accredited college or university with a major in Engineering, Computer Science, Mathematics or a related field. Master's degree preferred.

General Experience: At least ten (10) years of experience planning, designing, building, and implementing IT systems.

Specialized Experience: At least five (5) years of the required ten (10) years of experience must be in the direct supervision and management of major projects that involve providing professional support services and/or the integration, implementation and transition of large complex system and subsystem architectures. Must have led or been chief architect in major IT implementation efforts. Must demonstrate a broad understanding of client IT environmental issues and solutions and be a recognized expert within the IT industry. Must demonstrate advanced abilities to team and mentor and possess demonstrated excellence in written and verbal communication skills.

Architect, Internet/Web

Duties: Responsible for analyzing assigned specifications, planning, designing and developing solutions, utilizing appropriate Internet/Intranet/Extranet architecture processes supporting a wide range of business process. Provides appropriate documentation for object design decisions, estimating assumptions, applets and performance metrics – as required by organization architecture process standards, or as assigned. Responsible for minimizing the issues between the client and the server applications and for the overall setup and design of the Internet and web server architecture. Impact and complexity of this job increases if organization is utilizing Internet solutions (vs. only Intranet), especially those with significant business impact (e.g., e-business).

Education: Preference for a Bachelor's Degree in Computer Science, Information Systems, or other related field or equivalent work experience.

General Experience: At least five (5) years of IT work experience.

Specialized Experience: Has worked independently or as a part of a team under general supervision and coached more junior technical staff. Technical expert in IT organization. Provides input into highly complex and high impacting decisions as it relates to area of expertise.

Architect, Systems Design

Duties: Must be able to lead team in developing application, development, network, and technical architectures for mid-range client/server and mainframe applications. Responsible for gathering and defining the architecture requirements and for ensuring that the architectures are compatible and in compliance with the appropriate IT organization and project standards.

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline. A Master's Degree is preferred.

General Experience: Must have six (6) years of experience planning, designing, building, and implementing mid-range IT systems.

Specialized Experience: At least four (4) years of experience developing application, development, network, and technical architectures for mid-range client/server and mainframe applications. Demonstrated ability to develop and execute architecture strategies and to perform feasibility studies and integration analyses. Experience supervising and providing guidance in implementing various mid-range architectures and supporting implementation of large-scale applications.

Auditor, IT (Senior)

Duties: Identifies information processing and technology risks. Evaluates controls and makes recommendations. Identifies problems and recommends solutions. Reviews the installation and security related controls for a wide variety of computing platforms, including operating systems, sub-systems, databases and software products used to support the processing environment. Prepares and performs audit tests and evaluates results. Provides documentation of audit tests to facilitate efficient and effective reviews.

Education: CPA required. Bachelor's Degree from an accredited college or university in Accounting, Finance, Business, Computer Science, Information Systems, or related field.

General Experience: At least 10 years auditing experience.

Specialized Experience: At least seven (7) years of experience in IT audits. Proficient in generally accepted IT standards, statements and practices and IT security and control practices

Computer Operations Center Specialist

Duties: Establishes detailed schedules for utilization of all equipment in the computer operations center to obtain maximum usage. Consults with personnel in other data processing sections to coordinate activities, and prepare activity and progress reports regarding the computer operations center. Evaluates production, equipment and personnel costs. Analyzes and interprets technical data processing data. Communicates technical data processing information effectively both orally and in writing. Applies applicable rules, regulations, policies and procedures of the computer operations center.

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field. A Master's Degree is preferred.

General Experience: This position requires a minimum of five (5) years of experience.

Specialized Experience: At least three (3) years of specialized experience working in a computer operations center. Ability to function in a multi-system and/or multi-application environment. Ability to operate and monitor multiple terminals. Knowledge of data processing operations, equipment, procedures, and workflow. Knowledge of environmental requirements of mainframes, servers and other hardware. Knowledge of emergency security procedures for a computer operations center.

Computer Operator

Education: A high school diploma or equivalent. An Associate's Degree from an accredited college or university in Computer Science, Information Systems, Business or other related technical discipline is preferred. An Associate's Degree in one of the above disciplines equals one-year specialized and two years general experience. An additional year of specialized experience may be substituted for the required education.

