



**CONSULTING AND TECHNICAL SERVICES II (CATS II)**

**TASK ORDER REQUEST FOR PROPOSALS (TORFP)**

**ENTERPRISE SERVICES SUPPORT**

**CATS II TORFP # C80B3400005**

**OFFICE OF THE PUBLIC DEFENDER**

**ISSUE DATE: NOVEMBER 9, 2012**

## TABLE OF CONTENTS

<b>SECTION 1 - ADMINISTRATIVE INFORMATION .....</b>	<b>5</b>
1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT .....	5
1.2 TO AGREEMENT .....	5
1.3 TO PROPOSAL SUBMISSIONS .....	5
1.4 ORAL PRESENTATIONS/INTERVIEWS .....	5
1.5 MINORITY BUSINESS ENTERPRISE (MBE) .....	5
1.6 CONFLICT OF INTEREST .....	5
1.7 NON-DISCLOSURE AGREEMENT .....	6
1.8 LIMITATION OF LIABILITY CEILING .....	6
1.9 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES .....	6
<b>SECTION 2 - SCOPE OF WORK .....</b>	<b>7</b>
2.1 PURPOSE .....	7
2.2 REQUESTING AGENCY BACKGROUND .....	7
2.3 ROLES AND RESPONSIBILITIES .....	7
2.4 PROJECT BACKGROUND .....	7
2.6 REQUIREMENTS .....	8
2.6.1 FUNCTIONAL / BUSINESS REQUIREMENTS – NETWORK SUPPORT .....	8
2.6.2 TECHNICAL REQUIREMENTS – NETWORK SUPPORT .....	8
2.6.3 NON-FUNCTIONAL, NON-TECHNICAL REQUIREMENTS – NETWORK SUPPORT .....	9
2.6.4 FUNCTIONAL / BUSINESS REQUIREMENTS – DATABASE SUPPORT .....	9
2.6.5 TECHNICAL REQUIREMENTS – DATABASE SUPPORT .....	10
2.6.6 NON-FUNCTIONAL, NON-TECHNICAL REQUIREMENTS – DATABASE SUPPORT .....	10
2.7 DELIVERABLES .....	10
2.7.1 DELIVERABLE SUBMISSION PROCESS .....	10
2.7.2 DELIVERABLE DESCRIPTIONS / ACCEPTANCE CRITERIA .....	11
2.8 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES .....	13
2.9 TO CONTRACTOR PERSONNEL EXPERTISE REQUIRED .....	13
2.10 TO CONTRACTOR MINIMUM QUALIFICATIONS .....	13
2.11 TO CONTRACTOR PERSONNEL MINIMUM QUALIFICATIONS .....	14
2.12 INVOICING .....	15
2.12.1 INVOICE SUBMISSION PROCEDURE .....	15
2.13 MBE PARTICIPATION REPORTS .....	15
2.14 PROFESSIONAL DEVELOPMENT .....	15
2.15 WORK HOURS .....	15
2.16 PERFORMANCE EVALUATION .....	16
2.17 PERFORMANCE PROBLEM MITIGATION .....	16
2.18 SUBSTITUTION OF PERSONNEL .....	16
2.19 SERVICE LEVEL AGREEMENT .....	16
<b>SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS .....</b>	<b>18</b>
3.1 REQUIRED RESPONSE .....	18
3.2 FORMAT .....	18
3.2.1 TECHNICAL PROPOSAL .....	18
3.2.2 FINANCIAL RESPONSE .....	19
<b>SECTION 4 – TASK ORDER AWARD PROCESS .....</b>	<b>20</b>
4.1 OVERVIEW .....	20
4.2 TECHNICAL PROPOSAL EVALUATION CRITERIA .....	20
4.3 SELECTION PROCEDURES .....	20
4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT .....	20

**ATTACHMENT 1 – SAMPLE PRICE PROPOSAL.....21**  
**ATTACHMENT 3 – TASK ORDER AGREEMENT .....32**  
**ATTACHMENT 4 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE.....35**  
**ATTACHMENT 5 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY .....36**  
**ATTACHMENT 6 – DIRECTIONS .....38**  
**ATTACHMENT 7 – NOTICE TO PROCEED .....39**  
**ATTACHMENT 8 – AGENCY RECEIPT OF DELIVERABLE FORM.....40**  
**ATTACHMENT 9 – AGENCY ACCEPTANCE OF DELIVERABLE FORM.....41**  
**ATTACHMENT 10 – NON-DISCLOSURE AGREEMENT (OFFEROR).....42**  
**ATTACHMENT 11 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR).....43**  
**ATTACHMENT 12 – TO CONTRACTOR SELF-REPORTING CHECKLIST.....45**  
**ATTACHMENT 13 – LIVING WAGE AFFIDAVIT OF AGREEMENT .....48**  
**EXHIBIT A .....49**

## KEY INFORMATION SUMMARY SHEET

This CATS II TORFP is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. All CATS II Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. Master Contractors choosing not to submit a proposal must submit a Master Contractor Feedback form. The form is accessible via your CATS II Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu. In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS II RFP issued by the Maryland Department of Information Technology and subsequent Master Contract Project Number 060B9800035, including any amendments.

<b>TORFP Title:</b>	Enterprise Services Support
<b>Functional Area:</b>	Enterprise Services FA 1
<b>TORFP Issue Date:</b>	11/09/2012
<b>Closing Date and Time:</b>	11/ 30/ 2012 at 5:00 PM
<b>TORFP Issuing Agency:</b>	Office of the Public Defender (OPD)
<b>Send Questions and Proposals to:</b>	Kathleen Mattis Email: <a href="mailto:kmattis@opd.state.md.us">kmattis@opd.state.md.us</a>
<b>TO Procurement Officer:</b>	Kathleen Mattis Office Phone Number: 410-767-8481 Office FAX Number: 410-333-4503
<b>TO Manager:</b>	Michael Cummings Office Phone Number: 410-223-3754 Office FAX Number: 410-223-3753
<b>TO Project Number:</b>	C80B3400005
<b>TO Type:</b>	Fixed Price
<b>Period of Performance:</b>	One (1) Year, Six (6) Month Option.
<b>MBE Goal:</b>	25 percent
<b>Small Business Reserve (SBR):</b>	No
<b>Primary Place of Performance:</b>	Office of the Public Defender, IT Division 201 East Baltimore Street, Suite 800 Baltimore, MD 21202
<b>TO Pre-proposal Conference:</b>	N/A

## SECTION 1 - ADMINISTRATIVE INFORMATION

### 1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement (TOA) scope issues, and for authorizing any changes to the TOA.

The TO Manager has the primary responsibility for the management of the work performed under the TOA; administration functions, including issuing written directions; ensuring compliance with the terms and conditions of the CATS II Master Contract; and, in conjunction with the selected Master Contractor, achieving on budget/on time/on target (e.g., within scope) completion of the Scope of Work.

### 1.2 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 TOA, 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 price proposal.

