



**Consulting and Technical Services II (CATS II)
Task Order Request for Proposals (TORFP)**

**HARDWARE MAINTENANCE AND REPAIR
SERVICES**

CATS II TORFP #N00B0400279

OTHS/OTHS/10-011-S

DEPARTMENT OF HUMAN RESOURCES OFFICE OF
TECHNOLOGY FOR HUMAN SERVICES

ISSUE DATE: November 03, 2009

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KEY INFORMATION SUMMARY SHEET

This Consulting and Technical Services II (CATS II) Task Order Request for Proposals (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.

TORFP NAME:	Hardware Maintenance and Repair Services
FUNCTIONAL AREA:	Systems/Facilities Management and Maintenance (6)
TORFP ISSUE DATE:	November 03, 2009
Closing Date and Time:	December 17, 2009 at 2:00 PM
TORFP Issuing Office:	Department of Human Resources (DHR)/Office of Technology for Human Services (OTHS)
Questions and Proposals are to be sent to:	Vincent Bautista, Agency Procurement Specialist II vbautist@dhr.state.md.us
TO Procurement Officer	Vincent Bautista, Agency Procurement Specialist II Office Phone: (410)-238-1300 Office Fax: (410)-238-1260
TO Manager:	Kenyatta Powers, Deputy CIO Office Phone: (410) 767-7214 Fax: (410) 238-1260
Project Number:	OTHS/OTHS-10-002-S Purchase Order Number BPO N00B0400279
TO Type:	Fixed price
Period of Performance:	Base year beginning the date of Notice to Proceed for a period of one year with three (3) one (1) year renewal options
MBE Goal:	30%
Small Business Reserve (SBR):	Yes
Primary Place of Performance:	A separate electronic copy of DHR equipment and Locations will be furnished upon request as Attachment 12
State Furnish Work Site and/or Access to Equipment, Facilities or Personnel:	Access to equipment only
TO Pre-Proposal Conference:	DHRIS 1100 Eastern Blvd, Essex, MD 21221 November 19, 2009 at 10:00 AM See Attachment 6 for Directions

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 scope issues, and for authorizing any changes to the TO Agreement. See Section 2.3 Attachment -3 Sample Task Order Agreement for information on change orders.

The TO Manager has the primary responsibility for the management of the work performed under the TO Agreement; 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 TO Agreement, Attachment 3, will then be entered into between the State and the selected Master Contractor, which will bind the selected Master Contractor (TO Contractor) to the contents of its TO Proposal, including the price proposal.

1.3 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the stated date and exact time. The time will be local time as determined by Department of Human Resources/Office of Technology for Human Services e-mail system time stamp. The TO Proposal is to be submitted via e-mail as two attachments in MS Word format. The “subject” line in the e-mail submission shall state the TORFP # BPO N00B0400279. The first file will be the TO Proposal technical response to this TORFP and titled, “CATS II TORFP #BPO N00B0400279 Technical”. The second file will be the financial response to this CATS II TORFP and titled, “CATS II TORFP #BPO N00B0400279 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

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 reduced to writing within a timeframe specified by the Procurement Officer and submitted to the State in writing. All such representations will become part of the Master Contractor’s proposal and are binding, if the Contract is awarded. The Procurement Officer will notify Master Contractor 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 TO Agreement shall provide IT 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 should be aware that the State Ethics Law, State Government Article, §15-508, might limit the selected Master Contractor's ability to participate in future related procurements, depending upon specific circumstances.

1.7 NON-DISCLOSURE AGREEMENT

Certain system documentation may be available for potential Offerors to review at a reading room at 311 West Saratoga Street, Baltimore, MD 21201. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement in the form of Attachment 7. 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 TO Agreement in order to fulfill the requirements of the TO Agreement. The TO Contractor, employees and agents who review such documents will be required to sign, including but not limited to, a Non-Disclosure Agreement in the form of Attachment 7.

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 TO Agreement amount established.

1.9 LIQUIDATED DAMAGES

The TO Contractor agrees that in the event of a failure to meet service levels defined in the Service Level Agreement (SLA) (Section 2.6.3) of this TORFP, damage shall be sustained by DHR. Actual damages to the State may be extremely difficult and impractical to determine. It is therefore agreed that the State, at its sole option and after the TO Contractor has been given reasonable opportunity to cure the failure and fails to do so, of which the timeframe will be determined at the sole discretion of the state, may require the TO Contractor to pay liquidated damages for such failures according to the following subsections. Damages will be limited as outlined in Section 1.8 Limitation of Liability and any liquidated damages assessed would count against the Limitations of Liability Threshold.

Liquidated Damages are limited as follows:

- A. In the event of a force majeure event, or a failure due to third parties outside of the TO Contractor's reasonable control, no Liquidated Damages will apply.
- B. In the event of a failure, other than an excusable failure as described in subsection (a) above resulting from the TO Contractor, the maximum amount for Liquidated Damages will not exceed 10% of the total charges invoiced in an average monthly period. The average will be calculated based on all previous invoices submitted to date prior to the assessment of liquidated damages.

Amounts due DHR as liquidated damages will be deducted by the State from any money payable to the TO Contractor pursuant to this TO Agreement. DHR will notify the TO Contractor in writing of any claim for liquidated damages before the date DHR deducts such sums from money payable to the Contractor. No delay by DHR in assessing or collecting liquidated damages shall be construed as a waiver of such rights.

The TO Contractor shall not be liable for liquidated damages when, in the opinion of DHR, incidents or delays result from excusable failure. DHR shall adopt a reasonable standard of review, which takes into consideration the totality of the circumstances. The TO Contractor will bear the burden of providing evidence, that the delay is attributable to, and the responsibility of, another entity outside and independent of the custody, control, supervision and/or direction of the TO Contractor, its officers, agents or employees. Failure to provide such proof will result in the TO Contractor being responsible and liable for all liquidated damages hereunder.

1.9.1 LIQUIDATED DAMAGES – SERVICE LEVEL AGREEMENTS

The Contractor shall be responsible for performance of the services in accordance with the minimum standards as set forth in the Services Level Agreement based on requirements set forth in Section 2.6.3 of the TORFP. Each of the referenced Service Levels shall be measured at the request of DHR or on a monthly basis.

