

Consulting and Technical Services+ (CATS+)

Task Order Request for Proposals (TORFP)

**ENTERPRISE COMPLAINT TRACKING SYSTEM (ECTS)
IMPLEMENTATION PROJECT**

CATS+ TORFP #MIA-15-002



Maryland Insurance Administration (MIA)

Issue Date: 01/21/2015

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KEY INFORMATION SUMMARY SHEET

This CATS+ TORFP is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. All CATS+ Master Contractors approved to perform work in the Functional Area under which this TORFP is released shall respond to this TORFP with either a Task Order (TO) Proposal to this TORFP or a Master Contractor Feedback form (See Section 3).

Solicitation Name:	Enterprise Complaint Tracking System (ECTS) Implementation Project
Solicitation Number (TORFP #):	MIA-15-002
Functional Area:	Functional Area 1 – Enterprise Service Providers (ESP)
Issue Date:	01/ 22/ 2015
Questions Due Date and Time:	01/ 27/ 2015 at 08:00 AM Local Time
Closing Date and Time:	01/ 29/ 2015 at 5:00 PM Local Time
TO Requesting Agency:	Maryland Insurance Administration (MIA) Department of Management Information Systems (MIS)
Send Questions and TO Proposals to:	Rodney Spence, TO Procurement Officer Procurement.mia@maryland.gov
TO Procurement Officer:	MIA Procurement Officer Office Phone Number: 410-468-2379 Office Fax Number: 410-468-2396 Email: procurement.mia@maryland.gov
TO Manager:	Paula Keen Office Phone Number: 410.468.2059 Office Fax Number: 410.468.2396 Email: paula.keen@maryland.gov
TO Type:	Fixed Price and Time and Materials (T&M)
Period of Performance:	Two (2) year base period with one (1) one year renewal option
MBE Goal:	25%
VSBE Goal:	0%
Small Business Reserve (SBR):	No
Primary Place of Performance:	MIA 200 St. Paul Place, Suite 2700 Baltimore, MD 21202
TO Pre-proposal Conference:	MIA, 200 St. Paul Place, Suite 2700, Baltimore, MD 21202 01/ 26/ 2015 at 1:00PM Local Time See Attachment 6 for directions.

SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 TORFP SUBJECT TO CATS+ MASTER CONTRACT

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

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

1.2 ROLES AND RESPONSIBILITIES

Personnel roles and responsibilities under the TO:

- **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.
- **TO Manager** - The TO Manager has the primary responsibility for the management of the work performed under the TO Agreement; administrative functions, including issuing written directions; ensuring compliance with the terms and conditions of the CATS+ Master Contract.

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

- **TO Contractor** – The CATS+ Master Contractor awarded the TO. The TO Contractor shall provide human resources as necessary to perform the services described in this TORFP Scope of Work.
- **TO Contractor Manager** - TO Contractor Manager will serve as primary point of contact with the TO Manager to regularly discuss progress of tasks, upcoming tasking, historical performance, and resolve any issues that may arise pertaining to the TO Contractor Personnel. The TO Contractor Manager will serve as liaison between the TO Manager and the senior TO Contractor management.

The TO Contractor will provide invoices as specified under Section 2.12 Invoicing. The TO Contractor is responsible for making payments to the TO Contractor personnel.

- **TO Contractor Personnel** – Any resource provided by the TO Contractor in support of this TO over the course of the TO period of performance.
- **Proposed Personnel** – Any individual named in the TO Proposal by the Master Contractor to perform work under the scope of this TORFP. Proposed personnel shall start as of TO Agreement issuance unless specified otherwise.

1.3 TO AGREEMENT

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

1.4 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the date and exact time stated in the Key Information Summary Sheet above. The date and time of submission is determined by the date and time of arrival in the TO Procurement Officer's e-mail inbox.

1.5 ORAL PRESENTATIONS/INTERVIEWS

All Offerors and proposed staff will be required to make an oral presentation to State representatives in the form of oral presentations and interviews. Significant representations made by a Master Contractor during the oral presentation shall be submitted in writing. All such representations will become part of the Master Contractor's proposal and are binding, if the TO is awarded to the Master Contractor. The TO Procurement Officer will notify Master Contractor of the time and place of oral presentations and interviews.

Interviews, which are a type of oral presentation, will be performed in person for all Offerors meeting minimum qualifications. The TO Procurement Officer shall, for each round of interviews, determine whether phone or in-person interviews will be utilized. All candidates shall be interviewed in substantially the same manner.

1.6 QUESTIONS

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

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

1.7 TO PRE-PROPOSAL CONFERENCE

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

Seating at the pre-proposal conference will be limited to two (2) attendees per company. Attendees should bring a copy of the TORFP and a business card to help facilitate the sign-in process.

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

In order to assure adequate seating and other accommodations at the pre-proposal conference, please e-mail the TO Procurement Officer indicating your planned attendance no later than three (3) business days prior to the pre-proposal conference. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, please contact the TO Procurement Officer no

later than five (5) business days prior to the pre-proposal conference. The MIA will make reasonable efforts to provide such special accommodation.

1.8 CONFLICT OF INTEREST

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

Master Contractors should be aware that the State Ethics Law, State Government Article, §15-508, might limit the selected Master Contractor's ability to participate in future related procurements, depending upon specific circumstances.

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

1.9 LIMITATION OF LIABILITY

The TO Contractor's liability is limited in accordance with Section 27 of the CATS+ Master Contract. TO Contractor's liability for this TORFP is limited to 5 times the total TO Agreement amount.

1.10 CHANGE ORDERS

If the TO Contractor is required to perform work beyond the scope of Section 2 of this TORFP, or there is a work reduction due to unforeseen scope changes, a TO Change Order is required. The TO Contractor and TO Manager shall negotiate a mutually acceptable price modification based on the TO Contractor's proposed rates in the Master Contract and scope of the work change. No scope of work changes shall be performed until a change order is approved by DoIT and executed by the TO Procurement Officer.

1.11 TRAVEL REIMBURSEMENT

Expenses for travel shall not be reimbursed.

1.12 MINORITY BUSINESS ENTERPRISE (MBE)

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

A Master Contractor that responds to this TORFP shall complete, sign, and submit all required MBE documentation at the time of TO Proposal submission (See Attachment 2 Minority Business Enterprise Forms and Section 3 Task Order Proposal Format and Submission Requirements). **Failure of the Master Contractor to complete, sign, and submit all required MBE documentation at the time of TO Proposal submission will result in the State's rejection of the Master Contractor's TO Proposal.**

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

1.12.1 MBE PARTICIPATION REPORTS

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

- A) Monthly reporting of MBE participation is required in accordance with the terms and conditions of the CATS+ Master Contract by the 15th day of each month.
- B) The TO Contractor shall provide a completed MBE Prime Contractor Paid/Unpaid MBE Invoice Report (Attachment 2-4A and 2-4B) to the MIA at the same time the invoice copy is sent.
- C) The TO Contractor shall ensure that each MBE subcontractor provides a completed Subcontractor Paid/Unpaid MBE Invoice Report (Attachment 2-5).
- D) Subcontractor reporting shall be sent directly from the subcontractor to the MIA. The TO Contractor shall e-mail all completed forms, copies of invoices and checks paid to the MBE directly to the TO Manager.

1.13 VETERAN OWNED SMALL BUSINESS ENTERPRISE (VSBE)

This TORFP has a VSBE goal as stated in the Key Information Summary Sheet above, representing the percentage of total fees paid for services under this TO. By submitting a response to this solicitation, the bidder or offeror agrees that this percentage of the total dollar amount of the contract will be performed by verified VSBES.

1.14 NON-DISCLOSURE AGREEMENT

1.14.1 NON-DISCLOSURE AGREEMENT (OFFEROR)

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

1.14.2 NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

Certain system documentation may be required by the TO in order to fulfill the requirements of the TO Agreement. The TO Contractor, employees and agents who review such documents will be required to sign a Non-Disclosure Agreement (TO Contractor) in the form of Attachment 11.

1.15 LIVING WAGE

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

All TO Proposals shall be accompanied by a completed Living Wage Affidavit of Agreement, Attachment 13 of this TORFP.

1.16 IRANIAN NON-INVESTMENT

All TO Proposals shall be accompanied by a completed Certification Regarding Investments in Iran, Attachment 16 of this TORFP.

1.17 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

DoIT is responsible for contract management oversight on the CATS+ Master Contract. As part of that oversight, DoIT has implemented a process for self-reporting contract management activities of TOs under CATS+. This process typically applies to active TOs for operations and maintenance services valued at \$1 million or greater, but all CATS+ TOs are subject to review.

Attachment 12 is a sample of the TO Contractor Self-Reporting Checklist. DoIT will send initial checklists out to applicable/selected TO Contractors approximately three months after the award date for a TO. The TO Contractor shall complete and return the checklist as instructed on the form. Subsequently, at six month intervals from the due date on the initial checklist, the TO Contractor shall update and resend the checklist to DoIT.

1.18 MERCURY AND PRODUCTS THAT CONTAIN MERCURY

This solicitation and resulting purchase orders require that all materials used in the performance of the Contract and subsequent Purchase Orders or work orders shall be mercury-free products. The Offeror shall submit a Mercury Affidavit found in Attachment 14 with the TO Technical Proposal.

1.19 PURCHASING AND RECYCLING ELECTRONIC PRODUCTS

A State law effective October 1, 2012 (HB 448, Chapter 372) requires State agencies purchasing computers and other electronic products in categories covered by Electronic Product Environmental Assessment Tool (EPEAT) to purchase models rated EPEAT Silver or Gold unless the requirement is waived by the Department of Information Technology (DoIT). This information is located on the Department of General Services (DGS) web site:
<http://www.dgs.maryland.gov/GreenOperations/GreenPurchasing/Guidelines/specs/ElectronicandITProductsSpecification.pdf>.

The TO Contractor shall perform proper disposition of Information Technology equipment within the guidelines provided by DGS . Guidelines provided by DGS require planning and coordination of the proper disposition of Information Technology equipment. A new state law effective October 1, 2012 (HB 448, Chapter 372) requires state agencies awarding contracts for services to recycle electronic products to award the contract to a recycler that is R2 or e-Stewards certified. This information is located on the DGS web site:

<http://www.dgs.maryland.gov/GreenOperations/GreenPurchasing/Guidelines/specs/ElectronicProductDisposalSpecification.pdf>.

Guidelines provided by DoIT discuss information and guidance on the proper disposition of IT equipment, media sanitization, and protecting confidential information stored on media. This information is located in the State's Information Technology (IT) Security Policy <http://doit.maryland.gov/support/pages/securitypolicies.aspx>. Section 6.5 Media Protection provides guidance on proper precautions to protect confidential information stored on media.

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SECTION 2 - SCOPE OF WORK

2.1 PURPOSE OF SOLICITATION

MIA is issuing this CATS+ TORFP to obtain a new ECTS that provides a secure portal for browser based data entry and document uploads by Maryland citizens (Consumers) and secure data / document exchange between the MIA and insurance companies (Licensees), using an integrated document management technology that automates workflow by routing electronic documents and notifications across the organization, and provides the MIA with on-line data entry, form creation, case tracking, document management, audit logs, standard reports, ad-hoc queries and data exchange with internal and external systems.

MIA is very interested in a solution that incorporates COTS-based software with minimal customization. Configuration and integration of the ECTS solution and any custom development that may be necessary to meet MIA requirements, shall be conducted by the TO Contractor.

The ECTS application and database components shall be deployed by the TO Contractor in MIA's data center on three separate environments

- Development Environment
- Integration Test Environment
- Production Environment

For each of the three environments, server hardware, operating software and backup software agents shall be procured, installed and operational as part of the ECTS implementation.

The TO Contractor shall conduct thorough system, integration, security and performance tests on the ECTS solution and resolve any bugs or system issues prior to MIA's User Acceptance Testing. The TO Contractor shall provide system administration documentation and user manuals as well as on-site training sessions for MIA staff prior to implementation of the ECTS solution.

On-site technical support for the ECTS solution to resolve any system issues found after implementation and enhance usability, shall be provided by the TO Contractor for three months after implementation. A one (1) year warranty for operations and maintenance support for all hardware and software components included in the ECTS solution shall also be provided by the TO Contractor, to ensure system stability and usability for the MIA.

MIA intends to award this TO to one (1) Master Contractor that proposes a solution to install the ECTS software and hardware infrastructure, configure and implement the ECTS solution to meet MIA requirements, provide technical support after implementation, and provide a one year warranty for operations and maintenance support on a fixed price basis. Additional services within the scope of this TO may be requested through the Work Order process described in Section 2.13.

As part of the evaluation of the proposal for this TO, Master Contractors shall propose exactly four (4) named resources and shall describe in a Staffing Plan how additional resources shall be acquired to meet the needs of the ECTS project. The TO Master Contractor should add any additional labor categories to their staffing plan, that might be needed in order to perform the work proposed on this TORFP. All other planned positions shall be described generally in the Staffing Plan, and may not be used as evidence of fulfilling company or personnel minimum qualifications. MIA expects the four (4) named resources to be available as of the start date specified in the Notice To Proceed (NTP).

2.2 REQUESTING AGENCY BACKGROUND

The MIA is an independent State Agency that regulates Maryland's Insurance Industry and protects consumers by ensuring that insurance companies and health plans act in accordance with insurance laws.

2.2.1 BUSINESS FUNCTIONS

The MIA implements laws and develops policies, procedures, and regulations that affect Maryland's Insurance Industry. The MIA's vision is a State with competitive, stable, and viable insurance markets in which insurance consumers are treated fairly. To achieve this vision, the MIA conducts the following insurance regulatory activities:

- Investigates consumer complaints
- Conducts financial examinations and audits on insurers
- Issues producer (agent and broker) licenses
- Licenses insurance companies
- Performs rate and form reviews
- Performs market conduct examinations
- Investigates insurance fraud
- Collects fees and fines as mandated by insurance law

2.2.2 AGENCY GOALS AND STRATEGIES

- Ensuring that the terms and conditions of insurance contracts are reasonable by reviewing 100% of Life and Health forms within 60 days of initial filing and by reviewing 97% of Property and Casualty forms within 30 days of initial filing
- Adjudicating consumer complaints in accordance with insurance law and in a prompt and fair manner by insuring that all medical necessity complaints are resolved within the time frames required by law and by completing 85% of Life and Health non-medical emergency complaints as well as 95% of Property and Casualty complaints within 90 days of initial filing
- Protecting the public from unfair trade practices and other violations of the insurance code by completing 75% of Life and Health and Property and Casualty examinations initiated
- Enforcing solvency standards to ensure that insurers have the financial ability to pay claims when due, by reviewing high priority domestic company annual statements within statutory time frames and reviewing 95% of all domestic companies' annual statements
- Protecting Maryland citizens through enforcement of the Annotated Code of Maryland provisions related to insurance fraud by closing 80% of assigned referrals within 120 days of initial filing

2.3 PROJECT BACKGROUND

The MIA has identified the need to replace the legacy ECTS which was custom built for the organization and implemented in 2002. The current system is based on a client / server architecture, written in Java and relies on a Sybase Database Management System (DBMS).