### 1.3 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 box. The TO Proposal is to be submitted via e-mail as two (2) attachments in MS Word format. **Please note that the OPD email system has a 10MB limit on email transmission.** The "subject" line in the e-mail submission shall state the TORFP # C80B3400005. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS II TORFP # C80B3400005 Technical". The second file will be the financial response to this CATS II TORFP and titled, "CATS II TORFP # C80B3400005 Financial". The following proposal documents must be submitted with required signatures as .PDF files with signatures clearly visible:

- Attachment 1 – Price Proposal
- Attachment 2 - MBE Forms D-1 and D-2
- Attachment 4 - Conflict of Interest and Disclosure Affidavit
- Attachment 13 – Living Wage Affidavit of Agreement

### 1.4 ORAL PRESENTATIONS/INTERVIEWS

All Master Contractors and proposed staff may be required to make an oral presentation to State representatives. 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 Contract is awarded. If OPD determines that oral presentations are warranted, the Procurement Officer will notify all Master Contractors of the time and place of oral presentations.

### 1.5 MINORITY BUSINESS ENTERPRISE (MBE)

A Master Contractor that responds to this TORFP shall complete, sign, and submit all required MBE documentation (Attachment 2 - Forms D-1 and D-2) at the time it submits its TO Proposal. **Failure of the Master Contractor to complete, sign, and submit all required MBE documentation at the time it submits its TO Proposal will result in the State's rejection of the Master Contractor's TO Proposal.**

### 1.6 CONFLICT OF INTEREST

The TO Contractor awarded the TOA shall provide IT technical and/or consulting services for State agencies or component programs with those agencies, and must do so impartially and without any conflicts of interest. Each Master Contractor shall complete and include a Conflict of Interest Affidavit in the form included as Attachment 4

this TORFP with its TO Proposal. 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 a Master Contractor's TO Proposal under COMAR 21.06.02.03B.

Master Contractors shall 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.

### **1.7 NON-DISCLOSURE AGREEMENT**

Certain system documentation may be available for potential Offerors to review at a reading room at the Office of the Public Defender in Baltimore, Maryland. Offerors 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 Officer of this TORFP to schedule an appointment.

In addition, certain documentation may be required by the TO Contractor awarded the TOA in order to fulfill the requirements of the TOA. The TO Contractor, employees and agents who review such documents will be required to sign, including but not limited to, a Non-Disclosure Agreement (TO Contractor) in the form of Attachment 11.

### **1.8 LIMITATION OF LIABILITY CEILING**

Pursuant to Section 27 (C) of the CATS II Master Contract, the limitation of liability per claim under this TORFP shall not exceed the total TOA amount.

### **1.9 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES**

Department of Information Technology (DoIT) is responsible for contract management oversight on the CATS II Master Contract. As part of that oversight, DoIT has implemented a process for self-reporting contract management activities of CATS II task orders (TO). This process shall typically apply to active TOs for operations and maintenance services valued at \$1 million or greater, but all CATS II 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 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 checklist. Subsequently, at six month intervals from the due date on the initial checklist, the TO Contractor shall update and resend the checklist to DoIT.

## SECTION 2 - SCOPE OF WORK

### 2.1 PURPOSE

The Office of the Public Defender is issuing this CATS II TORFP to obtain one (1) senior network support resource and one (1) senior database support resource. The senior network resource shall be required to manage OPD's Local Area Network (LAN), Wide Area Network (WAN), and related network administration tasks. The senior database support resource shall be required to provide Microsoft SQL Server Database Administration Services, including developing, enhancing, maintaining and supporting our mission critical business applications including ProLaw (case management) and HRIS (human resources). Both resources shall also support other current or future client/server and web-based systems.

The OPD reserves the option to make up to two (2) awards to two (2) Master Contractors (i.e. one resource from each Master Contractor). The OPD will evaluate the best candidate(s) from among all the proposals, and may award a portion of the total task separately to individual Master Contractors, based on the qualifications of the individual resources proposed.

### 2.2 REQUESTING AGENCY BACKGROUND

The Office of the Public Defender for the State of Maryland represents indigent defendants charged in criminal proceedings throughout the State of Maryland. OPD handles over 200,000 cases each year and has 920 total employees located in more than 50 locations throughout the State. OPD's Information Technology Division supports all employees in their use of desktop and mission-critical applications. OPD utilizes ProLaw as its case management system. All employees track and record case-related activities use ProLaw. OPD's network infrastructure includes Windows XP desktop systems, Windows Server 2003 and 2008 on its servers, and the offices are networked in a hub and spoke architecture. The infrastructure includes Dell desktops, servers, Cisco routers, and switches.

### 2.3 ROLES AND RESPONSIBILITIES

*TO Procurement Officer:* OPD representative responsible for managing the TO solicitation and awarded process, change order process, and resolution of TOA scope issues.

*TO Manager:* OPD representative responsible for managing the day to day activities of the TO including the direct supervision of the onsite TO Contractor personnel. The TO Manager will also be responsible for preparation of the TO solicitation, review and approval of proposed change and work orders, review and approval of proposed substitution of personnel, review and approval of invoices, and monitoring and reporting TO Contractor personnel performance.

*TO Contractor(s):* The selected TO Contractor(s) shall be responsible for all products and services required by this TORFP. All subcontractors shall be identified and a complete description of their role relative to the proposals shall be included in the TO Contractor(s) proposals. The TO Contractor's Senior Network Support Resource full-time employee (FTE) shall be involved in highly technical work of considerable difficulty and shall support connectivity to all OPD offices and data centers using Cisco switches, firewalls, wireless access points, routers and network monitoring systems. The TO Contractor's Senior Network Support Resource FTE shall have in-depth level of routing, switching, and network security knowledge and experience. The TO Contractor's Senior Database Support Resource FTE shall be responsible for all the activity regarding the support and maintenance of the existing database activities including backups, overseeing replication, developing and modifying triggers, reports, etc.

### 2.4 PROJECT BACKGROUND

This task order is intended to ensure that OPD's Information Technology infrastructure is maintained and enhanced so it can continue to serve as the solid foundation of productivity improvement. It has been found that in providing

its services, the OPD Information Technology team needs to continue to supplement its knowledge with the support of additional expertise with respect to the newly deployed technologies and their implementation at OPD. OPD's current environment consists, among others, of:

- Dell 380 and 755 desktop systems running Windows XP,
- Dell servers running Windows Server 2003,
- Cisco 3600, 2600, 1800, and 1000 routers,
- Cisco 4500, 3500 and 2900 switches, and
- Exchange 2007.

## 2.5 PERFORMANCE EVALUATION AND STANDARDS

TO Contractor Personnel shall be evaluated by the TO Manager on a quarterly basis for assignments performed during that period. The established evaluation and standards are:

- A) Adherence to deliverable(s) schedule;
- B) Quality and expertise of services delivered;
- C) Assigned activities are completed in a timely and appropriate manner, ensuring minimum disruption to the customer, and in accordance with vendor licensing and established policies;
- D) All connectivity, supporting hardware and applications including databases, e-mail, and internet are performing as expected;
- E) Procedures are kept current and documented for distribution upon request. Information related to assigned Track-It! Trouble tickets is current and available upon request;
- F) Hardware and Operating System patches are kept current;
- G) Interactions with OPD staff and external vendors are done in a professional and non-disruptive manner.

