

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

Enterprise Services Support

CATS+ TORFP # C80B5200046



Issue Date: February 5, 2015

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KEY INFORMATION SUMMARY SHEET

This CATS+ TORFP is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - 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 3).

TORFP Title:	Enterprise Services Support
TO Project Number (TORFP #):	C80B5200046
Functional Area:	FA1 – Enterprise Service Provider (ESP)
TORFP Issue Date:	02/05/2015
Questions Due Date and Time:	02/12/2015 at 05:00 PM EST
Closing Date and Time:	02/26/2015 at 05:00 PM EST
TO Requesting Agency:	Office of the Public Defender (OPD)
Send Questions and Proposals to:	Kathleen Mattis Email: kmattis@opd.state.md.us
TO Procurement Officer:	Kathleen Mattis Office Phone Number: 410-767-8481 Office FAX Number: 410-333-4503 e-mail address: kmattis@opd.state.md.us
TO Manager:	Michael Cummings Office Phone Number: 410-223-3754 Office FAX Number: 410-223-3753 e-mail address: mcummings@opd.state.md.us
TO Type:	Fixed price
Period of Performance:	Two (2) year base period with three (3) one-year option periods
MBE Goal:	0%
VSBE Goal:	0%
Small Business Reserve (SBR):	No
Primary Place of Performance:	IT Division central office, currently: OPD , IT Division 201 East Baltimore Street, Suite 800 Baltimore, MD 21202
TO Pre-proposal Conference:	A pre-proposal conference will not be held.

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; ensuring compliance with the terms and conditions of the CATS+ Master Contract.

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 CATS+ Master Contractor awarded the TO Agreement. The TO Contractor shall provide human resources as necessary to perform the services described in this TORFP Scope of Work.
- D. **TO Contractor Manager** - 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 resolve any issues that may arise pertaining to the TO contractor support personnel. The TO Contractor Manager will serve as liaison between the TO Manager and the senior TO Contractor management.

The TO Contractor will provide invoices as specified under Section 2.12 Invoicing. The TO Contractor is responsible for making payments to the TO Contractor personnel.

- E. **TO Contractor Personnel** – Any resource provided by the TO Contractor in support of this TO over the course of the TO period of performance.
- F. **Proposed Personnel** – Any individual named in the TO Proposal by the Master Contractor to perform work under the scope of this TORFP. Proposed personnel shall start as of TO Agreement issuance unless specified otherwise.

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 2 - Scope of Work. A specific TO Agreement, Attachment 3, will then be

entered into between the State and the selected Master Contractor, which will bind the selected Master Contractor (TO Contractor) to the contents of its TO Proposal, including the 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 submission is determined by the date and time of arrival in the TO Procurement Officer's e-mail inbox.

1.5 ORAL PRESENTATIONS/INTERVIEWS

All Offerors and proposed staff will be required to make an oral presentation to State representatives in the form of 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 interviews.

Interviews, which are a type of oral presentation, will be performed by phone **or** in person for all Offerors meeting minimum qualifications. All candidates shall be interviewed in substantially the same manner. The Procurement Officer shall, for each round of interviews, determine whether phone or in-person interviews will be utilized.

In the event that more than ten (10) qualified proposals are received, the TO Procurement Officer may elect to follow a down-select process as more fully described in Section 4.3.

1.6 QUESTIONS

All questions must be submitted via email 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.

Answers can be considered final and binding only when they have been answered in writing by the State.

1.7 TO PRE-PROPOSAL CONFERENCE

A pre-proposal conference will not be held for this TORFP.

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 a conflict 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 for this TORFP is limited to the total TO Agreement amount.

1.10 CHANGE ORDERS

If the TO Contractor is required to perform work beyond the scope of Section 2 of this TORFP, 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

Expenses for travel and other costs shall be reimbursed only with prior approval by the TO Manager.

1.12 MINORITY BUSINESS ENTERPRISE (MBE)

For MBE goal and sub-goal information, reference the Key Information Summary Sheet above.

