

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



**COMPTROLLER OF MARYLAND (COM)
SOLICITATION NUMBER: E00B2600007**

IT MANAGEMENT CONSULTING SERVICES

ISSUE DATE: OCTOBER 18, 2021

COMPTROLLER OF MARYLAND (COM) KEY INFORMATION SUMMARY SHEET

Solicitation Title:	IT Management Consulting Services
Solicitation Number (TORFP#):	E00B2600007
Functional Area:	Functional Area 10 - IT Management Consulting Services
TORFP Issue Date:	October 18, 2021
TORFP Issuing Office:	Comptroller of Maryland (COM or the "Agency")
Agency Location:	Annapolis, MD
TO Procurement Officer:	Mike Balderson
e-mail:	mbalderson@marylandtaxes.gov
Office Phone:	410-260-6330
TO Manager:	Jeane Olson 108 Carroll St., Rm ADC B1, Annapolis, MD 21401
e-mail:	jolson@marylandtaxes.gov
Office Phone:	(410) 260-7579
TO Proposals are to be sent to:	mbalderson@marylandtaxes.gov Attention: Mike Balderson
TO Pre-proposal Conference:	October 26, 2021, 10:00AM Local Time (Microsoft Teams Meeting) See Attachment A for directions and instructions.
TO Proposals Due (Closing) Date and Time:	November 12, 2021, 10:00 AM Local Time Offerors are reminded that a completed Feedback Form is requested if a no-bid decision is made (see Section 5).
MBE Subcontracting Goal:	26%
VSBE Subcontracting Goal:	0%
Task Order Type:	Time and Materials with Firm Fixed Price Work Orders
Task Order Duration:	One (1) Four-Year Base Period, with one (1) One-Year Option Period, commencing from the Effective Date
Primary Place of Performance:	Comptroller of Maryland Annapolis, MD 21401
SBR Designation:	No
Federal Funding:	No
Questions Due Date and Time	November 5, 2021, 10:00 AM Local Time

TABLE OF CONTENTS – TORFP

1	Minimum Qualifications	1
1.1	Offeror Personnel Minimum Qualifications.....	1
2	TO Contractor Requirements: Scope of Work	2
2.1	Summary Statement.....	2
2.2	Background and Purpose.....	3
2.3	Responsibilities and Tasks.....	9
2.4	Deliverables.....	17
2.5	Optional Features, Future Work.....	25
2.6	Service Level Agreement (SLA).....	25
3	TO Contractor Requirements: General	27
3.1	Task Order Initiation Requirements.....	27
3.2	End of Task Order Transition.....	28
3.3	Invoicing.....	29
3.4	Liquidated Damages.....	32
3.5	Disaster Recovery and Data.....	32
3.6	Insurance Requirements.....	33
3.7	Security Requirements.....	33
3.8	RESERVED.....	36
3.9	SOC 2 Type 2 Audit Report.....	36
3.10	Performance and Personnel.....	36
3.11	Substitution of Personnel.....	42
3.12	Minority Business Enterprise (MBE) Reports.....	43
3.13	Veteran Small Business Enterprise (VSBE) Reports.....	44
3.14	Work Orders.....	44
3.15	Additional Clauses.....	45
4	TORFP Instructions	47
4.1	TO Pre-Proposal Conference.....	47
4.2	Questions.....	47
4.3	TO Proposal Due (Closing) Date and Time.....	47
4.4	Award Basis.....	48
4.5	Oral Presentation.....	48

4.6	Limitation of Liability	48
4.7	MBE Participation Goal	48
4.8	VSBE Goal	49
4.9	Living Wage Requirements	49
4.10	Federal Funding Acknowledgement.....	49
4.11	Conflict of Interest Affidavit and Disclosure	49
4.12	Non-Disclosure Agreement	49
4.13	HIPAA - Business Associate Agreement	50
4.14	Iranian Non-Investment.....	50
4.15	Mercury and Products That Contain Mercury	50
4.16	Location of the Performance of Services Disclosure	50
4.17	Department of Human Services (DHS) Hiring Agreement.....	50
4.18	Small Business Reserve (SBR) Set-Aside.....	50
4.19	Bonds.....	50
5	TO Proposal Format	51
5.1	Required Response	51
5.2	Two Part Submission.....	51
5.3	TO Proposal Packaging and Delivery.....	51
5.4	Volume I - TO Technical Proposal.....	53
5.5	Volume II – TO Financial Proposal	57
6	Evaluation and Selection Process.....	58
6.1	Evaluation Committee	58
6.2	TO Technical Proposal Evaluation Criteria.....	58
6.3	TO Financial Proposal Evaluation Criteria.....	59
6.4	Selection Procedures.....	59
6.5	Documents Required upon Notice of Recommendation for Task Order Award.....	60
7	TORFP ATTACHMENTS AND APPENDICES	61
Attachment A.	TO Pre-Proposal Conference Response Form.....	63
Attachment B.	TO Financial Proposal Instructions & Form.....	64
Attachment C.	AUTHORIZATION OF RELEASE OF INFORMATION.....	65
Attachment D.	Minority Business Enterprise (MBE) Forms	66
Attachment E.	Veteran-Owned Small Business Enterprise (VSBE) Forms	93

Attachment F.	Maryland Living Wage Affidavit of Agreement for Service Contracts	94
Attachment G.	Federal Funds Attachments.....	98
Attachment H.	Conflict of Interest Affidavit and Disclosure	99
Attachment I.	Non-Disclosure Agreement (TO Contractor).....	100
Attachment J.	HIPAA Business Associate Agreement.....	105
Attachment K.	Mercury Affidavit.....	106
Attachment L.	Location of the Performance of Services Disclosure	107
Attachment M.	Task Order	108
Attachment N.	CONFIDENTIALITY OF IRS AND STATE TAX INFORMATION	111
Attachment O.	CERTIFICATE OF CONFIDENTIALITY FOR THE TO CONTRACTOR PERSONNEL.....	114
Attachment P.	Certification Regarding Investments in Iran.....	115
Attachment Q.	PATENTS, COPYRIGHTS, AND INTELLECTUAL PROPERTY.....	116
Appendix 1.	– Abbreviations and Definitions.....	119
Appendix 2.	– Offeror Information Sheet.....	123
Appendix 3.	Criminal Background Check Affidavit	124
Appendix 4.	Generally Applicable Labor Categories.....	125
Appendix 5.	Labor Classification Personnel Resume Summary	126

1 Minimum Qualifications

1.1 Offeror Personnel Minimum Qualifications

Offeror Personnel shall meet the following minimum qualification criteria to be eligible for consideration in the evaluation of this TORFP:

Offeror must specify the labor category(s) for positions that are not predetermined within this section.

1.1.1 Project Manager (CATS+ Labor Category: Project Manager)

Meets the identified labor category description as described in **CATS + RFP Section 2.10.95** (<http://doit.maryland.gov/contracts/Documents/CATSPPlus2016/060B2490023-2016CATSPPlus2016RFP.pdf>).

1.1.2 Assistant Project Manager (Master Contractor to select the CATS+ Labor Category)

The Assistant Project Manager shall meet the minimum qualifications associated with the **CATS + RFP Section 2.10** (<http://doit.maryland.gov/contracts/Documents/CATSPPlus2016/060B2490023-2016CATSPPlus2016RFP.pdf>). Labor Category proposed in the TO Technical Proposal.

1.1.3 System Integration Lead (CATS+ Labor Category: Analyst, Systems (Senior))

Meets the identified labor category description as described in **CATS + RFP Section 2.10.9** (<http://doit.maryland.gov/contracts/Documents/CATSPPlus2016/060B2490023-2016CATSPPlus2016RFP.pdf>).

1.1.4 Quality and Compliance Manager (Master Contractor to select the CATS+ Labor Category)

The Quality and Compliance Manager shall meet the minimum qualifications associated with the **CATS + RFP Section 2.10** (<http://doit.maryland.gov/contracts/Documents/CATSPPlus2016/060B2490023-2016CATSPPlus2016RFP.pdf>). Labor Category proposed in the TO Technical Proposal.

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2 TO Contractor Requirements: Scope of Work

2.1 Summary Statement

- 2.1.1 Master Contractors may only propose **four (4) Key Personnel** in response to this TORFP for award determination. These key personnel are expected to start immediately upon award. Additional staff are required to execute the Scope of Work (SOW) described in Section 2.0. The number and type of staff necessary are to be stated by the Offeror in the Draft Staffing Management Plan.
- 2.1.2 The Comptroller of Maryland (COM or the "Agency") is issuing this CATS+ TORFP in order to obtain Information Technology (IT) management consulting services to provide daily hands-on project management and thought leadership for the Compass project. Managing the Compass project includes coordinating COM resources and providing oversight of the Compass project's Implementation Contractor (IC) throughout the course of the implementation and throughout the maintenance phase of the project. Additional work and/or resources may be requested, through the Work Order Process, during the course of the TO period of performance to support additional Compass project needs.
- 2.1.3 COM anticipates issuing a Work Order immediately upon Task Order award for four (4) resources according to the Work Order Process in **Section 3.14**. It is up to the Offeror to recommend the appropriate staffing levels needed to successfully execute the SOW up to sixteen (16) additional resources for a maximum total of twenty (20) resources. All resources beyond the initial four (4) will be requested through a Work Order process (See **Section 3.14**).
- 2.1.4 COM intends to award this Task Order to one (1) Master Contractor that proposes a team of resources and a Staffing Plan that can best satisfy the Task Order requirements.
- 2.1.5 Master Contractors are advised that, should a solicitation or other competitive award be initiated as a result of activity or recommendations arising from this Task Order, the Offeror awarded this Task Order may not be eligible to compete if such activity constitutes assisting in the drafting of specifications, requirement, or design thereof.
- 2.1.6 A Task Order award does not assure a TO Contractor that it will receive all State business under the Task Order.

2.2 Background and Purpose

- 2.2.1 The Compass project assists the COM in modernizing its operations by delivering updated technology and improved business processes. Major Compass components include continued implementation of the Integrated Tax System (ITS), managing the integration of the ITS into the COM's existing infrastructure systems and business processes, and planning and managing the retirement of systems and processes made obsolete by the new ITS. Compass is funded as a Major IT Development Project (MITDP) through the Department of Information Technology (DoIT).
- 2.2.2 The COM has procured a multi-phased COTS ITS solution. The first of four (4) releases has been successfully implemented and the second is in development. The COTS ITS will replace the Agency's State of Maryland Tax (SMART) system, Computer Assisted Collection System (CACS), certain web applications, and other outdated tax processing systems and integrate with a robust data warehouse to both continue and expand revenue generating projects and provide enhanced reporting functionality. The ITS will allow the COM to efficiently administer all taxes, licenses, permits, and fees required by law. This includes the processing and collection of personal income tax and sales and use tax, the State's largest sources of revenue, and the administration of Abandoned Property.
- 2.2.3 Successful implementation will bring the COM a modernized system, which makes use of current technologies and is supported by and adaptable to the mainstream IT workforce. Uniformity in processing across Tax Types will simplify compliance by taxpayers and allow for a more dynamic use of COM staff.
- 2.2.4 The COM provides executive leadership for Maryland's financial management services. The COM is accountable for the fair and efficient collection of taxes, regulation of businesses, accurate forecasting and accounting of revenues and expenses, and the provision of technological services to State agencies.
- 2.2.5 The COM has approximately 1,200 employees. The Agency administers the tax laws of the State and collects the revenue necessary to support State services. On an annual basis, the COM collects approximately \$41 billion dollars in revenue from 2.8 million individual taxpayers and 500,000 active businesses. There are multiple tax/fee types, which COM administers.
- 2.2.6 The COM distributes funds to 23 counties, Baltimore City, and 157 municipalities throughout the State. On an annual basis, approximately \$4.6 billion dollars are distributed.
- 2.2.7 The COM has two major operational facilities: one in Annapolis and one in Baltimore. Walk-in taxpayer services are provided at all locations by appointment. The COM has twelve (12) Taxpayer Services Centers throughout the State.
- 2.2.8 The following Agency divisions are major stakeholders in the Compass project:

A. Bureau of Revenue Estimates (BRE)

The BRE is responsible for forecasting State revenues and monitoring and explaining revenue performance. The BRE also estimates the impact of State and federal legislation on State revenues, provides statistical reports on State revenues, and is generally responsible for reports on tax/revenue issues required of the Comptroller by the General Assembly. The BRE oversees the operations of the COM's data warehouse.

B. Compliance Division (CD)

The CD is responsible for enforcing all tax laws administered by the Comptroller and for administering the Uniform Disposition of Unclaimed Property Act. Primary functions include auditing, collections, and various discovery activities. In conjunction with these activities, the division handles the levying of assessments, license renewal liability matches, tax appeals, and legal enforcement. The CD operates from the Baltimore and Annapolis offices. CD field auditors work at locations throughout the State and perform on-site audits both in Maryland and out of state.

C. Field Enforcement Division (FED)

The FED is responsible for enforcing the State's revenue laws relating to alcoholic beverages, tobacco, motor fuels, business licenses, and the sales and use tax. The FED is also responsible for administration of motor fuel, alcohol, and tobacco taxes. Enforcement agents combat the illegal smuggling of untaxed cigarettes by conducting investigations, arresting violators and making sure retail businesses are licensed properly and complying with record keeping regulations. Field inspectors also monitor the transportation and storage of motor fuel, and verify that retail locations are complying with regulations governing pricing, labeling, and registration. Fuel samples are also collected and tested at the division's Petroleum Testing Laboratory in Jessup to ensure quality standards. The State License Bureau is part of the FED and is responsible for administering the business licenses required for many Maryland business activities.

D. General Accounting Division (GAD)

The GAD exercises financial control on a statewide basis. It accounts for all State funds received and disbursed, and prepares monthly and annual financial and statistical reports as required by law or fiscal policy. This includes the preparation of the Comprehensive Annual Financial Report (CAFR) of the State, which contains the State's financial statements and is accompanied by an independent auditor's report.

The GAD provides accounting and certain payroll check distribution services to State agencies and is responsible for the approval and processing of Vendor payments. Additionally, the GAD performs backup withholding collections, annual 1099 reporting, and both state and federal liability offsets. The GAD also administers the statewide corporate purchasing card program.

E. Information Technology Division (ITD)

The ITD provides IT services to the Agency as well as IT coordination for all 24 Registers of Wills offices throughout the State. The ITD also operates the largest mainframe data center in Maryland State government, the Annapolis Data Center, which provides mainframe processing for many State agencies as well as for the Comptroller. The costs for the ADC, which operates 24 hours a day, 365 days a year, are fully reimbursable by the using agencies. Some of the larger external users are the Department of Budget and Management, the Department of Health and Mental Hygiene, the Department of Labor, Licensing, and Regulation, the Department of Assessments and Taxation, and the State Retirement System. The ITD provides application programming support for all web-based and mainframe applications supporting the COM.

F. Revenue Administration Division (RAD)

The RAD is responsible for receiving and processing tax returns and payments for all taxes and fees administered by the COM that include: personal, corporate, fiduciary, pass-through entity, employer withholding, sales and use, admissions and amusements, tire fee, bay restoration fee, and estate and inheritance taxes. The RAD is responsible for taxpayer service, taxpayer accounting, administration of offset programs, tax processing systems application control, revenue accounting, issuing refunds, and the distribution of tax revenues to the subdivisions of Maryland. Remittances are received electronically or by mail; mailed returns and remittances are imaged and deposited through a centralized remittance processing center and a lockbox facility. The RAD administers laws and regulations, including registration, licensing, and permitting, pertaining to the manufacture, storage, transportation, sale, and distribution of alcoholic beverages, tobacco, and motor fuel.

2.2.9 The primary purpose of the TO is to manage and implement a fully integrated, updated tax management system. The IT management consulting services required under this TO includes two (2) separate services. Both services shall be primarily furnished on a time and materials basis.

2.2.9.1 Project Management and Oversight Services

This TO requires project management services to manage the Compass project in close partnership with the COM. Specific details are listed in Section 2.3 however generally the COM requires the TO Contractor to act substantially as the State's representative in managing COM efforts and the IC efforts to successfully and fully implement the ITS.

2.2.9.2 Implementation Contractor Management

This TO requires Project Management specific to managing the Implementation Contractor as separate from general Project Management services. Specific details are listed in Section 2.3.

2.2.9.3 System Integration Services

This TO requires system integration services to provide the technical expertise necessary for successfully integration efforts in support of the development efforts for the IC. Specific details are listed in Section 2.3

2.2.9.4 Process Improvement Services

This TO requires process improvement analysis and recommendations to support the implementation of the new ITS.

2.2.9.5 Quality and Compliance Management Services

This TO requires monitoring and reporting on IC's quality and compliance, as well as overseeing user acceptance testing in support of the integrated tax system implementation and operations. Specific details are listed in Section 2.3.

2.2.9.6 Procurement Services

This TO requires procurement services for activities associated with development and evaluation of procurement documentation. Specific details are listed in Section 2.3.

The TO Contractor shall also perform ancillary duties and activities in support of the Compass project.

2.2.10 Compass Project Goals

The COM initiated the Compass Project to modernize the technologies utilized to support the primary mission of the COM – executive leadership for Maryland’s financial management services through the fair and efficient collection of taxes, regulation of businesses, accurate forecasting and accounting of revenues and expenses, and the provision of exemplary taxpayer services, and technological services to State agencies. The ITS will allow for efficient tax processing and collection necessary to support this mission and the Agency's strategic goals:

- (1) provide public services in ways that achieve the highest level of individual and business customer satisfaction;
- (2) take advantage of existing and emerging IT applications to enhance business processes that currently use little or no technology, and improve the infrastructure for efficient implementation of these new technologies; and
- (3) vigorously enforce tax laws essential to the fair treatment of all taxpayers.

