



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

**MARITIME LAW ENFORCEMENT INFORMATION
NETWORK SYSTEMS INTEGRATOR**

**CATS II TORFP #
K00P0400316**

DEPARTMENT OF NATURAL RESOURCES

ISSUE DATE: AUGUST 3, 2010

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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. All Master Contractors must complete and submit a Master Contractor Feedback form via the CATS II web site regardless of whether a TO Proposal is submitted or not. 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:	Maritime Law Enforcement Information Network Systems Integrator
Functional Area:	Functional Area 1 – Enterprise Service Provider
TORFP Issue Date:	08/03/2010
Closing Date and Time:	09/20/2010 at 10:00 AM
TORFP Issuing Agency:	Department of Natural Resources, Natural Resources Police
Send Questions and Proposals to:	Ms Penny Bates pbates@dnr.state.md.us
TO Procurement Officer:	Ms. Penny Bates Office Phone Number: 410-260-8369 Office FAX Number: 410-260-8373
TO Project Manager:	Mr. Timothy Bowman -tbowman@dnr.state.md.us Office Phone Number: 410-260-8891 Office FAX Number: 410-260-8878
TO Project Number:	<i>K00P0400316</i>
TO Type:	Fixed price and Time and Materials
Period of Performance:	From NTP to May 31, 2014
MBE Goal:	25 percent
Small Business Reserve (SBR):	No
Primary Place of Performance:	Department of Natural Resources 580 Taylor Avenue Annapolis, MD 21401
TO Pre-proposal Conference:	Dept. of Natural Resources/ 580 Taylor Ave. , C-1, Annapolis, MD 21401. 08/20/2010 @ 1000 AM See Attachment 6 for directions. Due to space limitations, RSVP to Tim Bowman if you plan to attend at tbowman@dnr.state.md.us

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 2.8 for information on change orders.

The TO Project 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 the Department of Natural Resource's e-mail system time stamp. The TO Proposal is to be submitted via e-mail as two attachments in MS Word format to: tbowman@dnr.state.md.us. The "subject" line in the e-mail submission shall state the TORFP #K00P0400316. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS II TORFP #K00P0400316 Technical". The second file will be the financial response to this CATS II TORFP and titled, "CATS II TORFP #K00P0400316 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 will be required to make an oral presentation to State representatives. Significant representations made by a Master Contractor during the oral presentation shall be submitted in writing. All such representations will become part of the Master Contractor's proposal and are binding, if the Contract is awarded. 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 technical and/or consulting services for State agencies or component programs with those agencies, and must do so impartially and without any conflicts of interest. Each Master Contractor shall complete and include a Conflict of Interest Affidavit in the form included as Attachment 4 this TORFP with its TO Proposal. If the TO Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of

COMAR 21.05.08.08A, the TO Procurement Officer may reject a Master Contractor's TO Proposal under COMAR 21.06.02.03B.

Master Contractors 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 580 Taylor Avenue, Annapolis, Maryland. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of Attachment 10. Please contact the TO Procurement Officer of this TORFP to schedule an appointment.

In addition, certain documentation may be required by the TO Contractor awarded the 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 (TO Contractor) in the form of Attachment 11.

1.8 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 TO Agreement amount established.

1.9 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

DoIT will be performing contract management oversight on the CATS II master contract. As part of that oversight, DoIT has implemented a process for self-reporting contract management activities of CATS II task orders (TO). This process shall typically apply to active TOs for operations and maintenance services valued at \$1 million or greater, but all CATS II TOs are subject to review.

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

SECTION 2 - SCOPE OF WORK

2.1 PURPOSE

The Department of Natural Resources (DNR), Natural Resources Police (NRP) is issuing this CATS II TORFP to obtain systems integration services to implement a multi-jurisdictional statewide Maritime Law Enforcement Information Network (MLEIN).

2.2 REQUESTING AGENCY BACKGROUND

The Maryland Natural Resources Police is the enforcement arm of the Department of Natural Resources, a state agency. With an authorized strength of 247 officers and a dedicated staff of civilian and volunteer personnel, the NRP provide a variety of services in addition to conservation and boating law enforcement duties throughout the State of Maryland. These services include homeland security, search and rescue, emergency medical services, education, information and communications services on a round the clock basis. NRP is the only police force aside from the Maryland State Police that has statewide jurisdiction, and has been identified as the lead law enforcement agency for maritime homeland security in Maryland according to the “Maryland Maritime Concept of Operations and Strategic Security Plan”, (SSI) dated July 1, 2006.

NRP routinely patrol Maryland waterways and public lands to conduct law enforcement patrols related to resource conservation, boating safety, search and rescue and homeland security. NRP has Statewide law enforcement jurisdiction, and maintains a visible law enforcement presence throughout Maryland’s public lands and waterways. The NRP, the State Forest and Parks Service, the State Forestry Fire Service and the Wildlife and Heritage Service, in coordination, rely on the DNR’s information technology systems to respond to emergencies related to boating, hunting, wildlife management, and recreation in state parks, state forests, and Natural Resource Management Areas. The State Forestry Fire Service is responsible for wildfire suppression to protect life and property statewide, relying on the dispatch system for coordination of its own operations and with local jurisdictions.

2.3 ROLES AND RESPONSIBILITIES

The project management team is sponsored by the NRP in cooperation with the DNR Information Technology Service (ITS) Members include:

Colonel George F. Johnson, IV, Superintendent NRP, Executive Sponsor responsible for matters regarding the expression of business needs, the interpretation of functional requirements language, and the mediation of issues regarding the priority, scope and domain of business requirement.

Len Singel, DNR Chief Information Technology, responsible for project oversight regarding IT security and adherence to the State IT practices.

Timothy Bowman, NRP Project Manager, responsible for overall project execution and day-to-day project oversight.

Robert Swan, ITS Technical Consultant (Applications), responsible for technical oversight of software development and IT security.

Ron Mundy, ITS Technical Consultant (Network Infrastructure), responsible for technical oversight of network infrastructure and wireline data transport.

Ed Ryan, ITS Technical Consultant (Wireless Communications), responsible for technical oversight of wireless communications and wireless data transport.

2.4 PROJECT BACKGROUND

MLEIN is a system designed to positively influence the cooperative effort of law enforcement agencies as they confront the need for a coordinated response to any and all Homeland Security and other security issues occurring on the Chesapeake Bay and its tributaries.

MLEIN is to be an operational network for use by those law enforcement agencies with deployable maritime assets. It facilitates the vision of a unified law enforcement effort to protect those who avail themselves of the maritime environment as a means of business, or pleasure and represents a quantum leap in the level of available information to the entire maritime law enforcement community. The need for a coordinated response to waterborne emergencies drove the creation of the MLEIN project. By creating a distributed network of first responder agencies, the Department is able to leverage multiple technologies in use by multiple agencies and distribute that information to command and control centers located statewide. The MLEIN system will utilize radar coverage of the Chesapeake Bay supplemented by sophisticated cameras which will aid in the identification of suspect vessels/personnel. By placing this information on an accurate mapping system with overlays which depict critical components necessary for defense and sites to be defended, which is then transmitted to command centers as well as the Mobil Data Terminals of forces on the water, MLEIN will provide the Incident Commander with a level of situational awareness which is currently unavailable.

Supplementary software will enable “command center to command center” status of forces and activity while secure audio/video conferencing technology will allow decision makers to confer prior to the commitment of forces to a particular action.

By collecting and sharing information relative to vessel tracking and identification through the Automated Identification System (AIS), vessel tracking through radar and confirmation by camera, exchange of accurate, real time information, NRP seek to support the United States Coast Guard and lead other allied law enforcement agencies seeking to defeat acts of aggression against the Port of Baltimore, waterfront energy producers, or any other economic or government entity with a maritime nexus.

Recognizing the need for common inbound data usable by an Incident Commander of either State or Federal affiliation, MLEIN will produce information necessary for decision makers to act in a manner which is complimentary and supplemental to mission success.

In order to achieve overall situational awareness in the maritime domain, it is essential that suspect vessels/persons be identifiable and deployed forces informed of events in real time. Such awareness can only be achieved through technology that connects forces on the water with their commanders. Additionally, forces on the water must have the capability to recognize their positions vis-a-vis suspect vessels/persons. Such a capability enhances coordination of action. In essence, every officer from command at the various HQ's to forces deployed for tactical response share an accurate “picture” of an on-going event. This defines Maritime Domain Awareness and will facilitate accomplishment of the defensive mission.

As a result of this TORFP, NRP expects to gain the ability to:

1. Establish Command and Control (may also be known as Central Management and C2) capability through a software product (see Task 3). Such a capability will allow NRP to receive and display data from multiple data sources.
2. Track commercial vessel traffic displaying the Automatic Identification System on the Chesapeake Bay from the Virginia line to the Delaware jurisdiction line through the C&D canal (see Task 1).
3. Track small vessels on the Chesapeake Bay and its tributaries (see Task 1).
4. Establish waterside static or moving exclusionary and/or security zones (see Task 1).
5. Establish a data delivery system to Law Enforcement Command centers, Mobile devices, and/or other partners through a secure web portal (see Task 1).
6. Display the location of vessels and exclusionary/security zones on a maritime mapping solution (see Task 1).
7. Receive and display data from internal data bases and external data bases (see Task 3).

8. Gain software Commercial off the Shelf (COTS) solutions which are “open architecture” and easily integrated to other COTS products including a “to be purchased” Computer Aided Dispatch/Records Management System.
9. Gain an Access Control system which will differentiate between levels of authorized use by approved individuals or entities (see Requirements).
10. Utilize camera, radar, and AIS receivers installed at three to four locations covering that portion of the Bay from the commercial vessel anchorage (South of the Chesapeake Bay Bridge), north to Hart Miller Island, West to and including the Baltimore Harbor, and East to the Bay shoreline.
11. View and display existing radars from Pax River Naval Air Station, Naval Research Laboratory, Baltimore Police Department (see Task 1).
12. Utilize additional or substitute design elements provided by the chosen integrator (See Task 2, Sub-task 1)

In order to accomplish these objectives, the Department seeks the services of a qualified Systems Integrator. The Systems Integrator shall be expected to produce the following deliverables (Task 1-5) over a multi-year period based upon this TORFP. The Department shall identify the specific order of the deliverables and the expected completion based upon available funding and Departmental priorities.

All vendors are encouraged to review this TORFP thoroughly in order to understand the requirements put forth.

2.5 TECHNICAL AND FUNCTIONAL REQUIREMENTS

2.5.1 FUNCTIONAL/BUSINESS REQUIREMENTS

2.5.1.1 Integration Requirements

The Systems Integrator shall design, furnish, install, integrate and test a comprehensive Maritime Law Enforcement Information Network Command and Control System. The Command and Control System shall control and top end manage all existing and proposed subsystems. This integrated system shall provide comprehensive situational awareness with the ability to view, manage and respond to rule and policy based alerts, alarms and incidents from all systems, sources and sensors with a single user interface that is transparent to the originating application. The Systems integrator shall integrate the new system with existing systems that will provide full functionality with all existing systems currently accessed. The Systems integrator shall integrate the new system with the following proposed systems: Computer Aided Dispatch/Records Management System (CAD/RMS); Homeland Security Domain Awareness (HSDA- a Radar Surveillance System with cameras and analytic software); Vessel Tracking System (VTS); Integrated mapping for graphical display of various user defined items such as; facilities, sensors, events, vehicles, alarms, etc. The Command and Control system shall support and integrate with other sensors types, such as acoustic, pressure, vibration, etc. that are currently in use by the Department and other agencies. The system shall provide graphic, real time, location depiction of all sensors, Mobile Data Terminals (MDT's), and other critical devices with the capability to add an AIS Base Station and to graphically display location and vessel data with ability to vector friendly vessels to suspect targets. The system shall provide rules-based alerts by integrating information from all systems, sources and sensors.

2.5.1.2 Further Functional/Business Requirements

Additional Functional/Business Requirements are included in Attachment 13, sections 1.1 through 1.17. The ID# associated with the Functional/Business Requirement references Attachment 13, e.g., A13.1.1, etc.

FUNCTIONAL / BUSINESS REQUIREMENTS

ID #	Functional / Business Requirements	Associated Deliverable ID # From Section 2.13.3 Below (If Applicable)
A13.1	General Requirements for all Software	1

A13.1.1.5.1	User Environments	19, 20
A13.1.1.5.2	Security/Logon	19, 20
A13.1.1.6	Type Of User Access	19, 20
A13.1.1.7	Auditing and logging	19, 20
A13.1.1.8	Capacity, Performance and Uptime Requirements	19, 20
A13.1.1.9	Look and Feel	19, 20
A13.1.1.10	Backup, Recovery, Archiving and Purging	19, 20
A13.1.1.11	Standards and best practices	19, 20
A13.1.1.12	Administration	19, 20
A13.1.1.13	Help	19, 20
A13.1.1.14	Information System Security	19, 20
A13.1.1.15	Web-Based Services	53

2.5.2 TECHNICAL REQUIREMENTS

Technical requirements are provided in Attachment 13.

ID #	Technical Requirements	Associated Deliverable ID # (From section 2.13.3 below):
A13.2 (all)	TASK 1 - Vessel Tracking sub-System (VTS)	22-29
A13.3 (all)	TASK 2 - Homeland Security Domain Awareness (HSDA)	30-37
A13.4 (all)	TASK 3 - Command and Control (C2) Software Integration	38-45

2.5.3 NON-FUNCTIONAL TECHNICAL REQUIREMENTS

2.5.3.1 Installation Requirements.

The Systems Integrator shall be responsible for the installation of all equipment furnished under this contract. The Systems Integrator shall provide on-site field engineering to supervise, and technicians to perform the installation. All work shall be performed in a manner adapted to local conditions and best calculated to promote quality installation, to secure safety to life, person, and property, to assure a safe and continuous operation of the NRP, and to reduce to a minimum any interference with the public and with other contractors or State employees in or about the property. The Systems Integrator shall provide preliminary documentation with the response to this TORFP on installation practices, tests, and quality control procedures of each component of the MLEIN, including, but not limited to, the Vessel Tracking system. The Systems Integrator shall provide final documentation on the results of the application of these installation practices, tests, and quality control procedures after completion of the installation at each designated location.

2.5.3.2 Radars, cameras, and related equipment shall only be installed in accordance with installation plans that have been previously approved by NRP. The Systems Integrator shall provide all mounting hardware, cables, plugs, and accessories. Installation shall not commence until appropriate installation plans have been reviewed and approved by NRP.

2.5.3.3 Site availability for equipment installation. NRP will make its best endeavors to have sites available for installation, however NRP shall not be held responsible for any necessary or untoward unavailability of sites.

2.5.3.4 Installation Planning: The radar/camera installations shall be planned such that the minimum of disruption of service shall occur to NRP operations. The installation plan shall consist of four steps: development of

an installation plan and schedule, a description and plans of the work to be accomplished, approval by NRP, and accomplishment of the equipment installation.