1.13 VETERAN OWNED SMALL BUSINESS ENTERPRISE (VSBE)

For VSBE goal information, reference the Key Information Summary Sheet above, representing the percentage of total fees paid for services under this TO. By submitting a response to this solicitation, the bidder or offeror agrees that this percentage of the total dollar amount of the contract will be performed by verified VSBEs.

1.14 NON-DISCLOSURE AGREEMENT

1.14.1 NON-DISCLOSURE AGREEMENT (OFFEROR)

A reading room is currently not anticipated for this TORFP, however in the event that the need arises, the following applies:

Certain system documentation may be available for potential Offerors to review at a reading room at OPD's address. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of Attachment 10. Please contact the TO Procurement Officer of this TORFP to schedule an appointment.

1.14.2 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, employees and agents who review such documents will be required to sign a Non-Disclosure Agreement (TO Contractor) in the form of Attachment 11.

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 adopted by the Commissioner of Labor and Industry.

All TO Proposals shall be accompanied by a completed Living Wage Affidavit of Agreement, Attachment 13 of this TORFP.

1.16 IRANIAN NON-INVESTMENT

All TO Proposals shall be accompanied by a completed Certification Regarding Investments in Iran, Attachment 16 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 12 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 update and resend the checklist to DoIT.

1.18 MERCURY AND PRODUCTS THAT CONTAIN MERCURY

THIS SECTION DOES NOT APPLY TO THIS TORFP.

1.19 PURCHASING AND RECYCLING ELECTRONIC PRODUCTS

THIS SECTION DOES NOT APPLY TO THIS TORFP.

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SECTION 2 - SCOPE OF WORK

2.1 PURPOSE

The OPD is issuing this CATS+ TORFP to one Master Contractor in order to obtain support for OPD's Information Technology systems. The scope of work for this TORFP includes primarily one (1) senior network support resource and one (1) senior database support resource, with any additional required support to be provided via the Work Order process described in 2.12.3. The senior network resource shall be required to manage OPD's Local Area Network (LAN), Wide Area Network (WAN), and related network administration tasks. The senior database support resource shall be required to provide Microsoft SQL Server Database Administration Services, including developing, enhancing, maintaining and supporting our mission critical business applications including ProLaw (case management) and HRIS (human resources). Both resources shall also support other current or future client/server and web-based OPD systems as directed by the TO Manager.

As part of the evaluation of the proposal for this TO, **Master Contractors shall propose exactly two (2) named resources, who will provide services on a fixed-annualized rate basis.**

The OPD intends to award this Task Order to one (1) Master Contractor that proposes two resources that can best satisfy the TO requirements.

2.2 REQUESTING AGENCY BACKGROUND

The OPD for the State of Maryland represents indigent defendants charged in criminal proceedings throughout the State of Maryland. OPD handles over 200,000 cases each year and has 920 total employees located in more than 50 locations throughout the State. OPD's Information Technology Division supports all employees in their use of desktop and mission-critical applications. OPD utilizes ProLaw as its case management system. All employees track and record case-related activities use ProLaw. OPD's network infrastructure includes Windows XP desktop systems, Windows Server 2003 and 2008 on its servers, and the offices are networked in a hub and spoke architecture. The infrastructure includes Dell desktops, servers, Cisco routers, and switches.

2.3 PROJECT BACKGROUND

This task order is intended to ensure that OPD's Information Technology infrastructure is maintained and enhanced so it can continue to serve as the solid foundation of productivity improvement. It has been found that in providing its services, the OPD Information Technology team needs to continue to supplement its knowledge with the support of additional expertise with respect to the newly deployed technologies and their implementation at OPD. OPD's current environment consists, among others, of:

- A. Dell 380 and 755 desktop systems running Windows XP,
- B. Dell servers running Windows Server 2003,
- C. Cisco 3600, 2600, 1800, and 1000 routers,
- D. Cisco 4500, 3500 and 2900 switches, and
- E. Exchange 2007.

