

# Consulting and Technical Services+ (CATS+) Task Order Request for Proposals (TORFP)

## GIS SUPPORT AND SERVICES

CATS+ TORFP # 060B7400074



Department of Information Technology (DoIT)

Issue Date: April 7, 2017

## KEY INFORMATION SUMMARY SHEET

This CATS+ TORFP is issued to obtain the services necessary to satisfy the requirements defined in Section 3 - Scope of Work. All CATS+ Master Contractors approved to perform work in the Functional Area under which this TORFP is released shall respond to this TORFP with either a Task Order (TO) Proposal to this TORFP or a Master Contractor Feedback form (See Section 4).

Solicitation Title:	GIS Support and Services
Solicitation Number (TORFP #):	060B7400074
Functional Area:	Functional Area 4 - Geographical Information Systems
Issue Date:	04/07/2017
Questions Due Date and Time:	04/24/2017 at 2:00 PM Local Time
Closing Date and Time:	05/08/2017 at 2:00pm PM Local Time
TO Requesting Agency:	DoIT Geographic Information Office (GIO Office)
Send Proposals to:	<a href="mailto:Larif.Hamm@Maryland.gov">Larif Hamm</a> <a href="mailto:Larif.Hamm@Maryland.gov">Larif.Hamm@Maryland.gov</a> <b>E-mail submission strongly preferred.</b>
Send Questions to (e-mail only)	Larif.Hamm@Maryland.gov
TO Procurement Officer:	Larif Hamm Office Phone Number: 410-697-9674
TO Manager:	Julia Fischer Phone: 410-697-9430 e-mail: <a href="mailto:Julia.Fischer@Maryland.gov">Julia.Fischer@Maryland.gov</a>
TO Type:	Time and materials
Period of Performance:	One (1) year base period and two (2) one-year options
MBE Goal:	0%
VSBE Goal:	0%
Small Business Reserve (SBR):	No
Primary Place of Performance:	100 Community Place Crownsville, MD 21032
TO Pre-proposal Conference:	04/17/2017 @ 2:00 P.M. Local Time 100 Community Place, Room B Crownsville, MD 21032 See Attachment E for directions.

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## SECTION 1 - ADMINISTRATIVE INFORMATION

### 1.1 TORFP SUBJECT TO CATS+ MASTER CONTRACT

In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS+ RFP issued by the Maryland Department of Information Technology (DoIT) and subsequent Master Contract Project Number 060B2490023, including any amendments.

All times specified in this document are local time, defined as Eastern Standard Time or Eastern Daylight Time, whichever is in effect.

### 1.2 ROLES AND RESPONSIBILITIES

Personnel roles and responsibilities under the TO:

- A. **TO Procurement Officer** – 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.
- B. **TO Manager** - The TO Manager has the primary responsibility for the management of the work performed under the TO Agreement, administrative functions, including issuing written directions, and for ensuring compliance with the terms and conditions of the CATS+ Master Contract. The TO Manager may designate one or more persons to act as his representative in connection with the foregoing activities.

The TO Manager will assign tasks to the personnel provided under this TORFP and will track and monitor the work being performed through the monthly accounting of hours deliverable for work types; actual work produced will be reconciled with the hours reported.

- C. **TO Contractor** – The TO Contractor is the CATS+ Master Contractor awarded this TO. The TO Contractor shall provide human resources as necessary to perform the services described in this TORFP Scope of Work.
- D. **TO Contractor Manager** – The TO Contractor Manager will serve as primary point of contact with the TO Manager to regularly discuss progress of tasks, upcoming tasking, historical performance, and resolution of any issues that may arise pertaining to the TO Contractor Personnel. The TO Contractor Manager will serve as liaison between the TO Manager and the senior TO Contractor management.
- E. **TO Contractor Personnel** – TO Contractor employees and agents and employees and agents of Subcontractors performing work at the direction of the TO Contractor.
- F. **Key Personnel** – TO Contractor Personnel whose departure during the performance period, will, in the State’s opinion, have a substantial negative impact on TO performance. Key personnel proposed as part of the TO Proposal shall start as of issuance of a NTP (Notice-To-Proceed) unless specified otherwise in this TORFP or the Offeror’s TO Technical Proposal. Key Personnel may be identified after TO award.

### 1.3 TO AGREEMENT

Based upon an evaluation of TO Proposal responses, a Master Contractor will be selected to conduct the work defined in Section 3 - 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 TO Financial Proposal.

### 1.4 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the date and exact time stated in the Key Information Summary Sheet above. The date and time of an e-mail TORFP submission is determined by the date and time of arrival of all required files in the TO Procurement Officer's e-mail inbox. In the case of a paper TO Proposal submission, Offerors shall take such steps necessary to ensure the delivery of the paper submission by the date and time specified in the Key Information Summary Sheet and as further described in Section 4.

Requests for extension of this date or time will not be granted. Except as provided in COMAR 21.05.03.02F, Proposals received by the Procurement Officer after the due date will not be considered.

### 1.5 ORAL PRESENTATIONS/INTERVIEWS

All Offerors and proposed TO Contractor Personnel will be required to make an oral presentation to State representatives in the form of oral presentation with interviews. 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 TO is awarded to the Master Contractor. The TO Procurement Officer will notify Master Contractor of the time and place of oral presentations.

### 1.6 QUESTIONS

All questions must be submitted via e-mail to the TO Procurement Officer no later than the date and time indicated in the Key Information Summary Sheet. Answers applicable to all Master Contractors will be distributed to all Master Contractors who are known to have received a copy of the TORFP.

### 1.7 **The statements and interpretations contained in responses to any questions, whether responded to orally or in writing, are not binding on the Department unless the TORFP is expressly amended. Nothing in any response to any questions is to be construed as agreement to or acceptance by the Department of any statement or interpretation on the part of the entity asking the question.** TO PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held at the time, date and location indicated on the Key Information Summary Sheet. Attendance at the pre-proposal conference is not mandatory, but all Offerors are encouraged to attend in order to facilitate better preparation of their proposals.

Seating at pre-proposal conference will be limited to two (2) attendees per company. Attendees should bring a copy of the TORFP and a business card to help facilitate the sign-in process.

The pre-proposal conference will be summarized in writing. As promptly as is feasible subsequent to the pre-proposal conference, the attendance record and pre-proposal summary will be distributed via email to all Master Contractors known to have received a copy of this TORFP.

In order to assure adequate seating and other accommodations at the pre-proposal conference please email the Procurement Officer indicating your planned attendance no later than three (3) business days

prior to the pre-proposal conference. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, please contact the Procurement Officer no later than five (5) business days prior to the pre-proposal conference. DoIT will make reasonable efforts to provide such special accommodation.

### **1.8 CONFLICT OF INTEREST**

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

Master Contractors should be aware that the State Ethics Law, Md. Code Ann., General Provisions Article, Title 5, might limit the selected Master Contractor's ability to participate in future related procurements, depending upon specific circumstances.

By submitting a Conflict of Interest Affidavit and Disclosure, the Offeror shall be construed as certifying all personnel and subcontractors are also without conflicts of interest as defined in COMAR 21.05.08.08A.

### **1.9 LIMITATION OF LIABILITY**

The TO Contractor's liability is limited in accordance with Section 27 of the CATS+ Master Contract. TO Contractor's liability under Section 27(c) of the CATS+ Master Contract for this TORFP is limited to two (2) times the total TO Agreement amount.

### **1.10 CHANGE ORDERS**

If the TO Contractor is required to perform work beyond the scope of Section 3 of this TORFP as determined by the Procurement Officer, or there is a work reduction due to unforeseen scope changes, a TO Change Order is required. The TO Contractor and TO Manager shall negotiate a mutually acceptable price modification based on the TO Contractor's proposed rates in the Master Contract and scope of the work change. No scope of work changes shall be performed until a change order is approved by DoIT and executed by the TO Procurement Officer.

### **1.11 TRAVEL REIMBURSEMENT**

There shall be no reimbursement for Routine Travel. Contractor shall not be reimbursed for Non-routine Travel without prior approval from the Contract Manager.

Routine Travel is defined as travel within a 50-mile radius of the TO Requesting Agency's base location, as identified in the RFP, or the Contractor's facility, whichever is closer to the consulting site. There will be no payment for labor hours for travel time or reimbursement for any travel expenses for work performed within these radiuses or at the Contractor's facility.

Non-routine travel is defined as travel beyond the 50-mile radius of TO Requesting Agency's base location, as identified in the RFP, or the Contractor's facility, whichever is closer to the consulting site. Non-routine travel will be reimbursed according to the State's travel regulations, and reimbursement



rates, which can be found at: <http://dbm.maryland.gov/> - search: Fleet Management. If non-routine travel is conducted by automobile, the first 50 miles of such travel will be treated as routine travel, and as described above, and will not be reimbursed. The Contractor may bill for labor hours expended in non-routine traveling beyond the identified 50-mile radius, only if so specified in the RFP or work order.

#### **1.12 MINORITY BUSINESS ENTERPRISE (MBE)**

This TORFP has MBE goals and sub-goals as stated in the Key Information Summary Sheet above.

#### **1.13 VETERAN OWNED SMALL BUSINESS ENTERPRISE (VSBE)**

This TORFP has a VSBE goal as stated in the Key Information Summary Sheet above, representing the percentage of total fees paid for services under this Task Order.

#### **1.14 NON-DISCLOSURE AGREEMENT**

##### **1.14.1 NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)**

Certain system documentation may be required by the TO in order to fulfill the requirements of the TO Agreement. The TO Contractor, and TO Contractor Personnel who review such documents will be required to sign a Non-Disclosure Agreement (TO Contractor) in the form of Attachment 10.

#### **1.15 LIVING WAGE**

The Master Contractor shall abide by 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.

All TO Proposals shall be accompanied by a completed Living Wage Affidavit of Agreement, Attachment 12 of this TORFP.

#### **1.16 IRANIAN NON-INVESTMENT**

All TO Proposals shall be accompanied by a completed Certification Regarding Investments in Iran, Attachment 15 of this TORFP.

#### **1.17 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES**

DoIT is responsible for contract management oversight on the CATS+ Master Contract. As part of that oversight, DoIT has implemented a process for self-reporting contract management activities of TOs under CATS+. This process typically applies to active TOs for operations and maintenance services valued at \$1 million or greater, but all CATS+ TOs are subject to review.

Attachment 11 is a sample of the TO Contractor Self-Reporting Checklist. DoIT may send initial checklists out to applicable/selected 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 form. Subsequently, at six month intervals from the due date on the initial checklist, the TO Contractor shall self-initiate an updated checklist and send to DoIT.

#### **1.18 MERCURY AND PRODUCTS THAT CONTAIN MERCURY**

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.