2.2.11 Current Environment

There are numerous mainframe applications and stand-alone personal computer applications used to administer and enforce the taxing statutes. The COM has three (3) primary data processing systems for tax administration and collections processing. The systems are:

- A. **Revenue Premier Enterprise (RPE):**
RPE is the new COTS ITS that is a service oriented, web-based processing solution that is the primary processing system for Alcohol Excise Tax and Corporate Income Tax. Future releases will incorporate additional tax types and a public facing web portal. RPE is being implemented in the cloud by Revenue Solutions Inc. as part of the Compass Project.
- B. **The State of Maryland Tax System (SMART):**
SMART is a consolidated tax administration mainframe-based computer system that provides centralized processing for personal income tax, corporate income tax (as look back system), pass-through entity income tax, fiduciary tax, employer withholding tax, sales and use tax, the tire fee, and the Bay restoration fee. SMART was implemented in 1992 by Andersen Consulting using their Tax Administration System (TAS) product. It is an IBM DB2-based application written in COBOL for a CICS environment.
- C. **The Computer-Assisted Collection System (CACS):**
CACS provides collection functionality for four (4) Tax Types: corporate income tax, employer withholding, sales and use tax, and admissions and amusement tax. CACS is a mainframe-based system that was implemented in 1987. CACS is currently supported by CGI and is written in COBOL for a CICS/VSAM environment.

Other key system information:

- A. **Remittance Processing and Imaging:**
The RAD uses Fairfax Imaging’s processing system to scan and process payment documents, certain tax forms, and checks using Optical Character Recognition (OCR). The data is then uploaded to the SMART system and RPE. For taxes not included in SMART or RPE, payments must be manually posted to the appropriate accounting system.
- B. **IFPS Imaging:**
The RAD uses the IBM Intelligent Forms Processing Solution (IFPS) to handle the front end processing of scanned paper tax returns for personal and some business taxes. The IFPS is a Windows based client/server application which provides data capture, data

validation, and data export to the SMART system on the mainframe. The backend data repository is an IBM DB2 database system for MVS. Tax return data is written directly to the mainframe DB2 tables by IFP application programs using IBM DB2 Connect.

- C. Other Mainframe Systems:
The COM maintains separate mainframe systems for Admissions and Amusement Tax, Motor Fuel Tax, Licenses, and Fees, Licenses and Fees, Tobacco Tax Licenses, and Fees, Central Registration, State License Bureau, Audit Tracking (A45S), License Clearance, and the Lien Card Tracking System. The programs, developed in-house, are primarily written in COBOL for a CICS/VSAM environment.
- D. Estate Tax Application:
Estate Tax Unit personnel use the HighView graphic user interface to input and retrieve estate data and document images. The database platform is SQL Server. Documents are scanned, indexed, and linked to the appropriate Account. The system has a letter generator feature, and provides individual Account and system reports.
An Estate Tax Account is established as a result of correspondence received from entities such as the Register of Wills, IRS, and estate representatives. An estate tax return's due date is calculated based on the decedent's date of death.
- E. Compliance and Audit Programs:
The COM has developed many Compliance and Audit Programs, which will be converted as the associated Tax Type is converted to the ITS. These programs utilize data from the processing system, external sources including the IRS, CAMS, and the data warehouse to generate leads, notices, and collections. Detailed reporting on all aspects of these programs, including monies collected, is required.
- F. Unclaimed Property:
The Unclaimed Property unit is responsible for the administration of the Maryland Uniform Disposition of Abandoned Property Act. The law is custodial in nature and requires that the COM take possession of the property and attempt to locate the rightful owners. The type of property turned over to the State includes uncashed payroll checks, inactive bank accounts, insurance proceeds, stock dividends and their underlying shares, and safe deposit box contents.
- G. The COM maintains several interactive Internet and Intranet web applications that provide taxpayer services and functions. These applications are used by taxpayers, representatives, businesses, citizens, and by Agency employees in the performance of their work. These include:
- 1) Filing of returns and payments for both personal and business taxes;
 - 2) Business registration;
 - 3) Credit control reporting for managing retailer credit information;
 - 4) Requesting extended payment plans;
 - 5) Payment methods using credit cards (through a third party) or direct debit;
 - 6) Obtaining certifications of tax filings;
 - 7) Filing of appeals; and
 - 8) Inquiry functions.

Web applications use the Microsoft Development Platform (Classic ASP and .NET (multiple versions)). MS Visual Studio is used to develop the applications and MS SQL Server is the relational database used for the web applications.

H. Electronic Filing:

The COM provides electronic filing capabilities for both personal and business taxes. Approximately 80% (2.5 million out of 3 million) of all Maryland individual returns processed are filed electronically. The Modernized Electronic Filing (MeF) application supports the pre-processing of business and individual income tax returns, forms, and payment transactions and is a major data source for the ADC mainframe. MeF integrates with web services hosted by the IRS. MeF processing is transitioning from the legacy .NET application to the RSI MeF system. Electronic submissions are also received from various other sources including iFile, bFile, ACH, IVR, and third parties.

I. Data Warehouse:

The COM uses a TeraData data warehouse for data storage, reporting, and analytics. Analysis performed in the data warehouse assists the COM in returns processing, fraud detection, and audit programs

2.2.12 Work-Space, Workstations, and Network Connectivity

The COM will provide all necessary office space, office furniture, local and long-distance on-site telephone service as needed (not cell phones), network connectivity, and laptop computers, utilizing a Windows operating system and Microsoft Office. Basic software will be included along with certain software being utilized on the project, such as: Microsoft Project, Microsoft Visio, Microsoft Visual Studio and Team Foundation Server.

2.2.13 State Staff and Roles

The Compass project is governed by the COM's Executive Steering Committee (ESC) comprised of the COM Project Sponsor and several division directors. The ESC provides cross-organizational executive level sponsorship, guidance and control over program projects and services to ensure mission objectives are met as expected and to ensure that project goals and initiatives align with Agency goals. The TO Contractor's Project Manager is responsible for ensuring the delivery of the services described in Section 2, TO Contractor Requirements: Scope of Work through efficient and effective management of TO Contractor Personnel and project work performed in collaboration with the COM Project Staff, the COM ITS Project Management Office, and the IC. The TO Contractor's Project Manager will report to the TO Manager.

In addition to duties outlined in Section 2.3 - Responsibilities and Tasks, the TO Manager is responsible for oversight of the Compass project, including management of the TO Agreement and the ITS implementation contract for the Compass project.

DoIT's selected IV&V contractor performs independent verification and validation of activity performed in support of the Compass project, including both the IC and the TO Contractor.

2.2.14 Other State Responsibilities

- A. The State will provide 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.
- B. The State is responsible for providing required information, data, documentation, and test data to facilitate the TO Contractor's performance of the work.

2.3 Responsibilities and Tasks

2.3.1 TO Contractor Responsibilities

This section discusses the requirements and responsibilities the TO Contractor must satisfy under the TO Agreement. The responsibilities in this section are phrased as to “what” needs to be accomplished rather than “how” each should be accomplished. Master Contractors are requested to provide a brief explanation of their capabilities relating to each of the items (see Section 5.4 TO Technical Proposal). The criticality and visibility of the Compass project necessitates an experienced contractor with a mature approach to all activities under this Task Order.

The TO Contractor shall fulfill all responsibilities as defined in this TORFP, and as may be additionally requested by the TO Manager within the general scope of the Compass project and associated business process improvements.

Responsibility	
The TO Contractor is responsible for:	
ID	TO General Responsibilities
TO-001	Managing all TO staff and subcontractors performing work under the TO Agreement.
TO-002	Ensuring that Key Personnel are available as of the start date specified in the Notice To Proceed (NTP).
TO-003	Organize, direct, and coordinate the planning and production of all activities related to this TO, including subcontractors;
TO-005	Completing all work, work products, and deliverables (including ongoing maintenance of deliverables) included in the Deliverables Inventory in a manner compatible with the approved SDLC approach for the Compass project(Pages - Agile/SDLC (maryland.gov)).
TO-006	Delivering and maintaining all documentation consistent with the approved implementation methodology in an agreed upon State-owned repository readily available to those who should have access to them. The TO Contractor shall deliver, and keep updated, all required documentation at an enterprise-quality level.
TO-008	Proactively identifying and reporting roadblocks and risks as they arise and suggesting mitigating strategies to the COM ITS Project Management Office.
TO-012	Execute all work according to the detailed approach provided in the Offeror’s proposal for providing the services requested under the TO Agreement.
TO-014	Acting as an internal consultant, advocate, mentor, and change agent for the COM.
TO-015	Becoming familiar with all laws, regulations, and policies applicable to the work performed under the TO Agreement in order to assist the COM in identifying obligations and generating all required documentation.
TO-016	If requested via a Work Order, furnishing subject matter experts to aid the COM in maintaining its critical program functions during implementation activities. Note that the scope and nature of backfill activities may vary, and are subject to any State human resource rules.
TO-017	Performing other work as required to support the implementation of Compass.
Project Management and Oversight Services	
PM-001	Providing project management and oversight services using industry standard and best-practice project management methods.

PM-002	Representing the COM in an extensive array of responsibilities associated with Compass. Primary responsibilities are identified in Section 3 Scope of Work; however, as necessary, additional activities may be requested via Work Order (See Section 3.13).
PM-003	Planning, managing, coordinating, and reporting the status for all work listed in Section 3 Scope of Work.
PM-004	Prioritizing, monitoring, communicating, and escalating roadblocks, risks, and issues with ITS Project Management Office to ensure proper mitigation, response and informing Agency Leadership as appropriate.
TO-010	Actively participating in working sessions, as needed, with the COM and/or IC staff to accomplish tasks in support of the Compass project.
TO-011	Assisting the COM in ensuring business continuity is maintained during a phased implementation of the ITS.
PM-004	Assisting the COM in managing change control, issues escalation and resolution, and IC compliance to schedule, costs, and scope.
PM-005	Establishing a process for reporting and analyzing development progress to advise the COM of the progress of the Compass project.
PM-006	Conducting assessments at key milestones. The COM and the TO Contractor shall jointly identify the milestones specific to this TO.
PM-007	Supporting the COM in Compass project governance.
PM-008	Staffing the TO with personnel familiar with managing large, complex projects of similar size and scope, Maryland State procurement requirements, and DoIT project oversight methodology (as applicable to this project).
PM-009	Providing subject matter expertise in fields relevant to the responsibilities and requirements listed in Section 2 Scope of Work.
PM-0010	Maintaining, updating, and improving the COM MS Project schedule. Communicating upcoming and overdue tasks to Project staff and Compass PMO per agreed upon schedule. COM MS Project Schedule must be kept in sync with the primary Compass MO Project schedule by coordination with the IC Vendor designee.
PM -0XX	Effectively utilize approved tools proposed in the approach to successfully manage the TO and all PM activities.
PM-011	Proactively identify and communicate Compass Project staffing needs (both COM and IC staffing) and identifying qualifications and skills needed to fulfill identified staffing needs.
PM-012	Attending project meetings and preparing and presenting status report material for each service area (i.e., project management, Quality and Compliance Management) as established by the Communications Management Plan or as requested by the COM.
PM-013	As per the Communications Management Plan and as requested by the COM, for meetings attended by the TO Contractor, producing meeting minutes within two (2) Business Days after the meeting, distribute information per the Communications Management Plan, and store the minutes in the appropriate electronic workspace.
PM-014	Assisting COM personnel with the development of the DoIT required documentation, such as in support of the annual budget request and ITPR.
PM-015	Preparing a monthly DoIT status report for the TO Manager in the format prescribed by DoIT, within three (3) Business Days after the end of each calendar month.

PM-017	Assisting the COM in reviewing and responding to the IV&V contractor's audit reports and observations related to the Project.
PM-018	Maintaining, updating, and coordinating the COM MS Project Schedule and communicating upcoming and overdue tasks to Project staff and Compass PMO per agreed upon schedule. COM MS Project Schedule must be kept in sync with the primary Compass MS Project schedule by coordination with the IC Vendor designee.
Implementation Contractor (IC) Management	
IC-001	Assisting the COM in managing the IC contract on behalf of the State , including but not limited to monitoring: IC compliance with the IC contract, IC compliance with published plans (e.g., Communications Management Plan, Project Management Plan, Test Plans, Training Plan), and IC compliance with identified implementation process improvements.
IC-002	Functioning as a liaison between COM employees and the IC.
IC-003	Performing Gap Analysis with each release to monitor and track all ITS requirements to assist the COM in ensuring that requirements are implemented completely and as intended.
IC-004	Ensuring the State’s security requirements are incorporated into the ITS and incrementally developed, tested, and maintained during operations.
IC-005	Analyzing performance of the IC including establishing, reviewing, and validating performance metrics (e.g., Key Performance Indicators, Service level Agreements, etc.).
IC-006	Reviewing and providing feedback for all management plans, work products, documentation (including software development and integration documentation), and other deliverables produced by the IC for: content, quality, compliance to requirements, adherence to standards, effect on existing COM systems, and compliance to contract . The TO Contractor shall recommend to the COM ITS Project Management Team a response to each document reviewed. The TO Contractor shall perform this review and make recommendations within five (5) Business Days after receipt, unless otherwise directed by the COM.
IC-007	Providing input as needed on SDLC documentation for which the IC has primary responsibility.
IC-008	Monitoring IC progress against the IC MS Project Schedule and assisting in planning of any applicable revisions of Release Schedule.
IC-009	Aiding in the maintenance of the risk register, including proactively identifying and assessing risks and advising the State on risk mitigation or avoidance steps.
IC-010	Work with IC Contractor and COM to incrementally implement and improve Agile Development principles for improved development and compliance with DoIT required methodology.
System Integration Services	
IS-001	For select systems, applications, and processes in the existing COM environment, planning, coordinating, analyzing, and documenting the integration with the ITS. Integration activities shall include data cleansing, data migration, temporary interfaces, and system and process retirement.
IS-002	Overseeing the COM's development and testing efforts for all integration activities.
IS-003	Overseeing test data management including the process for identifying, creating, preparing, storing, and protecting test data to ensure compliance with COM, State, and IRS guidelines.

IS-004	Managing roles and responsibilities of external vendors and internal resources in coordination with the IC to minimize the disruptive effects of any ongoing COM and third-party maintenance and development activities such as new, existing, and/or upgraded software.
IS-005	Conducting risk analyses to identify unintended consequences that may arise due to changes made to legacy COM systems and applications that may affect Compass or Compass' effect on legacy COM systems and applications.
IS-006	Identifying opportunities for integration and economies of scale across systems and/or organizations interfacing with the ITS.
IS-007	Providing recommendations for improvement of COM IT projects and initiatives as they relate to the implementation of the ITS.
IS-008	Provide analysis for COM systems to be integrated with the ITS to ensure consistency between systems and provides efficient integration with the ITS.
IS-009	Designing and documenting temporary legacy integration solutions compatible with the ITS and, where appropriate, developing procedures for a business process workaround prior to the start of development of the integration solution.
IS-010	Gathering and documenting functional requirements for each legacy system integration activity.
IS-011	Coordinating legacy integration activities to coincide with the IC's integration plan and development activities.
IS-012	Maintaining continuity between systems for functions being shared between legacy systems and the Compass ITS throughout the course of the phased implementation.
IS-013	Supporting the IC in the preparation and execution of extract, transformation, and load (ETL) scripts and programs.
IS-014	Developing and documenting a Deployment Plan for each legacy integration activity and ensuring that each plan is followed consistently. At a minimum, each Deployment Plan shall include approved implementation schedule; deployment communications plan; backup and rollback procedures; and contingency plans or work-around(s) when recovery is not an option.
IS-015	Coordinating legacy integration deployment schedules and managing the channels of communication and hand-off(s) between the technical teams, vendors, COM leadership, and end-users.
IS-016	Performing post-deployment reviews for legacy integration activities to assess and document the results, including, but not limited to defects found, corrective actions to be taken, and work-around(s) to be implemented.
IS-017	Producing and maintaining written policies and procedures governing legacy integration efforts consistent with State of Maryland, NIST, and IRS Publication 1075 standards.
IS-018	Providing full technical and end-user documentation in the manner and format agreed upon in the DED for all work performed that results in configuration for all software development efforts and product releases. At a minimum, documentation shall include all information necessary to describe processes, procedures, code artifacts, and/or policies that were implemented or updated during the development work.
IS-019	Training COM IT and business resources in the operations and support of temporary interfaces and integration business processes prior to deployment.
IS-020	Providing knowledge transfer to COM-specified IT staff for all integration activities.

IS-021	Recommending tools that may assist the COM in performing system integration activities.
Process Improvement Services	
PI-001	Performing business analysis during transition to the new ITS solution to identify opportunities for process improvement and provide recommendations that account for the legal, regulatory, and audit constraints applicable to the COM. Establish performance metrics that measure the progress made while implementing recommendations.
PI-002	Keeping all business process documentation created in support of Compass up to date, per agreed upon schedule.
Quality and Compliance Management Services	
QC-001	Monitoring and reporting on the Compass Program’s compliance with all applicable policies, procedures, laws, rules, and regulations.
QC-002	Evaluating Compass Program performance by identifying, monitoring, and reporting on Key Performance Indicators.
QC-003	Supporting the Compass Program staff during audits and assessments.
QC-004	Monitoring and reporting on the IC’s compliance with the established SLA, security requirements, technical requirements, agreed-upon implementation standards and the effectiveness of the IC’s hosting services.
QC-005	Establishing and promoting an Overall Quality Philosophy across all aspects of the Compass program.
QC-006	Establishing and overseeing Compass Program Quality Assurance to ensure the Compass Program is operating efficiently and effectively.
QC-007	Establishing and overseeing Compass Program Quality Control to ensure the Compass Solution is designed and developed in accordance with program scope, functional and technical requirements, and development and industry standards.
QC-008	Monitoring and reporting on the Compass Program’s cost of quality.
QC-009	Coordinating closely with the COM Testing Lead in planning, overseeing, monitoring, and supporting Agency User Acceptance Testing for the Compass Solution.

Procurement	
PR-001	Working with COM stakeholders and subject matter experts to support the COM in drafting necessary procurement vehicles (e.g., TORFP, RFP, RFR) for any future Compass-related solicitations as needed, in accordance with industry best practices and DoIT guidelines.
PR-002	Providing support as needed during any Compass Project related solicitation evaluation and awards , including developing an evaluation strategy for proposals that meets internal and external reviewer requirements, developing oral presentation questions, training the evaluation team on the application of evaluation criteria and scoring standards, and supporting the evaluation and selection processes.