The current system requires manual data entry of all consumer complaints, even when received electronically. Complaint data is then stored in a legacy Sybase database that is difficult to query. As a result, complaint data is frequently re-keyed and stored redundantly in Access databases and Excel spreadsheets to track and analyze complaint data for Market Conduct exams, fraud investigations, and legislative queries. This redundant storage of complaint data creates the potential for data inconsistencies and inaccuracies.

In addition, throughout the life cycle of a complaint, the MIA conducts research, often collecting documents from consumers and licensee's, to support investigations. These case sensitive documents are sometimes scanned and stored electronically on network file shares and sometimes stored in paper form. Neither approach provides an easy link or mapping to the complaint data stored in the legacy ECTS. As a result, the MIA has become increasingly challenged to meet Agency goals to review, resolve and adjudicate complaints in a timely and efficient manner.

To improve the MIA's ability to process complaints in a professional and efficient manner, and track and analyze complaint data for investigative purposes, a technology upgrade is needed.

As a first step, the MIA recently completed an analysis project that resulted in documentation of the current "As-Is" business processes and data flow, future "To-Be" business processes and data flow and detailed functional and technical requirements for the new complaint system. This documentation is available electronically for review by TO Contractors, upon request.

Note: This project is classified as a Major Information Technology Development Project (MITDP) for the State of Maryland and therefore requires close adherence to the State's System Development Life Cycle (SDLC) with associated project artifacts. The TO Contractor shall be responsible for producing all documentation defined in the State's SDLC Phases 5 -9. This project has completed Phases 1-4 of the State SDLC.

2.3.1 PROJECT ASSUMPTIONS

MIA's preference is to find a COTS document management system as the core technology for the ECTS. MIA expects that customization and/or integrated custom development will also be required for the ECTS to meet MIA's functional requirements.

2.3.2 MAJOR IT DEVELOPMENT PROJECT (MITDP)

This project is classified as a MITDP and is subject to the State's MITDP oversight process. This process includes producing specific approved deliverables. The selected Master Contractor will work with the MIA's Project Manager to complete State SDLC Phases 5-9 and will produce State required documentation for the following Phases:

- Design
- Development
- Integration and Test
- Implementation
- Operations and Maintenance

to the satisfaction of the State's MITDP oversight team

2.4 PROFESSIONAL DEVELOPMENT

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

The TO Contractor shall ensure continuing education opportunities for the personnel provided to support this TORFP.

2.5 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES

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

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

The following policies, guidelines and methodologies can be found at the DoIT site (<http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx>). These may include, but are not limited to:

- The State of Maryland System Development Life Cycle (SDLC) methodology
- Enterprise Architecture (EA) best practices
- The State of Maryland Information Technology Security Policy and Standards
- The State of Maryland Information Technology Non-Visual Access Standards
- The TO Contractor shall follow project management methodologies consistent with the Project Management Institute's Project Management Body of Knowledge Guide.
- TO Contractor assigned personnel shall follow a consistent methodology for all TO activities.
- The State's Information Technology Project Oversight Policies

2.6 REQUIREMENTS

The ECTS shall include all features and functionalities of the current system, all new features and functionalities defined as priority one (1) in the ECTS Requirements Document (see Attachment 20), and shall be scalable to accommodate expansion and modification, by the MIA, after implementation.

The ECTS shall be hosted locally at the MIA headquarters in Baltimore, Maryland. ECTS shall be browser based to support MIA's local and remote access to the system. User authentication shall be required for all internal MIA staff to access the ECTS system. Licensees shall access and update ECTS data and documents from remote locations with user authentication via a secure portal. Consumers shall submit new complaints into the ECTS system from remote locations via browser based access to the MIA's web site and the ECTS portal.

The ECTS shall be hosted on Cisco UCS or Dell servers running VMWare technology to host the ECTS web portal, application, documents and data. The servers shall be running the latest version of vSphere. Server hardware, operating software and back-up software agents, shall be installed by the TO Contractor. ECTS shall rely on a highly available, redundant and load balanced server architecture. The TO Contractor shall either expand MIA's existing EMC SAN technology or shall design and furnish new NetApp storage products to provide increased data storage for ECTS electronic documents and data. MIA will rely on existing end user computers to access the new ECTS system.

The ECTS database shall provide column level data encryption for security of personal data and HIPAA complaint data. All active complaint data (more than 15 GB) will need to be converted from the current ECTS database into the new system. Archive data for complaints that have been closed for less than seven years shall also be converted into the new ECTS. The ECTS archive database currently stores more than 25 GB of data.

In addition, scanned images of documents associated with complaint files currently reside on the MIA's network file shares. Documents associated with active complaints shall be converted into the new ECTS system. MIA estimates that more than 1 TB of complaint documents will need to be migrated into the new ECTS document management environment.

MIA's legacy ECTS system and Sybase databases shall be retired after a successful implementation of the new ECTS system.

2.6.1 FUNCTIONAL AND TECHNICAL REQUIREMENTS

The MIA's functional and technical requirements for the ECTS are provided in Attachment 20 and include the following categories of requirements.

A) Functional Requirements:

1. Workflow Automation
2. Complaint Filing/Set-Up
3. Phone Log Records
4. Complaint Processing
5. Complaint Review/Approval/Closing
6. Consumer Survey
7. Hearing Processing
8. Auto-Protest Hearing Processing
9. Complaint Order Processing
10. PIA Requests
11. Document Management
12. Security
13. Reporting
14. Administration

B) Technical Requirements:

1. Application
2. Web Portal
3. Infrastructure
4. Workstation
5. Database

6. Data Processing

The proposed solution shall meet, at minimum, all priority 1 requirements as defined in Attachment 20.

2.6.2 PROJECT STARTUP REQUIREMENTS

- A kick-off meeting shall be held within five (5) business days of NTP. TO Contractor shall provide a startup plan at the kick-off meeting that includes a work schedule with dates for the following:
 - A plan for the procurement and installation of hardware infrastructure and COTS Software
 - A plan for attaining working knowledge of all technical and functional matters associated with the MIA's network and security architecture
 - A plan for attaining working knowledge of MIA's complaint business process and operations

In addition, the following items shall be provided at the kick-off meeting:

- A timeline for status reports and ongoing meetings with MIA Steering Committee on project status
- A proposed change control process to coordinate change requests with the TO Manager
- An updated staffing plan with resource names
- Background checks for all proposed personnel

2.6.3 TO CONTRACTOR RESPONSIBILITIES

In addition to providing all deliverables defined in Section 2.8.4, the TO Contractor shall perform the following tasks and complete three (3) project milestones:

Project Milestone 1:

- A) Procure software licenses for COTS solution(s) to support 100 internal MIA staff
- B) Procure software licenses for portal to accommodate access by a minimum of 3,000 external licensees
- C) Procure software licenses for all third party products or tools included in ECTS solution
- D) Install server hardware and operating software necessary for Development, Integration Test and Production use of the ECTS solution
 - 1. The Development environment will be used to configure, customize and conduct unit testing on all components of the ECTS solution including a web portal, COTS software, application code and databases
 - 2. The Integration Test environment will be used to conduct system, integration, user acceptance, security and performance tests on the ECTS solution including a web portal, COTS software, application code and databases

3. The Production environment will be used by the ECTS solution end users to meet day-to-day complaint business functions and shall include all necessary system components including a web portal, COTS software, application code and databases
- E) Install data back-up agents to meet MIA requirements for data storage of ECTS electronic documents and data on all three hardware environments.
- F) Install COTS software, portal software, and all third party products or tools included in ECTS solution on Development, Integration Test and Production hardware environments in MIA data center. All hardware shall be installed on MIA's networks in accordance with existing constraints and operational procedures.
- G) All hardware and software patches and security updates shall be installed by the TO Contractor at the time of initial deployment. The TO Contractor shall notify the MIA of any hardware and software patches and security updates that become available and need to be applied after the initial deployment and throughout the TO.
- H) The Production Environment shall support 100 internal concurrent users and 1,800 concurrent external users.
- I) The Integration Test Environment shall be used to support system testing, integration testing, user acceptance testing, security testing and performance testing. It shall be setup with the same hardware and software configuration to support troubleshooting of the production environment. The Integration Test Environment shall support at least 100 internal concurrent users and 1,800 concurrent external users.

Project Milestone 2:

- A) Configure COTS solution to meet MIA functional and technical requirements
- B) Conduct design and development activities for all customization and or custom development included in ECTS solution
- C) Convert ECTS data into new ECTS database(s)
- D) Conduct system, integration, security and performance testing to ensure ECTS solution meets MIA functional and technical requirements
- E) Monitor user acceptance testing of ECTS solution and resolve any system issues reported.
- F) Produce detailed system documentation and user training manuals for MIA use
- G) Train MIA staff on use and maintenance capabilities for all components of ECTS solution
- H) Implement ECTS solution for use by MIA internal staff and external users (Consumers and Licensee's)

Project Milestone 3:

- A) Provide on-site technical support for ECTS solution for three (3) months after implementation
- B) Provide a one year warranty for operations and maintenance support for all hardware and software components included in ECTS solution after implementation.
- C) Document Transition-Out Plan

2.6.4 SECURITY REQUIREMENTS

The TO Contractor shall ensure the ECTS solution meets the following minimum security requirements:

1. The solution shall encrypt data backups, data in transit, and data at rest to prevent improper disclosure or alteration;
2. The Contractor shall implement mechanisms for vulnerability testing and patch management no less frequently than monthly using an automated tool;
3. The system shall retain audit logs recording privileged user access activities, authorized and failed access attempts, system exceptions, and critical information security events;
4. The system shall restrict network connections between trusted and untrusted networks and protect networks via properly configured firewalls,
5. The Contractor shall make the results of all security compliance, vulnerability scans, and security assessments available to the State at the State's request;
6. The system shall have procedures to monitor and take action in the case of a data breach, including reporting on various security aspects of the system and hosting environment(s);
7. The system shall monitor and collect security related events for reporting purposes;
8. The Contractor shall demonstrate that the provided solution meets controls as defined in NIST Special Publication 800-53 and the Maryland IT Security Plan, as tailored for the specific solution.
9. The contractor shall sign and complete the MIA Non-Disclosure Agreement (attachment 10 and 11).
10. The solution shall meet security requirements defined by the following:
 - CJIS: <http://www.fbi.gov/about-us/cjis>
 - HIPPA: <http://www.hhs.gov/ocr/privacy/>
 - PCI-DSS: https://www.pcisecuritystandards.org/security_standards/
11. The contractor shall demonstrate adequate security control configuration, installation, and associated ongoing processes by following detailed checklist(s) applicable to the solution prior to each deployment of the solution to a production environment:
 - The Contractor shall develop any necessary checklists, incorporating any DISA Security Technical Implementation Guide (STIG), or equivalent, applicable to the solution;
 - The State shall have the right to determine sufficiency of checklists and STIG equivalence;
 - The Contractor shall utilize an industry-standard scanning tool compliant with Security Content Automation Protocol (SCAP), or equivalent, to support

documentation of adequate security controls. See <https://nvd.nist.gov/SCAP-Validated-Tools/> for a list of compliant tools.

- The Contractor shall additionally perform any manual checks to ensure adequate security controls are implemented.
12. The Contractor shall create a list of compliant and non-compliant findings/vulnerabilities and shall maintain a corresponding Plan of Actions and milestones (POA&M) that outlines all non-compliant findings/vulnerabilities with the solution and their statuses (to include closed, ongoing, and any issues that the State has explicitly accepted as a risk). The list shall be updated and made available to the State after every security test and vulnerability scan.
 13. The Contractor shall be required to execute a non-disclosure agreement with the Agency.

2.6.5 SERVICE LEVEL AGREEMENT (SLA)

The TO Contractor shall provide on-site technical support for the ECTS solution using predefined service levels. When an issue arises, the TO Manager or designated State personnel, shall contact the TO Contractor via e-mail or phone for assistance and issue resolution. The TO Manager will identify the severity level at the time of notification.

Based on the severity of the issue, the TO Contractor shall provide prompt responses and support. The following SLA defines the expectations for responsiveness with services available Monday through Friday from 8:00 a.m. to 5:00 p.m. Eastern Time:

Service Level	Phone/Email Response	Resolution Time	Business Impact
Urgent, Level 1	1 Hour	2 Hours	Major Business Impact: causing complete loss of services where work cannot continue. More than 50% of users cannot use the system.
High Level 2	4 Hours	1 Business Day	Significant Business Impact: causing business interruptions where work can continue but in a restricted fashion with loss in productivity.
Normal, Level 3	1 Business Day	5 Business Days	Minor Business Impact: causing minimal loss in productivity. There may be minor bugs in the system with acceptable

			workaround for the time being.
Low, Level 4	5 Business Days	At the discretion Of the Project Manager but not Longer than 30 Business Days	No Business Impact: not causing any loss in service or productivity. There may be software enhancements or recommendations with acceptable workaround for the time being.

2.6.6 BACKUP

Upon installation of the ECTS solution in each environment, the TO Contractor shall install MIA approved back-up agents on all servers supporting ECTS and shall ensure that the servers are included in the MIA's nightly back-up process. This shall include daily incremental backups and full weekly backups of all volumes on ECTS servers. Backup tapes shall be stored off-site by the MIA.

2.6.7 SDLC Task Requirements

The TO Contractor shall have technical skills in all relevant phases, and the ability to produce appropriate deliverables as defined in the State's SDLC. For each of the SDLC phases listed below, the Contractor shall perform the following activities to successfully transition from the State's legacy ECTS system to the proposed ECTS system including but not limited to the following activities:

1. Requirements Analysis

- a. The TO Contractor shall document all requirements for the system in a Requirements Traceability Matrix (RTM).
- b. The TO Contractor shall interview and interact with Agency business users of the legacy ECTS system to confirm understanding of the scope of the ECTS system requirement.
- c. The TO Contractor shall plan and perform the fit/gap analysis with the MIA staff to validate requirements provided in Attachment 20 compared to the standard included capabilities of the proposed ECTS system and any other software components proposed.
- d. The TO Contractor shall utilize the outputs from these fit/gap sessions as an input to updating the RTMs.
- e. For each identified potential gap, the TO Contractor shall document the nature of the gap and identify alternative approaches for addressing the gap.
- f. The TO Contractor shall then conduct follow-up work sessions by functional area to review the potential gaps and proposed approaches for addressing the gap. Based on these work sessions, the TO Contractor shall recommend to the State a strategy for addressing each potential gap.