**1.19 PURCHASING AND RECYCLING ELECTRONIC PRODUCTS**

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

**1.20 DEFINITIONS**

Access	An ability or means to read, write, modify, or communicate data/information or otherwise use any information system resource.
Business Day	Monday through Friday (excluding State holidays)
Data Breach	The unauthorized acquisition, use, modification or disclosure of Sensitive Data.
Geographic Information Systems (GIS)	A system designed to capture, store, manipulate, analyze, manage, and present all types of spatial and geographical data.
Handle	Collect, store, transmit, have access to data.
Information System	A discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.
Information Technology (IT)	All electronic information-processing hardware and software, including: (a) maintenance; (b) telecommunications; and (c) associated consulting services.
Local Time	Time in the Eastern Time zone as observed by the State of Maryland. Unless otherwise specified, all stated times shall be Local Time, even if not expressly designated as such.
Normal State Business Hours	Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except State Holidays, which can be found at: <a href="http://www.dbm.maryland.gov">www.dbm.maryland.gov</a> – keyword: State Holidays.
Notice to Proceed (NTP)	A written notice from the TO Procurement Officer that work on the Task Order, project or Work Order shall begin on a specified date. Additional NTPs may be issued by either the TO Procurement Officer or the TO Manager regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.
NTP Date	The date specified in an NTP for work on the Task Order, project or Work Order to begin.
Offeror	A Master Contractor that submits a proposal in response to this TORFP.
Security Incident	A violation or imminent threat of violation of computer security policies, Security Measures, acceptable use policies, or standard security practices. “Imminent threat of violation” is a situation in which the organization has a factual basis for believing that a specific incident is about to occur.

Security or Security Measures	The technology, policy and procedures that a) protect and b) control access to networks, systems, and data.
State	The State of Maryland
Subcontractor	An agent, service provider, supplier, or vendor selected by the TO Contractor to provide services or products under the direction of the TO Contractor or other Subcontractors, and including any direct or indirect Subcontractors of a Subcontractor. Subcontractors are subject to the same terms and conditions as the TO Contractor.
Task Order (TO)	The scope of work described in this TORFP.
Task Order Agreement	The contract awarded to the successful Offeror pursuant to this Task Order Request for Proposals, the form of which is attached to this TORFP as Attachment 3.
TO Proposal	As appropriate, either or both an Offeror's Technical or Financial Proposal to this TORFP.
TO Request for Proposals (TORFP)	This Task Order Request for Proposal, including any amendments / addenda thereto.
Technical Safeguards	The technology and the policy and procedures for its use that protect Sensitive Data and control access to it.
Total Proposed Price	The Offeror's total proposed price for products/services proposed in response to this solicitation, included in the TO Price Sheet, and used in the financial evaluation of TO Proposals.
Veteran-owned Small Business Enterprise (VSBE)	A business that is verified by the Center for Verification and Evaluation (CVE) of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13 and <a href="http://www.vetbiz.gov">http://www.vetbiz.gov</a> .
Work Order	A subset of work authorized by the TO Manager performed under the general scope of this TORFP, which is defined in advance of fulfillment, and which may not require a change order. Except as otherwise provided, any reference to the TO shall be deemed to include reference to a Work Order.
Working Day(s)	Same as "Business Day."

### 1.21 TO AGREEMENT DURATION

In accordance with BPW Advisory 1995-1, in the event there are unspent funds remaining on the TO, prior to the TO Agreement expiration date the TO Procurement Officer may modify the TO term to extend the TO beyond its expiration date for a period up to, but not exceeding, one-third of the base term of the TO (e.g., eight-month extension on a two-year TO) for the performance of work within the

TO's scope of work. Notwithstanding anything to the contrary, no funds may be added to the TO in connection with any such extension.

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## SECTION 2 - COMPANY AND PERSONNEL QUALIFICATIONS

### 2.1 MINIMUM QUALIFICATIONS

#### 2.1.1 OFFEROR'S PERSONNEL MINIMUM QUALIFICATIONS

Master Contractors may only propose **one (1) Key Personnel**, a Geographic Information Systems Technician I. The Geographic Information Systems Technician I role will support data creation, manipulation, analysis, and accompanying documentation, also across all in-scope task areas. This individual may be assigned to projects that are in-progress as well as new projects. All other planned positions shall be described generally in the Staffing Plan, and may not be used as evidence of fulfilling company or personnel minimum qualifications.

Only those Master Contractors proposing Key Personnel that fully meet all minimum qualification criteria shall be eligible for TORFP proposal evaluation.

The Key Personnel proposed under this TORFP must meet all minimum qualifications for the labor category proposed, as identified in the CATS + Master Contract Section 2.10 plus the minimum qualifications listed below. Resumes shall clearly outline starting dates and ending dates for each applicable experience or skill.

#### 2.1.2 OFFEROR KEY PERSONNEL – GEOGRAPHIC INFORMATION SYSTEMS TECHNICIAN I – PREFERRED QUALIFICATIONS

An offeror that demonstrates in its proposal that its proposed Key Personnel has experience with the following may receive a more favorable technical evaluation under the Master Contractor overall experience and capability criteria:

- a) Two (2) years of experience utilizing the following platforms: Esri ArcGIS Desktop, and ArcGIS Online.
- b) Two (2) years of experience generating metadata consistent with FGDC standards.
- c) Two (2) years of experience creating cartographic products.
- d) Two (2) years of experience creating spatial databases from scratch or work with existing databases.
- e) Two (2) years of experience utilizing GIS analysis and model building.

#### 2.1.3 ADDITIONAL PERSONNEL AND QUALIFICATIONS

The following positions may be requested during the TO Agreement period of performance via the Work Order Process. DoIT expects the individuals furnished to have the following experience in addition to the minimum qualifications listed in the CATS+ Master Contract Section 2.10.

##### 1. GEOGRAPHIC INFORMATION SYSTEMS TECHNICIAN II

- a) Three (3) years of experience utilizing the following platforms: Esri ArcGIS Desktop, and ArcGIS Online.
- b) Three (3) years of experience generating metadata consistent with FGDC standards.

- c) Three (3) years of experience creating cartographic products.
- d) Three (3) years of experience creating spatial databases from scratch or work with existing databases.
- e) Three (3) years of experience utilizing GIS analysis and model building.

## **2. GEOGRAPHIC INFORMATION SYSTEMS ANALYST**

- a) Three (3) years of experience providing GIS Analyst support for projects already underway and for any new projects.
- b) Three (3) years of experience utilizing the following platforms: Esri ArcGIS Desktop, and ArcGIS Online.
- c) Three (3) years of experience creating spatial databases from scratch or work with existing databases.
- d) Three (3) years of experience utilizing GIS Analysis and model building.
- e) Three (3) years of experience generating metadata consistent with FGDC standards.
- f) One (1) year of experience publishing and maintaining services with Esri ArcGIS Server

## **3. DATABASE MANAGEMENT SPECIALIST - SENIOR**

- a) Five (5) years of experience identifying database requirements by interviewing customers; analyzing department applications, programming, and operations; evaluating existing systems and designing proposed systems.
- b) Five (5) years of experience recommending solutions by defining database physical structure and functional capabilities, database security, data back-up, and recovery specifications.
- c) Five (5) years of experience maintaining database performance by calculating optimum values for database parameters; implementing new releases; completing maintenance requirements; evaluating computer operating systems and hardware products.
- d) Five (5) years of experience with the enterprise relational database management system (RDBMS) SQL Server.
  - i. SQL Server 2012
  - ii. SQL Server 2014
- e) Three (3) years of experience with open source database technologies, such as PostgreSQL.

## **4. DATABASE MANAGEMENT SPECIALIST - JUNIOR**

- a) Two (2) years of experience identifying database requirements by interviewing customers; analyzing department applications, programming, and operations; evaluating existing systems and designing proposed systems.
- b) Two (2) years of experience recommending solutions by defining database physical structure and functional capabilities, database security, data back-up, and recovery specifications.
- c) Two (2) years of experience maintaining database performance by calculating optimum values for database parameters; implementing new releases; completing maintenance requirements; evaluating computer operating systems and hardware products.

- d) Two (2) years of experience with the enterprise relational database management system (RDBMS) SQL Server.
  - i. SQL Server 2012
  - ii. SQL Server 2014
- e) One (1) year of experience with open source database technologies, such as PostgreSQL.

## **5. PROGRAM MANAGER**

- a) Five (5) years of experience providing IT project management support for projects already underway and for any new projects.
- b) Five (5) years of experience managing on-going maintenance and enhancement efforts for existing applications.
- c) Five (5) years of experience providing business analysis and requirements gathering support.
- d) Five (5) years of experience generating documentation for any existing process that is not documented.
- e) Five (5) years of experience preparing documents for all new processes.
- f) Five (5) years of experience acting as liaison between end-users and technical staff.
- g) Five (5) years of experience managing a team of subject matter experts and technical experts of the project to ensure project completion.

## **6. PROJECT MANAGER**

- a) Three (3) years of experience providing IT project management support for projects already underway and for any new projects.
- b) Three (3) years of experience managing on-going maintenance and enhancement efforts for existing applications.
- c) Three (3) years of experience providing business analysis and requirements gathering support.
- d) Three (3) years of experience generating documentation for any existing process that is not documented.
- e) Three (3) years of experience preparing documents for all new processes.
- f) Three (3) years of experience acting as liaison between end-users and technical staff.
- g) Three (3) years of experience managing a team of subject matter experts and technical experts of the project to ensure project completion.

## **7. DATABASE MANAGER**

- a) Three (3) years of experience working with network and IT systems environment, including protocols (TCP/IP), equipment, services (DNS), etc.
- b) Three (3) years of experience working with Microsoft Windows Server Family, including (but not limited to)
  - i. Windows Server 2008
  - ii. Windows Server 2012
- c) Three (3) years of experience working with ArcGIS Server, including the installation, configuration and maintenance of ArcGIS Server.

- d) Three (3) years of experience working with monitoring server performance and utilizing the associated tools to do so.

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## SECTION 3 - SCOPE OF WORK

### 3.1 PURPOSE

DoIT is issuing this CATS+ TORFP to obtain GIS support and services for the Maryland Geographic Information Office (GIO) in accordance with the scope of work described in this Section 3. This may include, but is not limited to, data development, spatial analysis, development of map-enabled computer applications, geographic system integration, cartographic production, cloud-enabled solutions development, support, maintenance, and integration, open source GIS solutions development, support, maintenance, integration, and other services related to GIS projects.

As part of the evaluation of the proposal for this TO, Master Contractors shall propose exactly one (1) Key Personnel, and shall describe in a Staffing Plan how additional resources shall be acquired to meet the needs of the TO Requesting Agency, should additional personnel be requested during the TO Agreement period of performance. All other planned positions shall be described generally in the Staffing Plan, and may not be used as evidence of fulfilling company or personnel minimum qualifications.

DoIT expects the proposed Key Personnel to support the advancement of the Geographic Information Office (GIO) Team mission, as described in Section 3.2, including tasks that contribute to the initiatives of the GIO Team and the State's needs in the areas of geospatial data as described in Section 3.2.

The TO Contractor shall furnish the one (1) Key Personnel resource as of the date furnished in a Notice to Proceed. Additional resources and/or services beyond the initial Key Personnel will be requested through a Work Order process (See Section 3.9).

DoIT intends to award this Task Order to one (1) Master Contractor that proposes resources and a Staffing Plan that can best satisfy the TO requirements.

### 3.2 REQUESTING AGENCY BACKGROUND

The mission of the DoIT GIO is: 1) To improve the quality and lower the cost of State government services, by managing State data as an enterprise resource; 2) To help State agencies present information in compelling ways that enhance the understanding and utility of the data, and; 3) To facilitate the sharing of the data freely and publicly to the fullest extent possible in consideration of privacy and security.

The GIO team focuses primarily on two (2) types of structured data: geospatial and alphanumeric (non-spatial). Typically, the GIO team manages and presents data using COTS platforms, occasionally customizing those platforms to meet the State's requirements. The primary geospatial platform is Esri (<http://www.esri.com/>). The successful responder will assist DoIT with development, management, and presentation of data using these platforms.