2.3.1.1 Work Location

The primary work location for Compass will be in Annapolis, MD. It is the State’s requirement that all Key Personnel be located there while engaged on the project. Facilities will be made available in Annapolis for the remaining project staff or the Offeror can, at its own expense, use its own facilities. Via the Staffing Management Plan the TO Contractor will discuss where the staff will be located and how teleworking, commuting, and travel will be utilized. See Section 3.6.3 for security constraints. Additional work may be performed at 301 W. Preston Street, Baltimore, MD 21201, or at any other site designated by the COM. Work Orders will detail work locations (on-site, off-site, or both).

2.3.1.2 Work Approach

The State prefers that development work efforts be performed using an SDLC which adheres to agile values and principles. See [DoIT’s System Development Life Cycle page](#) for further detail. TO Contractor shall work with the IC to adapt the Project’s SDLC approach to better align with DoIT’s Agile SDLC policy whenever possible.

2.3.1.3 Work Products and Deliverables

Agency shall maintain, with TO Contractor input, a Deliverables Inventory describing the specific work products for which the TO Contractor has responsibility, taking into consideration the approved SDLC methodology and the TO Contractor’s proposed approach to completing the services under this Task Order. The Deliverables Inventory will be continually evaluated and updated throughout the Task Order period of performance. The TO Contractor shall develop and obtain Agency approval for a Deliverable Expectation Document (DED) that describes the content and intent of each newly identified or revised work product.

2.3.2 TO Contractor Personnel Duties and Responsibilities

2.3.2.1 Project Manager

Project management and oversight services will be provided by one (1) Project Manager, with additional support provided by TO Contractor Key Personnel and additional TO Contractor Personnel as authorized via a Work Order process. In addition to the responsibilities listed below, specific responsibilities for the Project Manager will be managed by the TO Manager after onboarding. The Project Manager is responsible for the following:

- A. Ensuring the delivery of the services described in Section 2 Scope of Work through efficient and effective management of TO Contractor Personnel and project work

performed in collaboration with the COM Project Staff and the COM ITS Project Management Team.

- B. Serving as the primary point of contact regarding day-to-day oversight of Compass project operations. The Project Manager shall ensure the COM has a single point of contact for all TO issues.
- C. Overseeing and directing all TO Contractor Personnel and subcontractors provided under this TORFP.
- D. Supporting the COM ITS Project Management Team in overall project governance, communications with executives, planning, budgeting, execution, monitoring, control, quality assurance, and implementing course corrections as needed.

2.3.2.2 Assistant Project Management

The Assistant Project Management is responsible for the following:

- A. Providing assistance to the TO Contractor's Project Manager in overseeing and directing any TO Contractor Personnel and subcontractors provided under this TORFP.
- B. Supporting the TO Manager and the COM in the overall project governance, communications with executives, planning, budgeting, execution, monitoring, control, quality assurance, implementing course corrections as needed, and supporting the TO Project Manager in the delivery of all TO responsibilities as described in the proposal.
- C. Ensuring continuity in the event that the TO Project Manager is unavailable for any reason.

2.3.2.3 System Integration Lead

The System Integration Lead is responsible for the following:

- A. Ensuring completion of all System Integration activities described in Section 2 Scope of Work.
- B. Ensuring continuity of service and highly effective coordination through all phases of the Compass project.
- C. Ensuring consistency between systems and efficient integration with the ITS by providing oversight and technical analysis for the transition of the COM systems and data to be integrated with the ITS.
- D. Ensuring appropriate knowledge transfer and training to the COM for all integration activities.
- E. Ensuring all integration activities are documented appropriately.

2.3.2.4 Quality and Compliance Manager

The Quality and Compliance Manager is responsible for the following:

- A. Ensuring completion of all Quality and Compliance responsibilities as described in Section 2.3 Quality and Compliance Management Services.
- B. Monitoring and reporting on the health and effectiveness of the Compass Program and the Compass Solution.

- C. Ensuring appropriate knowledge transfer to the COM for all Quality and Compliance Oversight activities.
- D. Overseeing the work of TO Contractor Personnel assigned to Quality and Compliance Oversight activities.

2.3.3 Requirements for Hardware, Software, and Materials

The TO Contractor may provide recommendations at any time for additional hardware/software tools that may be needed to perform the work under the TO Agreement. If additional software or hardware is approved by the COM, the TO Contractor may be responsible for acquiring any other necessary hardware and software that are installed on COM systems and other materials necessary to complete its work under the TO Agreement. All such necessary hardware, software, materials, and any associated licenses shall become the property of the COM. *Material costs must be approved in advance by the COM and shall be passed through with no mark-up by the TO Contractor (See Section 2.2.3 regarding Work-Space, Workstations and Network Connectivity).*

2.3.4 Reports

The TO Contractor shall prepare and submit reports in the form required and at the frequency specified in the Communications Plan. At a minimum, status reports, as described in the Deliverables section, will be provided weekly to the COM ITS Project Management Office and DoIT and monthly to the DoIT, the Project Oversight Committee, and the Executive Steering Committee.

2.3.5 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 to and remain abreast of new or revised laws, regulations, policies, standards and guidelines affecting project execution and COM policies, procedures, standards and guidelines. These include, but are not limited to:

- A. The State of Maryland System Development Life Cycle (SDLC) methodology at: www.DoIT.maryland.gov - keyword: SDLC;
- B. The State of Maryland Information Technology Security Policy and Standards at: www.DoIT.maryland.gov - keyword: Security Policy;
- C. The State of Maryland Information Technology Non-Visual Standards at: <http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx>;
- D. The State of Maryland Information Technology Project Oversight at: www.DoIT.maryland.gov - keyword: IT Project Oversight;
- E. The TO Contractor shall follow project management methodologies consistent with the most recent edition of the Project Management Institute's *Project Management Body of Knowledge Guide*; and
- F. TO Contractor Personnel shall follow a consistent methodology for all Task Order activities.
- G. Scaled Agile Framework version 4.0. Additional information is available at: <https://doit.maryland.gov/SDLC/Pages/agile-sdlc.aspx>
- H. The State of Maryland Information Technology Non-Visual Access Standards
- I. IRS Publication 1075 standards

2.3.6 Non-Visual Access

2.3.6.1 The Offeror warrants that the information technology offered under this TORFP:

- A. Provides equivalent access for effective use by both visual and nonvisual means consistent with the standards of § 508 of the Federal Rehabilitation Act of 1973 and Code of Maryland Regulations 14.33.02;
- B. Provides an individual with disabilities with nonvisual access in a way that is fully and equally accessible to and independently usable by the individual with disabilities so that the individual is able to acquire the same information, engage in the same interactions, and enjoy the same services as users without disabilities, with substantially equivalent ease of use;
- C. Will present information, including prompts used for interactive communications, in formats intended for both visual and nonvisual use;
- D. If intended for use in a network, can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired; and
- E. Is available, whenever possible, without modification for compatibility with software and hardware for nonvisual access. The Offeror further warrants that the cost, if any, of modifying the information technology for compatibility with software and hardware used for nonvisual access will not increase the cost of the information technology by more than 15 percent.

2.3.6.2 If the information technology procured under this solicitation does not meet the nonvisual access standards set forth in the Code of Maryland Regulations 14.33.02, the State will notify the Offeror in writing that the Offeror, at its own expense, has 12 months after the date of the notification to modify the information technology in order to meet the nonvisual access standards. If the Offeror fails to modify the information technology to meet the nonvisual access standards within 12 months after the date of the notification, the Offeror may be subject to a civil penalty of a fine not exceeding \$5,000 for a first offense, and a fine not exceeding \$10,000 for a subsequent offense.

2.3.6.3 The Offeror shall indemnify the State for liability resulting from the use of information technology that does not meet the applicable nonvisual access standards.

2.3.6.4 For purposes of this regulation, the phrase 'equivalent access' means the ability to receive, use, and manipulate information and operate controls necessary to access and use information technology by nonvisual means. Examples of equivalent access include keyboard controls used for input and synthesized speech, Braille, or other audible or tactile means used for output.

2.4 Deliverables

2.4.1 Deliverable Submission

- A. The TO Project Manager and TO Manager will come to a mutually agreed upon submission process that will be documented in the Communication Plan (DID-014).
- B. For every deliverable, the TO Contractor shall submit to the TO Manager, by e-mail, an Agency Deliverable Product Acceptance Form (DPAF), an example of which is provided on

the DoIT web page here:

<http://doit.maryland.gov/contracts/Documents/CATSPPlus/CATS+DPAFSample.pdf>.

- C. Unless specified otherwise, written deliverables shall be compatible with Microsoft Office, Microsoft Project and/or Microsoft Visio within two (2) versions of the current version. At the TO Manager's discretion, the TO Manager may request one hard copy of a written deliverable.
- D. A standard deliverable review cycle will be elaborated and agreed-upon between the COM and the TO Contractor. This review process is entered into when the TO Contractor completes a deliverable.
- E. The TO Manager may request a draft copy of a deliverable at any time. The TO Contractor must respond with a current draft within 48 hours of the request. Draft and final versions of a deliverable shall comply with the minimum deliverable quality criteria listed in **Section 2.4.3 Minimum Deliverable Quality**.

2.4.2 Deliverable Acceptance

- A. A final deliverable shall satisfy the scope and requirements of this TORFP for that deliverable, including the quality and acceptance criteria for a final deliverable as defined in **Section 2.4.4 Deliverable Descriptions/Acceptance Criteria**.
- B. The TO Manager shall review a final deliverable to determine compliance with the acceptance criteria as defined for that deliverable. The TO Manager is responsible for coordinating comments and input from various team members and stakeholders. The TO Manager is responsible for providing clear guidance and direction to the TO Contractor in the event of divergent feedback from various team members.
- C. The TO Manager will issue to the TO Contractor a notice of acceptance or rejection of the deliverable in the DPAF (see online sample). Following the return of the DPAF indicating "Accepted" and signed by the TO Manager, the TO Contractor shall submit a proper invoice in accordance with the procedures in **Section 3.3**.
- D. In the event of rejection, the TO Manager will formally communicate in writing any deliverable deficiencies or non-conformities to the TO Contractor, describing in those deficiencies what shall be corrected prior to acceptance of the deliverable in sufficient detail for the TO Contractor to address the deficiencies. The TO Contractor shall correct deficiencies and resubmit the corrected deliverable for acceptance within the agreed-upon time-period for correction.
- 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

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

Each deliverable shall meet the following minimum acceptance criteria:

- A. Be presented in a format appropriate for the subject matter and depth of discussion.
- B. Be organized in a manner that presents a logical flow of the deliverable's content.

- C. Represent factual information reasonably expected to have been known at the time of submittal.
- D. In each section of the deliverable, include only information relevant to that section of the deliverable.
- E. Contain content and presentation consistent with industry best practices in terms of deliverable completeness, clarity, and quality.
- F. Meets the acceptance criteria applicable to that deliverable, including any State policies, functional or non-functional requirements, or industry standards.
- G. Contains no structural errors such as poor grammar, misspellings, or incorrect punctuation.
- H. Must contain the date, author, and page numbers. When applicable for a deliverable, a revision table must be included.
- I. A draft written deliverable may contain limited structural errors such as incorrect punctuation and shall represent a significant level of completeness toward the associated final written deliverable. The draft written deliverable shall otherwise comply with minimum deliverable quality criteria above.

2.4.4 Deliverable Descriptions

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. Notice to Proceed (NTP) + X days refers to business days, not calendar days.

ID#	Deliverable Name	Description	Timing
DID-001	Kick-off Meeting	Initial meeting between TO Contractor Key Personnel and the COM ITS Project Management Office to review the timeline, responsibilities, requirements, and deliverables. At the kickoff meeting, the COM will review and hand off to the TO Contractor all current Compass project PM Services Documents, RFP & Proposal documents. The TO Contractor shall review the draft Transition-in Plan and Proposed Staffing Management Plan with COM Project Management. Any confidential documentation will be withheld until TO Contractor personnel have obtained required background clearance.	NTP + 5 Business days
DID-002	Transition-in Plan	The Transition-in Plan shall address: <ul style="list-style-type: none"> a) Communication between the TO Contractor, the COM, and DoIT; b) Attaining working knowledge of the COM's general business practices and operations and Compass implementation status, including project documentation provided by the COM; and c) All activities to be completed during the transition-in period. 	NTP + 20 Business Days
DID-003	TO Staffing Management Plan	The TO Staffing Management Plan details the project's human resources requirements and how those requirements will be fulfilled. The Staffing Management Plan includes several sections:	NTP + 20 Business days with updates as agreed in the Staffing Management Plan DED

		<ul style="list-style-type: none"> a) Project Roles and Responsibilities – summarizes the responsibilities for each role required to conduct the project work b) Project Staffing Estimates – identifies estimated staffing requirements c) Acquisition Strategy – describes when, how, and from what sources staffing will be acquired d) Organizational Chart – displays project reporting relationships 	
DID-004	Transition-in Status Meetings	At Transition-in Status Meetings the TO Contractor shall provide the status of Transition-in Plan Activities. Regular weekly Status Meetings will continue until all Transition-in activities completed to the satisfaction of the TO Manager.	NTP + 10 Business Days then weekly until Transition-in period is completed (estimated at NTP + 30 days).
DID-005	Deliverables Inventory Review Schedule	The TO Deliverables Inventory Review Schedule itemizes each deliverable, and includes a description, it will need due dates for each new DED, the schedule for deliverable review and/or submission, including the deliverable owner, and the status for each work product. The Deliverables Inventory will be continually evaluated and updated throughout the project. Any previous PM Services deliverable that is no longer applicable needs to be identified and confirmed by the COM to be as such.	NTP + 30 Business days with updates as agreed in the Deliverables Inventory DED
DID-006	Deliverable Expectations Documents (DED)	Each DED describes the content, schedule, acceptance criteria, and intent for each TO Contractor work product. Each existing DED will be reviewed and updated as needed with approval from the COM. New DEDs will also go through COM approval.	Within five (5) Business days of a deliverable being added to the Deliverables Inventory and on demand
DID-007	Project Management Services	Timely delivery of project services described in Section 2 Scope of Work, as determined by the agreed upon SDLC methodology, to ensure a successful implementation of the ITS.	Continuously throughout the period of performance
DID-008	Business Process Documentation	For processes within the scope of Compass, business process documentation includes business process diagrams, business rules, and any other supporting documents necessary to describe the current state.	According to approved Project Schedule
DID-009	DID-009 is discontinued (from previous PM Services TORFP) and will not be used within this TORFP.	Not Applicable	Not Applicable
DID-010	DID-010 is discontinued (from previous PM	Not Applicable	Not Applicable

	Services TORFP) and will not be used within this TORFP.		
DID-011	DID-011 is discontinued (from previous PM Services TORFP) and will not be used within this TORFP.	Not Applicable	Not Applicable
DID-012	TO Agreement Work Breakdown Structure (WBS) or equivalent	MS Word or Excel document (or other mutually agreed upon document format) that shows project milestones or phases and major project tasks arranged into manageable units of work. Work units should have measurable, testable, or observable outputs suitable for tracking project progress. The WBS shall comply with the agreed upon SDLC methodology. This document shall be updated as the project progresses as work packages are completed and additional work packages are defined. WBS will need to tie into the Implementation Contractor's WBS.	NTP + 30 Business days with updates as agreed in the WBS DED
DID-013	COM MS Project Schedule	The existing COM MS Project Schedule shall be maintained as resource loaded, showing responsibilities for both the Agency and TO Contractor. The COM MS Project Schedule must be kept in sync with the separate Compass Project Schedule that is maintained by the IC.	NTP + 30 Business days with updates as agreed by the COM
DID-014	SDLC Documents	The TO Contractor shall adapt and maintain SDLC Documents to align with their approach to performing the TO services as outlined within this TORFP in support of Compass project SDLC methodology. Documents may include: Project Management Plan, Risk Management Plan, Change Management Plan, Communication Management Plan, Stakeholder Management Plan, and Test Master Plan. All SDLC documentation shall be updated as the project progresses, but not less frequently than each calendar quarter.	Initial delivery in NTP + 30 Business days with updates as agreed by the COM in Deliverables Inventory, DED, and Project Schedule
DID-015	Requirements Implementation Analysis	Requirements Implementation Analysis during the implementation of the ITS shall: Analysis: <ul style="list-style-type: none"> a) Compare the ITS RFP requirements and deliverables with the implementation of the ITS; b) Record the results of the analysis; c) Identify any gaps and inaccuracies; d) Report findings to the COM ITS Project Management Office: <ul style="list-style-type: none"> a) Monitor and report status of identified gaps. b) Provide a final analysis report within 60 business days after implementation of the final release. 	Initial delivery in NTP + 30 Business days and at each IC D29 Implementation Submissions and 60 business days prior to major release.

