



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

Mainframe Equipment Maintenance

**CATS II TORFP # 2010-06
Purchase Order #Q00B9200390**

**Department of Public Safety and Correctional Services
Information Technology and Communications Division**

ISSUE DATE: 11/13/09

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KEY INFORMATION SUMMARY SHEET

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

TORFP NAME:	Mainframe Equipment Maintenance
FUNCTIONAL AREA:	Functional Area 6
TORFP ISSUE DATE:	11/13/09
Closing Date and Time:	12/14/09 at 10:00 AM
TORFP Issuing Office:	Department of Public Safety and Correctional Services Information Technology and Communications Division
Questions and Proposals are to be sent to:	Martha Sullivan msullivan@dpscs.state.md.us
TO Procurement Officer	Martha Sullivan Office Phone: 410-585-3130 Office Fax: 410-358-8671
TO Manager:	Moses Walker Jr. Office Phone: 410-585-2909 Fax: 410-653-4529
Project Number:	PO#Q00B9200390
TO Type:	Fixed price
Period of Performance:	02/25/10-02/24/13
MBE Goal:	0 percent
Small Business Reserve (SBR):	No
Primary Place of Performance:	Public Safety Data Center 1201 Reisterstown Road Pikesville, Maryland 21208
State Furnish Work Site and/or Access to Equipment, Facilities or Personnel:	N/A
TO Pre-Proposal Conference:	Department of Public Safety and Correctional Services Informational Technology and Communications 6776 Reisterstown Road, Suite 200 Conference Room Baltimore, Maryland 21215 12/03/2009 at 9:00 AM-10:00 A.M. See Attachment 5 for Directions

SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement. See Section 2.15 for information on change orders.

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

1.2 TO AGREEMENT

Based upon an evaluation of TO Proposal responses, a Master Contractor will be selected to conduct the work defined in Section 2 - Scope of Work. A specific TO Agreement, Attachment 2, 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 DPSCS/ITCD e-mail system time stamp. The TO Proposal is to be submitted via e-mail as two attachments in MS Word format. The "subject" line in the e-mail submission shall state the TORFP #Q00B9200390. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS II TORFP #Q00B9200390 Technical". The second file will be the financial response to this CATS II TORFP and titled, "CATS II TORFP #Q00B9200390 Financial". The following proposal documents must be submitted with required signatures as .PDF files with signatures clearly visible:

- Attachment 1 – Price Proposal
- Attachment 2 - 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)

Minority Business Enterprises are encouraged to participate.

1.6 CONFLICT OF INTEREST

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

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

1.7 NON-DISCLOSURE AGREEMENT

Certain system documentation may be available for potential Offerors to review at a reading room at the Office of Procurement, 6776 Reisterstown Road, Baltimore, Maryland 21215. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement in the form of Attachment 7. Please contact the TO Procurement Officer of this TORFP to schedule an appointment.

In addition, certain documentation may be required by the TO Contractor awarded the TO Agreement in order to fulfill the requirements of the TO Agreement. The TO Contractor, employees and agents who review such documents will be required to sign, including but not limited to, a Non-Disclosure Agreement in the form of Attachment 7.

1.8 LIMITATION OF LIABILITY CEILING

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

1.9 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

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

Attachment 9 is the TO Contractor Self-Reporting Checklist. DoIT will send initial checklists out to applicable TO Contractors approximately three months after the award date for a TO. The TO Contractor shall complete and return the checklist as instructed on the checklist. Subsequently, at six month intervals from the due date on the initial checklist, the TO Contractor shall update and resend the checklist to DoIT.

SECTION 2 – SCOPE OF WORK

2.1 PURPOSE

The Department of Public Safety and Correctional Services (DPSCS), Information Technology and Communications Division (IT&CD) is issuing this CATS II TORFP to obtain maintenance service for the Department's data processing equipment. This maintenance service is to include scheduled maintenance and repair of all equipment listed within this contract.

2.1 The Department of Public Safety & Correctional services (DPSCS), Information Technology and communications Division (IT&CD) is soliciting a task order to acquire maintenance service for the Department's data processing equipment. The Department's equipment currently consists of two mainframe computers with associated peripherals. The objectives are to obtain a Contractor that shall:

2.1.1 Provide maintenance for the Department's Information processing equipment. Equipment quantities may vary slightly from those specified in any resulting contract. Appropriate adjustment will be made in the contract to allow for the variation in quantity. The cost to maintain or repair all equipment listed in this bid **shall** consist of labor and any required parts necessary to maintain or repair equipment.

2.1.2 Provide a single source of contact for all equipment maintenance.

2.1.3 Ensure all equipment **shall** be maintained 24 hours per day, seven days per week, 365 days per year.

2.1.4 Ensure the following process **shall** be adhered to for service calls:

- Service calls will be classified in one of three levels. One (1) is critical or "system down" priority. Two (2) is "emergency" or "business process interruption" priority. Three (3) is "normal" or equipment malfunction priority. Unless otherwise specified, all calls will be classified as "normal". Priority (1) calls will remain priority one during the life of the problem unless changed by the Data Center or Maryland Correctional Enterprises (formerly known as State Use Industries). Priority two (2) calls will become priority one (1) if the problem has not been resolved in four (4) hours. Priority three (3) calls will become priority (2) if the problem is not resolved within eight (8) hours. Data Center or Maryland Correctional Enterprises management has the right to adjust the priority level of any service call and has the responsibility to notify the vendor immediately of such a change.
- All service calls **shall** be responded to by return phone call within one half hour to establish technician arrival time.
- All calls for service **shall** be answered by having a technician on the site in two hours or less.

- Priority one (1) or “system down” calls **shall** be answered by having a technician on the site in one hour or less.

2.1.5 All manufacturers’ announced engineering changes and diagnostic routines **shall** be installed within 30 days from the date of availability by the manufacturer. Installation of equipment **shall** be scheduled with the Data Center’s Operations Manager of the manager with designated responsibility for the equipment. Must be able to provide RSF capabilities on zSeries and 3494 devices.