### 3.3 PROJECT BACKGROUND

#### 3.3.1 MD iMAP (<http://imap.maryland.gov>)

MD iMAP is Maryland's enterprise GIS infrastructure, managed by DoIT, providing geospatial web, cloud, and desktop solutions to assist the public and government with production, storage, analysis, management, and presentation of

physical features linked to a location. MD iMAP acts as a central repository that offers authoritative data, along with tools and applications that suit the technical abilities of a range of users. MD iMAP offers open data solutions that can be integrated into many additional products by end users. MD iMAP lends accountability to programs with shared, accessible data, and interoperable mapping tools. MD iMAP also serves as an infrastructure for building specialized applications, and services to help agencies develop solutions related to the environment, public health, emergency response, business development, planning, education, and transportation, and streamline business processes that use geospatial information.

### **3.3.2 GIS Support and Services Functions**

Under this task order, the TO Contractor's personnel shall perform GIS support and service functions as required by a work order issued under Section 3.9. The scope of work for all labor categories may include, but are not limited to, the following:

- a) Data Development – Creation of new geospatial datasets and maintenance of existing geospatial datasets. Data development activities also include research, building of dataset schemas, metadata creation and conversion of data from a non-geospatial format.
- b) Cartographic Production – Creation of high quality digital map products for distribution to requesting stakeholders.
- c) Data Publishing – Creation of GIS Services via Esri ArcGIS Server/ArcGIS Enterprise products.
- d) ArcGIS Online Maintenance – Maintenance of Esri ArcGIS Online for Maryland user accounts, data and metadata.
- e) Database Management – Creation of new databases and maintenance of existing databases in a Microsoft SQL Server or open source environment. Creation of associated database triggers and stored procedures to enhance application workflows
- f) Server Management – Assist with installation, configuration and maintenance of servers, systems and applications that support the GIO. This includes operating systems, networking, and other third party application.
- g) ETL Processes – Assist with the creation of ETL (Extract, Transform, Load) processes in order to support large scale data processing workflows.
- h) Data Analysis – Creation of analysis products for stakeholders using data modeling workflows and products such as Esri ArcGIS Desktop ModelBuilder.

### **3.4 PROFESSIONAL DEVELOPMENT**

Any TO Personnel provided under this TORFP shall maintain any required professional certifications for the duration of the TO Agreement.

### 3.5 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES

The TO Contractor shall comply with all applicable laws, regulations, policies, standards, and guidelines affecting information technology and 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 security and technology project execution.

The foregoing may include, but are not limited to, the following policies, guidelines and methodologies that can be found at the DoIT site

(<http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx>).

- A. The State of Maryland System Development Life Cycle (SDLC) methodology, or as otherwise approved by TO Manager.
- B. The State of Maryland Information Technology Security Policy and Standards
- C. The State of Maryland Information Technology Non-Visual Access Standards
- D. The TO Contractor shall follow project management methodologies consistent with the Project Management Institute's Project Management Body of Knowledge Guide.
- E. TO Contractor assigned personnel shall follow a consistent methodology for all TO activities.
- F. The State's Information Technology Project Oversight Policies for any work performed under this TORFP for one or more Major IT Development Projects (MITDPs)

### 3.6 REQUIREMENTS

#### 3.6.1 TO CONTRACTOR RESPONSIBILITIES

- 3.6.1.1** The TO Contractor shall provide staffing and resources to fully supply those support services, identified in Section 3.3.2, required for the completion of a Work Order issued under this TO.:
- 3.6.1.2** The TO Contractor shall maintain continuity of qualified staff coverage for full-time and on-demand support.
- 3.6.1.3** The TO Contractor shall ensure that all qualified staff have been briefed on the existing systems and workflows and any in-progress work, as it relates to this TO. The TO Contractor shall address all issues that arise as they relate to staff coverage and briefing for the duration of this TO.
- 3.6.1.4** Establishment and maintenance of a primary and back-up coverage schedule, for all Work Orders (including both full-time and on-demand TO Contractor Personnel), to include names and contact information (phone number and email).

#### 3.6.2 TO CONTRACTOR PERSONNEL DUTIES AND RESPONSIBILITIES

During the course of this TO, the TO Contractor Personnel performing those support services identified in Section 3.3.2 shall be responsible for the following, as defined in a Work Order and directed by the TO Manager:

- 3.6.2.1** Provide data development support including but not limited to, the following:

1. On-site support to maintain consistency, accuracy, and currency of datasets and services
2. Prepare, publish, and maintain existing datasets and services, and associated features, attributes, and metadata
3. Research, and identify other State agency data for inclusion as datasets and services
4. For partnering agencies, identify data preparation needs, assess data transfer needs, modify source data to meet feature, attribute, and metadata standards
5. Document all data analysis workflows.

**3.6.3 FUNCTIONAL / BUSINESS REQUIREMENTS**

- 3.6.3.1** The TO Contractor Personnel shall perform activities in support of the GIO team as identified by the TO Contract Manager, to include creating data, creating cartographic products and developing automated data processing workflows.
- 3.6.3.2** Other TO Contractor Personnel tasking shall be identified in a Work Order.
- 3.6.3.3** TO Contractor Personnel shall deliver status reports in the form and frequency as requested by the TO Contractor.

**3.6.4 TECHNICAL REQUIREMENTS**

Tasks under this scope of work shall require expertise in the below listed software versions. The TO Contractor shall define the distinctions in skills and experience between senior and junior personnel qualifications, within the Staffing Plan (See Section 4), based upon the Technical Requirements listed below.

<b>Technical Requirements</b>
Esri ArcGIS Desktop: Version 10.3.1 or later
Esri ArcGIS Server: Version 10.3.1 or later
ArcGIS Online (AGOL) <a href="http://www.arcgis.com/home/">http://www.arcgis.com/home/</a>
ArcGIS Open Data cloud-based solution <a href="http://opendata.arcgis.com">http://opendata.arcgis.com</a>
FME Desktop 2016
FME Server 2016
Microsoft Windows Server 2012 R2
Microsoft SQL Server 2012 or later
Working with, transforming, and reformatting large datasets, and

**Technical Requirements**

integrating Microsoft Excel files into more modern data formats.

Microsoft Excel data processing, manipulation and transformation into more modern data formats.

**3.6.5 REQUIREMENTS FOR HARDWARE, SOFTWARE, AND MATERIALS****3.6.5.1** At DoIT's site or another State site

All computer hardware and software shall be provided to TO Contractor Personnel appropriate for performing the work requested by DoIT. DoIT will provide access to appropriate DoIT IT resources. TO Contractor Personnel will be responsible for adhering to all appropriate cyber security, software licensing, data use restrictions and other conditions as identified by DoIT.

**3.7 PERFORMANCE AND PERSONNEL****3.7.1 WORK HOURS**

## Normal Work Hours

- A. Business Hours Support: The TO Contractor's collective assigned personnel shall support core business hours (8:00 AM 5:00 PM), Monday through Friday except for State holidays, Service Reduction days, and Furlough days observed by DoIT.
- B. Non-Business Hours Support: TO Contractor Personnel may also be required to provide occasional support outside of core business hours, including evenings, overnight, and weekends, to support specific efforts and to respond to emergencies. For example (and not by way of limitation), after hours support may be necessary to respond to IT Security emergency situations. Hours performing such non-business hour support will be billed on actual time worked at the rates proposed.
- C. State-Mandated Service Reduction Days: TO Contractor Personnel shall be required to participate in the State-mandated Service Reduction Days as well as State Furlough Days. In this event, the TO Contractor will be notified in writing by the TO Manager of these details.
- D. Minimum and Maximum Hours: Full-time TO Contractor Personnel shall work a minimum of 40 hours per week with starting and ending times as approved by the TO Manager. A flexible work schedule may be used with TO Manager approval, including time to support any efforts outside core business hours. TO Contractor Personnel may also be requested to restrict the number of hours TO Contractor Personnel can work within a given period of time that may result in less than an eight hour day or less than a 40 hour work week.
- E. Vacation Hours: Requests for leave shall be submitted to the TO Manager at least two weeks in advance. The TO Manager reserves the right to request a

temporary replacement if leave extends longer than one consecutive week. In cases where there is insufficient coverage, a leave request may be denied.

### **3.7.2 DIRECTED PERSONNEL REPLACEMENT**

- A. The TO Manager may direct the TO Contractor to replace any TO Contractor Personnel who, in the sole discretion of the TO Manager, are perceived as being unqualified, non-productive, unable to fully perform the job duties, disruptive, or known, or reasonably believed, to have committed a major infraction(s) of law or TO Requesting Agency, Contract, or Task Order requirement.
- B. If deemed appropriate in the discretion of the TO Manager, the TO Manager shall give written notice of any TO Contractor Personnel performance issues to the TO Contractor, describing the problem and delineating the remediation requirement(s). The TO Contractor shall provide a written Remediation Plan within three (3) days of the date of the notice. If the TO Manager rejects the Remediation Plan, the TO Contractor shall revise and resubmit the plan to the TO Manager within five (5) days of the rejection, or in the timeframe set forth by the TO Manager in writing. Once a Remediation Plan has been accepted in writing by the TO Manager, the TO Contractor shall immediately implement the Remediation Plan.
- C. Should performance issues persist despite the approved Remediation Plan, the TO Manager may give written notice of the continuing performance issues and either request a new Remediation Plan within a specified time limit or direct the removal and replacement of the TO Contractor Personnel whose performance is at issue. A request for a new Remediation Plan will follow the procedure described in Section 3.7.2B.
- D. In circumstances of directed removal, the TO Contractor shall provide replacement personnel within fifteen (15) days of the date of the notification of directed removal, or the actual removal, whichever occurs first, or such earlier time as directed by the TO Manager in the event of a removal on less than fifteen days' notice. Any replacement personnel must be approved by the TO Manager prior to beginning work.
- E. Normally, a directed personnel replacement will occur only after prior notification of problems with requested remediation, as described above. However, the TO Manager reserves the right to direct immediate personnel replacement without utilizing the remediation procedure described above.
- F. Replacement or substitution of TO Contractor Personnel under this section shall be in addition to, and not in lieu of, the State's remedies under the Task Order or which otherwise may be available at law or in equity.

### **3.7.3 SUBSTITUTION OF PERSONNEL**

#### **3.7.3.1 PRIOR TO AND WITHIN 30 DAYS AFTER TASK ORDER EXECUTION**

Prior to Task Order Execution or within thirty (30) days after Task Order Execution, the Offeror may substitute proposed Key Personnel only under the following circumstances: vacancy occurs due to the sudden termination, resignation, or approved leave of absence due to an Extraordinary Personnel Event, or death of such personnel. To qualify for such substitution, the Offeror must describe to the State's satisfaction the event necessitating substitution and must demonstrate that the originally proposed personnel are actual full-



time direct employees with the Offeror (subcontractors, temporary staff or 1099 contractors do not qualify). Proposed substitutions shall be of equal caliber or higher, in the State's sole discretion. Proposed substitutes deemed by the State to be less qualified than the originally proposed individual may be grounds for pre-award disqualification or post-award termination.

An **Extraordinary Personnel Event** – means Leave under the Family Medical Leave Act; an incapacitating injury or incapacitating illness; or other circumstances that in the sole discretion of the State warrant an extended leave of absence, such as extended jury duty or extended military service.