2. Design

- a. The TO Contractor shall prepare functional and technical design specifications for any configurations, customizations and custom workflows identified as needed to meet requirements in the approved RTM.
- b. The TO Contractor shall prepare a data conversion plan to automatically load and transform data from the ECTS legacy system into the new ECTS system, in the required formats. The MIA will provide extracts of data from the legacy ECTS system for the data conversion.
- c. The TO Contractor shall transform the detailed, defined requirements into complete, detailed design specifications and configuration for the new ECTS system to guide the work of the

Configuration/Development Phase. The decisions made in this phase address, in detail, how the system shall meet the defined functional, physical, interface, and data requirements.

- d. The TO Contractor may conduct design activities in an iterative fashion, producing first a general system design that emphasizes the functional features of the system, then a more detailed system design that expands the general design by providing all the technical detail.
- e. The TO Contractor may be requested to produce technical design, frozen functional specifications, implementation alternatives, and end-user views of the enhancement, incorporating controls, security features, database architecture, and other strategies that comprise the technical details of the enhancement, along with a master project plan, including milestones as appropriate, to develop, test, and implement the solution.

3. Configuration/Development

- a. The TO Contractor shall perform configuration and development activities to translate the system design into a working information system capable of addressing the system requirements. The Configuration/Development Phase contains activities for requirements analysis, design, configuration or coding to meet gaps in the solution, integration, testing, and installation and acceptance related to software products.
- b. At the end of this Phase, the TO Contractor shall deliver a system ready for the activities of the Integration and Testing Phase.
- c. The TO Contractor shall possess the ability to build objects and event-driven software, in accordance with the design.
- d. The TO Contractor shall prepare a Data Conversion Plan. The Data Conversion Plan shall specify all data to be converted to the ECTS system, the procedures used to validate the data conversion effort is successful, the timing and sequence of the conversions, and the proposed conversion schedule. The Data Conversion Plan shall provide an approach and plan for converting legacy data for all active and archive complaint files. The Data Conversion Plan shall also provide an approach and plan for converting all electronic documents, stored outside of the legacy system, that are associated with active and archive complaints, into the new ECTS system.
- e. The TO Contractor shall be responsible for managing the execution of the Data Conversion Plan and identifying and resolving any data conversion issues.

4. Integration and Testing

- a. The TO Contractor shall perform integration and testing activities to prove, through testing methods, that the developed system satisfies the requirements defined in the RFP.
- b. The TO Contractor shall perform an integrated system test function as specified by the design parameters.
- c. In some instances, the MIA will work with TO Contractor to devise test cases, to prove the accuracy and functionality of the enhancement, as required.
- d. The TO Contractor shall also test performance requirements, security requirements, and access controls, in conjunction with any manual procedures associated with the enhancement.
- e. The TO Contractor shall support end users acceptance testing to confirm that the developed system meets all user requirements as stated in the work assignment.
- f. The TO Contractor shall possess the ability to plan testing regimes, produce test cases, conduct unit and integration testing, document results, and demonstrate the results to business and technical staff to the Agency;

5. Training

- a. The TO Contractor shall provide training to MIA managers and staff, for a minimum of 35 resources, within four (4) weeks prior to the system going live.
- b. The TO Contractor shall offer extensive onsite and distance training, both pre and post conversion.
- c. The TO Contractor shall provide training manuals and materials, either soft copies and/or hard copies, based on specific MIA configuration and implementation.

- d. The TO Contractor shall provide training over the life of the contract, to include but not limited to, new enhancements and upgrades prior to implementation.
- e. In order to facilitate testing and training, the TO Contractor shall provide and maintain a mirrored production database as a test database for continued testing and training for the duration of the contract.
- f. The TO Contractor shall not use the testing and training database for its own training and testing. This testing and training database shall be solely for MIA's use.

6. Implementation

- a. The TO Contractor shall assist the Agency staff in placing the enhancement into Production status, under the Agency's Change Management procedures.
- b. The TO Contractor shall perform implementation activities / tasks required including providing final training to end users of the enhancement, along with potentially final data conversion.
- c. At the end of this Phase, TO Contractor shall transfer knowledge of the implementation to MIA.
- g. The TO Contractor shall possess the ability to support movement of developed code into Production status, to document final designs and work product, and to provide training to end users.

7. Operations and Maintenance

- a. The TO Contractor shall provide on-going monitoring of Production processes, performing corrections as needed, and providing incremental enhancements to support Agency business users and Information System support resources, as needed.
- b. The TO Contractor shall provide help desk staff during normal business hours to answer emails and/or phone calls. The Contractor shall provide its SLAs for phone/email response and resolution. At a minimum, the SLA shall meet the minimum required in Section 3.12.
- c. The TO Contractor shall provide on-site technical support and system maintenance for the ECTS system for three (3) months after implementation. The system maintenance shall not be performed on the Production System during business hours and must be coordinated in advance with MIA approval.
- d. The TO Contractor shall provide technical support for the operation and maintenance of all hardware and software components included in the ECTS system for one year after implementation. The system maintenance shall not be performed on the production System during business hours and must be coordinated in advance with MIA approval.

2.6.8 TRANSITION-OUT ACTIVITIES

To ensure effective and efficient end-of contract transition to the State or another State Contractor(s), the TO Contractor shall conduct a project debrief meeting with the TO Manager and handoff final versions of project materials, documentation, electronic media, reports, source code including any SQL scripts and procedures, and any other technical material applicable to the project.

The TO Contractor shall also:

- Document any current risk factors and suggested solutions;
- Ensure that all warranty and maintenance support documentation is current and complete with a hard and soft copy in a format prescribed by the TO Manager.

2.7 PERFORMANCE AND PERSONNEL

2.7.1 WORK HOURS

- Business Hours Support: The TO Contractor's collective assigned personnel shall support core business hours (8:00 AM to 5:00 PM), Monday through Friday except for State holidays, Service Reduction days, and Furlough days observed by the MIA. No compensation will be paid for work performed on a day that the MIA is closed, unless such work is authorized in writing and in advance by the TO Manager. TO Contractor personnel may also be required to provide occasional support outside of core business hours, including evenings, overnight, and weekends, to support: specific efforts and emergencies.
- Scheduled Non-Business Hours Support: After hours support may be necessary to respond to IT Security emergency situations. Additionally, services may also involve some evening and/or weekend hours performing planned system upgrades in addition to core business hours. Hours performing system upgrades would be billed on actual time worked at the rates proposed.
- 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.
- Minimum and Maximum Hours: Full-time TO Contractor personnel shall work a minimum of 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.
- Vacation Hours: Requests for leave shall be submitted to the TO Manager at least one month in advance. The TO Manager reserves the right to request a temporary replacement if leave extends longer than one consecutive week. In cases where there is insufficient coverage, a leave request may be denied.

2.7.2 PERFORMANCE EVALUATION

THIS SECTION IS NOT APPLICABLE TO THIS TORFP

2.7.3 PERFORMANCE ISSUE MITIGATION

At any time during the TO period of performance, should the performance of a TO Contractor resource be deemed unsatisfactory as determined by the TO Manager, the MIA will pursue the following mitigation procedures prior to requesting a replacement employee:

- A) The TO Manager shall document performance issues and give written notice to the TO Contractor, clearly describing problems and delineating remediation requirement(s).
- B) The TO Contractor shall respond with a written remediation plan within three business days and implement the plan immediately upon written acceptance by the TO Manager.
- C) Should performance issues persist, the TO Manager may give written notice or request the immediate removal of person(s) whose performance is at issue, and determine whether a substitution is required.

2.7.4 SUBSTITUTION OF PERSONNEL AFTER AWARD

The substitution of proposed personnel during the evaluation period, prior to award, is prohibited. Substitutions of any kind, post proposal due date, but prior to award, is considered to be the equivalent of an alternate proposal, and is prohibited.

The substitution of personnel procedures 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 individual. After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the requested substitution.

2.7.5 PREMISES AND OPERATIONAL SECURITY

- A) TO Contractor employees and subcontractors may be subject to random security checks during entry and exit of State secured areas. The State reserves the right to require TO Contractor employees and subcontractors to be accompanied while on secured premises.
- B) TO Contractor employees shall, while on State premises, display their State issued identification cards without exception.
- C) TO Contractor shall require its employees to follow the State of Maryland and MIA IT Security Policy and Standards throughout the term of the TO Agreement.
- 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 resulting TO Agreement.
- E) TO Contractor shall remove any employee from working on the resulting TO Agreement where the State of Maryland provides evidence to the TO Contractor that said employee has not adhered to the security requirements specified herein.
- F) The cost of complying with all security requirements specified herein are the sole responsibilities and obligations of the TO Contractor and its subcontractors and no such costs shall be passed through to or reimbursed by the State or any of its agencies or units.
- G) A criminal investigation background check is required for all Master Contractor personnel included in the Staffing Plan, prior to an individual's start date on the TO.

2.8 DELIVERABLES

2.8.1 DELIVERABLE SUBMISSION

For every deliverable, the TO Contractor shall request that the TO Manager confirm receipt of that deliverable by sending an Agency Receipt of Deliverable form (Attachment 8) with the deliverable. The TO Manager will acknowledge receipt of the deliverable via email using the provided form.

For every deliverable, the TO Contractor shall submit by e-mail an Agency Deliverable Product Acceptance Form (DPAF), provided as Attachment 9, to the TO Manager in MS Word (2007 or greater).

Unless specified otherwise, written deliverables shall be compatible with Microsoft Office, Microsoft Project and/or Microsoft Visio versions 2007 or later. At the TO Manager's discretion, the TO Manager may request one hard copy of a written deliverable.

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

For any written deliverable, the TO Manager may request a draft version of the deliverable, to comply with the minimum deliverable quality criteria listed in Section 2.8.3. Drafts of each final deliverable, except status reports, are required at least two weeks in advance of when the final deliverables are due (with the exception of deliverables due at the beginning of the project where this lead time is not possible, or where draft delivery date is explicitly specified). Draft versions of a deliverable shall comply with the minimum deliverable quality criteria listed in Section 2.8.3.

2.8.2 DELIVERABLE ACCEPTANCE

A final deliverable shall satisfy the scope and requirements of this TORFP for that deliverable, including the quality and acceptance criteria for a final deliverable as defined in Section 2.8.4 Deliverable Descriptions/Acceptance Criteria.

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

The TO Manager will issue to the TO Contractor a notice of acceptance or rejection of the deliverable in the DPAF (Attachment 9). Following the return of the DPAF indicating "Accepted" and signed by the TO Manager, the TO Contractor shall submit a proper invoice in accordance with the procedures in Section 2.12.

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.

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.

2.8.3 MINIMUM DELIVERABLE QUALITY

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

Each deliverable shall meet the following minimum acceptance criteria:

- A) Be presented in a format appropriate for the subject matter and depth of discussion.

- B) Be organized in a manner that presents a logical flow of the deliverable's content.
- C) Represent factual information reasonably expected to have been known at the time of submittal.
- D) In each section of the deliverable, include only information relevant to that section of the deliverable.
- E) Contain content and presentation consistent with industry best practices in terms of deliverable completeness, clarity, and quality.
- F) Meets the acceptance criteria applicable to that deliverable, including any State policies, functional or non-functional requirements, or industry standards.
- G) Contains no structural errors such as poor grammar, misspellings or incorrect punctuation.

A draft written deliverable may contain limited structural errors such as incorrect punctuation, and shall represent a significant level of completeness toward the associated final written deliverable. The draft written deliverable shall otherwise comply with minimum deliverable quality criteria above.

2.8.4 DELIVERABLE DESCRIPTIONS / ACCEPTANCE CRITERIA

The TO Contractor may suggest other subtasks, artifacts, or deliverables to improve the quality and success of the assigned tasks.

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ECTS Project Milestone	ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
1	2.8.1	Project Management Plan	<p>In MS Word format, the Project Management Plan shall be delivered to the TO Manager and shall follow State SDLC guidelines and include the following:</p> <ul style="list-style-type: none"> • Risk Management Plan • Change Management Plan • Communication Management Plan • Staffing Management Plan • And in MS Project format, a Project Schedule <p>The Project Schedule shall include:</p> <ul style="list-style-type: none"> • Tasks, start and end dates • Task duration • Resource assignments • Percentage complete per task • Due dates for each project deliverable tasks defined no greater than 80 hours for a task • Expectations and tasking for State or other personnel <p>Project Schedule updates shall be included in weekly status reports to the TO Manager on a continuing basis, until work is completed to the satisfaction of the TO Manager</p>	Due within 3 weeks of NTP and updated periodically throughout the TO. The Project Schedule shall be updated weekly.

1	2.8.2	System Integration Document	<p>The System Integration Document shall be delivered to the TO Manager and shall include the following in MS Visio format:</p> <ol style="list-style-type: none"> 1. System Integration Diagram depicting the information exchange and inter-operability between: <ul style="list-style-type: none"> • COTS package • ECTS custom developed code / database(s) • MIA Legacy Enterprise systems (per Technical requirements Section 6 in Attachment 20) • MIA Web Site / ECTS Portal • MIA Intranet Site • NAIC Complaint System 2. Data Flow Diagrams depicting data exchange between: <ul style="list-style-type: none"> • COTS Data store(s) • ECTS custom developed data store(s) • MIA Legacy Sybase data store(s) • NAIC Complaint data store(s) 	Due within 4 weeks of NTP or as determined by the approved Project Schedule
1	2.8.3	COTS Software Licenses	All COTS vendor documentation and license keys associated with COTS package(s) and any additional software licenses necessary to implement proposed solution shall be delivered to the TO Manager	Deliverable due as determined by the Approved Project Schedule

1	2.8.4	Server Hardware	Installation and configuration of physical hardware, operating system and backup agents necessary to support the ECTS development, Integration test and production environments shall be delivered to the TO Manager	Deliverable due as determined by the Approved Project Schedule
1	2.8.5	Server Maintenance Documentation	All warranty and support documentation associated with server hardware-shall be delivered to the TO Manager and shall include: <ul style="list-style-type: none"> • Hardware Maintenance Agreement • Hardware Vendor Contact Information 	Deliverable due as determined by the Approved Project Schedule
1	2.8.6	Installation of ECTS Development, Integration Test and Production Environments	Installation of the most recent version of the COTS software available on the market at the time MIA issues the NTP, on each of the following environments: <ul style="list-style-type: none"> • Configure a development environment for the software which shall incorporate on-going configurations and changes for unit testing • Configure an Integration test environment in which users will have the ability to experiment with variations of the software functionality without impacting development or production • Configure the production environment 	Deliverable due as determined by the Approved Project Schedule