## 2.6 REQUIREMENTS

### 2.6.1 FUNCTIONAL / BUSINESS REQUIREMENTS – NETWORK SUPPORT

TO Contractor's Senior Network Support Resource shall:

ID #	Functional / Business Requirements
2.6.1.1	Analyze user needs and design effective PC/LAN/WAN solutions.
2.6.1.2	Perform long range capacity planning; make configuration, enhancement and security recommendations. Migrate to Network Maryland as available.
2.6.1.3	Train OPD network specialists to perform daily support functions and to verify network conditions.
2.6.1.4	Develop and update network diagrams.
2.6.1.5	Mentor other staff members on network technologies.
2.6.1.6	Assist in security policy reviews.
2.6.1.7	Document various support processes such as: restart procedures, review of log-files, etc.

### 2.6.2 TECHNICAL REQUIREMENTS – NETWORK SUPPORT

TO Contractor's Senior Network Support Resource shall:

ID #	Technical Requirements
2.6.2.1	Implement security releases, network upgrades, and operation of LAN/WAN system software.
2.6.2.2	Implement Wireless 802.3(X) technologies as needed/requested.
2.6.2.3	Maintain firewalls, web filters, spam blockers, etc.



2.6.2.4	Administer virtual LAN (VLAN) technologies.
2.6.2.5	Maintain existing Outlook and Exchange environments.
2.6.2.6	Administer existing Windows servers, including operating system (OS) patches and upgrades.
2.6.2.7	Provide Tier 3 – expert level support to the Help Desk technicians. See Section 2.19 for Service Level Agreement on support.
2.6.2.8	Configure and manage Cisco Internetworking Operating System (IOS) upgrades.
2.6.2.9	Work with networkMaryland to maximize utilization of State’s infrastructure.
2.6.2.10	Propose solutions, implement, and provide support for handheld wireless devices.
2.6.2.11	Support Apple OSX desktop systems.
2.6.2.12	Manage and support server backups (Symantec Backup Exec).
2.6.2.13	Manage and update Symantec Anti-Virus.
2.6.2.14	Configure and maintain Virtual Computing Environment (VMWare).

### **2.6.3 NON-FUNCTIONAL, NON-TECHNICAL REQUIREMENTS – NETWORK SUPPORT**

TO Contractor’s Senior Network Support Resource shall:

<b>ID #</b>	<b>Non-Functional, Non-Technical Requirements</b>
2.6.3.1	Comprehend complex verbal instructions in English.
2.6.3.2	Attend internal and external meetings as required.
2.6.3.3	Perform other duties as assigned.

### **2.6.4 FUNCTIONAL / BUSINESS REQUIREMENTS – DATABASE SUPPORT**

TO Contractor’s Senior Database Support Resource shall:

<b>ID #</b>	<b>Functional / Business Requirements</b>
2.6.4.1	Ensure servers are current with SQL Server patches and security updates.
2.6.4.2	Perform long range capacity planning; make configuration, enhancement and security recommendations.
2.6.4.3	Train OPD network specialists to perform daily support functions, and to verify database conditions.
2.6.4.4	Develop and update database procedures.
2.6.4.5	Mentor other staff members on database technologies.
2.6.4.6	Assist in database security policy reviews.
2.6.4.7	Document various support processes such as: restart procedures, review of log files, etc.

## 2.6.5 TECHNICAL REQUIREMENTS – DATABASE SUPPORT

TO Contractor's Senior Database Support Resource shall:

<b>ID #</b>	<b>Technical Requirements</b>
2.6.5.1	Ensure proper functioning and performance of ProLaw database.
2.6.5.2	Ensure proper functioning of SQL Server replication for ProLaw database.
2.6.5.3	Ensure proper functioning of ProLaw reporting database.
2.6.5.4	Develop and maintain ProLaw web-based reports.
2.6.5.5	Develop database triggers as needed.
2.6.5.6	Tune SQL databases as required.
2.6.5.7	Provide Tier 3 – expert level support to the Help Desk technicians. See Section 2.19 for Service Level Agreement on support.
2.6.5.8	Establish and monitor SQL database backup and recovery processes.
2.6.5.9	Establish the processes, procedures, and standards for managing ProLaw SQL database.

## 2.6.6 NON-FUNCTIONAL, NON-TECHNICAL REQUIREMENTS – DATABASE SUPPORT

TO Contractor's Senior Database Support Resource shall:

<b>ID #</b>	<b>Non-Functional, Non-Technical Requirements</b>
2.6.6.1	Comprehend complex verbal instructions in English.
2.6.6.2	Attend internal and external meetings as required.
2.6.6.3	Perform other duties as assigned.

## 2.7 DELIVERABLES

### 2.7.1 DELIVERABLE SUBMISSION PROCESS

For each written deliverable, draft and final, the TO Contractor shall submit to the TO Manager one hard copy and one electronic copy compatible with Microsoft Office 2000, Microsoft Project 2000 and/or Visio 2000.

Drafts of all final deliverables are required at least two weeks in advance of when all final deliverables are due. Written deliverables defined as draft documents must demonstrate due diligence in meeting the scope and requirements of the associated final written deliverable. A draft written deliverable may contain limited structural errors such as poor grammar, misspellings or incorrect punctuation, but must:

- 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) Present information that is relevant to the Section of the deliverable being discussed.
- E) Represent a significant level of completeness towards the associated final written deliverable that supports a concise final deliverable acceptance process.

Upon completion of a deliverable, the TO Contractor shall document each deliverable in final form to the TO Manager for acceptance. The TO Contractor shall memorialize such delivery in an Agency Receipt of Deliverable

Form (Attachment 8). The TO Manager shall countersign the Agency Receipt of Deliverable Form indicating receipt of the contents described therein.

Upon receipt of a final deliverable, the TO Manager shall commence a review of the deliverable as required to validate the completeness and quality in meeting requirements. Upon completion of validation, the TO Manager shall issue to the TO Contractor notice of acceptance or rejection of the deliverables in an Agency Acceptance of Deliverable Form (Attachment 9). In the event of rejection, the TO Contractor shall correct the identified deficiencies or non-conformities. Subsequent project tasks may not continue until deficiencies with a deliverable 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. Once the State’s issues have been addressed and resolutions are accepted by the TO Manager, the TO Contractor will incorporate the resolutions into the deliverable and resubmit the deliverable for acceptance. Accepted deliverables shall be invoiced within 30 days in the applicable invoice format (Reference 2.6 Invoicing).

A written deliverable defined as a final document must satisfy the scope and requirements of this TORFP for that deliverable. Final written deliverables shall not contain structural errors such as poor grammar, misspellings or incorrect punctuation, and must:

- 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) Present information that is relevant to the Section of the deliverable being discussed.

The State required deliverables are defined below. Within each task, the TO Contractor may suggest other subtasks or deliverables to improve the quality and success of the project.