### 3.7.3.2 SUBSTITUTION MORE THAN 30 DAYS AFTER TASK ORDER EXECUTION

The procedure for substituting personnel after Task Order execution is as follows:

- A. The TO Contractor may not substitute personnel without the prior approval of the TO Manager.
- B. To replace any personnel, the TO Contractor shall submit resumes of the proposed individual specifying the intended approved labor category. Any proposed substitute personnel shall have qualifications equal to or better than those of the replaced personnel.
- C. Proposed substitute individual shall be approved by the TO Manager. The TO Manager shall have the option to interview the proposed substitute personnel and may require that such interviews be in person. After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the requested substitution. If no acceptable substitute personnel is proposed within the time frame established by the TO Manager, the TO Agreement may be cancelled.

## 3.7.4 WORK SPACE, WORKSTATIONS, NETWORK CONNECTIVITY AND SOFTWARE

### 3.7.4.1 At DoIT's site or another State site

- A. DoIT shall provide, to TO Contractor Personnel, all necessary office space, computer hardware and software, and network connectivity appropriate for performing the work requested by DoIT.
- B. DoIT will provide access to appropriate DoIT IT resources.
- C. TO Contractor Personnel shall be responsible for adhering to all appropriate cyber security, software licensing, data use restrictions and other conditions as identified by DoIT.

### 3.7.4.2 At TO Contractor's Site (if requested in a Work Order)

- A. The TO Contractor shall provide to TO Contractor Personnel, all necessary work space, computer hardware and software, and network connectivity appropriate for performing the work requested by DoIT.
- B. TO Contractor Personnel shall be responsible for adhering to all appropriate cyber security, software licensing, data use restrictions and other conditions as identified by DoIT.



### **3.8 DELIVERABLES**

Deliverables will be defined as part of each Work Order issued. The Work Order process is detailed under Section 3.9.

#### **3.8.1 DELIVERABLE SUBMISSION**

For every deliverable, the TO Contractor shall request that the TO Manager confirm receipt of that deliverable by sending an e-mail identifying the deliverable name and date of receipt.

Unless specified otherwise, written deliverables shall be compatible with Microsoft Office, Microsoft Project and/or Microsoft Visio versions 2007 or later. At the TO Manager's discretion, the TO Manager may request one hard copy of a written deliverable.

A standard deliverable review cycle will be elaborated and agreed-upon between the State and the TO Contractor. This review process is entered into when the TO Contractor completes a deliverable.

For any written deliverable, the TO Manager may request a draft version of the deliverable, to comply with the minimum deliverable quality criteria listed in Section 3.8.3. Drafts of each final deliverable, except status reports, are required at least two weeks in advance of when the final deliverables are due (with the exception of deliverables due at the beginning of the project where this lead time is not possible, or where draft delivery date is explicitly specified). Draft versions of a deliverable shall comply with the minimum deliverable quality criteria listed in Section 3.8.3.

#### **3.8.2 DELIVERABLE ACCEPTANCE**

A final deliverable shall satisfy the scope and requirements of this TORFP, and the applicable Work Order, for that deliverable.

The TO Manager shall review a final deliverable to determine compliance with the acceptance criteria as defined for that deliverable. The TO Manager is responsible for coordinating comments and input from various team members and stakeholders. The TO Manager is responsible for providing clear guidance and direction to the TO Contractor in the event of divergent feedback from various team members.

In the event of rejection of a deliverable, the TO Manager will formally communicate in writing any deliverable deficiencies or non-conformities to the TO Contractor, describing what shall be corrected in sufficient detail for the TO Contractor to address the deficiencies. The TO Contractor shall correct deficiencies and resubmit the corrected deliverable for acceptance within the agreed-upon time period for correction.

#### **3.8.3 MINIMUM DELIVERABLE QUALITY**

The TO Contractor shall subject each deliverable to its internal quality-control process prior to submitting the deliverable to the State.

Each deliverable shall meet the following minimum acceptance criteria:

- A) Be presented in a format appropriate for the subject matter and depth of discussion.
- B) Be organized in a manner that presents a logical flow of the deliverable's content.
- C) Represent factual information reasonably expected to have been known at the time of submittal.

- D) In each section of the deliverable, include only information relevant to that section of the deliverable.
- E) Contain content and presentation consistent with industry best practices in terms of deliverable completeness, clarity, and quality.
- F) Meets the acceptance criteria applicable to that deliverable, including any State policies, functional or non-functional requirements, or industry standards.
- G) Contains no structural errors such as poor grammar, misspellings or incorrect punctuation.

A draft written deliverable may contain limited structural errors such as incorrect punctuation, and shall represent a significant level of completeness toward the associated final written deliverable. The draft written deliverable shall otherwise comply with minimum deliverable quality criteria above.

### **3.8.4 DELIVERABLE DESCRIPTIONS / ACCEPTANCE CRITERIA**

The TO Contractor may suggest other subtasks, artifacts, or deliverables to improve the quality and success of the assigned Work Order tasks.

### **3.9 WORK ORDER PROCESS**

- A) TO Contractor will provide personnel resources as required in response to Work Orders issued by the TO Manager. A Work Order may be issued for time and materials (T&M) pricing or fixed price pricing. T&M and Fixed Price Work Orders will be issued in accordance with pre-approved Labor Categories with the fully loaded rates proposed in Attachment 1.
- B) The TO Manager shall e-mail a Work Order Request (See Attachment 16) to the TO Contractor to provide services or resources that are within the scope of this TORFP. The Work Order Request will include:
  - 1) Technical requirements and description of the service or resources needed
  - 2) Performance objectives and/or deliverables, as applicable
  - 3) Due date and time for submitting a response to the request
  - 4) Required place(s) where work must be performed
- C) The TO Contractor shall e-mail a response to the TO Manager within the specified time and include at a minimum:
  - 1) A response that details the TO Contractor's understanding of the work;
  - 2) A price to complete the Work Order Request using the format provided in Attachment 16;
  - 3) A description of proposed resources required to perform the requested tasks, with CATS+ labor categories listed in accordance with Attachment 1;
  - 4) An explanation of how tasks shall be completed. This description shall include proposed subcontractors and related tasks;
  - 5) State-furnished information, work site, and/or access to equipment, facilities, or personnel; and
  - 6) The proposed personnel resources, including any subcontractor personnel, to complete the task.

- D) For a T&M Work Order, the TO Manager will review the response and will confirm the proposed labor rates are consistent with this TORFP. For a fixed price Work Order, the TO Manager will review the response and will confirm the proposed prices are acceptable.
- E) The TO Manager may contact the TO Contractor to obtain additional information, clarification or revision to the Work Order, and will provide the Work Order to the TO Procurement Officer for a determination of compliance with the TO and a determination whether a change order is appropriate. Written TO Procurement Officer approval is required before Work Order execution by the State.
- F) Proposed personnel on any type of Work Order shall be approved by the TO Manager. The TO Contractor shall furnish resumes of proposed personnel specifying the labor category from the CATS+ Labor Categories proposed in the TO Proposal. The TO Manager shall have the option to interview the proposed personnel and, in the event of an interview or not shall notify the TO Contractor of acceptance or denial of the personnel.
- G) Performance of services under a Work Order shall commence consistent with an NTP issued by the TO Manager for such Work Order.
- H) The TO Manager shall e-mail a Fixed Price Work Order Request to the TO Contractor, at the commencement of the Task Order contract, that shall remain open for the duration of the contract. This Work Order shall be used for on-demand work that is of an urgent nature.
- I) The TO Manager shall e-mail the TO Contractor, at the time when the on-demand work is needed, to provide a due date and time for the task, an estimated duration of the task, and technical requirements.
- J) The TO Contractor shall e-mail a response to the TO Manager within the specified time, and include, at a minimum, the name, contact information, Labor Category, and date and time of arrival (on-site or from a remote location).

### **3.10 INVOICING**

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS+ Master Contract.

Proper invoices for payment shall be submitted to the TO Manager for payment approval as described below. Invoices shall be submitted monthly.

#### **3.10.1 INVOICE SUBMISSION PROCEDURE**

- A) Proper invoices for payment shall contain the TO Contractor's Federal Tax Identification Number, "DoIT" as the recipient, date of invoice, TO Agreement number, invoiced item or Work Order description, invoiced Work Order item number (if applicable), period of performance covered by the invoice, a total invoice amount, and a TO Contractor point of contact with telephone number.
- B) All invoices submitted for payment shall be accompanied by signed notice(s) of acceptance as described below. Payment of invoices will be withheld if the appropriate signed acceptance form documentation is not submitted.
  - 1) To be considered a proper T&M invoice (for Task Order requirements and for T&M Work Orders issued under this Task Order) the TO Contractor shall include with the signed invoice a signed timesheet as described in 3.10.3. Include for each person

covered by the invoice the following, individually listed per person: name, hours worked, hourly labor rate, invoice amount and a copy of each person's timesheet for the period signed by the TO Manager.

- 2) To be considered a proper Fixed Price invoice (for fixed price Work Orders issued under this Task Order). Payment will only be made upon completion and acceptance of the deliverables as defined in Section 3.8.
- C) The TO Contractor shall e-mail the original of each invoice and signed notice(s) of acceptance to the TO Requesting Agency at e-mail address: [doitfiscal.invoiceservices@maryland.gov](mailto:doitfiscal.invoiceservices@maryland.gov), with a copy to the TO Manager.
- D) 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.

### 3.10.2 TIME SHEET SUBMISSION AND ACCEPTANCE

Time sheets shall be submitted to the TO Manager prior to invoicing. The TO Manager shall sign the timesheet to indicate authorization to invoice.

Within three (3) business days after the 15th and last day of the month, the TO Contractor shall submit a semi-monthly timesheet for the preceding half month providing data for all resources provided under the TO.

At a minimum, each semi-monthly timesheet shall show:

- A) Title: "Time Sheet for GIS Support and Services"
- B) Issuing company name, address, and telephone number
- C) For each employee /resource:
  - a) Employee / resource name
  - b) For each Period ending date, e.g., "Period Ending: mm/dd/yyyy" (Periods run 1<sup>st</sup> through 15<sup>th</sup> and 16<sup>th</sup> through last day of the month.
    - (1) Tasks completed that week and the associated deliverable names and ID#s
    - (2) Number of hours worked each day
    - (3) Total number of hours worked that Period
    - (4) Weekly variance above or below 40 hours
    - (5) Annual number of hours planned under the TO
    - (6) Annual number of hours worked to date
    - (7) Balance of hours remaining
    - (8) Annual variance to date (Sum of periodic variances)
- D) Signature and date lines for the TO Manager

### 3.11 INSURANCE

Offeror shall confirm that, as of the date of its proposal, the insurance policies incorporated into its Master Contract are still current and effective at the required levels (See Master Contract Section 2.7).

The Offeror shall also confirm that any insurance policies intended to satisfy the requirements of this TORFP are issued by a company that is licensed to do business in the State of Maryland.

### **3.12 SECURITY REQUIREMENTS**

Note to Offerors: If you follow a more stringent standard(s) than those specified in this TORFP, map the standard you follow to NIST to show how you comply with those requirements.

#### **3.12.1 Additional security requirements may be established in a Work Order.**

#### **3.12.2 Information Technology**

The TO Contractor agrees that it and TO Contractor Personnel shall (i) abide by all applicable federal, State and local laws, rules and regulations concerning Security of Information Systems and Information Technology security and (ii) comply with and adhere to the State IT Security Policy and Standards as each may be amended or revised from time to time. Updated and revised versions of the State IT Policy and Standards are available online at: [www.doit.maryland.gov](http://www.doit.maryland.gov) – keyword: Security Policy.

