



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

PBX III PORFP WRITER

**CATS II TORFP #
F50B2400014**

DEPARTMENT OF INFORMATION TECHNOLOGY (DOIT)

ISSUE DATE: DECEMBER 7, 2011

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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 Title:	PBX III PORFP Writer
Functional Area:	Functional Area 17 - Documentation/Technical Writing
TORFP Issue Date:	12/7/2011
Closing Date and Time:	1/4/2012 at 2:00 PM
TORFP Issuing Agency:	Department of Information Technology (DoIT)
Send Questions and Proposals to:	Robert Krysiak ITPO@doit.state.md.us
TO Procurement Officer:	Robert Krysiak Office Phone Number: 410-260-7179 Email: Robert.Krysiak@doit.state.md.us
TO Manager:	Alan Sabol Office Phone Number: 410-260-7970 Email: alan.sabol@doit.state.md.us
TO Project Number:	F50B2400014
TO Type:	Time and Materials
Period of Performance (POP):	NTP- May 31, 2014
MBE Goal:	0 percent
Small Business Reserve (SBR):	No
Primary Place of Performance:	DoIT, 45 Calvert Street Annapolis, MD 21401
TO Pre-proposal Conference:	None

SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

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

The TO Manager has the primary responsibility for the management of the work performed under the TOA; administration functions, including issuing written directions; ensuring compliance with the terms and conditions of the CATS II Master Contract; and, in conjunction with the selected Offeror, achieving completion of the Scope of Work on-budget and on-time.

1.2 TO AGREEMENT

Based upon an evaluation of TO Proposal responses, an Offeror will be selected to conduct the work defined in Section 2 - Scope of Work. A specific TOA will be entered into between the State and the selected Offeror, which will bind the selected Offeror (TO Contractor) to the contents of its TO Proposal, including the price proposal.

1.3 TO PROPOSAL SUBMISSIONS

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

The TO Proposal should be submitted via two separate emails. DoIT has a 10 megabyte size limit on any one email; please ensure each transmittal is under that limit.

The first email should have in the subject line "PBX III PORFP Writer- Technical Proposal" and include the technical proposal as an attachment in MS Word format and include separate PDF files of the following attachments with required signatures clearly visible:

- TORFP Attachment 9 – Labor Classification Personnel Resume Summary

The second email should have in the subject line "PBX III PORFP Writer Project Staffing Services – Attachments" and include separate PDF files of the following TORFP attachments with required signatures clearly visible:

- TORFP Attachment 1 - Price Proposal
- TORFP Attachment 3 - Conflict of Interest and Disclosure Affidavit
- TORFP Attachment 7 - Living Wage Affidavit of Agreement

1.4 ORAL PRESENTATIONS / INTERVIEWS

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

1.5 CONFLICT OF INTEREST

The Offeror awarded the TO Agreement shall provide IT technical and/or consulting services for State agencies or component programs with those agencies, and must do so impartially and without any conflicts of interest. Each Offeror shall complete and include a Conflict of Interest Affidavit in the form included as Attachment 3 of 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 an Offeror's TO Proposal under COMAR 21.06.02.03B.

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

1.6 NON-DISCLOSURE AGREEMENT

State documents and other information may need to be reviewed by the TO Contractor in order to fulfill the requirements of the TOA. The TO Contractor, employees and agents who review such documents will be required to sign, including but not limited to, a “Non-Disclosure Agreement (TO Contractor)” in the form of Attachment 6.

1.7 LIMITATION OF LIABILITY CEILING

Pursuant to Section 28 (C) of the CATS II Master Contract, the limitation of liability per claim under this TORFP shall not exceed the total TOA amount.

1.8 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

Department of Information Technology (DoIT) is responsible for contract management oversight on the CATS II Master Contract. As part of that oversight, DoIT has implemented a process for self-reporting contract management activities of CATS II task orders (TO). This process shall typically apply to active TOs for operations, maintenance, and support valued at \$1 million or greater, but all CATS II TOs are subject to review.