OPD currently has two resources providing full-time support for the OPD systems.

2.4 PROFESSIONAL DEVELOPMENT

Any IT services personnel provided under this TORFP shall maintain any required professional certifications for the duration of the resulting TO.

The TO Contractor shall ensure continuing education opportunities for the personnel provided to support this TORFP.

With TO Requesting Agency prior approval, the time allocated to these continuing education activities for staff deployed to TO Requesting Agency on a full-time basis may be charged to this task order. Actual course costs, travel, and related expenses are the responsibility of the TO Contractor. Eligible continuing education shall be associated with technologies currently used or anticipated for use by the OPD in the near future.

2.5 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
- 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.

2.6 REQUIREMENTS

2.6.1 FUNCTIONAL / BUSINESS REQUIREMENTS

2.6.1.1 Network Support Requirements

TO Contractor’s Senior Network Support Resource shall:

ID #	Network Functional / Business Requirements
2.6.1.1.1	Analyze user needs and design effective PC/LAN/WAN solutions.
2.6.1.1.2	Perform long range capacity planning; make configuration, enhancement and security recommendations. Migrate to networkMaryland™ as available.
2.6.1.1.3	Train OPD network specialists to perform daily support functions and to verify network conditions.
2.6.1.1.4	Develop and update network diagrams.
2.6.1.1.5	Mentor other staff members on network technologies.
2.6.1.1.6	Assist in security policy reviews.

2.6.1.1.7	Document various support processes such as: restart procedures, review of log-files, etc.
2.6.1.1.8	Provide other Network Support activities as required, and directed by the TO Manager.

2.6.1.2 Database Support Requirements

TO Contractor’s Senior Database Support Resource shall:

ID #	Database Functional / Business Requirements
2.6.1.2.1	Ensure servers are current with SQL Server patches and security updates.
2.6.1.2.2	Perform long range capacity planning; make configuration, enhancement and security recommendations.
2.6.1.2.3	Train OPD network specialists to perform daily support functions, and to verify database conditions.
2.6.1.2.4	Develop and update database procedures.
2.6.1.2.5	Mentor other staff members on database technologies.
2.6.1.2.6	Assist in database security policy reviews.
2.6.1.2.7	Document various support processes such as: restart procedures, review of log files, etc.
2.6.1.2.8	Provide other Database Support activities as required, and directed by the TO Manager.

2.6.2 TECHNICAL REQUIREMENTS

2.6.2.1 Network Support Technical Requirements

TO Contractor’s Senior Network Support Resource shall:

ID #	Technical Requirements
2.6.2.1.1	Implement security releases, network upgrades, and operation of LAN/WAN system software.
2.6.2.1.2	Implement Wireless 802.3(X) technologies as needed/requested.
2.6.2.1.3	Maintain firewalls, web filters, spam blockers, etc.
2.6.2.1.4	Administer virtual LAN (VLAN) technologies.
2.6.2.1.5	Maintain existing Outlook and Exchange environments.
2.6.2.1.6	Administer existing Windows servers, including operating system (OS) patches and upgrades.
2.6.2.1.7	Provide Tier 3 – expert level support to the Help Desk technicians. See Section 2.19 for Service Level Agreement on support.
2.6.2.1.8	Configure and manage Cisco Internetworking Operating System (IOS) upgrades.
2.6.2.1.9	Work with networkMaryland™ to maximize utilization of State’s infrastructure.

2.6.2.1.10	Propose solutions, implement, and provide support for handheld wireless devices.
2.6.2.1.11	Support Apple OSX desktop systems.
2.6.2.1.12	Manage and support server backups (Symantec Backup Exec).
2.6.2.1.13	Manage and update Symantec Anti-Virus.
2.6.2.1.14	Configure and maintain Virtual Computing Environment (VMWare).