## **2.7.2 DELIVERABLE DESCRIPTIONS / ACCEPTANCE CRITERIA**

### **2.7.2.1 TO Contractor’s Senior Network Support Resource Deliverables**

The TO Contractor’s Senior Network Support Resource shall be responsible for compiling and submitting to the TO Manager the following:

<b>Deliverable ID #</b>	<b>Deliverable Description</b>	<b>Due Date / Frequency</b>	<b>Acceptance Criteria</b>
2.7.2.1.1	Bi-Weekly Timesheet	Bi-weekly on 1 <sup>st</sup> of the Week.	MS Word or Excel document that shall contain, as a minimum, the following information: <ul style="list-style-type: none"> <li>• Records hours worked on a daily basis for prior to weeks</li> <li>• Information on TO Contractor Resource (Name, Contact, etc.)</li> <li>• Signature line for TO Manager approval</li> </ul>
2.7.2.1.2	Bi-Weekly Work Efforts and Status	Bi-weekly on 1 <sup>st</sup> of the Week.	MS Word document which contains: <ul style="list-style-type: none"> <li>• Individual bi-weekly timesheets for each TO Contractor FTE ;</li> <li>• Assigned work efforts and status (completed, work-in-progress, on-hold with anticipated date of completion) and issues identified;</li> <li>• Emergency work efforts, including any issues identified;</li> <li>• Proposed work activities for next two weeks.</li> </ul>
2.7.2.1.3	Emergency Work Efforts	As Needed.	To Be Defined by TO Manager at time of Emergency.

2.7.2.1.4	Long-Range capacity plan	NTP + 180 Calendar Days	MS Word document that contains information on: <ul style="list-style-type: none"> <li>• Analysis of current capacity</li> <li>• Projection of expected growth</li> <li>• Recommendations for meeting growth</li> <li>• Cost projection for supporting capacity</li> </ul>
2.7.2.1.5	Network Diagrams	NTP + 90 Calendar Days Updated Quarterly	MS Word or Visio document that contains information on: <ul style="list-style-type: none"> <li>• Current network topology</li> <li>• Location of various equipment</li> </ul>
2.7.2.1.6	Network training class and materials for IT staff on network architecture	NTP + 270 Calendar Days	MS PowerPoint document that contains information on: <ul style="list-style-type: none"> <li>• Training materials for the class</li> <li>• Hands-on exercises for IT staff</li> <li>• Information on OPD's current network architecture</li> </ul>
2.7.2.1.7	Wireless Planning documentation	NTP + 270 Calendar Days	MS Word Document that contains information on: <ul style="list-style-type: none"> <li>• OPD site survey</li> <li>• Recommendation on standards</li> <li>• Implementation plan</li> </ul>
2.7.2.1.8	Update system log	As needed	MS Word Document that contains information on: <ul style="list-style-type: none"> <li>• Description of system changes</li> </ul>

### 2.7.2.2 TO Contractor's Senior Database Support Resource Deliverables

The TO Contractor's Senior Database Support Resource shall be responsible for compiling and submitting to the TO Manager the following:

<b>Deliverable ID #</b>	<b>Deliverable Description</b>	<b>Due Date / Frequency</b>	<b>Acceptance Criteria</b>
2.7.2.2.1	Bi-Weekly Timesheet	Bi-weekly on 1 <sup>st</sup> of the Week.	MS Word or Excel document that shall contain, as a minimum, the following information: <ul style="list-style-type: none"> <li>• Records hours worked on a daily basis for prior to weeks</li> <li>• Information on TO Contractor Resource (Name, Contact, etc.)</li> <li>• Signature line for TO Manager approval</li> </ul>
2.7.2.2.2	Bi-Weekly Work Efforts and Status	Bi-weekly on 1 <sup>st</sup> of the Week.	MS Word document which contains: <ul style="list-style-type: none"> <li>• Individual bi-weekly timesheets for each TO Contractor FTE ;</li> <li>• Assigned work efforts and status (completed, work-in-progress, on-hold with anticipated date of completion) and issues identified;</li> <li>• Emergency work efforts, including any issues identified;</li> <li>• Proposed work activities for next two weeks.</li> </ul>

2.7.2.2.3	Emergency Work Efforts	As Needed.	To Be Defined by TO Manager at time of Emergency.
2.7.2.2.4	Long-Range capacity plan	NTP + 180 Calendar Days	MS Word document that contains information on: <ul style="list-style-type: none"> <li>• Analysis of current database capacity</li> <li>• Projection of expected database growth</li> <li>• Recommendations for meeting growth</li> <li>• Cost projection for supporting capacity</li> </ul>
2.7.2.2.5	Database Schema	NTP + 90 Calendar Days Updated Quarterly	MS Word or Visio document that contains information on: <ul style="list-style-type: none"> <li>• Current ProLaw and HRIS Schema</li> </ul>
2.7.2.2.6	ProLaw training classes for IT Staff and documentation	NTP + 270 Calendar Days	3 training sessions (beginner, intermediate, and advanced). Training Materials document in either PowerPoint or PDF.
2.7.2.2.7	Update system log	As needed	MS Word Document that contains information on: <ul style="list-style-type: none"> <li>• Description of system changes</li> </ul>

## 2.8 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES

The TO Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology projects, which may be created or changed periodically. The TO Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting project execution. The following policies, guidelines and methodologies can be found at <http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx> under “Policies and Guidance.” These may include, but are not limited to:

- The State’s System Development Life Cycle (SDLC) methodology
- The State Information Technology Security Policy and Standards
- The State Information Technology Project Oversight
- The State of Maryland Enterprise Architecture
- The TO Contractor shall follow the project management methodologies that are consistent with the Project Management Institute’s Project Management Body of Knowledge Guide. TO Contractor’s staff and subcontractors are to follow a consistent methodology for all TO activities.

## 2.9 TO CONTRACTOR PERSONNEL EXPERTISE REQUIRED

The TO Contractor shall be capable of furnishing all necessary services required to successfully complete all tasks and work requirements and produce high quality performance described herein. The Master Contractor shall demonstrate in its proposal, that it possesses such expertise in-house or has fostered strategic alliances with other firms for providing such services. The TO Contractor Personnel shall be able to comprehend complex verbal instructions in English.

## 2.10 TO CONTRACTOR MINIMUM QUALIFICATIONS

TO Contractor shall have at least three (3) projects that were similar in scope to the one defined in the Statement of Work of this TORFP.

## **2.11 TO CONTRACTOR PERSONNEL MINIMUM QUALIFICATIONS**

### **2.11.1 TO Contractor Sr. Network Support Resource Minimum Qualifications and Certifications**

The Network Support resource proposed for this TORFP shall have at least ten (10) years experiences as a senior engineer with combined experience as a senior support resource. The required experience shall be in the following technical areas:

- a) 5 years of experience with Windows Server 2003 and 2007;
- b) 10 years of experience with Active Directory;
- c) 10 years of experience with TCP/IP and DNS;
- d) 3 years of experience with Microsoft Exchange 2007;
- e) 10 years of experience with Server Security;
- f) 10 years of experience with Backup and Recovery Methods;
- g) 10 years of experience with File and Print Services;
- h) 5 years of experience with Terminal Services;
- i) 10 years of experience with Switch Architecture;
- j) 10 years of experience with Rack-Mounting/Moving Network Equipment;
- k) 10 years of experience with Monitoring Server Performance; and
- l) 10 years of experience with Cisco security, routing and switching technologies.

