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

MARYLAND STATE DEPARTMENT OF EDUCATION (MSDE)
SOLICITATION NUMBER R00B8400026
MARYLAND DIRECT CERTIFICATION SYSTEM-

ISSUE DATE: APRIL 5, 2018

NOTICE TO OFFERORS
SMALL BUSINESS RESERVE ONLY
<table>
<thead>
<tr>
<th>Solicitation Title:</th>
<th>Maryland Direct Certification System</th>
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<td>Solicitation Number (TORFP#):</td>
<td>R00B8400026</td>
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<tr>
<td>Functional Area:</td>
<td>Functional Area 2 Web Development</td>
</tr>
<tr>
<td>TORFP Issue Date:</td>
<td>April 5, 2018</td>
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<tr>
<td>TORFP Issuing Office:</td>
<td>Maryland State Department of Education (MSDE or the &quot;Department&quot;)</td>
</tr>
<tr>
<td>Department Location:</td>
<td>Nancy S. Grasmick State Education Building 200 West Baltimore Street Baltimore, MD 21201</td>
</tr>
<tr>
<td>TO Procurement Officer:</td>
<td>June Dwyer</td>
</tr>
<tr>
<td>e-mail:</td>
<td><a href="mailto:June.Dwyer@maryland.gov">June.Dwyer@maryland.gov</a></td>
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<td>Office Phone:</td>
<td>410-767-0114</td>
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<td>TO Manager:</td>
<td>Gail Robinson</td>
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<tr>
<td>Office Phone:</td>
<td>410-767-0210</td>
</tr>
<tr>
<td>TO Proposals are to be sent to:</td>
<td><a href="mailto:June.Dwyer@maryland.gov">June.Dwyer@maryland.gov</a></td>
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<tr>
<td>TO Pre-proposal Conference:</td>
<td>Friday, April 20, 2018 at 10 AM Local Time Nancy S. Grasmick State Education Building 200 West Baltimore Street Baltimore, MD 21201 See Attachment A for directions and instructions.</td>
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<tr>
<td>TO Proposals Due (Closing) Date and Time:</td>
<td>May 9, 2018 at 2 PM Local Time Offerors are reminded that a completed Feedback Form is requested if a no-bid decision is made (see Section 5).</td>
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<tr>
<td>MBE Subcontracting Goal:</td>
<td>8%</td>
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<tr>
<td>VSBE Subcontracting Goal:</td>
<td>0%</td>
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<tr>
<td>Task Order Type:</td>
<td>Time and Materials</td>
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<tr>
<td>Task Order Duration:</td>
<td>TO Agreement will expire on or before 09/30/2019, with no option periods, commencing from the Effective Date</td>
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<tr>
<td>Primary Place of Performance:</td>
<td>TO Contractor’s location and MSDE 200 West Baltimore Street, Baltimore MD</td>
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<tr>
<td><strong>SBR Designation:</strong></td>
<td>Yes</td>
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<td><strong>Federal Funding:</strong></td>
<td>Yes</td>
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<tr>
<td><strong>Questions Due Date and Time</strong></td>
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1 Minimum Qualifications

1.1.1 Offeror Minimum Qualifications
Minimum Qualifications do not apply to this Task Order.

1.1.2 Offeror Personnel Minimum Qualifications
Offeror must specify the labor category corresponding to the following job role and meet the identified labor category qualifications as described in the CATS+ Master Contract (http://doit.maryland.gov/contracts/Documents/CATSPlus2016/060B2490023-2016CATSPlus2016RFP.pdf).

1.1.3 The Project Manager is identified as the one (1) Key Personnel on the project and must have experience managing at least two (2) projects using agile methodology, where the client is a separate entity from the Offeror’s organization.

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2 TO Contractor Requirements: Scope of Work

2.1 Summary Statement

2.1.1 MSDE is seeking to replace the Department’s existing Direct Certification distributed solution with a secure standardized and automated web site that will provide public and non-public school system stakeholders, and the Office of School Community Nutrition Program (OSCNP) staff, and the Office of School Community Nutrition Program (OSCNP) staff, and the Office of School Community Nutrition Program (OSCNP) staff, with a centralized system based on the nationally recognized Florida Direct Certification (FDC) solution that is an easy-to-use, semi-automated, direct certification solution. The existing OSCNP Direct Certification (DC) process at MSDE was last re-designed in 2010.

2.1.2 This TORFP is intended to obtain a provider to deliver the MDCS by transforming the FDC solution using agile management and agile development practices. The FDC transformation to MDCS will include, but not be limited to analyzing, rebranding, and implementing infrastructure/platforms at MSDE, applications, data repositories, reports, and dashboards.

2.1.3 As detailed more fully in Sections 2.3.1 – 2.3.10, upon Notice to Proceed (NTP), MSDE expects the TO Contractor to:

A. Configure the Virtual Microsoft web server,

B. Build the MDCS solution based on a rebranded representation of the FDC web-based solution and associated reports using the supplied source code from the State of Florida with customization based on Department feedback.

C. Provide training to two (2) designated Department staff that will function as MDCS product owners,

D. Provide updated database and operations documents, and

E. Monitor the application system in production, provide technical support and bug-fixes, proactively maintain MDCS and the configuration to address reported issues and recommend changes while transitioning to long term support.

2.1.4 The State does not wish to procure an alternate software solution as part of this TORFP.

2.1.5 MSDE intends to award this Task Order to one (1) Master Contractor that proposes a team of resources and a TO Technical Proposal that can best satisfy the Task Order requirements.

2.1.6 Master Contractors are advised that, should a solicitation or other competitive award be initiated as a result of activity or recommendations arising from this Task Order, the Offeror awarded this Task Order may not be eligible to compete if such activity constitutes assisting in the drafting of specifications, requirement, or design thereof.

2.1.7 A Task Order award does not assure a TO Contractor will receive all State business under the Task Order.
2.2 Background and Purpose

2.2.1 MSDE, under the leadership of the State Superintendent of Schools and guidance from the Maryland State Board of Education, develops and implements standards and policy for education programs from pre-kindergarten through high school. MSDE has been recognized for its leadership and innovative solutions in the OSCNP for the support of Nutrition Program agencies and their sites throughout the State.

2.2.2 MSDE OSCNP Organizational Principles

A. Provides quality products and services to all customers
B. In addition to providing tools for Direct Certification, MSDE embraces the mission of the following United States Department of Agriculture (USDA) and the State Maryland Nutrition Programs:
   1) School Meals Program
   2) Special Milk Program
   3) Summer Food Special Program
   4) Family Child Care Programs
   5) Child and Adult Care Centers
   6) Food Distribution Program
   7) Fresh Fruit and Vegetable Program
   8) Maryland Meals for Achievement

2.2.3 Current Direct Certification Processing at MSDE

A. Direct Certification is a process by which Local Education Agencies (LEA) certify children who are members of households receiving assistance as eligible for free school meals, without further application (paper or otherwise), based on information provided by the State agency administering the Food Supplement Program (FSP), Temporary Cash Assistance (TCA) and Foster Care Services Programs (FOSTER). Each LEA is responsible for identifying and certifying students eligible to receive free school meals.
B. LEAs are reliant on the Direct Certification data outcomes to update their lunch point of sale (POS) systems to determine free meal eligibility for students.
C. The current, limited, Direct Certification processing capability is embedded in a custom Maryland Accountability and Reporting System (MARS) application using MS SQL-2005 hosted at MSDE. MSDE does not expect to migrate any data or logic from this existing system. The current system is a distributed solution last redesigned in 2010. All Direct Certification capabilities, including databases, will be disabled by MSDE after the MDCS is released in production.
D. The Direct Certification processes in MARS for matching all the FSP, TCA and FOSTER are insufficient and time consuming. Data is provided separately by multiple sources. Current Direct Certification procedures and system issues include:
   1) Inability for the MDCS Administrator at MSDE to monitor the activities and frequency of the authorized users
   2) Lack of reporting capability,
3) Frequency of the data source updated from the Department of Human Services (DHS) is limited to once per month.

4) Matching processes are defined by each LEA (i.e., error prone and inconsistent across LEAs.), and

5) LEA compliance and quality of matches cannot be ascertained by MSDE.

2.2.4 Future Direct Certification vision

A. The MDCS will be primarily a web-based solution with batch and online capabilities for participating LEAs to perform Direct Certification and run reports. MSDE will host the MDCS as a secure website to provide school system stakeholders and OSCNP staff with a centralized Direct Certification system based on the nationally recognized FDC Solution. (see 2.2.5 below).

B. As initiated by LEAs, MDCS will perform automated matching between LEA student data and multiple data sources of children eligible for Direct Certification, meeting a federally-mandated 95% matching rate, and allowing LEAs to update their local POS systems with correct data for determining lunch charges per student. LEAs will be responsible for updating their POS systems with any changes to data and file formats as exchanged with MSDC.

C. At the start of the new school year, the MDCS Administrator will refresh and archive the prior year’s Direct Certification data in the MDCS from the MDCS website. The timing of this action is before the DHS has sent the initial data file for the new School Year (School Year runs from July 1, to June 30).

D. The MDSC will be essentially a rebranding of the FDC system using furnished source code by the state of Florida, with only those changes necessary to meet changes unique to the State. The MDSC’s capabilities will include:

1) Source data from Supplemental Nutrition Assistance Program (SNAP) and Temporary Assistance to Needy Families (TANF) from the DHS administered Client Automated Resource and Eligibility System CARES and FOSTER Care information from DHS administered Children’s Social Services Information Exchange (CHESSIE) will be updated each weekday.

2) LEAs will be able to determine when the data was last updated.

3) Matching algorithms will be consistently applied across all LEAs.

4) LEAs will be able to upload student level enrollment data for matching.

5) LEAs will receive match results in multiple formats, indicating either matched or unmatched.

6) Historical information on eligibility will be stored.

7) Federally mandated reports will be generated using MDSC data.

8) Ad hoc, online searches can be performed to match individual children.

E. MDCS will be used by authorized LEA users and OSCNP staff and will be managed by State staff.

2.2.5 Florida Direct Certification (FDC) Solution

A. MSDE has secured copies of the source code and related documentation for Florida’s highly successful FDC system. The FDC will require tailoring for the State of Maryland, such as
turning off some pilot functionality and adjusting the system processes and interfaces. Materials will include a data dictionary, database schema, system source code, SQL reports, security roles, and Administrative and User Guides.

B. The existing FDC system is stable and has not required updates since September of 2016.

C. FDC functionality

1) FDC supports up to sixty (60) concurrent users.
2) FDC bulk processes uploaded school system student enrollment data. Student enrollment data files are either a Flat fixed file, CSV, or Excel format. These interface files are processed by an FDC background process.
3) FDC allows LEAs to search and directly certify a single student.
4) FDC pulls nightly interface data for families participating in TANF and SNAP against previously unmatched student enrollment data from schools.
5) FDC includes matching process for Medicaid recipients. (MDCS will not include this feature.)
6) Management tracking reports of nightly processing results and activities are provided within FDC. Data includes the original date submitted, result codes, and matching levels (Appendix 10).
7) Direct certification results and reports data are segregated by age groups for ease in comparing to school records.
8) Matching reports can be scheduled (nightly, weekly, monthly) for the local school systems and at the State level.
9) For the FDC to communicate properly with users, the FDC requires users to periodically validate their stored email and contact information so automated communications by MDCS are sent properly to valid contacts. See Appendix 9.
10) FDC produces standardized USDA data collection reports. Customizable information queries use standardized parameter fields such as but not limited to district, county, city, zip code, sponsor, site, from date, to date and ad hoc related fields.
11) LEAs can determine when their data was last processed and if additional matches exist.
12) Matching algorithms are consistently applied across all LEAs.
13) LEAs can upload multiple student enrollment data files in various formats for matching.
14) LEAs receive match results in multiple formats, indicating either matched or unmatched.
15) Federally-mandated reports are generated using FDC data.
16) Ad hoc, online searches can be performed to match individual children.
17) Direct Certification data from the previous five (5) years is retained.
18) The FDC includes navigation to key functions on every page, so users can navigate through the FDC site from any page without having to return to the home page.
19) The FDC, if configured by the user, sends email notifications when batch matches are complete.
20) The FDC provides an audit trail/database history of transactions and activities.
21) LEA is provided feedback on processing of uploaded student enrollment data with error handling feature for identifying data exceptions with meaningful messages.
22) Security is role-based with an administration module for role and user account management. The FDC Administrator has access to add or disable any role(s) or user-account. (Appendix 7)
23) Help text is contained within the application screens to assist users.
24) Message Boards alert users about the status of the uploads, reports, messages from the FDC Administrator, or scheduled maintenance activities.
25) Matched results from the student data uploads are available for export and use by LEAs.
26) LEA and FDC Administrators have access to a variety of reports. These reports have a predetermined file structure (PDF, Flat fixed file, CSV, or Excel).
27) The FDC does not have multi-factor authentication (MFA).

2.2.6 MDCS Technical Environment
A. The MDCS will be hosted at MSDE on four environments (Appendix 5 MDCS Server Specifications) setup as Virtual Local Area Networks (VLAN), each VLAN is designated for specific product life cycles: Development (DEV), Staging (ST), User Acceptance (UAT), and Production (PROD). (see Appendix 6 for MDCS Server Specification). While MSDE will not provide dedicated bandwidth for each environment, it has segmented the network activity for each MDCS server environments.
B. The database server, reporting server, and application server are located behind the firewall, and the web server is located within the firewall’s “Demilitarized Zone” (DMZ).
C. The MDCS will use existing MSDE technologies, including: Microsoft Server, Microsoft.Net platform, Microsoft Internet Information Services (IIS) 8.5, Microsoft SQL Server Reporting Service (SSRS) 2014 and Microsoft SQL Server 2014 solutions architecture and database (see Appendix 6 MDCS Server Specification).
D. MDCS users will have internet access, with a minimum of a desktop with Windows 7.0, Chrome, and Microsoft Internet Explorer 11, network connectivity, Adobe Reader, and MS Office with MS Access. MDCS LEA users and MDCS Administrator do not have administrative rights to their local desktops.
E. MSDE will provide VPN access with virtual desktop solutions for each of the TO Contractor Personnel to perform development work, server configuration and testing services. Each virtual desktop will include access to Microsoft code repository, Visual Studio and Team Foundation Server, which the TO Contractor will be expected to use to develop the MDCS appropriately package releases and perform configuration.

2.2.7 Timeline Constraints
2.2.8 MDCS adaptation and implementation is expected to be completed no later than September 30, 2019. The State expects multiple production deliveries prior to this date, representing the incremental improvements in the MDCS developed during the period of performance.
2.2.9 Project Approach

A. Implementing the MDCS is considered a Major Information Technology Development Project (MITDP), which includes oversight by the State Department of Information Technology (DoIT) on behalf of the Maryland legislature.

B. The State has adopted agile as its preferred methodology. As described more fully in the requirements, Offerors are expected to conduct the TO Agreement activities consistent with an agile iterative approach.

C. At a high level, the State expects the TO Contractor will:
   1) Configure a prototype based on the FDC source code in the MDCS environment;
   2) Update MDCS to rebrand the application for the State;
   3) Establish automated test-driven development for functional and regression testing;
   4) Make necessary changes to meet State requirements, including disabling some functionality associated with a Florida pilot and create a cross map for State differences in lookup codes such as race and gender.

D. The TO Contractor will be expected to interact with the existing MDCS teams including:
   1) DHS will supply assistance with accessing interface files pulled by MDCS.
   2) OSCNP will assist with consolidating input from various stakeholders.
   3) MSDE Office of Information Technology (MSDE-OIT) will monitor deployment and network configuration changes in each of the MDCS VLAN environments.

2.2.10 Reporting

2.2.11 No reports from the existing Direct Certification solution will be migrated to MDCS.

2.2.12 Refer to Appendix 8 for a list of reports that will be part of the MDCS.

2.2.13 State Staff and Roles

In addition to the TO Procurement Officer and TO Manager:

A. **MDCS Administrator** – OSCNP staff assigned as owners of the MDCS will:
   1) Function as the business rule expert and current Direct Certification subject matter expert.
   2) Function as the MDCS operations administrator and setup access controls for end users, perform the annual refresh,
   3) Assist the TO Contractor with validating and identifying MDCS requirements, and developing test case scenarios for matching
   4) Coordinate testing and implementation efforts with the LEA and State agencies such as DHS.

B. **MDCS Team** – OSCNP and LEA owners of the MDCS process.
   1) Subject matter experts for the Direct Certification business processes.

C. **UAT Tester** – MSDE will supply up to four (4) resources including up to three (3) from LEAs to:
   1) Assist the TO Contractor with developing test cases,
2) Assist the TO Contractor with developing test data,
3) Perform User Acceptance Testing of the MDCS, and
4) Validate functionality of each release of MDCS.

E. **OSCNP-O&M-Team** – Technical resource used for long term support of software applications developed for OSCNP, which:
   1) Will take over support of the MDCS as functionality is incrementally deployed into production.
   2) Will decommission the existing Direct Certification system after the MDCS is implemented.

F. **MSDE-OIT** – Data Center and Network Infrastructure support located at MSDE provide:
   1) Backup and Disaster Recovery (DR) strategies of all servers hosted at MSDE
   2) Data Base Administration (DBA) support including:
      a) Validating the TO Contractor’s proposed database design for compliance with Microsoft Standards and support guidelines, and State Security Policies.
      b) Provide post production support and backups,
      c) Review database and reporting server configurations and access controls proposed by the TO Contractor.
   3) Network administration at MSDE:
      a) Manages the MSDE and Statewide networks.
      b) Provides virtual servers to State hosted solutions
      c) Maintains segmented VLANS and Virtual Machines
      d) Manages DNS services and issue website security certificates.
      e) Manages backups of all Virtual Machines hosted at MSDE
      f) Evaluates firewall updates requested by the TO Contractor for relevance and vulnerabilities prior to proceeding with configuration updates.
      g) Manages VPN Access and virtual desktop access for TO Contractor’s key resources.

2.2.14 **Other State Responsibilities**

Upon request, the State will provide the TO Contractor normal office working facilities and equipment reasonably necessary for TO Contractor performance under this Task Order. Any special requirements (e.g., reprographic services, computer time, key data entry) shall be identified.

MSDE expects the TO Contractor Personnel to provide their own computers or laptops.

MSDE will provide the TO Contractor Personnel access to:

1) VPN access to the server environments, and Individual standardized virtual desktop PC hosted by MSDE with SQL Tools, Visual Studio, MS Office, PDF tools.
2) Team Foundation server enterprise environment at MSDE
3) MDCS Virtual Servers hosted at MSDE
4) A network account active for the life of the TO Agreement for connectivity to virtual desktops

2.3 Responsibilities and Tasks

The TO Contractor shall be responsible for implementing the MDCS following an incremental agile approach that includes, but is not limited to:

A. Adequately documenting the State’s requirements (see 2.3.4),
B. Delivering well-constructed, fully tested incremental MDCS work products (see 2.3.6),
C. Managing requirements and project implementation activities in a manner that the State can determine progress, throughput, and projected completion,
D. Document the MDCS hardware and design a manner suitable for long-term MDCS maintenance by a group other than the development team,
E. Performing automated testing using test-driven development,
F. Incorporating quality verification at each stage in the development process to include peer reviews and other industry standard mechanisms,
G. Updating and creating as necessary any training materials for MDCS stakeholders (see 2.3.8), and
H. Performing configuration and content management on all work products, artifacts, and system builds,
I. The TO Contractor shall not include additional proprietary code or software into MDCS without prior written approval by the TO Manager.

2.3.1 Incremental Development and Delivery

A. The TO Contractor shall incorporate an agile approach of incremental delivery method of value in the form of working functionality early and often.
B. The TO Contractor shall maintain all Agile Artifacts (Appendix-11) throughout each increment until project completion. The artifacts shall be stored in an appropriate repository with appropriate permissions to the MDCS Team members and Department representatives.
C. The agency anticipates the TO Contractor shall include several increments in its Product roadmap for delivery of the MDCS at MSDE. The Department’s vision for delivery of the MDCS includes but is not limited to:
   1) Review Software Development Environment
   2) Requirements Analysis
   3) Configuration of servers,
   4) MDCS branding of Florida’s Solution,
   5) Multiple MDCS Pilot Releases,
   6) MDCS Training,
   7) MDCS Initial Production Release,
   8) Secondary Production Release, and
9)  Transition to Long Term Support.

2.3.2  Review Software Development Environment

2.3.3  Prior to starting work TO Contractor Personnel shall confirm they have proper access controls to the various MSDE and MDCS environments.

A.  TO Contractor Personnel shall not share their assigned network user accounts.

B.  Each of the TO Contractor Personnel shall:

1)  Shall be assigned a MSDE Network Account with VPN access

2)  Verify their connectivity to their virtual desktop, and all software is installed, and

3)  Verify Remote Desktop Protocol (RDP) access to the MDCS servers is functional.

2.3.4  Requirements Analysis

The Department anticipates that validation of existing FDC requirements can be accomplished primarily in an up-front activity, as part of familiarizing all stakeholders with the existing FDC functionality. This Requirements Analysis activity can be considered the preponderance of one or more initial MDCS project iterations (where an iteration is a collection of sprints).

A.  Meetings

1)  The TO Contractor shall begin hosting iterative meetings with MSDE to review the MDCS requirements.

2)  The TO Contractor shall complete requirements analysis within 30 calendar days with no more than two (2) meetings per week of 90 minutes or less. The meetings can be hosted either onsite at MSDE or using an online webinar tool.

3)  The TO Contractor shall scribe the minutes of the meeting or record online meetings. The TO Contractor shall provide minutes or recording from the requirements meetings TO Manager by COB the following Business Day.

4)  The TO Manager will schedule subject matter experts (SME) to attend these meetings during this period, which may include MDCS Project Sponsor, two selected LEA MDCS users, and the SNAP/TCA file creator from DHS.