- 2.5.3.4.1 The Systems Integrator shall review the sites to establish equipment requirements, cable paths and layouts, mounting details, modification requirements, and any other particular requirements such that all necessary information is gathered for each radar/camera installation site.
- 2.5.3.4.2 The Systems Integrator shall develop the detailed Site Installation Plan(s), schedule, and installation drawings for each facility. These plans shall be submitted to NRP at least thirty (30) days prior to the commencement of any installation.
- 2.5.3.4.3 NRP shall review and either grant approval or return for revision each Site Installation Plan within ten (10) working days of receipt of each Plan.
- 2.5.3.4.4 The Systems Integrator shall not commence any installation work at any site until and unless specific written notice has been received of NRP approval of each specific Site Installation Plan.
- 2.5.3.4.5 Each installation shall be accomplished in accordance with the relevant Site Installation Plan. Any deviations or changes to each relevant Site Installation Plan shall be coordinated with NRP and agreed to by NRP in writing.
- 2.5.3.5 Specific Installation requirements.
 - 2.5.3.5.1 Equipment installations shall be done in a professional and workmanlike manner and in accordance with all applicable codes and good engineering practices.
 - 2.5.3.5.2 All radars, cameras, and related equipment shall be connected by means of CAT-5 or higher cable, with camera power being supplied integral to the CAT-5 (or higher) cable. At those sites where cable lengths or manufacturer's recommended installation practices preclude the use of CAT-5 (or higher) cable, the Systems Integrator shall obtain specific approval from NRP, in writing, allowing the deviation.
 - 2.5.3.5.3 All equipment racks and cabinets, and individual equipment shall be grounded in accordance with R-56 standards (exception 5 ohm limit on ground impedance), state and local electrical codes. In this connection, the Systems Integrator is to take special note of the presence of high ground currents and take appropriate steps to avoid ground loops and consequent equipment damage.
 - 2.5.3.5.4 All main equipment racks shall be connected to suitable breaker panels to be provided by NRP. All electrical wiring and connections shall be properly made and installed, and properly terminated.
 - 2.5.3.5.5 The Systems Integrator shall provide drawings that indicate the locations of each component of the Vessel Tracking system, location of wiring runs, conduit and interconnect points, and other pertinent details. Loose wiring or wiring not properly contained in a trough, conduit or raceway shall not be acceptable.
 - 2.5.3.5.6 The Systems Integrator shall conduct the installation of equipment such as to ensure the minimum of disruption to NRP operations. In the event that equipment down time is required, it shall be accomplished at the time of the midnight shift, and NRP shall be given at least 48 hours notice of the time and duration of the propose down-time. In no circumstances shall any NRP equipment be placed out of service without prior written permission from NRP. Work shall be coordinated with the NRP Point of Contact.
 - 2.5.3.5.7 The Systems Integrator is encouraged to propose installation methods that will simplify the installation process.
- 2.5.3.6 Completion of Installations.
 - 2.5.3.6.1 The Systems Integrator shall provide an "as built" check list for each individual NRP site that lists all components removed, installed, or modified at each site. For each component, model, type numbers and serial numbers shall be provided as appropriate. The check list should also show completion of tests, and appropriate acceptance signature blocks. The satisfactory accomplishment of this check list shall be an inherent part of the Systems Integrator Quality Control process. Where appropriate, NRP acceptance signatures should also be included. The date of acceptance of the completed "as-built" check list by NRP for a particular site shall act as the date of commencement of beneficial use of that site. These provisions shall flow down to any installation sub-contractor.
- 2.5.3.7 Systems Integrator Installation Responsibilities:

- 2.5.3.7.1 Repair of damage: The Systems Integrator shall be responsible for the installation of all equipment, systems and parts thereof. Any damage caused by the Systems Integrator shall be immediately reported to NRP, and damage so caused shall be repaired by the Systems Integrator at the expense of the Systems Integrator. If the Systems Integrator fails to repair the damage within thirty (30) days of its occurrence, NRP may undertake the repair and withhold such moneys from any balance due and/or seek reimbursement to cover the repair costs.
- 2.5.3.7.2 After installation or modification, the Systems Integrator shall ensure that the site is clean, and free from trash, metal shavings and grease marks, water leaks, and/or any other deviation from normal conditions.
- 2.5.3.7.3 Database responsibility: The Systems Integrator shall undertake the responsibility for installing, correcting, and updating the software and databases provided by the Systems Integrator. The Systems Integrator shall work closely with NRP and other database users or providers, to determine the scope and extent of any correctional or update work required to ensure complete and seamless integration between these other data bases and the provided system.
- 2.5.3.7.4 Installation of data, computer software, and files: The Systems Integrator shall be responsible for loading all data, computer software, and other information into the system. As appropriate, NRP will provide files in existing formats for the use of the Systems Integrator, including files current at the time of cut-over.
- 2.5.3.7.5 Software system set-up: The Systems Integrator shall be responsible for initially setting up the system and for entering and loading all required data into the system, including but not limited to the following:
 - 2.5.3.7.5.1 Defining the hardware and software configuration.
 - 2.5.3.7.5.2 Defining the user functional partitions.
 - 2.5.3.7.5.3 Defining the data required for all data bases.
 - 2.5.3.7.5.4 Defining the routing of event and incident reports.
 - 2.5.3.7.5.5 Defining the priorities of event and incident actions.
 - 2.5.3.7.5.6 Setting the initial values for all user-adjustable parameters.
 - 2.5.3.7.5.7 Setting the initial values for thresholds.
 - 2.5.3.7.5.8 Entering all communication interface parameters.
 - 2.5.3.7.5.9 Downloading all aid, help, and procedure files.
- 2.5.3.7.6 The Systems Integrator shall be responsible for the installation or modification of all equipment, systems and parts thereof in accordance with the requirement of a complete turn-key system installation. The Systems Integrator is fully responsible for installing a completely operational system at the contract price. The Systems Integrator shall provide all labor, materials, parts, cables, required signs, software, documentation, instructions, warranty and maintenance in accordance with the intent of these specifications.

ID #	Non-Functional, Non-Technical Requirements	Associated Deliverable ID # (From section 2.13.3 below):
2.9	Warranty.	60
2.9.4	Hardware Maintenance support during Installation, Testing, and Warranty	13
2.9.5	Software Maintenance support during Installation, Testing, and Warranty:	19
2.9.7	Software Licenses.	1
2.9.7.1	Routine use of software	1
2.9.7.2	Software escrow.	1
2.9.8	Spare Parts.	56
2.9.8.1	Parts List:	56
2.9.8.8	Recommended Parts:	56
2.9.8.9	Parts Availability:	61
2.9.9	Test Equipment	61

2.10	Post-Implementation Support	61, 62
2.10.2	Hardware Maintenance after Warranty:	61

2.5.4 Implementation and Support

The Systems Integrator, with appropriate involvement from Department personnel, must perform all tasks required to implement the proposed system, including all configuration and construction of interfaces, where required.

2.5.5 System Implementation

The Systems Integrator's project implementation team shall work closely with the Department's project team in coordinating implementation tasks and activities. Critical consideration must be given to overall implementation planning. It should be a priority of the Systems Integrator's implementation team to limit the impact to the Department's daily operations. Communication is key to this effort, and therefore the Department will require the Systems Integrator to develop and implement a comprehensive communications plan for the scope of the project.

2.5.6 Project Management

The Systems Integrator will be responsible for applying project management methodologies in the areas of project planning, resource management, project monitoring, production control, configuration management, quality assurance, test plan, conversion plan, training plan, implementation methodology, post-implementation support, and documentation (work plan, quality assurance, configuration management, requirements, fit gap analysis, general and detailed system design, test plan, training plan, and user manual).

- 2.5.6.1 Project Approach: The implementation of the total COTS solution will be accomplished through separate and distinct tasks. The Contractor shall recommend the implementation sequence. The Department will approve the sequence of installation of all customizations following the completion of the SDLC Planning phase of the project.
- 2.5.6.2 SDLC Planning Phase. The contract kick-off meeting begins the Planning phase of the project. This effort will establish the approach to the remainder of the development and implementation of the new MLEIN system. The following events and documents (in addition to others not specifically identified here) will be performed, defined and/or created during the Project:
- 2.5.6.3 Project Management Plan (project deliverable): The Contractor shall develop and deliver an initial Project Management Plan (PMP) according to the due date as it appears in the Project Deliverables. The plan is created with components related to acquisition planning, configuration management planning, quality assurance planning, concept of operations, system security, verification and validation, and systems engineering management planning. The Contractor shall document changes and updates to the PMP as they occur.
- 2.5.6.4 Security Risk Assessment (project deliverable): An assessment of the application is performed in advance of each phase implementation to assess compliance with Department and the State Department of Budget and Management, Office of Information Technology, Information Technology Security Policy and Standards, (Version 1.5, January 2007) (Reference the following web site: http://www.dbm.maryland.gov/dbm_publishing/public_content/dbm_taxonomy/security/prevention/itsecuritypolicies.pdf). The assessment focuses on the areas of the MLEIN System: assets, threats, vulnerabilities, likelihood, consequences and safeguards. The risk assessment evaluates compliance with baseline security requirements, identifies threats and vulnerabilities, and assesses alternatives for mitigating or accepting residual risks.
- 2.5.6.5 Requirements Traceability Matrix (RTM) (project deliverable): The Contractor and the Department shall jointly develop the RTM. The RTM shall be a cross reference of the features requested by the Department and the capabilities of the MLEIN solution as required in both the Statement of Work (SOW) the Functional and Technical Requirements Document .
- 2.5.6.6 Project Implementation Plan & Baseline Schedule (PIPBS) (project deliverable): Once the Department has approved the recommendations of the Contractor for the sequence of implementation, the Contractor will document the sequence in the PIPBS and submit the plan for the Department's approval. The PIPBS

will be developed and delivered by the Contractor. The plan shall be updated periodically and substantially be the same as the plan submitted in the Contractor's proposal.

- 2.5.6.7 Detailed System Design Document (DSD) (project deliverable): Upon approval by the Department of the Project Implementation Plan and Baseline Schedule (PIPBS), the design of the MLEIN system will commence. The Contractor shall work with the Department to develop the required workflow diagrams and produce the Detailed System Design Document. Upon direction of the Department's PM, the Contractor, in conjunction with representatives of the Department's Project Team, will conduct the Detailed Design Review meetings for the purpose of reviewing the Detailed System Design Document (DSD).
- 2.5.6.8 Training Plan (TP)(project deliverable): The Contractor shall provide a Training Plan (TP)(project deliverable) that outlines the objectives, needs, strategy, and curriculum to be addressed when training users on the new system. This plan at a minimum will include the following:
 - 2.5.6.8.1 Activities needed to support the development of training materials.
 - 2.5.6.8.2 Coordination of training schedules.
 - 2.5.6.8.3 Reservation of personnel and facilities.
 - 2.5.6.8.4 Planning for training needs (Include the target audiences and topics on which training must be conducted.)
 - 2.5.6.8.5 Format of the training program. (Include the list of topics to be covered, materials, time, space requirements, and proposed schedules.)
 - 2.5.6.8.6 Discuss QA in terms of testing, course evaluation, feedback, and course modification/enhancement.
- 2.5.6.9 System Engineering Management Plan (SEMP)(project deliverable): The Contractor shall provide a System Engineering Management Plan (SEMP)(project deliverable) providing a top-level technical plan describing the management process necessary to ensure that all components are fully compliant with all agreed upon requirements and standards. The SEMP shall, at a minimum, include the following:
 - 2.5.6.9.1 Detailed scope definition
 - 2.5.6.9.2 Contracted software
 - 2.5.6.9.3 Communications protocol information
 - 2.5.6.9.4 System security and how it relates to the engineering activities
- 2.5.6.10 Quality Assurance Plan (QAP) (project deliverable): The Contractor shall provide a Quality Assurance Plan (QAP) (project deliverable) which shall, at a minimum, include the following:
 - 2.5.6.10.1 Quality assurance methodology
 - 2.5.6.10.2 Best Practices associated with implementing a system of this magnitude
 - 2.5.6.10.3 Procedures and tools that will be used to ensure delivery of quality products to Maryland
 - 2.5.6.10.4 Defined roles for the Department relating to the quality review of deliverables
- 2.5.6.11 Subcontractor Management Plan (SUBCP) (project deliverable): The Contractor shall provide a Subcontractor Management Plan (SUBCP) (project deliverable) for each subcontractor employed by the Contractor. The plan shall, at a minimum, include the following:
 - 2.5.6.11.1 Contractor/subcontractor working relationship
 - 2.5.6.11.2 Project Requirements
 - 2.5.6.11.3 Tools and procedures that will be used to manage the sub-contractor(s)
 - 2.5.6.11.4 Approach to problem resolution
 - 2.5.6.11.5 Corrective action approach for missed deliverables
- 2.5.6.12 Project Manager. Assign a Project Manager (must be an employee of the Systems Integrator, not a subcontractor) to facilitate and oversee the complete project, and be the sole Systems Integrator contact for the Department for all items concerning the installation of this system. The Project Manager's responsibilities shall include but not be limited to the inventory of all equipment, determination of site requirements, facilitation of all site and equipment installation, coordination with Department personnel on any areas that are in question during system installation and acceptance, scheduling, subcontracting, contract and sub-contract administration, and to produce and distribute progress reports throughout the system installation and acceptance period. The Project Manager will follow the project management process defined in the Project Management Body of Knowledge (PMBOK) from the Project Management Institute (PMI).

- 2.5.6.13 Submit the name and resume of the person who will be the Project Manager with the response to this TORFP. In order to maintain continuity throughout the negotiation process, and after the contract award, the Systems Integrator shall undertake, in the response to this TORFP, not to reassign the Project Manager position to any other individual without the specific written approval by the Department. The Systems Integrator must certify, in the response to this TORFP, that the Project Manager has the power to make significant decisions relevant to the project, and has direct access to the Systems Integrator's top management for resolving problems beyond the Project Manager's direct authority.
- 2.5.6.14 The Project Manager must be on site during critical points of the installation of this system. The Project Manager shall perform the following tasks as a minimum to meet the requirements of this specification:
- 2.5.6.14.1 Prepare and administer a detailed Project Plan. This Project Plan shall be updated monthly and presented to NRP at the time of the Monthly Progress Report.
 - 2.5.6.14.2 Be responsible for coordinating any required engineering which needs to be completed after order write up. Schedule the delivery, and keep DNR informed at all times, of the delivery schedule of all equipment pertaining to this system.
 - 2.5.6.14.3 Perform all site visitations with an NRP representative as well as any installation subcontractors.
 - 2.5.6.14.4 Coordinate all site preparation required for the successful installation of this system.
 - 2.5.6.14.5 Have full authority and perform all subcontracting functions required to complete this project within the guidelines of this TORFP, including invoice approvals, approving/withholding payments, and monitoring performance.
 - 2.5.6.14.6 Provide to NRP all installation documentation, wiring diagrams and as-built documentation as required by this TORFP.
 - 2.5.6.14.7 Oversee the actual installation of the fixed equipment installation and provide any information and assistance as required by the installation personnel and/or NRP.
 - 2.5.6.14.8 Oversee the inventory all equipment for this system, with NRP representatives.
 - 2.5.6.14.9 Coordinate the entire optimization effort of this system until accepted by NRP.
 - 2.5.6.14.10 Be responsible for the correct development of the Acceptance Test Plan. The Project Manager shall be responsible for the correct performance of each ATP, and shall assume all responsibility for collating all the data and submitting it to the Department. The Project Manager is also responsible to schedule each ATP test and to ensure that appropriate NRP representatives are present.
 - 2.5.6.14.11 Coordinate with NRP all training requirements as described within this specification.
 - 2.5.6.14.12 Ensure accountability for the resolution of remedial work required because of the discrepancies or faults discovered during the Preliminary Acceptance Tests and On-Line Demonstration Testing.
 - 2.5.6.14.13 Perform an audit of the system installation to ensure that the installation has been installed to the highest quality standards for items such as system grounding.
 - 2.5.6.14.14 Conduct regular meetings with NRP, during the system installation, as necessary to keep NRP up to date on the status of the installation process.
 - 2.5.6.14.15 Maintain and promulgate minutes of all meetings held with NRP, and issue the minutes to the TO Project Manager within five (5) working days of each such meeting.
- 2.5.6.15 Progress Schedule procedures. Full compliance with the following procedures is essential to insure the timely processing of progress payments.
- 2.5.6.15.1 Prepare and maintain a detailed Progress Schedule. This schedule shall be the Systems Integrator's working schedule and shall be used to plan, organize and execute the work; record and report actual performance and progress; and forecast remaining work. The schedule shall include a Work Breakdown Structure and appropriate Gantt charts.
 - 2.5.6.15.2 Submit the Progress Schedule to NRP within thirty (30) days after the NTP. The schedule shall include a time scaled bar chart (Gantt chart) reflecting the Contract milestone(s) and Contract completion dates, and the dates the Systems Integrator intends to start and complete all items of the Contract work. The Progress Schedule shall be prepared and presented in a Microsoft Project format.
 - 2.5.6.15.3 Schedule work such that any specified intermediate milestone(s) and completion dates are met.