For each performance measurement that is missed, the Contractor shall pay DHR liquidated damages in the amount of \$1,000 per day up to 10% of the total monthly invoice if the responses do not meet or exceed the performance requirements as a result of the performed audits.

1.10 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

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, maintenance, and support valued at \$1 million or greater, but all CATS II TOs are subject to review.

Attachment 9 is 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 Department of Human Resources (DHR)/Office of Technology for Human Services (OTHS) is issuing this CATS II TORFP to obtain on-site, out-of-warranty hardware maintenance, repair services, equipment replacement and support services as described in this Section, for computer equipment and peripherals, network and host connected peripherals owned and supported by DHR/OTHS. The out-of-warranty equipment service calls will be dispatched from the OTHS Technical Services Unit to the TO Contractor and is based on an equipment-per-call basis, not to exceed one hundred twenty (120) calls per month for the equipment owned by DHR.

2.2 REQUESTING AGENCY INFORMATION

The Department of Human Resources (DHR) is Maryland's fourth largest State department. The Department was established to administer the State's public assistance, social services, child support enforcement, and community-based programs. Headquarters for DHR's Executive Staff is located at the Saratoga State Center, 311 West Saratoga Street, Baltimore, Maryland 21201. The Department has three major operating administrations: the Family Investment Administration (FIA), the Child Support Enforcement Administration (CSEA); and the Social Services Administration (SSA).

DHR has a critical mission: it works to safeguard and provide services to some of Maryland's most vulnerable citizens. DHR touches the lives of thousands of children and families every year, working hard to ensure that Maryland's most disadvantaged residents receive the services for which they are eligible. DHR also works diligently to protect its citizens from abuse and neglect.

More than 6,400 full-time employees rely on DHR' Office of Technology for Human Services (OTHS) to develop, enhance, and maintain mission-critical systems that support the delivery of social services, track activities, and manage outcomes. OTHS manages and maintains 49 mainframe, client-server, and web-based applications that support the Health and Human Service programs administered by the Department. OTHS provides technology support services to DHR's employees, contractor partners, and third-parties in over 165 locations across the state. In addition to supporting systems to meet changing needs of the organization and fulfilling regulatory mandates, OTHS oversees the Department's information technology (IT) infrastructure. This includes personal computers, hardware and software, office applications and network upgrades, DHR Internet and Intranet, and telephone systems and equipment.

DHR's technology infrastructure includes approximately 53,500 items of computer equipment and peripherals (such as servers, workstations, laptop computers, printers and UPSs), networked and host connected peripherals (such as terminals, controllers, system printers) installed at DHR office locations throughout the State. Approximately 42,625 of these devices are presently out of warranty. An electronic list of DHR Equipment and DHR Office locations will be furnished upon request. (Attachment 12).

2.3 MANAGEMENT ROLES AND RESPONSIBILITIES

2.3.1 STATE RESPONSIBILITIES

The TO Manager has the primary responsibility for the management of the work performed under the TO Agreement; 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. 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 11), including any comments, corrections or suggestions for change to the draft deliverable. In the event of rejection, the TO Contractor shall correct the identified deficiencies or non-conformities. Depending on the severity of the deficiencies, comments, corrections, and/or feedback, subsequent project tasks may not continue until deficiencies with a deliverable are rectified and accepted by the TO Manager. The TO Manager may elect to specifically issue, in writing, a waiver for conditional continuance of project tasks. The TO Contractor shall incorporate the necessary amendments to the deliverable, and a final version shall be submitted to the TO Manager for review and acceptance. The TO Manager shall also serve as the primary point of contact for daily activities, and will be the decision-making authority for setting priority and achieving the tasks as outlined herein.

2.3.2 TO CONTRACTOR RESPONSIBILITIES

The TO Contractor shall provide the qualified service technicians to deliver on-site, out-of-warranty hardware maintenance, repair services and support on an equipment per call basis for all brands and models of computer equipment and peripherals, as well as networked and host connected peripherals owned and supported by DHR.

The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2.6 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.

2.4 BACKGROUND AND DESCRIPTION

DHR/OTHS lacks sufficient in-house staff to accommodate, on average, approximately 120 maintenance and repair calls each month for hardware out-of-warranty hardware devices. DHR currently contracts with an outside service contractor for on-site hardware maintenance, repair services, replacement and support being dispatched to the contractor from the DHR/OTHS' Technical Services Unit. OTHS uses a flat rate of equipment calls per month. The number of dispatched calls will not exceed twenty (20) critical calls and one hundred (100) non-critical calls per month. Critical service calls are defined by DHR and are generally problems such as equipment that is malfunctioning or out of service and unavailable for operational use. Critical calls may also be normal operational maintenance or repair service to specific equipment performing mission-critical activities or supporting specific users; DHR will define criticality and provide the TO Contractor with the specifics for each critical call. Non-critical service calls are defined as normal maintenance or repair services to keep equipment in good operating condition. DHR will provide an electronic listing of monthly activity calls from the previous contractor on critical and non-critical calls per month for all equipment to be maintained.

DHR will provide an electronic listing of monthly activity calls from the previous contractor on critical and non-critical calls per month for all equipment to be maintained. The number of dispatched call will not exceed twenty (20) critical calls and one hundred (100) non-critical calls per month.

2.5 PROFESSIONAL DEVELOPMENT

Networking technology and software products continuously change. The TO Contractor must ensure continuing education opportunities for the personnel provided. This education would be associated with the technologies currently utilized by DHR or anticipated to be implemented by DHR in the near future. Actual course costs are the responsibility of the TO Contractor.