B.  The TO Contractor shall:

1)  Use the requirements defined in the TORFP and discovered during the requirements gathering and develop a Product roadmap (Appendix 11) supporting incremental processes for deploying the MDCS.

2)  Develop and maintain the MDCS Product Backlog and supporting artifacts (Appendix 11) throughout the project.

3)  Perform gap analysis of the FDC code and work products furnished to the State, using stakeholders, State standards, and other sources. FDC system roles shall be validated against State needs.

4)  Verify race and ethnicity codes used by the FDC system against the MDCS system and the interface with DHS.

5)  The TO Contractor shall document OSCNP supplied User Stories gathered during requirements analysis and prioritize the work into the Product Backlog.

6)  The TO Contractor shall continue to manage the Product Backlog and associated User Stories throughout the entire MDCS implementation.
2.3.5 Configuration Services

A. Configuration of MDCS Servers - The TO Contractor shall develop a plan and perform the buildout the MSDE hosted virtual server environments to be used to develop, stage, accept, and host production releases of the MDCS. These efforts must be completed prior to the first release of the MDCS and shall include:

1) Configure the four (4) VLANS described in Appendix-6, each VLAN environment hosts 4 servers for a total of 16 servers.
2) Install digital certificates provided by MSDE-OIT on the designated MDCS.
3) Collaborate with the TO Manager, and MSDE-OIT to request data communication ports need for the internet, application, database, and reporting services

B. MDCS Configuration Management - The TO Contractor shall maintain all MDCS work products, artifacts, and server environments. Such configuration management shall be performed using the State-supplied Microsoft code repository, Visual Studio and Team Foundation Server.

2.3.6 MDCS branding of FDC

The TO Contractor shall use the source code provided by Florida to deploy an initial prototype suitable for viewing user interfaces and workflow including:

A. Develop a representative set of mock-up screens for the MDCS website branding as an initial concept delivery during an early iteration.

B. Perform activities to initially implement and configure the FDC code and information at MSDE such that the as-furnished FDC system can be analyzed.

C. Preview and propose rebrand the FDC pages as needed.

D. Branding for MDCS may require updating style sheets and navigation enhancements to satisfy User Stories.

2.3.7 Multiple Pilot Increments of MDCS

The TO Contractor shall produce a series of pilot increments that may or may not include a production release. Each increment will build on the previous increment until all the features are included in the MDCS. The TO Contractor shall:

A. Take a leading role in helping the MDCS project management manage scope to ensure basic functionality is deployed first.

B. Implement base functionality of the FDC (as described at a high level in 2.2.4) with Department workflows, permissions, and branding;

C. Maintain FDC’s responsive design for all user-facing MDCS components.

D. Configure the MDCS to download and process nightly data files (SNAP, TCA and FOSTER) from the DHS secure transport server.

E. Implement Multi-Factor Authentication (MFA) for user authentication into the MDCS such as, but not limited to, challenge question or Transaction Authentication Number (TAN). Offerors shall propose recommendations for incorporating MFA into the MDCS.

F. Configure the MDCS to pull and process nightly data files (SNAP, TCA and FOSTER) from the DHS secure server.
G. Annual Refresh process, which shall be deployed in a subsequent production deployment from initial go-live.

2.3.8 MDCS Training

The TO Contractor shall work with the TO Manager and MDCS-Administrator to develop a Training Plan and schedule for providing instructor-led classroom training for users onsite at MSDE headquarters, to include training the MDCS-Administrators MDCS users from the LEAs.

A. TO Contractor shall perform initial MDCS training as a train-the-trainer in a minimum of four (4) training sessions. The training sessions provided shall be as follows

1) One (1) session to MDCS Administrators
2) Two (2) sessions to train LEA Users
3) One (1) sessions for MSDE and additional LEA Users to review LEA activities

B. The TO Contractor shall conduct training sessions hosted at the MSDE location and for LEA-attended training sessions, shall also record the training session as a webinar to allow outlying LEA staff the opportunity to attend the training.

C. The TO Contractor shall develop training materials in Microsoft Word 2016 format that will also be available in PDF format for download from the MDCS website.

1) System Administration Manual
2) Maintenance Manual
3) Operations Manual
4) User Manual
5) Training Workbook

D. Training materials shall include:

1) Scripted exercises for logging in, changing password, creating a new user, organized by user role.
2) Quick tips or quick references listing the capabilities of each of the roles.
3) Instructions for, at a minimum but not limited to:
   a) Uploading an interface file by the LEA and description of the file layout.
   b) How to use the MDCS Direct Certification search feature,
   c) How to access and download processed Direct Certification results, and
   d) Running common reports.

E. The Trainer’s materials shall be in PowerPoint and include talking points as notes.

2.3.9 MDCS Production Release

The TO Contractor shall implement the MDCS requirements into a fully functional production system, to include but not be limited to:

A. Only deploying production updates and Upgrades that have undergone acceptance testing by Department and have received approval to deploy by the TO Manager.
B. TO Contractor Personnel shall test all releases and changes including validation of browser compatibility prior to the UAT-Testers conducting acceptance testing and shall furnish the results of testing to the MDCS Administrator and TO Manager.

C. The MDCS Administrator and TO Manager will confirm the product is ready for production.

D. Including the features and functionality from the pilot, maintaining responsive design for all user-facing MDCS components.

E. Incorporating all reports listed in Appendix-8.

F. Creating and installing production instances of the MDCS in the Production MDCS VLAN.

G. Using the Annual Refresh process to initially upload data from the DHS interface file without requiring additional work-arounds, updates to procedures, and/or compiling of code.

H. Configuring the production MDCS to download and process nightly data files (SNAP, TCA and FOSTER) from the DHS secure server.

I. Confirming LEA Users can perform uploads and searches.

2.3.10 Post Production Releases

A. Coordinate knowledge transfer to OSCNP-O&M Team.

B. TO Contractor shall maintain the product backlog to include OSCNP reported system defects.

C. Provide final versions of the MDCS technical documentation and operational instructions are delivered to the TO Manager.

D. The TO Manager has confirmed the system is in use, and all LEA’s have uploaded their data and have received their reports.

E. Configuration management of all four (4) VLANS has been accepted as complete by the TO Manager.

F. All training has been completed, and the TO Manager has accepted the final updates to training documents.

2.3.11 Transition to Long Term Support.

The TO Contractor shall perform MDCS development and implementation work until such time that the TO Manager determines that MDCS is sufficiently complete for final transfer of maintenance responsibilities to the existing OSCNP-O&M-Team.

The TO Contractor shall meet with the OSCNP-O&M-Team and the TO Manager to complete End of Task Order Transition Requirements (see 3.7).

2.3.12 Test Activities

The TO Contractor shall:

A. Perform system and integration testing of all components of the MDCS including but not limited to the Microsoft SQL Server Reporting Server, and custom applications, to include all functional, technical, and non-functional requirements. Such testing shall include security roles, data uploads by the LEA, scheduled events, and import of SNAP, TCA and FOSTER data from DHS.

B. Develop test plans, test scripts, test cases, and test data to support development and testing for the requirements described in 2.2.4 and 2.2.5.
C. Perform security penetration testing.
D. Support UAT performed by the State.
E. As needed to support MDCS development, deploy and refresh configuration and system data in any non-production environment.
F. Coordinate all integration and testing activities with the TO-Manager and the MDCS Administrator.

2.3.13 MDSC System Performance

The TO Contractor shall document the MDSC website’s ability to support expected user activities for 60+ users prior to any production release.

A. Using tools within Microsoft Visual Studio and Team Foundation Server, the TO Contractor shall:
   1) Execute Coded UI Tests to verify the MDSC shall work properly with identified browsers (Microsoft Edge, Microsoft Internet Explorer 9, Chrome, and Firefox) and Windows 7 and Windows 10, operating
   2) Execute function load tests. Each load test shall be incremental. The load will start with two (2) concurrent users, and every 10 seconds add four (4) users until reaching 60+ concurrent users.
   3) The average response time recorded by the test shall not exceed three (3) seconds.

B. The TO Contractor shall review the load test results with the TO Manager and MDSC Administrator. The expectations are to have zero failures detected for up to 60 user sessions.
C. The TO Contractor shall secure the test results as it may contain network information that could compromise network security.
D. The MDSC shall include nightly processing of up to 60 batches of LEA enrollment data, 50,000 records each, within 8 hours.

2.3.14 Personnel

A. TO Contractor shall furnish, in consultation with the State, the appropriate TO Contractor Personnel for performing the necessary analysis, design, and implementation tasks for the MDSC.
B. All TO Contractor Personnel shall be able to effectively communicate in English in oral and written correspondence with executive staff, SMEs, customers, and peers. Communications shall include, using email, Microsoft Office products, conducting in person and telephone meetings, leading technical sessions, presenting demonstrations, and developing clearly written, understandable and complete user training and project documentation.
C. All TO Contractor Personnel shall have experience protecting sensitive data and delivering software using an agile development approach and.
D. The TO Contractor Personnel shall work on-site at MSDE office unless approved by the TO Manager using their own personal computing equipment over the MSDE wireless network.
E. All TO Contractor Personnel shall adhere to MSDE policies regarding the use of telephones, internet, computer equipment, and MSDE Human Resources Employment Policies.
F. TO Contractor Personnel furnished under this Task Order shall collectively:
1) Provide domain knowledge of: websites, secure file upload and downloads, phonetic and string matching, Microsoft SSRS, Microsoft Server Configuration, IIS, Microsoft.NET Platform, HTML5, Secure FTP services, Java, ASP.NET and securing sensitive data.

2) Provide the MDCS business owners with a quick and effective website solution.

3) Conduct status updates and review delivered reports with Business Owners, TO Manager, and Project Sponsors.

4) Document and submit all proposed firewall communication port updates to MSDE-OIT

5) Document and submit to MSDE-OIT all proposed all local service/user accounts on servers used by MDCS.

2.3.15 Reporting Requirements.

The TO Contractor shall submit a MDCS Status Report on a bi-weekly basis. This report is to list accomplishment, impediments, and upcoming efforts so stakeholders can determine how well work is proceeding. The Status Report shall be emailed to the TO Manager the day prior to the bi-weekly Status Meeting (described below).

The Status Report shall include:

A. Work completed, and new work scheduled to start prior to the next reporting cycle.
B. Summary of project milestones
C. Any risks or issues requiring attention by the team and MSDE.
D. Summary of Project Backlog and items added to the backlog in the last 30 days
E. Risk Assessment to identify any issues that may impact MDCS operation with mitigation recommendations for likely risks.

Unless an alternate approach is agreed upon by the TO Manager, the TO Contractor shall host bi-weekly status meetings for review of the project.

2.3.16 Bi-weekly meetings can either be held on site or via webinar, on Wednesday from 2:30 to 3:30 PM or at a mutually agreed day and time. During the meeting the Status Report shall be reviewed by TO Manager, MDCS Sponsors. TO Contractor

A. By responding to this TORFP and accepting a Task Order award, the Offeror specifically agrees the purchase of an alternate software or hardware is not part of this solicitation.

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

2.3.17 Required Project Policies, Guidelines, and Methodologies

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

It is the responsibility of the TO Contractor to ensure adherence and to remain abreast of new or revised laws, regulations, policies, standards, and guidelines affecting project execution. These include, but are not limited to:
A. The State of Maryland System Development Life Cycle (SDLC) methodology at:  
http://doit.maryland.gov/SDLC/Pages/agile-sdlc.aspx ;

B. The State of Maryland Information Technology Security Policy and Standards at:  

C. The State of Maryland Information Technology Non-Visual Standards at:  
http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx ;

D. The State of Maryland Information Technology Project Oversight at:  
http://doit.maryland.gov/epmo/Pages/ProjectOversight.aspx ;

E. The TO Contractor shall follow project management methodologies consistent with the most  
recent edition of the Project Management Institute's Project Management Body of  
Knowledge Guide; and

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

2.3.18 Maintenance and Support
Post-delivery Maintenance and support will be handled outside of this TORFP by existing OSCNP-  
O&M-Team. The TO Contractor shall be responsible for performing knowledge transfer activities  
and final versions of System Documentation.

The MDCS Administrator and TO Manager shall report post production defects. The TO Contractor  
shall be responsible for performing defect investigation and resolution until completion of Transition  
to long Term Support (see 2.3.11 ).

2.3.18.1 Backup (out of scope)
Refer to 3.5.1 Redundancy, Data Backup and Disaster Recovery

2.4 Deliverables

2.4.1 Deliverable Submission
A. Only at the direction of the TO Manager, 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:  

B. Unless specified otherwise, written deliverables shall be compatible with Microsoft Office,  
Microsoft Project and/or Microsoft Visio within two (2) versions of the current version of  
Microsoft Office. At the TO Manager’s discretion, the TO Manager may request one hard  
copy of a written deliverable.

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

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 s, are required at least two  
weeks in advance of when the final deliverables are due (with the exception of deliverables  
due at the beginning of the project where this lead time is not possible, or where draft  
delivery date is explicitly specified). Draft versions of a deliverable shall comply with the  
minimum deliverable quality criteria listed in Section 2.4.3 Minimum Deliverable Quality.
2.4.2 Deliverable Acceptance

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

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

C. The TO Manager will issue to the TO Contractor a notice of acceptance or rejection of the deliverable in the DPASF (see online sample). Following the return of the DPASF 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 DPASF or payment may be withheld.

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

E. 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

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

B. Each deliverable shall meet the following minimum acceptance criteria:

1) Be presented in a format appropriate for the subject matter and depth of discussion.
2) Be organized in a manner that presents a logical flow of the deliverable’s content.
3) Represent factual information reasonably expected to have been known at the time of submittal.
4) In each section of the deliverable, include only information relevant to that section of the deliverable.
5) Contain content and presentation consistent with industry best practices in terms of deliverable completeness, clarity, and quality.
6) Meets the acceptance criteria applicable to that deliverable, including any State policies, functional or non-functional requirements, or industry standards.
7) Contains no structural errors such as poor grammar, misspellings, or incorrect punctuation.
8) Must contain the date, author, and page numbers. When applicable for a deliverable, a revision table must be included.
9) 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.

<table>
<thead>
<tr>
<th>ID #</th>
<th>Deliverable Description</th>
<th>Acceptance Criteria</th>
<th>Due Date / Frequency</th>
</tr>
</thead>
</table>
| 2.4.4.1| 3.1.1 Kickoff Meeting                            | Kickoff Meeting was held at the described location  
A. The TO Contractor shall provide electronic copies of handouts and an agenda at least one day prior to the meeting,  
B. The TO Contractor and the Project Manager shall lead the meeting and provide a vision for delivering MDCS and a schedule for performing transition-in activities.  
C. MSDE Procurement has confirmed no outstanding materials are needed from the TO Contractor  
D. The TO Contractor shall confirm a Security Background check has been initiated for all resources TO Contractor Personnel assigned to the project | Delivery: NTP Date+1 week                      |
| 2.4.4.2| 3.2 Completion of Criminal Background Checks     | The TO Manager has received a copy a signed copy of Criminal Background Check Affidavit (Appendix 3) from the TO Contractor confirming successful completion for all TO Contractor Personnel listed that will access sensitive data | Delivery: within NTP Date+6 weeks.  
Must be updated whenever new TO Contractor Personnel are added |
| 2.4.4.3| 2.3.16 Reporting Requirements                    | TO Contractor has delivered the document in MS Word to the TO Manager.                                                                                                                                                 | Initial Delivery: NTP Date+3 weeks  
Updates: Bi-weekly |
| 2.4.4.4| 2.2.6 MDCS Technical Environment                | The TO Contractor has configured the servers and completed defined tasks, including:                                                                                                                                   | Delivery: Incremental delivery schedule agreed upon by TO Manager |
### Deliverable Acceptance Criteria

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<tr>
<th>ID #</th>
<th>Deliverable Description</th>
<th>Acceptance Criteria</th>
<th>Due Date / Frequency</th>
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</thead>
<tbody>
<tr>
<td>2.4.4.5</td>
<td>2.3.9 MDCS Training</td>
<td>The TO Contractor has conducted training, training documents have been delivered good quality, in Word format.</td>
<td>Delivery: No later than 1 week prior to initial deployment of MDCS</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Delivery on a schedule agreed upon by TO Manager</td>
</tr>
<tr>
<td>2.4.4.6</td>
<td>2.3.1 Incremental</td>
<td>The TO Contractor has satisfied the listed requirements and has:</td>
<td>Delivery on a schedule agreed upon by TO Manager</td>
</tr>
<tr>
<td></td>
<td>Development and</td>
<td></td>
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<td></td>
<td>Delivery</td>
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<tr>
<td>2.4.4.7</td>
<td>2.3.11 Transition-to-</td>
<td>The OCNSP-O&amp;M-Team has accepted support of the MDCS system from the TO Contractor.</td>
<td>Delivery on a schedule agreed upon by TO Manager</td>
</tr>
<tr>
<td></td>
<td>long-term Support</td>
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</tr>
</tbody>
</table>

### 2.5 Optional Features, Future Work

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

### 2.6 Service Level Agreement (SLA)

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.
3 TO Contractor Requirements: General

3.1 Task Order Initiation Requirements

3.1.1 Kickoff Meeting

A. TO Contractor shall schedule and hold a kickoff meeting at MSDE within 10 Business Days of NTP Date. The meeting shall include the TO Manager, MSDE Procurement Officer, MDCS Executive Sponsor, MDCS Administrator, and the TO Contractor Personnel. The meeting shall not exceed 90 minutes. The TO Manager will secure the conference room for the TO Contractor’s requested date and time. At the kickoff meeting:

1) The TO Contractor shall provide electronic copies of an agenda and handouts,
2) The TO Contractor’s Project Manager is required to attend,
3) The TO Contractor shall provide proof that security background checks have been initiated for all proposed TO Contractor Personnel
4) The TO Contractor shall propose a Management Plan with a schedule for delivering the MDCS. Upon TO Manager approval, the TO Contractor shall execute the approved Management Plan. The plan shall provide:
   a) Product roadmap, release plans, and project schedule for delivering the MDCS based on the FDC with the inclusion of Maryland’s updates.
   b) Processes and methods to be used by the TO Contractor. Such processes and methods shall include:
   c) Security policies, especially protection of sensitive information.
   d) Incident reporting and escalation processes for updating the product backlog.
   e) Work tracking and reporting in Team Foundation Server
   f) Documentation of MDCS implementation and maintenance efforts
   g) How the TO Contractor shall leverage the suite of tools in Visual Studio and Team Foundation Server
   h) Address areas of: risk management, system administration, operations, user training, system design, database dictionary and structure, user manual; testing and implementation.

5) The TO Contractor shall document how the TO Contractor plans to track, prioritize work, and incorporate them into the project backlog. MSDE procurement office will confirm no outstanding documents are needed from the TO Contractor
6) MSDE will provide updates on Network and VPN access for TO Contractor Personnel.
7) MSDE will provide the location of materials and source code supplied by the State of Florida.

3.1.2 Completion of Criminal Background Checks

The TO Contractor shall provide Criminal Background Check Affidavit Appendix 3 delivered within 6 weeks of NTP Date, certifying that all TO Contractor Personnel have completed a background check.
3.2 End of Task Order Transition

3.2.1 The TO Contractor shall provide transition assistance as requested by the State to facilitate the orderly transfer of services to the State and the OSCNP-O&M-Team for a period up to 30 days prior to Task Order end date, or the termination thereof. Such transition efforts shall consist, not by way of limitation, of:

3.2.2 The TO Contractor shall work toward a prompt and timely transition, proceeding in accordance with the directions of the TO Manager. The TO Manager may provide the TO Contractor with additional instructions to meet specific transition requirements prior to the end of Task Order.

3.2.3 The TO Contractor shall ensure that all necessary knowledge and materials for the tasks completed are transferred to the custody of State Personnel or a third party, as directed by the TO Manager.

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

A. The TO Contractor shall provide a draft Transition-Out Plan 30 Business Days in advance of Task Order end date.

B. The Transition-Out Plan shall address at a minimum the following areas:

1) Any staffing concerns/issues related to the closeout of the Task Order;

2) Communications and reporting process between the TO Contractor, the Department and the TO Manager;

3) Security and system access review and closeout;

4) Any hardware/software inventory or licensing including transfer of any point of contact for required software licenses to the Department or a designee;

5) Any final training/orientation of Department staff;

6) Connectivity services provided, activities and approximate timelines required for Transition-Out;

7) Knowledge transfer, to include:
   a) A working knowledge of the current system environments as well as the general business practices of the Department;
   b) Review with the Department the procedures and practices that support the business process and current system environments;
   c) Working knowledge of all technical and functional matters associated with the Solution, its architecture, data file structure, interfaces, any batch programs, and any hardware or software tools utilized in the performance of this Task Order;
   d) Documentation that lists and describes all hardware and software tools utilized in the performance of this Task Order;
   e) A working knowledge of various utilities and corollary software products used in support and operation of the Solution;

8) Plans to complete tasks and any unfinished work items (including open change requests, and known bug/issues); and
9) Any risk factors with the timing and the Transition-Out schedule and transition process. The TO Contractor shall document any risk factors and suggested solutions.

C. The TO Contractor shall ensure all documentation and data including, but not limited to, System Documentation and current operating procedures, is current and complete with a hard and soft copy in a format prescribed by the TO Manager.

D. The TO Contractor shall provide copies of any current daily and weekly back-ups to the Department or a third party as directed by the TO Manager as of the final date of transition, but no later than the final date of the Task Order. (Out of Scope)

E. Access to any data or configurations of the furnished product and/or services shall be available after the expiration of the Task Order as described in Section 3.2.5.

3.2.5 Return and Maintenance of State Data

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

B. During any period of service suspension, the TO Contractor shall maintain all State data in its then existing form, unless otherwise directed in writing by the TO Manager.

C. In addition to the foregoing, the State shall be entitled to any post-termination/expiration assistance generally made available by TO Contractor with respect to the services.