- 2.5.6.15.4 The initial baseline schedule submittal shall reflect zero status, addressing the Contract work as viewed from NTP looking forward in time.
- 2.5.6.16 The Progress Schedule shall be submitted by means of five (5) copies of a CD-R, properly labeled with Systems Integrator's name, contract title, contract number, and access code(s). The Progress Schedule and the CD-R shall be clearly marked with the version number or date.
 - 2.5.6.16.1 Administration's Review and Approval: after submission of the complete Progress Schedule, the Systems Integrator shall participate in a conference with NRP to appraise and evaluate the proposed schedule and make any revisions necessary as a result of this review. The complete Final Progress Schedule shall be resubmitted within five (5) calendar days after the conference.
 - 2.5.6.16.2 Progress Schedule Updates: In view of the urgency of this project, NRP requires the following procedure to be observed:
 - 2.5.6.16.3 A regularly scheduled formal Monthly Project Review shall be conducted on NRP premises on the second Wednesday of each calendar month, commencing one (1) month after NTP.
 - 2.5.6.16.4 An up-to-date Project Schedule shall be presented.
 - 2.5.6.16.5 Based on the formal Project Schedule, an Action Item List shall be generated. At each project meeting, this Action Item List shall be updated and any appropriate necessary remedial actions described.
 - 2.5.6.16.6 Reports on the status of the Action Item List shall form the basis for the regular monthly Project Reports.
 - 2.5.6.16.7 The monthly Progress Schedule Update report shall be generated in addition to the Action Item List. This monthly report, besides displaying the Action Item List, will highlight any known or anticipated factors that may have a negative impact on the success of the project.
 - 2.5.6.16.8 Each identified task or sub-task within the Project Schedule shall indicate the percentage of work completed within the reporting period. The Project Manager shall make the best effort to ensure that the reported percentage of completion of each task or sub-task is realistic and true.
 - 2.5.6.16.9 Revised Progress Schedules: submit, for approval, a Revised Progress Schedule in the same form as set forth above, when one or more of the following conditions occur:
 - 2.5.6.16.9.1 When a change or delay significantly affects any specified intermediate milestone date, the completion date or the sequence of activities.
 - 2.5.6.16.9.2 When the Systems Integrator elects to change a sequence of activities affecting any critical path or to significantly change the previously approved schedule submitted.
 - 2.5.6.16.9.3 When, in the opinion of NRP, the status of work is such that the Progress Schedule and associated documentation is no longer representative for planning, executing and evaluating the work.
 - 2.5.6.16.10 Delays and Time Extensions. When proposed changes are initiated or delays are experienced submit to the TO Project Manager in writing:
 - 2.5.6.16.11 Time Impact Analysis illustrating the influence of each change or delay on any specified intermediate milestone date or completion date. The Time Impact Analysis is to include what critical path activities are affected on what specific workdays and why for each activity for each workday. Also, if the claim is for more than one contract milestone, the Time Impact Analysis is to address each contract milestone individually.
 - 2.5.6.16.12 A Schedule Revision Proposal describing the Systems Integrator plans to incorporate the change or delay into the current Progress Schedule with minimal impact to milestone completion dates. Justification of the plan shall be based on revised activity logic and/or duration in addition to such other supporting evidence, as the TO Project Manager deems necessary.
 - 2.5.6.16.13 Five (5) copies of each Time Impact Analysis and Schedule Revision Proposal within thirty (30) days after any delay occurs or if notice of direction is given to the Systems Integrator.
 - 2.5.6.16.14 NRP will, within a reasonable time after receipt of the Systems Integrator's Time Impact Analysis and Schedule Revision Proposal, review the submittal and advise the Systems Integrator in writing thereof. Upon agreement by both parties the appropriate revisions shall be incorporated into the Progress Schedule at the next monthly update.
 - 2.5.6.16.15 It is understood and agreed that the schedule float time is not for the exclusive use of either NRP or the Systems Integrator. Extensions of time for performance under any and all of the

provisions of this Contract will be granted only to the extent the equitable time adjustment for activities affected exceed the total float along the paths involved.

- 2.5.6.16.16 Where NRP has not yet made a final determination, or the parties are unable to agree on the schedule revisions or time extensions, if any, the Systems Integrator shall incorporate such revisions as NRP may determine to be appropriate for such interim purposes. It is understood and agreed that any such interim determination for the purpose of this paragraph shall not be binding on either party for any other purpose and that, after NRP has made a final determination the Systems Integrator shall revise the Progress Schedule in accordance with the final decision.
- 2.5.6.17 Agency Furnished resources.
 - 2.5.6.17.1 Systems Integrator parking will be provided at those NRP premises where on-site parking is available.
 - 2.5.6.17.2 An appropriate Person Identification badge will be issued by the Maryland Department of General Services (DGS) to those Systems Integrator personnel who will be required to make frequent visits to State property. The TO Project Manager will coordinate the issuance of these badges. Systems Integrators are advised that a signed application for each person is required together with a signed Authorization of Release of Information. A photograph will be taken by the DGS, a background check completed, and a fee of \$50.00 is required.
 - 2.5.6.17.3 NRP will allow the Systems Integrator to enter Department properties only after prior coordination and prior approval by NRP. NRP will provide any necessary safety or security escorts. Details of these escort requirements will be made available to the Systems Integrator after contract award.
 - 2.5.6.17.4 NRP will provide the Systems Integrator, after contract award, appropriate physical, electrical, and other drawings as may be necessary to design and accomplish the work described in this TORFP.
 - 2.5.6.17.5 NRP will provide the Systems Integrator, after contract award, information on communication interface requirements, communication security requirements, and other information as may be necessary to design and accomplish the work described in this TORFP.
- 2.5.6.18 Critical personnel replacement.
 - 2.5.6.18.1 All personnel described in the Systems Integrator's proposal shall perform continuously for the duration of the task order, and for so long as performance is satisfactory to the TO Project Manager. The TO Project Manager shall give written notice of personnel performance issues to the Systems Integrator, clearly describing the problem and delineating remedial requirement(s). The Systems Integrator shall respond with a written remedial plan within three (3) business days, and implement the remedial action(s) immediately upon written acceptance of the TO Project Manager. Should performance issues persist, the TO Project Manager may give written notice or request the immediate removal of the person(s) whose performance is at issue, including the Program Manager, and determine whether a substitution is required.
- 2.5.6.19 The Systems Integrator may not substitute personnel described in the Systems Integrator's proposal other than by reason of an individual's health or by termination of employment without the prior written approval of the TO Project Manager.
 - 2.5.6.19.1 To replace any personnel specified in the Systems Integrator's proposal, the Systems Integrator shall submit resumes of the proposed substitute personnel to the TO Procurement Officer for approval, with a copy to the DOIT Program Management Office, at least two (2) weeks prior to the effective date of substitution. All proposed replacement personnel shall have qualifications at least equal to those of the replaced personnel, and must be approved by the TO Project Manager upon recommendation by the TO Procurement Officer that the proposed substitutes meet the minimum qualifications specified in the Master Contract.
- 2.5.6.20 Period of Performance. The start date of contract performance shall be within two (2) weeks of NTP, unless otherwise specifically agreed by the NRP. **VTS capabilities AND C2 DEPLOYMENT SHALL OCCUR WITHIN THE INITIAL FIVE (5) MONTHS OF THE PERFORMANCE PERIOD.**

2.6 Disaster Recovery

2.6.1 System Disaster Recovery: The Contractor shall provide the hardware and software for a disaster recovery system. A well-defined Disaster Recovery Plan needs to be in place to ensure the Department loses no data during a disaster and is up and running at production environment capacity within five minutes of a disaster. The System must have a method in place for failover to an offsite location. This should include replication of the data and the recovery method for the workflow transactions that were in progress at the time of the failure.

2.6.2 The Contractor shall provide the technical and business support as requested by the Department for all Disaster Recovery planning, implementation, training, and testing support for the MLEIN System.

2.6.3 Disaster Recovery Environment Hardware Configuration Document (project deliverable): The Contractor shall provide the Disaster Recovery hardware system requirements for use at the Disaster Recovery site that will allow the State to operate at a production environment capacity.

2.6.4 The Contractor shall provide a method of data replication that offers “real-time replication”.

2.6.5 Disaster Recovery Plan (project deliverable): The Contractor shall provide the Department with a single, detailed Disaster Recovery Plan addressing the needs of the Department. The Contractor shall work with Project team members to produce recommendations for the action steps and assigned area responsibility for their execution of these steps, which will appear in this Disaster Recovery Plan document. This plan shall cover a variety of likely disaster situations and may include various options for response based upon the type of disaster. This plan will also include the necessary steps and area responsibility needed to restore the MLEIN System operation back to “Pre-Disaster” status.

2.6.6 Disaster Recovery Plan Test (project deliverable): The Contractor, with assistance from the Project Team Members, will successfully execute a test of the Disaster Recovery Plan to include the restoration of the MLEIN System back to its pre-test status.

2.7 Testing

The implementation must include adequate provisions for functional, performance and reliability testing. The Department expects Systems Integrator involvement in the development of all test plans and testing to assure that the each system delivers the expected results. Satisfactory completion of a mutually agreed-upon acceptance test for each stage of the implementation is required. The acceptance test will include a confirmation of each functional requirement identified in this TORFP, in addition to standard acceptance procedures that the Department may require.

2.8 Acceptance Testing.

2.8.1 This TORFP requires the completion of all work to the satisfaction of NRP. The Systems Integrator shall carry out all those tests required to demonstrate compliance with this TORFP and that the MLEIN system is fully operational in all respects. As required, the Systems Integrator shall provide an overall Acceptance Test Plan at the time of CDR, and individual Acceptance Test Procedure (ATP) for individual components of the system at least thirty (30) days prior to the test date(s). After NRP approval, these individual ATP tests shall be conducted and the results documented. Once the entire MLEIN system is installed and operational, On-Line Demonstration Testing shall be conducted. After the completion of all tests, and the delivery of all contract deliverables, Final Acceptance shall occur.

2.8.2 Acceptance Test Procedures.

2.8.2.1 Testing Requirements: The Systems Integrator shall conduct those tests that verify and document the MLEIN system performance and compliance with this TORFP. The Systems Integrator shall submit an Acceptance Test Plan (ATP) for approval by NRP thirty (30) days prior to the commencement of Acceptance Testing. Acceptance Testing shall contain component, subsystem, and system tests to verify that the overall MLEIN system will meet the design requirements. The Systems Integrator shall coordinate acceptance testing with NRP personnel in order to minimize

operational impact upon normal daily activities. The Systems Integrator shall perform preliminary Acceptance Tests and preliminary On-Line Demonstration Tests in order to ensure that discrepancies are not discovered during the Final Acceptance Tests.

- 2.8.2.2 Test Compliance Document: The Systems Integrator shall provide a Test Compliance Document clearly noting each particular test to be accomplished, in a format such that appropriate NRP personnel who witness the tests may signify that each individual test has been successfully completed. Pass/fail criteria shall be established on each particular test, and space shall be provided for comments on any non-compliant test results. The Test Compliance Document for each particular test shall be furnished to NRP for approval no later than sixty (60) days prior to the commencement of the particular test. However, no particular test shall be commenced until written approval of the particular test has been received from NRP. The completed and witnessed Test Compliance Document shall be furnished to NRP as part of the Final Acceptance Test procedure.
- 2.8.2.3 Test Results: The Systems Integrator shall provide NRP with written test results documentation no later than five (5) working days after the completion of each test or tests.
- 2.8.2.4 Non-compliant test results shall be repeated at no additional cost to NRP until NRP is satisfied that all test parameters have been correctly met and accepted by NRP.
- 2.8.2.5 On-Line Demonstration Testing.
- 2.8.2.6 Testing Requirements: On-Line Demonstration Testing shall provide definitive proof that the MLEIN system is providing the services at the accuracy and quality requested herein, and that the installed system is capable of meeting the long-term reliability and performance requirements of this specification. As a minimum, the following tests shall be conducted:
 - 2.8.2.7 Radar/Camera resolution and performance under various lighting considerations, and day and night conditions as appropriate.
 - 2.8.2.8 Camera performance in relation to Pan, Tilt, and Zoom speed, and accuracy in returning to preset positions (for cameras so fitted).
 - 2.8.2.9 Camera performance in relation to adjustable frames per second (fps) and different compression ratios.
 - 2.8.2.10 System performance in relation to setting of intrusion alarm boundaries, and detection of intrusion within these boundaries.
 - 2.8.2.11 System performance in relation to setting of left-object reaction time, left object detection at various distances and sizes.
 - 2.8.2.12 System performance in relation to object identification and system-wide search capabilities.
 - 2.8.2.13 Quality of images reproduced by color printer.
 - 2.8.2.14 Quality of images multicast to remote sites.
 - 2.8.2.15 Visibility of on-screen displays of images, and overlaid status or alarm symbols and verification of change of status indications on these symbols.
 - 2.8.2.16 Capabilities to set and reset system parameters.
 - 2.8.2.17 System well-being monitoring, malfunction alarms, and associated displays and alarms.
 - 2.8.2.18 Verification of all reporting and data-collection functions.
 - 2.8.2.19 Such other tests as NRP perceive as being important to demonstrate the successful installation of the system, and that the system is ready, in all respects, for operation.
- 2.8.3 Testing Organization and Timing: The Systems Integrator shall provide a written description of the methods, procedures and anticipated time and NRP facility and personnel requirements for the accomplishment of the On Line Demonstration Tests, at least sixty (60) days prior to the planned start of the tests. The Systems Integrator shall coordinate with NRP for the accomplishment of tests, provision of test objects or personnel, NRP personnel to witness the tests, and the date or dates and timing for the accomplishment of the tests. All test reports shall be submitted within ten (10) days of completion of the test(s).
- 2.8.4 Final Acceptance Test Report:
 - 2.8.4.1 Occurrence of Final Acceptance Test: Final Acceptance Test shall occur upon completion of the following:
 - 2.8.4.2 Completion of Preliminary Acceptance Tests by the Systems Integrator.
 - 2.8.4.3 Completion of Preliminary On-Line Demonstration Testing.
 - 2.8.4.4 Completion of all remedial work required because of the discrepancies or faults discovered during the Preliminary Acceptance Tests and On-Line Demonstration Testing.