2.6.2.2 Database Support Technical Requirements

TO Contractor’s Senior Database Support Resource shall:

ID #	Technical Requirements
2.6.2.2.1	Ensure proper functioning and performance of ProLaw database.
2.6.2.2.2	Ensure proper functioning of SQL Server replication for ProLaw database.
2.6.2.2.3	Ensure proper functioning of ProLaw reporting database.
2.6.2.2.4	Develop and maintain ProLaw web-based reports.
2.6.2.2.5	Develop database triggers as needed.
2.6.2.2.6	Tune SQL databases as required.
2.6.2.2.7	Provide Tier 3 – expert level support to the Help Desk technicians. See Section 2.19 for Service Level Agreement on support.
2.6.2.2.8	Establish and monitor SQL database backup and recovery processes.
2.6.2.2.9	Establish the processes, procedures, and standards for managing ProLaw SQL database.
2.6.2.2.10	Provide analysis and input to the Long Range Capacity Plan.

2.6.3 NON-FUNCTIONAL, NON-TECHNICAL REQUIREMENTS

TO Contractor’s Senior Network Support Resource and Senior Database Support Resource shall:

ID #	Non-Functional, Non-Technical Requirements
3.6.3.1	Comprehend complex verbal instructions in English.
3.6.3.2	Attend internal and external meetings as required.
3.6.3.3	Perform other duties as assigned.

2.6.4 TO CONTRACTOR RESPONSIBILITIES

OPD expects the TO Contractor to provide support to its resources, particularly in the area of backfill when resources are temporarily unavailable. Offeror shall describe in its technical response to this TORFP how the on-site staff assigned to this TO will be backfilled during the TO period.

TO Contractor Personnel shall, on an annualized basis, perform no fewer than 2000 hours each in support of OPD initiatives. OPD intends these two resources to be provided as staff equivalents. In return for this guaranteed annual number of hours, resources will be expected to provide service and hours such that when the job requires it, may be required to work more than the equivalent of 40 hours per week at the annualized price provided on the Price Sheet. The Contractor’s fixed price bid should reflect this.

If deemed necessary to support the OPD’s IT systems, TO Contractor shall provide additional services as identified by OPD in a Fixed Price Work Order (Section 2.12.3).

2.6.5 TO CONTRACTOR PERSONNEL DUTIES AND RESPONSIBILITIES

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

2.6.6 SERVICE LEVEL AGREEMENT (SLA)

The TO Contractor shall address system issues that relate to network and database support for critical business applications including ProLaw (case management) and HRIS (human resources) according to the following predefined service levels. The State has the authority to establish and modify the priorities.

Level	Category	Description	Service Level
Priority 1 and 2	Severe Problem Critical Problem	A service, access, and/or functionality is unavailable but a readily available alternative solution or workaround does exist	Notification to the TO Manager within one (1) hour; work towards resolution within one (1) business day (Monday through Friday, excluding State of Maryland holidays and Service Reduction Days)
Priority 3 and 4	Isolated Problem Degraded Performance Configuration Control	Limited to a few users; degraded application functionality	Notification to the TO Manager within one (1) business day; work towards resolution within five (5) business days. (Monday through Friday, excluding State of Maryland holidays and Service Reduction Days)

2.6.7 BACKUP / DISASTER RECOVERY

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

2.6.8 REQUIREMENTS FOR HARDWARE, SOFTWARE, AND MATERIALS

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

2.7 PERFORMANCE AND PERSONNEL

2.7.1 WORK HOURS

- A. Minimum and Maximum Hours: TO Contractor personnel shall typically work 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. TO Contractor Personnel may be asked to support efforts outside core business hours, and may also be asked to perform this with no additional compensation in return for an annualized rate.
- B. State-Mandated Service Reduction Days: TO Contractor personnel shall be required to provide emergency support on State-mandated Service Reduction Days as well as State Furlough Days.
- C. 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.

2.7.2 PERFORMANCE EVALUATION

THIS SECTION DOES NOT APPLY.