#### **3.12.3 The State shall, at its discretion, have the right to review and assess the TO Contractor's compliance to the security requirements and standards defined in the TO Agreement.**

#### **3.12.4 TO Contractor Personnel**

3.12.4.1 TO Contractor Personnel shall display his or her company ID badge in a visual location at all times while on State premises. Upon request of authorized State personnel, each such TO Contractor Personnel shall provide additional photo identification.

3.12.4.2 At all times at any facility, the TO Contractor Personnel shall cooperate with State site requirements that include but are not limited to being prepared to be escorted at all times and providing information for State badge issuance.

3.12.4.3 TO Contractor shall remove any TO Contractor Personnel from working on the TO Agreement where the State determines, at its sole discretion, that said TO Contractor Personnel has not adhered to the Security requirements specified herein.

3.12.4.4 The State reserves the right to request that the TO Contractor submit proof of employment authorization of non-United States Citizens, prior to commencement of work under the TO Agreement.

#### **3.12.5 Security Clearance / Criminal Background Check**

A security clearance is not required for TO Contractor Personnel assigned to the TO Agreement.

#### **3.12.6 On-site Security Requirement(s)**

3.12.6.1 For the conditions noted below, TO Contractor Personnel may be barred from entrance or leaving any site until such time that the State's conditions and queries are satisfied.

A. TO Contractor Personnel may be subject to random security checks when entering and leaving State secured areas. The State reserves the right to require TO Contractor Personnel to be accompanied while in secured premises.

B. Some State sites, especially those premises of the Department of Public Safety and Correctional Services, require each person entering the premises to document and inventory items (such as tools and equipment) being brought onto the site, and to submit to a physical

search of his or her person. Therefore, the TO Contractor Personnel shall always have available an inventory list of tools being brought onto a site and be prepared to present the inventory list to the State staff or an officer upon arrival for review, as well as present the tools or equipment for inspection. Before leaving the site, the TO Contractor Personnel will again present the inventory list and the tools or equipment for inspection. Upon both entering the site and leaving the site, State staff or a correctional or police officer may search TO Contractor Personnel.

3.12.6.2 Any TO Contractor Personnel who enters the premises of a facility under the jurisdiction of the TO Requesting Agency may be searched, fingerprinted (for the purpose of a criminal history background check), photographed and required to wear an identification card issued by the TO Requesting Agency.

3.12.6.3 Further, TO Contractor Personnel shall not violate Md. Code Ann., Criminal Law Art. Section 9-410 through 9-417 and such other security policies of the agency that controls the facility to which the TO Contractor Personnel seeks access. The failure of any of the TO Contractor Personnel to comply with any provision of the TO Agreement is sufficient grounds for the State to immediately terminate the TO for default.

### **3.12.7 Data Protection and Controls**

TO Contractor shall ensure satisfaction of the following requirements, as may be appropriate to onsite support of GIS team systems and data. TO Contractor shall ensure satisfaction of applicable requirements when providing any online or remote services:

3.12.7.1 Administrative, physical and technical safeguards shall be implemented to protect State data that are no less rigorous than accepted industry practices for information security such as those listed below (see 3.14.7.2), and all such safeguards, including the manner in which State data is collected, accessed, used, stored, processed, disposed of and disclosed shall comply with applicable data protection and privacy laws as well as the terms and conditions of this TO Agreement.

3.12.7.2 To ensure appropriate data protection safeguards are in place, at minimum, the TO Contractor shall implement and maintain the following controls at all times throughout the term of the TO Agreement (the TO Contractor may augment this list with additional controls):

1. Establish separate production, test, and training environments for systems supporting the services provided under this TO Agreement and ensure that production data is not replicated in test and/or training environment(s) unless it has been previously anonymized or otherwise modified to protect the confidentiality of Sensitive Data elements.
2. Apply hardware and software hardening procedures as recommended by the manufacturer and according to industry best practices to reduce the surface of vulnerability, eliminating as many security risks as possible and document what is not feasible and/or not performed according to best practices. Any hardening practices not implemented shall be documented with a plan of action and/or compensating control. These procedures may include but are not limited to removal of unnecessary software, disabling or removing unnecessary services, removal of unnecessary usernames or logins, and the deactivation of unneeded features in the system configuration files.



3. Ensure that State data is not comingled with any other data through the proper application of compartmentalization security measures.
4. Apply data encryption to protect State PII and PHI data from improper disclosure or alteration. For State data the TO Contractor manages or controls, data encryption should be applied to State data in transit over networks and, where possible, at rest; as well as to State data when archived for backup purposes. Encryption algorithms which are utilized for this purpose must comply with current Federal Information Processing Standards (FIPS), "Security Requirements for Cryptographic Modules", FIPS PUB 140-2.  
<http://csrc.nist.gov/publications/fips/fips140-2/fips1402.pdf>  
<http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm>
5. Ensure system and network environments are separated by properly configured and updated firewalls to preserve the protection and isolation of State data from unauthorized access as well as the separation of production and non-production environments.
6. Restrict network connections between trusted and untrusted networks by physically and/or logically isolating systems supporting the System from unsolicited and unauthenticated network traffic.
7. Review at regular intervals the aforementioned network connections, documenting and confirming the business justification for the use of all service, protocols, and ports allowed, including the rationale or compensating controls implemented for those protocols considered insecure but necessary.
8. Establish policies and procedures to implement and maintain mechanisms for regular vulnerability testing of operating system, application, and network devices. Such testing is intended to identify outdated software versions; missing software patches; device or software misconfigurations; and to validate compliance with or deviations from the TO Contractor's security policy. TO Contractor shall evaluate all identified vulnerabilities for potential adverse effect on security and integrity and remediate the vulnerability promptly or document why remediation action is unnecessary or unsuitable. The TO Requesting Agency shall have the right to inspect these policies and procedures and the performance of vulnerability testing to confirm the effectiveness of these measures for the services being provided under this TO Agreement.
9. Enforce strong user authentication and password control measures to minimize the opportunity for unauthorized access through compromise of the user access controls. At a minimum, the implemented measures should be consistent with the most current State of Maryland Department of Information Technology's Information Security Policy (<http://doit.maryland.gov/support/Pages/SecurityPolicies.aspx>), , including specific requirements for password length, complexity, history, and account lockout.
10. Ensure Sensitive Data under this service is not processed, transferred, or stored outside of the United States.



11. Ensure TO Contractor's Personnel shall not connect any of its own equipment to a State LAN/WAN without prior written approval by the State, which may be revoked at any time for any reason. The TO Contractor shall complete any necessary paperwork as directed and coordinated with the Contract Manager to obtain approval by the State to connect TO Contractor-owned equipment to a State LAN/WAN.
12. Ensure that anti-virus and anti-malware software is installed and maintained on all systems supporting the services provided under this TO Agreement; that the anti-virus and anti-malware software is automatically updated; and that the software is configured to actively scan and detect threats to the system for remediation.
13. Where website hosting or Internet access is the service provided or part of the service provided, the TO Contractor and/or Subcontractor shall conduct regular external vulnerability testing. External vulnerability testing is an assessment designed to examine the TO Contractor and/or Subcontractor's security profile from the Internet without benefit of access to internal systems and networks behind the external security perimeter. The TO Contractor and/or Subcontractor shall evaluate all identified vulnerabilities on Internet-facing devices for potential adverse effect on the system's security and/or integrity and remediate the vulnerability promptly or document why remediation action is unnecessary or unsuitable. The TO Requesting Agency shall have the right to inspect these policies and procedures and the performance of vulnerability testing to confirm the effectiveness of these measures for the services being provided under this TO Agreement.

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## SECTION 4 - TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

### 4.1 REQUIRED RESPONSE

Each Master Contractor receiving this CATS+ TORFP shall respond no later than the submission due date and time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one of two possible responses: 1) TO Proposal; or 2) a completed Master Contractor Feedback Form. The feedback form helps the State understand for future contract development why Master Contractors did not submit proposals. The form is accessible via the CATS+ Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu.

A TO Proposal shall conform to the requirements of this CATS+ TORFP.

### 4.2 SUBMISSION

#### 4.2.1 E-MAIL SUBMISSION

DoIT strongly prefers TO Proposal submissions be made via e-mail. For TO Proposals submitted via email, the TO Technical Proposal shall be submitted in one or more password protected e-mails separate from the TO Financial Proposal. This e-mail shall include:

- A. Subject line "CATS+ TORFP # 060B7400074 Technical" plus the Master Contractor Name
- B. One attachment labeled "TORFP Technical - Attachments" containing all Technical Proposal Attachments (see Section 4.3 below), signed and in PDF format.
- C. One attachment labeled "TORFP 060B7400074 Technical – Proposal" in Microsoft Word format (2007 or later).
- D. DoIT can only accept e-mails that are less than or equal to 25 MB. If a submission exceeds this size, split the submission into two or more parts and include the appropriate part number in the subject (e.g., part 1 of 2) after the subject line information.

The TO Financial Proposal shall be contained in one e-mail containing as attachments all submission documents detailed in section 4.4.2, with password protection.

DoIT will contact Offerors for the password to open each file. Each file in the TO Technical Proposal shall be encrypted with the same password, and each file in the TO Financial Proposal shall be encrypted with the same password, but that is different from the TO Technical Proposal password. The TO Procurement Officer will only contact those Offerors with TO Proposals that are reasonably susceptible for award. Offerors that are unable to provide a password that opens the TO Proposal documents will be deemed not susceptible for award. Subsequent submissions of content will not be allowed.

The TO Financial Proposal e-mail shall include:

- A. Subject line "CATS+ TORFP # 060B7400074 Financial" plus the Master Contractor Name
- B. One attachment labeled "TORFP 060B7400074 Financial" containing the TO Financial Proposal contents, signed and in PDF format.

#### 4.2.2 PAPER SUBMISSION

DoIT strongly desires TO Proposal submissions in e-mail format. An Offeror wishing to deliver a hard copy (paper) TO Proposal shall contact the TO Procurement Officer for instructions.

#### 4.3 SUMMARY OF ATTACHMENTS

No attachment forms shall be altered. Signatures shall be clearly visible.

The following signed attachments shall be included with the TO Technical Proposal in PDF format (for e-mail delivery).

- A. Attachment 4 – Conflict of Interest Affidavit and Disclosure
- B. Attachment 5A and 5B- Attachment 5A Minimum Qualifications Summary and Attachment 5B Personnel Resume Form
- C. Attachment 12 – Living Wage Affidavit of Agreement
- D. Attachment 15 - Certification Regarding Investments in Iran

The following attachments shall be included with the TO Financial Proposal with password protection (if emailed):

- A. Attachment 1 Price Sheet – Signed PDF

#### 4.4 PROPOSAL FORMAT

A TO Proposal shall contain the following sections in order:

##### 4.4.1 TO TECHNICAL PROPOSAL

**Important: A TO Technical Proposal shall include NO pricing information.**

##### A) Proposed Services

- 1) Executive Summary: A one-page summary describing the Offeror's understanding of the TORFP scope of work (Section 3) and proposed solution.
- 2) Proposed Solution: A more detailed description of the Offeror's understanding of the TORFP scope of work, including examples of solutions delivered to previous customers, that match the requirements outlined in Section 3. The Proposed Solution should include a Sample Draft Work Breakdown: A matrix or table that shows a breakdown of the tasks required to complete the requirements and tasks identified in in Section 3.2.2. . The matrix should reflect the chronology of tasks without assigning specific time frames or start / completion dates. It may include tasks to be performed by the State or third parties, for example, independent quality assurance tasks.  
Assumptions: A description of any assumptions formed by the Offeror in developing the TO Technical Proposal.
- 3) Tools the Master Contractor owns and proposes for use to meet any requirements in Section 3.