### **2.11.2 TO Contractor Sr. Database Support Resource Minimum Qualifications and Certifications**

The Database Support resource proposed for this TORFP shall hold current MCTS and MCITP certifications for Microsoft SQL Server, and have at least five (5) years experiences as a senior database administrator combined with experience as a senior support resource. The TO Contractor Personnel proposed for this TORFP shall also have five (5) years of Microsoft SQL Server database administration experience and at least five (5) years of Microsoft SQL programming with experience troubleshooting and investigating complex database issues. The required experience shall be in the following technical areas:

- a) 5 years of working knowledge of Windows 2003 Server;
- b) 5 years of working knowledge and experience with Microsoft SQL Server 2003 and 2005;
- c) 5 years of working knowledge and experience with Active Directory;
- d) 5 years of working knowledge of Security and network components;
- e) 10 years of working knowledge and experience in creating scripts for backing up data;
- f) 5 years of working knowledge and experience with SQL Server Enterprise Manager and Query Analyzer;
- g) 5 years of working knowledge and experience of SQL Server Reporting Services;
- h) 10 years of working knowledge of TCP/IP and DNS;
- i) 5 years of working knowledge of SMTP;
- j) 5 years of working knowledge of SQL Command and Programming;
- k) Current MCTS and MCITP certification for Microsoft SQL Server;
- l) At least five (5) years experiences managing and supporting ProLaw;

- m) 5 years of working knowledge of Microsoft Merge Replication.

## **2.12 INVOICING**

Payment will only be made upon completion and acceptance of the deliverables as defined in 2.7.2.

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS II Master Contract. Proper invoices for payment shall contain the TO Contractor's Federal Tax Identification Number, as well as the information described below, and must be submitted to the TO Manager for payment approval. Payment of invoices will be withheld if a signed Acceptance of Deliverable form – Attachment 9, is not submitted.

The TO Contractor shall submit MONTHLY invoices for payment upon acceptance of separately priced deliverables, on or before the 15<sup>th</sup> day of the month following receipt of the approved notice(s) of acceptance from the TO Manager. A copy of the notice(s) of acceptance shall accompany all invoices submitted for payment.

### **2.12.1 INVOICE SUBMISSION PROCEDURE**

This procedure consists of the following requirements and steps:

- A) A proper invoice shall identify the Office of the Public Defender as the TO Requesting Agency, deliverable description, associated TOA number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number.
- B) The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees and any subcontractor and signed Acceptance of Deliverable form – Attachment 9, for each deliverable being invoiced) submitted for payment to the Office of the Public Defender at the following address: Kathleen Mattis, 6 Saint Paul St., Suite 1400, Baltimore, MD 21202.
- 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 TOA. In no event shall any invoice be submitted later than 60 calendar days from the TOA termination date.

## **2.13 MBE PARTICIPATION REPORTS**

Monthly reporting of MBE participation is required in accordance with the terms and conditions of the CATS II Master Contract by the 15<sup>th</sup> day of each month. The TO Contractor shall provide a completed MBE Participation form (Attachment 2, Form D-5) to the Office of the Public Defender at the same time the invoice copy is sent. The TO Contractor shall ensure that each MBE Subcontractor provides a completed MBE Participation Form (Attachment 2, Form D-6). Subcontractor reporting shall be sent directly from the subcontractor to OPD. OPD will monitor both the TO Contractor's efforts to achieve the MBE participation goal and compliance with reporting requirements. The TO Contractor shall email all completed forms, copies of invoices and checks paid to the MBE directly to the TO Procurement Officer and TO Manager.

## **2.14 PROFESSIONAL DEVELOPMENT**

Technology and software products continuously change. The TO Contractor shall ensure continuing education opportunities for the personnel provided. This education would be associated with the technologies currently utilized by OPD or anticipated to be implemented by OPD in the near future. All costs, including, but not limited to, the actual course costs and course attendance time are the responsibility of the TO Contractor. OPD will not cover any costs associated with the professional development of the TO Contractor personnel.

## **2.15 WORK HOURS**

The TO Contractor's assigned personnel shall work an eight-hour day with core hours being 8:00 am- 5:00 pm (hours to be approved by the TO Manager), Monday through Friday except for State holidays, Service Reduction days and Furlough days observed by OPD. A flexible work schedule shall be used to handle any efforts outside the

core hours to include overnight and weekends. At times, the TO Contractor shall need to be available outside the hours of 8:00AM – 5:00PM. In emergencies, where time is of the essence for system repair or restoration, TO Contractor personnel shall provide support as needed, within reason, until the emergency is resolved. Requests for leave shall be submitted to the TO Manager at least two (2) weeks in advance. The TO Manager reserves the right to request a temporary replacement if leave extends longer than one consecutive week. In cases where there is insufficient coverage, the TO Manager may deny a leave request.

## 2.16 PERFORMANCE EVALUATION

Master Contractor personnel will be formally evaluated by the TO Manger on a yearly basis for each assignment performed during that period. The established performance evaluation and standards are included as Attachment 14. Performance issues identified by the agency at any time and throughout the duration of the contract are subject to the mitigation process described in Section 2.17 below.

## 2.17 PERFORMANCE PROBLEM MITIGATION

In the event the agency is not satisfied with the performance of the Master Contractor personnel, the mitigation process is as follows: The TO Manager will notify the Master Contractor in writing describing the problem and delineating remediation requirements. The Master Contractor will have three (3) business days to respond with a written remediation plan. The plan will be implemented immediately upon acceptance by the TO Manager. Should performance issues persist, the TO Manager may give written notice or request immediate removal of the individual whose performance is at issue.

## 2.18 SUBSTITUTION OF PERSONNEL

The Master Contractor may not substitute personnel without the prior approval of the agency. All requests for substitution shall comply with Section 2.9.6 of the CATS II Master Contract. The TO Manager shall notify the Master Contractor of acceptance or denial of the requested substitution.

The TO Manager shall have the option to interview the proposed substitute personnel. After the interview, the TO Manager shall notify the Master Contractor of acceptance or denial of the requested substitution.

## 2.19 Service Level Agreement

The TO Contractor shall address system issues that relate to network and database support for critical business applications including ProLaw (case management) and HRIS (human resources) according to the following predefined service levels. The State has the authority to establish and modify the priorities.

Level	Category	Description	Service Level
Priority 1 and 2	Severe Problem Critical Problem	A service, access, and/or functionality is unavailable but a readily available alternative solution or workaround does exist	Notification to the TO Manager within one (1) hour; work towards resolution within one (1) business day (Monday through Friday, excluding State of Maryland holidays and Service Reduction Days)
Priority 3 and 4	Isolated Problem Degraded Performance Configuration Control	Limited to a few users; degraded application functionality	Notification to the TO Manager within one (1) business day; work towards resolution within five (5) business days. (Monday through Friday, excluding State of Maryland holidays and



Level	Category	Description	Service Level
			Service Reduction Days)

## **- TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS**

### **2.20 REQUIRED RESPONSE**

Each Master Contractor receiving this CATS II TORFP shall respond within the submission 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 II Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu.

### **2.21 FORMAT**

If a Master Contractor elects to submit a TO Proposal, the Master Contractor shall do so in conformance with the requirements of this CATS II TORFP. A TO Proposal shall contain the following sections in order:

#### **2.21.1 TECHNICAL PROPOSAL**

##### **A) Proposed Services**

- 1) **Requirements:** A detailed discussion demonstrating the Master Contractor understands the work required and their capabilities, approach, and solution to address the requirements outlined in Section 2.
- 2) **Assumptions:** A description of any assumptions formed by the Master Contractor in developing the Technical Proposal.