3.3 Invoicing

3.3.1 Definitions

A. "Proper Invoice" means a bill, written document, or electronic transmission, readable by the agency, provided by a vendor requesting an amount that is due and payable by law under a written procurement contract for property received or services rendered that meets the requirements of COMAR 21.06.09.02.

B. "Late Payment" means any amount that is due and payable by law under a written procurement contract, without deferral, delay, or set-off under COMAR 21.02.07.03, and remains unpaid more than 45 days after an agency receives a Proper Invoice.

C. "Payment" includes all required processing and authorization by the Comptroller of the Treasury, as provided under COMAR 21.02.07, and may be deferred, delayed, or set-off as applicable under COMAR 21.02.07.03.

3.3.2 General

A. Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS+ Master Contract.
B. The TO Contractor shall e-mail the original of each invoice and signed authorization to invoice to the TO Manager and Robert Wancowicz at e-mail address: robert.wancowicz@maryland.gov.

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

D. Invoices submitted without the required information cannot be processed for payment. A Proper Invoice, required as Payment documentation, must include the following information, without error:
   1) TO Contractor name and address;
   2) Remittance address;
   3) Federal taxpayer identification (FEIN) number, social security number, as appropriate;
   4) Invoice period (i.e. time period during which services covered by invoice were performed);
   5) 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.

E. Invoices that contain both fixed price and time and material items shall clearly identify the items as either fixed price or time and material billing.

F. The Department reserves the right to reduce or withhold Task Order payment in the event the TO Contractor does not provide the Department with all required deliverables within the time frame specified in the Task Order or otherwise breaches the terms and conditions of the Task Order until such time as the TO Contractor brings itself into full compliance with the Task Order.

G. Any action on the part of the Department, or dispute of action by the TO Contractor, shall be in accordance with the provisions of Md. Code Ann., State Finance, and Procurement Article §§ 15-215 through 15-223 and with COMAR 21.10.04.

H. The State is generally exempt from federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes and transportation taxes. The TO Contractor; however, is not exempt from such sales and use taxes and may be liable for the same.

I. Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

3.3.3 Invoice Submission Schedule

The TO Contractor shall submit invoices in accordance with the following schedule:
A. For items of work for which there is one-time pricing (see Attachment B – TO Financial Proposal Form) those items shall be billed in the month following the acceptance of the work by the Department.

B. 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.

C. Invoices are due by the 15th of the month following the month in which services were performed.

3.3.4 Deliverable Invoicing

This section is not applicable to this TORFP.

3.3.5 Time and Materials Invoicing

A. Time and Material invoices shall be accompanied by notice(s) of acceptance issued by the State for all invoices submitted for payment: DPAF for each deliverable being invoiced (see online example at http://doit.maryland.gov/contracts/Documents/CATSPlus/CATS+DPAFSample.pdf) and signed timesheet as described below. 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.

B. Timesheet Reporting

Within 3 working days after last day of the month, the TO Contractor shall submit a monthly timesheet (Appendix 13 - MDCS Timesheet) for the preceding month providing data for all resources provided under the Task Order.

1) All timesheets shall be submitted to the TO Manager prior to invoicing.

2) 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.

B. The proper invoice has not been received by the party or office specified in the Task Order.

C. The invoice or performance is in dispute or the TO Contractor has failed to otherwise comply with the provisions of the Task Order.

D. The item or services have not been accepted.

E. The quantity of items delivered is less than the quantity ordered.

F. The items or services do not meet the quality requirements of the Task Order.

G. If the Task Order provides for progress payments, the proper invoice for the progress payment has not been submitted pursuant to the schedule.

H. If the Task Order provides for withholding a retainage and the invoice is for the retainage, all stipulated conditions for release of the retainage have not been met.

I. The TO Contractor has not submitted satisfactory documentation or other evidence reasonably required by the TO Procurement Officer or by the contract concerning performance under the contract and compliance with its provisions.
3.3.7 Travel Reimbursement
Travel will not be reimbursed under this TORFP.

3.3.8 Retainage
This solicitation does not require retainage.

3.4 Liquidated Damages
There are no liquidated damages under this TORFP.

3.5 Disaster Recovery and Data
The following requirements apply to the TO Agreement:

3.5.1 Redundancy, Data Backup and Disaster Recovery
The MSDE/OIT Support Staff backup all virtual servers hosted at MSDE using the existing enterprise solution. The strategies include:

A. Backups of the web, application, and database servers. This shall include daily incremental backups and full weekly backups of all volumes of servers;

A. All virtual servers hosted at MSDE

B. TO Contractor with MSDE/OIT will validate the process by demonstrating operations recovery process for MDCS targeting a specific MDCS server environment and documenting the timeline for recovery, and user validation.

3.5.2 Data Export/Import
The State shall be given permissions and access to all data for the MDCS during development and after production release.

3.5.3 Data Ownership and Access
A. Data, databases, and derived data products created, collected, manipulated, or directly purchased as part of a TORFP shall become the property of the State. The purchasing State agency is considered the custodian of the data and shall determine the use, access, distribution, and other conditions based on appropriate State statutes and regulations.

B. Public jurisdiction user accounts and public jurisdiction data shall not be accessed, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of the Task Order, including as necessary to perform the services hereunder or (4) at the State's written request.

C. The TO Contractor shall limit access to and possession of State data to only TO Contractor Personnel whose responsibilities reasonably require such access or possession and shall train such TO Contractor Personnel on the confidentiality obligations set forth herein.

D. At no time shall any data or processes – that either belong to or are intended for the use of the State or its officers, agents, or 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.

E. The Contractor shall not use any information collected in connection with the services furnished under this Contract for any purpose other than fulfilling such services.
3.5.4 Provisions in Sections 3.5.1 – 3.5.3 shall survive expiration or termination of the TO Agreement. Additionally, the TO Contractor and shall flow down the provisions of Sections 3.5.1-3.5.3 (or the substance thereof) in all subcontracts.

3.6 Insurance Requirements

3.6.1 Offeror shall confirm that, as of the date of its proposal, the insurance policies incorporated into its Master Contract are still current and effective at the required levels (See Master Contract Section 2.7).

3.6.2 The Offeror shall also confirm that any insurance policies intended to satisfy the requirements of this TORFP are issued by a company that is licensed to do business in the State of Maryland.

3.6.3 The recommended awardee must provide a certificate(s) of insurance with the prescribed coverages, limits and requirements set forth in this Section 3.6 “Insurance Requirements” within five (5) Business Days from notice of recommended award. During the period of performance for multi-year contracts the TO Contractor shall update certificates of insurance annually, or as otherwise directed by the TO Manager.

3.7 Security Requirements

3.7.1 Employee Identification

A. TO Contractor Personnel shall display his or her company ID badge or the MSDE provided Visitor badge in a visible location at all times while on State premises. Upon request of authorized State personnel, each such TO Contractor Personnel shall provide additional photo identification.

B. TO Contractor Personnel shall cooperate with State site requirements, including but not limited to, being prepared to be escorted when in restricted area, and providing information for State badge issuance.

C. TO Contractor shall remove any TO Contractor Personnel from working on the Task Order where the State determines, in its sole discretion, that said TO Contractor Personnel has not adhered to the Security requirements specified herein.

D. The State reserves the right to request that the TO Contractor submit proof of employment authorization of non-United States Citizens, prior to commencement of work under the Task Order.

E. Unless otherwise specified, the cost of complying with all security requirements specified herein are the sole responsibility and obligation of the TO Contractor and its subcontractors and no such costs shall be passed through to or reimbursed by the State or any of its agencies or units.

3.7.2 Security Clearance / Criminal Background Checks

A. The TO Contractor shall obtain from all Contractor Personnel assigned to work on the Task Order a signed statement permitting a criminal background check. Prior to commencement of work with sensitive data or within six (6) weeks of NTP Date, 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.

C. 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.

D. 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.

E. TO Contractor shall complete a criminal background check prior to any individual TO
Contractor Personnel working with sensitive data on the project. TO Contractor shall
provide a Criminal Background Check Affidavit (Appendix 3) within six (6) weeks of NTP
Date.

3.7.3 On-Site Security Requirement(s)

A. For the conditions noted below, TO Contractor Personnel may be barred from entrance or
leaving any site until such time that the State’s conditions and queries are satisfied.

1) TO Contractor Personnel may be subject to random security checks when entering
and leaving State secured areas. The State reserves the right to require TO Contractor
Personnel to be accompanied while in secured premises.

2) Some State sites, especially those premises of the Department of Public Safety and
Correctional Services, require each person entering the premises to document and
inventory items (such as tools and equipment) being brought onto the site, and to
submit to a physical search of his or her person. MSDE will require the TO
Contractor Personnel always identify laptops and related devices being brought onto a
site and be prepared to present the inventory list to the State staff or an officer upon
arrival for review, as well as present the tools or equipment for inspection. Before
leaving the site, the TO Contractor Personnel will again present the inventory list and
the tools or equipment for inspection. Upon both entering the site and leaving the site,
State staff or a security officer may search TO Contractor Personnel’s bags.
Depending upon facility rules, specific tools or personal items may be prohibited from
being brought into the facility.

B. Any TO Contractor Personnel who enters the premises of a facility under the jurisdiction of
the Department will be required to wear an identification card issued by the Department.

Section 9-410 through 9-417 and such other security policies of the agency that controls the
facility to which the TO Contractor Personnel seeks access. The failure of any of the TO
Contractor Personnel to comply with any provision of the TO Agreement is sufficient
grounds for the State to immediately terminate the TO Agreement for default.

3.7.4 Information Technology

The TO Contractor shall:

A. Implement Administrative, physical, and technical safeguards to protect State data that are
no less rigorous than accepted industry best practices for information security such as those
listed below (see Section 3.7.5);
B. Ensure that all such safeguards, including the manner in which State data is collected, accessed, used, stored, processed, disposed of, and disclosed, comply with applicable data protection and privacy laws as well as the terms and conditions of the TO Agreement; and

C. The TO Contractor, and TO Contractor Personnel, shall (i) abide by all applicable federal, State, and local laws, rules and regulations concerning security of Information Systems and Information Technology and (ii) comply with and adhere to the State IT Security Policy and Standards as each may be amended or revised from time to time. Updated and revised versions of the State IT Policy and Standards are available online at: www.doit.maryland.gov – keyword: Security Policy.

3.7.5 Data Protection and Controls

A. TO Contractor shall ensure secure environments for all State data and any hardware and software (including but not limited to portable storage devices, tablets, laptops, personal computers, 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 always throughout the term of the TO Agreement (the TO Contractor may augment this list with additional controls):

1) Establish and maintain 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://iasc.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.

3) Ensure that State data is not comingled with non-State data through the proper application of compartmentalization security measures.

4) Apply data encryption to protect Sensitive Data always, including in transit, at rest, and when archived for backup purposes. Unless otherwise directed, the TO Contractor is responsible for the encryption of all Sensitive Data.

5) For all State data the TO Contractor manages or controls, data encryption shall be applied to such data in transit over untrusted networks. Encryption algorithms which are utilized for encrypting data shall comply with current Federal Information
6) Enable appropriate logging parameters to monitor user access activities, authorized and failed access attempts, system exceptions, and critical information security events as recommended by the operating system and application manufacturers and information security standards, including Maryland Department of Information Technology’s Information Security Policy.

7) Retain the aforementioned logs and MSDE-OIT will review suspicious or questionable activity for investigation and documentation as to their cause and remediation, if required. The Department shall have the right to inspect these policies and procedures and the TO Contractor or subcontractor’s performance to confirm the effectiveness of these measures for the services being provided under this TO Agreement.

8) MSDE-OIT will ensure system and network environments are separated by properly configured and updated firewalls.

9) Restrict network connections between trusted and untrusted networks by physically and/or logically isolating systems from unsolicited and unauthenticated network traffic.

10) By default, “deny all” and only allow access by exception.

11) MSDE-OIT will review at least annually the aforementioned network connections, documenting and confirming the business justification for the use of all service, protocols, and ports allowed, including the rationale or compensating controls implemented for those protocols considered insecure but necessary.

12) MSDE-OIT will perform regular vulnerability testing of operating system, application, and network devices. Such testing is expected to identify outdated software versions; missing software patches; device or software misconfigurations; and to validate compliance with or deviations from the security policies applicable to this TO Agreement. TO Contractor shall evaluate all identified vulnerabilities for potential adverse effect on security and integrity and remediate the vulnerability no later than 30 days following the earlier of vulnerability’s identification or public disclosure, or document why remediation action is unnecessary or unsuitable. The Department shall have the right to inspect the TO Contractor’s policies and procedures and the results of vulnerability testing to confirm the effectiveness of these measures for the services being provided under this TO Agreement.

13) Enforce strong user authentication and password control measures to minimize the opportunity for unauthorized access through compromise of the user access controls. At a minimum, the implemented measures should be consistent with the most current Maryland Department of Information Technology’s Information Security Policy (http://doit.maryland.gov/support/Pages/SecurityPolicies.aspx), including specific requirements for password length, complexity, history, and account lockout.

14) Ensure State Data is not processed, transferred, or stored outside of the United States ("U.S."). The TO Contractor shall provide its services to the State and the State’s end users solely from data centers in the U.S. Unless granted an exception in writing by the State, the TO Contractor shall not allow TO Contractor Personnel to store State
data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The TO Contractor shall permit its TO Contractor Personnel to access State data remotely only as required to provide technical support.

15) Ensure TO Contractor's Personnel shall not connect any of its own equipment to a State LAN/WAN without prior written approval by the State, which may be revoked at any time for any reason. The TO Contractor/subcontractor shall complete any necessary paperwork as directed and coordinated with the TO Agreement Monitor to obtain approval by the State to connect TO Contractor/subcontractor-owned equipment to a State LAN/WAN.

16) MSDE-OIT will ensure that anti-virus and anti-malware software is installed and maintained on all systems supporting the services provided under this TO Agreement; that the anti-virus and anti-malware software is automatically updated; and that the software is configured to actively scan and detect threats to the system for remediation. The TO Contractor shall perform routine vulnerability scans and take corrective actions for any findings.

17) MSDE-OIT will conduct regular external vulnerability testing designed to examine the service provider’s security profile from the Internet without benefit of access to internal systems and networks behind the external security perimeter. Evaluate all identified vulnerabilities on Internet-facing devices for potential adverse effect on the service’s security and integrity and remediate the vulnerability promptly or document why remediation action is unnecessary or unsuitable. The Department shall have the right to inspect these policies and procedures and the performance of vulnerability testing to confirm the effectiveness of these measures for the services being provided under this TO Agreement.

3.7.6 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.
3.7.7 Additional security requirements may be established in a Task Order and/or a Work Order.

3.7.8 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.

3.7.9 Provisions in Sections 3.7.1 – 3.7.5 shall survive expiration or termination of the TO Agreement. Additionally, the TO Contractor and shall flow down the provisions of Sections 3.7.4-3.7.5 (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 accepting work performed under the TO Agreement, administrative functions, including issuing written directions, and for ensuring compliance with the terms and conditions of the CATS+ Master Contract.

C. **TO Contractor** – The TO Contractor is the CATS+ Master Contractor awarded this Task Order. The TO Contractor shall provide human resources as necessary to perform the services described in this TORFP Scope of Work.

D. **TO Contractor Manager** – The TO Contractor Manager will serve as primary point of contact with the TO Manager to regularly discuss progress of tasks, upcoming tasking, historical performance, and resolution of any issues that may arise pertaining to the TO Contractor Personnel. The TO Contractor Manager will serve as liaison between the TO Manager and the senior TO Contractor management.

E. **TO Contractor Personnel** – Any official, 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 Offeror’s TO Technical Proposal. Key Personnel may be identified after Task Order award.

3.10.2 Offeror Experience

A. The MSDE believes a critical success factor to this web-based solution will be the existing knowledge that the Master Contractor brings to this TORFP. Offerors are advised that MSDE expects expertise from the selected Master Contractor with training and experience...
The following experience will be evaluated as part of the TO Technical Proposal (see the Offeror qualifications, capability, and references evaluation factor from Section 6.2):

1) The extent to which the Offeror has prior experience developing applications with Microsoft Visual Studio and Team Foundation Server

2) The extent to which the Offeror has experience performing load testing using Team Foundation Server.

3) The extent to which the Offeror has experience configuring and deploying servers in multiple environments.

4) The extent to which the Offeror has demonstrated prior experience with iterative development methods, with agile methodology being most desired.

5) The extent to which the Offeror may have experience with Development and maintenance of internet applications using HTML5 and ASP.Net developed by third party resources

6) The extent to which the Offeror may have experience with Managing the implementation of software using an Agile approach

7) The extent to which the Offeror may have experience with work and configuring Microsoft environments at MSDE described in Section 2 and Appendix 6 in this TORFP

8) The extent to which the Offeror may have experience with customizing Phonetic Matching, Nickname Matching, and String Matches. (Appendix 10 MDCS Matching Criteria)

9) The extent to which the Offeror may have experience with the USDA Direct Certification Program and or producing Federal Reports.

10) The extent to which the Offeror may have experience with Protecting PII data types and encrypting “Data at Rest”

3.10.3 Personnel Experience

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

A. The extent to which the Project Manager has professional certifications for project management and agile development, including:

1) Project Management Institute (PMI) Project Management Professional (PMP)

2) PMI Agile Certified Professional preferred,

3) Certified Scrum Professional or Certified Scrum Master; or

4) Experience managing projects using Agile delivery methods, and

5) Experience working on projects securing private personal information (PPI).

B. Implementing software using an Agile approach,

C. Maintaining code for websites built by third party resources,
D. Any level of experience with the USDA Direct Certification Program and or producing Federal Reports.

3.10.4 Key Personnel

For the Task Order, the following position 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. Offeror must specify the labor category corresponding to the Project Manager role.

3.10.5 Personnel Tasks

A. General Tasks TO Contractor shall:
   1) Conduct interviews with subject matter experts and non-technical business unit staff associated specifically with web site design.
   2) Manage the MDCS source code using Microsoft Team Foundation Server,
   3) Provide product development activities using server environments described in Appendix 6, using HTML5, ASP.net, Java, the Microsoft.Net platform, Microsoft SQL,
   4) Build applications and prototypes within the Agile framework where product owners provide continuous feedback during development, testing, and acceptance.
   5) Develop and maintain source code for websites developed by others.
   6) Conduct interviews in English with subject matter experts, and non-technical business unit staff, associated specifically with web site design.
   7) Conduct Quality Assurance tasks on products where product owners provide continuous feedback during development, testing, and acceptance.
   8) Develop test data and supporting test cases based on interviews with subject matter experts, and non-technical business unit staff.
   9) Provide a breadth of knowledge on best practices for securing sensitive information

B. Specialized Tasks:
   1) Implement and maintain information system providing critical public services
   2) Develop and maintain matching processes (Appendix 10 MDCS Matching Criteria) between disparate data types such as: SQL database elements, data items within ascii files, spreadsheets, or CSV file types, using phonetic or string matches.
   3) Tune and optimize web-based application, and SQL databases in a Microsoft Server architecture.

3.10.6 Number of Personnel to Propose

As part of the TO Proposal, Offerors shall propose one (1) Key Personnel who are expected to be available as of the start date specified in the Notice to Proceed (NTP Date). Offerors shall describe in the Staffing Management Plan (Section 5.4, D) how additional resources shall be acquired to meet the needs of the Department. Offerors may generally describe planned positions in the Staffing Management Plan. Such planned positions may not be used as evidence of fulfilling personnel minimum qualifications.

3.10.7 Labor Categories

A. The list of CATS+ Labor Categories are identified in Section 2.7 of Master Contract. To be responsive to this TORFP, Offerors must provide and meet the minimum qualifications for
all proposed labor categories needed to complete the TORFP. Offerors shall submit a TO Financial Proposal Form (Attachment B) inserting labor rates for all potential labor categories identified in the Staffing Management Plan to complete the work described in this TORFP. Actual resumes shall be provided only for Key Personnel as described in Section 3.10.4. Resumes for all other resources shall be provided to the TO Manager per and reflect the experience and expertise described in the Staffing Management Plan.

B. Each Labor Category includes Titles, Position Description, Education, and Experience (General and Specialized).

C. Education and experience described below constitute the minimum qualifications for candidates proposed in response to a TORFP. All experience required must have occurred within the most recent five (5) years.

D. TO Contractor Personnel Experience (including Key Personnel submitted in response to this TORFP).

3.10.8 Project Manager

E. The proposed Project Manager shall:

1) Schedule and assign resources to interview subject matter experts, non-technical business unit staff associated specifically with web site design, system maintenance, and identify processes to secure personally identifiable information.

2) Lead project using the Agile framework and generating related management reports to track work completed and backlogs.

3) Assemble and maintain SDLC documents using Agile tools, Microsoft Office, and third party reporting tools to: produce schedules, track work and monitor backlogs.

4) Manage requirements elicitation, analysis, and management throughout the system lifecycle.

5) Lead teams, hosting meetings with project stakeholders and sponsors, providing project status information, project accomplishments, risk analysis, and upcoming scheduled work.

6) Manage technology projects in a multi-tier Microsoft Server environment through their project completion using the Agile framework and producing associated SDLC articles in a Windows Servers Environment.

7) Execute project closeout and transition efforts to system support.

8) Manage interactive processes within the agile framework with technical resources and product owners.

9) Collaborate with the technical team, executive sponsors, and subject matter experts to review and update requirements

3.10.9 Substitution of Education for Experience

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

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

3.10.11 Work Hours

A. Business Hours Support: TO Contractor shall assign TO Contractor Personnel to support Department business hours (8:30 AM to 5:00 PM), Monday through Friday except for State holidays.

B. Needs beyond the hours described in paragraph A may be defined in a Task Order.

C. TO Contractor Personnel may also be required to provide occasional support outside of normal State Business Hours, including evenings, overnight, and weekends, to support specific efforts and emergencies, such as to resolve system repair or restoration. Hours performing activities would be billed on an actual time worked basis at the rates proposed.

D. State-Mandated Closings: TO Contractor Personnel shall be required to participate in any State-mandated closings. In this event, the TO Contractor shall be notified in writing by the TO Manager of these details.