##### B) Proposed Personnel and TORFP Staffing

- 1) Offeror shall propose exactly one (1) Key Personnel in response to this TORFP. Offeror shall:

- a) Complete and provide for each proposed resource Attachment 5A Minimum Qualifications Summary and Attachment 5B Personnel Resume Form.
  - b) Provide evidence proposed personnel possess the required certifications in accordance with Section 2.1.2 Offeror's Personnel Minimum Qualifications.
  - c) Provide three (3) references per proposed Key Personnel containing the information listed in Attachment 5B.
- 2) Provide a Staffing Management Plan that demonstrates how the Offeror will provide resources in addition to the Key Personnel requested in this TORFP, and how the TO Contractor Personnel shall be managed. Include:
- a) Planned team composition by role (**Important! Identify specific names and provide history only for the proposed resources required for evaluation of this TORFP**).
  - b) Process and proposed lead time for locating and bringing on board resources that meet Work Order needs
  - c) Supporting descriptions for all labor categories proposed in response to this TORFP
  - d) Description of approach for quickly substituting qualified personnel after start of a Work order.
- 3) Provide the names and titles of the Offeror's management staff who will supervise TO Contractor Personnel and the quality of services rendered under this TO Agreement.
- C) MBE, SBE Participation and VSBE Participation  
No MBE documents are required.
- D) Subcontractors  
Identify all proposed subcontractors, including MBEs, and their roles in the performance of Section 3 - Scope of Work.
- E) Overall Offeror team organizational chart  
Provide an overall team organizational chart with all team resources available to fulfill the TO scope of work.
- F) Master Contractor and Subcontractor Experience and Capabilities
- 1) Provide up to three examples of engagements or contracts the Master Contractor or subcontractor, if applicable, has completed that were similar to Section 3 - Scope of Work. Include contact information for each client organization complete with the following:
    - a) Name of organization.
    - b) Point of contact name, title, e-mail and telephone number (point of contact shall be accessible and knowledgeable regarding experience)
    - c) Services provided as they relate to Section 3 - Scope of Work.
    - d) Start and end dates for each example engagement or contract.
    - e) Current Master Contractor team personnel who participated on the engagement.
    - f) If the Master Contractor is no longer providing the services, explain why not.

- 2) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any entity of the State of Maryland.

For each identified contract, the Master Contractor shall provide the following (if not already provided in sub paragraph 1 above):

- a) Contract or task order name
- b) Name of organization.
- c) Point of contact name, title, e-mail, and telephone number (point of contact shall be accessible and knowledgeable regarding experience)
- d) Start and end dates for each engagement or contract. If the Master Contractor is no longer providing the services, explain why not.
- e) Dollar value of the contract.
- f) Indicate if the contract was terminated before the original expiration date.
- g) Indicate if any renewal options were not exercised.

Note - State of Maryland experience can be included as part of Section 2 above as engagement or contract experience. State of Maryland experience is neither required nor given more weight in proposal evaluations.

G) State Assistance

Provide an estimate of expectation concerning participation by State personnel.

H) Confidentiality

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 4, of the General Provisions Article of the Annotated Code of Maryland. Master 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.

Offeror shall furnish a list that identifies each section of the TO Technical Proposal where, in the Offeror's opinion, the Offeror's response should not be disclosed by the State under the Public Information Act.

I) Proposed Facility

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

#### 4.4.2 TO FINANCIAL PROPOSAL

- A) A description of any assumptions on which the Master Contractor's TO Financial Proposal is based (Assumptions shall not constitute conditions, contingencies, or exceptions to the Price Sheet);

- B) Attachment 1– Price Sheet, with all proposed labor categories including all rates fully loaded. Master Contractors shall list all key resources by approved CATS+ labor categories in the price proposal. This task order identifies key and other personnel positions and associated minimum qualifications unique to this scope of work (see Section 2.1.2 ). Contractors shall enter in the Price Sheet their Master Contract’s CATS+ labor category that maps to each TO personnel position in order to clearly map proposed labor rates to each personnel function for evaluation purposes.
- C) To be responsive to this TORFP, the Price Sheet (Attachment 1) shall provide labor rates for all labor categories anticipated for this TORFP. Proposed rates shall not exceed the rates defined in the Master Contract for the Master Contract year(s) in effect at the time of the TO Proposal due date.

Note: Failure to specify a CATS+ labor category in the completed Price Sheet for each proposed resource will make the TO proposal non-responsive to this TORFP.

- D) Prices shall be valid for 120 days.

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## SECTION 5 - TASK ORDER AWARD PROCESS

### 5.1 OVERVIEW

The TO Contractor will be selected from among all eligible Master Contractors within the appropriate Functional Area responding to the CATS+ TORFP. In making the TO Agreement award determination, the TO Requesting Agency will consider all information submitted in accordance with Section 4.

### 5.2 TO PROPOSAL EVALUATION CRITERIA

The following are technical criteria for evaluating a TO Proposal in descending order of importance. Failure to meet the minimum qualifications shall render a TO Proposal not reasonably susceptible for award:

- A) The overall experience, capability and references for the Master Contractor as described in the Master Contractor's TO Technical Proposal.
- B) The capability of the proposed Key Personnel to perform Work Orders issued for the GIS support and services identified in TORFP Scope of Work – Section 3. Capability will be determined from each proposed individual's resume, reference checks, and oral presentation (See Section 1.5 Oral Presentations/Interviews). This criteria will include whether the proposed Key Personnel has sufficient knowledge of the GIO team's existing technologies to perform tasks with limited knowledge ramp-up for the initially requested Key Personnel CATS+ Labor Category.
- C) The Master Contractor's overall understanding of the TORFP Scope of Work – Section 3. Level of understanding will be determined by the quality and accuracy of the technical proposal in adherence with Section 4.4.
- D) The ability for the Master Contractor to meet staffing expectations relative to supplying additional personnel for work orders under TORFP meeting qualifications in Section 2.1.3.

### 5.3 SELECTION PROCEDURES

TO Technical Proposals shall be evaluated based on the criteria set forth above at section 5.2. TO Technical Proposals and TO Financial Proposals will be evaluated independently of each other.

- A. TO Proposals will be assessed throughout the evaluation process for compliance with the minimum qualifications listed in Section 1 of this TORFP, and quality of responses to Section 4.4.1 TO Technical Proposal. Failure to meet the minimum qualifications shall render a TO Proposal not reasonably susceptible for award:
- B. For all TO Proposals deemed technically qualified, Oral Presentations will be performed.
- C. The Procurement Officer will notify those offerors whose TO Technical Proposals are classified as not reasonably susceptible for award. The TO Procurement Officer will notify the Master Contractor it has not been selected to perform the work.
- D. The Procurement Officer will only open the TO Financial Proposals where the associated TO Technical Proposals have been classified as reasonably susceptible for award.
- E. After review of TO Financial Proposals, TO Financial Proposals for qualified Offerors will be reviewed and ranked from lowest to highest price proposed.

- F. The Procurement Officer shall make a determination recommending award of the Task Order to the responsible Offeror whose TO Proposal is determined to be the most advantageous to the State, considering price and the evaluation criteria set forth above. In making this selection, the TO Technical Proposal will be given greater weight than the TO Financial Proposal.

All Master Contractors submitting a TO Proposal shall receive written notice from the TO Procurement Officer identifying the awardee.

#### **5.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT**

Commencement of work in response to a TO Agreement shall be initiated only upon:

- a. Issuance of a fully executed TO Agreement,
- b. Non-Disclosure Agreement (TO Contractor),
- c. Purchase Order, and
- d. By a Notice to Proceed authorized by the TO Procurement Officer. See Attachment 7 - Notice to Proceed (sample).
- e. Certificate of Insurance (see Section 3.11)

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## LIST OF ATTACHMENTS

<b>Attachment Label</b>	<b>Attachment Name</b>	<b>Applicable to this TORFP?</b>	<b>Submit with Proposal?*</b> <b>(Submit, Do Not Submit, N/A)</b>
Attachment 1	Price Sheet	Applicable	Submit with TO Financial Proposal with password protection
Attachment 2	Minority Business Enterprise Participation (Attachments 1A – 5)	Not Applicable	N/A
Attachment 3	Task Order Agreement (TO Agreement)	Applicable	Do Not Submit with Proposal
Attachment 4	Conflict of Interest Affidavit and Disclosure	Applicable	Submit with TO Technical Proposal
Attachment 5	Labor Classification Personnel Resume Summary	Applicable	Submit with TO Technical Proposal
Attachment 5A	Minimum Qualifications Summary	Applicable	Submit with TO Technical Proposal
Attachment 5B	Personnel Resume Form	Applicable	Submit with TO Technical Proposal
Attachment 6	Pre-Proposal Conference Directions	Applicable	Do Not Submit with Proposal
Attachment 7	Notice to Proceed (Sample)	Applicable	Do Not Submit with Proposal
Attachment 8	Agency Deliverable Product Acceptance Form (DPAF)	Not Applicable	N/A
Attachment 9	Non-Disclosure Agreement (Offeror)	Not Applicable	N/A
Attachment 10	Non-Disclosure Agreement (TO Contractor)	Applicable	Do Not Submit with Proposal
Attachment 11	TO Contractor Self-Reporting Checklist	Applicable	Do Not Submit with Proposal
Attachment 12	Living Wage Affidavit of Agreement	Applicable	Submit with TO Technical Proposal
Attachment 13	Mercury Affidavit	Not Applicable	N/A
Attachment 14	Veteran Owned Small Business Enterprise Utilization Affidavit	Not Applicable	N/A
Attachment 15	Certification Regarding Investments in Iran	Applicable	Submit with TO Technical Proposal
Attachment 16	Sample Work Order	Applicable	Do Not Submit with Proposal
Attachment 17	Criminal Background Check Affidavit	Not Applicable	N/A

\*if not specified in submission instructions, any attachment submitted with response shall be in PDF format and signed

**ATTACHMENT 1 PRICE SHEET****PRICE SHEET (TIME AND MATERIALS) FOR CATS+ TORFP # 060B7400074**

The total class hours (Column B) are not to be construed as “guaranteed” hours; the total number of hours is an estimate only for purposes of price sheet evaluation.

A year for this task order shall be calculated as one calendar year from NTP. **Labor Rate**

**Maximums:** The maximum labor rate that may be proposed for any CATS+ Labor Category shall not exceed the maximum for the CATS+ Master Contract year in effect on the TO Proposal due date.