General Experience: Five (5) years of experience in a computer-related field.

Specialized Experience: Three (3) years of experience administering multi user, shared processor systems.

Computer Operator (Senior)

Education: A high school diploma or equivalent. An Associate's Degree from an accredited college or university in Computer Science, Information Systems, Business or other related technical discipline is preferred. An Associate's Degree in one of the above disciplines equals one-year specialized and two years general experience. An additional year of specialized experience may be substituted for the required education.

General Experience: Seven (7) years of experience in a computer-related field.

Specialized Experience: Five (5) years of experience administering multi user, shared processor systems.

Computer Programmer (Junior)

Duties: Must be capable of translating detail program flowcharts into program-coded instructions used by third- and fourth-generation, or current state-of-the-art computers.

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field.

General Experience: Must have three (3) years of computer programming experience.

Computer Programmer (Senior)

Duties: Must be capable of utilizing third- and fourth-generation or current state-of-the-art IT equipment and languages to develop and prepare diagrammatic plans for solution of business, management, communications, and strategic problems. Must be able to design detailed programs, flowcharts, and diagrams showing mathematical computations and sequence of machine operations necessary to copy and data and print results. Must be able to verify the accuracy and completeness of programs and systems by preparing sample representative data and perform testing by means of cycle and system processing.

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field. A Master's Degree is preferred.

General Experience: Must have eight (8) years of programming experience in software development or maintenance.

Specialized Experience: At least five (5) years of experience in IT systems analysis and programming.

Computer Specialist

Duties: Must be able to determine costs for converting computer systems from one language or machine to another by utilizing compilers, simulators, emulators, and/or language translators and recommend better utilization of operating systems capabilities to improve system efficiency. Must be able to develop, manage, maintain, and evaluate state-of-the-art computer hardware, software, and software development tools; evaluate their ability to support specific requirements and interface with other equipment and systems; determine potential and actual bottlenecks; propose recommendations for their elimination; and make recommendations for systems improvements that will result in optimal hardware and software usage.

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field.

General Experience: Must have five (5) years of computer experience in at least two (2) of the following disciplines: systems analysis, systems programming, application programming, or equipment analysis.

Specialized Experience: At least three (3) years of experience as either a computer hardware and/or systems software specialist, or as a systems analyst with duties relating to the evaluation of third- and fourth-generation or state-of-the-art computer hardware and software and its ability to support specific requirements for systems management or large-scale system development and maintenance.

Computer Specialist (Senior)

Duties: Must be able to determine costs for converting computer systems from one language or machine to another by using compilers, simulators, emulators, and/or language translators and to recommend better utilization of operating systems capabilities for improving system efficiency. Develops, manages, maintains, and evaluates current state-of-the-art computer hardware, software, and software development tools; evaluates their ability to support specific requirements and interface with other equipment and systems; determines potential and actual bottlenecks and proposes recommendations for their elimination; and makes recommendations for system improvements that will result in optimal hardware and software use.

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field. A Master's Degree is preferred.

General Experience: Must have eight (8) years of computer experience in at least two of the following disciplines: system analysis, system programming, application programming, and equipment analysis.

Specialized Experience: At least five (5) years of experience either as a computer hardware or systems software specialist or as a systems analyst with duties relating to the evaluation of third and fourth generation of current state-of-the-art computer hardware and software and its ability to support specific requirements for hardware and software evaluation, system management, or large-scale system development and maintenance.

Computer Systems Programmer

Duties: Create and/or maintain operating systems, communications software, database packages, compilers, repositories, and utility and assembler programs. Modify existing software and develop special-purpose software to ensure efficiency and integrity between systems and applications.

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field. A Master's Degree is preferred.

General Experience: Must have five (5) years of computer experience in information systems design.

Specialized Experience: At least three (3) years of experience in IT systems analysis and programming.

Computer Systems Programmer (Senior)

Duties: Create and/or maintain operating systems, communications software, database packages, compilers, repositories, and utility and assembler programs. Modify existing software and develop special-purpose software to ensure efficiency and integrity between systems and applications.

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field. A Master's Degree is preferred.

General Experience: Must have 12 years of computer experience in information systems design.