DID-016	Status Reports of TO and COM Activity	<p>Status reports will be prepared and submitted to the COM prior to presenting them at each status meeting. At a minimum, status reports will capture and track:</p> <ul style="list-style-type: none"> a) Ongoing project activities and status; Activities completed in the current reporting period; b) Activities planned for the upcoming reporting period; c) The completion status of project deliverables; Issues and risks with corresponding resolution efforts and mitigation strategies; and d) Opportunities for increased organizational efficiencies. 	NTP + 10 Business days with updates as required by the Communications Management Plan
DID-033	Project Status Reports	<p>Status reports will be prepared and submitted to the COM prior to presenting them at each status meeting. At a minimum, status reports will capture and track:</p> <ul style="list-style-type: none"> a) Ongoing project activities and status; Activities completed in the current reporting period; b) Activities planned for the upcoming reporting period; c) The completion status of project deliverables; d) Issues and risks with corresponding resolution efforts and mitigation strategies; and e) Opportunities for increased organizational efficiencies. 	NTP + 10 Business days with updates as required by the Communications Management Plan
DID-034	Project Manager’s Assessment Report	<p>Project Manager’s Assessment Report will be prepared and submitted to COM Project Management Office and COM Leadership. At a minimum, the assessment report shall:</p> <ul style="list-style-type: none"> a) Describe progress and inner workings of the project from a quality, personnel, IC contractor and customer working dynamic; and b) Identify current risks and challenges to ensure the COM Leadership is notified of potential roadblocks and issues in a timely manner. <p>Any potentially significant risks to scope, schedule or cost must be submitted in a supplemental PM Assessment Report as soon as they are identified.</p>	NTP + 20 Business days and then monthly.
DID-017	Meetings and Meeting Minutes	Attendance by appropriate TO Contractor personnel at all planned meetings as described in the Communications Management Plan. When meeting minutes are required, they will record, at a minimum, attendance, action items, decision points and points of discussion.	As agreed in the Communications Management Plan.
DID-018	Stakeholder Communications	Stakeholder communications such as newsletters, emails, executive briefings, and other similar content to inform Compass ITS stakeholders and external stakeholders about Compass progress and activities as appropriate.	As agreed in the Communication Management Plan and the CCM Communication Plan

DID-019	DID-019 is discontinued (from previous PM Services TORFP) and will not be used within this TORFP.	Not Applicable	Not Applicable
DID-020	Transition-out Plan	<p>The Transition-out Plan describes the transition of the powers, duties, and functions of tasks and tools to the COM or another vendor. The Transition-out Plan shall address how the TO Contractor will satisfy the Transition-out requirements of Section 3.6.2, including:</p> <ul style="list-style-type: none"> a) Any concerns/issues related to the closeout of the Task Order; b) Communications and reporting process between the TO Contractor and the TO Manager pertaining to the transition out; c) Identification of any final training/orientation of COM staff or staff of another agent of the COM; d) Knowledge transfer including lessons learned and disposition of all project documentation maintained by the TO Contractor for the Compass project; e) Plans to complete tasks and any unfinished work items; and f) Documenting any outstanding risk factors and suggested solutions. 	Within 30 Business days of being notified by the TO Manager of a TO Agreement end date.
DID-021	System Integration Services	Timely delivery of system integration services described in Section 2 Scope of Work, as determined by the agreed upon SDLC methodology, to ensure a smooth transition of affected processes and data during Compass.	Continuously throughout the period of performance.
DID-022	DID-022 is discontinued from previous PM Services TORFP and numbering sequence will not be used with this TORFP.	Not Applicable	Not Applicable
DID-023	System Integration Standards, and Procedures	The System Integration Standards and Procedures documents will establish overall governance for the system integration activities.	NTP + 45 Business days
DID-024	System Integration Plan	<p>The System Integration Plan will provide details for the COM integration efforts for data clean up, data conversion, temporary interfaces, and system retirement and shall include an inventory and schedule of all system integration activities. Including System Integration Test Plans and Deployment Plans.</p> <p>The Test Plans shall detail the testing efforts required for each system integration activities including:</p> <ul style="list-style-type: none"> a) Identifying testing environment and tools to be used; 	NTP + 60 Business days with updates as agreed in the System Integration Plan DED

		<ul style="list-style-type: none"> b) Test data preparation and management; c) Test scripts for system, unit, and user acceptance testing; d) Acceptance criteria; e) Responsible parties; and f) Results tracking. <p>The System Integration Deployment Plans for each deployment shall detail the deployment efforts required for COM system integration activities including:</p> <ul style="list-style-type: none"> a) Approved implementation schedule; b) Deployment communications plan; c) Backup and rollback procedures; d) Contingency plans (or work-around(s) when recovery is not an option). 	
DID-025	DID-025 is discontinued from previous PM Services TORFP and numbering sequence will not be used with this TORFP.	Not Applicable	Not Applicable
DID-026	DID-026 is discontinued from previous PM Services TORFP and numbering sequence will not be used with this TORFP.	Not Applicable	Not Applicable
DID-027	System Integration Training and Knowledge Transfer	<p>Timely delivery of System Integration:</p> <ul style="list-style-type: none"> a) Knowledge Transfer Plans; b) Training Plans (including types of training, hours of training for each user type, training syllabi and curriculum outlines); c) Training materials (e.g., presentations, handouts, and user guides); d) Training to designated COM personnel; and e) Knowledge transfer to designated COM personnel. 	Continuously throughout the period of performance
DID-028	System Integration Technical Documentation	System Integration Technical Documentation shall detail the portions of the COM systems and processes that will integrate with or possibly affect the ITS.	NTP + 120 Business days with updates as agreed in the System Integration Technical Documentation DED
DID-029	DID-029 is discontinued from previous PM Services TORFP and numbering sequence will not be used with this TORFP.	Not Applicable	Not Applicable

DID-030	DID-030 is discontinued from previous PM Services TORFP and numbering sequence will not be used with this TORFP.	Not Applicable	Not Applicable
DID-031	DID-031 is discontinued from previous PM Services TORFP and numbering sequence will not be used with this TORFP.	Not Applicable	Not Applicable
DID-032	DID-032 is discontinued from previous PM Services TORFP and numbering sequence will not be used with this TORFP.	Not Applicable	Not Applicable

2.5 Optional Features, Future Work

2.5.1 Change Orders

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

2.6 Service Level Agreement (SLA)

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

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3 TO Contractor Requirements: General

3.1 Task Order Initiation Requirements

The purpose of the Task Order Initiation, or “Transition-in”, is for the TO Contractor to become familiar with the COM working environment and the Compass project, confirming the management approach for the services the TO Contractor will provide, and assuming responsibility for the maintenance of project documentation and the management of the Compass project development and implementation.

- A. The Transition-in shall ensure minimum disruption to vital COM business and Compass Project.
- B. The Transition-in period, which is anticipated to take no more than 30 Business Days from NTP, shall begin with the kickoff meeting which will be held within five (5) Business Days of NTP. TO Contractor will provide a draft Transition-in Plan (DID-002), initial Staffing Plan, and initial Deliverables Inventory at the kickoff meeting for review.
- C. During the Transition-in period, the TO Contractor is responsible for completing the Transition-in deliverables DID-001 through DID-004, and initial versions of DID-005, DID-012, DID-018, and DID-021 (see Section 3.8.4). During the Transition-in period, the TO Contractor will also assume responsibility for SDLC documents (see DID-008) turned over by the COM at the kickoff meeting.
- D. Assigned TO Contractor Personnel shall work closely with COM ITS Project Management Office.
- E. The TO Contractor shall submit the final Transition-in Plan within twenty (20) Business Days following the NTP date. Upon COM acceptance of the final Transition-in Plan, the plan shall be implemented in accordance with the timeframe specified in the TO Contractor’s final Transition-in Plan.
- F. The TO Contractor shall schedule and conduct Transition-in status meetings for the duration of the Transition-in period.
- G. The Transition-in period shall end when the TO Contractor has demonstrated to the Agency’s satisfaction it is staffed and ready to perform the management of all TO requirements and responsibilities for the Compass project and has successfully completed the deliverables from Section 2.4.4 that are due within NTP + 30 days. The Final Transition Status Meeting represents the end of the Transition-in period. TO Contractor shall assume responsibility for all TO services upon completion of the Final Transition Status Meeting and approval by the TO Manager that the TO Contractor has satisfactorily completed all Transition-in activities as identified in this Section and as described in the Transition-in Plan.
- H. The Transition-in Plan shall address:
 - I. The Compass Project SDLC methodology;
 - J. Communication between the TO Contractor, the Implementation Contractor, the COM, and DoIT (including IV&V);
 - K. Attaining working knowledge of the COM’s general business practices and operations and project documentation and processes provided by the COM and PMO; and
 - L. All activities to be completed during the Transition-in period.

3.2 End of Task Order Transition

An End of Task Order Transition, or “transition-out” shall ensure minimum disruption to vital COM business and Compass Project.

- 3.2.1 The TO Contractor shall support requested activities for technical, business and administrative support to ensure effective and efficient end-of-TO Agreement transition to the COM or another agent of the COM. Examples of these activities include a final project debriefing meeting, organization and hand-off of project materials, documentation, electronic media, any final reports, updated work plans, and final invoices.
- 3.2.2 The TO Contractor shall ensure that all necessary knowledge and materials for the tasks completed are transferred to the custody of COM personnel.
- 3.2.3 The TO Contractor shall complete a Transition-out Plan (DID-020) within 30 days of being notified by the TO Manager of a TO Agreement end date.
- 3.2.4 The Transition-out Plan shall include:
 - a) Any concerns/issues related to the closeout of the Task Order;
 - b) Communications and reporting process between the TO Contractor and the TO Manager pertaining to the transition out;
 - c) Identification of any final training/orientation of COM staff or staff of another agent of the COM;
 - d) Knowledge transfer including lessons learned and disposition of all project documentation maintained by the TO Contractor for the Compass project.
 - e) Plans to complete tasks and any unfinished work items; and
 - f) Document any outstanding risk factors and suggested solutions.

The TO Contractor shall deliver the activities identified in the accepted Transition-out Plan.

The TO Contractor shall ensure all documentation and data is current and complete with copy in a format prescribed by the TO Manager.

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 IT Invoice Intake at e-mail address: ITINVOICES@marylandtaxes.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) “Comptroller of Maryland” as the recipient;
 - 5) Invoice period (i.e. time period during which services covered by invoice were performed);
 - 6) Invoice date;
 - 7) Invoice number;
 - 8) State assigned TO Agreement number;
 - 9) State assigned (Blanket) Purchase Order number(s);
 - 10) Goods or services provided;

- 11) Invoiced item number (e.g., “2.7.4.1”);
 - 12) Amount due;
 - 13) A TO Contractor point of contact with telephone number; and
 - 14) 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 Agency reserves the right to reduce or withhold Task Order payment in the event the TO Contractor does not provide the Agency 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 Agency, or dispute of action by the TO Contractor, shall be in accordance with the provisions of Md. Code Ann., State Finance and Procurement Article §§ 15-215 through 15-223 and with COMAR 21.10.04.
- H. The State is generally exempt from federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes and transportation taxes. The TO Contractor; however, is not exempt from such sales and use taxes and may be liable for the same.
- I. Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

3.3.3 Invoice Submission Schedule

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

Invoices shall be submitted monthly and are due by the 10th of the month following the month in which services were performed.

- A. For items of work for which there is one-time pricing (see **Attachment B** – TO Financial Proposal Form) those items shall be billed in the month following the acceptance of the work by the Agency.
- B. For items of work for which there is annual pricing, see **Attachment B**– TO Financial Proposal Form, those items shall be billed in equal monthly installments for the applicable Task Order year in the month following the performance of the services.

3.3.4 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/CATSPPlus/CATS+DPAFSample.pdf>) or 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. Time Sheet Reporting

Within three (3) business days after the 15th and last day of the month, the TO Contractor shall submit a semi-monthly timesheet for the preceding half month providing data for all resources provided under the Task Order.

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

- 1) Title: "Time Sheet for Project Management Services"
- 2) Issuing company name, address, and telephone number
- 3) For each employee /resource:
 - a) Employee / resource name
 - b) For each Period ending date, e.g., "Period Ending: mm/dd/yyyy" (Periods run 1st through 15th and 16th through last day of the month.
 - i) Tasks completed that week and the associated deliverable names and ID#s
 - ii) Hours worked for each task mapped to associated deliverable
 - iii) Number of hours worked each day
 - iv) Total number of hours worked that Period
 - v) Period variance above or below 40 hours
 - vi) Annual number of hours planned under the Task Order
 - vii) Annual number of hours worked to date
 - viii) Balance of hours remaining
 - ix) Annual variance to date (Sum of periodic variances)
- 4) Signature and date lines for the TO Manager
- 5) Time sheets shall be submitted to the TO Manager prior to invoicing. The TO Manager shall sign the timesheet to indicate authorization to invoice.
- 6) All overtime shall be pre-approved by the TO Contractor and the TO Manager prior to submission.

3.3.5 **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.

3.3.6 Travel Reimbursement

Travel will not be reimbursed under this TORFP.

3.3.7 Retainage

This solicitation does not require retainage.

3.4 Liquidated Damages

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

3.5 Disaster Recovery and Data

Disaster Recovery is not in scope for this TO Agreement.

3.5.1 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.

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

3.6 Insurance Requirements

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

3.6.4 CYBER SECURITY / DATA BREACH INSURANCE

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

The Cyber Security / Data Breach Insurance policy must include the following types of coverage:

- A. Liability for security or privacy breaches including loss of confidential information due to unauthorized access to computer systems.
- B. Recovery of costs associated with a privacy breach, such as notification to affected parties, taxpayer support, and costs of providing credit monitoring services to affected parties.
- C. Recovery of costs associated with restoring, updating or replacing State assets stored electronically.
- D. Liability associated with libel, slander, copyright infringement, or reputational damage to others, and the cost of legal services associated with claims arising from a cyber-security incident and/or data breach.
- E. Expenses related to cyber extortion or cyber terrorism.

3.7 Security Requirements

3.7.1 Employee Identification

- A. TO Contractor Personnel shall display his or her State issued Contractor ID badge in a visible location at all times while on State premises. The TO Contractor shall be responsible for any costs associated with obtaining the ID Card (currently \$15.00 per original card). Upon request of authorized State personnel, each such TO Contractor Personnel shall provide additional photo identification.
- B. TO Contractor Personnel shall cooperate with State site requirements, including but not limited to, being prepared to be escorted at all times, and providing information for State badge issuance.

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

3.7.2 Security Clearance / Criminal Background Checks

- A. 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, the TO Contractor shall be subject to a national criminal history record check coordinated through our Field Enforcement Bureau with a satisfactory outcome. The background check and other security measures may consist of:
 - B. A Maryland and FBI Criminal Justice Information System criminal history record check.
 - C. A Background Investigation, including a State and national criminal history records check from the Criminal Justice Information System Central Repository of the Department of Public Safety and Correctional Services (“Central Repository”), a civil history records check, and a review of FBI fingerprint results, shall be completed for any TO Contractor Personnel providing services under the TO Contract.
 - D. A Background Investigation for each TO Contractor Personnel shall be completed prior to each TO Contractor Personnel providing any services or commencing any work under the TO Contract.
 - E. The TO Contractor shall obtain from each individual required to obtain a Background Investigation a statement permitting a Background Investigation (Attachment C Authorization of Release of Information) and submission of two (2) complete sets of the individual’s legible fingerprints taken in a format approved by the Director of the Central Repository and the Director of the FBI.
 - F. The Agency will obtain a Background Investigation for each individual using a source of its choosing. The TO Contractor shall be responsible for all costs associated with obtaining the fingerprint check (currently \$32.00 per submission). The COM reserves the right to perform additional Background Investigations on TO Contractor Personnel.
 - G. The TO Contractor may not assign TO Contractor Personnel with a criminal record unless prior written approval is obtained from the TO Manager. The COM reserves the right to disqualify any TO Contractor employees or subcontractors whose Background Investigations suggest conduct, involvements, and/or associations that COM determines, in its sole discretion, may be inconsistent with the performance and/or security requirements set forth in this TORFP.
 - H. Further, TO Contractor Personnel may be subject to random security checks during entry and exit of State secured areas. The State reserves the right to require TO Contractor Personnel to be accompanied while on secured premises.

3.7.3 **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.
- B. Further, TO Contractor Personnel shall not violate Md. Code Ann., Criminal Law Art. Section 9-410 through 9-417 and such other security policies of the agency that controls the facility to which the TO Contractor Personnel seeks access. The failure of any of the TO Contractor Personnel to comply with any provision of the TO Agreement is sufficient grounds for the State to immediately terminate the TO Agreement for default.
- C. The cost of complying with all security requirements specified herein, including the fingerprint check and obtaining a State ID card 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.

3.7.4 **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.
- D. TO Contractor Personnel shall follow the COM Computer Guidelines and Electronic Communications Policy, State of Maryland IT Security Policy and Standards, IRS Publication 1075 requirements throughout the term of the TO Agreement.
- E. COM Guidelines – The TO Contractor and TO Contractor Personnel shall comply with and adhere to the COM Computer Guidelines, COM Electronic Communication Policy, and other applicable COM policies and procedures related to security of information technology, property, and access.
- F. IRS Guidelines – The TO Contractor and TO Contractor Personnel shall comply with and adhere to all requirements of IRS Publication 1075 when using or accessing Federal Tax Information (FTI) and when designing, developing, or operating systems that access or process FTI.
- G. The Contractor shall 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 shall complete any necessary paperwork as directed and coordinated with the TO Manager to obtain approval by the State to connect TO Contractor-owned equipment to a State LAN/WAN

- H. Ensure State Data is not processed, transferred, or stored outside of the United States (“U.S.”).

3.7.5 Security Incident Response

The TO Contractor and TO Contractor Personnel shall comply with and adhere to the COM’s Data Incident Response Policy and Procedures.

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

- 3.7.7 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.

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

3.8 RESERVED

3.9 SOC 2 Type 2 Audit Report

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

3.10 Performance and Personnel

3.10.1 ROLES AND RESPONSIBILITIES

Personnel roles and responsibilities under the Task Order:

- A. **TO Procurement Officer** – The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement.
- B. **TO Manager** - The TO Manager has the primary responsibility for the management of the work performed under the TO Agreement, administrative functions, including issuing written directions, and for ensuring compliance with the terms and conditions of the CATS+ Master Contract.

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

- C. **TO Contractor** – The TO Contractor is the CATS+ Master Contractor awarded this Task Order. The TO Contractor shall provide human resources as necessary to perform the services described in this TORFP Scope of Work.
- D. **TO Contractor Manager** – The TO Contractor Manager will serve as primary point of contact with the TO Manager to regularly discuss progress of tasks, upcoming tasking, historical performance, and resolution of any issues that may arise pertaining to the TO Contractor Personnel. The TO Contractor Manager will serve as liaison between the TO Manager and the senior TO Contractor management.
- E. **TO Contractor Personnel** – Any official, employee, agent, Subcontractor, or Subcontractor agents of the TO Contractor who is involved with the Task Order over the course of the Task Order period of performance.