E. Minimum and Maximum Hours: Full-time TO Contractor Personnel shall work 40 hours per week with starting and ending times as approved by the TO Manager. A flexible work schedule may be used with TO Manager approval, including time to support any efforts outside core business hours. TO Contractor Personnel may also be requested to restrict the number of hours TO Contractor Personnel can work within a given period that may result in less than an eight-hour day or less than a 40-hour work week.

F. Vacation Hours: Requests for leave shall be submitted to the TO Manager at least two weeks in advance. The TO Manager reserves the right to request a temporary replacement if leave extends longer than one consecutive week. In cases where there is insufficient coverage, a leave request may be denied.

3.11 Substitution of Personnel

3.11.1 Directed Personnel Replacement

A. The TO Manager may direct the TO Contractor to replace any TO Contractor Personnel who, in the sole discretion of the TO Manager, are perceived as being unqualified, non-productive, unable to fully perform the job duties, disruptive, or known, or reasonably believed, to have committed a major infraction(s) of law or Department, Contract, or Task Order requirement.

B. If deemed appropriate in the discretion of the TO Manager, the TO Manager shall give written notice of any TO Contractor Personnel performance issues to the TO Contractor, describing the problem and delineating the remediation requirement(s). The TO Contractor shall provide a written Remediation Plan within three (3) days of the date of the notice. If the TO Manager rejects the Remediation Plan, the TO Contractor shall revise and resubmit the plan to the TO Manager within five (5) days of the rejection, or in the timeframe set forth by the TO Manager in writing. Once a Remediation Plan has been accepted in writing by the TO Manager, the TO Contractor shall immediately implement the Remediation Plan.

C. Should performance issues persist despite the approved Remediation Plan, the TO Manager will give written notice of the continuing performance issues and either request a new Remediation Plan within a specified time limit or direct the removal and replacement of the person.
TO Contractor Personnel whose performance is at issue. A request for a new Remediation Plan will follow the procedure described in Section 3.11.1.B.

D. In circumstances of directed removal, the TO Contractor shall provide a suitable replacement for TO Manager approval within fifteen (15) days of the date of the notification of directed removal, or the actual removal, whichever occurs first, or such earlier time as directed by the TO Manager in the event of a removal on less than fifteen days’ notice.

E. Normally, a directed personnel replacement will occur only after prior notification of problems with requested remediation, as described above. However, the TO Manager reserves the right to direct immediate personnel replacement without utilizing the remediation procedure described above.

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

3.11.2 Substitution Prior to and 30 Days After Task Order Execution

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

B. An Extraordinary Personnel Event - means Leave under the Family Medical Leave Act; an incapacitating injury or incapacitating illness; or other circumstances that in the sole discretion of the State warrant an extended leave of absence, such as extended jury duty or extended military service.

3.11.3 Substitution More Than 30 Days After Task Order Execution

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

A. The TO Contractor may not substitute personnel without the prior approval of the TO Manager.

B. To replace any personnel, the TO Contractor shall submit resumes of the proposed individual specifying the intended approved labor category. Any proposed substitute personnel shall have qualifications equal to or better than those of the replaced personnel.

C. Proposed substitute individual shall be approved by the TO Manager. The TO Manager shall have the option to interview the proposed substitute personnel and may require that such interviews be in person. After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the requested substitution. If no acceptable substitute is proposed within the time frame established by the TO Manager, the TO Agreement may be cancelled.
3.12 Minority Business Enterprise (MBE) Reports

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

3.12.1 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.

3.12.2 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.

3.12.3 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.

3.12.4 Subcontractor reporting shall be sent directly from the subcontractor to the Department. The TO Contractor shall e-mail all completed forms, copies of invoices and checks paid to the MBE directly to the TO Manager.

3.13 Veteran Small Business Enterprise (VSBE) Reports

THERE IS NO VSBE GOAL FOR THIS TASK ORDER.

3.14 Work Orders

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

3.15 Additional Clauses

The TO Contractor shall be subject to the requirements in this section and shall follow the provisions of Sections 3.15.1 – 3.15.3 (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 Offeror specifically
agrees that for any software, hardware, or hosting service that it proposes for use by the
State in response to this TORFP, the State will have the right to purchase from another
source, instead of from the selected Offeror.

3.15.2 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

This section does not apply to this solicitation.

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 A TO pre-proposal conference (Conference) will be held at the date, time, and location indicated on the Key Information Summary Sheet.

4.1.2 Attendance at the Conference is not mandatory, but all interested parties are encouraged to attend 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.

4.1.6 Seating at the Conference will be limited to three (3) attendees per company.

4.1.7 Those wishing to attend the web Conference may request a meeting invitation by emailing June Dwyer at june.dwyer@maryland.gov no later than 2:00 PM on April 18, 2018. An invitation e-mail is required for attendance. Upon receipt of the email, the TO Procurement Officer will reply with a registration email with a link that may be used to attend the conference.

4.2  Questions

4.2.1 All questions shall identify in the subject line the Solicitation Number and Title (R00B8400026 - Maryland Direct Certification 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 Offerors submitting TO Proposals should allow sufficient delivery time to ensure timely receipt by the TO Procurement Officer. Except as provided in COMAR 21.05.03.02.F
and 21.05.02.10, TO Proposals received after the due date and time listed in the Key Information Summary Sheet will not be considered.

4.3.4 The date and time of an e-mail submission is determined by the date and time of arrival in the e-mail address indicated on the Key Information Summary Sheet.

4.3.5 TO Proposals may be modified or withdrawn by written notice received by the TO Procurement Officer before the time and date set forth in the Key Information Summary Sheet for receipt of TO Proposals.

4.4 Award Basis

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

4.5 Oral Presentation

4.5.1 Offerors and proposed TO Contractor Personnel will be required to make an oral presentation to State representatives. Offerors must confirm in writing any substantive oral clarification of, or change in, their Proposals made in the course of discussions. Any such written clarifications or changes then become part of the Master Contractor’s TO Proposal. The TO Procurement Officer will notify Offerors of the time and place of oral presentations and interviews, should interviews be scheduled separately.

4.5.2 An oral presentation will be performed in person for all Offerors meeting minimum qualifications. All proposed Key Personnel candidates shall be interviewed in person during the oral presentation in substantially the same manner.

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 one (1) times the total TO Agreement amount.

4.7 MBE Participation Goal

4.7.1 A Master Contractor that responds to this TORFP shall complete, sign, and submit all required MBE documentation at the time of TO Proposal submission (See Attachment D Minority Business Enterprise Forms). Failure of the Master Contractor to complete, sign, and submit all required MBE documentation at the time of TO Proposal submission will result in the State’s rejection of the Master Contractor’s TO Proposal.

4.7.2 In 2014, Maryland adopted new regulations as part of its Minority Business Enterprise (MBE) program concerning MBE primes. Those new regulations, which became effective June 9, 2014 and are being applied to this task order, provide that when a certified MBE firm participates as a prime contractor on a contract, an agency may count the distinct, clearly defined portion of the work of the contract that the certified MBE firm performs with its own forces toward fulfilling up to fifty-percent (50%) of the MBE participation goal (overall) and up to one hundred percent (100%) of not more than one
4.8 VSBE Goal
There is no VSBE participation goal for this procurement.

4.9 Living Wage Requirements
4.9.1 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.
4.9.2 All TO Proposals shall be accompanied by a completed Living Wage Affidavit of Agreement, Attachment F of this TORFP.

4.10 Federal Funding Acknowledgement
4.10.1 There are programmatic conditions that apply to this TO Agreement due to federal funding (see Attachment G).
4.10.2 The total amount of Federal funds allocated for Maryland State Department of Education-Headquarters is $208,842,327 in Maryland State fiscal year 2018. This represents 63.9% of all funds budgeted for the unit in that fiscal year. This does not necessarily represent the amount of funding available for any particular grant, contract, or solicitation.
4.10.3 The TO Agreement contains federal funds. The source of these federal funds is: USDA-Child Nutrition Discretionary Grants Limited Availability. The CFDA number is: 10.579. The conditions that apply to all federal funds awarded by the Department are contained in Federal Funds Attachment G. Any additional conditions that apply to this particular federally-funded contract are contained as supplements to Federal Funds Attachment G and Offerors are to complete and submit these Attachments with their TO Proposals as instructed in the Attachments. Acceptance of this agreement indicates the Offeror’s intent to comply with all conditions, which are part of the TO Agreement.

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

4.12 Non-Disclosure Agreement

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

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

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

4.14 Proposal Affidavit
A TO Proposal submitted by the Offeror must be accompanied by a completed Proposal Affidavit. A copy of this Affidavit is included as Attachment C 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

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

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

A. It is independently owned and operated;
B. It is not a subsidiary of another business;
C. It is not dominant in its field of operation; and
   1) With respect to employees:
a) Its wholesale operations did not employ more than 50 persons in its most recently completed three (3) fiscal years;
b) Its retail operations did not employ more than 25 persons in its most recently three (3) fiscal years;
c) Its manufacturing operations did not employ more than 100 persons in its most recently three (3) fiscal years;
d) Its service operations did not employ more than 100 persons in its most recently three (3) fiscal years;
e) Its construction operations did not employ more than 50 persons in its most recently three (3) fiscal years; and
f) The architectural and engineering services of the business did not employ more than 100 persons in its most recently three (3) fiscal years; and

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

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

4.18.3 Ineligible Proposals. Under a small business reserve solicitation, a business that is not a certified small business is ineligible for award of a contract.

4.18.4 Before awarding a contract under a solicitation designated as a small business reserve solicitation, the TO Procurement Officer shall verify that the apparent awardee is certified by the Governor's Office of Small, Minority & Women Business Affairs as a small business. An award under a small business reserve may not be made to a business that has not been SBR certified.

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5 TO Proposal Format

5.1 Required Response

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

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

5.2 Two Part Submission

Offerors shall submit TO Proposals in separate volumes:

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

5.3 TO Proposal Packaging and Delivery

5.3.1 TO Proposals delivered by facsimile shall not be considered.

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

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

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

B. An Offeror wishing to deliver a hard copy (paper) TO Proposal shall contact the TO Procurement Officer for instructions.

5.3.4 E-mail submissions

A. All TO Proposal e-mail attachments shall be sent with password protection.

B. The TO Procurement Officer will not accept submissions after the date and exact time stated in the Key Information Summary Sheet. The date and time of submission is determined by the date and time of arrival in the TO Procurement Officer’s e-mail box. Time stamps on outgoing email from Master TO Contractors shall not be accepted. Requests for extension of this date or time will not be granted. Except as provided in COMAR 21.05.03.02F, TO Proposals received by the TO Procurement Officer after the due date will not be considered.

C. The State has established the following procedure to restrict access to the TO Proposals received electronically: all Technical and TO Financial Proposals must be password protected, and the password for the TO TECHNICAL PROPOSAL must be different from the password for the TO Financial Proposal. Offerors will provide these two passwords to MSDE upon request or their TO Proposal will be deemed not susceptible for award. Subsequent submissions of TO Proposal content will not be allowed.

D. The TO Procurement Officer will only contact those Offerors with TO Proposals that are reasonably susceptible for award.
E. TO Proposals submitted via e-mail must not exceed 8 Mb. If a submission exceeds this size, split the submission into two or more parts and include the appropriate part number in the subject (e.g., part 1 of 2) after the subject line information below.

F. The e-mail submission subject line shall state the TORFP R00B8400026 and either “Technical” or “Financial.”

5.3.5 Two Part Submission:

A. TO Technical Proposal consisting of:
1) TO Technical Proposal and all supporting material in Microsoft Word format, version 2007 or greater,
2) the TO Technical Proposal in searchable Adobe PDF format,
3) a second searchable Adobe copy of the TO Technical Proposal, redacted in accordance with confidential and/or proprietary information removed (see Section 5.4.2.B), and

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

5.3.6 Label each electronic media (CD, DVD, or flash drive) on the outside with the TORFP title and number, name of the Offeror, 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). Include pricing information only in the TO Financial Proposal (Volume II).

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

5.4.2 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 Offeror’s understanding of the TORFP scope of work (Sections 2-3) and proposed solution.
2) Proposed Solution: A more detailed description of the Offeror’s understanding of the TORFP scope of work, proposed methodology and solution. The proposed solution shall be organized to exactly match the requirements outlined in Sections 2-3, and shall describe an approach for implementing Multi Factor Authentication (MFA).
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) Management Plan: The management plan is a source of information on the project and project activities. It shall specify how the project will be planned, staffed, tasks performed, tracked, controlled, and closed. It is shall propose how the TO Contractor's project manager plans to manage and implement the MDCS. The TO Contractor will be responsible for administering and supervising planning activities.

5) 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 Offeror 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) The Offeror shall identify any location(s) other than MSDE 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.

9) The Offeror 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 and those Agile Artifacts in Appendix 11. The schedule shall also detail proposed submission due date/frequency of each recommended Deliverable.

B. Proposer Information Sheet and Transmittal Letter

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

C. Minimum Qualifications Documentation (If applicable)

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

D. Proposed Personnel and TORFP Staffing

Offeror shall propose exactly 1 Key Personnel in response to this TORFP. Offeror shall:

1) Identify the qualifications and types of all staff proposed to be utilized under the Task Order. The Offeror shall describe in detail how the proposed staff's experience and qualifications relate to their specific responsibilities, including any staff of proposed subcontractor(s), as detailed in the Work Plan.
2) Complete and provide for each proposed resource Appendix 4A Minimum Qualifications Summary and Appendix 4B Personnel Resume Form.

3) Provide evidence proposed personnel possess the required certifications, knowledge, and experience in accordance with Section 1.1 Offeror Personnel Minimum Qualifications. Also provide proof of PMP certification from PMI or copy of Agile certification from an accredited organization. Proof of Certification with a matching name of the proposed personnel, the date issued, and the Certification is active.

4) Provide three (3) references per proposed Key Personnel containing the information listed in Appendix 4B.

5) Provide information demonstrating the depth of experience in the Agile framework and producing and maintaining Agile Artifacts (Appendix 11).

6) List experiences using Microsoft Team Foundation Server 2010 or newer, including source code management, versioning management, and requirements management.

7) Provide a Staffing Management Plan that demonstrates how the Offeror will provide resources in addition to the personnel requested in this TORFP, their role, and how the TO Contractor Personnel shall be managed. The Staffing Management Plan shall include:
   a) For the Key Resource identified as the Project Manager in this Task Order, provide the name of the resource, resume, references, and history required for evaluation of this TORFP.
   b) Process and proposed lead time for locating and bringing on board resources that meet the Task Order needs.
   c) Supporting descriptions for all labor categories proposed in response to this TORFP.
   d) Description of approach for quickly substituting qualified personnel after start of the Task Order.

8) Include a Resource Calendar identifying the times/durations personnel are needed. Some resources may be needed for the entire length of the project while others may be required for a portion of the project. Provide the names and titles of the Offeror’s management staff who will supervise the personnel and quality of services rendered under this TO Agreement.

E. Subcontractors
   Identify all proposed Subcontractors, including MBEs, and their roles in the performance of the scope of work hereunder.

F. Overall Offeror team organizational chart and escalation policies
   Provide an overall team organizational chart with all team resources available to fulfill the Task Order scope of work.

G. Master Contractor and Subcontractor Experience and Capabilities
   1) Provide up to three examples of engagements or contracts the Master Contractor or Subcontractor, if applicable, has completed that were similar to the requested scope of work. Include contact information for each client organization complete with the following:
      a) Name of organization.
b) Point of contact name, title, e-mail, and telephone number (point of contact shall be accessible and knowledgeable regarding experience)

c) Services provided as they relate to the scope of work.

d) Start and end dates for each example engagement or contract.

e) Current Master Contractor team personnel who participated on the engagement.

f) If the Master Contractor is no longer providing the services, explain why not.

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

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

   a) Contract or task order name

   b) Name of organization.

   c) Point of contact name, title, e-mail, and telephone number (point of contact shall be accessible and knowledgeable regarding experience)

   d) Start and end dates for each engagement or contract. If the Master Contractor is no longer providing the services, explain why not.

   e) Dollar value of the contract.

   f) Indicate if the contract was terminated before the original expiration date.

   g) Indicate if any renewal options were not exercised.

Note - State of Maryland experience can be included as part of G.1 above as engagement or contract experience. State of Maryland experience is neither required nor given more weight in proposal evaluations.

H. References

1) Provide at least three (3) references from customers who are capable of documenting the Offeror's ability to provide the goods and services specified in this TORFP. References used to meet any Minimum Qualifications (see TORFP Section 1) may be used to meet this request. Each reference shall be from a client for whom the Offeror has provided goods and services within the past five (5) years and shall include the following information:

   a) Name of client organization;

   b) Name, title, telephone number, and e-mail address, if available, of point of contact for client organization; and

   c) Value, type, duration, and description of goods and services provided.

2) The Department reserves the right to request additional references or utilize references not provided by the Offeror. Points of contact must be accessible and knowledgeable regarding Offeror performance.

I. State Assistance

Provide an estimate of expectation concerning participation by State Personnel.
J. Confidentiality

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

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

K. Additional Submissions:

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

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

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:
   a) Authorizing entity POC name and alternate for verification
   b) Authorizing entity POC mailing address
   c) Authorizing entity POC telephone number
   d) Authorizing entity POC email address
   e) 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 Offeror 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.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.
6 Evaluation and Selection Process

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

6.1 Evaluation Committee

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

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

6.2 TO Technical Proposal Evaluation Criteria

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

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

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

6.2.2 Demonstration of how the Master Contractor plans to staff the task order at the levels set forth in the TORFP and for potential future resource requests. (See TORFP § 5.4.2.A)

6.2.3 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).

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

6.3 TO Financial Proposal Evaluation Criteria

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

6.4 Selection Procedures

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

A. TO Proposals will be assessed throughout the evaluation process for compliance with the minimum qualifications listed in Section 1 of this TORFP, and quality of responses to
Section 5.3 TO Technical Proposal. Failure to meet the minimum qualifications shall render a TO Proposal not reasonably susceptible for award. The TO Procurement Officer will notify those Offerors who have not been selected to perform the work.

B. TO Technical Proposals will be evaluated for technical merit and ranked. Oral presentations and discussions may be held to assure full understanding of the State’s requirements and of the qualified Offeror’s proposals and abilities to perform, and to facilitate arrival at a TO Agreement that is most advantageous to the State.

C. The Procurement Officer will only open the TO Financial Proposals where the associated TO Technical Proposals have been classified as reasonably susceptible for award.

D. After review of TO Financial Proposals, TO Financial Proposals for qualified Offerors will be reviewed and ranked from lowest to highest price proposed.

E. When in the best interest of the State, the TO Procurement Officer may permit Qualified Offerors to revise their initial Proposals and submit, in writing, Best and Final Offers (BAFOs). The State may make an award without issuing a request for a BAFO.

F. The Procurement Officer shall make a determination recommending award of the TO to the responsible Offeror who has the TO Proposal determined to be the most advantageous to the State, considering price and the evaluation criteria set forth above. In making this selection, the TO Technical Proposal will be given greater weight than the TO Financial Proposal.

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

6.5 Documents Required upon Notice of Recommendation for Task Order Award

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

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

A. Issuance of a fully executed TO Agreement,

B. Purchase Order, and

C. Notice to Proceed authorized by the TO Procurement Officer. See (see online example at http://doit.maryland.gov/contracts/Documents/CATSPlus/CATS+NoticeToProceedSample.pdf).