- 2.8.4.5 Completion of Final On-Line Demonstration Testing.
- 2.8.5 The Final Acceptance Test Report shall consist of a document, signed by NRP, certifying that all the steps outlined above have been completed acceptably, and that:
 - 2.8.5.1 All milestone completion dates have been met.
 - 2.8.5.2 All deliverables are complete and have been approved.
 - 2.8.5.3 All source code, object code, and data files are complete.
 - 2.8.5.4 NRP has received all written documentation, drawings, technical and other manuals, and all other deliverables within this procurement.
 - 2.8.5.5 All training has been completed.
 - 2.8.5.6 All applicable software licenses have been issued and delivered to NRP.
 - 2.8.5.7 All applicable warranties and guarantees have been delivered to the NRP.
 - 2.8.5.8 Hardware and software maintenance agreements have been concluded with NRP.

2.9 Warranty, Support and Maintenance

2.9.1 The entire solution, as proposed in this TORFP, should include first year warranty for Systems Integrator-supplied hardware and software for a minimum of twelve (12) months after the formal System Acceptance date. The Department also requires a warranty for implementation services (e.g. work products, developed modifications, and system configuration) for the same period of time. The warranty should conform to contractually agreed specifications, and protect against any defects or damage caused by Manufacturers, Systems Integrators, or proposed subcontractors, in the system's equipment or software.

2.9.2 Additionally, the Systems Integrator will warrant its responses to the functional requirements included in this TORFP and any other element of this TORFP and will agree to attach its TORFP response to any Contract reached with the State. If the Systems Integrator is unable to perform under these guidelines, then a separate provider of the State's choice will be used and the repair costs passed on to the Systems Integrator. The State expects that an optional annual maintenance and support agreement will be offered until May 31, 2014.

2.9.3 Warranty.

- 2.9.3.1 General: The rights and remedies of NRP under this Part are not intended to be exclusive and shall not preclude the exercise of any other rights or remedies provided for in this Scope of Work, any subsequent contract, or by law or otherwise.
- 2.9.3.2 Warranty: The Systems Integrator shall warrant that all goods supplied, systems, equipment, designs, and work covered by this TORFP and subsequent contract shall be satisfactory for its intended purpose, shall conform to and perform as called for in the Contract requirements specifications and shall be free from all defects and faulty materials and workmanship. Any goods supplied, systems, equipment, designs, or work found to be defective within the time specified below shall be repaired, remedied, or replaced, hereinafter called "corrective work", by the Systems Integrator, free of all charges including transportation.
- 2.9.3.3 The warranty period for all Systems Integrator-provided goods supplied, systems, and equipment except spare parts, shall extend to twelve (12) months after Final Acceptance.
- 2.9.3.4 The warranty period for spare parts shall extend either until twenty four (24) months from the placement of each spare part into regular service or until three (3) years after Final Acceptance, or May 31, 2014, whichever occurs first. In the event that it is necessary to place any spare part into operation or service prior to the completion of the warranty period, the Systems Integrator covenants and agrees to furnish and deliver free to NRP a replacement part to the NRP spare part inventory.
- 2.9.3.5 The Systems Integrator shall provide a copy of the warranty(s) with the response to this TORFP, and provide the formal signed warranty(s) at least thirty (30) days prior to Final Acceptance.
- 2.9.3.6 Notification and Corrective work. Except as specified below, NRP will give the Systems Integrator a written notice of observed defects or failures with reasonable promptness. Unless otherwise directed in said notice, the Systems Integrator shall commence corrective work at the time specified by NRP. NRP shall have the right, when practical and feasible, in its opinion, to the continued use of any such goods supplied, systems, equipment, and work deemed defective or unsatisfactory, until such can be taken out of service for performance of corrective work by the Systems Integrator.

- 2.9.3.7 In the event that a defect or failure, in the opinion of NRP, constitutes an emergency, which will jeopardize or impair service operation, then NRP will provide the Systems Integrator both verbal and written notice thereof and the Systems Integrator shall commence “corrective work” within 24 hours after receipt of such verbal or written notice. Nothing herein shall be construed as preventing NRP personnel from immediately commencing corrective work, with labor cost at the expense of NRP, provided all such corrective work is performed in accordance with the Operation and Maintenance manuals furnished by the Systems Integrator. The Systems Integrator shall reimburse NRP or make replacement (at the option of the NRP) for any spare parts or materials required by NRP to perform any corrective work with which it must proceed. Such corrective work by NRP shall not be construed to invalidate the warranty provided by the Systems Integrator and other provision herein contained in this Section. Under such emergency conditions, the Systems Integrator, with the approval of the NRP, may utilize spare parts from the NRP spare parts inventory, provided the Systems Integrator agrees to replace each and every spare part so used under terms and within the time period to be prescribed by NRP. The warranty provisions described above shall be applicable to each spare part so used.
- 2.9.3.8 Replacement parts and repairs provided, pursuant to corrective work hereunder, shall be subject to prior approval by NRP and shall be tendered and performed in the same manner and extent as items originally delivered in accordance with this TORFP.
- 2.9.3.9 In the event the Systems Integrator is unable, or fails within the time prescribed to commence and diligently pursue and complete the corrective work, NRP is, at the option of NRP and upon written notice to the Systems Integrator, by this provision authorized by the Systems Integrator to contract with another or use its own personnel and facilities for the performance of the warranty work.
- 2.9.3.10 It is understood and agreed that time is of the essence in respect to all corrective work to be undertaken pursuant to the warranty herein contained, expressed, or implied.
- 2.9.4 Hardware Maintenance support during Installation, Testing, and Warranty:
 - 2.9.4.1 The Systems Integrator shall be responsible for maintenance and support of all equipment provided until successful completion of the warranty period.
 - 2.9.4.2 During the Installation and Testing phases of the project, maintenance and support for all equipment shall be available from the Systems Integrator, on site, within one (1) hour, and twenty four (24) hours per day, seven (7) days per week.
 - 2.9.4.3 After the first date of placing the system into operation, and until the expiration of the warranty period, maintenance and support for all equipment shall be available from the Systems Integrator, on site, within two working days of notification of the need for maintenance and support.
- 2.9.5 Software Maintenance support during Installation, Testing, and Warranty:
 - 2.9.5.1 The Systems Integrator shall be responsible for maintenance and support of all software until successful completion of the 1 year warranty period.
 - 2.9.5.2 During the Installation and Testing phases of the project, maintenance and support for software shall be available from the Systems Integrator, on site, within one hour, and 24 hours per day, seven days per week.
 - 2.9.5.3 After the first date of placing the system into operation, and until the expiration of the warranty period, maintenance and support for all software shall be available from the Systems Integrator, on site, as a minimum, within one working day of notification of the need for maintenance and support.
- 2.9.6 Software Change Notification Service.
 - 2.9.6.1 NRP shall be informed of alterations, modifications, and up-dates for all software provided within this project. NRP shall be placed on the Systems Integrator’s e-mail and mailing list to receive announcements of the discovery, documentation and solution of software problems as well as other improvements, updates, new software releases, and other improvements that could be made to the system provided to NRP. This service shall commence at the time of Contract Award, and shall continue for until May 31, 2014. In addition, NRP shall be placed, at no charge to the NRP, on any appropriate subscription lists for software subcontractors (for example, Microsoft) change notification service from the time of Contract Award through the warranty period. Prior to the expiration of the warranty period, NRP shall be supplied with instructions on how to obtain renewable option(s) for extended subscription(s) beyond the warranty period.

2.9.7 Software Licenses.

2.9.7.1 Routine use of software. The Systems Integrator shall issue to NRP a non-transferable, non-exclusive license to use the supplied software and training video(s) on a restricted rights basis. A copy of this Software License shall be furnished together with the response to this TORFP. It is understood that this Software License shall apply to executable code only, and that the source code for Software shall not be provided except as by the following paragraph.

2.9.7.2 Software escrow. In the response to this TORFP, agree to deposit application software source code, written by the Systems Integrator or otherwise provided in response to this TORFP, in a third party escrow account. This action will enable NRP to continue basic operation and maintenance of such software in the event that the Systems Integrator fails to continue support for the software and does not provide for such support by a third party. In such event, NRP agrees to maintain the confidentiality of the source code. The Systems Integrator shall maintain the installed and accepted version of the software and any installed updates and upgrades obtained by NRP, and refresh the software in escrow at least every six (6) months for from the date of final system Acceptance until May 31, 2014 or the end of the CATS II contract, whichever is later. NRP expects that escrow will continue post-contract via a subsequent contractual arrangement.

2.9.8 Spare Parts.

2.9.8.1 Spare parts shall consist of:

2.9.8.2 Spare parts for equipment supplied by the manufacturer of the camera equipment.

2.9.8.3 Spare parts for equipment supplied by the manufacturer of the computer and storage equipment.

2.9.8.4 Any other spare parts for equipment supplied by any other manufacturers.

2.9.8.5 Parts List: Provide a complete Parts Cross Reference List of all parts and components used in the equipment delivered in accordance with this contract. This list shall include as a minimum, equipment manufacturers part number and part name, and as appropriate the part number of the Original Equipment Manufacturer (OEM) part or component, in addition the part unit price. This information shall be furnished prior to Final Acceptance of the system.

2.9.8.6 Initial Spare Parts:

2.9.8.6.1 In response to this TORFP, the Systems Integrator shall provide a list and quotation for an Initial Spare Parts Kit sufficient to maintain the system in operation during the initial operations of the system. Among this spare parts list and quotation shall be:

2.9.8.6.1.1 Five (5) standard camera units.

2.9.8.6.1.2 Five (5) PTZ camera units.

2.9.8.6.1.3 Two (2) replaceable data storage elements.

2.9.8.6.1.4 Two (2) replaceable lamps for video wall equipment.

2.9.8.7 Recommended Parts: In addition to the deliverable equipment and initial spare parts required to fully implement the system, the Systems Integrator shall identify all recommended on-site spare parts required to fully support the entire system over the long term, and after the warranty period. This information shall be furnished prior to Final Acceptance of the system. NRP reserves the right to purchase any, all, or none of the identified replacement parts at the published spare parts price list as current at the time of placing the spare parts order.

2.9.8.8 Parts Availability: The availability of replacement parts shall be guaranteed for a period of ten (10) years from the time of MLEIN system acceptance. A written statement confirming this required availability of spare parts shall be provided no later than thirty (30) days after NTP.

2.9.9 Test Equipment. The Systems Integrator shall identify all recommended items of test equipment and maintenance items required to fully support the system after the warranty period. The list shall include bench and field maintenance test sets or other measurement or alignment equipment. In the event that any of this equipment is required as an essential initial part of the system and equipment provided, details and pricing for such equipment shall be provided. NRP reserves the right to purchase any, all, or none of the test equipment and maintenance items identified.

2.10 Post-Implementation Support

2.10.1 The Systems Integrator and its implementation team, with appropriate involvement from Department personnel, must provide ongoing support for 90 days after the date of successful solution implementation in a

production environment. Since it is assumed that this will be a phased implementation, considerations will be needed for support associated with integrated components. Upon completion of the 90-day period, or as such formally modified, there are no outstanding issues, the Department will provide formal acceptance of the System.

2.10.2 Hardware Maintenance after Warranty:

- 2.10.2.1 Computer equipment. NRP shall have the option of purchasing directly from the appropriate Original Equipment Manufacturer(s) (OEMs) of computers and associated peripheral equipment on-call maintenance services in accordance with the various levels of service offered by such OEMs, such as a four (4) hour response (seven (7) day / twenty-four (24) hour) capability. Prior to the expiration of the warranty, the Systems Integrator shall have the equipment certified as being acceptable by the OEMs for the OEMs contract maintenance services, and shall request the OEMs to provide written quotation(s) to NRP for the provision of such services. An undertaking to perform this action shall be provided to NRP no later than thirty (30) days prior to Final Acceptance.
- 2.10.2.2 Other equipment. As an option in the Price Proposal, provide an itemized written quotation for the supply of maintenance and support of all Systems Integrator-provided equipment, based on an annual basis commencing upon the date of expiration of the warranty, and for two (2) years thereafter. The quotation will establish maintenance support will be provided, on site, within twenty four (24) hours of notification. The quotation shall include the provision of a monthly Maintenance Report. NRP shall have the option of entering into one or more of these one (1) year maintenance contracts for the maintenance and support of all or some of the equipment provided, following the expiration of the warranty.
- 2.10.2.3 As an option in the Price Proposal, provide the rates for equipment repair service, where each failed piece of equipment is returned to the Systems Integrator by NRP at the expense of NRP, and the Systems Integrator repairs the defective device and returns the repaired unit to NRP at the expense of the Systems Integrator. This offer must contain a guaranteed return time, for example thirty (30) days after receipt of the failed equipment at the Systems Integrator's premises.
- 2.10.2.4 As an option in the Price Proposal, provide the hourly rates for on-call technician and engineering support, for work requested by NRP outside the scope of any warranty or maintenance contract. The quotation shall include the provision of Activity Reports. Rates should be inclusive, including travel time and travel expenses:
 - 2.10.2.4.1 Technician services, defined as work performed by employees paid on an hourly basis.
 - 2.10.2.4.2 Engineering support, defined as work performed by employees not paid on an hourly basis.
- 2.10.3 Software Maintenance after Warranty. The Systems Integrator shall describe the facilities available for on-call software support and maintenance services after the expiration of the 1 year warranty no later than thirty (30) days prior to Final Acceptance.
- 2.10.4 As an option in the Price Proposal, provide the pricing for software support based on an annual basis commencing upon the date of expiration of the warranty, and for two (2) years thereafter, or until May 31, 2014, whichever is earlier. The option shall be based on a response time such that software maintenance support will be provided, on site, within twenty four (24) hours of notification. The quotation shall include the provision of a monthly Maintenance Report.
- 2.10.5 Pricing should be on an annual basis commencing upon the date of expiration of the warranty, and for two (2) years thereafter. The quotation shall include the provision of a completed Fault Report form for each fault incident. NRP shall have the option of entering into one or more of these one (1) year maintenance contracts for the maintenance and support of all the software provided by the Systems Integrator, following the expiration of the warranty.
- 2.10.6 As an option in the Price Proposal, provide the hourly rates for on-call software engineering support, for work requested by NRP outside the scope of any warranty or maintenance contract. The quotation shall include the provision of Activity Reports. Rates should be inclusive, including travel time and travel expenses.