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

3.10.2 Offeror Experience

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

- A. Demonstrated experience furnishing all necessary services required to successfully complete all tasks and work requirements and producing high quality deliverables described herein on contracts of similar scope for at least five (5) years.
- B. Demonstrated experience in successfully planning, managing, and executing one (1) or more projects of a size and scope comparable to that contained herein in a tax processing and collection environment for a U.S. federal, state, or local government unit within the last seven (7) years.
- C. Demonstrated experience as a contractor providing IT management consulting and/or project management services for at least three (3) IT projects, at least one (1) of which must have been a multi-phased implementation with a cost in excess of \$10M. Engagements shall clearly outline starting and ending dates for each applicable project.
- D. Demonstrated experience as a contractor on one (1) or more contracts providing technical architecture, strategy, and integration for multiple inter-related applications. Engagements shall clearly outline starting and ending dates for each applicable project.
- E. At least one individual proposed have leadership experience participating in the evaluation and award of two (2) or more procurement proposals within the last eight (8) years with at least one of a size greater than \$10M. A subcontractor may be used to meet this requirement.
- F. At least five (5) years of experience as a contractor on one (1) or more contracts providing service delivery management for implementation and cloud hosting of a COTS solution with a wide variety of integration points and platforms. Engagements shall clearly outline starting and ending dates for each applicable project.
- G. At least one individual proposed have at least five (5) years of experience performing the following tasks in at least one (1) IT project:
 - 1) Creating and updating SDLC documentation; and
 - 2) Functional, technical and hosting Requirements Management (e.g.: validation, sufficiency, tracing, revisions, gap analysis, etc.)
- H. At least one individual proposed have at least three (3) years of experience performing the following tasks in at least one (1) IT project:
 - 1) Creating and updating SDLC documentation; and
 - 2) Managing the collection, documentation, and revisions of functional and technical requirements throughout the project lifecycle.
- I. A subcontractor may be used to meet this requirement.
- J. Demonstrated experience in integrating legacy mainframe systems with a distributed COTS solution.

- K. In-house expertise or evidence that the TO Contractor has fostered strategic alliances with other firms that have provided organizational change management services for at least three (3) years.
- L. Demonstrated experience in managing one (1) or more projects using agile methodologies.
- M. Demonstrated experience architecting integration solutions between disparate technology platforms (e.g., mainframe systems, AS400, modern distributed systems) in various levels of maturity. Mainframe to a modern distributed environment has a higher preference.
- N. Demonstrated experience drafting, coordinating, and evaluating public (e.g., Federal, State, local) procurements.

3.10.3 Personnel Experience

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

3.10.3.1 Project Manager (CATS + Labor Category: Project Manager)

- A. At least three (3) years of experience as the project manager for one or more IT projects with a cost of \$10M or greater.
- B. At least five (5) years of demonstrated experience in the following areas:
 - 1) Creating and updating documentation that satisfies the proposed SDLC methodology;
 - 2) Managing the collection and documenting of functional and technical requirements; and
 - 3) Contract management.
- C. Excellent verbal and written communication skills.
- D. Excellent coordination and organizational skills.
- E. At least one (1) year of experience participating in the implementation of an integrated tax system.
- F. Professional knowledge of federal and/or state tax administration.
- G. At least one (1) year of demonstrated professional experience with application of Internal Revenue Service Publication 1075 tax information security guidelines.
- H. At least one (1) year of demonstrated experience using State of Maryland's Department of Information Technology's (DoIT) guidelines, methodologies, and templates.
- I. Demonstrated experience engaging agile solution teams at the program and portfolio levels.
- J. Demonstrated experience managing scope, budget, schedule, risks and roadblocks for a project of similar scope and scale
- K. Demonstrated experience in managing one (1) or more projects using an agile methodology.
- L. Holds a current Project Management Professional (PMP) certification from the Project Management Institute.
- M. Master's Degree or Ph.D. Degree in Engineering, Computer Science, Information Systems, Business, or a related discipline.

- N. CPA, M.B.A., J.D., ITIL, PMI-ACP, SAFe™ Agilist certification, and/or other relevant agile certification.

3.10.3.2 Assistant Project Management (Master Contractor to select the CATS+ Labor Category)

- A. At least five (5) years of experience in project management.
- B. At least five (5) years of demonstrated experience creating and updating documentation that satisfies the proposed SDLC methodology.
- C. Excellent verbal and written communication skills.
- D. Excellent coordination and organizational skills.
- E. Demonstrated experience managing scope, budget, schedule, risks and roadblocks.
- F. At least one (1) year of experience participating in the implementation of an integrated tax system.
- G. Professional knowledge of federal and/or state tax administration.
- H. At least one (1) year of demonstrated professional experience with application of Internal Revenue Service Publication 1075 tax information security guidelines.
- I. At least one (1) year of demonstrated experience using State of Maryland's Department of Information Technology's (DoIT) guidelines, methodologies, and templates.
- J. Holds a current Project Management Professional (PMP) certification from the Project Management Institute.
- K. Demonstrated experience engaging agile solution teams at the program and portfolio levels.
- L. Demonstrated experience in managing one (1) or more projects using agile methodology.
- M. Bachelor's Degree from an accredited college or university in Business, Engineering, Computer Science, Information Systems, or other related discipline.
- N. Master's Degree, or Ph.D. Degree in Engineering, Computer Science, Information Systems, Business, or a related discipline.
- O. CPA, M.B.A., J.D., ITIL, PMI-ACP, SAFe Agilist certification, and/or other relevant agile certification.

3.10.3.3 System Integration Lead (Master Contractor to select the CATS+ Labor Category)

- A. A minimum of five (5) years of experience as a technical lead role for three (3) or more data migration projects each with multi-phased implementations. Responsible for leading the efforts to cleanse and convert data, establish transitional interfaces as required, and retire systems.
- B. A minimum of five (5) years of experience providing technical vision, strategy, and integration for multiple inter-related applications on various technology platforms in various levels of maturity.
- C. At least five (5) years of experience in a leadership role, designing, developing, and migrating financial systems or tax systems.
- D. Demonstrated experience planning and implementing infrastructure improvements, in whole or incrementally.

- E. At least seven (7) years of experience in logical and physical data modeling and data integration, data migration and quality (assessment) management.
- F. Experience cleansing and converting data from a mainframe DB2 database.
- G. At least one (1) year experience participating in the implementation of an integrated tax system.
- H. Professional knowledge of federal and/or state tax administration.
- I. At least one (1) year of demonstrated professional experience with application of Internal Revenue Service Publication 1075 tax information security guidelines.
- J. At least one (1) year of demonstrated experience using State of Maryland's Department of Information Technology's (DoIT) guidelines, methodologies, and templates.
- K. Demonstrated experience engaging agile solution teams at the program and portfolio levels.
- L. Demonstrated experience serving in a leadership position on one (1) or more projects using agile methodology.
- M. Master's degree, ITIL, PMI-ACP, SAFe Agilist certification, and/or other relevant agile certification.

3.10.3.4 Quality and Compliance Manager (Master Contractor to select the CATS+ Labor Category)

- A. Five (5) years of experience in information systems quality assurance and quality control.
- B. Five (5) years of experience in analysis and definition of security requirements.
- C. Five (5) years of experience in a leadership role on a major technical implementation project.
- D. Three (3) years of experience in verification and validation, software testing and integration, software metrics, and their application to software quality assessment.
- E. Three (3) years of experience in technical regulatory compliance management.
- F. Demonstrated experience monitoring security in Microsoft Azure.
- G. Extensive knowledge of industry regulations including IRS Publication 1075, NIST sp 800-53, and FedRAMP.
- H. Superior written and verbal communication skills.

3.10.4 Number of Personnel to Propose

As part of the TO Proposal evaluation, Offerors shall propose exactly four (4) 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 a Staffing Plan how additional resources shall be acquired to meet the needs of the Agency. Offerors may generally describe planned positions in a Staffing Plan. Such planned positions may not be used as evidence of fulfilling personnel minimum qualifications.

3.10.5 Key Personnel Identified

- A. For the Task Order, the following positions to be identified in the TO Technical Proposal will be considered Key Personnel and shall be required to meet the qualifications stated in **Section 3.10** and **Appendix 5**.
 - 1) Project Manager

- 2) Assistant Project Management
- 3) System Integration Lead
- 4) Quality and Compliance Manager

3.10.6 Labor Categories

- A. The Labor Categories are identified and described in Appendix 5. To be responsive to this TORFP, Offerors must be capable of providing and meeting the minimum qualifications for all the labor categories listed. Offerors shall submit a TO Financial Proposal Form (Attachment P) that provides labor rates for all labor categories for all Task Order years (initial term and any option periods). Actual resumes shall be provided only for Key Personnel as described in **Section 3.10.3**. Resumes for resources provided later shall be coordinated by the TO Manager per the TO Technical Proposal and, if requested in a Work Order, shall be governed by the Work Order process.
- B. Each Labor Category includes Titles, Position Description, Education and Experience (General and Specialized).
- C. Education and experience described below constitute the minimum qualifications for candidates proposed in response to a TORFP. All experience required must have occurred within the most recent ten (10) years.
- D. TO Contractor Personnel Experience (including Key Personnel submitted in response to this TORFP).

3.10.7 Substitution of Education for Experience

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

3.10.8 Substitution of Experience for Education

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

3.10.9 TO Contractor Personnel Maintain Certifications

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

3.10.10 Work Hours

- A. Business Hours Support: TO Contractor shall assign TO Contractor Personnel to support core business hours (8:00 AM to 5:00 PM), Monday through Friday except for State holidays, Service Reduction days, and Furlough days observed by the COM.

- 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 or 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 Service Reduction Days: TO Contractor Personnel shall be required to participate in the State-mandated Service Reduction Days as well as State Furlough Days. In this event, the TO Contractor will be notified in writing by the TO Manager of these details.
- E. State-Mandated Closings: TO Contractor Personnel shall be required to participate in any State-mandated closings. In this event, the TO Contractor will be notified in writing by the TO Manager of these details.
- F. 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 of time that may result in less than an eight-hour day or less than a 40-hour work week.
- G. Time-Off Requests: Requests for time off must be submitted to the TO Manager or designee. Any requests of 5 or more consecutive business days must be submitted at least two (2) weeks in advance. The TO Manager reserves the right to request a temporary replacement if time off extends longer than one consecutive week. In cases where there is insufficient coverage, a time off 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 Agency, Contract, or Task Order requirement.
- B. If deemed appropriate in the discretion of the TO Manager, the TO Manager shall give written notice of any TO Contractor Personnel performance issues to the TO Contractor, describing the problem and delineating the remediation requirement(s). The TO Contractor shall provide a written Remediation Plan within three (3) days of the date of the notice. If the TO Manager rejects the Remediation Plan, the TO Contractor shall revise and resubmit the plan to the TO Manager within five (5) days of the rejection, or in the timeframe set forth by the TO Manager in writing. Once a Remediation Plan has been accepted in writing by the TO Manager, the TO Contractor shall immediately implement the Remediation Plan.
- C. Should performance issues persist despite the approved Remediation Plan, the TO Manager will give written notice of the continuing performance issues and either request a new Remediation Plan within a specified time limit or direct the removal and replacement of the TO Contractor Personnel whose performance is at issue. A request for a new Remediation Plan will follow the procedure described in **Section 3.11.1.B**.
- D. In circumstances of directed removal, the TO Contractor shall provide a suitable replacement for TO Manager approval within fifteen (15) days of the date of the notification of directed

removal, or the actual removal, whichever occurs first, or such earlier time as directed by the TO Manager in the event of a removal on less than fifteen days' notice

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

3.11.2 Substitution Prior to and 30 Days After Task Order Execution

- A. Prior to Task Order Execution or within thirty (30) days after Task Order Execution, the Offeror may substitute proposed Key Personnel only under the following circumstances: vacancy occurs due to the sudden termination, resignation, or approved leave of absence due to an *Extraordinary Personnel Event*, or death of such personnel. To qualify for such substitution, the Offeror must describe to the State's satisfaction the event necessitating substitution and must demonstrate that the originally proposed personnel are actual full-time direct 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 personnel is proposed within the time frame established by the TO Manager, the TO Agreement may be cancelled.

3.12 Minority Business Enterprise (MBE) Reports

3.12.1 MBE PARTICIPATION REPORTS

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

3.12.2 Monthly reporting of MBE participation is required in accordance with the terms and conditions of the CATS+ Master Contract.

- A. The TO Contractor shall submit the following reports by the 15th of each month to the Agency at the same time the invoice copy is sent:
- 1) A Prime Contractor Paid/Unpaid MBE Invoice Report (Attachment D-4A) listing any unpaid invoices, over 45 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made; and
 - 2) (If Applicable) An MBE Prime Contractor Report (Attachment D-4B) identifying an MBE prime's self-performing work to be counted towards the MBE participation goals.

3.12.3 The TO Contractor shall ensure that each MBE subcontractor provides a completed Subcontractor Paid/Unpaid MBE Invoice Report (**Attachment D-5**) by the 15th of each month.

3.12.4 Subcontractor reporting shall be sent directly from the subcontractor to the Agency. The TO Contractor shall e-mail all completed forms, copies of invoices and checks paid to the MBE directly to the TO Manager and TO Requesting Agency at MBEReporting@marylandtaxes.gov.

3.13 Veteran Small Business Enterprise (VSBE) Reports

There is no VSBE Goal for this Task Order.

3.14 Work Orders

- A. Additional services and resources will be provided via a Work Order process. Work shall not begin in advance of a fully executed Work Order. A Work Order may be issued for either fixed price or time and materials (T&M) pricing. T&M Work Orders will be issued in accordance with pre-approved Labor Categories with the fully loaded rates proposed in **Attachment B**.
- B. The TO Manager shall e-mail a Work Order Request (See sample at <http://doit.maryland.gov/contracts/Documents/CATSPlus/CATS+WorkOrderSample.pdf>) to the TO Contractor to provide services or resources that are within the scope of this TORFP. The TO Manager reserves the right to approve labor category used by the TO Contractor for recruitment and selection. The Work Order Request will include:
- 1) Technical requirements and description of the service or resources needed
 - 2) Performance objectives and/or deliverables, as applicable
 - 3) Due date and time for submitting a response to the request, and
 - 4) Required place(s) where work must be performed
- C. The TO Contractor shall e-mail a response to the TO Manager within the specified time and include at a minimum:
- 1) A response that details the TO Contractor's understanding of the work;

- 2) A price to complete the Work Order Request using the format provided using the format provided (see online sample).
 - 3) A description of proposed resources required to perform the requested tasks, with labor categories listed in accordance with Attachment B.
 - 4) An explanation of how tasks shall be completed. This description shall include proposed subcontractors and related tasks.
 - 5) State-furnished information, work site, and/or access to equipment, facilities, or personnel
 - 6) The proposed personnel resources, including any subcontractor personnel, to complete the task.
- D. For a T&M Work Order, the TO Manager will review the response and will confirm the proposed labor rates are consistent with this TORFP. For a fixed price Work Order, the TO Manager will review the response and will confirm the proposed prices are acceptable.
- E. The TO Manager may contact the TO Contractor to obtain additional information, clarification or revision to the Work Order, and will provide the Work Order to the TO Procurement Officer for a determination of compliance with the TO Agreement and a determination whether a change order is appropriate. Written TO Procurement Officer approval is required before Work Order execution by the State.
- F. Proposed personnel on any type of Work Order shall be subject to Agency approval. The TO Contractor shall furnish resumes of proposed personnel specifying the labor category(ies) proposed. The TO Manager shall have the option to interview the proposed personnel and, in the event of an interview or not, shall notify the TO Contractor of acceptance or denial of the personnel.
- G. Performance of services under a Work Order shall commence consistent with an NTP issued by the TO Manager for such Work Order.

3.15 Additional Clauses

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

3.15.1 TORFP Subject to CATS+ Master Contract

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

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

3.15.2 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.

3.15.3 Source Code Escrow

Source code Escrow does not apply to this Task Order.

3.15.4 Purchasing and Recycling Electronic Products

This section does not apply to this solicitation.

3.15.5 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 and time indicated on the Key Information Summary Sheet.
- 4.1.2 Attendance at the Conference is not mandatory, but all interested parties are encouraged to attend in order to facilitate better preparation of their proposals.
- 4.1.3 Following the Conference, the attendance record 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 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 Agency will make a reasonable effort to provide such special accommodation.
- 4.1.5 Those wishing to attend the web Conference may request a meeting invitation by emailing Mike Balderson at mbalderson@marylandtaxes.gov no later than 2:00 PM on October 24, 2021. An invitation e-mail is required for registration, and therefore attendance. Upon receipt of the email, the TO Procurement Officer will reply with a registration email with a link that may be used to register for the conference. Registration must be completed by 2:00 PM October 25, 2021.

4.2 Questions

- 4.2.1 All questions shall identify in the subject line the Solicitation Number and Title (E00B2600007-IT Management Consulting Services), 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 Agency unless it issues an amendment in writing.

4.3 TO Proposal Due (Closing) Date and Time

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

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

4.4 Award Basis

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

4.5 Oral Presentation

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

4.5.3 Down-Select Procedure

In the event that more than ten (10) qualified TO Proposals are received, the TO Procurement Officer may elect to follow a down-select process as follows:

A technical ranking will be performed for all TO Proposals based on the resumes submitted. TO Proposals will be ranked from highest to lowest for technical merit based on the quality of the resumes submitted and the extent to which the proposed individuals' qualifications align with the position needs as described in this TORFP.

- A. The top ten (10) TO Proposals identified by the technical ranking will be invited to interviews. All other Offerors will be notified of non-selection for this TORFP.

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

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

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

all required MBE documentation at the time of TO Proposal submission will result in the State's rejection of the Master Contractor's TO Proposal.

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

4.8 VSBE Goal

There is no VSBE participation goal for this procurement.

4.9 Living Wage Requirements

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

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

4.10 Federal Funding Acknowledgement

This Task Order does not contain federal funds.