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7 TORFP ATTACHMENTS AND APPENDICES

Instruction Page

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

For documents required as part of the proposal:

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

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

Table 1: TORFP ATTACHMENTS AND APPENDICES

<table>
<thead>
<tr>
<th>Applies?</th>
<th>When to Submit</th>
<th>Label</th>
<th>Attachment Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Y</td>
<td>Before TO Proposal</td>
<td>A</td>
<td>Pre-Proposal Conference Response Form</td>
</tr>
<tr>
<td>Y</td>
<td>With TO Proposal</td>
<td>B</td>
<td>TO Financial Proposal Instructions and Form</td>
</tr>
<tr>
<td>N</td>
<td>n/a</td>
<td>C</td>
<td>Bid/Proposal Affidavit</td>
</tr>
<tr>
<td>Y</td>
<td>With Proposal</td>
<td>D</td>
<td>MBE Forms D-1A</td>
</tr>
<tr>
<td>Y</td>
<td>10 Business Days after recommended award</td>
<td>D</td>
<td>MBE Forms D-1B, D-1C, D-2, D-3A, D-3B</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>Important: Attachment D-1C, if a waiver has been requested, is also required within 10 days of recommended award.</td>
</tr>
<tr>
<td>Y</td>
<td>As directed in forms</td>
<td>D</td>
<td>MBE Forms D-4A, D-4B, D-5</td>
</tr>
<tr>
<td>N</td>
<td>With TO Proposal</td>
<td>E</td>
<td>Veteran-Owned Small Business Enterprise (VSBE) Form E-1</td>
</tr>
<tr>
<td>N</td>
<td>5 Business Days after recommended award</td>
<td>E</td>
<td>VSBE Forms E-2, E-3</td>
</tr>
<tr>
<td>Y</td>
<td>With TO Proposal</td>
<td>F</td>
<td>Maryland Living Wage Requirements for Service Task Orders and Affidavit of Agreement</td>
</tr>
<tr>
<td>Y</td>
<td>With TO Proposal</td>
<td>G</td>
<td>Federal Funds Attachments</td>
</tr>
<tr>
<td>Y</td>
<td>With TO Proposal</td>
<td>H</td>
<td>Conflict of Interest Affidavit and Disclosure</td>
</tr>
<tr>
<td>Applies?</td>
<td>When to Submit</td>
<td>Label</td>
<td>Attachment Name</td>
</tr>
<tr>
<td>---------</td>
<td>----------------------------------------------------</td>
<td>-------</td>
<td>----------------------------------------------------------</td>
</tr>
<tr>
<td>Y</td>
<td>5 Business Days after recommended award</td>
<td>I</td>
<td>Non-Disclosure Agreement (TO Contractor)</td>
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<tr>
<td>N</td>
<td>5 Business Days after recommended award</td>
<td>J</td>
<td>HIPAA Business Associate Agreement</td>
</tr>
<tr>
<td>N</td>
<td>With TO Proposal</td>
<td>K</td>
<td>Mercury Affidavit</td>
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<tr>
<td>N</td>
<td>With TO Proposal</td>
<td>L</td>
<td>Location of the Performance of Services Disclosure</td>
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<tr>
<td>Y</td>
<td>5 Business Days after recommended award</td>
<td>M</td>
<td>Task Order Agreement</td>
</tr>
<tr>
<td>Y</td>
<td>Do not submit</td>
<td>1</td>
<td>Abbreviations and Definitions</td>
</tr>
<tr>
<td>Y</td>
<td>With TO Proposal</td>
<td>2</td>
<td>Offeror Information Sheet</td>
</tr>
<tr>
<td>Y</td>
<td>Prior to completion of the Transition-In requirements.</td>
<td>3</td>
<td>Criminal Background Check Affidavit.</td>
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<tr>
<td>Y</td>
<td>With TO Proposal</td>
<td>4</td>
<td>Labor Classification Personnel Resume Summary (Appendix 2A and 2B)</td>
</tr>
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<td>Y</td>
<td>Don’t submit</td>
<td>5</td>
<td>Network Overview of MDCS VLAN</td>
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<td>Don’t submit</td>
<td>6</td>
<td>MDCS SERVER SPECIFICATION</td>
</tr>
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<td>Don’t submit</td>
<td>7</td>
<td>MDCS SECURITY ROLES AND FUNCTIONS</td>
</tr>
<tr>
<td>Y</td>
<td>Don’t submit</td>
<td>8</td>
<td>LIST OF MDCS REPORTS</td>
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<td>Y</td>
<td>Don’t submit</td>
<td>9</td>
<td>TYPES OF MDCS EMAIL COMMUNICATIONS</td>
</tr>
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<td>Y</td>
<td>Don’t submit</td>
<td>10</td>
<td>MDCS MATCHING CRITERIA</td>
</tr>
<tr>
<td>Y</td>
<td>Don’t submit</td>
<td>11</td>
<td>Agile Artifacts and Events</td>
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<tr>
<td>Y</td>
<td>With TO Proposal</td>
<td>12</td>
<td>CERTIFICATION REGARDING DISCRIMINATORY BOYCOTTS OF ISRAEL</td>
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<tr>
<td>Y</td>
<td>Don’t submit</td>
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<td>MDCS Timesheet</td>
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**Additional Submissions**

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<th>When to Submit</th>
<th>Label</th>
<th>Attachment Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Y</td>
<td>5 Business Days after recommended award</td>
<td>--</td>
<td>Evidence of meeting insurance requirements (see Section 3.6); 1 copy</td>
</tr>
<tr>
<td>Y</td>
<td>With deliverables, as directed by TO Manager</td>
<td>--</td>
<td>Deliverable Product Acceptance Form (DPAF) (see online at <a href="http://doit.maryland.gov/contracts/Documents/CATSPlus/CATS+DPAFSample.pdf">http://doit.maryland.gov/contracts/Documents/CATSPlus/CATS+DPAFSample.pdf</a>)</td>
</tr>
</tbody>
</table>
Attachment A. TO Pre-Proposal Conference Response Form

Solicitation Number R00B8400026
Maryland Direct Certification System

A TO Pre-proposal conference will be held on <<preProposalDate>>, at the:

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

Please return this form by <<preProposalFormDue>>, 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:

June Dwyer
MSDE
E-mail: JuneDwyer@maryland.gov
Fax #: <<procurementOfficerFax>>

Please indicate:

____ Yes, the following representatives will be in attendance.

Attendees (Check the TORFP for limits to the number of attendees allowed):
1.
2.
3.

____ No, we will not be in attendance.

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

Offeror:
Offeror Name (please print or type)

By:
Signature/Seal

Printed Name:
Printed Name

Title:
Title

Date:
Date
Directions to the TO Pre-Proposal Conference

Link to Pre-Conference Directions

From Interstate 95 (Washington, D. C.)

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

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

From Annapolis – Route 50


From the Baltimore-Washington Parkway (Route 295)

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

Refer to supplied attachment: MDCS Attachment-B Price Sheet
Attachment C. Bid/Proposal Affidavit

A. AUTHORITY

I hereby affirm that I, ______________________ (name of affiant) am the ______________________ (title) and duly authorized representative of ______________________ (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 Bidder/Offeror hereby certifies and agrees that the following information is correct: In preparing its Bid/proposal on this project, the Bidder/Offeror has considered all Bid/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, genetic information or an individual’s refusal to submit to a genetic test or make available the results of a genetic test, 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 Bid/proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the Bid/proposal. As part of its Bid/proposal, the Bidder/Offeror 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 Bidder/Offeror discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder/Offeror 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 Bidder/Offeror 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 Bid/proposal and:

1. Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority bid/proposal;

2. Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the Bid/proposal;

3. Fail to use the certified minority business enterprise in the performance of the contract; or

4. Pay the certified minority business enterprise solely for the use of its name in the Bid/proposal.

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
Bid/proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the Bid/proposal.

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

The undersigned Bidder/Offeror 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 Bid/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):

________________________________________________________________________

________________________________________________________________________
D. 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:

(1) 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;

(2) Been convicted of any criminal violation of a state or federal antitrust statute;

(3) 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;

(4) 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;

(5) Been convicted of a violation of § 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(6) 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;

(7) 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;

(8) 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;

(9) 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;


(11) Been convicted of a violation of the Tax-General Article, Title 13, Subtitle 7 or Subtitle 10, Annotated Code of Maryland;
(12) 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;

(13) 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;

(14) 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;

(15) 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):

E. 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).

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES
I FURTHER AFFIRM THAT:

(1) 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

(2) 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):

G. 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.

H. AFFIRMATION REGARDING COLLUSION
I FURTHER AFFIRM THAT:

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

(1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying Bid/proposal that is being submitted; or

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the Bid/proposal price of the Bidder/Offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying Bid/proposal is submitted.

I. 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.

J. 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.

K. CERTIFICATION REGARDING INVESTMENTS IN IRAN
(1) 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.
(2) The undersigned is unable to make the above certification regarding its investment activities in Iran due to the following activities:

L. 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.

M. PROHIBITING DISCRIMINATORY BOYCOTTS OF ISRAEL
I FURTHER AFFIRM THAT:
In preparing its bid/proposal on this project, the Bidder/Offeror has considered all bid/proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor, vendor, or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity on the basis of Israeli national origin, or residence or incorporation in Israel and its territories. The Bidder/Offeror also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. Without limiting any other provision of the solicitation for bid/proposals for this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to reject the bid/proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the bid/proposal.

N. I FURTHER AFFIRM THAT:
Any claims of environmental attributes made relating to a product or service included in the bid or bid/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.

**O. 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 Bid/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:

*Printed Name of Authorized Representative and Affiant*

Title:

*Title*

Date:

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

TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING REQUIREMENTS

CATS+ TORFP # R00B8400026

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.
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 sub goals, 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 sub goals, regardless of MBE Prime’s ability to self-perform up to 50% of the overall goal (including up to 100% of any sub goal), the MBE Prime must either commit to other MBEs for each of any remaining sub goals 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 sub goal or the balance of the overall goal.

In certain instances, where the percentages allocated to MBE participation sub goals 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.gomdsmallbiz.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 sub goals, 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 Offeror is unable to achieve the MBE participation goal and/or any sub goals (if applicable), the Offeror must request a waiver in Item 1 of the MBE Utilization and Fair Solicitation Affidavit (Attachment D-1A) or the Proposal determined to be not susceptible of being selected for award. You may wish to use the 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.

**SUBGOALS (IF APPLICABLE)**

- **TOTAL AFRICAN AMERICAN MBE PARTICIPATION:** 0%
- **TOTAL ASIAN AMERICAN MBE PARTICIPATION:** 0%
- **TOTAL HISPANIC AMERICAN MBE PARTICIPATION:** 0%
Maryland Direct Certification System
Solicitation #: R00B8400026

otal Women-Owned MBE Participation: 0%
OVERALL GOAL
Total MBE Participation (include all categories): 15%

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

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

In connection with the Proposal submitted in response to Solicitation No. R00B8400026, 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):
   - 0% for African American-owned MBE firms
   - 0% for Hispanic American-owned MBE firms
   - 0% for Asian American-owned MBE firms
   - 0% 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.

<table>
<thead>
<tr>
<th>Prime Contractor:</th>
<th>Project Description:</th>
<th>PROJECT/CONTRACT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Offeror Company Name, Street Address, Phone</td>
<td>Maryland Direct Certification System</td>
<td>NUMBER: R00B84000026</td>
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</tbody>
</table>

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)

<table>
<thead>
<tr>
<th>MBE Prime Firm Name:</th>
<th>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): ____ %</th>
</tr>
</thead>
<tbody>
<tr>
<td>MBE Certification Number:</td>
<td>Percentage of total Contract Value to be performed with own forces and counted towards the, if any, for my MBE classification (up to 100% sub goal of not more than one sub goal): ____ %</td>
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<tr>
<td>(If dually certified, check only one box.)</td>
<td>Description of the Work to be performed with MBE prime’s workforce:</td>
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<td>☐ African American-Owned</td>
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<td>☐ Hispanic American- Owned</td>
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<td>☐ Asian American-Owned</td>
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<td>☐ Women-Owned</td>
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<tr>
<td>☐ Other MBE Classification</td>
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</table>
**SECTION B: For all Contractors (including MBE Primes and MBE Primes in a Joint Venture)**

<table>
<thead>
<tr>
<th>MBE Firm Name:</th>
<th>Percentage of Total Contract to be provided by this MBE:</th>
<th>Description of the Work to be Performed:</th>
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<td>MBE Certification Number:</td>
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(Continue on separate page if needed)
I solemnly affirm under the penalties of perjury that: (i) I have reviewed the instructions for the MBE Utilization & Fair Solicitation Affidavit and MBE Schedule, and (ii) the information contained in the MBE Utilization & Fair Solicitation Affidavit and MBE Schedule is true to the best of my knowledge, information, and belief.

Offeror: ________________________________
Offeror Name (please print or type)

By: ________________________________
Signature of Authorized Representative

Printed Name: ________________________________
Printed Name

Title: ________________________________

Title

Date: ________________________________

Date

Address: ________________________________

Company Address

SUBMIT THIS AFFIDAVIT WITH PROPOSAL
D-1B WAIVER GUIDANCE

GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET MBE PARTICIPATION GOALS

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

I. Definitions

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

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

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

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

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

II. Types of Actions Agency will Consider

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

A. Identify Proposal Items as Work for MBE Firms

1. Identified Items of Work in Procurements
   
   (a) Certain procurements will include a list of Proposal items identified during the goal setting process as possible work for performance by MBE Firms. If the procurement provides a list of Identified Items of Work, the Offeror shall make all reasonable efforts to solicit quotes from MBE Firms to perform that work.
   
   (b) Offerors may, and are encouraged to, select additional items of work to be performed by MBE Firms to increase the likelihood that the MBE Goal(s) will be achieved.

2. Identified Items of Work by Offerors
   
   (a) When the procurement does not include a list of Identified Items of Work or for additional Identified Items of Work, Offerors should reasonably identify sufficient items of work to be performed by MBE Firms.
   
   (b) Where appropriate, Offerors should break out contract work items into economically feasible units to facilitate MBE participation, rather than perform these work items with their own forces. The ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the Offeror of the responsibility to make Good Faith Efforts.

B. Identify MBE Firms to Solicit

1. MBE Firms Identified in Procurements
   
   (a) Certain procurements will include a list of the MBE Firms identified during the goal setting process as available to perform the items of work. If the procurement provides a list of Identified MBE Firms, the Offeror shall make all reasonable efforts to solicit those MBE firms.
   
   (b) Offerors may, and are encouraged to, search the MBE Directory to identify additional MBEs who may be available to perform the items of work, such as MBEs certified or granted an expansion of services after the solicitation was issued.

2. MBE Firms Identified by Offerors
   
   (a) When the procurement does not include a list of Identified MBE Firms, Offerors should reasonably identify the MBE Firms that are available to perform the Identified Items of Work.
   
   (b) Any MBE Firms identified as available by the Offeror should be certified to perform the Identified Items of Work.

C. Solicit MBEs

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

2. “All” Identified Firms includes the MBEs listed in the procurement and any MBE Firms you identify as potentially available to perform the Identified Items of Work, but it does not include MBE Firms who are no longer certified to perform the work as of the date the Offeror provides written solicitations.

3. “Electronic Means” includes, for example, information provided via a website or file transfer protocol (FTP) site containing the plans, specifications, and other requirements of the contract. If an interested MBE cannot access the information provided by electronic means, the Offeror must make the information available in a manner that is accessible to the interested MBE.

4. Follow up on initial written solicitations by contacting MBEs to determine if they are interested. The follow up contact may be made:
   (a) by telephone using the contact information in the MBE Directory, unless the Offeror has a valid basis for using different contact information; or
   (b) in writing via a method that differs from the method used for the initial written solicitation.

5. In addition to the written solicitation set forth in C.1 and the follow up required in C.4, use all other reasonable and available means to solicit the interest of MBE Firms certified to perform the work of the contract. Examples of other means include:
   (a) attending any pre-proposal meetings at which MBE Firms could be informed of contracting and subcontracting opportunities; and
   (b) if recommended by the procurement, advertising with or effectively using the services of at least two minority focused entities or media, including trade associations, minority/women community organizations, minority/women contractors' groups, and local, state, and federal minority/women business assistance offices listed on the MDOT Office of Minority Business Enterprise website.

D. Negotiate with Interested MBE Firms

Offerors must negotiate in good faith with interested MBE Firms.

1. Evidence of negotiation includes, without limitation, the following:
   (a) the names, addresses, and telephone numbers of MBE Firms that were considered;
   (b) a description of the information provided regarding the plans and specifications for the work selected for subcontracting and the means used to provide that information; and
   (c) evidence as to why additional agreements could not be reached for MBE Firms to perform the work.

2. An Offeror using good business judgment would consider a number of factors in negotiating with subcontractors, including MBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration.

3. The fact that there may be some additional costs involved in finding and using MBE Firms is not in itself sufficient reason for an Offeror's failure to meet the contract MBE goal(s), as long as such costs are reasonable. Factors to take into consideration when determining
whether an MBE Firm’s quote is excessive or unreasonable include, without limitation, the following:

(a) dollar difference between the MBE subcontractor’s quote and the average of the other subcontractors’ quotes received by the Offeror;

(b) percentage difference between the MBE subcontractor’s quote and the average of the other subcontractors’ quotes received by the Offeror;

(c) percentage that the MBE subcontractor’s quote represents of the overall contract amount;

(d) number of MBE firms that the Offeror solicited for that portion of the work;

(e) whether the work described in the MBE and Non-MBE subcontractor quotes (or portions thereof) submitted for review is the same or comparable; and

(f) number of quotes received by the Offeror for that portion of the work.

4. The above factors are not intended to be mandatory, exclusive, or exhaustive, and other evidence of an excessive or unreasonable price may be relevant.

5. The Offeror may not use its price for self-performing work as a basis for rejecting an MBE Firm’s quote as excessive or unreasonable.

6. The “average of the other subcontractors’ quotes received” by the Offeror refers to the average of the quotes received from all subcontractors. Offeror should attempt to receive quotes from at least three subcontractors, including one quote from an MBE and one quote from a Non-MBE.

7. An Offeror shall not reject an MBE Firm as unqualified without sound reasons based on a thorough investigation of the firm’s capabilities. For each certified MBE that is rejected as unqualified or that placed a subcontract quotation or offer that the Offeror concludes is not acceptable, the Offeror must provide a written detailed statement listing the reasons for this conclusion. The Offeror also must document the steps taken to verify the capabilities of the MBE and Non-MBE Firms quoting similar work.

(a) The factors to take into consideration when assessing the capabilities of an MBE Firm, include, but are not limited to the following: financial capability, physical capacity to perform, available personnel and equipment, existing workload, experience performing the type of work, conduct and performance in previous contracts, and ability to meet reasonable contract requirements.

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

E. Assisting Interested MBE Firms

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

1. The bonding, lines of credit, or insurance required by the procuring agency or the Offeror; and

2. Necessary equipment, supplies, materials, or related assistance or services.

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

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

IV. Documenting Good Faith Efforts

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

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

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

B. Outreach/Solicitation/Negotiation

1. The record of the Offeror's compliance with the outreach efforts prescribed by COMAR 21.11.03.09C(2)(a). (Complete Outreach Efforts Compliance Statement - D-2).

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

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

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

2. For each certified MBE Firm that the Offeror concludes has provided an excessive or unreasonable price, a detailed statement of the reasons for the Offeror's conclusion, including the quotes received from all MBE and Non-MBE firms proposing on the same or comparable work. (Include copies of all quotes received.)
3. A list of MBE Firms contacted but found to be unavailable. This list should be accompanied by an MBE Unavailability Certificate (see D-1B - Exhibit A to this Part 1) signed by the MBE contractor or a statement from the Offeror that the MBE contractor refused to sign the MBE Unavailability Certificate.

D. Other Documentation

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

2. Submit any other documentation the Offeror believes will help the Procurement Officer ascertain its Good Faith Efforts.
D-1B - Exhibit A
MBE Subcontractor Unavailability Certificate

1. It is hereby certified that the firm of [Name of Minority firm]
located at [Number] [Street]
         [City] [State] [Zip]
was offered an opportunity to bid on Solicitation No. R00B8400026 in [County] by [Name of Minority firm]

[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 the minority firm does not complete Section 2 of this form.
   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

<table>
<thead>
<tr>
<th>Prime Contractor:</th>
<th>Project Description:</th>
<th>PROJECT/CONTRACT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Offeror Company Name, Street Address, Phone</td>
<td>Maryland Direct Certification System</td>
<td>NUMBER: R00B8400026</td>
</tr>
</tbody>
</table>

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 lying under oath 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:

Date

Address:


Company Address


Company Name ______________________________ Signature of Representative ______________________________
GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST
PART 1 – IDENTIFIED ITEMS OF WORK OFFEROR MADE AVAILABLE TO MBE FIRMS

Prime Contractor: Offeror Company Name, Street Address, Phone
Project Description: Maryland Direct Certification System
PROJECT/CONTRACT NUMBER: R00B8400026

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

<table>
<thead>
<tr>
<th>Identified Items of Work</th>
<th>Was this work listed in the procurement?</th>
<th>Does Offeror normally self-perform this work?</th>
<th>Was this work made available to MBE Firms? If no, explain why?</th>
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<tr>
<td>Identified Items of Work</td>
<td>Was this work listed in the procurement?</td>
<td>Does Offeror normally self-perform this work?</td>
<td>Was this work made available to MBE Firms? If no, explain why?</td>
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</table>

Please check if Additional Sheets are attached.
GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST

PART 2 - IDENTIFIED MBE FIRMS AND RECORD OF SOLICITATIONS

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

<table>
<thead>
<tr>
<th>Name of Identified MBE Firm &amp; MBE Classification</th>
<th>Describe Item of Work Solicited</th>
<th>Initial Solicitation Date &amp; Method</th>
<th>Follow-up Solicitation Date &amp; Method</th>
<th>Details for Follow-up Calls</th>
<th>Quote Rec'd</th>
<th>Quote Used</th>
<th>Quote Rejected</th>
<th>Reason Quote Rejected</th>
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</thead>
<tbody>
<tr>
<td>Firm Name:</td>
<td></td>
<td>Date:</td>
<td>Date:</td>
<td>Time of Call:</td>
<td>Yes</td>
<td>No</td>
<td>Yes</td>
<td>Other MBE</td>
</tr>
<tr>
<td>MBE Classification</td>
<td></td>
<td>□ Mail</td>
<td>□ Phone</td>
<td>Spoke with:</td>
<td>No No</td>
<td>Yes</td>
<td>No</td>
<td>Used</td>
</tr>
<tr>
<td>(Check only if requesting waiver of MBE sub goal.)</td>
<td></td>
<td>□ Facsimile</td>
<td>□ Mail</td>
<td>Left Message</td>
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<td>Used</td>
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<td>□ African American-Owned</td>
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<td>□ Hispanic American- Owned</td>
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<td>□ Women-Owned</td>
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<td>Used</td>
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<td>Used</td>
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| Firm Name:                                       |                                | Date:                             | Date:                               | Time of Call:            | Yes       | No       | Yes         | Other MBE         |
| MBE Classification                                |                                | □ Mail                             | □ Phone                             | Spoke with:              | No No     | Yes      | No          | Used              |
| (Check only if requesting waiver of MBE sub goal.)|                                | □ Facsimile                        | □ Mail                              | Left Message             |            |          |             | Used              |
| □ African American-Owned                         |                                |                                    |                                     |                          |            |          |             | Used              |
| □ Hispanic American- Owned                        |                                |                                    |                                     |                          |            |          |             | Used              |
| □ Asian American-Owned                            |                                |                                    |                                     |                          |            |          |             | Used              |
| □ Women-Owned                                    |                                |                                    |                                     |                          |            |          |             | Used              |
| □ Other MBE Classification                        |                                |                                    |                                     |                          |            |          |             | Used              |
GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST
PART 3 – ADDITIONAL INFORMATION REGARDING REJECTED MBE QUOTES

Please check if Additional Sheets are attached.