2.6 REQUIREMENTS

2.6.1 TO CONTRACTOR PERSONNEL DUTIES AND RESPONSIBILITIES

The TO Contractor shall:

1. Provide the qualified service technicians to provide on-site, out-of -warranty hardware maintenance, repair services and support on an equipment per call basis for all brands and models of computer equipment and peripherals, as well as networked and host connected peripherals owned and supported by DHR.
2. Provide the services of a Project Manager. The Project Manager may be part-time but no less than half-time, but, in any event shall be available as work dictates. The Project Manager's duties, responsibilities, and services will coordinate and ensure that mutually agreed upon repair and replace response times are met. The Project Manager will also coordinate weekly meetings and provide ongoing progress reports, including both weekly and monthly status reporting as defined below, and participate in monthly meetings with the TO Manager and other designated DHR staff.
3. Provide a detailed Troubleshooters' Guidebook for use by DHR System Support Staff in performing first level support troubleshooting tasks. Updates are required as necessary and no less than every six (6) months.
4. Deliver a weekly status report. The weekly status report shall be due at close of business each week or as defined in discussions with the TO Manager. At a minimum, the report shall contain:
 - a) Each personnel's assigned work efforts and status (completed, in progress, on-hold) and any issues identified.
 - b) Emergency work efforts and any issues identified.
 - c) Proposed activities for the upcoming work week.
 - d) Issues, risks and action items requiring the TO Manager's review and decision or facilitation.
 - e) Hours worked by individual TO Contractor personnel.

5. Produce a monthly status report of activities by the fifteenth day following the end of the month. If the fifteenth day falls on a weekend or holiday the report must be delivered the last work day before the fifteenth day of the month. The monthly status report shall accompany the invoice. The content of the monthly status report shall be agreed upon with the TO Manager within ten (10) days of Notice to Proceed.
6. Provide qualified technicians to perform duties for the maintenance and repair of network and stand-alone computer equipment and peripheral which will include repair parts and equipment replacement.
7. Be responsible for maintenance and repair of all of DHR's out-of-warranty computer equipment and peripherals, such as network and stand-alone computer equipment and peripherals for workstations, laptops, and servers.
8. Provide services for on-site hardware maintenance and repair for all brands and models of equipment and peripherals.
9. Dispatch its technicians for all services from the OTHS Technical Services Unit using an on-line request system proposed by the TO Contractor.
10. Furnish the following technical services:
 - a) Service Guarantee: The TO Contractor shall perform all work in accordance with current professional standards and best practices using first quality original equipment manufacturer (OEM) authorized parts or quality reconditioned OEM Parts so that performance is equivalent to that of a new part.
 - b) Minimum Warranty: A minimum of 90 days warranty is required from completion of repair or replacement. The TO Contractor's specific warranty policy must be included in the response to this TORFP.
 - c) Right to Replace or Reject TO Contractor Technicians: DHR/OTHS reserves the right to request that technicians that DHR views as unqualified or unprofessional in performance of duties or in conduct at DHR office locations be replaced. DHR reserves the right to review and approve the resumes of technicians proposed and reject technicians that DHR deems as unqualified.
 - d) Coverage Hours: The TO Contractor shall perform hardware maintenance and repair services at the on-site location of the malfunctioning device between the hours of 8:00 A.M. and 4:30 P.M., Monday through Friday, except on State Holidays or in event of building closures, or as instructed by OTHS. The TO Contractor shall establish an appointment with the on-site contact prior to performing any maintenance or repairs. In other words, the TO Contractor shall not appear at the service request location without prior discussions with the on-site contact and establishing a mutually agreed upon appointment time. Requests to provide service for a specific malfunctioning device outside of the normal coverage hours or days are prohibited unless pre-approved by the DHR TO Manager or at the request of the DHR TO Manager.

- e) Service Request Method: DHR desires to send all service requests to the TO Contractor via an on-line or other automated request system. The TO Contractor's response to this TORFP shall include the proposed method of submitting service requests to satisfy this requirement. The proposed method of submitting service requests will be decided by mutual agreement between DHR and the TO Contractor. At a minimum, the on-line or other automated service request system shall be capable of capturing a high-level description, the date/timestamp of the submission, submitter's name and contact information, and a detailed description of the request. The date/timestamp of the submission shall be used by DHR to measure initial response time and the overall repair or replace time frame. DHR also desires the ability to view information stored in the on-line or other automated request system. The TO Contractor's response to this TORFP shall include a method by which DHR may view requests regardless of their disposition (open/closed/pending, etc.). DHR will not be responsible for including TO Contractor-generated codes on service requests.
- f) Initial Response Requirement: At a minimum, the TO Contractor's initial response shall consist of making personal contact with the DHR designated contact for the office where the malfunctioning device is housed to coordinate the schedule for repair or replace service, in accordance with the time frames established in subsection (i) below.
- g) Coordination of Work Schedule: The TO Contractor shall coordinate the schedule for repair or replacement with the DHR designated contact for the office where the malfunctioning device is housed. After the award, DHR will provide an electronic list of equipment to include contacts, addresses, and telephone number for each office location being covered under this TORFP
- h) Critical Problems: For critical problems (such as but not limited to a malfunctioning server or controller), the TO Contractor's initial response within one (1) hour of receipt of the service request is required. For all other problems, the TO Contractor's initial response is required within four (4) hours of receipt of the service request. The TO Contractor's specific initial response times must be included in the response to the TORFP.
- i) Repair or Replace Time Frames: The TO Contractor shall either replace or repair the malfunctioning device, as needed, to meet the required repair or replace time frame. The contractor shall provide replacement parts/devices. For critical calls such as malfunctioning server or controller, the required repair or replace completion timeframe is within four (4) hours of receipt of the service request. For all other problems (non-critical calls), the required repair or replace completion timeframe is within three (3) business days of receipt of the service request. The TO Contractor's specific repair or replace time frame must be included in the response to the TORFP.
- j) Replacement Parts: All replacement parts supplied by the TO Contractor shall be quality original equipment manufacturer (OEM) parts or certified quality reconditioned OEM parts so that the performance is equivalent to that of a new part.
- k) Repair/Replacement of Hard Drives: If repair or replacement services result in the loss, removal or malfunction of a hard drive's operating system, and repair or

replacement of a hard drive is then required, the TO Contractor will ensure that the basic functionality of the hard drive is restored, that the Basic Input Output System (BIOS) recognizes the device, and the hard drive is ready to have the operating system loaded. Also, if a replacement occurs, the TO Contractor shall not take ownership over the malfunctioning hard drive. The malfunctioning hard drive shall be returned to the designated DHR personnel for degaussing and destruction, per Department of Information Technology policy. The TO Contractor's response to this TORFP shall contain a specific workflow and process to manage assuring that any malfunctioning hard drive requiring replacement shall be returned to DHR for appropriate disposal.