2.1.6 The vendor **shall** adhere to the equipment manufacturer’s maintenance schedule and procedures for preventive maintenance. In addition, the vendor **shall** provide a recommended preventive maintenance schedule, process and procedure for all equipment listed. The cost to be supplied should include preventive maintenance.

2.1.7 All replacement parts **shall** be new and from the original machine manufacturer or certified by the manufacturer to be equivalent to new. These parts **shall** be in adequate supply in the Baltimore-Metropolitan area so as to keep down-time to a minimum.

2.2 CONTRACTOR REQUIREMENTS

The Contractor shall provide maintenance for the Department’s Information processing equipment. Equipment quantities may vary slightly from those specified in any resulting contract. Appropriate adjustment will be made in the contract to allow for the variation in quantity. The cost to maintain or repair all equipment listed in this bid **shall** consist of labor and any required parts necessary to maintain or repair equipment.

2.3 CONTRACTOR POINT OF CONTACT/ COMMUNICATION PLAN

The Contractor shall provide a single Point-of-Contact (POC) for the duration of the contract. The Contractor shall provide and maintain a Communication Plan that includes the following information for technical/management support contact person(s): address, business phone number(s), alternate contact number(s), pager number(s), cell phone number(s) and email address(s).

2.4 REPLACEMENT/REPAIR PARTS

The Contractor shall be responsible for technical support and overnight replacement of any defective unit with continuous secured ownership. All replacement and/or repair parts shall be **new and from the OEM**, or certified to be equivalent in quality and function by the OEM (in form of equivalent replacement list). All replacement parts must be warranted by the vendor for a minimum of ninety (90) days or more as specified by the manufacturer after installation. Should it become necessary to replace a part covered by the warranty, all costs associated with the replacement must be borne by the Contractor.

2.5 ADDITION OF NEW EQUIPMENT

The addition of any new equipment must be serviced and priced the same as all other like equipment. The equipment must come under maintenance immediately after the warrant period. Any addition or deletion of equipment will be accomplished through a contract modification from the State to the vendor.

2.6 SECURITY REQUIREMENTS

The Contractor shall comply with and adhere to the Maryland State IT Security Policy and Standards Version 1.2 dated January 2007. This policy and standards may be revised from time to time and the Contractor shall comply with all such revisions. The current and any updated and revised versions of the Maryland State IT Policy and Standards is available on-line at www.dbm.maryland.gov (Search "IT Security Policy").

2.7 Past State Contract Experience

As part of its offer, each Offeror is to provide a list of all contracts with any entity of the State of Maryland that it is currently performing or which have been completed within the last 5 years. For each identified contract, the Offeror is to provide:

- 2.7.1 The State contracting entity
- 2.7.2 A brief description of the services/goods provided
- 2.7.3 The dollar value of the contract
- 2.7.4 The term of the contract
- 2.7.5 The State employee contact person (name, title, telephone number and if possible e-mail address)
- 2.7.6 Whether the contract was terminated before the end of the term specified in the original contract, including whether any available renewal option was not exercised.

Information obtained regarding the Offeror's level of performance on State contracts will be considered as part of the experience and past performance evaluation criteria of the TORFP.

2.8 EQUIPMENT LIST

MAINFRAME EQUIPMENT FOR DATA CENTER
1201 REISTERSTOWN RD, BLDG F PIKESVILLE,
MD 21208

QTY	DESC	TYPE	SERIAL#
1	3494-D14	3494-D14	7889791
1	Tape Drives	3590 E	78C6864
1	Tape Drives	3590 E	78C6890
1	Tape Drives	3590 E	78C6875
1	Feature	3486	
1	3492 -D22	3494 - D22	7889190
1	Tape Drives	3592 J1A	7822454
1	Tape Drives	3592 J1A	7822453
1	Tape Drives	3592 J1A	7822407
1	Tape Drives	3592 J1A	7822405
1	Tape Drives	3592 J1A	7822421
1	Tape Drives	3592 J1A	7822426
1	3592-170 Tape Controller	3592 - 170	C3798
1	3494 - D22	3494 - D22	7838335
1	Tape Drives	3592 J1A	7822691
1	Tape Drives	3592 J1A	7822641
1	Tape Drives	3592 J1A	7822696
1	Tape Drives	3592 J1A	7822612
1	Feature	3486	
1	Feature	3487	
1	Feature	3487	
1	3494 - L12	3494 - L12	7817567
1	Library Mang	3494	96p1123ynljzs179019
1	3494 - BI0	3494 - BI0	78B1528
1	HMC	8482 - 2SU	KP-PRH49
1	SMC eZswitch	44P4574	T152000199
1	Feature	3415	
1	Feature	3415	
1	Feature	3704	
1	IBM eServer Z890 CAP A	2086-A04	

1	Telex 1174/1L	1432065823	
1	IBM 3174/11L	23N6516	
1	IBM 3192	BX231	
1	IBM 3192	BX239	
1	IBM 3279	AIII	
1			

MAINFRAME EQUIPMENT FOR DATA CENTER
1201 REISTERSTOWN RD, BLDG F PIKESVILLE,
MD 21208

1			
1	IBM 6262/22	56A0896	
1	IBM 3490I A20	13-64540	
1	IBM 3490/B20	13-72156	!
1	IBM 3490/B20		
1	IBM 785510	230052130	
1	IBM 4234	4137730	
1	LYNKYLE 3476	5729	
1	IBM 4234	4141373	
1	LYNKYLE 3477	23901	
1	L YNKYLE 3476	101983	
1	3COM SUPERSTACK	800-KZBS2BBDB58	
1	1-03477	305TA06191	
1	IBM 785510	230086634	
1	IBM 785510	230079831	
1	IDEA 785510	230082309	
1	IBM 785510		
1	IBM 3477	88-3315	
1	IBM 785510	230085137	
1	IBM 5853	230096353	
1	IBM 785510	230083703	
1	CAT 5 RACK		
1	IBM 64001015	01-P2212	
1	IBM 9406-620	10-2Z65M	
1	3COM SUPERST ACK II		
1	3COM 24 PO 3C16441A	7T6VOBA032	
1	IBM 785510	230007365	
1	IBM 785510	2300073	
1	MOTOROLA DDS/MR64	7251622	
1	IBM 785510	23-0083482	
1	IBM 3477	2386	
1	IBM 5394-01B	23-87376	
1	IBM 3477FA	88-P5992	
1	IBM 3477FA	88-T8435	
1	IBM 539401B	2391358	