##### **B) Proposed Personnel**

- 1) Identify and provide resumes for all proposed personnel by labor category. The resume shall feature prominently the proposed personnel's skills and experience as they relate to the Master Contractor's proposed solution and Section 2.
- 2) Certification that all proposed personnel meet the minimum required qualifications and possess the required certifications in accordance to Section 2.11.
- 3) Provide the names and titles of the Master Contractor's management staff who will supervise the personnel and quality of services rendered under this TOA.
- 4) Complete Attachment 5 – Labor Classification Personnel Summary.
- 5) Provide three (3) examples of work assignments that each of the proposed personnel have completed that were similar in scope to the one defined in this TORFP. Each of the three examples must include a reference complete with the following:
  - i. Name of Organization.
  - ii. Name, title, and telephone number of point-of-contact for the reference.
  - iii. Type and duration of contract(s) supporting the reference.
  - iv. The services provided including the scope of the contract.

##### **C) MBE Participation**

- 1) Submit completed MBE documents Attachment 2 - Forms D-1 and D-2.

##### **D) Subcontractors**

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

##### **E) Master Contractor and Subcontractor Experience and Capabilities**

- 1) Provide up to three examples of projects or contracts the Master Contractor has completed that were similar to Section 2 - Scope of Work. Each example must include contact information for the client organization complete with the following:
  - a) Name of organization.
  - b) Point of contact name, title, and telephone number
  - c) Services provided as they relate to Section 2 - Scope of Work.
  - d) Start and end dates for each example project or contract. 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:
  - a) Name of organization.
  - b) Point of contact name, title, and telephone number
  - c) Services provided as they relate to Section 2 - Scope of Work.
  - d) Start and end dates for each example project or contract. If the Master Contractor is no longer providing the services, explain why not.
  - e) Dollar value of the contract.
  - f) Whether the contract was terminated before the original expiration date.
  - g) Whether any renewal options were not exercised.

Note - State of Maryland experience can be included as part of Section E2 above as project or contract experience. State of Maryland experience is neither required nor given more weight in proposal evaluations.

F) Proposed Facility

- 1) Identify Master Contractor's facilities, including address, from which any work will be performed.

G) State Assistance

- 1) Provide an estimate of expectation concerning participation by State personnel.

H) Confidentiality

- 1) A Master Contractor shall 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, shall 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. TO 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.

### **2.21.2 FINANCIAL RESPONSE**

- A) A description of any assumptions on which the Master Contractor's Financial Proposal is based (Assumptions shall not constitute conditions, contingencies, or exceptions to the price proposal);
- B) Attachment 1 and / or 1A - Completed Financial Proposal with all rates fully loaded.

## **SECTION 3 – TASK ORDER AWARD PROCESS**

### **3.1 OVERVIEW**

The TO Contractor will be selected from among all eligible Master Contractors within the appropriate functional area responding to the CATS II TORFP. In making the TOA award determination, the Office of the Public Defender will consider all information submitted in accordance with Section 3.

### **3.2 TECHNICAL PROPOSAL EVALUATION CRITERIA**

The following are technical criteria for evaluating a TO Proposal in descending order of importance.

- 1) Experience of the Master Contractor's proposed personnel performing the duties and responsibilities required in Section 2.6.
- 2) Personnel experience required in Section 3.2.1.B.
- 3) References provided in Section 3.2.1.E.

### **3.3 SELECTION PROCEDURES**

- A) TO Proposals will be assessed throughout the evaluation process for compliance with the minimum personnel qualifications in Section 2.10 and 2.11 and quality of responses to Section 3.2.1 of the TORFP. TO Proposals deemed technically qualified will have their financial proposal considered. All others will be deemed not reasonably susceptible to award and will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.
- B) TO Proposals deemed technically qualified will have their financial proposal considered. All others will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.
- C) The State will conduct interviews of qualified Offeror's personnel that meet minimum qualifications.
- D) Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.
- E) The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, technical merit will have greater weight than price.

### **3.4 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 \(sample\).](#)

**ATTACHMENT 1 – SAMPLE PRICE PROPOSAL**

**SAMPLE PRICE PROPOSAL (FIXED ANNUAL SALARY) FOR CATS II TORFP  
# C80B340005**

**TORFP PRICE PROPOSAL – NETWORK RESOURCE**

(This form is to be filled out by Master Contractors)

	Master Contract Year	
Yearly Labor Rate*	Hourly Labor Rate	Hours
		Yearly Price (Hourly Labor Rate x Hours)
\$	\$	2000
		\$

**TORFP PRICE PROPOSAL – DATABASE RESOURCE**

	Master Contract Year	
Yearly Labor Rate*	Hourly Labor Rate	Hours
		Yearly Price (Hourly Labor Rate x Hours)
\$	\$	2000
		\$

\_\_\_\_\_  
Authorized Individual Name

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Tax ID #

- DoIT reserves the right to award at either the proposed Yearly Labor Rate or the proposed Hourly Labor Rate. The Yearly Labor Rate requires a minimum of 1920 work hours annually. Actual work hours may exceed 1920. The Hourly Labor Rate cannot exceed the Master Contract rate, but may be lower. Both rates must include all direct and indirect costs and profit for the Master Contractor to perform under the TOA. Evaluation Hours are for evaluation purposes only and do not represent actual hours to be worked or invoiced.

**ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS**  
**TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING**  
**REQUIREMENTS**

**CATS II TORFP # C80B3400005**

These instructions are meant to accompany the customized reporting forms sent to you by the TO Manager. If, after reading these instructions, you have additional questions or need further clarification, please contact the TO Manager immediately.

1. As the TO Contractor, you have entered into a TO Agreement with the State of Maryland. As such, your company/firm is responsible for successful completion of all deliverables under the contract, including your commitment to making a good faith effort to meet the MBE participation goal(s) established for TORFP. Part of that effort, as outlined in the TORFP, includes submission of monthly reports to the State regarding the previous month's MBE payment activity. Reporting forms D-5 (TO Contractor Paid/Unpaid MBE Invoice Report) and D-6 (Subcontractor Paid/Unpaid MBE Invoice Report) are attached for your use and convenience.
2. The TO Contractor must complete a separate Form D-5 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 15<sup>th</sup> of the month following the month that is being reported. For example, the report for January's activity is due no later than the 15<sup>th</sup> 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 of 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 (e-copy of and/or hard copy) of Form D-6. The TO Contractor shall make sure that the subcontractor receives all the information necessary to complete the form properly, i.e., all of the information located in the upper right corner of the form. It may be wise to customize Form D-6 (upper right corner of the form) for the subcontractor the same as the Form D-5 was customized by the TO Manager for the benefit of the TO Contractor. 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 15<sup>th</sup> of each month, regardless of whether there was any MBE payment activity for the reporting month. Actual payment data is verified and entered into the State's financial management tracking system from the subcontractor's D-6 report only. Therefore, if the subcontractor(s) do not submit their D-6 payment reports, the TO Contractor cannot and will not be given credit for subcontractor payments, regardless of the TO Contractor's proper submission of Form D-5. The TO Manager will contact the TO Contractor if reports are not received each month from either the TO Contractor or any of the identified subcontractors. 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 – MINORITY BUSINESS ENTERPRISE FORMS

## FORM D – 1

### CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT

**This document shall be included with the submittal of the Offeror's TO Proposal. If the Offeror fails to submit this form with the TO Proposal, the TO Procurement Officer shall determine that the Offeror's TO Proposal is not reasonably susceptible of being selected for award.**

In conjunction with the offer submitted in response to TORFP No. C80B3400005, I affirm the following:

1. 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 [ ] percent Asian American  
[ ] percent Hispanic American [ ] percent Woman-Owned

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

OR

After having made a good faith effort to achieve the MBE participation goal, I conclude that I am unable to achieve it. Instead, I intend to achieve an MBE goal of [ ] percent and request a waiver of the remainder of the goal. If I am selected as the apparent TO Agreement awardee, I will submit written waiver documentation that complies with COMAR 21.11.03.11 within 10 business days of receiving notification that our firm is the apparent low bidder or the apparent awardee.