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 Iranian Non-Investment

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

4.15 Mercury and Products That Contain Mercury

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

4.16 Location of the Performance of Services Disclosure

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

4.17 Department of Human Services (DHS) Hiring Agreement

This solicitation does not require a DHS Hiring Agreement.

4.18 Small Business Reserve (SBR) Set-Aside

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

4.19 Bonds

This solicitation does not require bonds.

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5 TO Proposal Format

5.1 Required Response

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

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

5.2 Two Part Submission

Offerors shall submit TO Proposals in separate volumes:

1. Volume I – TO TECHNICAL PROPOSAL
2. 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.

5.3.4 E-mail submissions

- A. All TO Proposal e-mails shall be sent with password protection.
- B. The TO Procurement Officer will not accept submissions after the date and exact time stated in the Key Information Summary Sheet. The date and time of submission is determined by the date and time of arrival in the TO Procurement Officer's e-mail box. Time stamps on outgoing email from Master TO Contractors shall not be accepted. Requests for extension of this date or time will not be granted. Except as provided in COMAR 21.05.03.02F, TO Proposals received by the TO Procurement Officer after the due date will not be considered.
- C. The State has established the following procedure to restrict access to TO Proposals received electronically: all Technical and TO Financial Proposals must be password protected, and the password for the TO TECHNICAL PROPOSAL must be different from the password for the TO Financial Proposal. Offerors will provide these two passwords to COM 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 30 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 E00B260007 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 MS Excel 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 The TO Procurement Officer must receive all Technical and TO Financial Proposal material by the TORFP due date and time specified in the Key Information Summary Sheet. Requests for extension of this date or time will not be granted. Except as provided in COMAR 21.05.03.02F, TO Proposals received by the TO Procurement Officer after the due date will not be considered.

5.3.7 Two Part Submission: Offerors shall provide their TO Proposals in two separate emails as follows:

A. TO Technical Proposal consisting of:

- 1) An electronic version of the TO Technical Proposal in Microsoft Word format, version 2007 or greater,
- 2) The TO Technical Proposal in searchable Adobe PDF format, and
- 3) A second searchable Adobe PDF copy of the TO Technical Proposal, redacted in accordance with confidential and/or proprietary information removed (see **Section 5.4.2.B**).

B. TO Financial Proposal consisting of:

- 1) An electronic version of the TO Financial Proposal in searchable Adobe PDF format, and Excel.
- 2) A second searchable Adobe pdf copy of the TO Financial Proposal, redacted in accordance with confidential and/or proprietary information removed (see **Section 5.4.2.B**).

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

1. TORFP title and number,

2. Name and address of the Offeror, and
 3. Closing date and time for receipt of TO Proposals
- 5.3.9 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. The proposed solution shall include a description of the breakdown of responsibilities of Key Personnel.
 - 3) SDLC Methodology: Offeror shall describe, as it relates to each type of service requested under this TORFP, their recommended approach for supporting the existing SDLC methodology to meet the Agency's needs. The description must include a method for planning and sizing the work to be performed under this TORFP. Additionally, the description must include an explanation of how the following will function in conjunction with the current SDLC methodology: project management (including quality control), communication and collaboration with the Agency, documentation, and reporting. Offerors may propose different methodologies for each of the three primary categories of work listed in 2-3.
 - 4) 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.
 - 5) Draft Project or Work Schedule: A Gantt or similar chart containing tasks and estimated time frames for completing the requirements and deliverables in Sections 2-3. The final schedule should come later as a deliverable under the TO after the TO Contractor has had an opportunity to develop realistic estimates. The Project or Work Schedule may include tasks to be performed by the State or third parties.

- 6) Draft Risk Assessment: Identification and prioritization of risks inherent in meeting the requirements in Section 3 - Scope of Work. Includes a description of strategies to mitigate risks. If the Risk Assessment appears as a deliverable in Sections 2-3, that version will be a final version. Any subsequent versions should be approved through a formal configuration or change management process.
- 7) Assumptions: A description of any assumptions formed by the Offeror in developing the TO Technical Proposal.
- 8) Tools the Master Contractor owns and proposes for use to meet any requirements in Sections 2-3.
- 9) Non-Compete Clause Prohibition:

The Agency seeks to maximize the retention of personnel working under this Task Order whenever there is a transition of the Task Order from one contractor to another so as to minimize disruption due to a change in contractor and maximize the maintenance of institutional knowledge accumulated by such personnel. To help achieve this objective of staff retention, each Offeror shall agree that if awarded the Task Order, the Offeror's employees and agents filling the positions set forth in the staffing requirements of Section 2.3.2 working on the State contract shall be free to work for the contractor awarded the State contract notwithstanding any non-compete clauses to which the employee(s) may be subject. The Offeror agrees not to enforce any non-compete restrictions against the State with regard to these employees and agents if a different vendor succeeds it in the performance of the Task Order. To evidence compliance with this noncompete clause prohibition, each Offeror must include an affirmative statement in its TO Technical Proposal that the Offeror, if awarded a Task Order, agrees that its employees and agents shall not be restricted from working with or for any successor contractor that is awarded the State business.

B. Proposer Information Sheet and Transmittal Letter

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

C. Minimum Qualifications Documentation (If applicable)

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

D. Proposed Personnel and TORFP Staffing

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

- 1) Identify the qualifications and types of staff proposed to be utilized under the Task Order. The Offeror shall describe in detail how the proposed staff's experience and qualifications relate to their specific responsibilities, including any staff of proposed subcontractor(s), as detailed in the Work Plan.
- 2) Complete and provide for each proposed resource **Appendix 5A** Minimum Qualifications Summary and **Appendix 5B** Personnel Resume Form.

- 3) Provide evidence proposed personnel possess the required certifications in accordance with **Section 1.1** Offeror Personnel Minimum Qualifications.
- 4) Provide three (3) references per proposed Key Personnel containing the information listed in **Appendix 5B**.
- 5) Provide a Staffing Management Plan that demonstrates how the Offeror will provide resources in addition to the personnel requested in this TORFP, and how the TO Contractor Personnel shall be managed. Include:
 - a) Planned team composition by role (**Important! Identify specific names and provide history only for the proposed resources required for evaluation of this TORFP**).
 - b) Process and proposed lead time for locating and bringing on board resources that meet the Task Order needs.
 - c) Supporting descriptions for all labor categories proposed in response to this TORFP.
 - d) Description of approach for quickly substituting qualified personnel after start of the Task Order.
 - e) An explanation of how the Offeror will provide resources in addition to the personnel requested in this TORFP, and how the TO Contractor Personnel shall be managed.
- 6) Provide the names and titles of the Offeror's management staff who will supervise the personnel and quality of services rendered under this TO Agreement.

E. Subcontractors

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

F. Overall Offeror team organizational chart

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

G. Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide up to three examples of engagements or contracts the Master Contractor or Subcontractor, if applicable, has completed that were similar to the requested scope of work. Include contact information for each client organization complete with the following:
 - a) Name of organization.
 - b) Point of contact name, title, e-mail and telephone number (point of contact shall be accessible and knowledgeable regarding experience)
 - c) Services provided as they relate to the scope of work.
 - d) Start and end dates for each example engagement or contract.
 - e) Current Master Contractor team personnel who participated on the engagement.

- f) If the Master Contractor is no longer providing the services, explain why not.
- 2) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any entity of the State of Maryland.

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

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

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

H. State Assistance

Provide an estimate of expectation concerning participation by State personnel.

I. Confidentiality

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

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

J. Additional Submissions:

- 1) Attachments and Exhibits;
 - a) All forms required for the TO Technical Proposal are identified in **Table 1 of Section 7** – Exhibits and Attachments. Unless directed otherwise by instructions within an individual form, complete, sign, and include all required forms in the TO Technical Proposal.
 - b) No attachment forms shall be altered. Signatures shall be clearly visible.
- 2) Offerors shall furnish with their Technical TO Proposal any and all agreements the Offeror expects the State to sign or to be subject to in connection with or in order to use the Offeror's services under this Task Order Agreement, including but not limited

to software license agreement(s), end user license agreement(s), AUP. This includes the complete text of all agreements referenced or incorporated in primary documents (i.e., links to the relevant agreements are not allowed).

- 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.

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6 Evaluation and Selection Process

The TO Contractor will be selected from among all eligible Master Contractors within the appropriate Functional Area responding to the CATS+ TORFP. In making the TO Agreement award determination, the Agency 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 Agency 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. The Offeror shall present an approach demonstrating their complete understanding of the full scope and complexity of the work to be executed after award. 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 approach and understanding of the work requirements and include plans to meet or exceed them.

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

6.2.1.1 To what extent did the Offeror’s response present a unique approach to how the work will be performed during execution of this task order in a manner that will meet or exceed the requirements, and successfully complete all tasks in TORFP Sections 2.3.

6.2.1.2 To what extent did the Offeror’s approach illustrate a comprehensive understanding of work requirements, complexity of the project, mastery of the subject matter and include plans to meet or exceed the requirements and produced the required deliverables in TORFP Sections 2.3.

6.2.1.3 To what extent did the Offeror’s response demonstrate their understanding and ability to execute the project using an SDLC methodology and agile principles to successfully execute the Offeror’s approach and meet or exceed the requirements and produced the required deliverables in TORFP Sections 2.3.

6.2.2 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).

6.2.2.1 To what extent did the Offeror’s proposed staff meet or exceed the CATS+ labor category requirements. This will be determined from each proposed individual’s resume (**Appendix 5**).

6.2.2.2 To what extent did the Offeror’s proposed staff meet or exceed the Personnel Experience requirements listed in Section 3.10.3.

6.2.2.3 To what extent did the Offeror's proposed staff demonstrate their understanding of and capability to successfully execute the Offeror's approach and meet or exceed the requirements and produced the required deliverables in TORFP Sections 2.3. Capability will be determined from each proposed individual's resume, reference checks, and oral presentation (See Section 4.5 Oral Presentation).

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

6.2.3.1 To what extent did the Offeror's response demonstrate the necessary contractor and subcontractor experience and capabilities required to successfully meet or exceed the requirements and produced the required deliverables in TORFP Sections 2.3. Capability will be determined from the oral presentation (See Section 4.5 Oral Presentation) and the evidence provided to meet the qualifications outlined in Section 3.10.2.

6.2.3.2 To what extent did the Offeror's response demonstrate their ability to provide a highly qualified project management and technical team that has the capability to successfully execute the Offeror's approach and meet or exceed the requirements and produced the required deliverables in TORFP Sections 2.3.

6.2.3.3 To what extent did the response demonstrate their ability to recruit and retain staff to provide staffing stability across the life of the project.

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

6.3 TO Financial Proposal Evaluation Criteria

All Qualified 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,
- C. Non-Disclosure Agreement (TO Contractor) Attachment I,
- D. by a Notice to Proceed authorized by the TO Procurement Officer. See (see online example at <http://doit.maryland.gov/contracts/Documents/CATSPPlus/CATS+NoticeToProceedSample.pdf>).
- E. Receipt of completed Attachment C and satisfactory results of the Background Investigations of Key Personnel, and
- F. Proof of Cyber Security / Data Breach Insurance coverage required in Section 3.6.4.
- G. Receipt of completed Attachment N - Confidentiality of IRS and State Tax Information.
- H. Receipt of completed Attachment O - Certificate of Confidentiality for TO Contractor Personnel.
- I. Receipt of completed Attachment 20 - Patents, Copyrights, and Intellectual Property Release.

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7 TORFP ATTACHMENTS AND APPENDICES

Instructions Page

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

For documents required as part of the proposal:

- A. For e-mail submissions, submit one (1) copy of each with signatures.

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

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

Table 1: TORFP ATTACHMENTS AND APPENDICES

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

Applies?	When to Submit	Label	Attachment Name
N/A	5 Business Days after recommended award	J	HIPAA Business Associate Agreement
Y	With TO Proposal	K	Mercury Affidavit
Y	With TO Proposal	L	Location of the Performance of Services Disclosure
Y	5 Business Days after recommended award	M	Task Order Agreement
Y	5 Business Days after recommended award	N	Confidentiality of IRS and State Tax Information
Y	5 Business Days after recommended award	O	Certificate of Confidentiality for TO Contractor Personnel
Y	With Proposal	P	Certification Regarding Investment in Iran
Y	5 Business Days after recommended award	Q	Patents, Copyrights, and Intellectual Property Release
Appendices			
Applies?	When to Submit	Label	Attachment Name
Y	n/a	1	Abbreviations and Definitions
Y	With TO Proposal	2	Offeror Information Sheet
Y	n/a	3	Generally Applicable Labor Categories
Y	With TO Proposal	4	Labor Classification Personnel Resume Summary (Appendix 5A and 5B)
Additional Submissions			
Y	5 Business Days after recommended award	--	Evidence of meeting insurance requirements (see Section 3.6); 1 copy
Y	With deliverables	--	Deliverable Product Acceptance Form (DPAF) (see online at http://doit.maryland.gov/contracts/Documents/CATSPlu s/CATS+DPAFSample.pdf)

Attachment A. TO Pre-Proposal Conference Response Form

Solicitation Number: E00B2600007

IT Management Consulting Services

A TO Pre-proposal conference will be held on October 26, 2021, 10AM virtually via Microsoft Teams.

In the case of any pandemic, State of Emergency restrictions prohibiting an in-person pre-proposal conference, alternative arrangements may be made with the TO Procurement Officer for a video conferencing per-proposal conference.

Please return this form by October 24, 2021, 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:

Mike Balderson
Comptroller of Maryland
E-mail: mbalderson@marylandtaxes.gov

Please indicate:

- _____ Yes, the following representatives will be in attendance.
Attendees (Check the TORFP for limits to the number of attendees allowed):
1.
2.
3.
_____ No, we will not be in attendance.

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

Offeror: _____
Offeror Name (please print or type)

By: _____
Signature/Seal

Printed Name: _____
Printed Name

Title: _____
Title

Date: _____
Date

Instructions for the TO Pre-Proposal Conference

Attachment B. TO Financial Proposal Instructions & Form

The total class hours are not to be construed as “guaranteed” hours; the total number of hours is an estimate only for purposes of price sheet evaluation. Work furnished by Optional Roles will be initiated via the Work Order process as described in Section 3.13.

A year for this Task Order shall be calculated as one calendar year from the Effective Date. **Labor Rate Maximums:** The maximum labor rate that may be proposed for any CATS+ Labor Category shall not exceed the maximum for the CATS+ Master Contract year in effect on the TO Proposal due date.

Offerors must complete the Price Sheet referred to below. On the Price Sheet, please provide the following (highlighted in yellow on the Price Sheet):

1. Company name, company tax id #, and date completed;
2. The maximum labor rate for each CATS+ Labor Category in the Hourly Labor Rate column for each year; and
3. Proposed labor categories where requested.

See separate Excel TO Financial Proposal Form labeled, “COM IT Management Consulting Services TORFP Pricing Sheet.xlsx”.

Authorized Individual Name

Title

Signature

Company Name

Company Tax ID #

Date

The Hourly Labor Rate is the actual rate the State will pay for services and shall be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate but may be lower. Rates shall be fully loaded, all-inclusive, i.e., include all direct and indirect costs and profits for the Master Contractor to perform under the TO Agreement.

Attachment C. AUTHORIZATION OF RELEASE OF INFORMATION

I, _____,

a candidate to perform work on Task Order IT Management Consulting Services (Solicitation #: E00B2600007), acknowledge that in performance of my work on this TO I will have access to Comptroller of Maryland offices and records, including offices and records of the Field Enforcement Division, and I hereby authorize a review and full disclosure of all criminal and civil records, or any part thereof, concerning myself by/to any duly authorized agent of the Field Enforcement Division of the Comptroller of Maryland, whether the said records are public or private, and including those which may be deemed to be of privilege or confidential nature. Furthermore I agree to provide two (2) complete sets of legible fingerprints taken in a format approved by the Director of the Central Repository of the Department of Public Safety and Correctional Services (“Central Repository”) and the Director of the Federal Bureau of Investigation and I authorize the Comptroller of Maryland to submit my fingerprints to the Central Repository as part of the application for a criminal history records check. The intention of these authorizations is to provide information which will be utilized for investigative resource material.

I agree that if the COM, the State, or the IRS modifies any security requirements during the course of this TO Contract, I will comply with the modified security requirements.

I agree to indemnify and hold harmless the person to whom this request is presented and his agents and employees, from and against all claims, damages, losses and expenses, including reasonable attorney fees arising out of or complying with this request.

I further understand that the sources of confidential information cannot be revealed to me. A photocopy of this release form will be valid as an original hereof, even though the said photocopy does not contain an original writing of my signature.

Please print the following information:

FIRST NAME MIDDLE NAME LAST NAME RACE SEX DATE OF BIRTH

ADDRESS CITY STATE ZIP SOCIAL SECURITY NUMBER

APPLICANT SIGNATURE DATE

WITNESS SIGNATURE DATE

Attachment D. Minority Business Enterprise (MBE) Forms

TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING REQUIREMENTS

CATS+ TORFP # E00B260007

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

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

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

INSTRUCTIONS

PLEASE READ BEFORE COMPLETING THIS DOCUMENT

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

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

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

OVERALL GOAL

TOTAL MBE PARTICIPATION (INCLUDE ALL CATEGORIES): 26%

**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. E00B2600007, 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 26 percent.

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, if any, I must complete the MBE Participation Schedule (Item 4 below) in order to be considered for award.

OR

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

2. Additional MBE Documentation

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

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

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

3. Information Provided to MBE firms

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

4. MBE Participation Schedule

Set forth below are the (i) certified MBEs I intend to use, (ii) percentage of the total Contract amount allocated to each MBE for this project and (iii) items of work each MBE will provide under

the Contract. I have confirmed with the MDOT database that the MBE firms identified below (including any self-performing prime firms) are performing work activities for which they are MDOT certified.