2.11 Documentation

- 2.11.1.1 Documentation must be developed to support the software and the agency's business processes. Any software tools or utilities that are desirable to tune, test, maintain or support the system must be specified. Any tailoring or configuring must be documented and delivered to the State. At a minimum, the contracting firm shall provide the State with the following:
 - 2.11.1.1.1 User documentation
 - 2.11.1.1.2 Configuration documentation
 - 2.11.1.1.3 Interface documentation
 - 2.11.1.1.4 System Administration manuals
 - 2.11.1.1.5 Application Software Tutorial
 - 2.11.1.1.6 Data dictionaries
 - 2.11.1.1.7 Database setup and maintenance
 - 2.11.1.1.8 Entity relationship diagrams
 - 2.11.1.1.9 Report creation and maintenance
 - 2.11.1.1.10 Ad hoc reporting system documentation
 - 2.11.1.1.11 Documentation must be provided at the level of detail that will allow the Department to operate and maintain the system. These manuals must be complete and accurately describe the accepted system.
 - 2.11.1.1.12 Documentation deliverables must include all required and agreed-upon functional manuals, maintenance manuals, computer operator manuals, users guides, programmer documentation and any other documentation necessary to provide continued operations for the agencies.
 - 2.11.1.1.13 Documentation must include necessary schematic drawings, flow charts, illustrations, troubleshooting guides and all procedures required for initial troubleshooting to identify potential sources of a problem and to restore operations that may be performed locally.
- 2.11.1.2 All user documentation, including application and interface documentation, help documentation, and software tutorials should be available on-line and accessible from within the relevant application. Additionally, the successful Systems Integrator is expected to provide sufficient copies of each type of user documentation such that each agency can receive a copy. See Section 2.9.7.7.5 for expected quantities.
- 2.11.1.3 Technical Documentation Requirements: The following technical documents shall be provided:
 - 2.11.1.3.1 Preliminary documents: the following information is to be presented with the response to this TORFP:
 - 2.11.1.3.2 Block Diagrams: Drawings showing major system components for each installation site, with site layout details, as appropriate and proposed location of all Systems Integrator provided equipment in the various equipment rooms.
 - 2.11.1.3.3 Product Data: Manufacturer's catalog cuts, material specifications, installation instructions, and other pertinent product data.
- 2.11.1.4 Project schedule: List of installation milestones including project schedule.
 - 2.11.1.4.1 A preliminary structured schedule showing accomplishment of the site equipment installations, systems/subsystems tests, actions, personnel, and transitions required to initiate operation of the new system. This plan shall indicate the expected time of day and duration of service interruptions if any. The preliminary site installation schedule shall be submitted for NRP approval at CDR.
 - 2.11.1.4.2 A preliminary structured schedule showing accomplishment of the associated equipment installations, systems and subsystems tests, actions, personnel, and transitions required to cut-over to the new system and host computer equipment. The preliminary schedule shall indicate the expected time of day and duration of service interruptions if any. The preliminary schedule shall be submitted for NRP approval at CDR.
- 2.11.1.5 As the project develops, the following detailed documents are to be presented within thirty (30) days after completion of the completed tasks and sub-tasks:
 - 2.11.1.5.1 Equipment Layout drawings, both plan and elevation that shows new equipment layout including all modified existing racks and furniture.
 - 2.11.1.5.2 Installation and mounting detail drawings as appropriate.

- 2.11.1.5.3 Functional and Cable Block Diagrams including a bill of materials.
- 2.11.1.5.4 Power Cable routing drawings including cable interconnects, associated circuit breaker boxes and assigned circuit breakers, cable trays, conduits, mounting hardware, and grounding details.
- 2.11.1.5.5 Manufacturer's Manuals that define equipment operation, contain schematic diagrams as appropriate, and define maintenance and alignment procedures for the Systems Integrator provided equipment.
- 2.11.1.5.6 Completed system block diagram(s).
- 2.11.1.6 Final Acceptance Tests: Prior to the commencement of the Final Acceptance Tests, the following information shall have been provided:
 - 2.11.1.6.1 A document thoroughly describing software for system configuration or re-configuration. This material shall be presented in the System Administrator and Data Administrator manuals.
 - 2.11.1.6.2 As-Built drawings and documentation for all systems/sub-systems provided under this contract.
 - 2.11.1.6.3 Product Data: In the submittal in this response to this TORFP provide data-sheets, brochures, catalog cuts, or similar information that describes all equipment proposed to be provided under this contract. In the event that, due to any particular manufacturer's equipment or model changes or improvements, new data sheets or brochures or similar information are available during the course of the contract, submit this new information to NRP prior to the Final Acceptance Tests.
 - 2.11.1.6.4 Qualifications: Provide documentation showing compliance with the Quality Assurance requirements of this TORFP.
 - 2.11.1.6.5 Certification: Provide the manufacturer's certifications for all system/sub-systems to be furnished under this Contract.
 - 2.11.1.6.6 Spare Parts Data: Provide a list of Recommended Spare Parts.
 - 2.11.1.6.7 Test and Final Acceptance: Provide documentation for all system/sub-system test and final acceptance reports.
- 2.11.1.7 Manuals. Manuals shall be provided in accordance with the following:
 - 2.11.1.7.1 Manufacturer's standard manuals will be acceptable, subject to the approval of NRP. Each manual must contain specific identification of products by model and part and number supplied under this contract. A detailed list of manuals to be provided shall be submitted at CDR.
 - 2.11.1.7.2 Documentation shall be provided for all system software, utilities, compilers, assemblers, linkers, editors, maintenance software, and other packages used to develop, debug and load software, with the exception of COTS products.
 - 2.11.1.7.3 Revisions to any manual shall be reflected in a revision index that is part of each handbook or manual and is revised according to a revision control method approved by NRP. Revisions shall be made for all design changes, retrofits, and errors.
 - 2.11.1.7.4 Maintenance and Repair Manuals: These manuals shall provide sufficient information, including schematics, layout drawings, test and alignment procedures, inter-cabling diagrams, and parts lists, to permit quick and efficient maintenance and repair of the equipment by a qualified technician.
 - 2.11.1.7.5 Manual Types and Quantity: The Systems Integrator shall supply complete documentation of the entire system provided. The following table indicates the level and quantities required. The Systems Integrator shall amend this table to meet the actual equipment and components provided. In addition to hard copy versions of the manuals, provide five (5) CD-R copies in Microsoft Word 2003 format of every manual supplied.

Maintenance and Repair Manuals.		
Item.	Document Title or Description	Quantity Required

1	Operator Manual (quick guide)	50
2	System Administrator Guide	10
3	Data Administrator Guide	10
4	Data Communications Guide	10
5	Component or sub-system Manuals	10 (each component)
6	Operations and Maintenance Manual	20
7	Other Manuals (as appropriate)	10

2.12 Training

- 2.12.1.1 The Department recognizes that the involvement, understanding and commitment of employees are essential to the successful implementation of the proposed System. As such, Department personnel will assist in all key process design and configuration decisions.
- 2.12.1.2 The Systems Integrator is expected to provide the following types of training programs.
- 2.12.1.3 A training program for the Department’s core project implementation team that includes the training necessary to understand the overall System architecture, interface configurations, data import/export capabilities, and workflow configuration options, etc.
- 2.12.1.4 A training program for application administrators that includes the training necessary to configure, tailor, monitor, and administer the technical and functional aspects of System.
- 2.12.1.5 A training program for the Department’s core project implementation team and application administrators that includes the training necessary to configure, tailor, monitor, and administer the technical and functional aspects of the storage management system; whether the storage management system is a Storage Area Network (SAN), virtualization technology or other product(s)/technology. “SAN” means Storage Area Network, which is an architecture to attach remote computer storage devices such as disk arrays, tape libraries, and optical jukebox(es) to servers in such a way that the devices appear as locally attached to the operating system.
- 2.12.1.6 A training solution to support the training of end-users in the functionality of the various proposed system components. To support the training of end users, the Department envisions the use of a “train-the-trainer” approach accompanied by computer-based training.
- 2.12.1.7 Post-implementation training for on-going end-user training of the initial system, as well as for future version releases. Again, the Department envisions the use of a “train-the-trainer” approach accompanied by computer-based training.
- 2.12.1.8 The Systems Integrator will work with the Department to develop a formal training plan and coordinate activities.
- 2.12.1.9 All training material should meet the following requirements:
- 2.12.1.10 Training materials should be provided three (3) weeks prior to the start of any training course.
- 2.12.1.11 Training materials must be for the version of the software that will be deployed. Training materials for previous/older versions of software is unacceptable.
- 2.12.1.12 Training materials should be customized by the Systems Integrator to include functionality defined in this TORFP and any functionality that is developed through the implementation process.
- 2.12.1.13 All training material will be provided in electronic format for unlimited duplication by the State and its member agencies.
- 2.12.1.14 A minimum of three (3) hard and three (3) electronic copies of all training material will be provided.
- 2.12.1.15 Training materials should reflect sound adult learning principles, and all training sessions should include a demonstration of knowledge and skills transferred by the persons being trained.

- 2.12.1.16 Additionally, the Systems Integrator should provide a training system that will allow users to simulate live operations for all proposed System Components without degrading system performance. A simulated system or training database should be provided to the State as soon as possible after contract signing to allow Department personnel to familiarize them with each system components. The Systems Integrator and Department will established the required number of training systems to be provided. At a minimum, the Systems Integrator shall provide a training component for radar/camera, MIMS, EDMS, and FIRS.
- 2.12.1.17 Training. Provide a program to train NRP personnel in all aspects of the operation and maintenance (O & M) of the systems and equipment provided, as follows:
- 2.12.1.18 Design the program such that the NRP may assume control and accomplishment of the training.
- 2.12.1.19 Submit five (5) complete sets of printed training program materials on two CDs and five complete hard copies. In addition, provide copies required for implementation of the training program. For example, if there are eight (8) in the class, and supply fifteen (15) hard copies and two (2) CD-Rs in Microsoft Word 2003 format.
- 2.12.1.20 All training course program materials, including training manuals and audio/video tapes or disks, shall become the property of NRP and for use by NRP for internal training purposes.

Training Program. Develop a detailed training program plan to be submitted to NRP for approval, as follows: Provide an overview description of instructor and student materials, and schedules necessary to provide system operations and maintenance courses for operations personnel and maintenance technicians. The schedule is contained in the plan and shall address the availability of operations and maintenance manuals and shall show all training program milestones for the development of training materials and manuals for the schedule of classes.

Instructor Materials: Develop course outlines, lesson plans, classroom notes, video recordings, films, slides, printed materials, and mock-ups or models. Course outlines for each class shall be submitted sixty (60) days prior to the beginning of training classes and lesson plans shall be submitted no later than thirty (30) days prior to the beginning of training classes. Final course material shall be delivered to NRP no later than ten (10) days prior to the commencement of the training.

Student Materials: The primary source of instructional material shall be applicable operations and maintenance manuals. In addition, the Systems Integrator shall develop notebooks, drawings, and procedures to supplement these manuals to ensure that all learning objectives are met in an orderly and timely manner.

Facilities: Space for classroom lectures and practical training on equipment will be furnished at NRP facilities. The Systems Integrator will provide projectors, screens, easels, testing equipment and other training aids as needed.

2.12.1.21 Spare parts furnished under this Contract may be used as training aids and for demonstration of any practical exercises for adjusting, testing, disassembly, and assembly of equipment. However, the Systems Integrator shall be responsible to ensure spare parts are repackaged and returned to storage in acceptable condition for installation.

2.12.1.22 Installed equipment, such as operator positions, may be used to demonstrate the practical function and operation of the system.

Training Courses: The following table lists the required training courses.

Table No. 2.2.2.2.d): Training Courses.			
#	Course Title	Description	Recipients, class size/sessions/hours
1	Management	High level system overview	NRP senior personnel 5/2/4
2	Operator	Operations (train the trainer)	Operators, NRP training staff. 5/4/4 or as required (see Note 1).
3	System Administrator	Host administration, Statistics	System Administrator 2/2/8

		and data capabilities	
4	Maintenance	Technician training	Technicians 4/2/8
5	Data Administration	Reporting capabilities	Department Managers, Planners 5/2/8
6	Report Generation	Management Report generation	Planning staff 4/2/8

(Note 1): The operator training should be based on a course assuming that the operators know nothing about the operation of any component of the MLEIN system.

2.13 DELIVERABLES

2.13.1 DELIVERABLE SUBMISSION PROCESS

2.13.2 Deliverable Requirements.

- 2.13.2.1 For each written deliverable, draft and final, the TO Contractor shall submit to the TO Project Manager one (1) reproducible copy, five (5) additional copies, and one (1) copy on CD-R disk, for all documentation, drawings, plans, procedures, and test results. Documentation shall be compatible with Microsoft 2003, Microsoft Project 2003, and Adobe .pdf files, as appropriate. All drawings shall be submitted in both .pdf and .dwg files.
- 2.13.2.2 Drafts of all final deliverables are required at least two (2) weeks in advance of when all final deliverables are due. Written deliverables defined as draft documents must demonstrate due diligence in meeting the scope and requirements of the associated final written deliverable. A draft written deliverable may contain limited structural errors such as poor grammar, misspelling or incorrect punctuation, but must:
- 2.13.2.2.1 Be presented in a format appropriate for the subject matter and depth of discussion.
 - 2.13.2.2.2 Be organized in a manner that presents a logical flow of the deliverable's content.
 - 2.13.2.2.3 Represent factual information reasonably expected to have been known at the time of submittal.
 - 2.13.2.2.4 Present information that is relevant to the section of the deliverable being discussed.
 - 2.13.2.2.5 Represent a significant level of completeness towards the associated final deliverable that supports a concise final deliverable acceptance process.
- 2.13.2.3 Upon completion of a deliverable, the TO Contractor shall document each deliverable in final form to the TO Project Manager for acceptance. The TO Contractor shall memorialize such delivery in an Agency Receipt of Deliverable Form. The TO Project Manager shall countersign the Agency Receipt of Deliverable Form indicating receipt of the contents described therein.
- 2.13.2.4 Upon receipt of a final deliverable, the TO Project 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 Project Manager shall issue to the TO Contractor notice of acceptance or rejection of the deliverables in an Agency Acceptance of Deliverable Form (Attachment 9). In the event of rejection, the TO Contractor shall identify the identified deficiencies or non-conformities. Subsequent project tasks may not continue until deficiencies with a deliverable are rectified and accepted by the TO Project Manager or the TO Project Manager has specifically issued, in writing, a waiver for conditional continuance of project tasks. Once the State's issues have been addressed and resolutions are accepted by the TO Project Manager, the TO Contractor will incorporate the resolutions into the deliverable and resubmit the deliverable for acceptance. Accepted deliverables shall be invoiced within thirty (30) days in the applicable invoice format.
- 2.13.2.5 When presented for acceptance, a written deliverable defined as a final document must satisfy the scope and requirements of this TORFP for that deliverable. Final written deliverables shall not contain structural errors such as poor grammar, misspellings or incorrect punctuation, and must:
- 2.13.2.5.1 Be presented in a format appropriate for the subject matter and depth of discussion.
 - 2.13.2.5.2 Be organized in a manner that presents a logical flow of the deliverable's content.