CATS+ Labor Category	Hourly Labor Rate (A)	Total Class Hours (B)	Extended Price (C)
<b>Year 1</b>			
GEOGRAPHIC INFORMATION SYSTEMS TECHNICIAN I	\$	2000	\$
<b>Additional Resources that may be added through Work Orders, solely at the State’s discretion</b>			
GEOGRAPHIC INFORMATION SYSTEMS TECHNICIAN II	\$	1000	\$
GEOGRAPHIC INFORMATION SYSTEMS ANALYST	\$	1000	\$
DATABASE MANAGEMENT SPECIALIST (JUNIOR)	\$	200	\$
DATABASE MANAGEMENT SPECIALIST (SENIOR)	\$	200	\$
PROGRAM MANAGER	\$	200	\$
PROJECT MANAGER	\$	200	\$
DATABASE MANAGER	\$	200	\$
	<b>SubTotal Price Year 1</b>		\$
<b>Year 2 - OPTIONAL</b>			
<b>Resources that may be utilized via Work Order</b>			
GEOGRAPHIC INFORMATION SYSTEMS TECHNICIAN I	\$	2000	\$
GEOGRAPHIC INFORMATION SYSTEMS TECHNICIAN II	\$	1000	\$
GEOGRAPHIC INFORMATION SYSTEMS ANALYST	\$	1000	\$

CATS+ Labor Category	Hourly Labor Rate (A)	Total Class Hours (B)	Extended Price (C)
DATABASE MANAGEMENT SPECIALIST (JUNIOR)	\$	200	\$
DATABASE MANAGEMENT SPECIALIST (SENIOR)	\$	200	\$
PROGRAM MANAGER	\$	200	\$
PROJECT MANAGER	\$	200	\$
DATABASE MANAGER	\$	200	\$
	<b>Sub Total Price Year 2</b>		\$
<b>Year 3 - OPTIONAL</b>			
<b>Resources that may be utilized via Work Order</b>			
GEOGRAPHIC INFORMATION SYSTEMS TECHNICIAN I	\$	2000	\$
GEOGRAPHIC INFORMATION SYSTEMS TECHNICIAN II	\$	1000	\$
GEOGRAPHIC INFORMATION SYSTEMS ANALYST	\$	1000	\$
DATABASE MANAGEMENT SPECIALIST (JUNIOR)	\$	200	\$
DATABASE MANAGEMENT SPECIALIST (SENIOR)	\$	200	\$
PROGRAM MANAGER	\$	200	\$
PROJECT MANAGER	\$	200	\$
DATABASE MANAGER	\$	200	\$
	<b>Sub Total Price Year 3</b>		\$
<b>Total Proposed Price (Years 1 – 3)</b>	\$		

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

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

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

**ATTACHMENT 2 – MBE FORMS**

The MBE subcontractor participation goal is 0%.

**ATTACHMENT 3 TASK ORDER AGREEMENT**

CATS+ TORFP# 060B7400074 OF MASTER CONTRACT #060B2490023

This Task Order Agreement (“TO Agreement”) is made this \_\_\_\_ of \_\_\_\_\_, 2017 by and between \_\_\_\_\_ (TO Contractor) and the STATE OF MARYLAND, Department of Information Technology (DoIT).

IN CONSIDERATION of the mutual promises 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 Department of Information Technology, as identified in the CATS+ TORFP # 060B7400074.
  - b) “CATS+ TORFP” means the Task Order Request for Proposals # 060B7400074, dated MONTH DAY, YEAR, including any addenda and amendments.
  - c) “Master Contract” means the CATS+ Master Contract between the Maryland Department of Information Technology and TO Contractor dated April 22, 2013.
  - d) “TO Procurement Officer” means Larif Hamm. The Agency may change the TO Procurement Officer at any time by written notice.
  - e) “TO Agreement” means this signed TO Agreement between DoIT and TO Contractor.
  - f) “TO Contractor” means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is \_\_\_\_\_.
  - g) “TO Manager” means Julia Fischer. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
  - h) “TO Technical Proposal” means the TO Contractor’s technical response to the CATS+ TORFP dated date of TO Technical Proposal.
  - i) “TO Financial Proposal” means the TO Contractor’s financial response to the CATS+ TORFP dated date of TO Financial Proposal.
  - j) “TO Proposal” collectively refers to the TO Technical Proposal and TO Financial Proposal.
2. Scope of Work
  - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supersede the Master Contract.
  - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 3 of the CATS+ 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+ TORFP
    - c) Exhibit B – TO Technical Proposal
    - d) Exhibit C – TO Financial Proposal

- 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+ TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of one (1) year, commencing on the date the TO Agreement is fully executed and terminating on the first anniversary thereof. At the sole option of the State, this TO Agreement may be extended for two (2) additional, one (1) year periods for a total TO Agreement period of up to three (3) years, ending on the fifth anniversary thereof.
4. Consideration and Payment
- 4.1 The consideration to be paid the TO Contractor shall not exceed \$\_\_\_\_\_. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.
- 4.2 Payments to the TO Contractor shall be made as outlined Section 3 of the CATS+ TORFP, but no later than thirty (30) days after the Agency's receipt of a proper invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.
- 4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is \_\_\_\_\_. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to the Agency TO Manager unless otherwise specified herein.
- 4.4 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer.



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

TO Contractor Name

\_\_\_\_\_  
By: Type or Print TO Contractor POC

\_\_\_\_\_  
Date

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

STATE OF MARYLAND, DoIT

\_\_\_\_\_  
By: Larif Hamm TO Procurement Officer

\_\_\_\_\_  
Date

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

Approved for form and legal sufficiency this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
Kevin Harp  
Assistant Attorney General

**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)

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

- 1) For this TORFP,
  - a) Master Contractors shall comply with all personnel requirements defined under the Master Contract RFP 060B2490023.
  - b) Master Contractors shall propose the resource that best fits the specified CATS+ Labor Category. A Master Contractor may only propose against labor categories in the Master Contractor’s CATS+ Master Contract Financial Proposal.
  - c) A Master Contractor’s entire TO Technical Proposal will be deemed not susceptible for award if any of the following occurs:
    - i) Failure to follow these instructions.
    - ii) Failure to propose a resource for each job title or labor category identified in the TORFP as a required submission.
    - iii) Failure of any proposed resource to meet minimum requirements as listed in this TORFP and in the CATS+ Master Contract.
    - iv) Placing content on the Minimum Qualifications Summary that is not also on the Personnel Resume Form. *The function of the Minimum Qualifications Summary is to aid the agency to make a minimum qualification determination. Information on the Minimum Qualification Summary must correspond with information on the Personnel Resume form and shall not contain additional content not found on the other form.*
  - d) Complete and sign the **Minimum Qualifications Summary** (Attachment 5A) and the **Personnel Resume Form** (Attachment 5B) for each resource proposed. Alternate resume formats are not allowed.
    - i) The **Minimum Qualifications Summary** demonstrates the proposed resource meets minimum qualifications for the labor category, as defined in the CATS+ Master Contract RFP Section 2.10, and any additional minimum requirements stated in this TORFP. For each minimum qualification, indicate the location on the Personnel Resume Form (5B) demonstrating meeting this requirement.

Only include the experience relevant to meeting a particular minimum qualification. Every skill must be linked to specific work experience and/or education. *The Minimum Qualification Summary shall not contain content that cannot be correlated to the Personnel Resume form.*

Every experience listed on the Minimum Qualifications Resume Summary must be explicitly listed with start and stop dates. 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 the mandatory time requirement; in this case, three months. Note: Overlapping time periods shall only count once against a specific minimum qualification (i.e., a minimum qualification may not be met by listing two examples occurring during the same time period.).

- ii) The **Personnel Resume Form** provides resumes in a standard format. Additional information may be attached to each Personnel Resume Summary if it aids a full and complete understanding of the individual proposed.

**ATTACHMENT 5A – MINIMUM QUALIFICATIONS SUMMARY**

CATS+ TORFP # 060B7400074

*All content on this form must also be on the Personnel Resume Form.  
ONLY include information on this summary that supports meeting a minimum qualification.*

Proposed Individual’s Name and Company/Sub-Contractor:	List how the proposed individual meets each requirement by including a reference to relevant entries in Form 5B									
<b>LABOR CATEGORY TITLE – (GEOGRAPHIC INFORMATION SYSTEMS TECHNICIAN I)</b>										
Education: Insert the education description from the CATS+ Master Contract RFP from Section 2.10 for the applicable labor category	(Identify school or institution Name; Address; Degree obtained and dates attended.)									
Generalized Experience: Insert the generalized experience description from the CATS+ Master Contract RFP from Section 2.10 for the applicable labor category  Provide dates in the format of MM/YY to MM/YY	(Identify specific work experiences from the resume that illustrate compliance with the Master Contract RFP Labor Category requirements for Generalized Experience.) <table border="1"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>Job Title and Company</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td>Match to Form 5B:</td> <td colspan="2">&lt;insert cross-reference(s) to the full description on Form 5B&gt;</td> </tr> </tbody> </table>	FROM	TO	Job Title and Company				Match to Form 5B:	<insert cross-reference(s) to the full description on Form 5B>	
FROM	TO	Job Title and Company								
Match to Form 5B:	<insert cross-reference(s) to the full description on Form 5B>									
Specialized Experience: Insert the specialized experience description from the CATS+ Master Contract RFP from Section 2.10 for the applicable labor category  Provide dates in the format of MM/YY to MM/YY	(Identify specific work experiences from the resume that illustrate compliance with the Master Contract RFP Labor Category requirements for Specialized Experience.) <table border="1"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>Job Title and Company</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td>Match to Form 5B:</td> <td colspan="2">&lt;insert cross-reference to the full description on Form 5B&gt;</td> </tr> </tbody> </table>	FROM	TO	Job Title and Company				Match to Form 5B:	<insert cross-reference to the full description on Form 5B>	
FROM	TO	Job Title and Company								
Match to Form 5B:	<insert cross-reference to the full description on Form 5B>									
TORFP Additional Requirements Minimum qualifications and required certifications as defined in Section 2.1 of this TORFP.  Provide dates in the format of MM/YY to MM/YY										

The information provided on this form for this labor class is true and correct to the best of my knowledge (Signatures must be included):

**Master Contractor Representative:**

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

**Proposed Individual:**

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

**ATTACHMENT 5B – PERSONNEL RESUME FORM**

CATS+ TORFP # 060B7400074

Instructions: Submit one resume form for each resource proposed. Do not submit other resume formats. Fill out each box as instructed. Failure to follow the instructions on the instructions page and in TORFP may result in the TO Proposal being considered not susceptible for award.

Resource Name:	
Master Contractor:	<insert Master Contractor name> Sub-Contractor (if applicable):
Proposed CATS+ Labor Category:	GEOGRAPHIC INFORMATION SYSTEMS TECHNICIAN I
Job Title (As listed in TORFP):	GEOGRAPHIC INFORMATION SYSTEMS TECHNICIAN I

**Education / Training (start with most recent degree / certificate)**

Institution Name / City / State	Degree / Certification	Year Completed	Field Of Study
<add lines as needed>			

**Relevant Work Experience\***

Describe work experience relevant to the Duties / Responsibilities and Minimum Qualifications described in Section 3 of the TORFP. Start with the most recent experience first; do not include experience not relevant to the scope of this TORFP; use [Employment History below for full employment history](#). Enter dates as MM/YY – MM/YY. Add lines as needed.

[Organization] [Title / Role] [Period of Employment / Work (MM/YY – MM/YY)] [Location] [Contact Person (Optional if current employer)] [Technologies Used]	Description of Work (recommended: organize work descriptions to address minimum qualifications and other requirements)
[Organization] [Title / Role] [Period of Employment / Work MM/YY – MM/YY] [Location] [Contact Person] [Technologies Used]	Description of Work (recommended: organize work descriptions to address minimum qualifications and other requirements)

\*Fill out each box. Do not enter “see resume” as a response.

**A) References for Proposed Resource (if requested in the TORFP)**

List persons the State may contact as employment references. Add lines as needed.