2. I have identified the specific commitment of certified Minority Business Enterprises by completing and submitting an MBE Participation Schedule (Attachment 2 - Form D-2) with the proposal.
3. I acknowledge that the MBE subcontractors/suppliers listed in the MBE Participation Schedule will be used to accomplish the percentage of MBE participation that I intend to achieve.
4. I understand that if I am notified that I am the apparent TO Agreement awardee, I must submit the following documentation within 10 working 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 D-3)
  - (b) Subcontractor Project Participation Statement (Attachment D-4)
  - (c) MBE Waiver Documentation per COMAR 21.11.03.11 (if applicable)
  - (d) Any other documentation required by the TO Procurement Officer to ascertain Offeror's responsibility in connection with the certified MBE participation goal.

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

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



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

\_\_\_\_\_  
Offeror Name

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name, Title

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Date

SUBMIT AS A .PDF FILE WITH TO RESPONSE

# ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

## FORM D – 2

### MINORITY BUSINESS ENTERPRISE PARTICIPATION SCHEDULE

**This document shall be included with the submittal of the TO Proposal. If the Offeror fails to submit this form with the TO Proposal, the TO Procurement Officer shall determine that the TO Proposal is not reasonably susceptible of being selected for award.**

TO Prime Contractor (Firm Name, Address, Phone)	Task Order Description
Task Order Agreement Number C80B3400005	
<b>List Information For Each Certified MBE Subcontractor On This Project</b>	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

**USE ATTACHMENT D-2 CONTINUATION PAGE AS NEEDED**

### SUMMARY

<b>TOTAL MBE PARTICIPATION:</b>	_____ %
<b>TOTAL WOMAN-OWNED MBE PARTICIPATION:</b>	_____ %
<b>TOTAL AFRICAN AMERICAN-OWNED MBE PARTICIPATION:</b>	_____ %

Document Prepared By: (please print or type)

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

SUBMIT AS A .PDF FILE WITH TO RESPONSE

**ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS**

**FORM D – 2**

**MINORITY BUSINESS ENTERPRISE PARTICIPATION SCHEDULE (CONTINUED)**

List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

SUBMIT AS A .PDF FILE WITH TO RESPONSE

**ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS**

**FORM D – 3**

**OUTREACH EFFORTS COMPLIANCE STATEMENT**

In conjunction with the bid or offer submitted in response to TORFP # C80B3400005, I state the following:

1. Offeror identified opportunities to subcontract in these specific work categories:
  
2. Attached to this form are copies of written solicitations (with bidding instructions) used to solicit certified MBEs for these subcontract opportunities.
  
3. Offeror made the following attempts to contact personally the solicited MBEs:
  
4.  Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements.  
  
(DESCRIBE EFFORTS)  
  
 This project does not involve bonding requirements.
  
5.  Offeror did/did not attend the pre-proposal conference  
 No pre-proposal conference was held.

\_\_\_\_\_  
Offeror Name

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

SUBMIT WITHIN 10 WORKING DAYS OF RECEIVING NOTICE OF THE POTENTIAL AWARD

**ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS**

**FORM D – 4**

**SUBCONTRACTOR PROJECT PARTICIPATION STATEMENT**

SUBMIT ONE FORM FOR EACH CERTIFIED MBE LISTED IN THE MBE PARTICIPATION SCHEDULE

Provided that \_\_\_\_\_ is awarded the TO Agreement in  
(Prime TO Contractor Name)  
conjunction with TORFP No. C80B3400005, it and \_\_\_\_\_,  
(Subcontractor Name)

MDOT Certification No. \_\_\_\_\_, intend to enter into a contract by which the subcontractor shall:

(Describe work to be performed by MBE):

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

- No bonds are required of Subcontractor
- The following amount and type of bonds are required of Subcontractor:

By:

By:

\_\_\_\_\_  
Prime Contractor Signature

\_\_\_\_\_  
Subcontractor Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

SUBMIT WITHIN 10 WORKING DAYS OF RECEIVING NOTICE OF THE POTENTIAL AWARD

# ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

## FORM D – 5

### MINORITY BUSINESS ENTERPRISE PARTICIPATION TO CONTRACTOR PAID/UNPAID INVOICE REPORT

Report #: _____ Reporting Period (Month/Year): _____ <b>Report is due by the 15<sup>th</sup> of the following month.</b>	CATS II TORFP #C80B3400005 Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____
--	--

Prime TO Contractor:		Contact Person:	
Address:			
City:		State:	ZIP:
Phone:	FAX:		
Subcontractor Name:		Contact Person:	
Phone:	FAX:		
Subcontractor Services Provided:			
<b>List all unpaid invoices over 30 days old received from the MBE subcontractor named above:</b>			
1.			
2.			
3.			
<b>Total Dollars Unpaid: \$</b> _____			

\*\*If more than one MBE subcontractor is used for this contract, please use separate forms.

**Return one copy of this form to the following address:**

(TO MANAGER OF APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)	(TO PROCUREMENT OFFICER OR APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)
--	--

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

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

# ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

## FORM D – 6

### MINORITY BUSINESS ENTERPRISE PARTICIPATION SUBCONTRACTOR PAID/UNPAID INVOICE REPORT

Report #: _____ Reporting Period (Month/Year): __/_____ <b>Report Due By the 15<sup>th</sup> of the following Month.</b>	CATS II TORFP #C80B3400005 Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____
MBE Subcontractor Name:	
MDOT Certification #:	
Contact Person:	
Address:	
City:	State:                      ZIP:
Phone:	FAX:
Subcontractor Services Provided:	
<b>List all payments received from Prime TO Contractor during reporting period indicated above.</b>  1.  2.  3.  <b>Total Dollars Paid: \$</b> _____	<b>List dates and amounts of any unpaid invoices over 30 days old.</b>  1.  2.  3.  <b>Total Dollars Unpaid: \$</b> _____
Prime TO Contractor:	Contact Person:

**Return one copy of this form to the following address:**

(TO MANAGER OF APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)	(TO PROCUREMENT OFFICER OR APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)
--	--

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

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

## ATTACHMENT 3 – TASK ORDER AGREEMENT

### CATS II TORFP# C80B3400005 OF MASTER CONTRACT #060B9800035

This Task Order Agreement (“TO Agreement”) is made this day of Month, 200X by and between Task Order Contractor (TO Contractor) and the STATE OF MARYLAND, Office of the Public Defender.