Attachment 8 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

DoIT is seeking proposals from Offerors for appropriately skilled and experienced telecommunications professionals. The goal is to assist agencies in the gathering of required specifications and the creation of Purchase Order Request for Proposals (PORFPs) that will be issued to Master Contractors to procure telecommunications equipment maintenance and services. One (1) resource may be provided via the Offeror's internal resources or through a subcontractor with up to one (1) additional resource at a later date to be determined by the State. The requested labor category for this TORFP is listed in Section 2.5 and in Attachment 1, the Price Proposal form. Full labor category descriptions can be found in the CATS II RFP document online at:

http://doit.maryland.gov/contracts/Documents/CATSII_RFPdocs/CATS_II_RFP.pdf

DoIT will engage the successful candidates via this TOA full or part time and as needed at different points in the project life cycle.

2.2 REQUESTING AGENCY INFORMATION

DoIT Voice is responsible for the State's telecommunications platform at multi-agency locations and for managing several of the DoIT Telecom Contracts, to ensure State agencies and Master Contractors adhere to the terms defined in the various contracts.

2.3 PROJECT BACKGROUND

The new PBX III contract was issued in March of 2010 to replace the existing PBX I and II contracts, which were sole awardee contracts. The PBX III contract has multiple awardees, and resulted in a new process that requires agencies to issue PORFPs to all qualified Master Contractors. State agencies utilize Telecom Coordinators, each with different levels of telecommunications expertise. This project is designed to assist Telecom Coordinators and procurement personnel in the completion of the PORFP and the award package documentation for purchases made using the PBX III contract.

The candidate shall provide the following services:

- Track incoming PORFP requests, and assist agencies with PORFP questions.
- Review agency requirements, and assess each PORFP request.
- Author and review the PORFP documentation prior to issuance to PBX III Master Contractors.
- Track the progress of outstanding PORFPs .
- Ensure the award package documentation is compliant and notify the agency when it is appropriate to proceed with PO issuance.
- Archive PORFP documentation.
- Modify and maintain PORFP templates.

2.4 TORFP ROLES AND DEFINITIONS

- A) TO Procurement Officer - DoIT staff person listed in the Key Information Summary Sheet (Page 4) responsible for managing the TORFP process resulting in a TO Agreement for PBX III PORFP Writer Project Staffing Services;
- B) TO Manager – DoIT staff person listed in the Key Information Summary Sheet responsible for administration of the resulting TO Agreement from execution through TO close out.

- C) Offerors – CATS II Master Contractors who submit proposals in response to this TORFP.
- D) TO Contractor – The CATS II Master Contractor awarded a TO Agreement as a result of this TORFP. The TO Contractor shall provide the resource described in Section 2.5 and Attachment 1. The TO Contractor shall also provide the written deliverables described in Section 2.6.

2.5 REQUIRED EXPERIENCE AND DUTIES & RESPONSIBILITIES

Offerors either internally or through sub-contracting relationships identified in their proposals, shall be capable of providing a qualified resource in the requested labor category below. In order to propose a rate for a labor category at the Task Order level, the Offeror must have provided a maximum labor rate for that labor category at the CATS II Master Contract level.

Offerors must have the ability to have any requested resources report for duty as required by the TO Manager within five (5) business days of the request by the TO Manager.

The table below represents the requested labor category, which the awarded TO Contractor shall provide during the TO at the sole discretion and request of the TO Manager.

Labor Category	Preferred Resource Selection Criteria	Duties & Responsibilities
1. Technical Writer / Editor (56)	<p>Five (5) years minimum experience in establishing functional requirements for telecommunication systems.</p> <p>Three (3) years minimum experience in creation of RFPs or similar procurement documents.</p> <p>Must be able to demonstrate knowledge of complex telephony systems including traditional PBX, VoIP PBX, ACD, and Voice Mail systems.</p>	<ul style="list-style-type: none"> • Monitor PBX III mailbox and track incoming PORFP requests. • Assist agencies with PORFP questions. • Review agency requirements, and assist with PORFP development as needed. • Author and review the PORFP documentation prior to issuance. • Track the progress of outstanding PORFPs. • Ensure the award package documentation is compliant and notify the agency when it is appropriate to proceed with PO issuance. • Archive PORFP documentation. • Modify and maintain PORFP templates. • Edit written material for clarity, flow, proper English and unobtrusive grammar.