<table>
<thead>
<tr>
<th>Prime Contractor:</th>
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<td>Maryland Direct Certification System</td>
<td>NUMBER: R00B8400026</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Describe Identified Items of Work Not Being Performed by MBE (Include spec/section number from Proposal)</th>
<th>Self-performing or Using Non-MBE (Provide name)</th>
<th>Amount of Non-MBE Quote</th>
<th>Name of Other Firms who Provided Quotes &amp; Whether MBE or Non-MBE</th>
<th>Amount Quoted</th>
<th>Indicate Reason Why MBE Quote Rejected &amp; Briefly Explain</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Self-performing □ Using Non-MBE</td>
<td>$______</td>
<td>□ MBE □ Non-MBE</td>
<td>$______</td>
<td>□ Price □ Capabilities □ Other</td>
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<td>□ Self-performing □ Using Non-MBE</td>
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<td>□ MBE □ Non-MBE</td>
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<td>□ Price □ Capabilities □ Other</td>
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<td>□ Self-performing □ Using Non-MBE</td>
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<td>□ MBE □ Non-MBE</td>
<td>$______</td>
<td>□ Price □ Capabilities □ Other</td>
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<td>□ Self-performing □ Using Non-MBE</td>
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<td>□ MBE □ Non-MBE</td>
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<td>□ Self-performing □ Using Non-MBE</td>
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<td>□ MBE □ Non-MBE</td>
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<td>□ Price □ Capabilities □ Other</td>
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</tbody>
</table>

RFP for Maryland State Department of Education  Page 85 of 150
☐ 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. R00B8400026, I state the following:

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

   __________________________________________________________
   __________________________________________________________
   __________________________________________________________

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

         __________________________________________________________
         __________________________________________________________
         __________________________________________________________

5. Please Check One:

   Offeror did attend the pre-proposal conference.

   No pre-proposal meeting/conference was held.

   Offeror did not attend the pre-proposal conference.
PLEASE PRINT OR TYPE

Company: ____________________________

Company Name (please print or type)

By: ____________________________

Signature of Authorized Representative

Printed Name: ____________________________

Printed Name

Title: ____________________________

Date: ____________________________

Address: ____________________________

Company Address
# MBE SUBCONTRACTOR PROJECT PARTICIPATION CERTIFICATION

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

Provided that ____________ (Prime Contractor’s Name) is awarded the State contract in conjunction with Solicitation No. R00B8400026, 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:

<table>
<thead>
<tr>
<th>NAICS CODE</th>
<th>WORK ITEM, SPECIFICATION NUMBER, LINE ITEMS OR WORK CATEGORIES (IF APPLICABLE)</th>
<th>DESCRIPTION OF SPECIFIC PRODUCTS AND/OR SERVICES</th>
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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.
<table>
<thead>
<tr>
<th>Prime Contractor</th>
<th>Subcontractor</th>
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<tbody>
<tr>
<td>Company:</td>
<td>Company:</td>
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<tr>
<td>Company Name (please print or type)</td>
<td>Company Name (please print or type)</td>
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<tr>
<td>FEIN:</td>
<td>FEIN:</td>
</tr>
<tr>
<td>Federal Identification Number</td>
<td>Federal Identification Number</td>
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<td>Phone Number:</td>
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<td>Phone Number</td>
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<td>By:</td>
<td>By:</td>
</tr>
<tr>
<td>Signature of Authorized Representative</td>
<td>Signature of Authorized Representative</td>
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<td>Date:</td>
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<td>Date</td>
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<td>Printed Name:</td>
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<td>Address:</td>
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<td>Address</td>
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<table>
<thead>
<tr>
<th>PRIME CONTRACTOR</th>
<th>SUBCONTRACTOR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature of Representative</td>
<td>Signature of Representative</td>
</tr>
<tr>
<td>Printed Name and Title:</td>
<td>Printed Name and Title:</td>
</tr>
<tr>
<td>Firm’s Name:</td>
<td>Firm’s Name:</td>
</tr>
<tr>
<td>Federal Identification Number:</td>
<td>Federal Identification Number:</td>
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<tr>
<td>Address:</td>
<td>Address:</td>
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<tr>
<td>Telephone:</td>
<td>Telephone:</td>
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<tr>
<td>Date:</td>
<td>Date:</td>
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</tbody>
</table>
D-3B
MBE PRIME PROJECT PARTICIPATION CERTIFICATION

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

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

<table>
<thead>
<tr>
<th>NAICS CODE</th>
<th>WORK ITEM, SPECIFICATION NUMBER, LINE ITEMS OR WORK CATEGORIES (IF APPLICABLE)</th>
<th>DESCRIPTION OF SPECIFIC PRODUCTS AND/OR SERVICES</th>
<th>VALUE OF THE WORK</th>
</tr>
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<td></td>
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</table>

MBE Prime Contractor

Company: ________________________________

Company Name (please print or type)

FEIN: ________________________________

Federal Identification Number

Address: ________________________________

Company Address

Phone: ________________________________

Phone

Printed Name: ________________________________

Printed Name
Maryland Direct Certification System
Solicitation #: R00B84000026

Title:

By:

Signature of Authorized Representative

Date:

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

Report #: R00B8400026
Contract: R00B8400026

Reporting Period (Month/Year):
Contracting Unit: Maryland State Department of Education

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

Prime Contractor: Report Is due to the MBE Liaison by the 15th or the month following the month the services were provided.

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:

<table>
<thead>
<tr>
<th>Invoice #</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
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<td>2.</td>
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<tr>
<td>3.</td>
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<td>4.</td>
<td>4.</td>
</tr>
</tbody>
</table>

Total Dollars Paid: $ Total Dollars Unpaid: $

List dates and amounts of any outstanding Invoices:

<table>
<thead>
<tr>
<th>Invoice #</th>
<th>Amount</th>
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<tbody>
<tr>
<td>1.</td>
<td>1.</td>
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<td>2.</td>
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<td>3.</td>
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<td>4.</td>
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</table>

- 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):

Gail Robinson
TO Manager
Maryland State Department of Education
Contracting Unit
<<contractManagerAddress>>
Address
<<contractManageremail>>
Email

Signature (Required)
# D-4B

## Minority Business Enterprise Participation

### MBE Prime Contractor Report

<table>
<thead>
<tr>
<th>MBE Prime Contractor:</th>
<th>Contract #:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Certification Number:</td>
<td>Contracting Unit: Maryland State Department of Education</td>
</tr>
<tr>
<td>Report #:</td>
<td>Contract Amount:</td>
</tr>
<tr>
<td>Reporting Period (Month/Year):</td>
<td>Total Value of the Work to the Self-Performed for purposes of Meeting the MBE participation goal/sub goals:</td>
</tr>
</tbody>
</table>

**ME 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

### Contact Person:

<table>
<thead>
<tr>
<th>Address:</th>
<th>City:</th>
<th>State:</th>
<th>ZIP:</th>
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</thead>
<tbody>
<tr>
<td>Phone:</td>
<td>FAX:</td>
<td>E-mail:</td>
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### Invoice Number | Value of the Work | NAICS Code | Description of Specific Products and/or Services
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</table>

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

Gail Robinson
TO Manager
<<contractManagerAddress>>
Address
<<contractManageremail>>
Email

Signature (Required)

Maryland State Department of Education
Contracting Unit
City, State Zip
410-767-0210
Phone Number
Date
**D-5**

**Minority Business Enterprise Participation**

**MBE Subcontractor Paid/Unpaid Invoice Report**

<table>
<thead>
<tr>
<th>Report #:</th>
<th>Contract #: R00B8400026</th>
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</thead>
<tbody>
<tr>
<td>Reporting Period (Month/Year):</td>
<td>Contracting Unit: Maryland State Department of Education</td>
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<tr>
<td>Report is due by the 15th of the month following the month the services were performed.</td>
<td>MBE Subcontract Amt:</td>
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<td>Project Begin Date:</td>
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<td>Project End Date:</td>
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<td>Services Provided:</td>
</tr>
</tbody>
</table>

**MBE Subcontractor Name:**

**MDOT Certification #:**

**Contact Person:**

**Address:**

<table>
<thead>
<tr>
<th>City:</th>
<th>State:</th>
<th>ZIP:</th>
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<tbody>
<tr>
<td>Phone:</td>
<td>FAX:</td>
<td>E-mail:</td>
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</table>

**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.

<table>
<thead>
<tr>
<th>Invoice Amount</th>
<th>Date</th>
<th>Invoice Amount</th>
<th>Date</th>
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</thead>
<tbody>
<tr>
<td>1.</td>
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</tr>
</tbody>
</table>

**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):

Gail Robinson

TO Manager

<<contractManagerAddress>>

Address

<<contractManageremail>>

Email

Signature (Required)

Maryland State Department of Education

Contracting Unit

City, State Zip

410-767-0210

Phone Number

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

This solicitation does not include a Veteran-Owned Small Business Enterprise goal.
Attachment F. Maryland Living Wage Affidavit of Agreement for Service Contracts

A. This contract is subject to the Living Wage requirements under Md. Code Ann., State Finance and Procurement Article, Title 18, and the regulations proposed by the Commissioner of Labor and Industry (Commissioner). The Living Wage generally applies to a Contractor or subcontractor who performs work on a State contract for services that is valued at $100,000 or more. An employee is subject to the Living Wage if he/she is at least 18 years old or will turn 18 during the duration of the contract; works at least 13 consecutive weeks on the State Contract and spends at least one-half of the employee’s time during any work week on the State Contract.

B. The Living Wage Law does not apply to:

(1) A Contractor who:
   (a) Has a State contract for services valued at less than $100,000, or
   (b) Employs 10 or fewer employees and has a State contract for services valued at less than $500,000.

(2) A subcontractor who:
   (a) Performs work on a State contract for services valued at less than $100,000,
   (b) Employs 10 or fewer employees and performs work on a State contract for services valued at less than $500,000, or
   (c) Performs work for a Contractor not covered by the Living Wage Law as defined in B(1)(b) above, or B (3) or C below.

(3) Service contracts for the following:
   (a) Services with a Public Service Company;
   (b) Services with a nonprofit organization;
   (c) Services with an officer or other entity that is in the Executive Branch of the State government and is authorized by law to enter into a procurement (“Unit”); or
   (d) Services between a Unit and a County or Baltimore City.

C. If the Unit responsible for the State contract for services determines that application of the Living Wage would conflict with any applicable Federal program, the Living Wage does not apply to the contract or program.

D. A Contractor must not split or subdivide a State contract for services, pay an employee through a third party, or treat an employee as an independent Contractor or assign work to employees to avoid the imposition of any of the requirements of Md. Code Ann., State Finance and Procurement Article, Title 18.

E. Each Contractor/subcontractor, subject to the Living Wage Law, shall post in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.

F. The Commissioner shall adjust the wage rates by the annual average increase or decrease, if any, in the Consumer Price Index for all urban consumers for the Washington/Baltimore
metropolitan area, or any successor index, for the previous calendar year, not later than 90 days after the start of each fiscal year. The Commissioner shall publish any adjustments to the wage rates on the Division of Labor and Industry’s website. An employer subject to the Living Wage Law must comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.

G. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer’s share of the health insurance premium, as provided in Md. Code Ann., State Finance, and Procurement Article, §18-103(c), shall not lower an employee’s wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer’s share of health insurance premium shall comply with any record reporting requirements established by the Commissioner.

H. A Contractor/subcontractor may reduce the wage rates paid under Md. Code Ann., State Finance and Procurement Article, §18-103(a), by no more than 50 cents of the hourly cost of the employer’s contribution to an employee’s deferred compensation plan. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer’s contribution to an employee’s deferred compensation plan shall not lower the employee’s wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413.

I. Under Md. Code Ann., State Finance and Procurement Article, Title 18, if the Commissioner determines that the Contractor/subcontractor violated a provision of this title or regulations of the Commissioner, the Contractor/subcontractor shall pay restitution to each affected employee, and the State may assess liquidated damages of $20 per day for each employee paid less than the Living Wage.

J. Information pertaining to reporting obligations may be found by going to the Division of Labor and Industry website http://www.dllr.state.md.us/labor/prev/livingwage.shtml and clicking on Living Wage for State Service Contracts.
F-1 Maryland Living Wage Requirements Affidavit of Agreement

Contract No. R00B8400026
Name of Contractor:
Address:

If the Contract Is Exempt from the Living Wage Law

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

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

If the Contract Is a Living Wage Contract

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

B. (initial here if applicable) The Offeror affirms it has no covered employees for the following reasons: (check all that apply):

- The employee(s) proposed to work on the contract will spend less than one-half of the employee’s time during any work week on the contract
- The employee(s) proposed to work on the contract is 17 years of age or younger during the duration of the contract; or
- The employee(s) proposed to work on the contract will work less than 13 consecutive weeks on the State contract.

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

Name of Authorized Representative:
Signature of Authorized Representative: __________________________ Date: __________________________

Title:
Witness Name (Typed or Printed) __________________________
Witness Signature: __________________________ Date: ____________

SUBMIT THIS AFFIDAVIT WITH PROPOSAL
Attachment G. Federal Funds Attachments

A Summary of Certain Federal Fund Requirements and Restrictions

1. Form and rule enclosed: 18 U.S.C. 1913 and Section 1352 of P.L. 101-121 require that all prospective and present sub-grantees (this includes all levels of funding) who receive more than $100,000 in federal funds must submit the form “Certification Against Lobbying.” It assures, generally, that recipients will not lobby federal entities with federal funds, and that, as is required, they will disclose other lobbying on form SF-LLL.

2. Form and instructions enclosed: “Form LLL, Disclosure of Lobbying Activities” must be submitted by those receiving more than $100,000 in federal funds, to disclose any lobbying of federal entities (a) with profits from federal contracts or (b) funded with nonfederal funds.

3. Form and summary of Act enclosed: Sub-recipients of federal funds on any level must complete a “Certification Regarding Environmental Tobacco Smoke,” required by Public Law 103-227, the Pro-Children Act of 1994. Such law prohibits smoking in any portion of any indoor facility owned or leased or contracted for regular provision of health, day care, early childhood development, education, or library services for children under the age of 18. Such language must be included in the conditions of award (they are included in the certification, which may be part of such conditions.) This does not apply to those solely receiving Medicaid or Medicare, or facilities where WIC coupons are redeemed.

4. In addition, federal law requires that:

   A) Title 2 of the Code of Federal Regulations (CFR) 200, specifically Subpart D, requires that grantees (both recipients and sub-recipients) which expend a total of $750,000 in federal assistance shall have a single or program-specific audit conducted for that year in accordance with the provisions of the Single Audit Act of 1984, P.L. 98-502, and the Single Audit Act Amendments of 1996, P.L. 104-156 and Title 2 CFR 200, Subpart D. All sub-grantee audit reports, performed in compliance with Title 2 CFR 200 shall be forwarded within 30 days of report issuance to the TO Manager.

   B) All sub-recipients of federal funds comply with Sections 503 and 504 of the Rehabilitation Act of 1973, the conditions of which are summarized in item (C).

   C) Recipients of $10,000 or more (on any level) must include in their contract language the requirements of Sections 503 (language specified) and 504 referenced in item (B).

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

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

   1) The Contractor shall not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
2) The contractor agrees to comply with the rules, regulations, and relevant orders of the secretary of labor issued pursuant to the act.

3) In the event of the contractor’s non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the secretary of labor issued pursuant to the act.

4) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the director, provided by or through the contracting office. Such notices shall state the contractor’s obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

5) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

6) The Contractor shall include the provisions of this clause in every subcontract or purchase order of $10,000 or more unless exempted by rules, regulations, or orders of the [federal] secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontract or purchase order as the director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

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

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

D) All sub-recipients comply with Title VI of the Civil Rights Act of 1964 that they must not discriminate in participation by race, color, or national origin.

E) All sub-recipients of federal funds from SAMHSA (Substance Abuse and Mental Health Services Administration) or NIH (National Institute of Health) are prohibited from paying any direct salary at a rate more than Executive Level II of the Federal Executive pay scale, per year. (This includes, but is not limited to, sub-recipients of the Substance Abuse Prevention and Treatment and the Community Mental Health Block Grants and NIH research grants.)

F) There may be no discrimination on the basis of age, according to the requirements of the Age Discrimination Act of 1975.

G) For any education program, as required by Title IX of the Education Amendments of 1972, there may be no discrimination on the basis of sex.
H) For research projects, a form for Protection of Human Subjects (Assurance/Certification/Declaration) should be completed by each level funded, assuring that either: (1) there are no human subjects involved, or (2) an Institutional Review Board (IRB) has given its formal approval before human subjects are involved in research. [This is normally performed during the application process rather than after the award is made, as with other assurances and certifications.]

I) In addition, there are conditions, requirements, and restrictions which apply only to specific sources of federal funding. These should be included in your grant/contract documents when applicable.
CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

<table>
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<tr>
<th>Award No.</th>
<th>Organizational Entry</th>
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<tbody>
<tr>
<td>R00B84000026</td>
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<th>Name and Title of Official Signing for Organizational Entry</th>
<th>Telephone No. Of Signing Official</th>
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<th>Signature of Above Official</th>
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RFP for Maryland State Department of Education

Page 104 of 150
## G-2

**DISCLOSURE OF LOBBYING ACTIVITIES**

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

### 1. Type of Federal Action:
- □ Contract
- □ Grant
- □ Cooperative Agreement
- □ Loan
- □ Loan guarantee
- □ Loan insurance

### 2. Status of Federal Action:
- □ Bid/offer/application
- □ Initial filing
- □ Initial award
- □ Material change
- □ Post-award

### 3. Report Type:
- □ a. Initial filing
- □ b. Material change

For Material Change Only:
- Year
- quarter
- Date of last report

### 4. Name and Address of Reporting Entity:
- □ Prime
- □ Sub awardee Tier
- Congressional District, if known:

### 5. If Reporting Entity in No. 4 is a Sub awardee, Enter Name and Address of Prime:

### 6. Federal Department/Agency:

### 7. Federal Program Name/Description:

### 8. Federal Action Number, if known:

### 9. Award Amount, if known:

### 10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):

### 11. Amount of Payment (check all that apply)

- □ $ actual
- □ $ planned

### 12. Form of Payment (check all that apply)

- □ a. cash
- □ b. in-kind, specify:
- □ nature
- □ value:

### 13. Type of Payment (check all that apply)

- □ a. retainer
- □ b. one-time
- □ c. commission
- □ d. contingent fee
- □ e. deferred
- □ f. other; specify:

### 14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11:

(attach Continuation Sheet(s) SF-LLLA, if necessary)

### 15. Continuation Sheet(s) SF-LLLA attached:
- □ Yes
- □ No

### 16. Information requested through this form is authorized by title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: __________________________

Print Name: __________________________

Title: __________________________

Telephone No.: __________________________

Date: __________________________
INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, sub-grants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

11. (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

12. The certifying official shall sign and date the form and print his/her name, title, and telephone number.
completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.
G-3
CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Signature of Authorized Certifying Individual
Attachment H. Conflict of Interest Affidavit and Disclosure

Reference COMAR 21.05.08.08

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

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

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

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

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

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

Date: ___________________ By: ___________________

(Authorized Representative and Affiant)

SUBMIT THIS AFFIDAVIT WITH Bid/PROPOSAL
THIS NON-DISCLOSURE AGREEMENT ("Agreement") is made by and between the State of Maryland (the "State"), acting by and through Maryland State Department of Education (MSDE or the "Department"), and ___________________ (the "TO Contractor").

RECITALS

WHEREAS, the TO Contractor has been awarded a contract (the "TO Agreement") following the solicitation for Maryland Direct Certification System Solicitation # R00B8400026; and

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

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

1. Regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such, "Confidential Information" means (1) any and all information provided by or made available by the State to the TO Contractor in connection with the TO Agreement and (2) any and all personally identifiable information (PII) (including but not limited to personal information as defined in Md. Ann. Code, General Provisions §4-101(h)) and protected health information (PHI) that is provided by a person or entity to the TO Contractor in connection with this TO Agreement. Confidential Information includes, by way of example only, information that the TO Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the TO Agreement.

2. The TO Contractor shall not, without the State's prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information except for the sole and exclusive purpose of performing under the TO Agreement. The TO Contractor shall limit access to the Confidential Information to the TO Contractor's Personnel who have a demonstrable need to know such Confidential Information in order to perform under TO Agreement and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of the TO Contractor's Personnel are attached hereto and made a part hereof as Attachment I-2. TO Contractor shall update Attachment I-2 by adding additional names (whether TO Contractor's Personnel or a subcontractor's personnel) as needed, from time to time.

3. If the TO Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the TO Contractor's performance of the TO Agreement or will otherwise have a role in performing any aspect of the TO Agreement, the TO Contractor shall first obtain the written consent of the State to any such dissemination. The State may grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion.
4. The TO Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, adopt or establish operating procedures and physical security measures, and take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and to prevent all or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.

5. The TO Contractor shall promptly advise the State in writing if it learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of the TO Contractor’s Personnel or the TO Contractor’s former Personnel. TO Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).

6. The TO Contractor shall, at its own expense, return to the Department all Confidential Information in its care, custody, control or possession upon request of the Department or on termination of the TO Agreement.

7. A breach of this Agreement by the TO Contractor or the TO Contractor’s Personnel shall constitute a breach of the TO Agreement between the TO Contractor and the State.

8. TO Contractor acknowledges that any failure by the TO Contractor or the TO Contractor’s Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the TO Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The TO Contractor consents to personal jurisdiction in the Maryland State Courts. The State’s rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and seek damages from the TO Contractor and the TO Contractor’s Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys’ fees and disbursements) that are attributable, in whole or in part to any failure by the TO Contractor or any of the TO Contractor’s Personnel to comply with the requirements of this Agreement, the TO Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and costs.

9. TO Contractor and each of the TO Contractor’s Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement, in no event less restrictive than as set forth in this Agreement, and the TO Contractor shall provide originals of such executed Agreements to the State.

10. The parties further agree that:

   a. This Agreement shall be governed by the laws of the State of Maryland;
   b. The rights and obligations of the TO Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;
   c. The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
   d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
   e. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures;
f. The Recitals are not merely prefatory but are an integral part hereof; and

g. The effective date of this Agreement shall be the same as the effective date of the TO Agreement entered into by the parties.