2	2.8.7	System Design Document	<p>The System Design Document shall be delivered to the TO Manager and shall include the following in MS Visio format:</p> <ol style="list-style-type: none"> 1. Entity Relationship Diagrams (ERD) using MS Entity Framework and include: <ul style="list-style-type: none"> • All ECTS Tables • All ECTS Data Fields • Description of all relationships between tables <p>for all custom developed code;</p> <ol style="list-style-type: none"> 2) Class Diagram to include: <ul style="list-style-type: none"> • All ECTS Base / Super Classes • All ECTS Sub Classes • Description of all relationships between classes <p>for all custom developed code.</p>	Deliverable due as determined by the Approved Project Schedule
2	2.8.8	Development Plan	<p>In MS Word format, the Development Plan shall be delivered to the TO Manager and shall include methodology, scope, approach and tools to be used for developing all custom code included in the ECTS solution. The Development Plan shall also include all key development milestones and target dates for completion of each.</p>	Deliverable due as determined by the Approved Project Schedule

2	2.8.9	Data Conversion Plan	<p>In MS Word format, the Data Conversion Plan shall be delivered to the TO Manager and shall include methodology, scope and approach for migrating data from:</p> <ul style="list-style-type: none"> • ECTS Sybase <u>Active</u> Database • ECTS Sybase <u>Archive</u> Database • Active Complaint Documents stored on MIA network file share 	Deliverable due as determined by the Approved Project Schedule
2	2.8.10	Test Plans	<p>In MS Word format, the Test Plan shall be delivered to the TO Manager and shall include test cases and expected results for each ECTS requirement for each of the following:</p> <ul style="list-style-type: none"> • System Tests • Integration Tests • User Acceptance Tests • Security Tests • Performance Tests 	Deliverable due as determined by the Approved Project Schedule
2	2.8.11	Test Result Report	<p>In MS Word format, the Test Results Report shall be delivered to the TO Manager and shall include the TO Contractor’s actual test results for each ECTS requirement for each of the following:</p> <ul style="list-style-type: none"> • System Tests • Integration Tests • Security Tests • Performance Tests 	Deliverable due as determined by the Approved Project Schedule

2	2.8.12	Implementation Plan	<p>In MS Word format, the Implementation Plan shall be delivered to the TO Manager and shall include scope, approach and a checklist of detailed steps for each task to be conducted during implementation to include:</p> <ul style="list-style-type: none"> • Implementation Tasks • Estimated start and end times • Resource(s) conducting each task 	Deliverable due as determined by the Approved Project Schedule
2	2.8.13	System Administration Manual	<p>In MS Word format with system screen shots, the System Administration Manual shall be delivered to the TO Manager and shall include instructions on how to conduct all system administration functions.</p>	Deliverable due as determined by the Approved Project Schedule
2	2.8.14	Training Materials	<p>In MS Word format with system screen shots, the Training Materials shall be delivered to the TO Manager and shall include:</p> <p>A detailed plan for training to include:</p> <ul style="list-style-type: none"> • Training schedule • Training location(s) <p>Instructions on system use to accomplish all functional and technical requirements for:</p> <ul style="list-style-type: none"> • MIA business users • MIA system administrators • Licensees • Consumers 	Deliverable due as determined by the Approved Project Schedule

2	2.8.15	Deployment Diagram	<p>In MS Visio format, the Deployment diagram shall be delivered to the TO Manager and shall include all software artifacts and a description of the relationship between and contents for each:</p> <ul style="list-style-type: none"> • Integration Test Application and Database Node(s) • Production Application and Database Node(s) <p>Required for all custom developed code and COTS packages</p>	Deliverable due as determined by the Approved Project Schedule
2	2.8.16	Source Code	<p>In MS Visual Studio (2012 or greater) shall be delivered to the TO Manager and shall include:</p> <ul style="list-style-type: none"> • Project and Associated Files • Documented with comments <p>Required for all custom developed code</p>	Deliverable due as determined by the Approved Project Schedule
2	2.8.17	Production Ready ECTS	<p>Installed in the production environment fully integrated and operational ECTS meeting all functional and technical requirements</p>	Deliverable based on MIA User Acceptance
2	2.8.18	System Operation and Maintenance Plan	<p>In MS Word format, the System Operation and Maintenance plan shall detail how system support for the COTS package(s) and any custom developed code shall be provided by the TO Contractor and shall be delivered to the TO Manager and include:</p> <ul style="list-style-type: none"> • Service Level Agreement • System Upgrade 	Deliverable due prior to ECTS Project Phase 3

			<p>Schedule</p> <ul style="list-style-type: none"> • COTS Vendor Contact Information • TO Contractor Technical Support Staffing Plan 	
3	2.8.19	Technical Support	<p>TO Contractor shall provide on-site technical support for the ECTS solution for three (3) months after implementation to include:</p> <ul style="list-style-type: none"> • Help Desk resources to answer phone calls and record tickets in MIA eHelpDesk system • Tech support resources to research and resolve ECTS issues • Comply with Service Level Agreement 	
3	2.8.20	Transition-out Plan	<p>In MS Word format the Transition-out Plan shall be delivered to the TO Manager and shall include:</p> <ul style="list-style-type: none"> • Final version of all Project Documentation and Warranty Materials • Electronic media for COTS package(s) • Final version of source code • System risk factors and suggested solutions 	Deliverable due upon project completion and prior to final invoice
3	2.8.21	System Warranty	<p>TO Contractor shall provide a one year warranty for operations and maintenance support for all hardware and software components of the ECTS solution</p>	Deliverable due upon project completion and prior to final invoice

ALL	2.8.21	Weekly Status Reports	<p>A single page status report in MS Word format for the prior work week shall be delivered to the TO Manager and shall include:</p> <ul style="list-style-type: none"> • All tasks worked on / completed during the reporting period • Issues identified during the reporting period • Planned tasks to be worked for the next reporting period 	Due weekly
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2.9 MINIMUM QUALIFICATIONS

2.9.1 OFFEROR’S COMPANY MINIMUM QUALIFICATIONS

Only those Master Contractors that fully meet all minimum qualification criteria shall be eligible for TORFP proposal evaluation. The Master Contractor’s proposal and references will be used to verify minimum qualifications. Only Master Contractor qualifications may be used to demonstrate meeting company minimum qualifications. The Master Contractor’s proposal shall demonstrate meeting the following minimum requirements:

- 1) At least five (5) years of demonstrated experience implementing enterprise document management and case tracking systems to U.S. based commercial or government entities with at least 3,000 concurrent end-users. In addition, the engagements must meet the following criteria:
 - i) Each engagement must have lasted at least a year; and
 - ii) The Offeror must have provided system design, development, testing, and implementation services on each engagement
- 2) At least three (3) years of demonstrated experience designing, implementing, and maintaining clustered database environments with at least 1,000 concurrent users processing multiple transactions simultaneously.
- 3) At least three (3) years of demonstrated experience designing, developing, and implementing secure integrated web applications.
- 4) At least three (3) years of demonstrated experience architecting, installing, and supporting secure, scalable, and highly redundant technology infrastructure.
- 5) At least three (3) references from other state agencies or commercial organizations where similar services have been provided in the last three (3) years. These services shall have been, at minimum, satisfactorily performed by the Offeror.

2.9.2 OFFEROR'S PERSONNEL MINIMUM QUALIFICATIONS

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

For the personnel proposed under this TORFP, proposed resources must meet all minimum qualifications for the labor category proposed, as identified in the CATS + Master Contract Section 2.10 plus the following minimum qualifications. Resumes shall clearly outline starting dates and ending dates for each applicable experience or skill.

Master Contractors may only propose **four (4) named personnel** (key personnel) in response to this TORFP. All other planned positions shall be described generally in the Staffing Plan, and may not be used as evidence of fulfilling company or personnel minimum qualifications.

Four (4) proposed personnel must submit resumes and be available for interviews. Resumes shall clearly outline starting dates and ending dates for each applicable experience or skill. All other proposed personnel may be described generically via a staffing plan.

Key proposed personnel shall be provided as of the start of the project, and shall include the following:

- 1) Project Manager
- 2) Analyst, Computer Software / Integration (Senior)
- 3) Computer Programmer (Senior)
- 4) Quality Assurance Consultant (Senior)

The proposed staff shall meet the following minimum qualification criteria for the Master Contractor to be eligible for consideration in the evaluation of this TORFP. Criminal background investigation checks for the four key personnel must be completed within 30 business days after Master Contractor receives the notice of intended award.

The Master Contractor's **Project Manager** shall have:

- Must perform day-to-day management of the project, identify issues and risks and recommend possible issue and risk mitigation strategies associated with the project.
- Must act as a facilitator between a State agency and IT contractor. Is responsible for ensuring that work performed under TOs is within scope, consistent with requirements, and delivered on time and on budget.
- Must identify critical paths, tasks, dates, testing, and acceptance criteria. Provide solutions to improve efficiency (e.g., reduce costs while maintaining or improving performance levels).
- Must monitor issues and provide resolutions for up-to-date status reports. Demonstrate excellent writing and oral communications skills.
- At least five (5) years of demonstrated experience managing, multi-year application development projects and must demonstrate a leadership role in at least three successful projects that were delivered on time and on budget.
- At least five (5) years of demonstrated experience managing all phases of an SDLC
- At least five (5) years of demonstrated experience creating and managing COTS implementation project schedules

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

The Master Contractor's **Analyst, Computer Software / Integration (Senior)** shall meet the following minimum requirements:

- Must be knowledgeable in implementing computer systems in a phased approach of requirements analysis and conceptual design, site survey, system design review, critical design review, installation, integration, and testing.
- Must be knowledgeable in performing requirements analysis for a wide range of users in areas such as office automation, and finance and accounting. Must be able to present system designs for user approval at formal reviews.
- Must be capable of performing configuration management, software integration, interpreting software test results, and recommending solutions for unsatisfactory test results.
- Must be knowledgeable in life-cycle support, including maintenance, administration, and management. Must be able to provide solutions to identified software problem reports.
- Must have eight (8) years of progressive working experience as a computer specialist or a computer systems analyst.
- At least five (5) years of experience as a Computer Systems Analysts
- At least five (5) years of demonstrated experience designing, architecting, installing and supporting server infrastructure for a minimum of 1,000 users
- At least five (5) years of demonstrated experience designing, implementing and maintaining secure technology environments
- At least five (5) years of demonstrated experience with server security hardening in the Windows Hardware/Software Space
- At least five (5) years of demonstrated experience working with projects based on .NET and MS SQL technologies
- Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline. A Master's Degree is preferred.

The Master Contractor's **Computer Programmer (Senior)** shall meet the following minimum requirements:

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

- Must have eight (8) years of programming experience in software development, maintenance and deployment.
- At least five (5) years of experience in IT systems analysis and programming.
- At least five (5) years of demonstrated experience developing web applications using .Net technologies
- At least five (5) years of demonstrated experience developing databases using MS SQL technologies
- At least five (5) years of demonstrated experience with data migrations into MS SQL from various databases such as Sybase and MySQL
- Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field. A Master's Degree is preferred.

The Master Contractor's **Quality Assurance Consultant (Senior)** shall meet the following minimum requirements:

- Must provide quality management for information systems using the standard methodologies, techniques, and metrics for assuring product quality and key activities in quality management.
- Must establish capable processes, monitoring and control of critical processes and product mechanisms for feedback of performance, implementation of an effective root cause analysis and corrective action system, and continuous process improvement. Provide strategic quality plans in targeted areas of the organization.
- Must provide QA strategies to ensure continuous production of products consistent with established industry standards, government regulations and customer requirements. Develop and implement life cycle and QA methodologies and educate, and implement QA metrics.
- At least eight (8) years information systems quality assurance experience.
- At least five (5) years of experience working with statistical methods and quality standards. Must have good QA/process knowledge and possess superior written and verbal communication skills.
- At least five (5) years of demonstrated experience creating test plans and scripts for complex integrated applications using SDLC methodologies
- At least five (5) years of demonstrated experience using automated testing tools
- At least five (5) years of demonstrated experience conducting any of: system, user acceptance, security and performance tests on COTS applications
- Education: Bachelor's Degree from an accredited college or university in Engineering, Computer Science, Information Systems or other related discipline. A Master's degree preferred.

2.10 TO CONTRACTOR AND PERSONNEL PREFERRED REQUIREMENTS

The following qualifications are expected for each role proposed and will be evaluated as part of the TO Technical Proposal.

- At least five (5) years of demonstrated experience working with projects based on .NET and MS SQL technologies; At least five (5) years of demonstrated experience configuring and deploying applications on Apache or IIS servers;
- At least five (5) years of demonstrated experience with test-driven development (TDD).

2.11 RETAINAGE

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

2.12 INVOICING

Invoicing shall be submitted monthly. Invoicing shall reflect completion and acceptance of deliverables as defined in 2.8.4 and shall be accompanied by signed notice(s) of acceptance (DPAF) for all invoices submitted for payment. Payment of invoices will be withheld if a signed Acceptance of Deliverable Form (Attachment 9) is not submitted.

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS+ Master Contract. Proper invoices for payment shall contain the TO Contractor's Federal Tax Identification Number, as well as the information described below, and shall be submitted to the TO Manager for payment approval.

2.12.1 T&M Invoicing

Only applicable for T&M work orders or T&M work defined in a change order.

This procedure consists of the following requirements and steps:

- A) A proper invoice shall identify "MIA" as the recipient and contain the following information: date of invoice, TO Agreement number, deliverable description, deliverable number (e.g., "2.7.4.1."), period of performance covered by the invoice, a total invoice amount, and a TO Contractor point of contact with telephone number.
- B) The TO Contractor shall e-mail the original of each invoice and signed *document indicating TO Manager Acceptance* (e.g., DPAF for each deliverable being invoiced) at e-mail address: jim.langford@maryland.gov, with a copy to the TO Manager.
- C) 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.

Time sheets shall be submitted to the TO Manager for approval by signature. TO Manager acceptance of time sheets shall acknowledge the accuracy of the time reported on invoices.

2.12.2 FIXED PRICE INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

- A) A proper invoice shall identify “MIA” as the recipient and contain the following information: date of invoice, TO Agreement number, deliverable description, deliverable number (e.g., “2.8.4.1.”), period of performance covered by the invoice, a total invoice amount, and a TO Contractor point of contact with telephone number.
- B) The TO Contractor shall email the original of each invoice and signed DPAF (Attachment 9), for each deliverable being invoiced to the MIA at email address: jim.langford@maryland.gov, with a copy to the TO Manager.
- C) 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.
- D) Payment will only be made upon completion and acceptance of the deliverables as defined in Section 2.8.

2.13 WORK ORDER PROCESS

- A) Additional services will be provided via a Work Order process. 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 1.
- B) The TO Manager shall e-mail a Work Order Request (See Attachment 17) to the TO Contractor to provide services or resources that are within the scope of this TORFP. The Work Order Request will include:
 - 1) Technical requirements and description of the service or resources needed
 - 2) Performance objectives and/or deliverables, as applicable
 - 3) Due date and time for submitting a response to the request
 - 4) Required place(s) where work must be performed
- C) The TO Contractor shall e-mail a response to the TO Manager within the specified time and include at a minimum:
 - 1) A response that details the TO Contractor’s understanding of the work;
 - 2) A price to complete the Work Order Request using the format provided in Attachment 17;
 - 3) A description of proposed resources required to perform the requested tasks, with CATS+ labor categories listed in accordance with Attachment 1;
 - 4) An explanation of how tasks shall be completed. This description shall include proposed subcontractors and related tasks;
 - 5) State-furnished information, work site, and/or access to equipment, facilities, or personnel; and
 - 6) The proposed personnel resources, including any subcontractor personnel, to complete the task.