1	IBM 3477	88P3887	
1	IBM 785510	230098522	
1	LYNKYLE 3477	16773	
1	LYNKYLE 3477	12038	
1	IBM 3477	N23-FNW88	
1	IBM 5394-01B	23-44317	
1	IBM 7855-10	23-00A0395	
1	IBM 3477	II-A6299	
1	IBM 3477FG	23-LB402	

MAINFRAME EQUIPMENT FOR DATA CENTER 1201
REISTERSTOWN RD, BLDG F PIKESVILLE, MD 21208

1	L YNKYLE 3477	20691	
1	IBM 5394-01B	23-7446	
1	IBM 785510	23-00E853	
1	IBM 785510	23019714	
1	IBM 539401B	82229	
1	IBM 3477-G	23-G9821	
1	LYNKYLE 3477	20702	
1	IBM 3477FA	88-84748	
1	IBM 3477FG	23-LH781	
1	IBM 539401B	1040759	
1	IBM 785510	230085125	
1	IBM 3477	887035	
1	L YNKYLE 3477	20696	
1	IBM 3477FG	23-21531	
1	IBM 3477FA	88-48269	
1	IBM 3477	88F682	
1	IBM 3477	8889388	
1	MOTOROLA DDS/MR64	7246037	
1	IBM 3477	88-G9308	
1	IBM 3477	23RR268	
1	IBM 3477	23HB608	
1	IBM 539401B	2374790	
1	IBM 4234	4137726	
1	IBM 3477FA	88-42280	
1	1-03477	816512258	
1	IBM 785510	230086635	
1	IBM 539401B	87966	
1	IBM 3477FA	23-HW107	
1	IBM 539401B	2385187	
1	IBM 3477FG	88-Z2074	
1	IBM 785510	230079830	
1	IBM 785510	230086629	
1	LYNKYLE 3477	20765	

1	IBM 539401B	2374999
1	IBM 785510	2300851
1	IBM539401B	2377923
1	IBM3477	23HD800
1	IBM 3477	23KG943
1	IBM 785510	2300412
1	IBM 3477-G	88-K2088
1	IBM 539401B	234789

MAINFRAME EQUIPMENT FOR MD
CORRECTIONAL ENTERPRISES 7275
WATERLOO RD, JESSUP, MD 20794

Type	Make	Model #	Serial #	Location
CONTROLLER	IBM	539401B	2385187	MCE Graphics 145 MCI-J
CONTROLLER	IBM	539401B	0087966	MCE Graphics 140 MCI-J
CONTROLLER	IBM	5394-01 B	23-74476	MCE Furniture Manufacturer 115 JCI
CONTROLLER	IBM	5394-01 B	23-86874	MCE Partition 112 MCTC
CONTROLLER	IBM	539401B	2391358	MCE Furniture Restoration 106 ECI
CONTROLLER	IBM	5394-01 B	23-79717	MCE Sew 142 JCI
CONTROLLER	IBM	539401B	1040759	MCE Mattress 117 JCI
CONTROLLER	IBM	5394-01 B	23-74999	MCE Headquarters Jessup
CONTROLLER	IBM	539401B	2374790	MCE Metal II 124 MCI-H
CONTROLLER	IBM	539401B	2377923	MCE Graphic 149 RCI
CONTROLLER	IBM	539401B	23-87856	MCE Graphic 107 ECI
CONTROLLER	IBM	5394-01 B	23-65708	MCE Furniture Restoration 146 RCI
CONTROLLER	IBM	539401 B	23-79129	MCE Headquarters Jessup
CONTROLLER	IBM	5394-01 B	23-87376	MCE Sew 104 MCI- W
CPU/TAPE/UPS	IBM	AS400	10-2Z65M	MCE Headquarters Jessup
DSU	MOTOROLA	DDS/MR64	007699	MCE Headquarters Jessup
DSU	MOTOROLA	DDS/MR64	007251622	MCE Metal II 124

				MCI-H
HUB	3 COM 12 PORT	3C16441A	7T6VOBA032	MCE Sign 111 Patuxent
HUB 24-PORT	3COM	SUPERSTACK II	0800- KZBS2BBDB 58	MCE Headquarters Jessup BROKEN
HUB 24-PORT	3COM	SUPERSTACK II		MCE Graphic 145 MCI-J
MODEM	IBM	785510	230086634	MCE Headquarters Jessup
MODEM	IBM	785510	230079830	MCE Graphic 145 MCI-J
MODEM	IBM	785510	230007365	MCE Headquarters Jessup
MODEM	IBM	785510	230086629	MCE Headquarters Jessup
MODEM	IBM	785510	230085138	MCE Graphic 149 RCI
MODEM	IBM	785510	230007368	MCE Headquarters Jessup
MODEM	IBM	785510	15329	MCE Graphic 107 ECI
MODEM	IBM	785510	23-0085134	MCE Headquarters Jessup

MAINFRAME EQUIPMENT FOR MD
CORRECTIONAL ENTERPRISES 7275
WATERLOO RD, JESSUP, MD 20794

MODEM	IBM	785510	230082309	MCE Headquarters Jessup
MODEM	IBM	785510	230098522	MCE Furniture Manufacturer 115 JCI
MODEM	IBM	785510	230079831	MCE Furniture Manufacturer 115 JCI
MODEM	IBM	7855-10	23-0064931	MCE Graphics 140 MCI-J
MODEM	IBM	785510	230052130	MCE Headquarters Jessup
MODEM	IBM	785510	230041283	MCE Partition 112 MCTC
MODEM	IBM	7855-10	153257	MCE Mattress 117 JCI
MODEM	IBM	5853	23-0053990	MCE Furniture