Specialized Experience: At least 10 years of experience in IT systems analysis and programming.

Database Management Specialist (Junior)

Duties: Must be capable of providing highly technical expertise and support in the use of DBMS. Must be able to evaluate and recommend available DBMS products to support validated user requirements. Defines file organization, indexing methods, and security procedures for specific user applications. Develops, implements, and maintains database back-up and recovery procedures for the processing environments, and ensures that data integrity, security, and recoverability are built into the DBMS applications.

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field.

General Experience: Must have three (3) years of experience in DBMS systems analysis and programming.

Specialized Experience: At least one (1) years of experience in using current DBMS technologies, application design utilizing various database management systems and experience with DBMS internals.

Database Management Specialist (Senior)

Duties: Must be capable of providing highly technical expertise and support in the use of DBMS. Must be able to evaluate and recommend available DBMS products to support validated user requirements. Defines file organization, indexing methods, and security procedures for specific user applications. Develops, implements, and maintains database back-up and recovery procedures for the processing environments, and ensures that data integrity, security, and recoverability are built into the DBMS applications.

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field.

General Experience: Must have six (6) years of experience in DBMS systems analysis and programming.

Specialized Experience: At least three (3) years of experience in using current DBMS technologies, application design utilizing various database management systems and experience with DBMS internals.

Database Manager

Duties: Must be capable of managing the development of database projects. Must be able to plan and budget staff and data resources. Supports application developers in planning preparation, load analysis, and backup and recovery of data. When necessary, reallocates resources to maximize benefits. Must be able to prepare and deliver presentations on DBMS concepts. Provides daily supervision and direction to support staff. Monitors performance and evaluates areas to improve efficiency.

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field. A Master's Degree is preferred.

General Experience: Must have seven (7) years of experience in the development and maintenance of database systems.

Specialized Experience: At least five (5) years of experience with database management systems, system design and analysis, operating systems software, and internal and data manipulation languages.

Engineer, Network (Junior)

Duties: Perform similar duties as directed or instructed by the senior network engineer. Conduct studies pertaining to network configuration and monitor traffic patterns such as protocols and peak usage. Stays current with technological changes.

Education: A Bachelor's degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering or other related scientific or technical discipline.

General Experience: Five (5) years of experience in a computer-related field.

Specialized Experience: Three (3) years of progressive experience in planning, designing, implementation, and analyzing data or telecommunications networks.

Engineer, Network (Senior)

Duties: Responsible for the design and implementation of large data communications or telecommunications networks. Plans and monitors the installation of communications circuits. Manage and monitor local area networks and associated equipment (e.g., bridges, routers, modem pools, and gateways) Conducts short and long-term plan to meet c communications requirements. Responsible for the design and implementation of LANs/WANs using hub switching and router technology. Performs hardware/software analyses to provide comparative data of performance characteristics and suitability within the existing systems environment. Prepares tradeoff studies and evaluations for vendor equipment. Generates network monitoring/performance report, for LAN/WAN utilization studies. Recommends network design changes/enhancements for improved system availability and performance.

Education: A Bachelor's degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering or other related scientific or technical discipline. If applicable, shall be certified as network engineer for the specific network operating system as defined in the State task request. The certification criteria are determined by the network operating system vendor.

General Experience: Nine (9) years of experience in a computer-related field.

Specialized Experience: Seven (7) years of progressive experience in planning, designing, implementation, and analyzing data or telecommunications networks. Must have experience with network analysis/management tools and techniques and be familiar with Personal Computers (PCs) in a client/server environment. Must be familiar with IT technology and long distance and local carrier management.

Engineer, Network Security

Duties: Designs, develops, engineers, and implements solutions for projects such as biometrics, smart cards, Secure remote access, VPN, Intrusion detection, port scanning, web security and vulnerability assessments and remediation.

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline. A Master's Degree in one of the above disciplines equals one-year specialized and two years general experience. An additional year of specialized experience may be substituted for the required education.

General Experience: This position requires a minimum of eight (8) years of computer-related experience.

Specialized Experience: At least five (5) years of specialized experience in defining computer security requirements for high-level applications, evaluation of approved security product capabilities, and security management.