- D) For a T&M Work Order, the TO Manager will review the response and will confirm the proposed labor rates are consistent with this TORFP; For a fixed price Work Order, the TO Manager will review the response and will confirm the proposed prices are acceptable.
- E) The TO Manager may contact the TO Contractor to obtain additional information, clarification or revision to the Work Order, and will provide the Work Order to the TO Procurement Officer for approval. The TO Procurement Officer could issue a change order to the TORFP if appropriate.
- F) Proposed personnel on any type of Work Order shall be approved by the TO Manager. The TO Contractor shall furnish resumes of proposed personnel specifying their intended labor category from the CATS+ Labor Categories proposed in the TO Proposal. The TO Manager shall have the option to interview the proposed personnel. After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the personnel.
- G) The TO Manager will issue the NTP after the Work Order is approved and/or any interviews are completed.

2.14 WARRANTY PERIOD

TO Contractor shall warrant all work for one year after deployment into the production environment. Defects pertaining to or as a result of the work completed shall be repaired at no charge.

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SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

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

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

3.2 SUBMISSION

The TO Proposal shall be submitted via two e-mails, each not to exceed 25 MB.

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

- Subject line “CATS+ TORFP # MIA-15-002 Technical” plus the Master Contractor Name
- One attachment labeled “TORFP MIA-15-002 Technical - Attachments” containing all Technical Proposal Attachments (see Section 3.3 below), signed and in PDF format.
- One attachment labeled “TORFP MIA-15-002 Technical – Proposal” in Microsoft Word format (2007 or later).

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

- Subject line “CATS+ TORFP # MIA-15-002 Financial” plus the Master Contractor Name
- One attachment labeled “TORFP MIA-15-002 Financial” containing the Financial Proposal contents, signed and in PDF format.

3.3 SUMMARY OF ATTACHMENTS

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

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

- Attachment 2 - MBE Forms 1A - Signed PDF
- Attachment 4 – Conflict of Interest Affidavit and Disclosure - Signed PDF
- Attachment 5A and 5B - Attachment 5A Minimum Qualifications Summary and Attachment 5B Personnel Resume Form- Signed PDF
- Attachment 13 – Living Wage Affidavit of Agreement - Signed PDF
- Attachment 16 - Certification Regarding Investments in Iran - Signed PDF

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

- Attachment 1 Price Sheet – Signed PDF

3.4 TO PROPOSAL FORMAT

A TO Proposal shall contain the following sections in order:

3.4.1 TO TECHNICAL PROPOSAL

A) Proposed Services

- 1) Executive Summary: A one-page summary describing the Offeror’s understanding of the TORFP scope of work (Section 2) and the Master Contractor’s proposed solution.
- 2) Proposed Solution: A more detailed description of the Offeror’s understanding of the TORFP scope of work and proposed solution including the COTS software, hardware infrastructure and custom development methodology that will be used to meet the requirements in Appendix 20.

The Offeror should include a description of all COTS software components, hardware components and other devices included in its proposed solution, in a completed chart as follows:

COTS SOFTWARE		
Description	Proposed # of Units	Comments / Assumptions
HARDWARE COMPONENTS		
Description	Proposed # of Units	Comments / Assumptions
OTHER DEVICES		
Description	Proposed # of Units	Comments / Assumptions

B)

- 3) Solution Map to Requirements: A matrix or table that indicates which ECTS requirements will be supported by the proposed COTS software, which will require

custom developed code and which will not be met by the proposed solution. The Solution Map to Requirements shall be organized to exactly match the format and sequence of the requirements in Attachment 20.

- 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 Section 2 - Scope of Work. The WBS should reflect the chronology of tasks without assigning specific time frames or start / completion dates. The WBS may include tasks to be performed by the State or third parties, for example, independent quality assurance tasks. If the WBS appears as a deliverable in Section 2 – Scope of Work, the deliverable version will be a final version. Any subsequent versions shall be approved through a formal configuration or change management process.
- 5) Draft Project or Work Schedule: A Gantt or similar chart containing tasks and estimated time frames for completing the requirements and deliverables in Section 2 - Scope of Work. The final schedule should come later as a deliverable under the TO after the TO Contractor has had 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 2 - Scope of Work. Includes a description of strategies to mitigate risks. If the Risk Assessment appears as a deliverable in Section 2 – Scope of Work, that version will be a final version. Any subsequent versions should be approved through a formal configuration or change management process.
- 7) Assumptions: A description of any assumptions formed by the Offeror in developing the Technical Proposal. Offerors should avoid assumptions that counter or constitute exceptions to TORFP terms and conditions.
- 8) Tools the Master Contractor owns or proposes for use to design, develop, test, implement and maintain/support the proposed solution.

C) Compliance with Offeror’s Company Minimum Qualifications

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

Reference	Offeror Company Minimum Requirement	Evidence of Compliance
2.9.1.1	At least five (5) years of demonstrated experience implementing enterprise document management and case tracking systems to U.S. based commercial or government entities with at least 3,000 concurrent end-users. In addition, the engagements must meet the following criteria: i) Each engagement	Offeror documents evidence of compliance here.

	<p>must have lasted at least a year; and</p> <p>ii) The Offeror must have provided system design, development, testing, and implementation services on each engagement</p>	
2.9.1.2	<p>At least three (3) years of demonstrated experience designing, implementing, and maintaining clustered database environments with at least 1,000 concurrent users processing multiple transactions simultaneously.</p>	<p>Offeror documents evidence of compliance here.</p>
2.9.1.3	<p>At least three (3) years of demonstrated experience designing, developing, and implementing secure integrated web applications.</p>	<p>Offeror documents evidence of compliance here.</p>
2.9.1.4	<p>At least three (3) years of demonstrated experience architecting, installing and supporting secure, scalable, and highly redundant technology infrastructure.</p>	<p>Offeror documents evidence of compliance here.</p>
2.9.1.5	<p>At least three (3) references from other state agencies or commercial organizations where similar services described in have been provided in the last three (3) years. These services shall have been, at minimum, satisfactorily performed by the Offeror. Using the Client Reference Form (Attachment 21) provide name, address, a contact person and phone number for each of the three (3) references.</p>	

D) Proposed Personnel and TORFP Staffing

Offeror shall propose **exactly four (4) named resources** in response to this TORFP.

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

E) MBE, SBE Participation and VSBE Participation

Submit completed MBE documents Attachment 2 - Form 1A.

F) Subcontractors

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

G) Overall Offeror team organizational chart

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

H) Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide up to three examples of engagements or contracts the Master Contractor has completed that were similar to Section 2 - Scope of Work. Include contact information for each client organization complete with the following:
 - a) Name of organization.
 - b) Point of contact name, title, e-mail and telephone number (point of contact shall be accessible and knowledgeable regarding experience)
 - c) Services provided as they relate to Section 2 - Scope of Work.
 - d) Start and end dates for each example engagement or contract.

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

For each identified contract, the Master Contractor shall provide the following (if not already provided in sub paragraph 1 above):

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

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

I) State Assistance

Provide an estimate of expectation concerning participation by State personnel.

J) Confidentiality

A Master Contractor should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 10, Subtitle 6, of the State Government 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.

K) Proposed Facility

All work will be performed at the MIA located at the address noted above on the Key Information Summary Sheet.

3.4.2 TO FINANCIAL PROPOSAL

- A) A description of any assumptions on which the Master Contractor's TO Financial Proposal is based (Assumptions shall not constitute conditions, contingencies, or exceptions to the Price Sheet);

- B) Attachment 1A – Fixed Price Sheet containing three fixed price cost components, one for each of the following phases of the project:
- (1) Procurement and installation of proposed solution infrastructure hardware and COTS software
 - (2) Configuration/customization and implementation of the proposed solution
 - (3) Operation and maintenance support for the proposed solution for one year after implementation
- C) Attachment 1B– Price Sheet, completed in .PDF format with all proposed labor categories including all rates fully loaded. Master Contractors shall list all proposed resources by approved CATS+ labor categories in the Price Sheet. Prices shall be valid for 120 days.
- D) Master Contractors shall propose any labor categories likely, in the Master Contractor’s experience, to be needed to support additional elements of the project not explicitly covered by the fixed price scope of this TORFP. Proposed rates are not to 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.

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SECTION 4 - TASK ORDER AWARD PROCESS

4.1 OVERVIEW

The TO Contractor will be selected from among all eligible Master Contractors within the appropriate Functional Area responding to the CATS+ TORFP. In making the TO Agreement award determination, the MIA will consider all information submitted in accordance with Section 3.

4.2 TO PROPOSAL EVALUATION CRITERIA

The following are technical criteria for evaluating a TO Proposal in descending order of importance. Failure to meet the minimum company personnel qualifications shall render a TO Proposal not reasonably susceptible for award:

- A) The overall feasibility and fit of the proposed solution in meeting MIA functional and technical requirements, as described in the Master Contractor's TO Technical Proposal
- B) The overall experience, capability and references for the Master Contractor as described in the Master Contractor's TO Technical Proposal.
- C) The Master Contractor's overall understanding of the TORFP Scope of Work – Section 2. Level of understanding will be determined by the quality and accuracy of the technical proposal in adherence with Section 3.4.
- D) The capability of the proposed resources to perform the required tasks and produce the required deliverables in the TORFP Scope of Work – Section 2. Capability will be determined from each proposed individual's resume, reference checks, and oral presentation (See Section 1.5 Oral Presentations/Interviews).
- E) The ability for the Master Contractor to meet staffing expectations relative to supplying additional personnel for this TORFP meeting qualifications in Section 2.9 and 2.10.
- F) Demonstration of how the Master Contractor plans to staff the task order at the levels set forth in Section 2, and also for potential future resource requests.

4.3 SELECTION PROCEDURES

- A) TO Proposals will be assessed throughout the evaluation process for compliance with the minimum qualifications listed in Section 2 of this TORFP, and quality of responses to Section 3.4.1 TO Technical Proposal.
- B) Oral Presentations will be required, to include attendance-by all proposed personnel from all TO Proposals deemed technically qualified.
- C) For TO Proposals deemed technically qualified, the associated TO Financial Proposal will be opened. All others will be deemed not reasonably susceptible for award and the TO Procurement Officer will notify the Master Contractor it has not been selected to perform the work.
- D) For TO Proposals submitted via e-mail, MIA will contact Offerors for the password to access TO Financial Proposal data. The TO Procurement Officer will only contact those Offerors with TO Proposals that are reasonably susceptible for award. Offerors that are unable to provide a password that opens the TO Financial Proposal documents will be deemed not susceptible for award. Subsequent submissions of financial content will not be allowed.

- E) Qualified TO Financial Proposal responses will be reviewed and ranked from lowest to highest price proposed.
- F) The most advantageous TO Proposal considering both the technical and financial submissions shall be selected for TO award. In making this selection, technical merit or price has greater weight.
- G) All Master Contractors submitting a TO Proposal shall receive written notice from the TO Procurement Officer identifying the awardee.

4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

Commencement of work in response to a TO Agreement shall be initiated only upon issuance of a fully executed TO Agreement, a Non-Disclosure Agreement (To Contractor), a Purchase Order, and by a Notice to Proceed authorized by the TO Procurement Officer. See Attachment 7 - Notice to Proceed (sample). Prior to each individual commencing work on this TO, each Contractor personnel shall have completed a criminal background check and the form in Attachment 19 submitted.

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LIST OF ATTACHMENTS

Attachment Label	Attachment Name	Applicable to this TORFP?	Submit with Proposal?*(Submit, Do Not Submit, N/A)
Attachment 1	Price Sheet	Applicable	Submit with TO Financial Proposal
Attachment 2	Minority Business Enterprise Participation (Attachments 1A-5)	Applicable	Submit with TO Technical Proposal
Attachment 3	Task Order Agreement (TO Agreement)	Applicable	Do Not Submit with Proposal
Attachment 4	Conflict of Interest Affidavit and Disclosure	Applicable	Submit with TO Technical Proposal
Attachment 5	Labor Classification Personnel Resume Summary	Applicable	Submit with TO Technical Proposal
Attachment 6	Pre-Proposal Conference Directions	Applicable	Do Not Submit with Proposal
Attachment 7	Notice to Proceed (Sample)	Applicable	Do Not Submit with Proposal
Attachment 8	Agency Receipt of Deliverable Form	Applicable	Do Not Submit with Proposal
Attachment 9	Agency Deliverable Product Acceptance Form (DPAF)	Applicable	Do Not Submit with Proposal
Attachment 10	Non-Disclosure Agreement (Offeror)	Applicable	Submit with TO Technical Proposal
Attachment 11	Non-Disclosure Agreement (TO Contractor)	Applicable	Do Not Submit with Proposal
Attachment 12	TO Contractor Self-Reporting Checklist	Applicable	Do Not Submit with Proposal
Attachment 13	Living Wage Affidavit of Agreement	Applicable	Submit with TO Technical Proposal
Attachment 14	Mercury Affidavit	Applicable	Submit with TO Technical Proposal
Attachment 15	Veteran Owned Small Business Enterprise Utilization Affidavit	Not Applicable	N/A
Attachment 16	Certification Regarding Investments in Iran	Applicable	Submit with TO Technical Proposal
Attachment 17	Sample Work Order	Applicable	Do Not Submit with Proposal
Attachment 18	Performance Evaluation Form	Not Applicable	N/A
Attachment 19	Criminal Background Check Affidavit	Applicable	N/A
Attachment 20	Solution Map to Requirements	Applicable	<i>Submit with TO Technical Proposal</i>

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

ATTACHMENT 1 A PRICE SHEET

PRICE SHEET (FIXED PRICE) FOR CATS+ TORFP # MIA-15-002

Fixed Price by Deliverable			
Project Milestone #	Deliverable Reference #	Description	Fixed Price
1	2.8.1 and 2.8.2	Project Management Plan and System Integration Document	\$
1	2.8.3	COTS Software Licenses	\$
1	2.8.4 and 2.8.5	Server Hardware and Maintenance Documentation	\$
1	2.8.	Installation of ECTS Development, Integration Test and Production Environments	\$
Milestone 1 Total Price			\$
Project Milestone #	Deliverable Reference #	Description	Fixed Price
2	2.8.7, 2.8.8, 2.8.9 and 2.8.10	System Design Document, Development Plan, Data Conversion Plan, and Test Plans	\$
2	2.8.11, 2.8.12, 2.8.13, 2.8.14, 2.8.15 and 2.8.16	Test Results Report , Implementation Plan, System Administration Manual, Training Materials, Deployment Diagram and Source Code	\$
2	2.8.17-and 2.8.18	Production Ready ECTS and System Operation and Maintenance Plan	\$
Milestone 2 Total Price			\$ -
Project Milestone #	Deliverable Reference #	Description	Fixed Price
3	2.8.19	On-site Technical Support	\$
3	2.8.20	Transition-Out Plan	\$
3	2.8.21	One Year Operation and Maintenance Warranty	\$
Milestone 3 Total Price			\$ -

Summary Table

Phases	Evaluated Price
Milestone 1 - Total Price	\$
Milestone 2 - Total Price	\$
Milestone 3 - Total Price	\$
Total Evaluated Price (Phase 1 –3)	\$

ATTACHMENT 1B - PRICE PROPOSAL (TIME AND MATERIALS) FOR CATS+ TORFP # ADPICS PO

A year for this task order shall be calculated as one calendar year from NTP. **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 in effect on the TO Proposal due date.