				Restoration 146 RCI
MODEM	IBM	785510	230083703	MCE Headquarters Jessup
MODEM	IBM	7855-10	23-00E8530	MCE Sew 104 MCI-W
MODEM	IBM	785510	23-00E5705	MCE Headquarters Jessup
MODEM	IBM	785510	23001914	MCE Headquarters Jessup
MODEM	IBM	785510	230085125	MCE Sew 142 JCI
MONITOR	IBM	2477	8867035	MCE Mattress 117 JCI
MONITOR	IBM	3477	88-M9801	MCE Graphic 149 RCI
MONITOR	IBM	3477	8889388	MCE Brush & Carton 123 MCI- H
MONITOR	IBM	3477	88LF825	MCE Metal I 124 MCI-H
MONITOR	IBM	3472-6	23-ZX100	MCE Headquarters Jessup
MONITOR	IBM	3477	88-45101	MCE Headquarters Jessup
MONITOR	IBM	3477	N23-YP290	MCE Headquarters Jessup
MONITOR	IBM	3477FA	23-24V73	MCE Headquarters Jessup
MONITOR	IBM	3477	88-DL489	MCE Graphic 107 ECI
MONITOR	IBM	3477-C	88-AK514	MCE Furniture Restoration 146 RCI
MONITOR	IBM	3477-C	88-MP232	MCE Metal II 124 MCI-H
MONITOR	IBM	3477-C	88-CW127	MCE Metal I 124 MCI-H
MONITOR	IBM	3477	88-A6299	MCE Textiles 109 ECI
				KIT KAT RD

MONITOR	IBM	3477-G	88-K2088	MCE Headquarters Jessup
MONITOR	IBM	3477-G	23-G9821	MCE Taa 119 JCI

2.9 REQUESTING AGENCY INFORMATION

The Department of Public Safety and Correctional Services(DPSCS), Information Technology and Communications Division (IT&CD) provides systems operations support for numerous departmental information systems, as well as networking interfaces for many national, state, and local criminal justice agencies; and Systems Applications support, which provides the programming necessary to maintain and develop the variety of criminal justice and management information systems needed by departmental and other criminal justice users.

2.10 MANAGEMENT ROLES AND RESPONSIBILITIES

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.

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

2.11 SYSTEM BACKGROUND AND DESCRIPTION

The contact is for the purpose of providing maintenance for two mainframe computers with associated peripherals. Equipment support under this contact is listed in the attached equipment list.

2.12 PROFESSIONAL DEVELOPMENT

Networking technology and software products continuously change. The TO Contractor must ensure continuing education opportunities for the personnel provided. This education would be associated with the technologies currently utilized by The Department of Public Safety and Correctional Services(DPSCS), Information Technology and Communications Division (IT&CD) or anticipated to be implemented by The Department of Public Safety and Correctional Services(DPSCS), Information Technology and Communications Division (IT&CD) in the near future. With The Department of Public Safety and Correctional Services(DPSCS), Information Technology and Communications Division (IT&CD) prior approval, the time allocated to these continuing education activities for staff deployed to The Department of Public Safety and Correctional Services(DPSCS), Information Technology and Communications Division (IT&CD) on a full-time basis may be charged to this task order. Actual course costs are the responsibility of the TO Contractor.

2.13 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES

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

- The State’s System Development Life Cycle (SDLC) methodology
- The State Information Technology Security Policy and Standards
- The State of Maryland Enterprise Architecture.

2.14 TO CONTRACTOR PERSONNEL MINIMUM QUALIFICATIONS

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

All service technicians must have been trained and certified to perform service on IBM equipment listed within the contract.

2.15 CONTRACTOR EXPERTISE REQUIRED

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

2.16 INVOICE SUBMISSION

Invoices will be submitted by the TO Contractor on a monthly basis by the 15th business day of each month for all work completed in the previous month. Invoices for O&M work should be submitted within the first 5 business days of each month for the work performed in the previous month. Invoices submitted more than 30 calendar days late, will be reduced by 10% and will continue to be reduced every subsequent 30 calendar days until submitted.

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

INVOICE FORMAT

- A) The invoice shall identify TO DPSCS/ITCD, labor category, associated TO Agreement number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number.
- B) The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees, including detail of work hours) submitted for payment to TO DPSCS/ITCD at the following address:

DPSCS/ITCD
6776 Reisterstown Road Suite 211
Baltimore, Maryland 21215

Attention: Finance Unit

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

SECTION 3 - TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

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

3.2 FORMAT

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

3.2.1 THE TECHNICAL PORTION OF THE TO PROPOSAL SHALL INCLUDE:

A) Proposed Services

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

B) Proposed Personnel

- 1) Identify and provide resumes for all proposed personnel by labor category.
- 2) Certification that all proposed personnel meet the minimum required qualifications and possess the required certifications in Section 2.9.
- 3) Complete and provide at the interview, Attachment 5 – Labor Classification Personnel Resume Summary.
- 4) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TO Agreement.

C) MBE Participation

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

D) Subcontractors

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

E) Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide three examples of work assignments that the proposed personnel have completed that were similar in scope to the one defined in this TORFP. Each of the three examples, to be provided at the interview, must include a reference complete with the following:
 - a) Name of organization.
 - b) Name, title, and telephone number of point-of-contact for the reference.
 - c) Type and duration of contract(s) supporting the reference.

- d) The services provided, scope of the contract and performance objectives satisfied as they relate to the scope of this TORFP.
 - e) Whether the proposed personnel are still providing these services and, if not, an explanation of why services are no longer provided to the client organization.
- 2) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any government entity of the State of Maryland. For each identified contract, the Master Contractor shall provide:
- a) The State contracting entity,
 - b) A brief description of the services/goods provided,
 - c) The dollar value of the contract,
 - d) The term of the contract,
 - e) Whether the contract was terminated prior to the specified original contract termination date,
 - f) Whether any available renewal option was not exercised,
 - g) The State employee contact person (name, title, telephone number and e-mail address).