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

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## I-2 NON-DISCLOSURE AGREEMENT

**LIST OF CONTRACTOR'S EMPLOYEES AND AGENTS WHO WILL BE GIVEN ACCESS TO THE CONFIDENTIAL INFORMATION**

<table>
<thead>
<tr>
<th>Printed Name and Address of Individual/Agent</th>
<th>Employee (E) or Agent (A)</th>
<th>Signature</th>
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I-3 NON-DISCLOSURE AGREEMENT

CERTIFICATION TO ACCOMPANY RETURN OR DELETION OF CONFIDENTIAL INFORMATION

I AFFIRM THAT:

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

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

DATE: ____________________________

NAME OF TO CONTRACTOR: ________________________________

BY: ________________________________

(Signature)

TITLE: ________________________________

(Authorized Representative and Affiant)
Attachment J. HIPAA Business Associate Agreement

This solicitation does not require a HIPAA Business Associate Agreement.

Attachment K. Mercury Affidavit

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

Attachment L. Location of the Performance of Services Disclosure

This solicitation does not require a Location of the Performance of Services Disclosure.
This Task Order Agreement ("TO Agreement") is made this day of Month, 20XX by and between ______________ (TO Contractor) and the STATE OF MARYLAND, Maryland State Department of Education (MSDE or the "Department").

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:

   a. "Agency" means Maryland State Department of Education, as identified in the CATS+ TORFP # R00B8400026.
   
   b. "CATS+ TORFP" means the Task Order Request for Proposals # R00B8400026, 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 MSDE and TO Contractor.
   
   f. "TO Contractor" means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is ____________.
   
   g. "TO Manager" means Gail Robinson. 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,
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 twelve months after the effective date, for a total TO Agreement period ending on or before 09/30/2019.

4. Consideration and Payment

4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS+ TORFP and shall not exceed $__________. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor’s risk of non-payment.

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

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

4.4 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer.

SIGNATURES ON NEXT PAGE
IN WITNESS THEREOF, the parties have executed this TO Agreement as of the date hereinabove set forth.

TO Contractor Name

By: Type or Print TO Contractor POC

Witness:

STATE OF MARYLAND, MSDE

By: June Dwyer, TO Procurement Officer

Witness:

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

Assistant Attorney General
ATTACHMENT N.  TASK ORDER AFFIDAVIT

A. AUTHORITY
I hereby affirm that I, __________ (name of affiant) am the __________ (title) and duly authorized representative of __________ (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 OF REGISTRATION OR QUALIFICATION WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
I further affirm that:
The business named above is a (check applicable box):
(1) Corporation - ☐ domestic or ☐ foreign;
(2) Limited Liability Company - ☐ domestic or ☐ foreign;
(3) Partnership - ☐ domestic or ☐ foreign;
(4) Statutory Trust - ☐ domestic or ☐ foreign;
(5) ☐ Sole Proprietorship.

and is registered or qualified as required under Maryland Law. I further affirm that the above business is in good standing both in Maryland and (IF APPLICABLE) in the jurisdiction where it is presently organized, and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation. The name and address of its resident agent (IF APPLICABLE) filed with the State Department of Assessments and Taxation is:

Name and Department ID Number: __________
Address: ___________________________

and that if it does business under a trade name, it has filed a certificate with the State Department of Assessments and Taxation that correctly identifies that true name and address of the principal or owner as:

Name and Department ID Number: ___________________________
Address: ___________________________

C. FINANCIAL DISCLOSURE AFFIRMATION
I further affirm that:
I am aware of, and the above business will comply with, the provisions of State Finance and Procurement Article, §13-221, Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate $100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches $100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION
I further affirm that:
I am aware of, and the above business will comply with, Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into a contract for a procurement with the State, a county, or a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of $200,000 or more, shall file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contributions in a cumulative amount of $500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on or before: (i) May 31, to cover the six (6) month period ending April 30; and (ii) November 30, to cover the six (6) month period ending October 31.

E. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

I CERTIFY THAT:

(1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.

(2) By submission of its Proposal, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:

   (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;

   (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;

   (c) Prohibit its employees from working under the influence of drugs or alcohol;

   (d) Not hire or assign to work on the contract anyone who the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;

   (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;

   (f) Establish drug and alcohol abuse awareness programs to inform its employees about:

      (i) The dangers of drug and alcohol abuse in the workplace;

      (ii) The business's policy of maintaining a drug and alcohol free workplace;

      (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and

      (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
(g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §E(2)(b), above;

(h) Notify its employees in the statement required by §E(2)(b), above, that as a condition of continued employment on the contract, the employee shall:

(i) Abide by the terms of the statement; and

(ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;

(i) Notify the procurement officer within 10 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:

(i) Take appropriate personnel action against an employee, up to and including termination; or

(ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and

(k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §E(2)(a)—(j), above.

(3) If the business is an individual, the individual shall certify and agree as set forth in §E(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

(4) I acknowledge and agree that:

(a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;

(b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and

(c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

F. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Proposal Affidavit dated ________ , 201____, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.
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: ____________________________ (print name of Authorized Representative and Affiant)

______________________________ (signature of Authorized Representative and Affiant)
Attachment O. RESERVED
Attachment P. Certification Regarding Investments in Iran


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:

RFP for Maryland State Department of Education
Appendix 1. Abbreviations and Definitions

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

A. Application Program Interface (API) - Code that allows two software programs to communicate with each other.

B. Acceptable Use Policy (AUP) - A written policy documenting constraints and practices that a user must agree to in order to access a private network or the Internet.

C. Access - The ability or the means necessary to read, write, modify, or communicate data/information or otherwise use any information system resource.

D. Agile Development Methodology - Agile methodologies rely on iterative development where requirements and solutions evolve through collaboration between cross-functional teams. Agile methods generally promote a disciplined project management process with frequent inspection and adaptation.

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. CARES - The Client Automated Resource and Eligibility System is a component of the DHRIS mainframe application that maintains individual and case-level information, determines technical and financial eligibility for public assistance programs, calculates and initiates benefits issuance, produces necessary management reports, and interfaces with the Department of Health and Mental Hygiene's (DHMH) Medicaid Management Information System (MMIS II).

G. CHESSIE - The Maryland’s Children’s Electronic Social Services Information Exchange is a server-based application that provides DHR Social Services workers with a comprehensive, automated information system for Child Welfare and Family Services programs. CHESSIE allows child welfare staff and management to record and track throughout the life cycle of the case including Intake, Investigation, Service Case Management, and Financial Management.


I. Data Breach - The unauthorized acquisition, use, modification or disclosure of State data, or other Sensitive Data.

J. Deliverable - A tangible or intangible good or service produced during the project life cycle. Several deliverables are defined Within Section 3.8 of this TORFP. Deliverables will also include production deployments to the MDCS.

K. Direct Certification - Direct Certification is the process by which local education agencies (LEAs) certify children who are members of households receiving assistance under the FSP, TCA (TANF) and Foster Care Services Programs, as eligible for free school meals, without further application, based on information provided by the State agency administering the FSP, TCA and Foster Care Services Programs.

L. DHS - Maryland Department of Human Services. Effective July 1, 2017, DHR (Department of Human Resources) is known as DHS.

M. Effective Date - The date of mutual TO Agreement execution by the parties.

N. End User License Agreement (EULA) - The terms of service governing access to and use of the software services provided pursuant to this Task Order.

O. 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.

P. FSP - Food Supplement Program.
Q. **Handle** - (As relates to data) Collect, store, transmit, have access to data

R. **Information Request (IR)** - A formal request from MSDE for information about the system such as a query of data or a description of code logic. Part of fixed price monthly services offered by TO Contractor.

S. **Information System** - A discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

T. **Information Technology (IT)** - All electronic information-processing hardware and software, including: (a) maintenance; (b) telecommunications; and (c) associated consulting services.

U. **Infrastructure as a Service (IaaS)** - A hosted environment used to support operation of the System, including storage, hardware, servers, networking, and communication components, and related operations, maintenance, and support services.

V. **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.

W. **LEA** - Maryland Local Education Agencies, - There are 24 Public School systems and 44 Nonprofit Private schools and Residential Child Care Institutions.

X. **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.

Y. **MARS** - Maryland Accountability and Reporting System (MARS), is a custom-built software tool hosted at MSDE and supports business operations of OSCNP.

Z. **Maryland State Department of Education** or (MSDE or the “Department”)

AA. **MF A** - Multi-Factor Authentication adds an extra layer of protection on top of your user name and password. With MF A enabled, when a user signs in to a website, they will be prompted for their user name and password (the first factor—what they know), as well as for an authentication code from their known MF A device or email account (the second factor—what they have). Taken together, these multiple factors provide increased security for the website.

BB. **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.

CC. **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.

DD. **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.

EE. **NTP Date** - The date specified in a NTP for work on Task Order, project or Work Order to begin.

FF. **Offeror** - A Master Contractor that submits a Proposal in response to this TORFP.

GG. **OIT** - Office of Information Technology at the MSDE

HH. **OSCNP** - Office of School Community Nutrition Program (OSCNP), at MSDE and the sponsor of this TORFP and administrators of MARS.

II. **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.

JI. POS - Point of Sale - various subsystems used by the Pub and non-Pub Agencies to collect and report meals served to students.

KK. Problem Report (PR) - A formal notice from MSDE to the TO Contractor to document system performance that does not conform to approved requirements for analysis and correction.

LL. Product Backlog - The agile product backlog in Scrum is a prioritized featured list, containing short descriptions of all functionality desired in the product.

MM. Program Increment (PI) - A time box in which an Agile Release Train (ART) delivers incremental value in the form of working, tested software and systems. PI’s are typically eight to twelve weeks long, and the most common pattern for a PI is four development iterations, followed by one Innovation and Planning (IP) iteration.

NN. 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.

OO. Remote Desktop Protocol (RDP) - Provides remote display and input capabilities over network connections for Windows-based applications running on a server.

PP. Scrum Master - A Scrum Master is the facilitator for an agile team. Scrum is a methodology that allows a team to self-organize and make changes quickly, in accordance with agile principles. The Scrum Master manages the process for how information is exchanged.

QQ. 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.

RR. Security or Security Measures - The technology, policy and procedures that a) protects and b) controls access to networks, systems, and data.

SS. 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.

TT. Service Level Agreement (SLA) - Commitment by the TO Contractor to the Department that defines the performance standards the TO Contractor is obligated to meet.

UU. 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.

VV. SNAP - The Supplemental Nutrition Assistance Program (SNAP), called the Food Supplement Program (FSP) in Maryland, formerly known as Food Stamps, helps low-income households buy the food they need for good health. DHS produces an interface file of SNAP eligibility for MSDE.

WW. 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.

XX. 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.

YY. 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.

ZZ. 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.

AAA. Sprint - Agile software development process, work is confined to a work cycle, known as a sprint or iteration and usually last no more than 60 days.

BBB. State - The State of Maryland.

CCC. Subcontractor - An agent, service provider, supplier, or vendor selected by the TO Contractor to provide subcontracted services or products under the direction of the TO Contractor or other Subcontractors, and including any direct or indirect Subcontractors of a Subcontractor. Subcontractors are subject to the same terms and conditions as the TO Contractor.

DDD. System - All components and updates in MDCS, including compiled executables, database, the original source code from the Florida State Government, all source code developed as a result of this task order, user interfaces, and documentation. All services and activities necessary to fully support the Maryland Direct Certification System program in its entirety as an Information System, described as services and/or products in this TORFP, to include defined requirements, elicitation, design, development, integration, testing, implementation and operations support, and non-technical items such as project management, work tracking, reporting, and other manual processes. This definition of System includes all System Source Materials developed as a result of this Task Order. All Upgrades and regulatory updates shall be provided at no additional cost to the State.

EEE. System Availability - The period of time the Solution works as required excluding non-operational periods associated with planned maintenance.

FFF. 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) Operating procedures shall include user instructions and/or training materials for business users and technical staff, including maintenance manuals, administrative guides and user how-to guides.

GGG. System Source Materials - Those materials necessary to wholly reproduce and fully operate the most current version of the System in a manner equivalent to the original System including, but not limited to:
1) The executable instructions in their high level, human readable form and a version that is in turn interpreted, parsed and or compiled to be executed as part of the computing system ("source code"). This includes source code created by the Contractor or Subcontractor(s) and source code that is leveraged or extended by the Contractor for use in the project.

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.

HHH. TANF - Temporary Assistance for Needy Families (TANF) program, provides cash assistance to families with dependent children. DHS produces an interface file.

III. Task Order (TO) - The scope of work described in this TORFP.

JJJ. TCA - Temporary Cash Assistance (TCA) is the title used for TANF in Maryland.

KKK. Technical Safeguards - The technology and the policy and procedures for its use that protect State Data and control access to it.

LLL. TO Agreement - The contract awarded to the successful Offeror pursuant to this Task Order Request for Proposals, the form of which is attached to this TORFP as Attachment M.

MMM. 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.

NNN. TO Proposal - As appropriate, either or both of an Offeror's TO Technical or TO Financial Proposal.

OOO. Third Party Software - Software and supporting documentation that:
7) are owned by a third party, not by the State, the TO Contractor, or a subcontractor,
8) are included in, or necessary or helpful to the operation, maintenance, support or modification of the Solution; and
9) were specifically identified and listed as Third Party Software in the Proposal.

PPP. Total Proposal Price - The Offeror's total proposed price for services in response to this solicitation, included in the TO Financial Proposal with Attachment B - TO Financial.
Proposal Form, and used in the financial evaluation of Proposals (see TORFP Section 5.5).

QQQ. Upgrade - A new release of any component of the Solution containing major new features, functionality and/or performance improvements.

RRR. USDA/FNS - The USDA/FNS Child Nutrition Programs strengthen the Nation’s nutrition safety net by providing food and nutrition assistance to school children and families; https://www.fns.usda.gov/

SSS. User Story - The user story is a tool, and can be as simple as a white board, a spreadsheet, or word document, used in Agile software development to capture a description of a software feature from an end-user perspective. The user story describes the type of user, what they want, and why. Stories are then prioritized and incorporated into the product backlog.

TTT. 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.

UUU. 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.

VVV. Working Day(s) - Same as “Business Day”
## Appendix 2. Offeror Information Sheet

<table>
<thead>
<tr>
<th>Offeror</th>
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<tbody>
<tr>
<td>Company Name</td>
<td></td>
</tr>
<tr>
<td>Street Address</td>
<td></td>
</tr>
<tr>
<td>City, State, Zip Code</td>
<td></td>
</tr>
<tr>
<td>TO Contractor Federal Employer Identification Number (FEIN)</td>
<td></td>
</tr>
<tr>
<td>TO Contractor eMM ID number</td>
<td></td>
</tr>
<tr>
<td>As of the date of Proposal submission, are you registered to do business with the state of Maryland?</td>
<td></td>
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</tbody>
</table>

### SBE / MBE / VSBE Certification

<p>| | |</p>
<table>
<thead>
<tr>
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<tbody>
<tr>
<td>SBE</td>
<td>Number: Explication Date:</td>
</tr>
<tr>
<td>VSBE</td>
<td>Number: Explication Date:</td>
</tr>
<tr>
<td>MBE</td>
<td>Number: Explication Date:</td>
</tr>
</tbody>
</table>

Categories to be applied to this solicitation (dual certified firms must choose only one category).

### Offeror Primary Contact

<p>| | |</p>
<table>
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<tr>
<th></th>
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<tbody>
<tr>
<td>Name</td>
<td></td>
</tr>
<tr>
<td>Title</td>
<td></td>
</tr>
<tr>
<td>Office Telephone number (with area code)</td>
<td></td>
</tr>
<tr>
<td>Cell Telephone number (with area code)</td>
<td></td>
</tr>
<tr>
<td>e-mail address</td>
<td></td>
</tr>
</tbody>
</table>

### Authorized Offer Signatory

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<th></th>
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<tbody>
<tr>
<td>Name</td>
<td></td>
</tr>
<tr>
<td>Title</td>
<td></td>
</tr>
<tr>
<td>Office Telephone number (with area code)</td>
<td></td>
</tr>
<tr>
<td>Cell Telephone number (with area code)</td>
<td></td>
</tr>
<tr>
<td>e-mail address</td>
<td></td>
</tr>
</tbody>
</table>
Appendix 3. Criminal Background Check Affidavit

AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

I hereby affirm that __ (Master Contractor) _______ has complied with Section 2.4, Security Requirements of the Department of Information Technology’s Consulting Technical Services Master Contract Number 06OB2490023 (CATS+) hereto as Exhibit A.

I hereby affirm that the __ (Master Contractor) _______ has provided Maryland State Department of Education with a summary of the security clearance results for all of the candidates that will be working on Task Order Maryland Direct Certification System, R00B8400026 and all of these candidates have successfully passed all of the background checks required under Section 2.4.3.2 of the CATS + Master Contract. Master Contractors hereby agrees to provide security clearance results for any additional candidates at least seven (7) days prior to the date the candidate commences work on this Task Order.

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

Master Contractor

Typed Name

Signature

Date
Appendix 4. Labor Classification Personnel Resume Summary

INSTRUCTIONS:

1. For each person proposed, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements.

   For example: If you propose John Smith, who is your subcontractor, and you believe he meets the requirements of the Group Facilitator, you will complete the top section of the form by entering John Smith’s name and the subcontractor’s company name. You will then complete the right side of the Group Facilitator form documenting how the individual meets each of the requirements. Where there is a time requirement such as three months’ experience, you must provide the dates from and to showing an amount of time that equals or exceeds mandatory time requirement; in this case, three months.

2. Additional information may be attached to each Labor Category Personnel Resume Summary that may assist a full and complete understanding of the individual being proposed.

3. For this TORFP,
   A. Master Contractors shall comply with all personnel requirements defined under the Master Contract RFP 060B2490023.
   B. Master Contractors shall propose the 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:
      1) Failure to follow these instructions.
      2) Failure to propose a resource for each job title or labor category identified in the TORFP as a required submission.
      3) Failure of any proposed resource to meet minimum requirements as listed in this TORFP and in the CATS+ Master Contract.
      4) Placing content on the Minimum Qualifications Summary that is not also on the Personnel Resume Summary. The function of the Minimum Qualifications Summary is to aid the agency to make a minimum qualification determination. Information on the Minimum Qualification Summary must correspond with information on the Personnel Resume Summary and shall not contain additional content not found on the other form.

4. Complete and sign the Minimum Qualifications Summary (Appendix 4A) and the Personnel Resume Form (Appendix 4B) for each resource proposed. Alternate resume formats are not allowed.
   a. The Minimum Qualifications Summary demonstrates the proposed resource meets minimum qualifications for the labor category, as defined in the CATS+ RFP Section 2.10, and any additional minimum requirements stated in this TORFP. For each minimum qualification, indicate the location on the Personnel Resume Form (Appendix 4B) demonstrating meeting this requirement.

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

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

b. The Personnel Resume Form provides resumes in a standard format. Additional information may be attached to each Personnel Resume Summary if it aids a full and complete understanding of the individual proposed.
### 4A MINIMUM QUALIFICATIONS SUMMARY

**CATS+ TORFP # R00B8400026**

**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.**

<table>
<thead>
<tr>
<th>Proposed Individual's Name and Company/Sub Contractor:</th>
<th>List how the proposed individual meets each requirement by including a reference to relevant entries in Form Appendix 2B</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>LABOR CATEGORY TITLE – (INSERT CATS+ LABOR CATEGORY NAME)</strong></td>
<td></td>
</tr>
<tr>
<td>Education:</td>
<td>(Identify school or institution Name; Address; Degree obtained and dates attended.)</td>
</tr>
<tr>
<td>Insert the education description from the CATS+ RFP from Section 2.10 for the applicable labor category</td>
<td></td>
</tr>
<tr>
<td>Generalized Experience:</td>
<td>(Identify specific work experiences from the resume that illustrate compliance with the Master Contract RFP Labor Category requirements for Generalized Experience.)</td>
</tr>
<tr>
<td>Insert the generalized experience description from the CATS+ RFP from Section 2.10 for the applicable labor category</td>
<td></td>
</tr>
<tr>
<td>Provide dates in the format of MM/YY to MM/YY</td>
<td></td>
</tr>
<tr>
<td>Specialized Experience:</td>
<td>(Identify specific work experiences from the resume that illustrate compliance with the Master Contract RFP Labor Category requirements for Specialized Experience.)</td>
</tr>
<tr>
<td>Insert the specialized experience description from the CATS+ RFP from Section 2.10 for the applicable labor category</td>
<td></td>
</tr>
<tr>
<td>Provide dates in the format of MM/YY to MM/YY</td>
<td></td>
</tr>
<tr>
<td><strong>TORFP Additional Requirements</strong></td>
<td></td>
</tr>
<tr>
<td>Minimum qualifications and required certifications as defined in Section 2.1 of this TORFP.</td>
<td></td>
</tr>
<tr>
<td>Provide dates in the format of MM/YY to MM/YY</td>
<td></td>
</tr>
</tbody>
</table>

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:**

<table>
<thead>
<tr>
<th>Signature</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>&lt;&lt;signatoryFirstName&gt;&gt;</td>
<td>&lt;&lt;signatoryLastName&gt;&gt;</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Printed Name:</th>
<th>Printed Name</th>
</tr>
</thead>
</table>

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

TORFP # R00B8400026

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

<table>
<thead>
<tr>
<th>Candidate Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>TO Contractor: (offerorCompanyName)</td>
</tr>
</tbody>
</table>

### Education / Training

<table>
<thead>
<tr>
<th>Institution Name / City / State</th>
<th>Degree / Certification</th>
<th>Year Completed</th>
<th>Field Of Study</th>
</tr>
</thead>
<tbody>
<tr>
<td>&lt;add lines as needed&gt;</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### 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...
- **[Organization]** 
  - Description of Work...

#### Employment History

List employment history, starting with the most recent employment first.