2.7.3 PERFORMANCE ISSUE MITIGATION

At any time during the TO period of performance, should the performance of a TO Contractor resource be unsatisfactory as determined by the TO Manager, the OPD will pursue the following mitigation procedures prior to requesting a replacement employee:

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

2.7.4 SUBSTITUTION OF PERSONNEL AFTER AWARD

The substitution of personnel procedures 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 personnel specifying their intended approved labor category. Any proposed substitute personnel shall have qualifications equal to or better than those of the replaced personnel.
- C) Proposed substitute personnel shall be approved by the TO Manager. The TO Manager shall have the option to interview the proposed substitute personnel. 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.

2.7.5 PREMISES AND OPERATIONAL SECURITY

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

2.8 DELIVERABLES

2.8.1 DELIVERABLE SUBMISSION

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.

2.8.2 DELIVERABLE ACCEPTANCE

A final deliverable shall satisfy the scope and requirements of this TORFP for that deliverable, including the quality and acceptance criteria for a final deliverable as defined in Section 2.8.4 Deliverable Descriptions/Acceptance Criteria.

In the event of rejection, the TO Manager will formally communicate in writing any deliverable deficiencies or non-conformities to the TO Contractor, describing in those deficiencies what shall be corrected prior to acceptance of the deliverable 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.

2.8.3 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.

2.8.4 DELIVERABLE DESCRIPTIONS / ACCEPTANCE CRITERIA

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

2.8.4.1 TO Contractor's Senior Network Support Resource Deliverables

The TO Contractor's Senior Network Support Resource shall be responsible for compiling and submitting to the TO Manager the following:

Deliverable ID #	Deliverable Description	Due Date / Frequency	Acceptance Criteria
2.8.4.1.1	Bi-Weekly Time sheet	Bi-weekly on 1 st of the Week.	MS Word or Excel document that shall contain, as a minimum, the following information: <ul style="list-style-type: none"> Records hours worked on a daily basis for prior to weeks Information on TO Contractor Resource (Name, Contact, etc.)
2.8.4.1.2	Bi-Weekly Work Efforts and Status	Bi-weekly on 1 st of the Week.	MS Word document which contains: <ul style="list-style-type: none"> Individual bi-weekly timesheets for each TO Contractor FTE ; Assigned work efforts and status (completed, work-in-progress, on-hold with anticipated date of completion) and issues identified; Emergency work efforts, including any issues identified; Proposed work activities for next two weeks.
2.8.4.1.3	Long-Range capacity plan	NTP + 180 Calendar Days	MS Word document that contains information on: <ul style="list-style-type: none"> Analysis of current capacity Projection of expected growth Recommendations for meeting growth Cost projection for supporting capacity
2.8.4.1.4	Network Diagrams	NTP + 90 Calendar Days Updated Quarterly	MS Word or Visio document that contains information on: <ul style="list-style-type: none"> Current network topology Location of various equipment
2.8.4.1.5	Network training class and materials for IT staff on network architecture	NTP + 270 Calendar Days	MS PowerPoint document and delivery of training. MS PowerPoint shall contain information on: <ul style="list-style-type: none"> Training materials for the class Hands-on exercises for IT staff Information on OPD's current network architecture
2.8.4.1.6	Wireless Planning documentation	NTP + 270 Calendar Days	MS Word Document that contains information on: <ul style="list-style-type: none"> OPD site survey Recommendation on standards Implementation plan
2.8.4.1.7	System Update log	As needed	MS Word Document that contains information on: <ul style="list-style-type: none"> Description of system changes

2.8.4.2 TO Contractor's Senior Database Support Resource Deliverables

The TO Contractor's Senior Database Support Resource shall be responsible for compiling and submitting to the TO Manager the following:

Deliverable ID #	Deliverable Description	Due Date / Frequency	Acceptance Criteria
2.8.4.2.1	Bi-Weekly Timesheet Report	Bi-weekly on 1 st of the Week.	MS Word or Excel document that shall contain, as a minimum, the following information: <ul style="list-style-type: none"> Records hours worked on a daily basis for prior <u>two</u> weeks Information on TO Contractor Resource (Name, Contact)
2.8.4.2.2	Bi-Weekly Work Efforts and Status	Bi-weekly on 1 st of the Week.	MS Word document which contains: <ul style="list-style-type: none"> Individual bi-weekly timesheets for each TO Contractor FTE ; Assigned work efforts and status (completed, work-in-progress, on-hold with anticipated date of completion) and issues identified; Emergency work efforts, including any issues identified; Proposed work activities for next two weeks.
2.8.4.2.4	Database Schema	NTP + 90 Calendar Days Updated Quarterly	MS Word or Visio document that contains information on: <ul style="list-style-type: none"> Current ProLaw and HRIS Schema
2.8.4.2.5	ProLaw training classes for IT Staff and documentation	NTP + 270 Calendar Days	3 training sessions and materials documentation (beginner, intermediate, and advanced). Training Materials document in either PowerPoint or PDF.
2.8.4.2.6	System Update log	As needed	MS Word Document that contains information on: <ul style="list-style-type: none"> Description of system changes

2.9 MINIMUM QUALIFICATIONS

2.9.1 OFFEROR'S COMPANY MINIMUM QUALIFICATIONS

Only those Master Contractors that fully meet all minimum qualification criteria shall be eligible for TORFP proposal evaluation. The Master Contractor's proposal and references will be used to verify minimum qualifications. The Master Contractor's proposal shall demonstrate meeting the following minimum requirements:

2.9.2 OFFEROR'S PERSONNEL MINIMUM QUALIFICATIONS

Only those Master Contractors supplying key proposed personnel that fully meet all minimum qualification criteria shall be eligible for TORFP proposal evaluation.

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

Master Contractors may only propose **two (2) named personnel** in response to this TORFP. Resumes shall clearly outline starting dates and ending dates for each applicable experience or skills.

2.9.2.1 TO Contractor Sr. Network Support Resource Minimum Qualifications and Certifications

The Network Support resource proposed for this TORFP shall have at least ten (10) years of experience as a senior engineer and at least two (2) years as a senior support resource (concurrency allowed). The required experience shall be in the following technical areas:

- a) Five (5) years each of experience managing each of: Windows Server 2003 and 2007;
- b) Five (5) years of experience managing Active Directory;
- c) Five (5) years of experience managing TCP/IP and DNS;
- d) Three (3) years of experience configuring and maintaining Microsoft Exchange 2007;
- e) Five (5) years of experience maintaining Server Security;
- f) Five (5) years of experience with both networked and non-networked data Backup and Recovery ;
- g) Five (5) years of experience with design and support File and Print Services;
- h) Five (5) years of experience with design and support of Terminal Services;
- i) Ten (10) years of experience with design, support, configuration and management of a Switch Architecture;
- j) Five (5) years of experience with Rack-Mounting/Moving Network Equipment;
- k) Five (5) years of experience with Monitoring Server Performance; and
- l) Ten (10) years of experience with Cisco security, routing and switching technologies.

2.9.2.2 TO Contractor Sr. Database Support Resource Minimum Qualifications and Certifications

The Database Support resource proposed for this TORFP shall hold current MCTS and MCITP certifications for Microsoft SQL Server, and have at least five (5) years of experience as a senior database administrator and at least five (5) years of experience as a senior support resource (experience may be concurrent). The TO Contractor Personnel proposed for this TORFP shall also have five (5) years of Microsoft SQL Server database administration experience and at least five (5) years of Microsoft SQL

programming with experience troubleshooting and investigating complex database issues. The required experience shall be in the following technical areas:

- a) Five (5) years of working knowledge of Windows 2003 Server;
- b) Five (5) years of combined experience with both Microsoft SQL Server 2003 and 2005.
- c) Five (5) years of working knowledge and experience with Active Directory;
- d) Five (5) years of working knowledge of Security and network components;
- e) Five (5) years of working knowledge and experience in creating scripts for backing up data;
- f) Five (5) years of working knowledge and experience with SQL Server Enterprise Manager and Query Analyzer;
- g) Five (5) years of working knowledge and experience of SQL Server Reporting Services;
- h) Five (5) years of working knowledge of TCP/IP and DNS;
- i) Five (5) years of working knowledge of SMTP;
- j) Five (5) years of working knowledge of SQL Command and Programming;
- k) Current MCTS and MCITP certification for Microsoft SQL Server;
- l) Prior Experience managing and supporting ProLaw;
- m) Five (5) years of working knowledge of Microsoft Merge Replication.

2.10 TO CONTRACTOR AND PERSONNEL OTHER REQUIREMENTS

2.10.1 OFFEROR'S PERSONNEL OTHER QUALIFICATIONS

The actual length and level of experience possessed by each proposed support resource beyond the minimum personnel qualifications specified under §2.9.2 *et seq* will be weighed in determining the award of this TORFP. Substantially more than the specified minimum years of experience as to each qualification is strongly preferred for each resource.

2.10.1.1 Additional TO Contractor Sr. Network Support Resource Other Qualifications and Certifications

- A. Prior experience liaising with database personnel in maintaining and supporting ProLaw and its underlying infrastructure will be considered. The extent, duration, and character of such support will be significant. Experience with ProLaw version 9.x, the version currently used at OPD is considered particularly important.

2.10.1.2 Additional TO Contractor Sr. Database Support Resource Other Qualifications and Certifications

- A. Familiarity and experience with versions of Microsoft SQL Server subsequent to versions 2003 and 2005 is preferred.

- B. Length and depth of experience with Prolaw beyond the minimum specified is preferred and will weigh in the selection of the Database Support Resource. Such experience with version 9.x, the version of Prolaw currently used by OPD, is considered particularly important.
- C. Knowledge and experience with other case management systems, or with Enterprise Resource Planning applications (*e.g.* PeopleSoft) will also be considered.

2.11 RETAINAGE

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

2.12 INVOICING

Invoicing shall be submitted monthly. Invoicing shall be accompanied by signed PEF (Attachment 18). Payment of invoices will be withheld if a signed PEF (Attachment 18) is not submitted.

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 contain the TO Contractor's Federal Tax Identification Number, as well as the information described below, and shall be submitted to the TO Manager for payment approval.

2.12.1 FIXED PRICE INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

- A) A proper invoice shall identify OPD as the recipient and contain the following information: date of invoice, TO Agreement number, deliverable description, deliverable number (*e.g.*, "2.7.4.1."), period of performance covered by the invoice, a total invoice amount, and a TO Contractor point of contact with telephone number.
- B) The TO Contractor shall email the original of each invoice and a signed acceptance of delivery signed by the TO Manager to the Office of the Public Defender at email address: Kathleen Mattis (kmattis@opd.state.md.us), with a copy to the TO Manager.
- C) Invoices for final payment shall be clearly marked as "FINAL" and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

2.12.2 WORK ORDER PROCESS

- A) Additional services will be provided via a Work Order process. A Work Order may be issued for fixed price pricing.
- B) The TO Manager shall e-mail a Work Order Request (See Attachment 17) 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 17;
 - 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 approval. The TO Procurement Officer could issue a change order to the TO Agreement if appropriate.
- 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 their intended labor category from the CATS+ Labor Categories proposed in the TO Proposal. The TO Manager shall have the option to interview the proposed personnel. After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the personnel.
- G) The TO Manager will issue the NTP after the Work Order is approved and/or any interviews are completed.

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SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 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) a 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.

3.2 SUBMISSION

The TO Proposal shall be submitted via two e-mails, each not to exceed 10 MB.