This information will be considered as part of the experience and past performance evaluation criteria in the TORFP.

F) State Assistance

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

G) Confidentiality

- 1) A Master Contractor should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. Contractors are advised that, upon request for this information from a third party, the TO Procurement Officer will be required to make an independent determination regarding whether the information may be disclosed.

3.2.2 THE FINANCIAL RESPONSE OF THE TO PROPOSAL SHALL INCLUDE:

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

SECTION 4 - PROCEDURE FOR AWARDING A TO AGREEMENT

4.1 EVALUATION CRITERIA

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

4.2 TECHNICAL CRITERIA

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

- The Master Contractor's proposed solution and understanding of the TORFP Scope of Work based on the required response.
- Personnel experience required.

4.3 SELECTION PROCEDURES

- 4.3.1 TO Proposals will be assessed throughout the evaluation process for compliance with the minimum personnel qualifications in Section 2.9 and quality of responses to Section 3.2.1 of the TORFP. Master Contractor proposals that fail to meet the minimum qualifications will be deemed not reasonably susceptible for award, i.e., disqualified and their proposals eliminated from further consideration.
- 4.3.2 TO Proposals deemed technically qualified will have their financial proposal considered. All others will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.
- 4.3.3 The State will conduct interviews of all personnel proposed in each TO Proposal that meets minimum qualifications.
- 4.3.4 Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.
- 4.3.5 The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, technical merit has greater weight than price.

4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

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

ATTACHMENT 1 - PRICE PROPOSAL

PRICE PROPOSAL FOR CATS II TORFP # Q00B9200390

Total Price for Year One (1) \$ _____

Total Price for Year Two (2) \$ _____

Total Price for Year Three (3) \$ _____

Total Price for Year One, Two and Three \$ _____

Company

Name: _____

Address: _____

City: _____

FED ID# _____

E-MD ID # _____

Phone: _____

E-Mail: _____

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING REQUIREMENTS

CATS II TORFP # Q00B9200390

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

1. As the TO Contractor, you have entered into a TO Agreement with the State of Maryland. As such, your company/firm is responsible for successful completion of all deliverables under the contract, including your commitment to making a good faith effort to meet the MBE participation goal(s) established for TORFP. Part of that effort, as outlined in the TORFP, includes submission of monthly reports to the State regarding the previous month's MBE payment activity. Reporting forms D-5 (TO Contractor Paid/Unpaid MBE Invoice Report) and D-6 (Subcontractor Paid/Unpaid MBE Invoice Report) are attached for your use and convenience.
2. The TO Contractor must complete a separate Form D-5 for each MBE subcontractor for each month of the contract and submit one copy to each of the locations indicated at the bottom of the form. The report is due no later than the 15th of the month following the month that is being reported. For example, the report for January's activity is due no later than the 15th of February. With the approval of the TO Manager, the report may be submitted electronically. Note: Reports are required to be submitted each month, regardless of whether there was any MBE payment activity for the reporting month.
3. The TO Contractor is responsible for ensuring that each subcontractor receives a copy (e-copy of and/or hard copy) of Form D-6. The TO Contractor should make sure that the subcontractor receives all the information necessary to complete the form properly, i.e., all of the information located in the upper right corner of the form. It may be wise to customize Form D-6 (upper right corner of the form) for the subcontractor the same as the Form D-5 was customized by the TO Manager for the benefit of the TO Contractor. This will help to minimize any confusion for those who receive and review the reports.
4. It is the responsibility of the TO Contractor to make sure that all subcontractors submit reports no later than the 15th of each month, regardless of whether there was any MBE payment activity for the reporting month. Actual payment data is verified and entered into the State's financial management tracking system from the subcontractor's D-6 report only. Therefore, if the subcontractor(s) do not submit their D-6 payment reports, the TO Contractor cannot and will not be given credit for subcontractor payments, regardless of the TO Contractor's proper submission of Form D-5. The TO Manager will contact the TO Contractor if reports are not received each month from either the prime contractor or any of the identified subcontractors. The TO Contractor must promptly notify the TO Manager if, during the course of the contract, a new MBE subcontractor is utilized. Failure to comply with the MBE contract provisions and reporting requirements may result in sanctions, as provided by COMAR 21.11.03.13.

ATTACHMENT 3 - TASK ORDER AGREEMENT

CATS II TORFP # Q00B9200390 OF MASTER CONTRACT # 060B9800035

This Task Order Agreement (“TO Agreement”) is made this day of Month, 200X by and between MASTER CONTRACTOR and the STATE OF MARYLAND, TO DPSCS/ITCD.

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
 - a. “Agency” means the TO DPSCS/ITCD, as identified in the CATS II TORFP # Q00B9200390.
 - b. “CATS II TORFP” means the Task Order Request for Proposals # Q00B9200390, dated MONTH DAY, YEAR, including any addenda.
 - c. “Master Contract” means the CATS II Master Contract between the Maryland Department of Information Technology and MASTER CONTRACTOR dated xxx 2009.
 - d. “TO Procurement Officer” means Martha Sullivan or her successor or alternate as designated under Maryland law. 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 DPSCS/ITCD and MASTER CONTRACTOR.
 - f. “TO Contractor” means the CATS II Master Contractor awarded this TO Agreement, whose principal business address is _____ and whose principal office in Maryland is _____.
 - g. “TO Manager” means Randy Reynolds of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
 - h. “TO Proposal - Technical” means the TO Contractor’s technical response to the CATS II TORFP dated date of TO Proposal – Technical.
 - i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS II TORFP dated date of TO Proposal - FINANCIAL.
 - j. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.
2. Scope of Work
 - 2.1. This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or 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 Manager. The term of this TO Agreement is for a period of one year, commencing on the date of Notice to Proceed and terminating on **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 **\$total amount of task order**. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.