<table>
<thead>
<tr>
<th>Start and End Dates</th>
<th>Job Title or Position</th>
<th>Organization Name</th>
<th>Reason for Leaving</th>
</tr>
</thead>
<tbody>
<tr>
<td>&lt;add lines as needed&gt;</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**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.

<table>
<thead>
<tr>
<th>Reference Name</th>
<th>Job Title or Position</th>
<th>Organization Name</th>
<th>Telephone / E-mail</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

RFP for Maryland State Department of Education
<table>
<thead>
<tr>
<th>Proposed Individual’s Name/Company Name:</th>
<th>How does the proposed individual meet each requirement?</th>
</tr>
</thead>
</table>

**LABOR CATEGORY TITLE:** Project Manager

**Requirements (See Section 3.10)**

**Education:**
3.10.3
A Bachelor's Degree or higher may be substituted for the general and specialized experience for those labor categories requiring a High School Diploma. A Master's Degree may be substituted for two years of the general and specialized experience for those labor categories requiring a Bachelor's Degree.

**Certifications:** 3.10.9
1) The extent to which the Project Manager has professional certifications for project management and agile development, including:
   2) Project Management Institute (PMI) Project Management Professional (PMP)
   3) PMI Agile Certified Professional preferred, or
   4) Certified Scrum Professional or Certified Scrum Master

**Experience:**
3.10.8
1) Experience managing projects using Agile delivery methods.
2) Experience working on projects securing private personal information (PPI).
3) Implementing software using an Agile approach,
4) Working in Microsoft environments at MSDE described in Section 2 and Appendix-6,
5) Any level of experience with the USDA Direct Certification Program and or producing Federal Reports preferred.

**Duties:**
3.10.8
1) Schedule and assign resources to interview subject matter experts, non-technical business unit staff associated specifically with web site design, system maintenance, and identify processes to secure personally identifiable information.
2) Lead project using the Agile framework and generating related management reports to track work completed and backlogs.

3) Assemble and maintain SDLC documents using Agile tools, Microsoft Office, and third party reporting tools to: produce schedules, track work and monitor backlogs.

4) Manage requirements elicitation, analysis, and management throughout the system lifecycle.

5) Lead teams, hosting meetings with project stakeholders and sponsors, providing project status information, project accomplishments, risk analysis, and upcoming scheduled work.

6) Manage technology projects in a multi-tier Microsoft Server environment through their project completion using the Agile framework and producing associated SDLC articles in a Windows Servers Environment.

7) Execute project closeout and transition efforts to system support.

8) Manage interactive processes within the agile framework with technical resources and product owners.

9) Collaborate with the technical team, executive sponsors, and subject matter experts to review and update requirements

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:

<table>
<thead>
<tr>
<th>Signature</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>Printed Name:</td>
<td>Printed Name</td>
</tr>
<tr>
<td>Date</td>
<td>Date</td>
</tr>
</tbody>
</table>
Appendix 5. Network Overview of MDCS VLAN

- Local Education Administration (LEA)
- Internet
- Maryland DHS Secure FTP server
- Network Maryland
- DMZ
- Firewall DMZ Blade
- Internal Servers
  - SQL Server
  - SSRS Reports
  - MDCS APP
- MSDE Central Switch
- Internal users
- 3rd floor Switch

Legend:
- Dedicated Virtual MDCS Servers
## Appendix 6. MDCS SERVER SPECIFICATION

<table>
<thead>
<tr>
<th><strong>Location</strong></th>
<th>Inside</th>
<th>DMZ</th>
<th>Inside</th>
<th>Inside</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Virtual Hardware Specification</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Number of Processors</td>
<td>2 CPU</td>
<td>2 CPU</td>
<td>2 CPU</td>
<td>2 CPU</td>
</tr>
<tr>
<td>Memory</td>
<td>8 GB</td>
<td>32 GB</td>
<td>16 GB</td>
<td>16 GB</td>
</tr>
<tr>
<td>Primary System Drive C:</td>
<td>107 GB</td>
<td>107 GB</td>
<td>107 GB</td>
<td>107 GB</td>
</tr>
<tr>
<td>Secondary Drive D:</td>
<td>322 GB</td>
<td>536 GB</td>
<td></td>
<td>536 GB</td>
</tr>
<tr>
<td>Staging Drive E:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Licensed Software</strong></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Security Certificate</td>
<td>2048 bit</td>
<td>2048 bit</td>
<td></td>
<td></td>
</tr>
<tr>
<td>URL / Domain Name</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>*.maryland.gov</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MS Window server 2012 / 64 Bit</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Microsoft .NET platform 4.5</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>MS Server Release Pack</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>MS SQL Server Reports 2014</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>IIS 8.5</td>
<td>X</td>
<td>X</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>MS SQL 2014</td>
<td>X</td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>MS SQL 2014 Integration Services</td>
<td></td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FileZilla (tool used by vendor)</td>
<td></td>
<td></td>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>

*As a security measure the Passwords, IP Addresses, communication ports, data paths, and complete server names are not included but will be made available as part of the Transition-In Requirements.

Any local anonymous or guest user account access shall be deleted or disabled as well as other security best practices.

The MSDE/OIT has setup four (4) VLANS Environments made of virtual servers for MDCS. Each VLAN will contain servers used by the MDCS System. The TO Contractor shall configure and support the 4 Servers in each of the four (4) VLANS. Each of the four (4) VLANS is segmented to specific functional access:

- **Development** (DEV) Support the TO Contractor development activities at MSDE
- **Staging** (ST) Used for staging updates of applications, operating system, and troubleshooting reported production issues
- **Production** (Prod) Production Servers
- **User Acceptance** (UAT) User Acceptance Testing by designated named-users
## Appendix 7. MDCS SECURITY ROLES AND FUNCTIONS

<table>
<thead>
<tr>
<th>Direct Certification Functions</th>
<th>Food Service Director</th>
<th>FSD Delegate</th>
<th>MDCS Admin</th>
<th>MDCS Reviewer</th>
<th>MDCS NSLP Staff</th>
<th>System Admin</th>
</tr>
</thead>
<tbody>
<tr>
<td>Upload Student Records</td>
<td>Yes</td>
<td>Yes</td>
<td>No</td>
<td>No</td>
<td>No</td>
<td>Yes</td>
</tr>
<tr>
<td>Manually add students</td>
<td>Yes</td>
<td>Yes</td>
<td>No</td>
<td>No</td>
<td>No</td>
<td>Yes</td>
</tr>
<tr>
<td>Update Enrollment Information</td>
<td>Yes</td>
<td>Yes</td>
<td>No</td>
<td>No</td>
<td>No</td>
<td>Yes</td>
</tr>
<tr>
<td>Process Batch Certification Requests</td>
<td>Yes</td>
<td>Yes</td>
<td>No</td>
<td>No</td>
<td>No</td>
<td>Yes</td>
</tr>
<tr>
<td>Process manual certification requests</td>
<td>Yes</td>
<td>Yes</td>
<td>No</td>
<td>No</td>
<td>No</td>
<td>Yes</td>
</tr>
<tr>
<td>Review direct certification results</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Manually match students for direct certification</td>
<td>Yes</td>
<td>Yes</td>
<td>No</td>
<td>No</td>
<td>No</td>
<td>Yes</td>
</tr>
<tr>
<td>Accept batch verifications</td>
<td>Yes</td>
<td>Yes</td>
<td>No</td>
<td>No</td>
<td>No</td>
<td>Yes</td>
</tr>
<tr>
<td>Accept manual verifications</td>
<td>Yes</td>
<td>Yes</td>
<td>No</td>
<td>No</td>
<td>No</td>
<td>Yes</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Administrative Functions</th>
<th>Food Service Director</th>
<th>FSD Delegate</th>
<th>MDCS Admin</th>
<th>MDCS Reviewer</th>
<th>MDCS NSLP Staff</th>
<th>System Admin</th>
</tr>
</thead>
<tbody>
<tr>
<td>Add FSD Users</td>
<td>No</td>
<td>No</td>
<td>Yes</td>
<td>No</td>
<td>No</td>
<td>Yes</td>
</tr>
<tr>
<td>Number of users per role</td>
<td>1-per LEA</td>
<td>3-per LEA</td>
<td>3</td>
<td>15</td>
<td>10</td>
<td>3</td>
</tr>
<tr>
<td>Update FSD contact information</td>
<td>No</td>
<td>No</td>
<td>Yes</td>
<td>No</td>
<td>No</td>
<td>Yes</td>
</tr>
<tr>
<td>Update delegate contact information</td>
<td>Yes</td>
<td>No</td>
<td>Yes</td>
<td>No</td>
<td>No</td>
<td>Yes</td>
</tr>
<tr>
<td>Update user(own) contact information</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Delegate Tasks</td>
<td>Yes</td>
<td>No</td>
<td>Yes</td>
<td>No</td>
<td>No</td>
<td>Yes</td>
</tr>
<tr>
<td>Add Users, Except FSD</td>
<td>Yes</td>
<td>No</td>
<td>Yes</td>
<td>No</td>
<td>No</td>
<td>Yes</td>
</tr>
<tr>
<td>Grant User Permissions</td>
<td>Yes</td>
<td>No</td>
<td>Yes</td>
<td>No</td>
<td>No</td>
<td>Yes</td>
</tr>
<tr>
<td>Self Service Password Reset</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Lock/Unlock accounts</td>
<td>No</td>
<td>No</td>
<td>Yes</td>
<td>No</td>
<td>No</td>
<td>Yes</td>
</tr>
<tr>
<td>Set email notification preferences</td>
<td>Yes</td>
<td>No</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Set Medicaid provision for Sponsors</td>
<td>No</td>
<td>No</td>
<td>Yes</td>
<td>No</td>
<td>No</td>
<td>Yes</td>
</tr>
<tr>
<td>Edit Message Board/Publish Messages</td>
<td>No</td>
<td>No</td>
<td>Yes</td>
<td>No</td>
<td>Yes</td>
<td>Yes</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Reporting Functions</th>
<th>Food Service Director</th>
<th>FSD Delegate</th>
<th>MDCS Admin</th>
<th>MDCS Reviewer</th>
<th>MDCS NSLP Staff</th>
<th>System Admin</th>
</tr>
</thead>
<tbody>
<tr>
<td>Update DCF Data</td>
<td>No</td>
<td>No</td>
<td>No</td>
<td>No</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td>Access reporting for all LEA's</td>
<td>No</td>
<td>No</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Access reporting for assigned LEA</td>
<td>Yes</td>
<td>Yes</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Export Reporting</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Print related subset of data</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Generate SFA-2 Form</td>
<td>No</td>
<td>No</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Generate Parent Letter</td>
<td>Yes</td>
<td>Yes</td>
<td>No</td>
<td>No</td>
<td>No</td>
<td>Yes</td>
</tr>
<tr>
<td>Sort Data</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Review Student verification history</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Review Audit Trail</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Update Audit Trail</td>
<td>No</td>
<td>No</td>
<td>No</td>
<td>No</td>
<td>No</td>
<td>No</td>
</tr>
</tbody>
</table>
Appendix 8. LIST OF MDCS REPORTS

The following reports are included with the FDC and will need heading and columns rebranded to represent OSCNP/MSDE and the State of Maryland:

A. Activity report
   1) Based on LEA/Sponsor system activity.
   2) List user activity history to include counts of batch/manual uploads.
   3) Role: FSD, and all MDCS levels

B. No Activity Report
   1) Generated when no LEA/Sponsor activity is detected for 90 days.
   2) Notice of inactivity will be included on the dashboard.
   3) Email notification for MDCS administrator and FSD.
   4) Role: FSD, and all MDCS levels

C. Student Record History
   1) Will track each student record.
      a) Eligibility date.
      b) Dates of active/inactive status
   2) Role: MDCS Administrator & System Administrator

D. Matched Student List Report
   1) Details students matched and direct certification method.
   2) Return the submitted data set in addition to the following information:
      a) Identify the program participation utilized to determine eligibility.
      b) Identify the matching rule.
      c) Identify the result of matching attempt.
   3) Role: All

E. Non-matched Student List Report
   1) Details unmatched students.
   2) Provide rule for matching failure.
   3) Exception notification will request that user log in to view results.
   4) LEA/Sponsor users have option to edit student records in this report.
      a) Add, edit, or inactive option listed for each student.
      b) All active, non-matched records will be re-run daily for matches.
      c) Reminder to update POS will be provided once adds/edits are accepted.
   5) Role: All

F. Match/Non Match Address Report
1) Application will run internal DB query comparing non-match student addresses to matched student addresses.

2) The following information is to be displayed:
   a) Matched student name, address, and eligibility
   b) Names and addresses of all non-matched students with the same address.

3) The following will be considered a matched search result for this report: [Address Line 1 or Address Line 2] and Zip Code
   a) Role: All

G. File Upload Exception Report
   1) Generated when uploaded file can’t be validated.
   2) Role: FSD/Delegates

H. File status report
   1) Displays processing status of uploaded files.
      a) i.e. number of successfully uploaded records, number of duplicates records
   2) Role: FSD/Delegates

I. Parent Letter
   1) Direct certification letter to parents once matches are completed.
   2) Word template will be available for LEA/Sponsor download.
      a) This way LEAs/Sponsors can complete mail merge to populate student contact information.
      b) Mail merge quick tips will be provided for the user.
      c) Letter provided in English, Spanish, and Creole
   3) Role: FSD/Delegates

J. Sponsor S5 Form
   1) Generated when student is found eligible to receive benefits, but are not currently receiving them.
   2) Reviewers will have the option to select student for S5 batch with search function.
   3) Selected students will populate S5 form once batch is printed.
      a) “Add to S5 batch” option will be provided on Search page.
      b) Users will have option to clear the list once form is printed.
         i) User can select to clear the entire list.
         ii) User can select individual names to clear from the print list.
   4) Reviewers can generate.
   5) Role: All MDCS

K. LEA/Sponsor April Data Report:
1) Must provide the total number of students certified by SNAP between July 1st and April 1st.

2) Report is due to MDCS by April 15th.

3) All students whose files were uploaded for processing by the cut-off time will be included.

4) Role: FSD/Delegates

L. LEA/Sponsor October Data Report:

1) Must provide the total number of students certified by SNAP between July 1st and October 31st.

2) Report is due to MDCS by November 15.

3) All students whose files were uploaded for processing by the cut-off time will be included.

4) Role: FSD/Delegates

M. MDCS April Data Report:

1) Must provide the total number of students certified by SNAP between July 1st and April 1st.

2) Report is due to MDCS by April 15th.

3) All students whose files were uploaded for processing by the cut-off time will be included.

4) MDCS will be able to run report for individual LEAs/Sponsors, All LEAs/Sponsors, selected groups of sponsors, all counties, one county, and selected groups of counties

5) Filter screen will display when this report is selected.
   a) User will make selections, then click “run report”.

6) Role: All MDCS

N. MDCS October Data Report:

1) Must provide the total number of students certified by SNAP between July 1st and October 31st.

2) Report is due to MDCS by November 15.

3) All students whose files were uploaded for processing by the cut-off time will be included.

4) MDCS will be able to run report for individual LEAs/Sponsors, All LEAs/Sponsors, select groups of sponsors, all counties, one county, and selected groups of counties.

5) Filter screen will display when this report is selected.
   a) User will make selections, then click “run report”.

6) Role: All MDCS

O. USDA Report 834

1) Data Element #3:
   a) Will be reported on FNS-834
b) Must provide the total number of SNAP students certified in Special Provision Schools between July 1st and the last operating day of October.
   i) Site ID will be required in order to identify “Special Provision” schools.
   ii) This information will be provided by LEAs.
   iii) “Special Provision” Flag will be implemented to identify these schools.

2) Report is due to USDA by December 1st.

3) All students whose files were uploaded for processing by the cut-off time will be included.

4) Role: MDCS Administrator & System Administrator
Appendix 9. TYPES OF MDCS EMAIL COMMUNICATIONS

The following E-Mails are included with the FDC solution and will be included in MDCS. Users will receive the following email notifications when using the MDCS Direct Certification System:

A. File processing exceptions – All LEA/Sponsor users
   1) Sent when file fails validation.

B. Direct certification matches – All LEA/Sponsor users
   1) Sent once matching results are returned.
   2) Additional email sent once completed matches not accessed for two weeks.

C. Inactivity notification – MDCS Administrator and inactive LEAs/Sponsors
   1) References LEA/Sponsor activity only.
   2) Sent after 90 days of inactivity from LEA/Sponsor

D. Quarterly reminder - Tentative dates: March 1st, August 1st, January 1st
   1) Remind the LEAs/Sponsors to login to review matches.

The MDCS user will have the ability to turn on/off email notifications. All email notifications are mandatory for MDCS delegates. The MDCS Administrator will be able to edit email notifications. All email notification language will be provided by OSCNP.
Appendix 10. MDCS MATCHING CRITERIA

In General, the FDC employs four (4) levels of matching in order to determine whether a student is a match. MDCS will continue this requirement. Each student record uploaded or searched online will compare the info against the MDGS database and be identified as either match or non-match.

Rules for Matching Students:
Level 1 2 Point Match SSN AND DOB
Level 1a 2 Point Match SSN AND First Name
Level 1b 2 Point Match SSN AND Last Name
Level 2 3 Point Match DOB AND Last Name AND First Name
Level 2 3 Point Match DOB AND Last Name AND First Name with Nickname match
Level 3 3 Point Match DOB AND [Last Name or First Name] AND Gender
Level 3 3 Point Match DOB AND [Last Name or First Name] AND Gender with Nickname match
Level 4 3 Point Match DOB AND [Last Name or First Name] AND [Gender or Race]
Level 4 3 Point Match DOB AND [Last Name or First Name] AND [Gender or Race] with Nickname match

Alternate Phonetic Matching
Level 5 2 Point Match Level 1a with Phonetic Matching
Level 6 2 Point Match Level 1b with Phonetic Matching
Level 7 3 Point Match Level 2 with Phonetic Matching
Level 6 3 Point Match Level 3 with Phonetic Matching
Level 7 3 Point Match Level 4 with Phonetic Matching

Duplicate Exception Rules
If more than one student record matches at any match level, the following duplicate exception rules will be applied.
Duplicate Rule 1 SSN AND DOB AND Last Name.
Duplicate Rule 2 SSN AND DOB AND Last Name AND First Name.
Duplicate Rule 3 SSN AND DOB AND Last Name AND First Name AND Gender.
Duplicate Rule 4 SSN AND DOB AND Last Name AND First Name AND Gender AND Race.
Duplicate Rule 5 DOB AND Last Name AND First Name AND Gender
Duplicate Rule 6 DOB AND Last Name AND First Name AND Gender AND Race
Appendix 11. Agile Artifacts and Events

A. Artifacts - The TO Contractor shall be responsible for building and maintaining the following artifacts, or deliverables, used to develop the products and track progress.

1) **Product vision statement**: An elevator pitch, or a quick summary, to communicate how your product supports the company’s or organization’s strategies. The vision statement must articulate the goals for the product.

2) **Product roadmap**: The Product roadmap offers high-level view of the requirements needed to achieve the product vision. It also enables a team to outline a general timeframe for development and releasing products. The Product roadmap is a first cut and provides a high-level view of the product backlog.

3) **Product backlog**: The list of what is in the scope for your project, ordered by priority. After you have your first requirement, you have a product backlog.

4) **Release plan**: A high-level timetable for the release of working software.

5) **Sprint backlog**: The goal, user stories, and tasks associated with the current sprint.

6) **Increment**: The working product functionality, demonstrated to stakeholders at the end of the sprint, which is potentially available to the customer.

B. Events - Throughout each release, the TO Contractor shall lead these recurring events for each release:

1) **Project planning**: Includes using the vision statement in Section 2.2 to and a Product roadmap, to implement the final product.

2) **Release planning**: Planning a set of product features to release and identifying an imminent product launch date around which the team can support. With the expected limits on MSDE staff, it is suggested to plan one release at a time.

3) **Sprint**: A short cycle of development, in which the team creates potentially shippable product functionality. Sprints, sometimes called iterations, typically last between one and four weeks. Sprints can last as little as one day but should not be longer than four weeks. Sprints should remain the same length throughout the entire project, which enables teams to plan future work more accurately based on their past performance.

4) **Sprint planning**: At the beginning of each sprint where the team commits to a sprint goal. The team will also identify the requirements that support the goal of the Sprint and a breakdown of individual tasks to complete each requirement.

5) **Daily scrum**: A short 15-minute meeting held each day during a sprint, where team members comment on what they completed the day before, expect to complete on the current day, and whether they have any roadblocks.

6) **Sprint review**: A meeting hosted at the end of each sprint, with the product owner in attendance, where the team demonstrates the product functionality it completed during the sprint to stakeholders, and where feedback will be collected for updating the product backlog.

7) **Sprint retrospective**: A lessons learned meeting at the end of each sprint where the team inspects and adapts their processes, discussing what went well, what could change, and makes a plan for implementing the process improvements in the next sprint.
Appendix 12. CERTIFICATION REGARDING DISCRIMINATORY BOYCOTTS OF ISRAEL

Authority: Executive Order 01.01.2017.25 (issued October 23, 2017)

☐ The undersigned offeror hereby certifies and agrees that the following information is correct:

In preparing its proposal on this project, the offeror has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor, vendor, or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity on the basis of Israeli national origin, or residence or incorporation in Israel and its territories. The offeror also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. Without limiting any other provision of the solicitation for this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to reject the proposal submitted by the offeror on this project, and terminate any contract awarded based on the bid.

☐ The undersigned is unable make the above certification regarding boycotts of Israel due to the following activities:

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

Name of Authorized Representative: __________________________

Signature of Authorized Representative: __________________________

Date: __________________________

Title: __________________________
Appendix 13.  MDCS Timesheet

Each TO Contractor Personnel shall submit monthly.

<table>
<thead>
<tr>
<th>Date</th>
<th>Begin Time</th>
<th>Lunch</th>
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<th>Hours Worked</th>
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MDCS Billed hours: __________

Contractor Signature          Date          MSDE Manager Signature