- l) Notification of Replaced Equipment: When any hardware device is replaced, the TO Contractor must submit to the designated DHR staff, via e-mail or facsimile, the serial numbers and descriptions of both the original and replacement devices within one (1) business day of the decision to replace the equipment. There is no exclusion or exception to this requirement. If the document is not received, DHR shall assume the replacement activity was not addressed within the agreed time frame.

- m) Notification of Completion of Service Request: Within one (1) business day of the completion of a service request, the TO Contractor must transmit to the DHR TO Manager, via facsimile or email, a document detailing at a minimum the DHR service request identification number, problem description, solution description, serial number of the malfunctioning device, completion date and time for the service request, and approval signature of the DHR office contact or equipment user verifying restoration of the device. If the document is not received, DHR shall assume the service request was not addressed within the agreed time frame.

- n) Troubleshooters' Guidebook: The TO Contractor shall provide as a deliverable, a Troubleshooters' Guidebook for use by DHR System Support Staff in performing first level help desk support. At a minimum, the guidebook will contain diagnostic tips, questions to ask, and key information to collect and include in service request. The guidebook shall be submitted in draft form within sixty (60) business days following contract award to the DHR TO Manager. The DHR TO Manager shall have ten (10) business days to review the guidebook and respond with comments. The TO Contractor has five (5) business days to incorporate comments and submit the final guidebook to the DHR TO Manager. Updates to the Troubleshooters' Guidebook are expected as necessary and no less than every six (6) months.

2.6.2 WORK HOURS

1. The TO Contractor's assigned Personnel will generally work on-site and perform hardware maintenance and repair services of the malfunctioning device between the hours of 8:00 A.M. and 4:30 P.M., Monday through Friday, except on State Holidays. TO Contractors may be required to work past this time, on evenings, overnight, weekends, or Holidays as the work dictates. Any work outside of 8:00 A.M. to 4:30 P.M. must be cleared and approved by the TO Manager in advance or must be performed at the direction of the TO Manager.

2. Once assigned, and personnel have demonstrated an understanding of DHR infrastructure TO Contractor staff will also be required to participate in a rotating

emergency on-call schedule, providing non-business hours support. Typically, personnel assigned to DHR network engineering services are required to be on-call 24 hours a day for a seven-day period, one week out of every four to five weeks.

3. Services may also involve some evening and/or weekend hours performing planned system upgrades in addition to core business-day hours. Hours performing system upgrades would be billed on actual time worked at the rates proposed.

2.6.3 SERVICE LEVEL AGREEMENT

DHR uses a Service Level Agreements Management Tool (SLAM), which is a web-based repository used to track and monitor contractual Service Level Agreements. The tool is maintained by a third-party administrator that also conducts annual audits and provides findings to the Department on specific, pre-determined SLAs. Reports from SLAM will be used by DHR Leadership, the management-consulting contractor, and the TO Contractor to trend and track compliance, identify areas of improvement, and audit performance.

- A. The TO Contractor shall enter data into SLAM on a monthly basis, however, may be entered as frequently as weekly depending upon agreement between the TO Contractor and the DHR TO Manager.
- B. The TO Contractor shall bear the costs associated with automated data feeds and/or manual data entry into SLAM.
- C. The TO Contractor shall bear the cost of an annual audit performed by the SLAM administrators on behalf of DHR.
- D. The TO Contractor shall acknowledge that failure to meet the following service level agreements may result in the assessment of liquidated damages as outlined in Section 1.9, Liquidated Damages.

Please note specific requirements for each of these service levels may be found in Section 2.6.1, as indicated by the column “TORFP Section.”

TORFP Section	SLA	Measure
2.6.1.10D/26.1.10F/2.6.1.10G	Service requests include an appointment, pre-scheduled and mutually agreed upon by the TO Contractor and DHR staff.	All service requests have an appointment, 100% of the time.
2.6.1.10H	For critical problems, the initial response time is within one (1) hour of receiving the service request. For non-critical problems, the initial response time is within four (4) hours of receiving the service request.	99% of the time. 98% of the time.
2.6.1.10J	Critical problems – the repair/replace timeframe is four	99% of the time.

TORFP Section	SLA	Measure
	(4) hours of receiving the service request. Non-critical problems, the repair/replace timeframe is within three (3) business days of receiving the service request.	98.5% of the time.
2.6.1.10L	Notification of replaced equipment must occur within one (1) business day of the decision to replace the equipment.	100% of the time.
2.6.1.10M	Notification of completion of the service request must occur within one (1) business day of the date of completion.	99% of the time.

2.6.4 PERFORMANCE EVALUATIONS

The TO Manager will evaluate TO Contractor personnel performance on an as-needed basis, but no less than semi-annually. The performance evaluation will consist of the requirements and SLAs contained in Sections 2.6 and 2.7.

For example, the evaluation criteria shall include the following:

1. Professionalism
2. Customer Service
3. Disregard of the authority of the TO Manager or other Departmental personnel applicable to the assigned work task
4. Use of the Department's property
5. Tardiness
6. Meeting defined deadlines and/or milestones
7. Responsiveness
8. Reliability

Depending upon the severity of the performance concern, the TO Manager reserves the right to forego mitigation and request removal of the individual whose performance is at issue. However, the TO Manager retains the discretion to determine if mitigation applies. Performance issues identified by the TO Manager and subject to the mitigation process are described in Section 2.6.5.

2.6.5 MITIGATION FOR NON-PERFORMANCE

In the event that during the semi-annual or as-needed performance evaluation, DHR has determined that the TO Contractor's performance is unacceptable or less than satisfactory, the mitigation process is as follows:

1. The TO Manager will notify the TO Contractor in writing describing the performance deficiencies and delineating specific remediation requirements. The TO Manager may use email communication to initiate mitigation activities, however, the TO Manager will also follow up with a letter delivered via fax or mail.