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

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

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

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

TO CONTRACTOR NAME

By: Type or Print TO Contractor POC

Date

Witness: _____

STATE OF MARYLAND, **TO Requesting Agency**

By: Martha Sullivan, 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 TECHNICAL RESPONSE

ATTACHMENT 5 - Labor Classification Personnel Resume Summary

INSTRUCTIONS:

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

For example: If you propose John Smith who is your subcontractor and you believe he meets the requirements of the Group Facilitator, you will complete the top section of the form by entering John Smith's name and the subcontractor's company name. You will then complete the right side of the Group Facilitator form documenting how the individual meets each of the requirements. Where there is a time requirement such as 3 months experience, you must provide the dates from and to showing an amount of time that equals or exceeds mandatory time requirement.

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

**ATTACHMENT 5
LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY
(CONTINUED)**

Proposed Individual's Name/Company:	How does the proposed individual meet each requirement?
LABOR CLASSIFICATION TITLE – (INSERT LABOR CATEGORY NAME)	
Education: (Insert the education description from the CATS II RFP from section 2.12 for the applicable labor category.)	
Experience: (Insert the experience description from the CATS II RFP from section 2.12 for the applicable labor category.)	
Duties: (Insert the duties description from the CATS II RFP from section 2.12 for the applicable labor category.)	

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

Contractor's Contract Administrator:

Signature

Date

Proposed Individual:

Signature

Date

SUBMIT WITH TO RESPONSE
SIGNATURE REQUIRED AT THE TIME OF THE INTERVIEW

ATTACHMENT 6 – DIRECTIONS

TO THE PRE-TO PROPOSAL CONFERENCE ATTACHMENT 6 – DIRECTIONS TO PRE-PROPOSAL CONFERENCE

Department of Public Safety and Correctional Services
Information Technology and Communications Division
6776 Reisterstown Road, Room 200
Baltimore, MD 21215

9:00 A.M., December 3, 2009

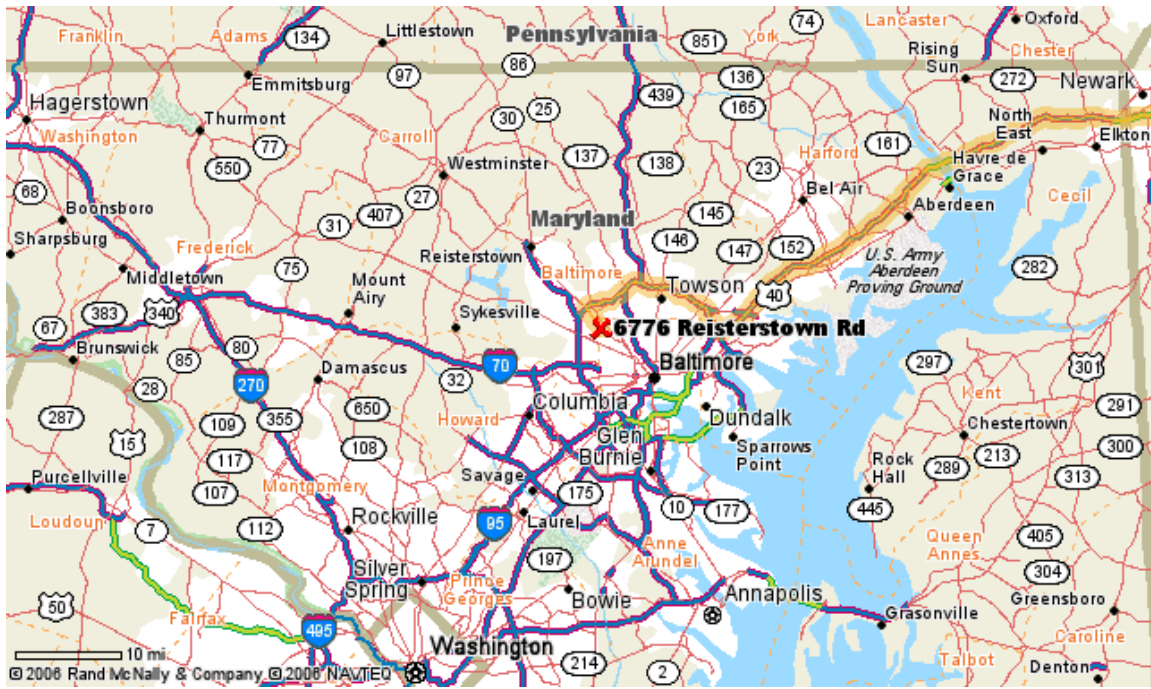
From points North of Baltimore: Take I-95 S to Take I-695 W (Towson) exit on right. Take Exit 20 (MD-140, Reisterstown Rd, Pikesville, Garrison) on right. Take MD-140 S (Pikesville) ramp on left. Continue onto MD-140 E (Reisterstown Rd) for 2.3 miles. Make a left at Brookhill Road (light after Exxon Gas Station. Make a right into the Plaza. Make the first left to enter through the South Tower. Continue around to the rear of the Plaza to enter through the North Tower.

From points South Baltimore: MD-295 N or I-95 N towards Baltimore. Take I-695 N (Towson) exit on right. Take Exit 18A (MD-26 E, Liberty Rd, Lochearn) on right. Bear right onto MD-26 E (Liberty Rd). Travel 1.2 miles. Turn left onto Patterson Avenue. After your cross Wabash and the railroad tracks, the Plaza will be on your left. Make a left at the light to enter the rear of the Plaza. Proceed to the end of the strip. The North Tower entrance is just pass the Social Security Administration.

From points East of Baltimore: Take US-50 W (I-97 N, Washington, Baltimore) ramp on right. Take Exit 21 (I-97 N, Baltimore) on right. Take Exit 17A (I-695 W, Baltimore, Towson) on right. Take Exit 18A (MD-26 E, Liberty Rd, Lochearn) on right. Bear right onto MD-26 E (Liberty Rd). Travel 1.2 miles. Turn left onto Patterson Avenue. After your cross Wabash and the railroad tracks, the Plaza will be on your left. Make a left at the light to enter the rear of the Plaza. Proceed to the end of the strip. The North Tower entrance is just pass the Social Security Administration.