Prime Contractor:	Project Description:	PROJECT/CONTRACT
Offeror Company Name, Street Address, Phone	<<projectDescription>>	NUMBER: E00B260007

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

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

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

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

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

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

(Continue on separate page if needed)

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

Offeror:

Offeror Name (please print or type)

By:

Signature of Authorized Representative

Printed Name:

Printed Name

Title:

Title

Date:

Date

Address:

Company Address

SUBMIT THIS AFFIDAVIT WITH PROPOSAL

D-1B WAIVER GUIDANCE

GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET MBE PARTICIPATION GOALS

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

I. Definitions

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

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

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

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

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

II. Types of Actions Agency will Consider

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

A. Identify Proposal Items as Work for MBE Firms

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

B. Identify MBE Firms to Solicit

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

C. Solicit MBEs

1. Solicit all Identified Firms for all Identified Items of Work by providing written notice. The Offeror should:
 - (a) provide the written solicitation at least 10 days prior to Proposal opening to allow sufficient time for the MBE Firms to respond;
 - (b) send the written solicitation by first-class mail, facsimile, or e-mail using contact information in the MBE Directory, unless the Offeror has a valid basis for using different contact information; and
 - (c) provide adequate information about the plans, specifications, anticipated time schedule for portions of the work to be performed by the MBE, and other requirements of the contract to assist MBE Firms in responding. (This information may be provided by including hard copies in the written solicitation or by electronic means as described in C.3 below.)
2. “All” Identified Firms includes the MBEs listed in the procurement and any MBE Firms you identify as potentially available to perform the Identified Items of Work, but it does not include

MBE Firms who are no longer certified to perform the work as of the date the Offeror provides written solicitations.

3. “Electronic Means” includes, for example, information provided *via* a website or file transfer protocol (FTP) site containing the plans, specifications, and other requirements of the contract. If an interested MBE cannot access the information provided by electronic means, the Offeror must make the information available in a manner that is accessible to the interested MBE.
4. Follow up on initial written solicitations by contacting MBEs to determine if they are interested. The follow up contact may be made:
 - (a) by telephone using the contact information in the MBE Directory, unless the Offeror has a valid basis for using different contact information; or
 - (b) in writing *via* a method that differs from the method used for the initial written solicitation.
5. In addition to the written solicitation set forth in C.1 and the follow up required in C.4, use all other reasonable and available means to solicit the interest of MBE Firms certified to perform the work of the contract. Examples of other means include:
 - (a) attending any pre-proposal meetings at which MBE Firms could be informed of contracting and subcontracting opportunities; and
 - (b) if recommended by the procurement, advertising with or effectively using the services of at least two minority focused entities or media, including trade associations, minority/women community organizations, minority/women contractors' groups, and local, state, and federal minority/women business assistance offices listed on the MDOT Office of Minority Business Enterprise website.

D. Negotiate with Interested MBE Firms

Offerors must negotiate in good faith with interested MBE Firms.

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

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

E. Assisting Interested MBE Firms

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

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

III. Other Considerations

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

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

IV. Documenting Good Faith Efforts

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

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

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

B. Outreach/Solicitation/Negotiation

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

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

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

D. Other Documentation

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

D-1B - Exhibit A
MBE Subcontractor Unavailability Certificate

1. It is hereby certified that the firm of _____
(Name of Minority firm)
located at _____
(Number) (Street)

(City) (State) (Zip)

was offered an opportunity to bid on Solicitation No. E00B2600007

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

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

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

(MDOT Certification #) (Telephone #)

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

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

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

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

PAGE __ OF __

Prime Contractor:	Project Description:	PROJECT/CONTRACT
Offeror Company Name, Street Address, Phone	<<projectDescription>>	NUMBER: E00B2600007

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

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

Company:

Company Name (please print or type)

By:

Signature of Authorized Representative

Printed Name:

Printed Name

Title:

Title

Date:

Date

Address:

Company Address

 Company Name

 Signature of Representative

 Address

 Printed Name and Title

City, State and Zip Code

Date

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

PAGE __ OF __

Prime Contractor:	Project Description:	PROJECT/CONTRACT
Offeror Company Name, Street Address, Phone	<<projectDescription>>	NUMBER: E00B2600007

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.

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

Please check if Additional Sheets are attached.

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

PAGE __ OF __

Prime Contractor:	Project Description:	PROJECT/CONTRACT
Offeror Company Name, Street Address, Phone	<<projectDescription>>	NUMBER: E00B2600007

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.

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

Please check if Additional Sheets are attached.

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

PAGE __ OF __

Prime Contractor:	Project Description:	PROJECT/CONTRACT
Offeror Company Name, Street Address, Phone	<<projectDescription>>	NUMBER: E00B260007

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.

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

Please check if Additional Sheets are attached.

D- 2
OUTREACH EFFORTS COMPLIANCE STATEMENT

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

In conjunction with the Proposal submitted in response to Solicitation No. E00B2600007, 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:

Title

Date:

Date

Address:

Company Address

D-3A
MBE SUBCONTRACTOR PROJECT PARTICIPATION CERTIFICATION

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

Provided that _____ (Prime Contractor’s Name) is awarded the State contract in conjunction with Solicitation No. E00B2600007, such Prime Contractor intends to enter into a subcontract with _____ (Subcontractor’s Name) committing to participation by the MBE firm _____ (MBE Name) with MDOT Certification Number _____ which will receive at least \$_____ which equals to ___% of the Total Contract Amount for performing the following goods and services for the Contract:

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

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

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

Prime Contractor

Subcontractor

Company:

Company:

Company Name (please print or type)

Company Name (please print or type)

FEIN:

FEIN:

Federal Identification Number

Federal Identification Number

Phone Number:

Phone Number:

Phone Number

Phone Number

By:

By:

Signature of Authorized Representative

Signature of Authorized Representative

Date:

Date:

Date

Date

Printed Name:

Printed Name:

Printed Name

Printed Name

Title:

Title:

Printed Title

Title

Address:

Address:

Company Address

Address

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

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

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

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

MBE Prime Contractor

Company: _____

Company Name (please print or type)

FEIN: _____

Federal Identification Number

Address: _____

Company Address

Phone: _____

Phone

Printed Name: _____

Printed Name

Title:

Title

By:

Signature of Authorized Representative

Date:

Date

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

Report #:		Contract #: E00B260007			
Reporting Period (Month/Year):		Contracting Unit: Comptroller of Maryland			
Prime Contractor: Report is due to the MBE Liaison by the 15th of the month following the month the services were provided. Note: Please number reports in sequence		Contract Amount:			
		MBE Subcontract Amt:			
		Project Begin Date:			
		Project End Date:			
		Services Provided:			
Prime Contractor:		Contact Person:			
Address:					
City:		State:		ZIP:	
Phone:		FAX:		E-mail:	
MBE Subcontractor Name:		Contact Person:			
Phone:		FAX:		E-mail:	
Subcontractor Services Provided:					
List all payments made to MBE subcontractor named above during this reporting period:			List dates and amounts of any outstanding invoices:		
	Invoice #	Amount		Invoice #	Amount
1.			1.		
2.			2.		
3.			3.		
4.			4.		
Total Dollars Paid: \$			Total Dollars Unpaid: \$		

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

Comptroller of Maryland, MBE Reporting
Administration & Finance Division

80 Calvert St. Annapolis, MD 21401

MBEReporting@marylandtaxes.gov
Email

Signature (Required)

Comptroller of Maryland
Contracting Unit

City, State Zip

(410) 260-7579
Phone Number

Date

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

MBE Prime Contractor:		Contract #:	
Certification Number:		Contracting Unit: Comptroller of Maryland	
Report #:		Contract Amount:	
Reporting Period (Month/Year):		Total Value of the Work to the Self-Performed for purposes of Meeting the MBE participation goal/subgoals:	
MBE Prime Contractor: Report is due to the MBE Liaison by the 15th of the month following the month the services were provided. Note: Please number reports in sequence			
		Project Begin Date:	
		Project End Date:	
Contact Person:			
Address:			
City:		State:	ZIP:
Phone:	FAX:	E-mail:	
Invoice Number	Value of the Work	NAICS Code	Description of Specific Products and/or Services

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

Comptroller of Maryland, MBE Reporting

 Administration & Finance Division
 80 Calvert St. Annapolis, MD 21401

Comptroller of Maryland

 Contracting Unit
 City, State Zip

MBEReporting@marylandtaxes.gov

 Email

(410) 260-7579

 Phone Number

 Signature (Required)

 Date

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

Report #:		Contract #: E00B260007			
Reporting Period (Month/Year):		Contracting Unit: Comptroller of Maryland			
Report is due by the 15th of the month following the month the services were performed.		MBE Subcontract Amt:			
		Project Begin Date:			
		Project End Date:			
		Services Provided:			
MBE Subcontractor Name:					
MDOT Certification #:					
Contact Person:					
Address:					
City:		State:		ZIP:	
Phone:		FAX:		E-mail:	
Subcontractor Services Provided:					
List all payments received from Prime Contractor during reporting period indicated above.			List dates and amounts of any unpaid invoices over 30 days old.		
	Invoice Amount	Date		Invoice Amount	Date
1.			1.		
2.			2.		
3.			3.		
4.			4.		
Total Dollars Paid: \$			Total Dollars Unpaid: \$		
Prime Contractor:			Contract Person:		

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

Comptroller of Maryland, MBE Reporting

Administration & Finance Division
80 Calvert St. Annapolis, MD 21401

Comptroller of Maryland

Contracting Unit
City, State Zip

MBEReporting@marylandtaxes.gov

Email

(410) 260-7579

Phone Number

Signature (Required)

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. E00B2600007

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

This solicitation does not include a Federal Funds Attachment.

Attachment H. Conflict of Interest Affidavit and Disclosure

Reference COMAR 21.05.08.08

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

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

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

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

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

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

Date: _____ By: _____

(Authorized Representative and Affiant)

SUBMIT THIS AFFIDAVIT WITH Bid/PROPOSAL

Attachment I. Non-Disclosure Agreement (TO Contractor)

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made by and between the State of Maryland (the “State”), acting by and through (Comptroller of Maryland) (the “Agency”), and _____ (the “TO Contractor”).

RECITALS

WHEREAS, the TO Contractor has been awarded a contract (the “TO Agreement”) following the solicitation for IT Management Consulting Services Solicitation # E00B2600007; 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 Agency all Confidential Information in its care, custody, control or possession upon request of the Agency or on termination of the TO Agreement.
 7. A breach of this Agreement by the TO Contractor or the TO Contractor's Personnel shall constitute a breach of the TO Agreement between the TO Contractor and the State.
 8. TO Contractor acknowledges that any failure by the TO Contractor or the TO Contractor's Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the TO Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The TO Contractor consents to personal jurisdiction in the Maryland State Courts. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and seek damages from the TO Contractor and the TO Contractor's Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the TO Contractor or any of the TO Contractor's Personnel to comply with the requirements of this Agreement, the TO Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and costs.
 9. TO Contractor and each of the TO Contractor's Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement, in no event less restrictive than as set forth in this Agreement, and the TO Contractor shall provide originals of such executed Agreements to the State.
 10. The parties further agree that:
 - a. This Agreement shall be governed by the laws of the State of Maryland;
 - b. The rights and obligations of the TO Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;
 - c. The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
 - d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
 - e. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures;
 - f. The Recitals are not merely prefatory but are an integral part hereof; and
 - g. The effective date of this Agreement shall be the same as the effective date of the TO Agreement entered into by the parties.

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

TO Contractor: _____

COM _____

By: _____
(seal)

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

I-3 NON-DISCLOSURE AGREEMENT

CERTIFICATION TO ACCOMPANY RETURN OR DELETION OF CONFIDENTIAL INFORMATION

I AFFIRM THAT:

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

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

DATE: _____

NAME OF TO CONTRACTOR: _____

BY: _____
(Signature)

TITLE: _____
(Authorized Representative and Affiant)

Attachment J. HIPAA Business Associate Agreement

This solicitation does not require a HIPAA Business Associate Agreement.

Attachment K. Mercury Affidavit

K-1 Mercury Affidavit

AUTHORIZED REPRESENTATIVE THEREBY AFFIRM THAT:

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

MERCURY CONTENT INFORMATION:

The product(s) offered do not contain mercury.

OR

- The product(s) offered do contain mercury.
- In an attachment to this Mercury Affidavit:
 - (1) Describe the product or product component that contains mercury.
 - (2) Provide the amount of mercury that is contained in the product or product component. Indicate the unit of measure being used.

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

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

_____ By: _____

Date

Signature

Print Name:

Authorized Representative and Affiant

SUBMIT THIS AFFIDAVIT WITH PROPOSAL

Attachment L. Location of the Performance of Services Disclosure

(submit with Proposal)

Pursuant to Md. Ann. Code, State Finance and Procurement Article, § 12-111, and in conjunction with the Proposal submitted in response to Solicitation No. E00B2600007, the following disclosures are hereby made:

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

___ have plans

___ have no plans

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

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

a. Location(s) services will be performed:

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

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

Date: _____

Offeror Name:

By: _____

Name:

Title:

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

Attachment M. Task Order

CATS+ TORFP# E00B2600007 OF
MASTER CONTRACT #060B2490023

This Task Order Agreement (“TO Agreement”) is made this day of Month, 20XX by and between _____ (TO Contractor) and the STATE OF MARYLAND, Comptroller of Maryland (COM or the “Agency”).

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 Comptroller of Maryland, as identified in the CATS+ TORFP # E00B2600007.
 - b. “CATS+ TORFP” means the Task Order Request for Proposals # E00B2600007, 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 Michael E. Balderson. The Agency may change the TO Procurement Officer at any time by written notice.
 - e. “TO Agreement” means this signed TO Agreement between COM and TO Contractor.
 - f. “TO Contractor” means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is _____.
 - g. “TO Manager” means Jeane Olson. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
 - h. “TO Technical Proposal” means the TO Contractor’s technical response to the CATS+ TORFP dated date of TO Technical Proposal.
 - i. “TO Financial Proposal” means the TO Contractor’s financial response to the CATS+ TORFP dated date of TO Financial Proposal.
 - j. “TO Proposal” collectively refers to the TO Technical Proposal and TO Financial Proposal.
2. Scope of Work
 - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supersede the Master Contract.
 - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 3 of the CATS+ TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:

The TO Agreement,
Exhibit A – CATS+ TORFP

Exhibit B – TO Technical Proposal

Exhibit C – TO Financial Proposal

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

3. Time for Performance

Unless terminated earlier as provided in the Master Contract, the term of this TO Agreement shall commence as of the "Effective Date" and expire on the <<xxth (xxth) >>anniversary thereof. At the sole option of the State, this TO Agreement may be extended for Three (3) periods for a total TO Agreement period ending on Month, Day, Year.

4. Consideration and Payment

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

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

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

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

SIGNATURES ON NEXT PAGE

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

TO Contractor Name

By: Type or Print TO Contractor POC

Date

Witness: _____

STATE OF MARYLAND, COM

By:

Date

Witness: _____

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

Assistant Attorney General

Attachment N. CONFIDENTIALITY OF IRS AND STATE TAX INFORMATION

I. PERFORMANCE

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) All work will be done under the supervision of the contractor or the contractor's employees.
- (2) The contractor and the contractor's employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.
- (3) Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the contractor will be prohibited.
- (4) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
- (5) The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- (6) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
- (7) All computer systems receiving, processing, storing or transmitting FTI must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal Tax Information.
- (8) No work involving Federal Tax Information furnished under this contract will be subcontracted without prior written approval of the IRS.
- (9) The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office. The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.
- (10) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

II. CRIMINAL/CIVIL SANCTIONS

- (1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer

or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

- (2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.
- (3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.
- (4) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A (see Exhibit 4,
- (5) Sanctions for Unauthorized Disclosure, and Exhibit 5, Civil Damages for Unauthorized Disclosure). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. INSPECTION

The IRS and the Agency, with 24-hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with contract safeguards.

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____ Title: _____

Witness Name (Typed or Printed): _____

Witness Signature and Date: _____

**Attachment O. CERTIFICATE OF CONFIDENTIALITY FOR THE TO
CONTRACTOR PERSONNEL**

Part 1: I understand that under federal and Maryland state law it is illegal for me:

1. To disclose any information from *any* tax return, report, or document filed with *any* division of the Comptroller's Office;
2. To willfully and without authorization alter, deface, destroy, remove, or conceal any public records; and
3. To willfully and without authorization access *any* part of any computer system in the Comptroller's Office.

I will not examine any return, report, or document filed with the Comptroller unless a member of the Comptroller's project management staff directs me to do so, and then I will only examine those documents assigned to me.

I will hold any and all information I see in the strictest of confidence. I will not use it against any taxpayer for any personal reason nor will I use it to obtain special treatment or favors from any taxpayer.

I understand that the comptroller has the authority to adopt this certificate of confidentiality to carry out his administrative duties and that I must abide by its provisions during as well as after the conclusion of my contract with the Comptroller's Office.

I understand that if I violate any of these provisions, I will be subject to criminal prosecution and to disciplinary action under the law and the regulations.

The issue of confidentiality of tax data is addressed in:

- Maryland Tax-General Article, §13-201, 202, 203, 204, 205, 206 and 1018
- Maryland Criminal Law Article, §7-3 02 and 8-606
- *44 Opinions of Attorney General 350 (1959)*
- Internal Revenue Service Publication 1075
- Internal Revenue Code, 26 USC 6103, 7213, 7213A and 7431

Part 2: Have you had any criminal convictions other than minor traffic violations?

No Yes If yes, explain: _____

Part 3: Signed this _____ day of _____, 20_____.