2. The TO Contractor will have a reasonable and defined period of time to respond with a written remediation plan. Email may be used for submission of the plan to the TO Manager, however, it is expected that the TO Contractor will deliver a hard copy of the remediation plan to the TO Manager or designee to assure compliance with the provided response timeframe.
3. Upon receipt of the plan, the TO Manager shall have no less than three (3) business days to review and comment or approve. Once approved, the remediation plan will be implemented and monitored for performance improvement. Failure of the TO Manager to approve the plan within the (3) business days, shall not be construed as approval of the plan.
4. Should performance issues persist, the TO Manager reserves the right to provide written notice to the TO Contractor outlining an acceptable timeframe to identify and present a replacement candidate.

Regardless of the origin of the replacement request, replacement personnel must have qualifications equal to or greater than that of the non-performing person initially proposed and evaluated and accepted in the TO Agreement. In all instances, the TO Manager will determine the amount of time the TO Contractor has to provide a replacement.

2.6.6 SUBSTITUTION OF PERSONNEL

The Master Contractor shall only propose staff available at the time of the TO Proposal and that satisfy the personnel qualifications specified in the Master Contract. In addition, the TO Contractor shall abide by the substitution of personnel requirements in the Master Contract, Section 2.11.8.

2.7 DELIVERABLES

The Troubleshooter's Guidebook shall be submitted in draft form within thirty (30) business days following contract award to the DHR TO Manager. The TO Manager shall have ten (10) business days to review the draft deliverable and respond with comments. The TO Contractor has five (5) business days to incorporate comments and submit the final version to the TO Manager. The final version of the Troubleshooter's Guidebook will be due within sixty (60) days from Notice to Proceed. The final version of the deliverable shall be submitted to the TO Manager.

What follows are details regarding the deliverable submission/review process.

Upon completion of a deliverable, the TO Contractor shall document each deliverable in both draft and final form to the TO Manager for acceptance. The TO Contractor shall memorialize each delivery – whether draft or final – with an Agency Receipt of Deliverable Form (Attachment 10). The TO Manager shall countersign the Agency Receipt of Deliverable Form indicating receipt of the contents described therein.

Upon receipt of a draft 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 11), including

any comments, corrections or suggestions for change to the draft deliverable. In the event of rejection, the TO Contractor shall correct the identified deficiencies or non-conformities. Depending on the severity of the deficiencies, comments, corrections, and/or feedback, subsequent project tasks may not continue until deficiencies with a deliverable are rectified and accepted by the TO Manager; the TO Manager may elect to specifically issue, in writing, a waiver for conditional continuance of project tasks. The TO Contractor shall incorporate the necessary amendments to the deliverable, and a final version shall be submitted to the TO Manager for review and acceptance. Accepted deliverables shall be invoiced within 30 days in the applicable invoice format.

When presented for acceptance, a written deliverable defined as a final version 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, however, the TO Manager and/or TO Contractor may suggest additional subtasks or deliverables to improve the quality and success of the project (Please refer to Section 2.8, Required Project Policies, Guidelines and Methodologies).

TORFP ID	Deliverables	Time of Performance	Acceptance Criteria
2.6.1.10 N	Troubleshooters' Guidebook <i>Draft version</i>	NTP + 30 Business Days	Consistent with the requirements of the TORFP Submitted on time Adhering to DHR-approved format Contains relevant information as defined by discussion with DHR Contains minimal grammatical and content errors
2.6.1.10 N	Troubleshooters' Guidebook <i>Final Version</i>	NTP + 60 Business Days	Consistent with the requirements of the TORFP Submitted on time Adhering to DHR-approved format Contains relevant information as defined by discussion with DHR Experiences timely and relevant updates as per the requirements of the TORFP
2.6.1 (4)	Weekly Status Report	Close of Business at week's end	Consistent with the requirements of the TORFP Submitted on time Adhering to DHR-approved format Contains relevant information as defined by discussion with DHR Contains factual information

TORFP ID	Deliverables	Time of Performance	Acceptance Criteria
2.6.1 (5)	Monthly Status Report	15 th Business day following the close of the reporting period	Consistent with the requirements of the TORFP Submitted on time Adhering to DHR-approved format Contains relevant information as defined by discussion with DHR Contains factual information

2.8 REQUIRED 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

2.9 TO CONTRACTOR PERSONNEL MINIMUM QUALIFICATIONS

The following minimum qualifications are mandatory. The Master Contractor’s staff must demonstrate expertise in the following:

1. The TO Contractor shall be capable of furnishing all necessary services required to successfully complete all tasks and work requirements and produce high quality deliverables described herein.
2. The TO Contractor shall demonstrate, in its proposal, that it possesses such expertise in-house or has fostered strategic alliances and contracts with other firms for providing such services including OEM replacement parts or replacement of equipment.
3. At a minimum, the TO Contractor’s Project Manager and Hardware Maintenance Technician should possess the following qualifications:
 - A. Project Manager
 1. Education: A Bachelor Degree from an accredited college or University with a major in Computer Science, Information Systems, Engineering, or technical hardware maintenance and support discipline. In lieu of a Bachelor’s Degree, one year specialized and two years general experience may be substituted.

2. General Experience: Must have eight (8) years of computer hardware maintenance and support experience in at least two of the following disciplines: Equipment Operations and Hardware maintenance and Support as a Project Manager in the areas of computer equipment and peripherals, such as network and stand- alone computer equipment and peripherals for workstations, laptops and servers.
3. Specialized Experience: At least five (5) years of experience as a computer hardware maintenance and support Engineer or Project Manager in the areas of computer equipment and peripherals, such as network and stand- alone computer equipment and peripherals for workstations, laptops and servers

B) Hardware Technician

Hardware Maintenance and Support Technician should have a minimum four (4) years general and specialized experience in the repair, maintenance and support of computer equipment and peripherals, such as network and stand-alone computer equipment and peripherals for workstations, laptops and servers.

2.10 TO CONTRACTOR 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 deliverables 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.