Job Title from TORFP	CATS+ Labor Category Proposed by Master Contractor	Fixed Hourly Labor Category Rate (A)
Year 1		
Project Manager	Insert CATS+ Labor Category	\$
Analyst, Computer Software / Integration (Senior)	Insert CATS+ Labor Category	\$
Computer Programmer (Senior)	Insert CATS+ Labor Category	\$
Quality Assurance Consultant (Senior)	Insert CATS+ Labor Category	\$
Tech Support Resource	Insert CATS+ Labor Category	\$
Year 2		
Project Manager	Insert CATS+ Labor Category	\$
Analyst, Computer Software / Integration (Senior)	Insert CATS+ Labor Category	\$
Computer Programmer (Senior)	Insert CATS+ Labor Category	\$
Quality Assurance Consultant (Senior)	Insert CATS+ Labor Category	\$
	Insert CATS+ Labor Category	\$
Year 3		
Project Manager	Insert CATS+ Labor Category	\$
	Insert CATS+ Labor Category	\$
Analyst, Computer Software / Integration (Senior)	Insert CATS+ Labor Category	\$
Computer Programmer (Senior)	Insert CATS+ Labor Category	\$
Quality Assurance -Consultant (Senior)	Insert CATS+ Labor Category	\$
Tech Support Resource	Insert CATS+ Labor Category	\$
Year 4		
Project Manager	Insert CATS+ Labor Category	\$

Job Title from TORFP	CATS+ Labor Category Proposed by Master Contractor	Fixed Hourly Labor Category Rate (A)
Analyst, Computer Software / Integration (Senior)	Insert CATS+ Labor Category	\$
Computer Programmer (Senior)	Insert CATS+ Labor Category	\$
Quality Assurance Consultant (Senior)	Insert CATS+ Labor Category	\$
Tech Support Resource	Insert CATS+ Labor Category	\$
Year 5		
Project Manager	Insert CATS+ Labor Category	\$
Analyst, Computer Software / Integration (Senior)	Insert CATS+ Labor Category	\$
Computer Programmer (Senior)	Insert CATS+ Labor Category	\$
Quality Assurance Consultant (Senior)	Insert CATS+ Labor Category	\$
Tech Support Resource	Insert CATS+ Labor Category	\$

Authorized Individual Name

Company Name

Title

Company Tax ID #

Signature

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 2 MINORITY BUSINESS ENTERPRISE FORMS

TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING REQUIREMENTS

CATS+ TORFP #MIA-15-002

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

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

**ATTACHMENT 2 -1A MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT &
MBE PARTICIPATION SCHEDULE****INSTRUCTIONS****PLEASE READ BEFORE COMPLETING THIS FORM**

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

1. Contractor shall structure its procedures for the performance of the work required in this Contract to attempt to achieve the minority business enterprise (MBE) subcontractor participation goal stated in the Invitation for Bids or Request for Proposals. Contractor agrees to exercise good faith efforts to carry out the requirements set forth in these Instructions, as authorized by the Code of Maryland Regulations (COMAR) 21.11.03.
2. MBE Goals and Subgoals: Please review the solicitation for information regarding the Contract's MBE overall participation goals and subgoals. After satisfying the requirements for any established subgoals, the Contractor is encouraged to use a diverse group of subcontractors and suppliers from any/all of the various MBE classifications to meet the remainder of the overall MBE participation goal.
3. MBE means a minority business enterprise that is certified by the Maryland Department of Transportation ("MDOT"). Only entities certified by MDOT may be counted for purposes of achieving the MBE participation goals. In order to be counted for purposes of achieving the MBE participation goals, the MBE firm, including a MBE prime, must be MDOT-certified for the services, materials or supplies that it is committed to perform on the MBE Participation Schedule.
4. Please refer to the MDOT MBE Directory at www.mdot.state.md.us to determine if a firm is certified with the appropriate North American Industry Classification System ("NAICS") Code **and** the product/services description (specific product that a firm is certified to provide or specific areas of work that a firm is certified to perform). For more general information about NAICS, please visit www.naics.com. Only those specific products and/or services for which a firm is certified in the MDOT Directory can be used for purposes of achieving the MBE participation goals. **WARNING:** If the firm's NAICS Code is in graduated status, such services/products **may not be counted** for purposes of achieving the MBE participation goals. A NAICS Code is in the graduated status if the term "Graduated" follows the Code in the MDOT MBE Directory.
5. **NOTE: New Guidelines Regarding MBE Prime Self-Performance.** Please note that when a certified MBE firm participates as a prime contractor on a contract, a procurement agency may count the distinct, clearly defined portion of the work of the contract that the certified MBE firm performs with its own forces toward fulfilling up to fifty-percent (50%) of the MBE participation goal (overall) and up to one hundred percent (100%) of not more than one of the MBE participation subgoals, if any, established for the contract. In order to receive credit for self-performance, an MBE prime must list its firm in Section 4A of the MBE Participation Schedule, including the certification category under which the MBE prime is self-performing and include information regarding the work it will self-

perform. For the remaining portion of the overall goal and the subgoals, the MBE prime must also identify other certified MBE subcontractors (see Section 4B of the MBE Participation Schedule) used to meet those goals or request a waiver. For example, for a construction contract that has a 27% MBE overall participation goal and subgoals of 7% for African American firms and 4% for Asian American firms, subject to Section 4 above and this Section 5, a certified African American MBE prime can self-perform (a) up to 13.5 % of the overall goal and (b) up to 7% of the African American subgoal. The remainder of the overall goal and subgoals would have to be met with other certified MBE firms or a waiver request.

For a services contract with a 30% percent MBE participation goal (overall) and subgoals of 7% for African-American firms, 4% for Asian American firms and 12% for women-owned firms, subject to Sections 4 above and this Section 5, a dually-certified Asian American/Woman MBE prime can self-perform (a) up to 15% of the overall goal and (b) up to four percent (4%) of the Asian American subgoal OR up to twelve percent (12%) of the women subgoal. Because it is dually-certified, the company can be designated as only ONE of the MBE classifications (Asian American or women) but can self-perform up to one hundred percent (100%) of the stated subgoal for the single classification it selects.

6. Subject to the restrictions stated in Section 5 above, when a certified MBE that performs as a participant in a joint venture, a procurement agency may count a portion of the total dollar value of the contract equal to the distinct, clearly-defined portion of the work of the contract that the certified MBE performs with its own forces toward fulfilling the contract goal, and not more than one of the contract subgoals, if any. For example, if a MBE firm is a joint venture partner and the State determines that it is performing with its own forces 35 percent of the work in the contract, it can use this portion of the work towards fulfilling up to fifty percent (50%) of the overall goal and up to one hundred percent (100%) of one of the stated subgoals, if applicable.

7. As set forth in COMAR 21.11.03.12-1, once the Contract work begins, the work performed by a certified MBE firm, including an MBE prime, can only be counted towards the MBE participation goal(s) if the MBE firm is performing a commercially useful function on the Contract. Please refer to COMAR 21.11.03.12-1 for more information regarding these requirements.

8. If you have any questions as to whether a firm is certified to perform the specific services or provide specific products, please contact MDOT’s Office of Minority Business Enterprise at 1-800-544-6056 or via email to mbe@mdot.state.md.us sufficiently prior to the submission due date.

9. Worksheet: The percentage of MBE participation, calculated using the percentage amounts for all of the MBE firms listed on the Participation Schedule **MUST** at least equal the MBE participation goal **and** subgoals (if applicable) set forth in the solicitation. If a bidder/offeror is unable to achieve the MBE participation goal and/or any subgoals (if applicable), the bidder/offeror must request a waiver in Item 1 of the MBE Utilization and Fair Solicitation Affidavit (Attachment 2-1A) or the bid will be deemed not responsive, or the proposal determined to be not susceptible of being selected for award. You may wish to use the Subgoal summary below to assist in calculating the percentages and confirm that you have met the applicable MBE participation goal and subgoals, if any.

Subgoals (if applicable)

Total African American MBE Participation: _____%

Total Asian American MBE Participation: _____%

Total Hispanic American MBE Participation: _____%

Total Women-Owned MBE Participation: _____%

Overall Goal

Total MBE Participation (include all categories): _____%

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

This MBE Utilization and Fair Solicitation Affidavit and MBE Participation Schedule **MUST BE** included with the bid/proposal for any solicitation with an MBE goal greater than 0%. If the Bidder/offeror fails to accurately complete and submit this Affidavit and Schedule with the bid or offer as required, the TO Procurement Officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

In conjunction with the bid or offer submitted in response to Solicitation No. _____, I affirm the following:

1. MBE Participation (PLEASE CHECK ONLY ONE)

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

____ percent African American-owned MBE firms
 ____ percent Asian American-owned MBE firms
 ____ percent Hispanic American-owned MBE firms
 ____ percent Woman-Own2-owned MBE firms

Therefore, I am not seeking a waiver pursuant to COMAR 21.11.03.11.

Notwithstanding any subgoals established above, the Contractor is encouraged to use a diverse group of subcontractors and suppliers from any/all of the various MBE classifications to meet the remainder of the overall MBE participation goal.

OR

- I conclude that I am unable to achieve the MBE participation goal and/or subgoals. I hereby request a waiver, in whole or in part, of the overall goal and/or subgoals. Within 10 working days of receiving notice that our firm is the apparent awardee, I will submit completed Good Faith Efforts Documentation to Support Waiver Request (Attachment 2-1C) and all required waiver documentation in accordance with COMAR 21.11.03.

2. Additional MBE Documentation

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

- (a) Outreach Efforts Compliance Statement (Attachment 2-2);
- (b) MBE Subcontractor Project Participation Statement (Attachment 2-3);
- (c) Any other documentation, including waiver documentation if applicable, required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal and subgoals, if any.

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

3. Information Provided to MBE firms

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

4. MBE Participation Schedule

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

Prime Contractor: (Firm Name, Address, Phone)	Project Description:
Project Number:	

LIST INFORMATION FOR EACH CERTIFIED MBE FIRM YOU AGREE TO USE TO ACHIEVE THE MBE PARTICIPATION GOAL AND SUBGOALS, IF ANY.

MBE PRIMES: PLEASE COMPLETE BOTH SECTIONS A AND B BELOW.

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

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

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

CONTINUE ON SEPARATE PAGE IF NEEDED

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

 Bidder/Offeror Name
 (PLEASE PRINT OR TYPE)

 Signature of Authorized Representative

 Address

 Printed Name and Title

 City, State and Zip Code

 Date

SUBMIT AS INSTRUCTED IN TORFP

ATTACHMENT 2 1B: WAIVER GUIDANCE

GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET MBE PARTICIPATION GOALS

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

I. Definitions

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

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

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

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

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

II. Types of Actions Agency will Consider

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

A. Identify Bid Items as Work for MBE Firms

1. Identified Items of Work in Procurements

(a) Certain procurements will include a list of bid items identified during the goal setting process as possible work for performance by MBE Firms. If the procurement provides a list of Identified Items of Work, the bidder/offeror shall make all reasonable efforts to solicit quotes from MBE Firms to perform that work.

(b) Bidders/Offerors may, and are encouraged to, select additional items of work to be performed by MBE Firms to increase the likelihood that the MBE Goal(s) will be achieved.

2. Identified Items of Work by Bidders/Offerors

(a) When the procurement does not include a list of Identified Items of Work or for additional Identified Items of Work, bidders/offerors should reasonably identify sufficient items of work to be performed by MBE Firms.

(b) Where appropriate, bidders/offerors should break out contract work items into economically feasible units to facilitate MBE participation, rather than perform these work items with their own forces. The ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder/offeror of the responsibility to make Good Faith Efforts.

B. Identify MBE Firms to Solicit

1. MBE Firms Identified in Procurements

(a) Certain procurements will include a list of the MBE Firms identified during the goal setting process as available to perform the items of work. If the procurement provides a list of Identified MBE Firms, the bidder/offeror shall make all reasonable efforts to solicit those MBE firms.

(b) Bidders/offerors may, and are encouraged to, search the MBE Directory to identify additional MBEs who may be available to perform the items of work, such as MBEs certified or granted an expansion of services after the solicitation was issued.

2. MBE Firms Identified by Bidders/Offerors

(a) When the procurement does not include a list of Identified MBE Firms, bidders/offerors should reasonably identify the MBE Firms that are available to perform the Identified Items of Work.

(b) Any MBE Firms identified as available by the bidder/offeror should be certified to perform the Identified Items of Work.

C. Solicit MBEs

1. Solicit all Identified Firms for all Identified Items of Work by providing written notice. The bidder/offeror should:
 - (a) provide the written solicitation at least 10 days prior to bid opening to allow sufficient time for the MBE Firms to respond;
 - (b) send the written solicitation by first-class mail, facsimile, or email using contact information in the MBE Directory, unless the bidder/offeror has a valid basis for using different contact information; and
 - (c) provide adequate information about the plans, specifications, anticipated time schedule for portions of the work to be performed by the MBE, and other requirements of the contract to assist MBE Firms in responding. (This information may be provided by including hard copies in the written solicitation or by electronic means as described in C.3 below.)
2. “All” Identified Firms includes the MBEs listed in the procurement and any MBE Firms you identify as potentially available to perform the Identified Items of Work, but it does not include MBE Firms who are no longer certified to perform the work as of the date the bidder/offeror provides written solicitations.
3. “Electronic Means” includes, for example, information provided via a website or file transfer protocol (FTP) site containing the plans, specifications, and other requirements of the contract. If an interested MBE cannot access the information provided by electronic means, the bidder/offeror must make the information available in a manner that is accessible to the interested MBE.
4. Follow up on initial written solicitations by contacting MBEs to determine if they are interested. The follow up contact may be made:
 - (a) by telephone using the contact information in the MBE Directory, unless the bidder/offeror has a valid basis for using different contact information; or
 - (b) in writing *via* a method that differs from the method used for the initial written solicitation.
5. In addition to the written solicitation set forth in C.1 and the follow up required in C.4, use all other reasonable and available means to solicit the interest of MBE Firms certified to perform the work of the contract. Examples of other means include:
 - (a) attending any pre-bid meetings at which MBE Firms could be informed of contracting and subcontracting opportunities; and
 - (b) if recommended by the procurement, advertising with or effectively using the services of at least two minority focused entities or media, including trade associations, minority/women community organizations, minority/women contractors' groups, and local, state, and federal minority/women business assistance offices listed on the MDOT Office of Minority Business Enterprise website.