- 2.13.2.5.3 Represent factual information reasonably expected to have been known at the time of submittal.
- 2.13.2.5.4 Present information that is relevant to the Section of the deliverable being discussed.
- 2.13.2.6 Equipment Deliverables.
 - 2.13.2.6.1 Delivery point: The component equipment deliverables of the HSDA system shall be shipped, carriage, insurance and freight pre-paid (CIF) destination, to either the System Integrator staging area or to the Matapeake radio shop premises. All other MLEIN components shall be shipped, carriage, insurance and freight pre-paid (CIF) destination, to the MLEIN facility at Sandy Point State Park.
 - 2.13.2.6.2 Insurance on all deliverables shall be maintained until such time as the deliverables have been safely and appropriately delivered to NRP, and title has passed to NRP.
 - 2.13.2.6.3 The NRP will assume no responsibility for the safe-keeping of deliverables not delivered inside the Department's premises. The Systems Integrator may, at its option, provide a secure trailer for the temporary storage of equipment deliverables. NRP will endeavor to locate the trailer on State property as close to the installation site as possible, but NRP will assume no responsibility for safe storage of deliverables inside the trailer.

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

2.13.3 DELIVERABLE DESCRIPTIONS

Project Phase	Deliverable No.	Deliverable Title	Deliverable Item No.	Due Date
Planning		Contract NTP		
	1	Contractor Software Service Level Agreement (SLA)	2.9.7	NTP+14
	2	System Architecture Configuration Documentation / Diagram and Hardware Listing	2.11.3	NTP+14
		SDLC Planning Phase and Related Documents		
	3	Project Management Plan (PMP)	2.5.6.3	NTP+56
	4	System Engineering Management Plan (SEMP)	2.5.6.9	NTP+56
	5	Quality Assurance Plan (QAP)	2.5.6.10	NTP+56
	6	Subcontractor Management Plan (SUBCP)	2.5.6.11	NTP+56
	7	Risk Management Plan (RMP)	2.5.6.4	NTP+56
	8	Training Plan (TP)	2.5.6.8	NTP+56
	9	Disaster Recovery Hardware Configuration Document	2.6.2	NTP+63
	10	Disaster Recovery Plan	2.6.5	NTP+63
	11	Requirements Traceability Matrix Report (RTM)	2.5.6.5	NTP+77
	12	Project Implementation Plan & Baseline Schedule (PIPBS)	2.5.6.6	NTP+77
	13	Hardware Installation and Acceptance	2.5.3.6	NTP+90
Design/ Configura- tion		Task NTP		
		MLEIN Core Application Functionality		
	14	Project Implementation Plan & Baseline Schedule (PIPBS)	2.5.6.6	Task NTP + 30
	15	Detailed System Design (DSD) Document	2.5.6.7	*
	16	Requirements Traceability Matrix (RTM)	2.5.6.5	*

17	Security Risk Assessment	2.5.6.4	*
18	Acceptance Test Plan	2.8.2.1	
19	Hardware/Software Installation and Acceptance	2.5.3.6, 2.5.3.7	
20	Task Acceptance Test	2.8	
21	Data Dictionary (DD)	2.11.1.1.6	*
	Task 1		*
22	Project Implementation Plan & Baseline Schedule (PIPBS)	2.5.6.6	Task NTP + 30
23	Detailed System Design (DSD) Document	2.5.6.7	Task NTP + 30
24	Requirements Traceability Matrix (RTM)	2.5.6.5	*
25	Acceptance Test Plan	2.8.2.1	
26	Hardware/Software Installation and Acceptance	2.5.3.6, 2.5.3.7	
27	Task Acceptance Test	2.8	
28	Security Risk Assessment	2.5.6.4	*
29	Data Dictionary (DD)	2.11.1.1.6	*
	Task 2		*
30	Project Implementation Plan & Baseline Schedule (PIPBS)	2.5.6.6	Task NTP + 30
31	Detailed System Design (DSD) Document	2.5.6.7	Task NTP + 30
32	Requirements Traceability Matrix (RTM)	2.5.6.5	*
33	Security Risk Assessment	2.5.6.4	*
34	Acceptance Test Plan	2.8.2.1	
35	Hardware/Software Installation and Acceptance	2.5.3.6, 2.5.3.7	
36	Task Acceptance Test	2.8	
37	Data Dictionary (DD)	2.11.1.1.6	*

		Task 3		*
	38	Project Implementation Plan & Baseline Schedule (PIPBS)	2.5.6.6	Task NTP + 30
	39	Detailed System Design (DSD) Document	2.5.6.7	Task NTP + 30
	40	Requirements Traceability Matrix (RTM)	2.5.6.5	*
	41	Security Risk Assessment	2.5.6.4	*
	42	Acceptance Test Plan	2.8.2.1	
	43	Hardware/Software Installation and Acceptance	2.5.3.6, 2.5.3.7	
	44	Task Acceptance Test	2.7	
	45	Data Dictionary (DD)	2.11.1.1.6	*
Project Phase	Deliverable No.	<u>Deliverable Title</u>	Deliverable Item No.	Due Date
Training				
	46	Management Training and Documentation	2.12.1.3	
	47	Operator Training and Documentation	2.12.1.6	
	48	Systems Administrator Training/Materials	2.12.1.5	*
	49	Technician Training and Documentation	2.12.1.4	
Acceptance Testing		<u>Deliverable Title</u>	Deliverable Item No.	Due Date
	50	DNR Security Compliance Review		*
	51	Final Acceptance Test Plan	2.8.2.1	
	52	Hardware/Software Acceptance Test Reports	2.8.3	
	53	On-Line Demonstration Test	2.8.2.5	*
	54	Final Acceptance Test Report	2.8.5, 2.8.6	
	55	Disaster Recovery Plan Test	2.6.6	*
Operations	56	Spare Parts Delivery and Acceptance	2.9.8	

& Maintenance	57	Maintenance and Operations Manual	2.11.1.7.5	
	58	Systems Administration Guide	2.11.1.7.5	
	59	User Guide	2.11.1.7.5	
	60	Warranty	2.9	
	61	Hardware Maintenance	2.10.2	
	62	Software Maintenance	2.10.3	*

2.14 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES

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

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

2.15 CONTRACTOR PERSONNEL MINIMUM EXPERTISE REQUIRED

The TO Contractor must demonstrate a level of expertise in the implementation of highly technical projects within an environment similar to the operational constraints and practices of a maritime law enforcement agency. The TO Contractor should be practiced in the application of the various rules and regulations applying to network security, with specific application to LAN, WAN and mobile IP networks. The TO Contractor, or its sub-contractor(s) must also demonstrate experience with the design and implementation of high quality Homeland Security Domain Awareness systems within a maritime environment, including analytics, biometric data comparison, intrusion and left object detection.

2.16 CONTRACTOR MINIMUM QUALIFICATIONS

The following minimum qualifications are mandatory. 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:

2.16.1 The following minimum qualifications are mandatory. 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 TO 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.

2.16.2 Specific experience in the design and implementation of a large scale technical project within the US

maritime community, with special emphasis on experience with the U.S. Coast Guard. Specific experience in the integration of multiple disparate systems into a cohesive end product in a law enforcement or homeland security dispatch operation. The project must have been successfully accomplished within the last two (2) years of the date of this TORFP.

2.16.3 Specific experience in the large-scale deployment of combination Vessel Tracking and monitoring systems. Experience in similar projects in a non-US environment may also be used to satisfy this requirement.

2.16.4 Knowledge of all applicable telecommunication policies and procedures of the State of Maryland, with particular attention to secure data exchange.

2.17 CONTRACTOR KEY PERSONNEL

2.17.1 The Contractor shall provide the key personnel identified below. Key personnel must be available when necessary to meet the requirements of the MLEIN Project. The Contractor may not assign key personnel to other Contractor projects in any way that results in a conflict in their ability to meet the requirements of the Contract. The Contractor shall provide those individuals accepted as key personnel throughout the Contract term, except as provided in TORFP Section 2.18.3. The labor categories the Department recommends are listed in this section; however, the Contractor shall employ other personnel as it sees fit to accomplish the requirements of the Contract.

2.17.2 Key Personnel Qualifications.

2.17.2.1 The Contractor shall certify that key personnel meet the qualifications identified in this TORFP.

2.17.2.2 On a case-by-case basis, Contractor key personnel may be approved by the Department for performance in multiple skill categories for which they are qualified.

2.17.2.3 No Substitution of Education for Experience. For key personnel requiring a Bachelor's Degree, a Master's Degree or higher may not be substituted for the general and specialized experience required.

2.17.2.4 Substitution of Experience for Education. If the Contractor proposes to substitute experience for the education required for a key staff member, the Contractor shall explain why the experience is a satisfactory substitute.

2.17.3 Substitution of Key Personnel.

2.17.3.1 Stability of key personnel is critical to project success. For this reason, the Contractor shall retain key personnel interviewed and accepted by the Department for a minimum period from the Notice to Proceed through implementation. All proposed substitutes for key personnel, for other than emergency situations (illness, death, emergency resignation, or emergency disciplinary termination), shall be submitted in writing at least 15 business days in advance of the substitution.

2.17.3.2 The Contractor shall permit the Department to interview and accept any proposed substitute for a key employee. The resume of any proposed substitute shall be signed by the substitute and by the Contractor's PM, and the resume of the previous key employee shall be provided for comparison purposes.

2.17.3.3 The Department's Contract Manager must agree to the substitution in writing before it becomes effective.

2.17.3.4 Any proposed substitute for a key employee shall have qualifications at least equal to those in Section 2.18.4. The burden of illustrating this comparison is the Contractor's.

2.17.3.5 If one or more key personnel are unavailable for work under the Contract for a continuous period exceeding 10 business days, the Contractor will be required to immediately notify the Contract Manager and replace the personnel with approved substitutes of equal or better qualifications within 10 business days after notification.

2.17.4 Qualifications for Key Personnel

2.17.4.1 Project Manager (PM)

2.17.4.1.1 Duties: The PM is assigned the management of the MLEIN project for the work performed under the Contract. Performs day-to-day management of the project, identifies issues and risks and recommends possible issue and risk mitigation strategies associated with the project. Acts as a facilitator between a the Department and the Contractor. Is responsible for ensuring that work performed under the Contract is within scope, consistent with requirements, and delivered on time and on budget. Identifies critical paths, tasks, dates, testing, and acceptance criteria. Provides solutions to improve efficiency (e.g., reduce costs while maintaining or improving performance levels). Monitors issues and provides resolutions for up-to-date status reports. Demonstrates excellent writing and oral communications skills.

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

2.17.4.1.3 General Experience: At least ten (10) years of experience in project management.

2.17.4.1.4 Specialized Experience: At least five (5) years of experience in managing IT related projects and must demonstrate a leadership role in at least three successful projects that were delivered on time and on budget.

2.17.4.2 Senior Systems Engineer

2.17.4.2.1 Duties: Must be able to analyze information requirements. Must be able to evaluate problems in workflow, organization, and planning. Develops appropriate corrective action. Provides daily supervision and direction to staff.

2.17.4.2.2 Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field. A Master's Degree is preferred. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

2.17.4.2.3 General Experience: Must have six (6) years of experience in systems engineering.

2.17.4.2.4 Specialized Experience: At least three (3) years of experience in the supervision of system engineers, and demonstrated use of interactive, interpretative systems with on-line, real-time acquisition capabilities.

2.17.4.3 Database Manager

2.17.4.3.1 Duties: Must be capable of managing the development of database projects. Must be able to plan and budget staff and data resources. Supports application developers in planning preparation, load analysis, and backup and recovery of data. When necessary, reallocates resources to maximize benefits. Must be able to prepare and deliver presentations on DBMS concepts. Provides daily supervision and direction to support staff. Monitors performance and evaluates areas to improve efficiency.

2.17.4.3.2 Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field. A Master's Degree is preferred. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

2.17.4.3.3 General Experience: Must have seven (7) years of experience in the development and maintenance of database systems.

2.17.4.3.4 Specialized Experience: At least five (5) years of experience with database management systems, system design and analysis, operating systems software, and internal and data manipulation languages.

2.17.4.4 Senior Business Process Consultant (Public Safety/Homeland Security Subject Matter Expert):

2.17.4.4.1 Duties: Develops business requirements and business processes re-engineering methodologies. Solves application and process related problems by creating detail process and system design specifications; and works with other areas to support a total solution approach. Communicates business requirements for reports and applications development. Facilitates collaboration within and across Functional Units and across IT functions. Resolves problems and improves Functional Units' technical environments.

2.17.4.4.2 Education: Bachelor's Degree from an accredited college or university in Business, Human Resources Management or a related field. An MBA or MPA is preferred.

2.17.4.4.3 General Experience: At least eight (8) years experience in business process re-engineering.

2.17.4.4.4 Specialized Experience: At least five (5) years of experience in reengineering large scale business processes that directly pertain to the operations of Public Safety / Homeland Security systems.

2.17.4.5 Applications Programmer:

2.17.4.5.1 Duties: Analyzes functional business applications and design specifications for functional areas such as finance, accounting, personnel, manpower, logistics, and contracts. Develops block diagrams and logic flowcharts. Translates detailed design into computer software. Tests, debugs, and refines the computer software to produce the required product. Prepares required documentation, including both program-level and user-level documentation. Enhances software to reduce operating time or improve efficiency. Provides technical direction to programmers as required to ensure program deadlines are met.

2.17.4.5.2 Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field. A Master's Degree is preferred. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

2.17.4.5.3 General Experience: Must have five (5) years of computer experience in information systems design.

2.17.4.5.4 Specialized Experience: At least three (3) years of experience as an application programmer on large-scale DBMS, knowledge of computer equipment, and ability to develop complex software to satisfy design objectives.

2.18 Optional Services

2.18.1.1 The contract type for services described under this Section shall be considered indefinite quantity with a fixed unit price per COMAR 21.06.03.06. The Department may or may not require use of these services. The Department has no estimate of what quantity of services may be required.

2.18.1.2 The Department may issue a subsequent TO describing the services required for each of these additional services. These additional services may be required at any point during the term of the Contract. The Contractor shall respond to the TO with a Task Order Proposal (TOP) that includes the labor categories required to satisfy the request, the estimated number of hours required for each labor category, the total estimated effort and cost, and the estimated start and finish date for the TO. Upon acceptance of the TOP, the Department will issue a NTP to the Contractor. All additional services will be provided on a time and materials basis, NTE specified amount. Invoicing and payment shall be based on task order completion.