2.11 INVOICE SUBMISSION

Invoices shall be submitted monthly for the prior month's work. Invoices must be submitted by the 15th business day of the month following the month the services were provided. Invoices must be accompanied by status reports (see section 2.7) that account for all hours billed and the activity that was being performed. Upon verification and acceptance of the invoices, payment will be made to the TO Contractor.

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS II Master Contract. Invoices for payment shall contain the TO Contractor's Federal Employer Identification Number (FEIN), as well as the information described below, and must be submitted to the TO Manager for payment approval.

2.11.1 INVOICE FORMAT

- A) The invoice shall identify Department of Human Resources/Office of Technology for Human Services, labor category, associated TO Agreement 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, including detail of work hours) submitted for payment to Department of Human Resources/Office of

Attention: Deputy CIO of Technical Services/TO Manager,
311 West Saratoga Street, Baltimore, Maryland 21201

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

2.11.2 MBE PARTICIPATION REPORTS

The MBE Participation goal for this TORFP is 30%. Monthly reporting of MBE participation is required in accordance with the terms and conditions of the CATS II Master Contract by the 15th day of each month. The TO Contractor shall provide a completed MBE Participation form (Attachment 2, Form D-5) to Department of Human Resources/Office of Technology for Human Services 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 Department of Human Resources/Office of Technology for Human Services. Department of Human Resources/Office of Technology for Human Services 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.

SECTION 3 – TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

Each Master Contractor receiving this CATS II TORFP must respond within the submission time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one or two possible responses: 1) a Proposal and/or 2) a completed Master Contractor Feedback form submitted electronically via the CATS II web site explaining why the Master Contractor will not be submitting a proposal. The form is accessible via your CATS II Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu.

3.2 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. The TO Proposal shall provide the following:

3.2.1 THE TECHNICAL PORTION OF THE TO PROPOSAL SHALL INCLUDE:

A) Proposed Services

- 1) **Requirements:** A detailed discussion of the Master Contractor's understanding of the work and the Master Contractor's 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.
- 3) **Risk Assessment:** An assessment of any risks inherent in the work requirements and actions to mitigate these risks.
- 4) **Work Breakdown Structure:** A detailed work breakdown structure and staffing schedule, with labor hours by skill category that will be applied to meet each milestone and deliverable, and to accomplish all specified work requirements. Do not include any cost in this section.
- 5) **Warranty Support:** The time period and service level of warranty as defined in Section 2.6.1.10.B.

B) Proposed Personnel

- 1) Identify and provide resumes for all proposed personnel by labor category.
- 2) Certification that all proposed personnel meet the minimum required qualifications and possess the required certifications in Section 2.9.
- 3) Complete and provide at the interview, Attachment 5 – Labor Classification Personnel Resume Summary.

- 4) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TO Agreement.

C) MBE Participation

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

D) Subcontractors

Identify all proposed subcontractors, including MBEs, and their full roles in the performance of this TORFP Scope of Work.

E) Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide three examples of work assignments that the proposed personnel have completed that were similar in scope to the one defined in this TORFP. Each of the three examples, to be provided at the interview, must include a reference complete with the following:

- a) Name of organization.
- b) Name, title, and telephone number of point-of-contact for the reference.
- c) Type and duration of contract(s) supporting the reference.
- d) The services provided, scope of the contract and performance objectives satisfied as they relate to the scope of this TORFP.
- e) Whether the proposed personnel are still providing these services and, if not, an explanation of why services are no longer provided to the client organization.

- 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 government entity of the State of Maryland. For each identified contract, the Master Contractor shall provide:

- a) The State contracting entity,
- b) A brief description of the services/goods provided,
- c) The dollar value of the contract,
- d) The term of the contract,
- e) Whether the contract was terminated prior to the specified original contract termination date,
- f) Whether any available renewal option was not exercised,
- g) The State employee contact person (name, title, telephone number and e-mail address).

F) State Assistance

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

G) Confidentiality

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

3.2.2 THE FINANCIAL RESPONSE OF THE TO PROPOSAL SHALL INCLUDE:

- 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) Completed Financial Proposal - Attachment 1

The Master Contractor should indicate on Attachment 1 the appropriate Labor Category being proposed, and the Fixed Hourly Labor Category Rate. Proposed rates are not to exceed the rates defined in the Master Contract.

SECTION 4 - PROCEDURE FOR AWARDING A TO AGREEMENT

4.1 EVALUATION CRITERIA

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 TO Agreement award determination, Department of Human Resources/Office of Technology for Human Services will consider all information submitted in accordance with Section 3.

4.2 TECHNICAL CRITERIA

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

- A) Understanding of the Specifications as defined in the TORFP, including quality of the approach, proposed solution, schedule and methodology
- B) Master Contractor Qualifications
- C) Personnel
- D) References

4.3 SELECTION PROCEDURES

- A) TO Proposals will be assessed throughout the evaluation process for compliance with the minimum personnel qualifications in Section 2.9 and quality of responses to Section 2 of the TORFP. Master Contractor proposals that fail to meet the minimum qualifications will be deemed not reasonably susceptible for award, i.e., disqualified and their proposals eliminated from further consideration.
- 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 all personnel proposed in each TO Proposal 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 has greater weight than price.

4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

Commencement of work in response to a TO Agreement shall be initiated only upon issuance of a fully executed TO Agreement, a Non-Disclosure Agreement (TO Contractor), a Purchase Order, and by a Notice to Proceed authorized by the TO Procurement Officer.

4.4.1 CHANGE ORDER

As outlined in Section 1.1, 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.