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 TO Requesting Agency, as identified in the CATS II TORFP # ADPICS PO.
  - b. “CATS II TORFP” means the Task Order Request for Proposals # ADPICS PO, dated MONTH DAY, YEAR, including any addenda.
  - c. “Master Contract” means the CATS II 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 TO Requesting Agency and TO Contractor.
  - f. “TO Contractor” means the CATS II 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 Proposal - Technical” means the TO Contractor’s technical response to the CATS II TORFP dated date of TO Proposal – Technical.
  - i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS II TORFP dated date of TO Proposal - Financial.
  - j. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.
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 super-cede 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 II 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 II TORFP
    - c. Exhibit B – TO Proposal-Technical
    - d. Exhibit C – TO Proposal-Financial



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 II 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**.

4. Consideration and Payment

4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS II 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 II TORFP, but no later than thirty (30) days after the Agency's receipt of an 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, TO Requesting Agency

By: insert name, TO Procurement Officer

\_\_\_\_\_  
Date

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

## 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 sub-consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a 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. Master Contractors must comply with all personnel requirements under the Master Contract RFP 060B9800035.
2. Only labor categories proposed in the Master Contractors Financial Proposal may be proposed under the CATS II TORFP process.
3. For each person proposed in any of the labor categories, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements. This summary is required at the time of the interview.

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

4. Each form also includes examples of duties to perform. The proposed person must be able to fulfill those duties.
5. For each subject matter expert, the State will identify the particular area of expertise and the Master Contractor shall provide proof the individual has qualifications within that area of expertise.
6. Additional information may be attached to each Labor Category Personnel Resume Summary that may assist a full and complete understanding of the individual being proposed.

## ATTACHMENT 5 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY (CONTINUED)

Proposed Individual's Name/Company:	How does the proposed individual meet each requirement?
<b>LABOR CLASSIFICATION TITLE – (INSERT LABOR CATEGORY NAME)</b>	
Education: (Insert the education description from the CATS II RFP from Section 2.10 for the applicable labor category.)	
Experience: (Insert the experience description from the CATS II RFP from Section 2.10 for the applicable labor category.)	
Duties: (Insert the duties description from the CATS II RFP from Section 2.10 for the applicable labor category.)	

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

**Contractor's Contract Administrator:**

\_\_\_\_\_

Signature Date

**Proposed Individual:**

\_\_\_\_\_

Signature Date

SUBMIT WITH TECHNICAL PROPOSAL  
SIGNATURE REQUIRED AT THE TIME OF THE INTERVIEW

## **ATTACHMENT 6 – DIRECTIONS**

### **TO OPD's Information Technology Division**

Interviews with Qualified Offerors' proposed personnel will be held at OPD's Information Technology Division located at 201 East Baltimore Street Baltimore, MD 21202, Suite 800. There are several public parking garages within walking distance. Interviews will be scheduled by the TO Manager.

## ATTACHMENT 7 – NOTICE TO PROCEED

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS II Task Order Agreement #ADPICS PO

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 Management Office, Department of Information Technology

## ATTACHMENT 8 – AGENCY RECEIPT OF DELIVERABLE FORM

I acknowledge receipt of the following:

TORFP Title: **Project Name for TORFP**

TO Agreement Number: # **ADPICS PO**

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

SUBMIT AS REQUIRED IN SECTION 2.6.3 OF THE TORFP.



# ATTACHMENT 9 – AGENCY ACCEPTANCE OF DELIVERABLE FORM

Agency Name: TO Requesting Agency

TORFP Title: TORFP Project Name

TO Manager: TO Manager and Phone Number

To:

The following deliverable, as required by TO Agreement #ADPICS PO, 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

ISSUED BY THE TO MANAGER AS REQUIRED IN SECTION 2.6.3 OF THE TORFP.

## ATTACHMENT 10 – NON-DISCLOSURE AGREEMENT (OFFEROR)

This Non- Disclosure Agreement (the "Agreement") is made this \_\_\_ day of \_\_\_\_\_ 200\_, 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 II TORFP #ADPICS PO for TORFP Project Name. 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, TO Requesting Agency 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: \_\_\_\_\_

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

# ATTACHMENT 11 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

**THIS NON-DISCLOSURE AGREEMENT** (“Agreement”) is made as of this \_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, by and between the State of Maryland (“the State”), acting by and through its **TO Requesting Agency** (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 **TORFP Title** TORFP No. **ADPICS PO** dated \_\_\_\_\_, (the “TORFP”) issued under the Consulting and Technical Services procurement issued by the Department, Project Number 060B9800035; 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 TO Agreement between the TO Contractor and the State.

8. TO Contractor acknowledges that any failure by the TO Contractor or the TO Contractor's Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the TO Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The TO Contractor consents to personal jurisdiction in the Maryland State Courts. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/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:
  - a. This Agreement shall be governed by the laws of the State of Maryland;
  - b. The rights and obligations of the TO Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;
  - c. The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
  - d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
  - e. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and
  - f. The Recitals are not merely prefatory but are an integral part hereof.

**TO Contractor/TO Contractor's Personnel:**

**TO Requesting Agency:**

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

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

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

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

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

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

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

## ATTACHMENT 12 – TO CONTRACTOR SELF-REPORTING CHECKLIST

The purpose of this checklist is for CATS II Master Contractors to self-report on adherence to procedures for task orders (TO) awarded under the CATS II master contract. Requirements for TO management can be found in the CATS II 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.state.md.us](mailto:contractoversight@doit.state.md.us) with the TO number in the subject line.

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

<p>A) Has there been any substitution of personnel?  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>(If no, skip to Section 4.)</b></p>
<p>B) Did the Master Contractor request each personnel substitution in writing?  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>(If no, explain why)</b> _____</p>
<p>C) Does each accepted substitution possess equivalent or better education, experience and qualifications than incumbent personnel?  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>(If no, explain why)</b> _____</p>
<p>D) Was the substitute approved by the agency in writing?  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>(If no, explain why)</b> _____</p>
<p><b>Section 4 – MBE Participation</b></p>
<p>A) What is the MBE goal as a percentage of the TO value? <b>(If there is no MBE goal, skip to Section 5)</b>          _____          %</p>
<p>B) Are MBE reports D-5 and D-6 submitted monthly?  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>(If no, explain why)</b> _____</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)          _____          %  <b>(Example - \$3,000 was paid to date to the MBE sub-contractor; \$10,000 was paid to date on the TO; the MBE percentage is 30% (3,000 ÷ 10,000 = 0.30))</b></p>
<p>D) Is this consistent with the planned MBE percentage at this stage of the project?  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>(If no, explain why)</b> _____</p>
<p>E) Has the Master Contractor expressed difficulty with meeting the MBE goal?  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/>    <b>(If yes, explain the circumstances and any planned corrective actions)</b>          _____</p>
<p><b>Section 5 – TO Change Management</b></p>
<p>A) Is there a written change management procedure applicable to this TO?  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>(If no, explain why)</b> _____</p>
<p>B) Does the change management procedure include the following?</p> <p><b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> Sections for change description, justification, and sign-off</p> <p><b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> Sections for impact on cost, scope, schedule, risk and quality (i.e., the impact of change on satisfying TO requirements)</p> <p><b>Yes</b> <input type="checkbox"/> <b>No</b> <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?  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/>    <b>(If yes, explain expected or actual impact on TO cost, scope, schedule, risk and quality)</b>          _____</p>

D) Is the change management procedure being followed?

Yes  No  (If no, explain why) \_\_\_\_\_

# 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 & Date: \_\_\_\_\_



**EXHIBIT A**

**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

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---