2.6 DELIVERABLES

2.6.1 DELIVERABLE FORMATS, QUALITY, AND TIME OF PERFORMANCE

Offerors shall be capable of providing personnel with skills and knowledge sufficient to complete all duties and responsibilities described in Section 2.5, and create, update, and maintain high quality deliverables as described in Section 2.6.2. Proposals shall demonstrate that Offerors can provide such personnel from in-house and/or through strategic alliances with other firms as named in Offeror proposals.

2.6.2 DELIVERABLE DESCRIPTIONS

The main deliverable required by this TORFP is staffing as described in Section 2.5. Other deliverables are documents as described below in conjunction with the staffing services deliverable. The TO Contractor’s role with written deliverables is to update and maintain them as current. The TO Manager shall be the sole point of contact for coordinating delivery of all deliverables under this task order. The TO Contractor may recommend

improvements or create new written deliverables to improve the quality and success of staffing services activities. Written deliverables shall not contain structural errors such as poor grammar, misspellings or incorrect punctuation, and shall represent current factual information. The time of performance for all deliverables for this TORFP is ongoing throughout the task order period of performance.

ID#	Performance Deliverable
2.5.2.1	Author and Review PORFPs – Encompasses all of the duties and responsibilities in Section 2.5 and culminates in the overall effective execution of PORFP duties. The quality of this deliverable shall be assessed via monthly TO performance ratings by the TO Manager (Section 2.5). This assessment will be based upon the timely completion of tasks and quality and accuracy of completed work. Determination of quality and accuracy of completed work is in the TO Manager’s sole discretion.
Written Deliverables	
2.5.2.2	Maintain PORFP tracking log – Monitor the PBX III incoming mailbox daily and input new requests into the PORFPs tracking log daily. Update the tracking log as the PORFP status changes. Author PORFPs and make edits as required to meet agency needs.
2.5.2.3	Archive PORFP documents – As PORFPs are approved move documentation from the work in progress location to the archive location within five (5) business days.

2.7 MONTHLY PERFORMANCE RATINGS AND MITIGATION PROCEDURES

2.7.1 Monthly Performance Ratings for Deliverables

Based on the quality of deliverables, each month the TO Manager shall issue a corresponding performance rating on the monthly Deliverable Product Acceptance Form (DPAF) provided as Attachment 5. At the time a resource is brought on to work on the project, at the State’s discretion, the DPAF (Attachment 5) shall be modified by the TO Manager to include role specific performance evaluation factors for each resource. These factors shall be determined based on the specific need for the individual resource and may be modified by the State during the course of the resource’s time on the project. In the event of poor or non-performance on the deliverable resulting in a rating of “unacceptable” or “partially unacceptable”, full or partial payment may be withheld pending the outcome of the mitigation procedures below.

2.7.2 Mitigation Procedures for Poor or Non-Performance

At any time during the task order period of performance, should the quality of deliverables be rated “unacceptable” or “partially unacceptable” due to poor or non-performance as determined by the TO Manager, DoIT shall pursue the following mitigation procedures prior to requesting a replacement employee:

- A) The TO Manager shall document performance issues and give written notice to the TO Contractor, clearly describing problems and delineating remediation requirement(s).
- B) The TO Contractor shall respond with a written remediation plan within three (3) business days and implement the plan immediately upon written acceptance by the TO Manager.
- C) Should performance issues persist, the TO Manager may give written notice or request the immediate removal of person(s) whose performance is at issue, and determine whether a substitution is required.

2.8 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES

The TO Contractor shall be required to comply with all applicable laws, regulations, policies, standards and

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

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

2.9 TO CONTRACTOR MINIMUM QUALIFICATIONS

DoIT has established minimum qualifications that must be met in order for a proposal to be considered reasonably susceptible for award. If DoIT determines a proposal does not meet the minimum qualifications, DoIT will notify the Offeror accordingly and purge the associated price proposal from DoIT files unopened. Minimum qualifications are as follows:

- Five (5) years successful experience in providing staffing resources as described in this TORFP.