D. Negotiate With Interested MBE Firms

Bidders/Offerors must negotiate in good faith with interested MBE Firms.

1. Evidence of negotiation includes, without limitation, the following:
 - (a) the names, addresses, and telephone numbers of MBE Firms that were considered;

- (b) a description of the information provided regarding the plans and specifications for the work selected for subcontracting and the means used to provide that information; and
- (c) evidence as to why additional agreements could not be reached for MBE Firms to perform the work.
2. A bidder/offeror using good business judgment would consider a number of factors in negotiating with subcontractors, including MBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration.
3. The fact that there may be some additional costs involved in finding and using MBE Firms is not in itself sufficient reason for a bidder's/offeror's failure to meet the contract MBE goal(s), as long as such costs are reasonable. Factors to take into consideration when determining whether a MBE Firm's quote is excessive or unreasonable include, without limitation, the following:
- (a) the dollar difference between the MBE subcontractor's quote and the average of the other subcontractors' quotes received by the bidder/offeror;
- (b) the percentage difference between the MBE subcontractor's quote and the average of the other subcontractors' quotes received by the bidder/offeror;
- (c) the percentage that the MBE subcontractor's quote represents of the overall contract amount;
- (d) the number of MBE firms that the bidder/offeror solicited for that portion of the work;
- (e) whether the work described in the MBE and Non-MBE subcontractor quotes (or portions thereof) submitted for review is the same or comparable; and
- (f) the number of quotes received by the bidder/offeror for that portion of the work.
4. The above factors are not intended to be mandatory, exclusive, or exhaustive, and other evidence of an excessive or unreasonable price may be relevant.
5. The bidder/offeror may not use its price for self-performing work as a basis for rejecting a MBE Firm's quote as excessive or unreasonable.
6. The "average of the other subcontractors' quotes received" by the bidder/offeror refers to the average of the quotes received from all subcontractors. Bidder/offeror should attempt to receive quotes from at least three subcontractors, including one quote from a MBE and one quote from a Non-MBE.
7. A bidder/offeror shall not reject a MBE Firm as unqualified without sound reasons based on a thorough investigation of the firm's capabilities. For each certified MBE that is rejected as unqualified or that placed a subcontract quotation or offer that the bidder/offeror concludes is not acceptable, the bidder/offeror must provide a written detailed statement listing the reasons for this conclusion. The bidder/offeror also must document the steps taken to verify the capabilities of the MBE and Non-MBE Firms quoting similar work.
- (a) The factors to take into consideration when assessing the capabilities of a MBE Firm, include, but are not limited to the following: financial capability, physical capacity to perform, available personnel and equipment, existing workload, experience performing the type of work, conduct and performance in previous contracts, and ability to meet reasonable contract requirements.

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

E. Assisting Interested MBE Firms

When appropriate under the circumstances, the decision-maker will consider whether the bidder/offeree:

1. made reasonable efforts to assist interested MBE Firms in obtaining the bonding, lines of credit, or insurance required by the procuring agency or the bidder/offeree; and
2. made reasonable efforts to assist interested MBE Firms in obtaining necessary equipment, supplies, materials, or related assistance or services.

III. Other Considerations

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

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

IV. Documenting Good Faith Efforts

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

A. Items of Work (Complete Good Faith Efforts Documentation Attachment 2-1C, Part 1)

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

B. Outreach/Solicitation/Negotiation

1. The record of the bidder's/offeree's compliance with the outreach efforts prescribed by COMAR 21.11.03.09C(2)(a). (Complete Outreach Efforts Compliance Statement – Attachment 2-2).
2. A detailed statement of the efforts made to contact and negotiate with MBE Firms including:
 - (a) the names, addresses, and telephone numbers of the MBE Firms who were contacted, with the dates and manner of contacts (letter, fax, email, telephone, etc.) **(Complete Good Faith Efforts**

Attachment 2-1C Part 2, and submit letters, fax cover sheets, emails, etc. documenting solicitations); and

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

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

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

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

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

D. Other Documentation

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

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

Exhibit A
MBE Subcontractor Unavailability Certificate

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

located at _____
(Number) (Street)

(City) (State) (Zip)

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

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

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

MDOT Certification # Telephone #

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

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

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

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

Page __ of __

Prime Contractor:	Project Description:
Solicitation Number:	

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

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

Company Name

Signature of Representative

Address

Printed Name and Title

City, State and Zip Code

Date

GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST

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

Page __ of __

Prime Contractor:	Project Description:
Solicitation Number:	

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

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

Please check if Additional Sheets are attached.

GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST

Part 2 – identified MBE firms and record of solicitations

Page __ of __

Prime Contractor:	Project Description:
Solicitation Number:	

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

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

Please check if Additional Sheets are attached.

GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST

Part 3 – additional information regarding rejected MBE quotes

Page of

Prime Contractor:	Project Description:
Solicitation Number:	

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

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

Please check if Additional Sheets are attached.

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

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

In conjunction with the bid/proposal submitted in response to Solicitation No. MIA-15-002, I state the following:

1. Bidder/Offeror identified subcontracting opportunities in these specific work categories: _____

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

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

4. Please Check One:

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

5. Please Check One:

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

Company Name

Signature of Representative

Address

Printed Name and Title

City, State and Zip Code

Date

**ATTACHMENT 2 -3A: MBE ATTACHMENT
 MBE SUBCONTRACTOR PROJECT PARTICIPATION CERTIFICATION**

Please complete and submit one form for each certified MBE firm listed on the MBE Participation Schedule (Attachment 2-1A) within 10 Working Days of notification of apparent award. If the Bidder/Offeror fails to return this affidavit within the required time, the Procurement Officer may determine that the Bidder/Offeror is not responsible and therefore not eligible for Contract award.

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

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

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

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

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

ATTACHMENT 2 MBE ATTACHMENT 2-3B

MBE PRIME PROJECT PARTICIPATION CERTIFICATION

PLEASE COMPLETE AND SUBMIT THIS FORM TO ATTEST EACH SPECIFIC ITEM OF WORK THAT YOUR MBE FIRM HAS LISTED ON THE MBE PARTICIPATION SCHEDULE (ATTACHMENT 2-1A) FOR PURPOSES OF MEETING THE MBE PARTICIPATION GOALS. THIS FORM MUST BE SUBMITTED WITHIN 10 WORKING DAYS OF NOTIFICATION OF APPARENT AWARD. IF THE BIDDER/OFFEROR FAILS TO RETURN THIS AFFIDAVIT WITHIN THE REQUIRED TIME, THE PROCUREMENT OFFICER MAY DETERMINE THAT THE BIDDER/OFFEROR IS NOT RESPONSIBLE AND THEREFORE NOT ELIGIBLE FOR CONTRACT AWARD.

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

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

MBE PRIME CONTRACTOR

Signature of Representative:

Printed Name and Title:

Firm’s Name:

Federal Identification Number:

Address:

Telephone:

Date:

**RACTOR PAID/UNPAID MBE INVOICE
REPORT**

**Maryland Insurance Administration
Minority Business Enterprise Participation**

Prime Contractor Paid/Unpaid MBE Invoice Report

Report #: _____ Reporting Period (Month/Year): _____ Report is due to the MBE Officer by the 15th of the month following the month the services were provided. Note: Please number reports in sequence	Contract #: _____ Contracting Unit: _____ Contract Amount: _____ MBE Subcontract Amt: _____ Project Begin Date: _____ Project End Date: _____ Services Provided: _____
---	--

Prime Contractor:		Contact Person:	
Address:			
City:		State:	ZIP:
Phone:	FAX:	Email:	
MBE Subcontractor Name:		Contact Person:	
Phone:	FAX:		
Subcontractor Services Provided:			
List all payments made to MBE subcontractor named above during this reporting period:		List dates and amounts of any outstanding invoices:	
	Invoice#	Amount	
1.			1.
2.			2.
3.			3.
4.			4.
Total Dollars Paid: \$ _____		Total Dollars Unpaid: \$ _____	
<p>**If more than one MBE subcontractor is used for this contract, you must use separate 2-4A forms. Information regarding payments that the MBE prime will use for purposes of meeting the MBE participation goals must be reported separately in Attachment 2-4B. **Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred):</p>			
_____ Contract Manager			
_____ Contracting Unit			
(Department or Agency)			
_____		mailto: _____	

Signature: _____ Date: _____

(Required)

**ACTOR PAID/UNPAID MBE INVOICE
REPORT**

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

Report#: _____	Contract # _____
Reporting Period (Month/Year): _____	Contracting Unit: _____
Report is due by the 15th of the month following the month the services were performed.	MBE Subcontract Amount: _____
	Project Begin Date: _____
	Project End Date: _____
	Services Provided: _____

MBE Subcontractor Name: _____		
MDOT Certification #: _____		
Contact Person: _____	Email: _____	
Address: _____		
City: _____	State: _____	ZIP: _____
Phone: _____	FAX: _____	
Subcontractor Services Provided: _____		
List all payments received from Prime Contractor during reporting period indicated above.		List dates and amounts of any unpaid invoices over 30 days old.
Invoice Amount	Date	Invoice Amount Date
1. _____	_____	1. _____
2. _____	_____	2. _____
3. _____	_____	3. _____
4. _____	_____	4. _____
Total Dollars Paid: \$ _____		Total Dollars Unpaid: \$ _____
Prime Contractor: _____		Contact Person: _____
**Return one copy of this form to the following address (electronic copy with signature & date is preferred):		
_____ Contract Manager		
_____ Contracting Unit		
(Department or Agency)		
_____ mailto: _____		

Signature: _____ Date: _____
(Required)

ATTACHMENT 2 MBE ATTACHMENT 2-4B MBE PRIME CONTRACTOR REPORT

**Maryland Insurance Administration
Minority Business Enterprise Participation
MBE Prime Contractor Report**

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

Contact Person: _____		
Address: _____		
City: _____	State: _____	ZIP: _____
Phone: _____	Fax: _____	E-mail: _____

INVOICE NUMBER	VALUE OF THE WORK	NAICS CODE	DESCRIPTION OF SPECIFIC PRODUCTS AND/OR SERVICES

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

Signature: _____ Date: _____

_____ Contract Monitor _____ Contracting Unit (Department) _____ _____ _____

Signature: _____ Date: _____

(Required)

AID/UNPAID MBE INVOICE REPORT

Minority Business Enterprise Participation

Subcontractor Paid/Unpaid MBE Invoice Report

Report#: _____	Contract #
Reporting Period (Month/Year): _____	Contracting Unit:
Report is due by the 15th of the month following the month the services were performed.	MBE Subcontract Amount:
	Project Begin Date:
	Project End Date:
	Services Provided:

MBE Subcontractor Name:		
MDOT Certification #:		
Contact Person:		Email:
Address:		
City:	State:	ZIP:
Phone:	FAX:	
Subcontractor Services Provided:		
List all payments received from Prime Contractor during reporting period indicated above.		List dates and amounts of any unpaid invoices over 30 days old.
Invoice Amount	Date	Invoice Amount Date
1.		1.
2.		2.
3.		3.
4.		4.
Total Dollars Paid: \$ _____		Total Dollars Unpaid: \$ _____
Prime Contractor:		Contact Person:
**Return one copy of this form to the following address (electronic copy with signature & date is preferred):		
_____ Contract Manager		
_____ Contracting Unit		
Maryland Insurance Administration		
_____ mailto:		

Signature: _____ Date: _____
 (Required)

ATTACHMENT 3 TASK ORDER AGREEMENT

CATS+ TORFP# MIA-15-002 OF MASTER CONTRACT #060B2490023

This Task Order Agreement (“TO Agreement”) is made this day of Month, 2014 by and between _____ (TO Contractor) and the STATE OF MARYLAND, Maryland Insurance Administration.

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
 - a) “Agency” means the Maryland Insurance Administration, as identified in the CATS+ TORFP #MIA-15-002.
 - b) “CATS+ TORFP” means the Task Order Request for Proposals #MIA-15-002, dated MONTH DAY, 2014, including any addenda.
 - c) “Master Contract” means the CATS+ Master Contract between the Maryland Department of Information Technology and TO Contractor dated MONTH DAY, YEAR.
 - d) “TO Procurement Officer” means TO Procurement Officer. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
 - e) “TO Agreement” means this signed TO Agreement between Maryland Insurance Administration and TO Contractor.
 - f) “TO Contractor” means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is _____.
 - g) “TO Manager” means TO Manager of the Agency. 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 2 of the CATS+ TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
 - a) The TO Agreement,
 - b) Exhibit A – CATS+ TORFP
 - c) Exhibit B – TO Technical Proposal

d) Exhibit C – TO Financial Proposal

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

3. Time for Performance

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS+ TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of _____, commencing on the date of Notice to Proceed and terminating on **Month Day, Year**. At the sole option of the State, this TO Agreement may be extended one (1) one year option period for a total TO Agreement period ending on **Month, Day, Year**.

4. Consideration and Payment

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

4.2 Payments to the TO Contractor shall be made as outlined Section 2 of the CATS+ TORFP, but no later than thirty (30) days after the Agency's receipt of a proper invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.

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

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

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

TO Contractor Name

By: Type or Print TO Contractor POC _____

_____ Date

Witness: _____

STATE OF MARYLAND, MARYLAND INSURANCE ADMINISTRATION

By: insert name, TO Procurement Officer _____

_____ Date

Witness: _____

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

Assistant Attorney General

ATTACHMENT 4 CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

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

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

Date: _____ By: _____
(Authorized Representative and Affiant)

ATTACHMENT 5 LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY (INSTRUCTIONS)

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

Roles to propose:

- (1) Project Manager
 - (2) Analyst, Computer Software / Integration (Senior)
 - (3) Computer Programmer (Senior)
 - (4) Quality Assurance Consultant (Senior)
- c) A Master Contractor's entire TO Technical Proposal will be deemed not susceptible for award if any of the following occurs:
 - i) Failure to follow these instructions.
 - ii) Failure to propose a resource for each job title or labor category identified in the TORFP as a required submission.
 - iii) Failure of any proposed resource to meet minimum requirements as listed in this TORFP and in the CATS+ Master Contract.
 - iv) Placing content on the Minimum Qualifications Summary that is not also on the Personnel Resume Form. *The function of the Minimum Qualifications Summary is to aid the agency to make a minimum qualification determination. Information on the Minimum Qualification Summary must correspond with information on the Personnel Resume form and shall not contain additional content not found on the other form.*
 - v) A resource proposed in response to this TORFP is not available as of TO award. Substitutions prior to award are considered alternate proposals and will not be allowed.
 - d) Complete and sign the **Minimum Qualifications Summary** (Attachment 5A) and the **Personnel Resume Form** (Attachment 5B) for each resource proposed. Alternate resume formats are not allowed.
 - i) The **Minimum Qualifications Summary** demonstrates the proposed resource meets minimum qualifications for the labor category, as defined in the CATS+ Master Contract RFP Section 2.10, and any additional minimum requirements stated in this TORFP. For each minimum qualification, indicate the location on the Personnel Resume Form (5B) demonstrating meeting this requirement.