- 2.18.1.3 Optional services may include, but are not limited to the following:
 - 2.18.1.3.1 System Interface Development
 - 2.18.1.3.2 Set-up, deployment and tuning for network equipment
 - 2.18.1.3.3 Security
 - 2.18.1.3.4 Quality assurance testing
 - 2.18.1.3.5 GAP analysis support
 - 2.18.1.3.6 Documentation writing
- 2.18.1.4 Optional Mobile and Expanded Capabilities/ Separate pricing
- 2.18.1.5 The MLEIN system will expand to include security monitoring of certain land based functions which may be considered critical to waterside operations. Equally important is the integration with MLEIN of a “to be purchased” Computer Aided Dispatch and Record’s Management System. This system’s purchase will occur separately.
- 2.18.1.6 The MLEIN system may require radar camera operation in areas with limited capacity for traditional power.
- 2.18.1.7 A portable radar/camera detection capability with traditional and/or non-traditional power supply will be needed.
- 2.18.1.8 The NRP will need mobile aerial observation capabilities. Recognizing the need to work within current and future FAA regulations concerning National Airspace and Unmanned aerial vehicles, NRP nonetheless, will require airborne capabilities.
- 2.18.1.9 The items listed below will be acted upon based upon NRP’s decision as to priorities for expenditures of current and future funding.
 - 2.18.1.9.1 Left object detection at those critical areas that NRP designates to be protected. These selected areas may vary from location to location. NRP would prefer that all cameras have a left object capability, such that the areas protected may be varied from time to time.
 - 2.18.1.9.2 Intruder detection at all monitored areas.
- 2.18.1.10 The MLEIN HSDA system shall be capable of intruder detection and alarm by means of remotely adjustable guard boundaries and determination of object size or color. When applied to any specific parameter or area, it shall be possible to program the intruder alarms to be energized either by a routine such as night time hours only, or weekend days only, or by specific on/off command from the system operators.
- 2.18.1.11 The MLEIN HSDA system shall be capable of left object detection by means of remotely adjustable protected area size, and object size or color. When applied to any specific area, it shall be possible to program the left object alarms to be energized either by a routine such as night time hours only, or weekend days only, or by specific on/off command from the system operators. The left object system shall be a system that has been deployed and used in a similar environment to the MLEIN requirements.
- 2.18.1.12 The VTS will have connectivity to a portable radar/camera unit for use at remote sites which may or may not have a power supply.
- 2.18.1.13 The VTS will have hand launched unmanned aerial vehicle (UAV) capability with flight times of a minimum 40 minutes (greater flight time preferred) with water landing capabilities/survivability and rechargeable/replaceable battery power preferred. Day and Night capable cameras will be on board the UAV which are transmittable to the operator and preferably to the MLEIN system
- 2.18.1.14 Video downlink. The Systems Integrator shall provide, install and integrate a video downlink system. To maintain compatibility with other airborne law enforcement video systems, the video downlink shall use

licensed frequencies in the public safety 6 GHz frequency band and provide real-time video monitoring of incidents. Two fixed monitoring facility receivers shall be installed at diverse locations to permit downlink operations to occur over the greatest distance.

2.18.1.14.1 The initial video downlink transmitter shall be installed on Maryland State Police helicopter “Trooper 6” and shall be integrated with the existing FLIR camera already on the aircraft. The video downlink system shall provide both short range (under 3 miles) and long range (up to 35 miles) communications with ground-based units and fixed monitoring facilities.

2.18.1.14.2 The video downlink system shall be integrated with the MLEIN Monitoring Facility (MMF) and provide two methods of transmitting images to field units and other command posts/staff. The video downlink system can be directed to provide direct communications with ground based units or to have the downlink video rerouted through the fixed monitoring facility. Either method will be transparent to the end user.

2.18.2 Labor Categories and Qualifications. The following section describes the labor categories to be provided for the Optional Services:

2.18.2.1 Junior Database Management Specialist

2.18.2.1.1 Duties: Must be capable of providing highly technical expertise and support in the use of DBMS. Must be able to evaluate and recommend available DBMS products to support validated user requirements. Defines file organization, indexing methods, and security procedures for specific user applications. Develops, implements, and maintains database back-up and recovery procedures for the processing environments, and ensures that data integrity, security, and recoverability are built into the DBMS applications.

2.18.2.1.2 Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

2.18.2.1.3 General Experience: Must have three (3) years experience in DBMS systems analysis and programming.

2.18.2.1.4 Specialized Experience: At least one (1) years of experience in using current DBMS technologies, application design utilizing various database management systems and experience with DBMS internals.

2.18.2.2 Testing Specialist

2.18.2.2.1 Duties: Must be capable of designing and executing IT software tests and evaluating results to ensure compliance with applicable regulations. Must be able to prepare test scripts and all required test documentation. Must be able to design and prepare all needed test data. Analyzes internal security within systems. Reviews test results and evaluates for conformance to design.

2.18.2.2.2 Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field. A Master's Degree is preferred. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

2.18.2.2.3 General Experience: Must have 4 years of experience in computer software development.

2.18.2.2.4 Specialized Experience: At least 2 years of software testing experience (integration and acceptance).

2.18.2.3 Software Engineer

- 2.18.2.3.1 Duties: Reviews and analyzes system specifications. Prepares programming specifications. Analyzes existing systems/subsystems for reusability benefits and needed changes. Prepares design plans and written analyses. Prepares unit and test scripts. Prepares documentation.
- 2.18.2.3.2 Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.
- 2.18.2.3.3 General Experience: Must have three (3) years of experience as a software engineer.
- 2.18.2.3.4 Specialized Experience: At least two (2) years of experience working with Ada, SQL, or third/fourth generation languages in the design and implementation of systems and one (1) year working with DBMS.
- 2.18.2.4 System Security Specialist
- 2.18.2.4.1 Duties: Provides expert-level advice, analysis, and functional expertise to tasks. Demonstrates exceptional oral and written communication skills. Reviews requirements and task documentation for accuracy and applicability.
- 2.18.2.4.2 Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.
- 2.18.2.4.3 General Experience: This position requires a minimum of twelve (12) years of experience in system security.
- 2.18.2.4.4 Specialized Experience: At least seven (7) years of highly specialized experience in one or more information, computer, or network security disciplines. These disciplines could include penetration testing, intrusion detection and audit analysis, public key infrastructure, cryptography, strong authentication, risk analysis, and multilevel security.
- 2.18.2.5 Documentation Specialist
- 2.18.2.5.1 Duties: Gathers, analyzes, and composes technical information. Conducts research and ensures the use of proper technical terminology. Translates technical information into clear, readable documents to be used by technical and non-technical personnel. For applications built to run in a Windows environment, uses the standard help compiler to prepare all on-line documentation.
- 2.18.2.5.2 Education: Associate's Degree in related field. A Bachelor's degree is preferred.
- 2.18.2.5.3 General Experience: Must have four (4) years of experience in technical writing and documentation experience pertaining to all aspects of IT.
- 2.18.2.5.4 Specialized Experience: A minimum of two (2) years of experience in preparing technical documentation, which is to include researching for applicable standards.
- 2.18.2.6 Junior Computer Programmer
- 2.18.2.7 Duties: Must be capable of translating detail program flowcharts into program-coded instructions used by third- and fourth-generation, or current state-of-the-art computers.
- 2.18.2.8 Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

2.18.2.9 General Experience: Must have three (3) years of computer programming experience.

2.18.2.10 Specialized Experience: None.

2.19 RETAINAGE

Retainage of ten percent (10%) of total contract value until system acceptance.

2.20 INVOICING

Payment will only be made upon completion and acceptance of the deliverables as defined in 2.13.3.

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 Tax Identification Number, as well as the information described below, and must be submitted to the TO Project Manager for payment approval. Payment of invoices will be withheld if a signed Acceptance of Deliverable form – Attachment 9, is not submitted.

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

2.20.1 INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

- A) The invoice shall identify the Department of Natural Resources as the Department of Natural Resources, deliverable description, 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 and any subcontractor and signed Acceptance of Deliverable form – Attachment 9, for each deliverable being invoiced) submitted for payment to the Department of Natural Resources at the following address: Mr. Timothy Bowman, Natural Resources Police, 580 Taylor Avenue, E-3, Annapolis, MD 21401.
- 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.

2.21 MBE PARTICIPATION REPORTS

Monthly reporting of MBE participation is required in accordance with the terms and conditions of the CATS II Master Contract by the 15th day of each month. The TO Contractor shall provide a completed MBE Participation form (Attachment 2, Form D-5) to Department of Natural Resources 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 Natural Resources. Department of Natural Resources 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 Project Manager.

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 along with a completed Master Contractor Feedback Form; or 2) a Master Contractor Feedback Form only. The feedback form helps the State understand for future contract development why Master Contractors did or did not submit proposals. The form is accessible via the CATS II Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu.

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. A TO Proposal shall contain the following sections in order:

3.2.1 TECHNICAL PROPOSAL

A) Proposed Services

- 1) **Executive Summary:** A high level overview of the Master Contractor's understanding of the background, purpose, and objectives of the TORFP. The Executive Summary shall summarize the Master Contractor's capabilities and experience, and summarize the proposed methodology and solution for achieving the objectives of the TORFP.
- 2) **Proposed Solution:** A detailed narrative of the Master Contractor's proposed methodology and solution for completing the requirements and deliverables in Section 2 - Scope of Work. This section should include a comprehensive schedule of tasks and times frames for completing all requirements and deliverables, including any tasks to be performed by State or third party personnel.
- 3) **Draft Work Breakdown Structure (WBS):** A matrix or table that shows a break down of the tasks required to complete the requirements and deliverables in Section 2 - Scope of Work. The WBS should reflect the chronology of tasks without assigning specific time frames or start / completion dates. The WBS may include tasks to be performed by the State or third parties as appropriate, for example, independent quality assurance tasks. If the WBS appears as a deliverable in Section 2 – Scope of Work, the deliverable version will be a final version. Any subsequent versions should be approved through a formal configuration or change management process.
- 4) **Draft Project or Work Schedule:** A Gantt or similar chart containing tasks and estimated time frames for completing the requirements and deliverables in Section 2 - Scope of Work.. The final schedule should come later as a deliverable under the TO after the TO Contractor has had opportunity to develop realistic estimates. The Project or Work Schedule may include tasks to be performed by the State or third parties as appropriate.
- 5) **Draft Risk Assessment:** Identification and prioritization of risks inherent in meeting the requirements in Section 2 - Scope of Work. Includes a description of strategies to mitigate risks. If the Risk Assessment appears as a deliverable in Section 2 – Scope of Work, that version will be a final version. Any subsequent versions should be approved through a formal configuration or change management process.
- 6) **Assumptions:** A description of any assumptions formed by the Master Contractor in developing the Technical Proposal. Master Contractors should avoid assumptions that counter or constitute exceptions to TORFP terms and conditions.

- 7) Proposed Tools: A description of any tools, for example hardware and/or software applications that will be used to facilitate the work.
- B) Proposed Personnel
- 1) Identify and provide resumes for all proposed personnel by labor category. The resume should feature prominently the proposed personnel's skills and experience as they relate to the Master Contractor's proposed solution and Section 2 – Scope of Work.
 - 2) Certification that all proposed personnel meet the minimum required qualifications and possess the required certifications in accordance to Section 2.8.
 - 3) Provide the names and titles of the Master Contractor's management staff who will supervise the personnel and quality of services rendered under this TO Agreement.
 - 4) Complete and provide, at the interview, Attachment 5 – Labor Classification Personnel Resume Summary.
- C) MBE Participation
- 1) Submit completed MBE documents Attachment 2 - Forms D-1 and D-2.
- D) Subcontractors
- 1) Identify all proposed subcontractors, including MBEs, and their roles in the performance of Section 2 - Scope of Work.
- E) Master Contractor and Subcontractor Experience and Capabilities
- 2) Provide up to three examples of projects or contracts the Master Contractor has completed that were similar to Section 2 - Scope of Work. Each example must include contact information for the client organization complete with the following:
 - a) Name of organization.
 - b) Point of contact name, title, and telephone number
 - c) Services provided as they relate to Section 2 - Scope of Work.
 - d) Start and end dates for each example project or contract. If the Master Contractor is no longer providing the services, explain why not.
 - 3) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any entity of the State of Maryland. For each identified contract, the Master Contractor shall provide:
 - a) Name of organization.
 - b) Point of contact name, title, and telephone number
 - c) Services provided as they relate to Section 2 - Scope of Work.
 - d) Start and end dates for each example project or contract. If the Master Contractor is no longer providing the services, explain why not.
 - e) Dollar value of the contract.
 - f) Whether the contract was terminated before the original expiration date.
 - g) Whether any renewal options were not exercised.

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

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

G) State Assistance

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

H) Confidentiality

- 1) A Master Contractor 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 FINANCIAL RESPONSE

- A) A description of any assumptions on which the Master Contractor's Financial Proposal is based (Assumptions shall not constitute conditions, contingencies, or exceptions to the price proposal);
- B) Attachments 1 and 1A - Completed Financial Proposal, including:

General Instructions:

The Financial Proposal Form is used to calculate the Offeror's TOTAL PRICE PROPOSED.

- A) All Unit/Extended Prices shall be clearly entered in dollars and cents, e.g., \$24.15
- B) All Fixed and Unit Prices shall be the actual unit price the State shall pay for the proposed item per this TORFP and may not be contingent on any other factor or condition. Because a CPI price adjustment mechanism is used, all prices shall be into today's dollars.
- C) All calculations shall be rounded to the nearest cent, i.e. .344 shall be 34 and .345 shall be 35.
- D) Every blank in the Financial Proposal Form shall be filled in.
- E) Except as instructed on the Form, nothing shall be entered on the Financial Proposal Form that alters or proposes conditions or contingencies on the prices.
- F) It is imperative that the prices included on the Financial Proposal Form have been entered correctly and calculated accurately by the Offeror and that the respective total prices agree with the entries on the Financial Proposal Form. Any incorrect entries or inaccurate calculations by the Offeror will be treated as provided in COMAR 21.05.03E and 21.05.02.12.
- G) The figures on the price sheets represent a model from which to derive an evaluated price and do not represent minimum or maximum State guarantees of quantities that may be ordered. An Offeror should draw no other inferences from the price sheet other than it is a model.

Specific Instructions:

A) Attachment 1A; Sample Price Proposal Form. The Offeror's financial proposal for the delivered system shall be divided into the sub-areas defined below. The TORFP reference means that all requirements in the specified section shall be the basis for pricing. Provide any separate line item pricing for each of the sub-categories listed below. Any proposed equipment shall be identified and priced on a unit cost with a total quantity required for each system or sub-system. The extended price shall be included on the price proposal form with the unit pricing break down supplied separately.

Task 1 – Vessel Tracking System to include Engineering, Equipment, Site Development, Implementation, Training, and System Warranty

Task 2 – Homeland Security Domain Awareness System to include System Design, Engineering, Equipment, Site Development, Implementation, Training, and System Warranty

Task 3 – Command and Control Software to include Implementation of Maritime-specific components and integration with VidSys software, Training, and System Warranty

Optional Equipment and Services

B) Attachment 1; Sample Price Proposal Form – Time and Materials. This price sheet relates to Time and Materials services and other optional services described in the TORFP. A number of reasons described in the TORFP could cause a requirement for labor services and the purpose of this price sheet is to determine a fully loaded labor rate for the labor services specified. The Offeror shall identify the specific CATS II labor categories required to perform each service. The calculation for each row is Col A x Col B = Col C. The individual row totals are to be summed to the **Total Proposed CATS II TORFP Price** block.