Engineer, Software

Duties: Reviews and analyzes system specifications. Prepares programming specifications. Analyzes existing systems/subsystems for reusability benefits and needed changes. Prepares design plans and written analyses. Prepares unit and test scripts. Prepares documentation.

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field.

General Experience: Must have three (3) years of experience as a software engineer.

Specialized Experience: At least two (2) years of experience working with Ada, SQL, or third/fourth generation languages in the design and implementation of systems and one (1) year working with DBMS

Engineer, Systems

Duties: Must be capable of analyzing information requirements. Evaluates system problems of workflow, organization, and planning. Develops appropriate corrective action.

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field.

General Experience: Must have three (3) years of experience in systems engineering.

Specialized Experience: At least one (1) year of experience in demonstrated use of interactive, interpretative systems with on-line, real-time acquisition capabilities.

Engineer Systems Design

Duties: Must be able to perform design of information systems, including the design of the application architecture, database, and interfaces. Responsible for gathering and analyzing user requirements and translating them into system designs.

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline. A Master's Degree is preferred.

General Experience: Must have six (6) years of experience planning, designing, building, and implementing IT systems. Familiar with Capability Maturity Model compliant structured methodology.

Specialized Experience: At least four (4) years of experience analyzing user requirements and translating them into system designs using various design tools and techniques. Demonstrated ability to develop and execute system designs, ensure implementation of repeatable processes, and ensure compliance with Capability Maturity Model (CMM) methodology.

Internet/Intranet Site Developer (Junior)

Duties: Must be able to translate applications requirements into the design of complex web sites, including integrating web pages and applications. Must be able to apply new and emerging technologies to the development process.

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field.

General Experience: Must have one (1) year of web development experience using current Web development and graphic tools, as well as, Web server and database administration.

Specialized Experience: At least one (1) year of experience designing, developing and deploying Web sites and/or Web applications, including product selection, configuration, installation, maintenance, and site policy development. Experience developing Web pages using HTML, scripting languages, platform specific web development languages and relational databases.

Internet/Intranet Site Developer (Senior)

Duties: Must be able to translate applications requirements into the design of complex web sites, including integrating web pages and applications. Must be able to apply new and emerging technologies to the site development process.

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field.

General Experience: Must have five (5) years of web development experience using current Web development and graphic tools, as well as, Web Server and database administration.

Specialized Experience: At least three (3) years of experience designing, developing and deploying Web sites and/or Web applications, including product selection, configuration, installation, maintenance, and site specific Web development languages and relational databases.

IT Professional (Senior)

Duties: Identifies strategic issues for the Information Management Department and advises IT Senior Management of the risks and/or opportunities created by these issues. Issues will be centered on IT measurements and IT project management. IT measurements will encompass the refining or creating of measures related to value creation of IT products and services. Project Management will include presenting recommendations on ways of managing projects more effectively (including, but not limited to: appropriate methodology and quality reviews) Accountabilities include coordinating input from various IT departments to develop recommendations, conducting analyses of issues and ensuring adequate communication of the endorsed positions and recommendations to stakeholders.

Education: Bachelor's Degree from an accredited college or university in Engineering, Computer Science, Information Systems, Business, Mathematics or a related technical or business field. A Master's degree is preferred.

General Experience: At least eight (8) years of relevant industry experience in the discipline required.

Network Administrator

Duties: Performs a variety of network management functions related to the operation, performance or availability of data communications networks. Experience with cable/LAN meters, protocol analyzers, SNMP and RMON based software products. Knowledge of Ethernet, FDDI and high speed WANs and routers. Analyze client LANs/WANs, isolate source of problems, and recommend reconfiguration and implementation of new network hardware to increase performance. Advanced knowledge of network operating systems. Modifies command language programs, network start up files, assigns/reassigns network device logicals, and participates in load balancing efforts throughout the network to achieve optimum device utilization and performance. Establishes new user accounts on the network granting access to required network files and programs. Manages network Email functions. Establishes mailboxes and monitors mail performance on the network. Troubleshoots network/user problems, presents resolutions for implementation. Prepares a variety of network resource reports.