Reference Number:	1
Date From:	<mm/yy>
Date To:	<mm/yy>
Organization Name:	<insert organization name>





**ATTACHMENT 6 – PRE-PROPOSAL CONFERENCE RESPONSE FORM**

Solicitation Number 060B7400074

GIS Support & Services

A Pre-proposal conference will be held at 2:00pm, on 04/17/2017. Please return this form by 04/14/2017, advising whether or not you plan to attend.

Return this form to the TO Procurement Officer via e-mail:

Larif Hamm  
Department of Information Technology  
100 Community Place  
Crownsville, MD 21032  
[Larif.Hamm@Maryland.Gov](mailto:Larif.Hamm@Maryland.Gov)

Please indicate:

\_\_\_\_\_ Yes, the following representatives will be in attendance:

- 1.
- 2.
- 3.

\_\_\_\_\_ No, we will not be in attendance.

Please specify whether any reasonable accommodations are requested ( see RFP 1.7 “Pre-Proposal Conference”):

\_\_\_\_\_  
Signature Title

\_\_\_\_\_  
Name of Firm (please print)

**ATTACHMENT 7 – NOTICE TO PROCEED (SAMPLE)**

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS+ Solicitation Number (TORFP #): 060B7400074

Dear TO Contractor Contact:

This letter is your official Notice to Proceed as of Month Day, Year, for the above-referenced Task Order Agreement. Mr. / Ms. \_\_\_\_\_ of the Department of Information Technology (Agency Name) will serve as the TO Manager and your contact person on this Task Order. He / She can be reached at telephone \_\_\_\_\_.

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

Sincerely,

Larif Hamm

Task Order Procurement Officer

Enclosures (2)

cc: Julia Fischer, TO Manager

Procurement Liaison Office, Department of Information Technology

Project Oversight Office, Department of Information Technology

**ATTACHMENT 8 – AGENCY DELIVERABLE PRODUCT ACCEPTANCE FORM**

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.

**ATTACHMENT 9 – NON-DISCLOSURE AGREEMENT (OFFEROR)**

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.

## ATTACHMENT 10 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made as of this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the State of Maryland ("the State"), acting by and through its Department of Information Technology, DoIT, (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 <<Solicitation Title>> TORFP No. 060B7400074 dated \_\_\_\_\_, (the “TORFP”) issued under the Consulting and Technical Services procurement issued by the Department or Agency, Project Number 060B2490023; 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. 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 means (1) any and all information provided by or made available by the State to the TO Contractor in connection with the TO Agreement and (2) any and all personally identifiable information (PII) (including but not limited to personal information as defined in Md. Ann. Code, State Govt. § 10-1301) and protected health information (PHI) that is provided by a person or entity to the TO Contractor in connection with this TO Agreement. 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 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 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 certification, in the form of Exhibit B, that they have read this Agreement and agree to be bound by its terms and conditions. TO Contractor shall update Exhibit A by adding additional names as needed, from time to time and having such individuals execute a certification.
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 or Agency, all Confidential Information in its care, custody, control or possession upon request of the Department or Agency 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 Master Contract Agreement between the TO Contractor and the State.
- 8. TO Contractor acknowledges that any failure by the TO Contractor or the TO Contractor’s Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the TO Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The TO Contractor consents to personal jurisdiction in the Maryland State Courts. The State’s rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages from the TO Contractor and the TO Contractor’s Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys’ fees and disbursements) that are attributable, in whole or in part to any failure by the TO Contractor or any of the TO Contractor’s Personnel to comply with the requirements of this Agreement, the TO Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
- 9. TO Contractor and each of the TO Contractor’s Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement and the TO Contractor shall provide originals of such executed Agreements to the State.
- 10. The parties further agree that:
  - a) This Agreement shall be governed by the laws of the State of Maryland;
  - b) The rights and obligations of the TO Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;
  - c) The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
  - d) The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
  - e) Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and
  - f) The Recitals are not merely prefatory but are an integral part hereof.

**TO Contractor/TO Contractor’s Personnel:**

**DoIT:**

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

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

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

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

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

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

**EXHIBIT A – FOR THE NONDISCLOSURE AGREEMENT (TO CONTRACTOR)**  
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

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

## EXHIBIT B

**CONFIDENTIALITY AGREEMENT AND CERTIFICATE**

\_\_\_\_\_ affirms and states as follows:

1. I am \_\_\_\_\_ and am employed as a

\_\_\_\_\_ by \_\_\_\_\_.

2. I understand that it may be necessary for me to review confidential documents, or to be provided with information derived from confidential documents (collectively herein "Confidential Information"), as defined in the Non-Disclosure Agreement (TO Contractor) dated \_\_\_\_\_ ("the NDA"), which was agreed to by the Maryland Department of Information Technology and \_\_\_\_\_ (TO Contractor).

3. I have received and read a copy of the NDA and I fully understand its provisions. I understand and agree to be bound by the terms of the NDA, and to be personally responsible for preserving the confidentiality of documents and information in accordance with the NDA.

4. I will not disseminate any Confidential Information to any person, at any time, except in accordance with the strict terms and conditions of the NDA.

5. I will not use any Confidential Information at any time, for any person or entity, for any purposes other than as provided by the NDA.

6. The only persons with whom I shall have contact in connection with discussions about Confidential Information are those designated in the NDA.

7. I agree to immediately notify TO Contractor if I learn that the terms of the NDA or this Affidavit have been violated.



I solemnly affirm under the penalties of perjury that the matters set forth herein are true and correct.

\_\_\_\_\_

Print name: \_\_\_\_\_

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

**ATTACHMENT 11 – TO CONTRACTOR SELF-REPORTING CHECKLIST**

The purpose of this checklist is for CATS+ Master Contractors to self-report on adherence to procedures for task orders (TO) awarded under the CATS+ Master Contract. Requirements for TO management can be found in the CATS+ 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@maryland.gov](mailto:contractoversight.doit@maryland.gov) 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:	
<b>Section 1 – Task Orders with Invoices Linked to Deliverables</b>	
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)	
<b>Section 2 – Task Orders with Invoices Linked to Time, Labor Rates and Materials</b>	
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)	
<b>Section 3 – Substitution of Personnel</b>	
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)
Was the substitute approved by the agency in writing? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)
<b>Section 4 – MBE Participation</b>
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 2-4A, 2-4B, and 2-5 submitted monthly? Yes <input type="checkbox"/> No <input type="checkbox"/> (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 subcontractor; \$10,000 was paid to date on the TO; the MBE percentage is 30% ( $3,000 \div 10,000 = 0.30$ ))
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)
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)
<b>Section 5 – TO Change Management</b>
A) Is there a written change management procedure applicable to this TO? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)
B) Does the change management procedure include the following?  Yes <input type="checkbox"/> No <input type="checkbox"/> Sections for change description, justification, and sign-off 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) 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)
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)
D) Is the change management procedure being followed? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)

SUBMIT AS INSTRUCTED IN TORFP.

**ATTACHMENT 12 – LIVING WAGE AFFIDAVIT OF AGREEMENT**

Contract No. \_\_\_\_\_

Name of Contractor \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

**If the Contract is Exempt from the Living Wage Law**

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

Bidder/Offeror is a nonprofit organization

Bidder/Offeror is a public service company

Bidder/Offeror employs 10 or fewer employees and the proposed contract value is less than \$500,000

Bidder/Offeror employs more than 10 employees and the proposed contract value is less than \$100,000

**If the Contract is a Living Wage Contract**

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

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

All employee(s) proposed to work on the State contract will spend less than one-half of the employee’s time during every work week on the State contract;

All employee(s) proposed to work on the State contract will be 17 years of age or younger during the duration of the State contract; or

All employee(s) proposed to work on the State contract will work less than 13 consecutive weeks on the State contract.

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

Name of Authorized Representative: \_\_\_\_\_

Signature of Authorized Representative \_\_\_\_\_

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

Witness Name (Typed or Printed): \_\_\_\_\_

Witness Signature and Date: \_\_\_\_\_

**ATTACHMENT 13 – MERCURY AFFIDAVIT**

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.

**ATTACHMENT 14 – VETERAN SMALL BUSINESS ENTERPRISE PARTICIPATION  
(VSBE) FOR STATE OF MARYLAND**

The VSBE participation goal is 0%

**ATTACHMENT 15 – CERTIFICATION REGARDING INVESTMENTS IN IRAN**

**Authority:** State Finance & Procurement, §§17-701 – 17-707, Annotated Code of Maryland [Chapter 447, Laws of 2012.]

**List:** The Investment Activities in Iran list identifies companies that the Board of Public Works has found to engage in investment activities in Iran; those companies may not participate in procurements with a public body in the State. “Engaging in investment activities in Iran” means:

- A. Providing goods or services of at least \$20 million in the energy sector of Iran; or
- B. For financial institutions, extending credit of at least \$20 million to another person for at least 45 days if the person is on the Investment Activities In Iran list and will use the credit to provide goods or services in the energy of Iran.

*The Investment Activities in Iran list is located at: [www.bpw.state.md.us](http://www.bpw.state.md.us)*

**Rule:** A company listed on the Investment Activities In Iran list is ineligible to bid on, submit a proposal for, or renew a contract for goods and services with a State Agency or any public body of the State. Also ineligible are any parent, successor, subunit, direct or indirect subsidiary of, or any entity under common ownership or control of, any listed company.

*NOTE: This law applies only to new contracts and to contract renewals. The law does not require an Agency to terminate an existing contract with a listed company.*

**CERTIFICATION REGARDING INVESTMENTS IN IRAN**

The undersigned certifies that, in accordance with State Finance & Procurement Article, §17-705:

- (i) it is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in §17-702 of State Finance & Procurement; and
- (ii) it is not engaging in investment activities in Iran as described in State Finance & Procurement Article, §17-702.

The undersigned is unable make the above certification regarding its investment activities in Iran due to the following activities:

Name of Authorized Representative: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

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

Witness Name (Typed or Printed): \_\_\_\_\_

Witness Signature and Date: \_\_\_\_\_

**ATTACHMENT 16 – SAMPLE WORK ORDER**

<b>WORK ORDER</b>		<b>Work Order #</b>	<b>Contract #</b>
This Work Order is issued under the provisions of the Task Order. The services authorized are within the scope of services set forth in the <i>Purpose</i> of the Work Order.			
<b>Purpose</b>			
<b>Statement of Work Requirements</b> ( <i>Uniquely number each requirement</i> ):			
<b>Deliverable(s), Acceptance Criteria and Due Date(s)</b> ( <i>Uniquely number each Deliverable</i> ):			
Deliverables are subject to review and approval by DoIT prior to payment. ( <i>Attach additional sheets if necessary</i> )			
<b>Start Date</b>		<b>End Date</b>	
<b>Cost</b>			
<b>Description for Task / Deliverables</b>	<b>Quantity (if applicable)</b>	<b>Labor Hours (Hrs.)</b>	<b>Labor Rate</b>
			<b>Estimate Total</b>
1.			\$
2.			\$
*Include WBS, schedule and response to requirements.			DoIT shall pay an amount not to exceed \$
<b>Contractor</b>		<b>Agency Approval</b>	
(Signature) Contractor Authorized Representative (Date)		(Signature) TO Manager (Date)	
POC	(Print Name)	TO Manager	(Print Name)
Telephone No.		Telephone No.	
E-mail:		E-mail:	

**ATTACHMENT 17 – CRIMINAL BACKGROUND CHECK AFFIDAVIT**

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.