From points West of Baltimore: Take I-70 East to Exit 91B-A (I-695, I-95 N, I-95 S, New York, Towson, Baltimore, Glen Burnie) on right. Take I-695 N (Baltimore Beltway Inner Lp) ramp. Take Exit 18A (MD-26 E, Liberty Rd, Lochearn) on right. Bear right onto MD-26 E (Liberty Rd). Travel 1.2 miles. Turn left onto Patterson Avenue. After your cross Wabash and the railroad tracks, the Plaza will be on your left. Make a left at the light to enter the rear of the Plaza. Proceed to the end of the strip. The North Tower entrance is just pass the Social Security Administration.

PARKING: The Department of Public Safety and Correctional Services is located at the Reisterstown Road Plaza. Ample parking is available. There are two (2) entrances to the Reisterstown Plaza Office Center (RPOC). (You cannot enter through the Mall/Plaza.) If you park near the South Tower, take the elevator to the second floor. Room 200 is halfway down the hall on your left. If you park near the North Tower (CJIS Storefront), go down the hall, pass the CJIS Storefront to the elevators. Take the elevator to the second floor, walk to the hall, turn right, make a left by the vending machines. Room 200 is halfway down the hall on your right.



ATTACHMENT 7 - NON-DISCLOSURE AGREEMENT (OFFEROR)

This Non- Disclosure Agreement (the "Agreement") is made this ___ day of _____ 200_, by and between _____ (hereinafter referred to as "the OFFEROR ") and the State of Maryland (hereinafter referred to as " the State").

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS II TORFP #Q00B9200390 for Mainframe Equipment Maintenance. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to _____. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described in Section 1.8 of the TORFP, OFFEROR agrees as follows:

1. OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received under Section 1.8, except in connection with the preparation of its TO Proposal.
2. Each employee or agent of the OFFEROR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the OFFEROR shall provide originals of such executed Agreements to the State. Each employee or agent of the OFFEROR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the OFFEROR.
3. OFFEROR shall return the Confidential Information to the State within five business days of the State's Notice of recommended award. If the OFFEROR does not submit a Proposal, the OFFEROR shall return the Confidential Information to TO Martha Sullivan, TO DPSCS/ITCD on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR'S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.
8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

OFFEROR: _____

BY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

ATTACHMENT 8 - NON-DISCLOSURE AGREEMENT (TO Contractor)

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made as of this ___ day of _____, 200__, by and between the State of Maryland (“the State”), acting by and through its TO, DPSCS/ITCD, 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 Mainframe Equipment Maintenance TORFP No. Q00B9200390 dated **release date for TORFP**, (the “TORFP”) issued under the Consulting and Technical Services II procurement issued by the Department, Project Number 060B9800035; and

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

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

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

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

Contractor/Contractor's Personnel:

DPSCS/ITCD:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

ATTACHMENT 9 – TO CONTRACTOR SELF-REPORTING CHECKLIST

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

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

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

Yes No (If no, explain why) _____

Section 4 – MBE Participation

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

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

Yes No (If no, explain why) _____

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

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

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

Yes No (If no, explain why) _____

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

Yes No

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

Section 5 – TO Change Management

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

Yes No (If no, explain why) _____

B) Does the change management procedure include the following?

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

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

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

C) Have any change orders been executed?

Yes No

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

D) Is the change management procedure being followed?

Yes No (If no, explain why) _____

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

**Solicitation Language for Competitive Sealed Proposals:
Living Wage Requirements**

A solicitation for services under a State contract valued at \$100,000 or more may be subject to Title 18, State Finance and Procurement (SFP) Article, Annotated Code of Maryland. Additional information regarding the State's Living Wage requirement is contained in this solicitation (see Attachment ____ entitled Living Wage Requirements for Service Contracts). If the Offeror fails to submit and complete the Affidavit of Agreement, the State may determine an Offeror to be not responsible.

Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least \$11.30 per hour, if State contract services valued at 50% or more of the total value of the contract are performed in the Tier 1 Area. If State contract services valued at 50% or more of the total contract value are performed in the Tier 2 Area, an Offeror shall pay each covered employee at least \$8.50 per hour. The specific Living Wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. The Tier 1 Area includes Montgomery, Prince George's, Howard, Anne Arundel, and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. In the event that the employees who perform the services are not located in the State, the head of the unit responsible for a State contract pursuant to §18-102 (d) shall assign the tier based upon where the recipients of the services are located.

Note: If it is possible to determine with certainty which Tier applies, then use the following language:
The contract resulting from this solicitation has been deemed to be a Tier _____ contract. [Note agency determines where the majority of the services are to be performed and makes a Tier 1 or Tier 2 determination on that basis.]

Note: If it is not possible to determine with certainty which Tier applies, then use the following language:

The contract resulting from this solicitation will be deemed to be a Tier 1 contract or a Tier 2 contract depending on the location(s) from which the contractor provides 50% or more of the services. If the contractor provides 50% or more of the services from a location(s) in a Tier 1 jurisdiction(s) the contract will be a Tier 1 contract. If the contractor provides 50% or more of the services from a location(s) in a Tier 2 jurisdiction(s), the contract will be a Tier 2 contract. If the contractor provides more than 50% of the services from an out-of-State location, then the contract will be deemed to be a Tier ____ contract. *[Note: agency determines where the majority of the service recipients are located and makes a Tier 1 or Tier 2 determination on that basis.]* The Offeror must identify in their Offer the location(s) from which services will be provided.

Solicitation Language for Competitive Sealed Bidding:

Living Wage Requirements

A solicitation for services under a State contract valued at \$100,000 or more may be subject to Title 18, State Finance and Procurement (SFP) Article, Annotated Code of Maryland. Additional information regarding the State's wage requirement is contained in this solicitation (see Attachment _____ entitled Living Wage Requirements for Service Contracts). If the Bidder fails to submit and complete the required documentation under State law, the State may determine a Bidder to be not responsible.

Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least \$11.30 per hour, if State contract services valued at 50% or more of the total value of the contract are performed in the Tier 1 Area. If State contract services valued at 50% or more of the total value are performed in the Tier 2 Area, a Bidder shall pay each covered employee at least \$8.50 per hour. The specific Living Wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. The Tier 1 Area includes Montgomery, Prince George's, Howard, Anne Arundel, and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. In the event that the employees who perform the services are not located in the State, the head of the unit responsible for a State contract pursuant to §18-102 (d) shall assign the tier based upon where the recipients of the services are located.

Note: If it is possible to determine with certainty which Tier applies, then use the following language:

The contract resulting from this solicitation has been deemed to be a Tier _____ contract.

[Note agency determines where the majority of the services are to be performed and makes a Tier 1 or Tier 2 determination on that basis.]

Note: If it is not possible to determine with certainty which Tier applies, then use the following language:

The contract resulting from this solicitation will be deemed to be a Tier 1 contract or a Tier 2 contract depending on the location(s) from which the contractor provides 50% or more of the services. If the contractor provides 50% or more of the services from a location(s) in a Tier 1 jurisdiction(s) the contract will be a Tier 1 contract. If the contractor provides 50% or more of the services from a location(s) in a Tier 2 jurisdiction(s), the contract will be a Tier 2 contract. If the contractor provides more than 50% of the services from an out-of-State location, then the contract will be deemed to be a Tier _____ contract. [Note: agency determines where the majority of the service recipients are located and makes a Tier 1 or Tier 2 determination on that basis.] The Bidder must identify in their Bid the location from which services will be provided.

ATTACHMENT _____

Living Wage Requirements for Service Contracts

- A. This contract is subject to the Living Wage requirements under Title 18, State Finance and Procurement Article, Annotated Code of Maryland and the regulations proposed by the Commissioner of Labor and Industry. The Living Wage generally applies to a Contractor or Subcontractor who performs work on a State contract for services that is valued at \$100,000 or more. An employee is subject to the Living Wage if he/she is at least 18 years old or will turn 18 during the duration of the contract; works at least 13 consecutive weeks on the State Contract and spends at least one-half of the employee's time during any work week on the State Contract. The Living Wage Law does not apply to an employee who works less than thirteen consecutive weeks and full-time on a contract subject to the Living Wage.
- B. The Living Wage Law does not apply to:
- (1) A Contractor who:
 - (A) has a State contract for services valued at less than \$100,000, or
 - (B) employs 10 or fewer employees and has a State contract for services valued at less than \$500,000.
 - (2) A Subcontractor who:
 - (A) performs work on a State contract for services valued at less than \$100,000,
 - (B) employs 10 or fewer employees and performs work on a State contract for services valued at less than \$500,000, or
 - (C) performs work for a contractor not covered by the Living Wage Law as defined in B(1)(B) above, or B (3) or C below.
 - (3) Contracts involving services needed for the following:
 - (A) Services with a Public Service Company;
 - (B) Services with a nonprofit organization;
 - (C) Services with an officer or other entity that is in the Executive Branch of the State government and is authorized by law to enter into a procurement ("Unit"); or
 - (D) Services between a Unit and a County or Baltimore City.

- C. If the Unit responsible for the State contract determines that application of the Living Wage would conflict with any applicable Federal program, the Living Wage does not apply to the contract or program.
- D. A Contractor must not split or subdivide a contract, pay an employee through a third party, or treat an employee as an independent contractor or assign work to employees to avoid the imposition of any of the requirements of Title 18, State Finance and Procurement, Annotated Code of Maryland.
- E. Each Contractor/Subcontractor, subject to the Living Wage Law, shall post in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.
- F. The Commissioner of Labor and Industry shall adjust the wage rates by the annual average increase or decrease, if any, in the Consumer Price Index for all urban consumers for the Washington/Baltimore metropolitan area, or any successor index, for the previous calendar year, not later than 90 days after the start of each fiscal year. The Commissioner shall publish any adjustments to the wage rates on the Division of Labor and Industry's Website. An employer subject to the Living Wage Law must comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.
- G. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of the health insurance premium, as provided in §18-103(c), State Finance and Procurement Article, Annotated Code of Maryland, shall not lower an employee's wage rate below the minimum wage as set in §3-413, Labor and Employment Article, Annotated Code of Maryland. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of health insurance premium shall comply with any record reporting requirements established by the Commissioner of Labor and Industry.
- H. A Contractor/Subcontractor may reduce the wage rates paid under §18-103(a), State Finance and Procurement, Annotated Code of Maryland, by no more than 50 cents of the hourly cost of the employer's contribution to an employee's deferred compensation plan. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's contribution to an employee's deferred compensation plan shall not lower the employee's wage rate below the minimum wage as set in §3-413, Labor and Employment Article, Annotated Code of Maryland.
- I. Under Title 18, State and Finance Procurement Article, Annotated Code of Maryland, if the Commissioner determines that the Contractor/Subcontractor violated a provision of this title or regulations of the Commissioner, the Contractor/Subcontractor shall pay restitution to each affected employee, and the State may assess liquidated damages of \$20 per day for each employee paid less than the Living Wage.

Affidavit of Agreement
Maryland Living Wage Requirements-Service Contracts

Re: Solicitation No. _____

Offer/Bid submitted by (name of firm) _____

Address _____

City _____ State _____ Zip Code _____

The Undersigned, being an authorized representative of the above stated Bidder/Offeror, hereby affirms our commitment to comply with Title 18, State Finance and Procurement Article, Annotated Code of Maryland and to submit all payroll reports to the Commissioner of Labor and Industry with regard to the above stated contract.

Unless determined to be exempt, the Bidder/Offeror agrees to pay its employees who are subject to living wage at least the living wage rate in effect at the time service is provided for hours spent on State contract activities, and to ensure that its Subcontractors who are not determined to be exempt also pay the required living wage rate to their employees who are subject to the living wage for hours spent on State contract activities. The Bidder/Offeror agrees to comply with, and ensure its Subcontractors comply with, the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate established by the Commissioner of Labor and Industry, automatically upon the effective date of the revised wage rate.

Name of Authorized Representative: _____

Signature of Authorized Representative

Date

Title

Witness Name (Typed or Printed)

Witness Signature