Education and other Requirements: An Associate's degree from an accredited college or university in Computer Science, Information Systems, Engineering or a related field, or two (2) years of college or university study in Computer Science, Information Systems, Engineering or a related field. If applicable, should be certified as a network administrator for a specific network operating system as defined in the State task request. Certification criteria is determined by the network operating system vendor. Two (2) additional years of specialized experience may be substituted for the required education.

General Experience: Two (2) years of experience in a computer-related field.

Specialized Experience: One (1) year of experience in one or more of the following areas: data communications engineering, data communications hardware or software analysis, network administration or management, data communications equipment installation and maintenance, or computer systems administration and management.

Network Manager

Duties: Performs a variety of network management functions in support of MIS services related to the operation, performance, or availability of data communications networks. Modifies command language programs, network

start up files, assigns/re-assigns network device logical, analyzes network performance and recommends adjustments to wide variety of complex network management functions with responsibility for overall performance and availability of networks. LAN/WAN consultant skilled in network analysis, integration and tuning. Experience with cable/LAN meters, protocol analyzers, Simple Network Management Protocol (SNMP) and Remote Monitoring (RMON) based software products. Knowledge of Ethernet, FDDI and high speed WANs, routers, bridges, and switches. Analyze client LANs/WANs, isolate source of problems, and recommend reconfiguration and implementation of new network hardware to increase performance. Working knowledge of network operating systems. Conducts load balancing efforts to achieve optimum device utilization and network performance. Manages network Email functions. Establishes mailboxes and monitors mail performance on the network. Coordinates with communications engineering to resolve hardware problems. Works with customer and operations staff in scheduling preventative and emergency maintenance activities.

Education and Other Requirements: A Bachelor's degree from an accredited college or university with a major in Computer Science, Information Technology, Engineering, or a related discipline. If applicable, shall be certified as network engineer for the specific network operating system as defined in the State task request. The certification criteria are determined by the network operating system vendor.

General Experience: 12 years of experience in a computer-related field.

Specialized Experience: 10 years of experience in one or more of the following areas: data communications engineering, data communications hardware or software analysis, network administration or management, or have data communication equipment installation and maintenance. Knowledge of cable including FDDI, FOIRL, and 10Base T. Particularly desirable is experience working with IBM's SNA with knowledge of the MVS operating system and SNA protocols.

Network Technician (Junior)

Duties: Perform similar duties as directed or instructed by the senior network engineer. Adds or exchanges externally connected PC accessories and data communications equipment including cables, boards, batteries, disks drives, and other PC components. Attaches, detaches, or exchanges LAN cabling to workstations, servers, network devices, telecommunications and data communications equipment.

Education: An Associate's degree from an accredited college or university in Computer Science, Information Systems, Engineering or a related field; or Technical school certificate of completion in the data communications field including cable installation, or the equivalent military training. An additional year of specialized experience may be substituted for the required education.

General Experience: Three (3) years of experience in a computer-related field.

Specialized Experience: A minimum of two (2) years of experiences installing and maintaining shared resources for communication networks and devices.

Network Technician (Senior)

Duties: Adds or exchanges externally connected PC accessories and data communications equipment. Troubleshoots LANs/WANs and provides problem resolution for PC and data communications hardware. Adds or replaces boards, batteries, disks drives, and other PC components. Installs cabling for networks such as LANs and WANs. Attaches, detaches, or exchanges LAN cabling to workstations, servers, network devices, telecommunications and data communications equipment. Works independently, may provide supervision and guidance to two (2) or more network technicians.

Education: An Associate's degree from an accredited college or university in Computer Science, Information Systems, Engineering or a related field; or Technical school certificate of completion in the data communications field including cable installation; or the equivalent military training. Two (2) additional years of specialized experience may be substituted for the required education.

General Experience: Seven (7) years of experience in a computer-related field.

Specialized Experience: Five (5) years of experience in the following areas: Installation, operation, and maintenance of data communication networks and devices.

Operator Level I

Duties: Processes, schedules, coordinates, and tracks maintenance and repair work orders involving, buildings, systems, and infrastructure.

Education: High School Diploma or equivalent required.

General Experience: This position typically requires six (6) months of experience involving civil engineering, and maintenance and repair of facilities, mechanical systems, and equipment or related field.