Contractor Name (please print)

Witness Name (please print)

Contractor Signature

Witness Signature

Attachment P. Certification Regarding Investments in Iran

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

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

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

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

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

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

CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

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

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____ Title: _____

Witness Name (Typed or Printed): _____

Witness Signature and Date: _____

Attachment Q. PATENTS, COPYRIGHTS, AND INTELLECTUAL PROPERTY

1. If the TO Contractor furnishes any design, device, material, process, or other item, which is covered by a patent or copyright or which is proprietary to or a trade secret of another, the TO Contractor shall obtain the necessary permission or license to permit the State to use such item or items.
2. Except as provided in Section 4 of this Attachment, the TO Contractor agrees that all documents and materials, including but not limited to, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, software, graphics, mechanical, artwork, computations and data prepared by or for the TO Contractor for purposes of this TO Agreement (Work Product) shall become and remain the sole and exclusive property of the State and shall be available to the Agency at any time. The Agency shall have the right to use the same without restriction and without compensation to the TO Contractor other than that specifically provided by this TO Contract.
3. Except as provided in Section 4 of this Attachment, the TO Contractor agrees that at all times during the term of this TO Agreement and thereafter, the Work Product shall be "works made for hire" as that term is interpreted under U.S. copyright law and shall be owned by the State. Ownership includes the right to copyright, patent, register and the ability to transfer these rights and all information used to formulate such Work Product. In the event any Work Product is or may not be considered a work made for hire under applicable law, TO Contractor assigns and transfers to the State the entire right, title and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof. TO Contractor shall execute all documents and perform such other proper acts as the State may deem necessary to secure for it the rights pursuant to this section.
4. Notwithstanding anything to the contrary in this TO Contract, to the extent (i) the Work Product incorporates any commercial-off-the shelf software (COTS) and/or any Pre-Existing Intellectual Property or (ii) any COTS and/or Pre-Existing Intellectual Property (other than a computer's operating system, supported internet browser, browser accessibility software or hardware if needed by the user, and software required to access a commonly-available data transmission tool or export format) is required to access, install, build, compile or otherwise use the Work Product (such COTS and Pre-Existing Intellectual Property individually and collectively referred to herein as "Third-party Intellectual Property," which shall be the sole property of TO Contractor or its third-party licensors, as applicable), TO Contractor hereby grants, on behalf of itself and any third-party licensors, to the State a royalty-free, paid-up, non-exclusive, unrestricted, unconditional, irrevocable, worldwide right and license, with the right to use, execute, reproduce, display, perform, distribute copies of internally, modify and prepare derivative works based upon, such Third-party Intellectual Property as may be necessary for the State to use the Work Product for the purposes for which such Work Product was designed and intended. "Pre-Existing Intellectual Property" means any program, utility or tool owned by TO Contractor or its third-party licensors that was created by TO Contractor or its third-party licensors independently from its performance of this TO Agreement and not solely using funds from this TO Contract.
5. TO Contractor shall defend, indemnify, and hold harmless the State, including, but not limited to, the Agency and its agents, officers, and employees, from and against any and all claims, costs, losses, damages, liabilities, judgments and expenses (including without limitation reasonable attorneys' fees) arising out of or in connection with any claim the Work Product or any Third-party Intellectual Property infringes, misappropriates or otherwise violates any Third-party

- Intellectual Property rights. TO Contractor shall not enter into any settlement involving third party claims that contains any admission of or stipulation to any guilt, fault, liability or wrongdoing by the State or that adversely affects the State's rights or interests, without the State's prior written consent, which consent may be withheld in the State's sole and absolute discretion. TO Contractor shall be entitled to control the defense or settlement of such claim (with counsel reasonably satisfactory to the State), provided that the State will, upon requesting indemnification hereunder: (a) provide reasonable cooperation to TO Contractor in connection with the defense or settlement of any such claim, at TO Contractor's expense; and (b) be entitled to participate in the defense of any such claim. TO Contractor's obligations under this section will not apply to the extent any Third-party Intellectual Property infringes, misappropriates or otherwise violates any third party intellectual rights as a result of modifications made by the State in violation of the license granted to the State pursuant to Section 4 of this Attachment; provided that such infringement, misappropriation or violation would not have occurred absent such modification.
6. Without limiting TO Contractor's obligations under Section 5 of this Attachment, if all or any part of the Work Product or any Third Party Intellectual Property is held, or TO Contractor or the State reasonably determines that it could be held, to infringe, misappropriate or otherwise violate any third party intellectual property right, TO Contractor (after consultation with the State and at no cost to the State): (a) shall procure for the State the right to continue using the item in accordance with its rights under this TO Contract; (b) replace the item with an item that does not infringe, misappropriate or otherwise violate any third party intellectual property rights and, in the State's sole and absolute determination, complies with the item's specifications, and all rights of use and/or ownership set forth in this TO Contract; or (c) modify the item so that it no longer infringes, misappropriates or otherwise violates any third party intellectual property right and, in the State's sole and absolute determination, complies with the item's specifications and all rights of use and/or ownership set forth in this TO Contract.
 7. Except for any Pre-Existing Intellectual Property and Third-Party Intellectual Property, TO Contractor shall not acquire any right, title or interest (including any intellectual property rights subsisting therein) in or to any goods, software, technical information, specifications, drawings, records, documentation, data or any other materials (including any derivative works thereof) provided by the State to the TO Contractor. Notwithstanding anything to the contrary herein, the State may, in its sole and absolute discretion, grant the TO Contractor a license to such materials, subject to the terms of a separate writing executed by the TO Contractor and an authorized representative of the State.
 8. TO Contractor, on behalf of itself and its subcontractors, hereby agrees not to incorporate, link, distribute or use any Third-party Intellectual Property in such a way that: (a) creates, purports to create or has the potential to create, obligations with respect to any State software (including any deliverable hereunder), including without limitation the distribution or disclosure of any source code; or (b) grants, purports to grant, or has the potential to grant to any third-party any rights to or immunities under any State intellectual property or proprietary rights. Without limiting the generality of the foregoing, neither TO Contractor nor any of its subcontractors shall incorporate, link, distribute or use, in conjunction with the Work Product, any code or software licensed under the GNU General Public License ("GPL"), Lesser General Public License ("LGPL"), Affero GPL ("AGPL"), European Community Public License ("ECPL"), Mozilla, or any other open source license, in any manner that could cause or could be interpreted or asserted to cause any State software (or any modifications thereto) to become subject to the terms of the GPL, LGPL, AGPL, ECPL, Mozilla or such other open source software.
 9. Without limiting the generality of the foregoing, neither TO Contractor nor any of its subcontractors shall use any software or technology in a manner that will cause any patents, copyrights or other intellectual property which are owned or controlled by the State or any of its

affiliates (or for which the State or any of its subcontractors has received license rights) to become subject to any encumbrance or terms and conditions of any third-party or open source license (including, without limitation, any open source license listed on <http://www.opensource.org/licenses/alphabetical>) (each an “Open Source License”). These restrictions, limitations, exclusions and conditions shall apply even if the State or any of its subcontractors becomes aware of or fails to act in a manner to address any violation or failure to comply therewith. No act by the State or any of its subcontractors that is undertaken under this TO Agreement as to any software or technology shall be construed as intending to cause any patents, copyrights or other intellectual property that are owned or controlled by the State (or for which the State has received license rights) to become subject to any encumbrance or terms and conditions of any Open Source License.

- 10. The TO Contractor shall report to the COM, promptly and in written detail, each notice or claim of copyright infringement received by the TO Contractor with respect to all Work Product delivered under this TO Contract.

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____ Title: _____

Witness Name (Typed or Printed):

Witness Signature and Date:

Appendix 1. – Abbreviations and Definitions

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

- A. Application Program Interface (API) - Code that allows two software programs to communicate with each other
- B. Acceptable Use Policy (AUP) - A written policy documenting constraints and practices that a user must agree to in order to access a private network or the Internet
- C. Access - The ability or the means necessary to read, write, modify, or communicate data/information or otherwise use any information system resource
- D. Business Day(s) – The official working days of the week to include Monday through Friday. Official working days excluding State Holidays (see definition of “Normal State Business Hours” below).
- E. CACS – Computer-Assisted Collection System. See Section 2.2.2.
- F. COMAR – Code of Maryland Regulations available on-line at <http://www.dsd.state.md.us/COMAR/ComarHome.html>.
- G. COM - Comptroller of Maryland or (COM or the “Agency”)
- H. Data Breach – The unauthorized acquisition, use, modification or disclosure of State data, or other Sensitive Data
- I. DID – Deliverable ID
- J. DED – Deliverable Expectation Document
- K. DoIT – Department of Information Technology
- L. DPAF – Deliverable Product Acceptance Form
<http://doit.maryland.gov/contracts/Documents/CATSPPlus/CATS+DPAFSample.pdf>
- M. Effective Date - The date of mutual TO Agreement execution by the parties
- N. 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.
- O. ESC – Executive Steering Committee. See Section 2.2.4.
- P. ETL – Extract, Transformation, and Load
- Q. IFPS – IBM Intelligent Forms Processing Solution
- R. Information System – A discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.
- S. Information Technology (IT) – All electronic information-processing hardware and software, including: (a) maintenance; (b) telecommunications; and (c) associated consulting services
- T. Integrated Tax System (ITS) – The new Comptroller’s Office system solution. This is often used as ITS Solution to refer to the new system, Revenue Premier.
- U. ITPR – IT Project Request. DoIT Established process and on-line system for Major IT Development Projects request submissions and ongoing reporting.
- 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. 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.
- X. MeF – Modernized eFile
- Y. 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.
- Z. NIST – National Institute of Standards and Technology: www.nist.gov

- AA. 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.
- BB. 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.
- CC. NTP Date – The date specified in a NTP for work on Task Order, project or Work Order to begin.
- DD. OCR – Optical Character Recognition
- EE. Offeror – A Master Contractor that submits a Proposal in response to this TORFP.
- FF. 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.
- GG. PMO – Project Management Office for Compass.
- HH. POC – Project Oversight Committee. See Section 2.2.4.
- II. PMP – Project Management Professional
- JJ. 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.
- KK. RAD – Revenue Administration Division
- LL. Revenue Premier Enterprise (RPE) – The new COTS ITS, a service oriented, web-based processing solution that is in process of becoming the new primary processing system for the Comptrollers Office. RPE is provided by the implementation contractor, Revenue Solutions Incorporated.
- MM. Revenue Solutions Incorporated (RSI) – The implementation contractor configuring and implementing Revenue Premier, the ITS Solution.
- NN. SDLC – System Development Life Cycle.
- OO. 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.
- PP. Security or Security Measures – The technology, policy and procedures that a) protects and b) controls access to networks, systems, and data
- QQ. 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
- RR. SIS – System Integration Services
- SS. SMART: The State of Maryland Tax System. See Section 2.2.2 for description.

- TT. 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.
- UU. 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
- VV. State – The State of Maryland.
- WW. 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.
- XX. System Documentation – Those materials necessary to wholly reproduce and fully operate the most current deployed version of the Solution in a manner equivalent to the original Solution including, but not limited to:
- 1) Source Code: this includes source code created by the TO Contractor or subcontractor(s) and source code that is leveraged or extended by the TO Contractor for use in the Task Order.
 - 2) All associated rules, reports, forms, templates, scripts, data dictionaries and database functionality.
 - 3) All associated configuration file details needed to duplicate the run time environment as deployed in the current deployed version of the system.
 - 4) All associated design details, flow charts, algorithms, processes, formulas, pseudo-code, procedures, instructions, help files, programmer’s notes and other documentation.
 - 5) A complete list of Third Party, open source, or commercial software components and detailed configuration notes for each component necessary to reproduce the system (e.g., operating system, relational database, and rules engine software).
 - 6) All associated user instructions and/or training materials for business users and technical staff, including maintenance manuals, administrative guides and user how-to guides.
 - 7) Operating procedures
- YY. Task Order (TO) – The scope of work described in this TORFP.
- ZZ. 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**.
- AAA. 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.
- BBB. TO Proposal – As appropriate, either or both of an Offeror’s TO Technical or TO Financial Proposal.
- CCC. Technical Safeguards – The technology and the policy and procedures for its use that protect State Data and control access to it.
- DDD. Third Party Software – Software and supporting documentation that:
- 8) are owned by a third party, not by the State, the TO Contractor, or a subcontractor,
 - 9) are included in, or necessary or helpful to the operation, maintenance, support or modification of the Solution; and
 - 10) were specifically identified and listed as Third-Party Software in the Proposal.

- EEE. 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**).
- FFF. 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.
- GGG. Work Order - A subset of work authorized by the TO Manager performed under the general scope of this TORFP, which is defined in advance of TO Contractor fulfillment, and which may not require a TO Agreement modification. Except as otherwise provided, any reference to the Task Order shall be deemed to include reference to a Work Order.

Appendix 2. – Offeror Information Sheet

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

Appendix 3. Criminal Background Check Affidavit

AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

I hereby affirm that ____ (Master Contractor)_____ has complied with Section 2.4, Security Requirements of the Department of Information Technology’s Consulting Technical Services Master Contract Number 060B2490023 (CATS+) hereto as Exhibit A.

I hereby affirm that the ____ (Master Contractor)_____ has provided Maryland Transportation Authority with a summary of the security clearance results for all of the candidates that will be working on Task Order MICROSOFT DYNAMICS SL SOFTWARE TECHNICAL AND USER SUPPORT E00B2600007 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. Generally Applicable Labor Categories

The following are TORFP +CATS Labor Categories generally applicable for this TORFP. TO Offeror may refer to the Labor Categories listed by DoIT at <http://doit.maryland.gov/contracts/Documents/CATSPPlus2016/060B2490023-2016CATSPPlus2016RFP.pdf> for any labor categories that TO Offeror wishes to propose outside of the generally applicable categories listed below.

Job Title from TORFP	CATS+ Labor Category
Key Personnel	
Project Manager	Project Manager
Project Management Assistant	Master Contractor to select the CATS+ labor category
Quality & Compliance Manager	Master Contractor to select the CATS+ labor category
System Integration Lead	Master Contractor to select the CATS+ labor category
Optional Roles via Work Order	
IT Functional Analyst	Analyst, Computer Software/Integration (Senior)
Senior Systems Analyst	Analyst, Systems (Senior)
Testing Lead	Testing Analyst (Senior)
Applications Development Expert	Applications Development Expert
Systems Design Architect	Architect, Systems Design
Business Analyst	Business Process Consultant (Senior)
Information Security Engineer	Engineer, Information Security
Senior IT Engineer	Engineer, Information (Senior)
Network Engineer	Engineer, Network (Senior)
Quality Assurance Specialist	Quality Assurance Specialist
Quality Assurance Manager	Quality Assurance Manager
Service Delivery Manager	Master Contractor to select the CATS+ labor category
Subject Matter Expert	Subject Matter Expert (Senior)
Marketing Consultant (Senior)	Marketing Consultant (Senior)
Systems Security Specialist Senior	Systems Security Specialist (Senior)
Training Specialist/Instructor	Training Specialist/Instructor
Systems Administrator	Administrator, Systems
Applications Programmer	Applications Programmer
Senior Application Architect	Architect, Application (Senior)
Data Architect	Master Contractor to select the CATS+ labor category
Senior Systems Architect	Architect, Systems (Senior)
Computer Programmer	Computer Programmer (Junior)
Database Management Specialist	Database Management Specialist (Senior)
IT Engineer	Engineer, Information
Network Security Engineer	Engineer, Network Security
Software Engineer	Engineer, Software
Network Technician Senior	Network Technician (Senior)

Appendix 5. Labor Classification Personnel Resume Summary

INSTRUCTIONS:

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

For example: If you propose John Smith, who is your subcontractor, and you believe he meets the requirements of the Group Facilitator, you will complete the top section of the form by entering John Smith's name and the subcontractor's company name. You will then complete the right side of the Group Facilitator form documenting how the individual meets each of the requirements. Where there is a time requirement such as three months experience, you must provide the dates from and to showing an amount of time that equals or exceeds mandatory time requirement; in this case, three months.
2. Additional information may be attached to each Labor Category Personnel Resume Summary that may assist a full and complete understanding of the individual being proposed.
3. For this TORFP,
 - A. Master Contractors shall comply with all personnel requirements defined under the Master Contract RFP 060B2490023.
 - B. Master Contractors shall propose the resource that best fits the specified CATS+ Labor Category. A Master Contractor may only propose against labor categories in the Master Contractor's CATS+ Master Contract Financial Proposal.
 - C. A Master Contractor's entire TO Technical Proposal will be deemed not susceptible for award if any of the following occurs:
 - 1) Failure to follow these instructions.
 - 2) Failure to propose a resource for each job title or labor category identified in the TORFP as a required submission.
 - 3) Failure of any proposed resource to meet minimum requirements as listed in this TORFP and in the CATS+ Master Contract.
 - 4) Placing content on the **Minimum Qualifications Summary** that is not also on the **Personnel Resume Summary**. *The function of the **Minimum Qualifications Summary** is to aid the agency to make a minimum qualification determination. Information on the **Minimum Qualification Summary** must correspond with information on the **Personnel Resume Summary** and shall not contain additional content not found on the other form.*
4. Complete and sign the **Minimum Qualifications Summary (Appendix 5A)** and the **Personnel Resume Form (Appendix 5B)** 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 5B)** demonstrating meeting this requirement.

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

5A MINIMUM QUALIFICATIONS SUMMARY

CATS+ TORFP # <<solicitationNumber>>

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

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

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

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

Master Contractor Representative:

Proposed Individual:

Signature
 <<signatoryFirstName>>
 <<signatoryLastName>>

Printed Name:

Date

Signature

Printed Name

Date

5B. Labor Classification Personnel Resume Summary

TORFP # E00B2600007

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

Candidate Name:

TO Contractor: (offerorCompanyName)

Education / Training

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

Relevant Work Experience

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

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

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

<add lines as needed>

Employment History

List employment history, starting with the most recent employment first

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

Personnel Resume Summary (Continued)

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

References

List persons the State may contact as employment references

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

Proposed Individual's Name/Company Name:	How does the proposed individual meet each requirement?
LABOR CATEGORY TITLE:	<i>Offeror to Enter the Labor Category Name</i>
Requirement (See Section 3.10)	Candidate Relevant Experience *
Education: [Insert the education description from Section 3.10.3 for the applicable labor category]	Education:
Experience: [Insert the experience description from Section 3.10.3 for the applicable labor category]	Experience:
Duties: [Insert the duties description from Section 2.3.2 for the applicable labor category]	Duties:

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

TO Contractor Representative:

Proposed Individual:

Signature

Signature

Printed Name:

Printed Name

Date

Date

Sign each Form