2.10 TO PERSONNEL MINIMUM QUALIFICATIONS

The TO Contractor’s proposed personnel shall:

- Have five (5) years of experience with Microsoft Office Word and Excel applications.
- Have five (5) years of experience in Telecommunications sales or operations.
- Have a Bachelor’s Degree from an accredited college or university.
- Have five (5) years of experience establishing functional requirements for telecommunications systems.
- Have three (3) years of experience in creation of RFPs or similar procurement documents, or as a technical writer in the telecommunications field
- Have three (3) years of experience with complex telephony systems including traditional PBX, VoIP PBX, ACD, and Voice Mail systems.

2.11 INVOICING

Within three (3) business days after every fourth week in the task order period of performance, the TO Contractor shall submit timesheets for the preceding four (4) weeks for all resources provided under the task order. This procedure may be adjusted at the TO Manager’s discretion, for example, to synchronize DPAFs and invoice periods with the calendar months.

The time sheets shall be weekly and shall show at a minimum:

- Title: “PBX III PORFP Writer”
- Issuing company name, address, and telephone number
- Employee / resource name
- The week ending date, e.g., “Week Ending: mm/dd/yyyy” (weeks run Sunday through Saturday)
- Tasks completed that week and the associated deliverable names and ID#s

- Number of hours worked each day
- Total number of hours worked that week
- Weekly variance above or below the number of hours approved for that week by the State
- Annual number of hours planned under the TO
- Annual number of hours worked to date
- Balance of hours remaining
- Annual variance to date (Sum of weekly variances)
- Signature and date lines for the TO Manager

Submission of time sheets shall be to the TO Manager for approval by signature. Upon receiving approval of each set of four time sheets, the TO Contractor shall submit a DPAF, provided as TORFP Attachment 5, to the TO Manager for signature.

DPAFs shall be submitted as MS Word documents by email. Following the return of the executed DPAF indicating “Accepted” and signed by the TO Manager, the TO Contractor shall submit an invoice in accordance with the procedures in Section 2.11.1. The invoice must be accompanied by a copy of the executed DPAF or payment may be withheld.

2.11.1 INVOICE SUBMISSION PROCEDURE

- A) The invoice shall identify “DoIT Fiscal Services” as the recipient and contain the following information:
 - 1) Date of invoice
 - 2) TO Agreement number
 - 3) TO Contractor point of contact with telephone number
 - 4) Deliverable name “PBX III PORFP Writer”
 - 5) Deliverable number “2.5.2.1”
 - 6) Period of performance covered by the invoice,
 - 7) Names of all personnel covered by the invoice, hours worked by each, hourly labor rate for each, invoice amount for each, and total invoice amount.

- B) The TO Contractor shall email the invoice along with a copy of the executed, corresponding DPAF to “DoIT Fiscal Services” at email address: LaFrance.Garlington@doit.state.md.us, with a copy to the TO Manager.

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

SECTION 3 - TASK ORDER 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 of two possible responses: 1) a proposal; or 2) a completed Master Contractor Feedback Form. The feedback form is accessible via the 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, they shall do so in conformance with the requirements of this CATS II TORFP. All proposal documents (e.g., TO Price Proposal) shall be identifiable by the CATS TORFP number. A TO Proposal shall contain the following sections IN ORDER:

3.2.1 TECHNICAL PROPOSAL

- 1) Executive Summary: A brief overview of the Offeror's technical proposal.
- 2) Subcontractors: Identify all proposed subcontractors and each subcontractor's role in the TO Agreement. NOTE: Subcontractors may not be added after the TO Agreement is ratified.
- 3) Master Contractor Company Experience.
Provide at least three (3) verifiable examples of staffing engagements the Master Contractor has performed on that are similar to Section 2 - Scope of Work. Each example must include the following information in order:
 - a) Name of client organization.
 - b) Contact name, telephone number, and email address.
 - c) Services provided as they relate to Section 2 - Scope of Work.
 - d) Start and end dates for each engagement.
 - e) Any labor categories provided that match the labor categories in this TORFP
 - f) If the Master Contractor no longer provides the services, provide an explanation why.
- 4) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any entity of the State of Maryland. For each identified State of Maryland contract, the Master Contractor shall provide:
 - a) Contract or task order name.
 - b) Contract award value in dollars
 - c) Name of State agency.
 - d) Agency contact name, title, telephone number, and email address.
 - e) Types of services provided.
 - f) Start and end dates for contract or task order. If the Master Contractor is no longer providing the services, explain why not.
 - g) Indicate if the contract was terminated before the original expiration date.
 - h) Indicate if any renewal options were not exercised.