Operator Level II

Duties: Processes, schedules, coordinates, and tracks maintenance and repair work orders involving, buildings, systems, and infrastructure.

Education: High School Diploma or equivalent required.

General Experience: This position typically requires three (3) years of experience involving civil engineering, and maintenance and repair of facilities, mechanical systems, and equipment or related field.

Program Manager

Duties: The Program Manager is the contractor's manager for the Contract, and serves as the single point of contact for the Master Contractor with the State regarding the Contract. Performs overall management for Contract support operations. Organizes, directs, and coordinates the planning and production of all Contract activities, projects and support activities, including those of subcontractors. Oversees the development of or develops work breakdown structures, charts, tables, graphs, major milestone calendars and diagrams to assist in analyzing problems and making recommendations. Demonstrates excellent written and verbal communications skills. Establishes and alters corporate management structure to direct effective and efficient Contract support activities. Must be capable of negotiating and making binding decisions for the Master Contractor.

Education: Bachelor's Degree from an accredited college or university in Engineering, Computer Science, Information Systems, Business or other related discipline. Master's degree and/or project management certification is preferred.

General Experience: At least 12 years of experience in program or project management.

Specialized Experience: At least eight (8) years of experience in supervision or oversight of IT related programs or projects.

Project Manager

Duties: The Project Manager is assigned the management of a specific project and the work performed under assigned Task Orders. Performs day-to-day management of the project, identifies issues and risks and recommends

possible issue and risk mitigation strategies associated with the project. Acts as a facilitator between a State agency and IT contractor. Is responsible for ensuring that work performed under TOs is within scope, consistent with requirements, and delivered on time and on budget. Identifies critical paths, tasks, dates, testing, and acceptance criteria. Provides solutions to improve efficiency (e.g., reduce costs while maintaining or improving performance levels). Monitors issues and provides resolutions for up-to-date status reports. Demonstrates excellent writing and oral communications skills.

Education: Bachelor's Degree from an accredited college or university in Engineering, Computer Science, Information Systems, Business or other related discipline. Master's degree or project management certification is preferred.

General Experience: At least five (5) years of experience in project management.

Specialized Experience: At least five (5) years of experience in managing IT related projects and must demonstrate a leadership role in at least three successful projects that were delivered on time and on budget.

Quality Assurance Consultant (Senior)

Duties: Provides quality management for information systems using the standard methodologies, techniques, and metrics for assuring product quality and key activities in quality management. Establish capable processes, monitoring and control of critical processes and product mechanisms for feedback of performance, implementation of an effective root cause analysis and corrective action system, and continuous process improvement. Provides strategic quality plans in targeted areas of the organization. Provides QA strategies to ensure continuous production of products consistent with established industry standards, government regulations and customer requirements. Develops and implements life cycle and QA methodologies and educates, and implements QA metrics.

Education: Bachelor's Degree from an accredited college or university in Engineering, Computer Science, Information Systems or other related discipline. A Master's degree preferred.

General Experience: At least eight (8) years information systems quality assurance experience.

Specialized Experience: At least five (5) years of experience working with statistical methods and quality standards. Must have good QA/process knowledge and possess superior written and verbal communication skills.

Quality Assurance Manager

Duties: Must be capable of maintaining and establishing a process for evaluating software and associated documentation. Must be able to determine the resources required for quality control. Must be able to maintain the level of quality throughout the software life cycle. Develops software quality assurance plans. Conducts formal and informal reviews at predetermined points throughout the development life cycle.

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline. A Master's Degree is preferred.

General Experience: Must have six (6) years of experience in quality assurance and quality control.

Specialized Experience: At least three (3) years of experience in verification and validation, software testing and integration, software metrics, and their application to software quality assessment.

Quality Assurance Specialist

Duties: Must be able to determine the resources required for quality control. Must be able to maintain the level of quality throughout the software life cycle. Develops software quality assurance plans. Must be capable of maintaining and establishing a process for evaluating software and associated documentation. Participates in formal and informal reviews at predetermined points throughout the development life cycle to determine quality. Examines and evaluates the software quality assurance (SQA) process and recommends enhancements and modifications. Develops quality standards.

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline.

General Experience: Must have five (5) years of experience working with quality control methods and tools.