Only include the experience relevant to meeting a particular minimum qualification.

Every skill must be linked to specific work experience and/or education. *The Minimum Qualification Summary shall not contain content that cannot be correlated to the Personnel Resume form.*

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

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

ATTACHMENT 5 **5A – MINIMUM QUALIFICATIONS SUMMARY**
 CATS+ TORFP #MIA-15-002

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

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

Proposed Individual’s Name and Company/Sub-Contractor:	List how the proposed individual meets each requirement by including a reference to relevant entries in Form 5B									
LABOR CATEGORY TITLE – (INSERT CATS+ LABOR CATEGORY NAME)										
Education: Insert the education description from a. The CATS+ Master Contract RFP from Section 2.10 for the applicable labor category	(Identify school or institution Name; Address; Degree obtained and dates attended.)									
Generalized Experience: Insert the generalized experience description from the CATS+ RFP a. The CATS+ Master Contract RFP from Section 2.10 for the applicable labor category Provide dates in the format of MM/YY to MM/YY	(Identify specific work experiences from the resume that illustrate compliance with the Master Contract RFP Labor Category requirements for Generalized Experience.) <table border="1" style="width: 100%;"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>Job Title and Company</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td colspan="2" style="text-align: center;">Match to Form 5B:</td> <td><insert cross-reference(s) to the full description on Form 5B></td> </tr> </tbody> </table>	FROM	TO	Job Title and Company				Match to Form 5B:		<insert cross-reference(s) to the full description on Form 5B>
FROM	TO	Job Title and Company								
Match to Form 5B:		<insert cross-reference(s) to the full description on Form 5B>								
Specialized Experience: Insert the specialized experience description from the CATS+ RFP a. The CATS+ Master Contract RFP from Section 2.10 for the applicable labor category Provide dates in the format of MM/YY to MM/YY	(Identify specific work experiences from the resume that illustrate compliance with the Master Contract RFP Labor Category requirements for Specialized Experience.) <table border="1" style="width: 100%;"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>Job Title and Company</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td colspan="2" style="text-align: center;">Match to Form 5B:</td> <td><insert cross-reference to the full description on Form 5B></td> </tr> </tbody> </table>	FROM	TO	Job Title and Company				Match to Form 5B:		<insert cross-reference to the full description on Form 5B>
FROM	TO	Job Title and Company								
Match to Form 5B:		<insert cross-reference to the full description on Form 5B>								
TORFP Additional Requirements Minimum qualifications and required certifications as defined in Section 2.9 of this TORFP. Provide dates in the format of MM/YY to MM/YY										

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

Master Contractor Representative:

Signature Date

Proposed Individual:

Signature Date

ATTACHMENT 5 5B – PERSONNEL RESUME FORM
 CATS+ TORFP #MIA-15-002

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

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

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

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

Relevant Work Experience*

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

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

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

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

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

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

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

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

Master Contractor Representative:

 Signature Date

Proposed Individual:

 Signature Date

Instruction: Sign each form.

ATTACHMENT 6 PRE-PROPOSAL CONFERENCE DIRECTIONS

The Maryland Insurance Administration is located at the St. Paul Plaza building, at the intersection of St. Paul Place and Lexington Street in the middle of City Center. It is conveniently situated four blocks from the Inner Harbor and the financial district. It is also within minutes of several forms of mass transit and major interstates.

From I-95 North or South:

Take Exit 53 labeled "Downtown" and stay in lane for I-395 "Inner Harbor". Bear Right onto Conway Street. Turn left at the 2nd traffic light onto Charles Street. Stay straight on Charles Street and turn right at 6th traffic light at Lexington Street. On Lexington Street, turn left into garage entrance for Park-It of Maryland.

From I-83 North or South:

Take Exit 2 labeled "Pleasant Street". Turn right at the traffic light at the bottom of the ramp. Turn left at the 3rd traffic light onto St. Paul Street. Turn right at the second light onto Lexington Street. On Lexington Street, turn right into the garage entrance of Park-It of Maryland.

From Route 40 Heading West:

Take Route 40 towards Baltimore City. Turn left (south) onto St. Paul Street heading. Turn right at the third traffic light onto Lexington Street. On Lexington Street, turn right into the Park-It of Maryland garage entrance

From Route 40 Heading East:

Take Route 40 East (Mulberry Street). Turn right (south) onto St. Paul Street. Turn right at the second traffic light onto Lexington Street. On Lexington Street, turn right into the Park-It of Maryland garage entrance.

Mass Transit

Metro- Charles Street stop.

Light Rail- Lexington Market Stop.

MARC Train- Baltimore Camden Station.

Bus- St. Paul & Lexington Stop.

Visit www.mtamaryland.com for mass transit schedules.

ATTACHMENT 7 NOTICE TO PROCEED (SAMPLE)

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS+ Solicitation Number (TORFP #): MIA-15-002

Dear TO Contractor Contact:

This letter is your official Notice to Proceed as of Month Day, Year, for the above-referenced Task Order Agreement. Mr. / Ms. _____ of _____ (Agency Name) will serve as the TO Manager and your contact person on this Task Order. He / She can be reached at telephone

_____.

Enclosed is an original, fully executed Task Order Agreement and purchase order.

Sincerely,

TO Procurement Officer

Task Order Procurement Officer

Enclosures (2)

cc: TO Manager

Procurement Liaison Office, Department of Information Technology

Project Oversight Office, Department of Information Technology

ATTACHMENT 8 AGENCY RECEIPT OF DELIVERABLE FORM

I acknowledge receipt of the following:

Solicitation Name: Enterprise Complaint Tracking System Implementation Project

Solicitation Number (TORFP #): MIA-15-002

Title of Deliverable: _____

TORFP Reference Section # _____

Deliverable Reference ID # _____

Name of TO Manager: **TO Manager**

_____	_____
TO Manager Signature	Date Signed

Name of TO Contractor's Project Manager: _____

_____	_____
TO Contractor's Project Manager Signature	Date Signed

ATTACHMENT 9 AGENCY DELIVERABLE PRODUCT ACCEPTANCE FORM

Agency Name: Maryland Insurance Administration

Solicitation Name: Enterprise Complaint Tracking System Implementation Project

TO Manager: Paula Keen 410-468-2059

To:

The following deliverable, as required by Solicitation Number (TORFP #): # MIA-15-002 has been received and reviewed in accordance with the TORFP.

Title of deliverable: _____

TORFP Contract Reference Number: Section # _____

Deliverable Reference ID # _____

This deliverable:

Is accepted as delivered.

Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

TO Manager Signature

Date Signed

ATTACHMENT 10 NON-DISCLOSURE AGREEMENT (OFFEROR)

This Non-Disclosure Agreement (the "Agreement") is made this ___ day of _____, 20___, by and between _____ (hereinafter referred to as "the OFFEROR ") and the State of Maryland (hereinafter referred to as "the State").

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS+ TORFP # MIA-15-002 for Enterprise Complaint Tracking System Implementation Project. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to _____. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described above, the OFFEROR agrees as follows:

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

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

ATTACHMENT 11 NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made as of this ____ day of _____, 20__, by and between the State of Maryland ("the State"), acting by and through its Maryland Insurance Administration (the “Department”), and _____ (“TO Contractor”), a corporation with its principal business office located at _____ and its principal office in Maryland located at _____.

RECITALS

WHEREAS, the TO Contractor has been awarded a Task Order Agreement (the “TO Agreement”) for Enterprise Complaint Tracking System Implementation Project TORFP No. MIA-15-002 dated _____, (the “TORFP”) issued under the Consulting and Technical Services procurement issued by the Department, Project Number 060B2490023; and

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

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

1. Confidential Information means any and all information provided by or made available by the State to the TO Contractor in connection with the TO Agreement, 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 includes, by way of example only, information that the TO Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the TO Agreement.
2. TO Contractor shall not, without the State’s prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information provided by the State except for the sole and exclusive purpose of performing under the TO Agreement. TO Contractor shall limit access to the Confidential Information to the TO Contractor’s Personnel who have a demonstrable need to know such Confidential Information in order to perform under the TO Agreement and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of the TO Contractor’s Personnel are attached hereto and made a part hereof as Exhibit A. Each individual whose name appears on Exhibit A shall execute a copy of this Agreement and thereby be subject to the terms and conditions of this Agreement to the same extent as the TO Contractor. TO Contractor shall update Exhibit A by adding additional names as needed, from time to time.
3. If the TO Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the TO Contractor’s performance of the TORFP or who will otherwise have a role in performing any aspect of the TORFP, the TO Contractor shall first obtain the written consent of the State to any such dissemination. The State may grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion.
4. TO Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, to adopt or establish operating procedures and physical security measures, and to take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and to prevent all or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.
5. TO Contractor shall promptly advise the State in writing if it learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of the TO Contractor’s Personnel or the TO Contractor’s former Personnel. TO Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).

6. TO Contractor shall, at its own expense, return to the Department, all copies of the Confidential Information in its care, custody, control or possession upon request of the Department or on termination of the TO Agreement.
7. A breach of this Agreement by the TO Contractor or by the TO Contractor's Personnel shall constitute a breach of the Master Contract Agreement between the TO Contractor and the State.
8. TO Contractor acknowledges that any failure by the TO Contractor or the TO Contractor's Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the TO Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The TO Contractor consents to personal jurisdiction in the Maryland State Courts. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages from the TO Contractor and the TO Contractor's Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the TO Contractor or any of the TO Contractor's Personnel to comply with the requirements of this Agreement, the TO Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
9. TO Contractor and each of the TO Contractor's Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement and the TO Contractor shall provide originals of such executed Agreements to the State.
10. The parties further agree that:

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

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

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

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

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

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

TO Contractor/TO Contractor's Personnel: Maryland Insurance Administration:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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

Printed Name and Address
of Employee or Agent

Signature

Date

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

ATTACHMENT 12 TO CONTRACTOR SELF-REPORTING CHECKLIST

The purpose of this checklist is for CATS+ Master Contractors to self-report on adherence to procedures for task orders (TO) awarded under the CATS+ Master Contract. Requirements for TO management can be found in the CATS+ Master Contract RFP and at the TORFP level. The Master Contractor is requested to complete and return this form by the Checklist Due Date below. Master Contractors may attach supporting documentation as needed. Please send the completed checklist and direct any related questions to contractoversight.doit@maryland.gov with the TO number in the subject line.

Master Contractor:	
Master Contractor Contact / Phone:	
Procuring State Agency Name:	
TO Title:	
TO Number:	
TO Type (Fixed Price, T&M, or Both):	
Checklist Issue Date:	
Checklist Due Date:	
Section 1 – Task Orders with Invoices Linked to Deliverables	
A) Was the original TORFP (Task Order Request for Proposals) structured to link invoice payments to distinct deliverables with specific acceptance criteria? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, skip to Section 2.)	
B) Do TO invoices match corresponding deliverable prices shown in the accepted Financial Proposal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	
C) Is the deliverable acceptance process being adhered to as defined in the TORFP? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	
Section 2 – Task Orders with Invoices Linked to Time, Labor Rates and Materials	
A) If the TO involves material costs, are material costs passed to the agency without markup by the Master Contractor? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	
B) Are labor rates the same or less than the rates proposed in the accepted Financial Proposal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	
C) Is the Master Contractor providing timesheets or other appropriate documentation to support invoices? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	
Section 3 – Substitution of Personnel	
A) Has there been any substitution of personnel? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, skip to Section 4.)	
B) Did the Master Contractor request each personnel substitution in writing? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	

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

SUBMIT AS INSTRUCTED IN TORFP.

ATTACHMENT 13 LIVING WAGE AFFIDAVIT OF AGREEMENT

Contract No. _____
Name of Contractor _____
Address _____
City _____ State _____ Zip Code _____

If the Contract is Exempt from the Living Wage Law

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

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

If the Contract is a Living Wage Contract

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

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

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

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

Name of Authorized Representative: _____

Signature of Authorized Representative _____

Date: _____ Title: _____

Witness Name (Typed or Printed): _____

Witness Signature and Date: _____

ATTACHMENT 14 MERCURY AFFIDAVIT

AUTHORIZED REPRESENTATIVE THEREBY AFFIRM THAT:

I am the _____ (Title) and the duly authorized representative of _____ (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.

- (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 procurement officer and may be distributed to units of (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland;

(3) other states; and

(4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this affidavit or any contract resulting from the submission of this bid or 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

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

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP

ATTACHMENT 16 SAMPLE WORK ORDER

WORK ORDER		Work Order #	Contract #		
This Work Order is issued under the provisions of a The ECTS TO. The services authorized are within the scope of services set forth in the <i>Purpose</i> of the Work Order.					
Purpose					
<p>Statement of Work Requirements:</p> <p><u>Deliverable(s), Acceptance Criteria and Due Date(s):</u></p> <p>Deliverables are subject to review and approval by the Maryland Insurance Administration prior to payment. <i>(Attach additional sheets if necessary)</i></p>					
Start Date		End Date			
Cost					
Description for Task / Deliverables		Quantity (if applicable)	Labor Hours (Hrs.)	Labor Rate	Estimate Total
1.				\$	\$
2.				\$	\$
*Include WBS, schedule and response to requirements.		The Maryland Insurance Administration shall pay an amount not to exceed		\$	
TO Contractor			Agency Approval		
(Signature) TO Contractor Authorized Representative (Date)			(Signature) TO Manager (Date)		
POC		(Print Name)		TO Manager	
Telephone No.				(Print Name)	
E-mail:				TO Manager	
				Telephone No.	
				E-mail:	

ATTACHMENT 17 PERFORMANCE EVALUATION FORM
THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.

ATTACHMENT 19 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 MIA with a summary of the security clearance results for all of the candidates that will be working on Task Order ENTERPRISE COMPLAINT TRACKING SYSTEM (ECTS) IMPLEMENTATION PROJECT> << MIA-15-002>> 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

ATTACHMENT 20 REQUIREMENTS

See attached excel spreadsheet for ECTS Functional and Technical requirements.

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