Note: State of Maryland experience is neither required nor given more weight in proposal evaluations. The information is used to alert the State to any past partnerships that may affect susceptibility for award.

- 5) Assumptions: A description of any assumptions formed by the Master Contractors in developing the Technical Proposal. Assumptions shall not impose conditions, contingencies, or exceptions to the technical proposal.
- 6) Key Management Staff: Provide the names and titles of the Master Contractor's key management staff responsible for the fulfillment of services under the TOA.

3.2.2 PRICE PROPOSAL - ATTACHMENT 1

- 1) A description of any assumptions on which the Master Contractor's Price Proposal is based (Assumptions shall not impose conditions, contingencies, or exceptions to the price proposal);
- 2) A completed Price Proposal with all requested labor categories shown at fully loaded all-inclusive hourly rates.

3.3 CONFIDENTIALITY

Master Contractors 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.

SECTION 4 – TASK ORDER AWARD PROCESS

4.1 OVERVIEW

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

4.2 TECHNICAL PROPOSAL EVALUATION CRITERIA

If the minimum qualifications in Section 2.10 are met, the following technical criteria shall be used to evaluate proposals in descending order of importance (Failure to meet minimum qualifications shall disqualify a proposal):

- A) Ability internally or through sub-contracting to provide resources in the requested labor category as required in Section 2.9.
- B) Strength of past experience.

4.3 SELECTION PROCEDURES

- A) Technical proposals will be evaluated by an evaluation committee using the criteria in Section 4.2. For technical proposals deemed reasonably susceptible for award (i.e., meets minimum qualifications), the associated price proposals will be opened.
- B) For proposals deemed not reasonably susceptible for award (i.e., does not meet minimum qualifications), the associated price proposals will not be opened.
- C) Qualified technical proposals will be compared in combination with the corresponding price proposals. Technical merit will receive greater weight than price in the comparisons.
- D) The proposal deemed most advantageous to the State, considering both the technical and price submissions, shall be selected for TO award.
- E) All Master Contractors who proposed shall receive written notice from the Procurement Officer identifying the awardee.

4.4 COMMENCEMENT OF WORK UNDER A TOA

Commencement of work in response to a TOA shall be initiated only upon issuance of a fully executed TOA (Attachment 2), a Non-Disclosure Agreement (Attachment 6), and a Purchase Order and / or Notice to Proceed (Attachment 4).

**ATTACHMENT 1 – PRICE PROPOSAL
FOR CATS II TORFP # F50B2400014**

Hourly rates below may be lower than, but shall not exceed, the Offeror’s financial proposal under the CATS II Master Contract #060B9800035. The number of hours shown are for *evaluation purposes only* and may not reflect actual work hours under the task order.

Requested Labor Categories	A	B	C
	Hourly Rate	Evaluation Hours	Proposed Price
1. Technical Writer Editor (56)	\$	2000	\$
TOTAL EVALUATION PRICE			\$

Print Authorized Individual’s Name Company Name

Authorized Individual’s Signature Date

Title Company Tax ID #

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

SUBMIT AS A PDF FILE WITH THE PRICE PROPOSAL

ATTACHMENT 2 – TASK ORDER AGREEMENT

CATS II TORFP F50B2400014 OF MASTER CONTRACT #060B9800035

This Task Order Agreement (“TO Agreement”) is made this day of Month, 201_ by and between Task Order Contractor (TO Contractor) and the STATE OF MARYLAND, Department of Information Technology (DoIT).