Specialized Experience: At least three (3) years of experience in verification and validation, software testing and integration, software metrics, and their application to software quality assessment, and a demonstrated knowledge of system and project life cycles.

Risk Assessment Consultant (Senior)

Duties: Manages the identification and reporting on risk assessments and updates evaluations in order to determine and forecast operational needs and changes. Provides presentations on reporting and operational enhancements and metrics with special focus on variance analysis. Establish risk management policies and procedures, and guidelines on risk limits. Provides fraud expertise on services to internal and external customers. Develops system enhancements and meaningful reporting and operational management reporting tools and web-based tools and programs to manage, prevent, and mitigate risks. Identifies problems and recommends solutions to risk assessments.

Education: Bachelor's Degree from an accredited college or university in a related field. A Master's degree preferred.

General Experience: At least 10 years of risk assessment experience.

Specialized Experience: At least six (6) years of experience in IT risk assessment.

Security, Computer Systems Specialist

Duties: Analyzes and defines security requirements for MLS issues. Designs, develops, engineers, and implements solutions to MLS requirements. Gathers and organizes technical information about an agency's mission goals and needs, existing security products, and ongoing programs in the MLS arena. Performs risk analyses, which also include risk assessment. Provides daily direction to staff.

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or four (4) years of equivalent experience in a related field.

General Experience: This position requires a minimum of six (6) years of experience in analysis and definition of security requirements.

Specialized Experience: At least four (4) years of specialized experience in defining computer security requirements for high-level applications, evaluation of approved security product capabilities, and developing solutions to MLS problems.

Security, Data Specialist

Duties: Responsible for the planning, design, implementation and monitoring of security measures, policies, methods and procedures which safeguard the integrity of and access to enterprise systems, files and data elements.

Responsible for acting on security violations. Maintains knowledge of changing technologies, and provides recommendations for adaptation of new technologies or policies. Recognizes and identifies potential areas where existing data security policies and procedures require change, or where new ones need to be developed, especially regarding future business expansion. Provides management with risk assessments and security briefings to advise them of critical issues that may affect customer, or corporate security objectives.

Education: Preference for a Bachelor's Degree in Computer Science, Information Systems, or other related field or equivalent work experience.

General Experience: At least four (4) years of IT work experience in data security.

Specialized Experience: Has worked independently or as part of a team under general supervision and coached more junior technical staff.

Subject Matter Expert

Duties: Defines the problems and analyzes and develops plans and requirements in the subject matter area for moderately complex-to-complex systems. Coordinates and manages the preparation of analysis, evaluations, and recommendations for proper implementation of programs and systems specifications including, but not limited to: information technology, health care, education, public safety, social services, human resources, transportation, and environment.

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline. A Master's Degree is preferred.

General Experience: Must have seven (7) years of experience in the IT field.

Specialized Experience: At least five (5) years of combined new and related older technical experience in the IT field directly related to the required area of expertise.

Subject Matter Expert (Senior)

Duties: The area of expertise may be related to a specific discipline required by the State agency including, but not limited to: information technology, health care, education, public safety, social services, human resources, transportation, and environment. Requires expertise in the formulation of specifications and in the execution of technical initiatives in vertical areas. Defines requirements, performs analyses, and develops plans and requirements for systems.

Education: Bachelor's Degree from an accredited college or university in the specific discipline required by the State. A Master's Degree or Ph.D. Degree is preferred.

General Experience: At least 12 years of relevant industry experience in the discipline is required.

Specialized Experience: At least 10 years of combined new and related older technical experience in the IT field directly related to the required area of expertise.

System Security Specialist

Duties: Provides expert-level advice, analysis, and functional expertise to tasks. Demonstrates exceptional oral and written communication skills. Reviews requirements and task documentation for accuracy and applicability.

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline.

General Experience: This position requires a minimum of 12 years of experience in system security.

Specialized Experience: At least seven (7) years of highly specialized experience in one or more information, computer, or network security disciplines. These disciplines could include penetration testing, intrusion detection and audit analysis, public key infrastructure, cryptography, strong authentication, risk analysis, and multilevel security.