**ATTACHMENT 1 - PRICE PROPOSALS
PRICE PROPOSAL FOR CATS II TORFP # N00B0400279**

Deliverable	A	B
	Total Monthly Fixed Price	Total Proposed Yearly Fixed Price Base Year
Maintenance and hardware repair as defined in Section 2 Scope of Work)		

Authorized Individual Name Company Name

Title Company Tax ID #

SUBMIT WITH THE FINANCIAL RESPONSE

**ATTACHMENT 1-A PRICE PROPOSAL
PRICE PROPOSAL FOR CATS II TORFP # N00B0400279**

Deliverable	A	B
	Total Monthly Fixed Price	Total Proposed Yearly Fixed Price Option Year 1
Maintenance and hardware repair as defined in Section 2 Scope of Work)		

Authorized Individual Name

Company Name

Title

Company Tax ID #

SUBMIT WITH THE FINANCIAL RESPONSE

ATTACHMENT 1 –B PRICE PROPOSAL
 PRICE PROPOSAL FOR CATS II TORFP #N00B0400279

Deliverable	A	B
	Total Monthly Fixed Price	Total Proposed Yearly Fixed Price Option Year 2
Maintenance and hardware repair as defined in Section 2 Scope of Work)		

Authorized Individual Name

Company Name

Title

Company Tax ID #

SUBMIT WITH THE FINANCIAL RESPONSE

**ATTACHMENT 1 –c PRICE PROPOSAL
PRICE PROPOSAL FOR CATS II TORFP #N00B0400279**

Deliverable	A	B
	Total Monthly Fixed Price	Total Proposed Yearly Fixed Price Option Year 3
Maintenance and hardware repair as defined in Section 2 Scope of Work)		

Authorized Individual Name

Company Name

Title

Company Tax ID #

SUBMIT WITH THE FINANCIAL RESPONSE

**ATTACHMENT 1 –D PRICE PROPOSAL
PRICE PROPOSAL FOR CATS II TORFP #N00B0400279**

Maintenance and hardware repair as defined in Section 2 (Scope of Work)	A	B
Total Price for Base Year	\$	
Total Price for Option Year 1	\$	
Total Price for Option Year 2	\$	
Total Price for Option Year 3	\$	
Grand Total of Contract Plus Option Years Price \$		

Authorized Individual Name Company Name _____

Title Company Tax ID # _____

SUBMIT WITH THE FINANCIAL RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS**TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING REQUIREMENTS****CATS II TORFP # N00B0400279**

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 15th of the month following the month that is being reported. For example, the report for January's activity is due no later than the 15th of February. With the approval of the TO Manager, the report may be submitted electronically. Note: Reports are required to be submitted each month, regardless 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 should 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 15th 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 prime 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.N00B0400279, I affirm the following:

1. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of **30%** percent and, if specified in the TORFP, sub-goals of N/A percent for MBEs classified as African American-owned and N/A percent for MBEs classified as women-owned. I have made a good faith effort to achieve this goal.

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.

5. 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 BPO. N00B0400279	
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	

USE ATTACHMENT D-2 CONTINUATION PAGE AS NEEDED

SUMMARY

TOTAL MBE PARTICIPATION: _____ %
TOTAL WOMAN-OWNED MBE PARTICIPATION: _____ %
TOTAL AFRICAN AMERICAN-OWNED MBE PARTICIPATION: _____ %

Document Prepared By: (please print or type)
 Name: _____ Title: _____

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 #N00B0400279, I state the following:

- 6. Offeror identified opportunities to subcontract in these specific work categories:

- 7. Attached to this form are copies of written solicitations (with bidding instructions) used to solicit certified MBEs for these subcontract opportunities.

- 8. Offeror made the following attempts to contact personally the solicited MBEs:

- 9. Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements.
(DESCRIBE EFFORTS)

- This project does not involve bonding requirements.

- 10. 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 #N00B0400279, 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): _____ Report is due by the 15th of the following month.	CATS II TORFP #N00B0400279 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:			
List all unpaid invoices over 30 days old received from the MBE subcontractor named above:			
1.			
2.			
3.			
Total Dollars Unpaid: \$ _____			

**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:

<p>TO MANAGER Kenyatta Powers, Deputy CIO, System Management/Department of Human Resources/Office of Technology for Human Services 311 West Saratoga Street Baltimore, MD 21201 Office Phone (410) 767-7214 Fax (440) 333-0433 Email: KPowers@dhr.state.md.us</p>	<p>TO PROCUREMENT OFFICER Vincent Bautista, Agency Procurement Specialist II Office of Technology for Human Services 1100 Eastern Blvd. Essex, MD 21221 Office Phone: (410) 238-1300 Fax (410) 238-1260 Email: ybautist@dhr.state.md.us</p>
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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): ____/____ Report Due By the 15th of the following Month.	CATS II TORFP # N00B0400279 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:		
List all payments received from Prime TO Contractor during reporting period indicated above. 1. 2. 3. Total Dollars Paid: \$ _____	List dates and amounts of any unpaid invoices over 30 days old. 1. 2. 3. Total Dollars Unpaid: \$ _____	
Prime TO Contractor:		
Contact Person:		

Return one copy of this form to the following address:

TO MANAGER Kenyatta Powers, Deputy CIO, System Management/Department of Human Resources/Office of Technology for Human Services 311 West Saratoga Street Baltimore, MD 21201 Office Phone (410) 767-7214 Fax (440) 333-0433 Email: KPowers@dhr.state.md.us	TO PROCUREMENT OFFICER Vincent Bautista, Agency Procurement Specialist II Office of Technology for Human Services 1100 Eastern Blvd. Essex, MD 21221 Office Phone: (410) 238-1300 Fax (410) 238-1260 Email: ybautist@dhr.state.md.us
--	--

Signature: _____ Date: _____

Submit as required in TO Contractor MBE Reporting Requirements

ATTACHMENT 3 - Task Order Agreement

CATS II TORFP # N00B0400279, OTHSOTHS-10-002-S, OF MASTER CONTRACT # 060B9800035

This Task Order Agreement (“TO Agreement”) is made this 1st day of January, 2010 by and between **MASTER CONTRACTOR** and the STATE OF MARYLAND, Department of Human Resources/Office of Technology for Human Services.

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 Department of Human Resources/Office of Technology for Human Services, as identified in the CATS II TORP #N00B0400279.
 - b. “CATS II TORFP” means the Task Order Request for Proposals # N00B0400279, , dated January 1, 2010, including any addenda.
 - c. “Master Contract” means the CATS II Master Contract between the Maryland Department of Information Technology and **MASTER CONTRACTOR** dated June 1, 2009.
 - d. “TO Procurement Officer” means Vincent V. Bautista. 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 the Department of Human Resources/Office of Technology for Human Services and **MASTER CONTRACTOR**.
 - f. “TO Contractor” means the CATS II Master Contractor awarded this TO Agreement, whose principal business address is _____ and whose principal office in Maryland is _____.
 - g. “TO Manager” means Kenyatta Powers of the Office of Technology for Human Services. 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 **XXXXX, 2009 TECHNICAL**.
 - i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS II TORFP dated **XXXXXXXX, 2009 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 supersede the Master Contract.
 - 2.2. The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS 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 one year, commencing on the date of Notice to Proceed and terminating on December 31, 2012.