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 DoIT, as identified in the CATS II TORFP # F50B2400014.
 - b. “CATS II TORFP” means the Task Order Request for Proposals # F50B2400014, dated 12/7/2011, including any addenda.
 - c. “Master Contract” means the CATS II Master Contract between the Maryland Department of Information Technology and TO Contractor dated _____.
 - d. “TO Procurement Officer” means the individual so identified in the TORFP Key Information Summary Sheet. 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 DoIT and TO Contractor.
 - f. “TO Contractor” means the CATS II Master Contractor awarded this TO Agreement, whose principal business address is _____.
 - g. “TO Manager” means Alan Sabol of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
 - h. “TO Proposal - Technical” means the TO Contractor’s technical response to the CATS II TORFP F50B2400014.
 - i. “TO Proposal – Price” means the TO Contractor’s price proposal to the CATS II TORFP F50B2400014.
 - j. “TO Proposal” collectively refers to the TO Proposal - Technical and TO Proposal - Price.
2. Scope of Work
 - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or super-cede the Master Contract.
 - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS II TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
 - a. The TO Agreement,
 - b. Exhibit A – CATS II TORFP
 - c. Exhibit B – TO Proposal-Technical
 - d. Exhibit C – TO Proposal-Price

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 and / or purchase order from the TO Manager. The term of this TO Agreement is for a period commencing on the date of Notice to Proceed and terminating on May 31, 2014.

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 the total amount of the 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 _____. 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 (See Section 2.11 of the TORFP).
- 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, DoIT

By: Alayna Mande, TO Procurement Officer

Date

Witness: _____

ATTACHMENT 3 – 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 sub-contractor or sub-consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.
- C) The bidder or Offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.
- D) The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):
- E) The bidder or Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or Offeror shall immediately make a full disclosure in writing to the Procurement Officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or Offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Master 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 TO PROPOSAL

ATTACHMENT 4 – NOTICE TO PROCEED

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS II Task Order Agreement # F50B2400014

Dear TO Contractor Contact:

This letter is your official Notice to Proceed as of Month Day, Year, for the above-referenced Task Order Agreement. Alan Sabol of DoIT will serve as your contact person on this Task Order. Mr. Sabol can be reached at 410-260-7170, email: Alan.Sabol@doit.state.md.us.

Accompanying this Notice to Proceed is an original, fully executed Task Order Agreement and purchase order.

Sincerely,

Robert Krysiak

Task Order Procurement Officer

ATTACHMENT 6 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made as of this ___ day of _____, 201_, by and between the State of Maryland (“the State”), acting by and through DoIT (the “Department”), and _____ (“TO Contractor”), a corporation with its principal business office located at _____.

RECITALS

WHEREAS, the TO Contractor has been awarded a Task Order Agreement (the “TO Agreement”) for PBX III PORFP Writer TORFP No. F50B2400014 dated December 7, 2011, (the “TORFP”) issued under the Consulting and Technical Services procurement issued by the Department, Project Number 060B9800035; and

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

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

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

TO Agreement between the TO Contractor and the State.

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

TO Contractor/TO Contractor's Personnel:

DoIT:

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SUBMIT AS REQUIRED IN SECTION 1.6 OF THE TORFP

ATTACHMENT 7 – LIVING WAGE AFFIDAVIT OF AGREEMENT

Contract No. F50B2400014

Name of Contractor _____

Address _____

City _____ State _____ Zip Code _____

If the Contract is Exempt from the Living Wage Law

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

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

If the Contract is a Living Wage Contract

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

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

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

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

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____ Title: _____

Witness Name (Typed or Printed): _____

Witness Signature & Date: _____

ATTACHMENT 8 – 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	
<p>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.)</p>	
<p>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) _____</p>	
<p>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) _____</p>	
Section 2 – Task Orders with Invoices Linked to Time, Labor Rates and Materials	
<p>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) _____</p>	
<p>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) _____</p>	
<p>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) _____</p>	
Section 3 – Substitution of Personnel	
<p>A) Has there been any substitution of personnel? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, skip to Section 4.)</p>	

B) Did the Master Contractor request each personnel substitution in writing?

Yes No (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 9 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY

INSTRUCTIONS:

1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 060B9800035.
2. Only labor categories proposed in the Master Contractors Financial Proposal may be proposed under the CATS II TORFP process.
3. For each person proposed in any of the labor categories, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements. This summary is required at the time of the interview.

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

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