SECTION 4 – TASK ORDER AWARD PROCESS

4.1 OVERVIEW

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

4.2 TECHNICAL PROPOSAL EVALUATION CRITERIA

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

1 – Experience with similar projects

2 - Offeror Technical Response to TORFP Requirements. Offeror response to work requirements in the TORFP (Section 2) must illustrate a comprehensive understanding of work requirements to include an explanation of how the work shall be done. Responses to work requirements such as “concur” or “shall comply” shall receive a lower evaluation ranking than those Offerors who demonstrate they understand a work requirement and have a plan to meet or exceed it.

3 – Project Schedule

4 - Project Organization.

5 - Project Management Plan and Assumptions.

4.3 SELECTION PROCEDURES

- A) TO Proposals will be assessed throughout the evaluation process for compliance with the minimum personnel qualifications in Section 2.8 and quality of responses to Section 3.2.1 of the TORFP. TO Proposals deemed technically qualified will have their financial proposal considered. All others will be deemed not reasonably susceptible to award and will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.
- B) Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.
- C) The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, technical merit will have greater weight than price.

4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

Commencement of work in response to a TO Agreement shall be initiated only upon issuance of a fully executed TO Agreement, a Non-Disclosure Agreement (To Contractor), a Purchase Order, and by a Notice to Proceed authorized by the TO Procurement Officer. See Attachment 7 - Notice to Proceed (sample).

ATTACHMENT 1 –PRICE PROPOSAL

PRICE PROPOSAL (TIME AND MATERIALS) FOR CATS II TORFP # K00P0400316

LABOR CATEGORIES

Labor Categories	A	B	C
	Hourly Labor Rate	Total Class Hours	Total Proposed CATS II TORFP Price
Year One			
Equipment repair service	\$	100	\$
Technician services	\$	100	\$
Engineering support	\$	100	\$
On-call software engineering support.	\$	100	\$
Project Manager	\$	1000	\$
Senior System Engineer	\$	250	\$
Database Manager	\$	250	\$
Senior Business Process Consultant	\$	200	\$
Applications Programmer	\$	200	\$
Junior Database Management Specialist	\$	100	\$
Testing Specialist	\$	100	\$
Software Engineer	\$	100	\$
System Security Specialist	\$	100	\$
Documentation Specialist	\$	100	\$
Junior Computer Programmer	\$	100	\$
Year Two			
Equipment repair service	\$	100	\$
Technician services	\$	100	\$
Engineering support	\$	100	\$
On-call software engineering support.	\$	100	\$
Project Manager	\$	250	\$
Senior System Engineer	\$	100	\$
Database Manager	\$	100	\$
Senior Business Process Consultant	\$	100	\$
Applications Programmer	\$	100	\$
Junior Database Management Specialist	\$	100	\$
Testing Specialist	\$	100	\$
Software Engineer	\$	100	\$
System Security Specialist	\$	100	\$
Documentation Specialist	\$	100	\$

Junior Computer Programmer	\$	100	\$
Year Three or until May 31, 2014			
Equipment repair service	\$	100	\$
Technician services	\$	100	\$
Engineering support	\$	100	\$
On-call software engineering support.	\$	100	\$
Project Manager	\$	250	\$
Senior System Engineer	\$	100	\$
Database Manager	\$	100	\$
Senior Business Process Consultant	\$	100	\$
Applications Programmer	\$	100	\$
Junior Database Management Specialist	\$	100	\$
Testing Specialist	\$	100	\$
Software Engineer	\$	100	\$
System Security Specialist	\$	100	\$
Documentation Specialist	\$	100	\$
Junior Computer Programmer	\$	100	\$
	\$		\$
Total Evaluated Price			\$

Authorized Individual Name

Company Name

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.

SUBMIT AS A .PDF FILE WITH THE FINANCIAL RESPONSE

ATTACHMENT 1A - PRICE PROPOSAL FORM

PRICE PROPOSAL FOR CATS II TORFP # K00P0400316

Identification	Deliverable	Proposed Price
	Task 1 – Vessel Tracking System	
Attachment 13 Line # 179-210	Please identify all software and hardware required for this task on a line item basis. Lump sum deliverables are not acceptable.	
	Task 2 – Homeland Security Domain Awareness System	
Attachment 13 Line # 212-292	Please identify all software and hardware required for this task on a line item basis. Lump sum deliverables are not acceptable.	
	Task 3 – Command and Control Software Integration	
Attachment 13 Line # 294-309	Please identify all software and hardware required for this task on a line item basis. Lump sum deliverables are not acceptable.	
	Mobile and Expanded Capabilities	
2.18.1.7	Portable radar/camera detection capability with traditional and/or non-traditional power supply will be needed	
2.18.1.9.1	Left object detection at those critical areas that NRP designates to be protected.	
2.18.1.9.2	Intruder detection at all monitored areas.	
2.18.1.12	VTS connectivity to a portable radar unit for use at remote sites which may or may not have a power supply	
2.18.1.13	Hand launched unmanned aerial vehicle (UAV) capability	
	Video downlink	
2.18.1.14	Please identify all software and hardware required for this task on a line item basis. Lump sum deliverables are not acceptable.	
2.10.2.2	Other equipment maintenance and support – Year 1	
2.10.2.2	Other equipment maintenance and support – Year 2	
2.10.2.2	Other equipment maintenance and support – Until May 31, 2014	
2.10.3	Software Maintenance after Warranty.	
2.10.4	Annual Software support – Year 1	
2.10.4	Annual Software support – Year 2	
2.10.4	Annual Software support – Until May 31, 2014	
Total Proposed Fixed Price		

Authorized Individual Name

Company Name

Title

Company Tax ID #

SUBMIT AS A .PDF FILE WITH THE FINANCIAL RESPONSE

ATTACHMENT 1B –SUMMARY PRICE PROPOSAL

SUMMARY PRICE PROPOSAL

FOR CATS II TORFP # K00P0400316

Identification	Total Proposed CATS II TORFP Price
Total Evaluated Price from Price Proposal Form 1	\$
Total Fixed Price from Price Proposal Form 1A	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
Total Evaluated Price (Add lines 1 and 2)	\$

Authorized Individual Name _____ Company Name _____

Title _____ Company Tax ID # _____

SUBMIT AS A .PDF FILE WITH THE FINANCIAL RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING REQUIREMENTS

CATS II TORFP # K00P0400316

These instructions are meant to accompany the customized reporting forms sent to you by the TO Project Manager. If, after reading these instructions, you have additional questions or need further clarification, please contact the TO Project 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 Project 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 Project 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 Project 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 Project 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. K00P0400316, I affirm the following:

1. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of [] percent and, if specified in the TORFP, sub-goals of [] percent for MBEs classified as African American-owned and [] 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 K00P0400316	
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: _____

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 2

MINORITY BUSINESS ENTERPRISE PARTICIPATION SCHEDULE (CONTINUED)

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

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 3

OUTREACH EFFORTS COMPLIANCE STATEMENT

In conjunction with the bid or offer submitted in response to TORFP # K00P0400316, I state the following:

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

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

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

4. Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements.

(DESCRIBE EFFORTS)

 This project does not involve bonding requirements.

5. Offeror did/did not attend the pre-proposal conference
 No pre-proposal conference was held.

Offeror Name

By: _____
Name

Address

Title

Date

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

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 4

SUBCONTRACTOR PROJECT PARTICIPATION STATEMENT

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

Provided that _____ is awarded the TO Agreement in
(Prime TO Contractor Name)
conjunction with TORFP No. K00P0400316, 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 #K00P0400316 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:

Mr. Timothy Bowman, Project Manager Department of Natural Resources 580 Taylor Avenue, E-3 Annapolis, MD 21401 tbowman@dnr.state.md.us	Ms. Penny Bates, Procurement Officer Department of Natural Resources 580 Taylor Avenue, D-4 Annapolis, MD 21401 pbates@dnr.state.md.us
--	--

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 #K00P0400316 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:

Mr. Timothy Bowman, Project Manager Department of Natural Resources 580 Taylor Avenue, E-3 Annapolis, MD 21401 tbowman@dnr.state.md.us	Ms. Penny Bates, Procurement Officer Department of Natural Resources 580 Taylor Avenue, D-4 Annapolis, MD 21401 pbates@dnr.state.md.us
--	--

Signature: _____ Date: _____

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

ATTACHMENT 3 – TASK ORDER AGREEMENT

CATS II TORFP# K00P0400316 OF MASTER CONTRACT #060B9800035

This Task Order Agreement (“TO Agreement”) is made this **day** of **Month**, 2010 by and between **Task Order Contractor (TO Contractor)** and the STATE OF MARYLAND, Department of Natural Resources.

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 Natural Resources, as identified in the CATS II TORFP # K00P0400316.
 - b. “CATS II TORFP” means the Task Order Request for Proposals # K00P0400316, dated **MONTH DAY, YEAR**, including any addenda.
 - c. “Master Contract” means the CATS II Master Contract between the Maryland Department of Information Technology and **TO Contractor** dated **xxx 2009**.
 - d. “TO Procurement Officer” means Ms. Penny Bates. 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 Department of Natural Resources and **TO 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 Project Manager” means Mr. Timothy Bowman of the Agency. The Agency may change the TO Project Manager at any time by written notice to the TO Contractor.
 - h. “TO Proposal - Technical” means the TO Contractor’s technical response to the CATS II TORFP dated **date of TO Proposal – Technical**.
 - i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS II TORFP dated **date of TO Proposal - Financial**.
 - j. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.
2. Scope of Work
 - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supercede 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 Project Manager. The term of this TO Agreement is for a period of **insert time for performance**, commencing on the date of Notice to Proceed and terminating on **Month Day, Year**.

4. Consideration and Payment

4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS II TORFP and shall not exceed **\$1,400,000.00**. 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 Project 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 **Department of Natural Resources, Mr. Timothy Bowman, 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 Natural Resources

By: Ms. Penny Bates, TO Procurement Officer

Date

Witness: _____

ATTACHMENT 4 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

- A) "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.
- B) "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, Offeror, Contractor, consultant, or subcontractor or 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 TO 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 Financial Proposal may be proposed under the CATS II TORFP process.
3. For each person proposed in any of the labor categories, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements. This summary is required at the time of the interview.

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

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

ATTACHMENT 5 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY (CONTINUED)

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

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

Contractor's Contract Administrator:

Signature
Date

Proposed Individual:

Signature
Date

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

ATTACHMENT 6 – DIRECTIONS

TO THE PRE-TO PROPOSAL CONFERENCE

THE PRE-PROPOSAL CONFERENCE IS SCHEDULED FOR **20 AUGUST @ 1000HRS.** THE C-1 CONFERENCE ROOM IS LOCATED ON THE FIRST FLOOR OF THE TAWES STATE OFFICE BUILDING, 580 TAYLOR AVE. ANNAPOLIS, MD. 21401

DUE TO SPACE LIMITATIONS, **PLEASE RSVP BY 13 AUGUST 2010** TO TIM BOWMAN, at tbowman@dnr.state.md.us IF YOU PLAN TO ATTEND. AN ALTERNATIVE SITE MAY BE REQUIRED DEPENDING UPON THE NUMBER OF ATTENDEES.

PARKING IS AVAILABLE AT THE NAVY MARINE CORPS STADIUM. ENTER @ GATE 6, STATE EMPLOYEES PARKING LOT (entrance is on the right just past Tawes). AT THE GATE, DEPRESS THE BUTTON. DEPARTMENT OF GENERAL SERVICES PERSONNEL WILL RESPOND. IDENTIFY YOURSELF AND PURPOSE AND YOU WILL BE ADMITTED. REMEMBER TO HOLD THE BUTTON DOWN WHILE TALKING

DIRECTIONS- FROM NORTH- Rt. 97 south to Rt. 50 east bound to exit for Rowe Blvd. South on Rowe Blvd to right onto Taylor Ave. Tawes State office building is approx. 1000 ft on left.

FROM SOUTH-Rt 495 to Rt 50 east bound. Follow directions as from NORTH

Rt. #2 north to Rt. 50 east bound. Follow directions as from NORTH

FROM WEST- Rt. 50 east bound to exit for Rowe Blvd. Follow directions as from NORTH

FROM EAST- Rt. 301 to west bound Rt. 50 to exit for Rowe Blvd. Follow directions as from NORTH

ATTACHMENT 7 – NOTICE TO PROCEED

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS II Task Order Agreement #K00P0400316

Dear TO Contractor Contact:

This letter is your official Notice to Proceed as of Month Day, Year, for the above-referenced Task Order Agreement. Mr. Timothy Bowman of the Department of Natural Resources will serve as your contact person on this Task Order. Mr. Timothy Bowman can be reached at telephone # and email address.

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

Sincerely,

Ms. Penny Bates

Task Order Procurement Officer

Enclosures (2)

cc: Mr. Timothy Bowman

Procurement Liaison Office, Department of Information Technology

Project Management Office, Department of Information Technology

ATTACHMENT 8 – AGENCY RECEIPT OF DELIVERABLE FORM

I acknowledge receipt of the following:

TORFP Title: Maritime Law Enforcement Information Network

TO Agreement Number: #K00P0400316

Title of Deliverable: _____

TORFP Reference Section # _____

Deliverable Reference ID # _____

Name of TO Project Manager: Mr. Timothy Bowman

TO Project Manager Signature

Date Signed

Name of TO Contractor's Project Manager: _____

TO Contractor's Project Manager Signature

Date Signed

SUBMIT AS REQUIRED IN SECTION 2.5.6.20 OF THE TORFP.

ATTACHMENT 9 – AGENCY ACCEPTANCE OF DELIVERABLE FORM

Agency Name: Department of Natural Resources

TORFP Title: Maritime Law Enforcement Information Network

TO Project Manager: Mr. Timothy Bowman: 410-260-8891

To:

The following deliverable, as required by TO Agreement #K00P0400316, 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 Project Manager Signature

Date Signed

ISSUED BY THE TO PROJECT MANAGER AS REQUIRED IN SECTION 2.5.6.20 OF THE TORFP.

ATTACHMENT 10 – NON-DISCLOSURE AGREEMENT (OFFEROR)

This Non- Disclosure Agreement (the "Agreement") is made this ___ day of _____ 2010, 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 RFP #K00P0400316 for the Maritime Law Enforcement Information Network. 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 1.7 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 1.7, 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 Ms. Penny Bates, Department of Natural Resources on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR'S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.
8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

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

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

ATTACHMENT 11 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made as of this ____ day of _____, 2010, by and between the State of Maryland (“the State”), acting by and through its Department of Natural Resources (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 the Maritime Law Enforcement Information Network TORFP No. K00P0400316 dated **release date for TORFP**, (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:

Department of Natural Resources:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

ATTACHMENT 12 – TO CONTRACTOR SELF-REPORTING CHECKLIST

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

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

D) Is the change management procedure being followed?

Yes No (If no, explain why) _____

ATTACHEMENT 13 – TECHNICAL AND FUNCTIONAL SPECIFICATIONS

See separate Excel spreadsheet for the technical and functional specifications.

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