Systems Security Specialist (Senior)

Duties: Analyzes and defines security requirements for Multilevel Security (MLS) issues. Designs, develops, engineers, and implements solutions to MLS requirements. Responsible for the implementation and development of the MLS. Gathers and organizes technical information about an organization's mission goals and needs, existing security products, and ongoing programs in the MLS arena. Performs risk analyses, which also include risk assessment. Provides daily supervision and direction to staff.

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline. A Master's Degree is preferred.

General Experience: This position requires a minimum of eight (8) years of experience in analysis and definition of security requirements.

Specialized Experience: At least five (5) years of specialized experience in defining computer security requirements for high-level applications, evaluation of approved security product capabilities, and developing solutions to MLS problems.

Testing Specialist

Duties: Must be capable of designing and executing IT software tests and evaluating results to ensure compliance with applicable regulations. Must be able to prepare test scripts and all required test documentation. Must be able to design and prepare all needed test data. Analyzes internal security within systems. Reviews test results and evaluates for conformance to design.

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field. A Master's Degree is preferred.

General Experience: Must have four (4) years of experience in computer software development.

Specialized Experience: At least two (2) years of software testing experience (integration and acceptance)

Training Specialist/Instructor

Duties: Conducts the research necessary to develop and revise training courses and prepares appropriate training catalogs. Prepares all instructor materials (course outline, background material, and training aids). Prepares all student materials (course manuals, workbooks, handouts, completion certificates, and course critique forms). Trains personnel by conducting formal classroom courses, workshops, and seminars.

Education: A Bachelor's Degree from an accredited college or university with a major in Education/Training in the areas of Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline. A Master's Degree is preferred.

General Experience: Must have four (4) years of experience in information systems development, training, or related fields.

Specialized Experience: At least two (2) years of experience in developing and providing IT and end user training on computer hardware and application software.

Technical Writer/Editor

Duties: Assists in collecting and organizing information for preparation of user manuals, training materials, installation guides, proposals, and reports. Edits functional descriptions, system specifications, user manuals, special reports, or any other customer deliverables and documents. Conducts research and ensures the use of proper technical terminology. Translates technical information into clear, readable documents to be used by technical and non-technical personnel. For applications built to run in a Windows environment, uses the standard help compiler to prepare all on-line documentation. Assists in performing financial and administrative functions. Must demonstrate the ability to work independently or under only general direction.

Education: Associate's Degree in related field. A Bachelor's degree is preferred.

General Experience: A minimum of five (5) years of experience in this area.

Specialized Experience: At least two (2) years of experience in preparing and editing documents, including technical documents. Also includes researching for applicable standards.

6A. MINIMUM QUALIFICATIONS SUMMARY

CATS+ TORFP # E50B8400016

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						
LABOR CATEGORY TITLE – (INSERT CATS+ LABOR CATEGORY NAME)							
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"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>Job Title and Company</th> </tr> </thead> <tbody> <tr> <td>Match to Form Appendix 6A:</td> <td colspan="2"><insert cross-reference(s) to the full description on Form 5B></td> </tr> </tbody> </table>	FROM	TO	Job Title and Company	Match to Form Appendix 6A:	<insert cross-reference(s) to the full description on Form 5B>	
FROM	TO	Job Title and Company					
Match to Form Appendix 6A:	<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"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>Job Title and Company</th> </tr> </thead> <tbody> <tr> <td>Match to Form Appendix 6A</td> <td colspan="2"><insert cross-reference to the full description on Form 5B></td> </tr> </tbody> </table>	FROM	TO	Job Title and Company	Match to Form Appendix 6A	<insert cross-reference to the full description on Form 5B>	
FROM	TO	Job Title and Company					
Match to Form Appendix 6A	<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
 <<signatoryFirstName>>
 <<signatoryLastName>>

 Printed Name:

 Date

 Signature

 Printed Name

 Date

6B. Labor Classification Personnel Resume Summary

TORFP # E50B8400016

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: *(TO ContractorCompanyName)*

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

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

<add lines as needed>

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?
LABOR CATEGORY TITLE:	<i>TO Contractor to Enter the Labor Category Name</i>
Requirement (See Section 3.10)	Candidate Relevant Experience *
Education:	Education:

[Insert the education description from Section <<x.x>>for the applicable labor category]	
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

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.