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 \$total amount of task order. 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 Federal ID number. 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, Department of Human Resources

By: Isabel FitzGerald, Chief Information 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 subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.

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

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

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

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

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

SUBMIT AS A PDF FILE WITH TECHNICAL RESPONSE

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 Technical 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. The 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 3 months experience, you must provide the dates from and to showing an amount of time that equals or exceeds mandatory time requirement.

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?
LABOR CLASSIFICATION TITLE – (INSERT LABOR CATEGORY NAME)	
Education: (Insert the education description from the CATS II RFP from section 2.9 for the applicable labor category.)	
Experience: (Insert the experience description from the CATS II RFP from section 2.9 for the applicable labor category.)	
Duties: (Insert the duties description from the CATS II RFP from section 2.6.1 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 TO RESPONSE
SIGNATURE REQUIRED AT THE TIME OF THE INTERVIEW

ATTACHMENT 6 - Directions to the Pre-TO Proposal Conference
DIRECTIONS TO DHRIS
MIDDLESEX
1100 EASTERN BOULEVARD
Essex, MD 21221

From the South

- Take I-95 North (through the Fort McHenry Tunnel)
- Stay on I-95 until the intersection of I-95 and 695
- Take the exit for 695 toward Essex
- Get into the left lane
- Take exit 36 (Route 702 toward Essex)
- Stay on 702 for about 2 miles
- Take the Route 150 exit, Eastern Boulevard, East, toward Essex
- On Eastern Boulevard, stay in right lane
- Make a right at first light into Middlesex Shopping Center
- Make a left at stop sign, proceed past library
- Turn left into large parking lot at DHRIS Center

From the North

- Take I-95 south to intersection of I-95 and 695 (exit from left lane)
- Take 695 East toward Essex
- Get into the left lane
- Take exit 36 (Route 702 toward Essex)
- Stay on 702 for about 2 miles
- Take the Route 150 exit, Eastern Boulevard, East, toward Essex
- On Eastern Boulevard, stay in right lane
- Make a right at first light into Middlesex Shopping Center
- Make a left at stop sign, proceed past library
- Turn left into large parking lot at DHRIS Center

From the West

- Take I-70 East to intersection of I-70 and 695
- Take 695 toward Towson
- When you pass Bel Air exit get into left lane
- Take exit 36 (Route 702 toward Essex)
- Stay on 702 for about 2 miles
- Take the Route 150 exit, Eastern Boulevard, East, toward Essex
- On Eastern Boulevard, stay in right lane
- Make a right at first light into Middlesex Shopping Center
- Make a left at stop sign, proceed past library
- Turn left into large parking lot at DHRIS Center

ATTACHMENT 7 - 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 # N00B0400279 for Hardware Maintenance and Repair Services. 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 in Section 1.8 of the TORFP, 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 under Section 1.8, 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 Vincent Bautista, OTHS Procurement Officer, Department of Human Resources/Office of Technology for Human Services 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 8 - 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 Department of Human Resources/Office of Technology for Human Services (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 Hardware Maintenance and Repair Services TORFP No. N00B0400279, **dated XXXX, 2009**, (the “TORFP) issued under the Consulting and Technical Services II 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.

Contractor/Contractor's Personnel:

Name: _____

Title: _____

Date: _____

Department of Human Resources:

Name: _____

Title: _____

Date: _____

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

ATTACHMENT 9 – 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 with the TO number in the subject line.

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

C) Does each accepted substitution possess equivalent or better education, experience and qualifications than incumbent personnel?

Yes No (If no, explain why) _____

D) Was the substitute approved by the agency in writing?

Yes No (If no, explain why) _____

Section 4 – MBE Participation

A) What is the MBE goal as a percentage of the TO value? (If there is no MBE goal, skip to Section 5)
%

B) Are MBE reports D-5 and D-6 submitted monthly?

Yes No (If no, explain why) _____

C) What is the actual MBE percentage to date? (divide the dollar amount paid to date to the MBE by the total amount paid to date on the TO)

%

(Example - \$3,000 was paid to date to the MBE sub-contractor; \$10,000 was paid to date on the TO; the MBE percentage is 30% ($3,000 \div 10,000 = 0.30$))

D) Is this consistent with the planned MBE percentage at this stage of the project?

Yes No (If no, explain why) _____

E) Has the Master Contractor expressed difficulty with meeting the MBE goal?

Yes No

(If yes, explain the circumstances and any planned corrective actions)

Section 5 – TO Change Management

A) Is there a written change management procedure applicable to this TO?

Yes No (If no, explain why) _____

B) Does the change management procedure include the following?

Yes No Sections for change description, justification, and sign-off

Yes No Sections for impact on cost, scope, schedule, risk and quality (i.e., the impact of change on satisfying TO requirements)

Yes No A formal group charged with reviewing / approving / declining changes (e.g., change control board, steering committee, or management team)

C) Have any change orders been executed?

Yes No

(If yes, explain expected or actual impact on TO cost, scope, schedule, risk and quality)

D) Is the change management procedure being followed?

Yes No (If no, explain why) _____

ATTACHMENT 11 – AGENCY ACCEPTANCE OF DELIVERABLE FORM

Agency Name: Office of Technology for Human Services (OTHS)
TORFP Title: Hardware Maintenance and Repair Services
TO Manager: Kenyatta Powers, Deputy CIO Technical Services

To:

The following deliverable, as required by TO Agreement, BPO.N00B0400279, 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 OF THE TORFP.

**ATTACHMENT 12 – EQUIPMENT AND LOCATIONS
(Separate and Detached)**

**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

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

Latest Update: July 28th, 2009