The TO Technical Proposal shall be contained in one email, with two attachments. This email shall include:

- A. Subject line "CATS+ TORFP # C80B5300046 Technical" plus the Master Contractor Name
- B. One attachment labeled "TORFP C80B5300046 Technical - Attachments" containing all Technical Proposal Attachments (see Section 3.3 below), signed and in PDF format.
- C. One attachment labeled "TORFP C80B5300046 Technical – Proposal" in Microsoft Word format (2007 or later).

The TO Financial Proposal shall be contained in one e-mail containing as attachments all submission documents detailed in section 3.4.2, with password protection.

OPD will contact Offerors for the password to open each file. Each file shall be encrypted with the same 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 Financial Proposal documents will be deemed not susceptible for award. Subsequent submissions of financial content will not be allowed.

- A. Subject line "CATS+ TORFP # C80B5300046 Financial" plus the Master Contractor Name
- B. One attachment labeled "TORFP C80B5300046 Financial" containing the Financial Proposal contents, signed and in PDF format.

3.3 SUMMARY OF ATTACHMENTS

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

The following attachments shall be included with the TO Technical Proposal:

- A. Attachment 4 – Conflict of Interest Affidavit and Disclosure - Signed PDF
- B. Attachment 5A and 5B- Attachment 5A Minimum Qualifications Summary and Attachment 5B Personnel Resume Form - Signed PDF
- C. Attachment 13 – Living Wage Affidavit of Agreement - Signed PDF
- D. Attachment 16 – Certification Regarding Investments in Iran - Signed PDF

The following attachments shall be included with the TO Financial Proposal:

E. Attachment 1 Price Sheet – Signed PDF

3.4 PROPOSAL FORMAT

A TO Proposal shall contain the following sections in order:

3.4.1 TO TECHNICAL PROPOSAL

A) Proposed Services

- 1) Executive Summary: A one-page summary describing the Offeror's understanding of the TORFP scope of work (Section 2) and proposed solution.
- 2) Proposed Solution: A more detailed description of the Offeror's understanding of the TORFP scope of work, proposed methodology and solution. The proposed solution shall be organized to exactly match the requirements outlined in Section 2.
- 3) Assumptions: A description of any assumptions formed by the Offeror in developing the Technical Proposal. Offeror's should avoid assumptions that counter or constitute exceptions to TORFP terms and conditions.

B) Compliance with Offeror's Company Minimum Qualifications

No Specific company minimum qualifications are defined.

C) Proposed Personnel and TORFP Staffing

Offeror shall propose exactly two (2) named resources in response to this TORFP.

- 1) Complete and provide for each proposed resource Attachment 5A Minimum Qualifications Summary and Attachment 5B Personnel Resume Form.
- 2) Provide evidence proposed personnel possess the required certifications in accordance with Section 2.9.1 Offeror's Personnel Minimum Qualifications.
- 3) Provide three (3) references per proposed personnel containing the information listed in Attachment 5B.
- 4) Provide the names and titles of the Master Contractor's management staff who will supervise the personnel and quality of services rendered under this TO Agreement.
- 5) Three (3) examples of work assignments that each of the proposed personnel have completed that were similar in scope to the one defined in this TORFP. Each of the three examples must include a reference complete with the following:
 - a) Name of Organization.
 - b) Name, title and point of contact for the reference.
 - c) The services provided including the scope of the contract.

D) MBE, SBE Participation and VSBE Participation

No MBE, SBE or VSBE forms are required for this TORFP.

E) Subcontractors

Identify all proposed subcontractors, including MBEs, and their roles in the performance of Section 2 - Scope of Work.

F) Overall Offeror team organizational chart

Provide an overall team organizational chart with all team resources available to fulfill the TO scope of work.

G) Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide up to three examples of engagements or contracts the Master Contractor or subcontractor has completed that were similar to Section 2 - Scope of Work. Include contact information for each client organization complete with the following:
 - a) Name of organization.
 - b) Point of contact name, title, email and telephone number (point of contact shall be accessible and knowledgeable regarding experience)
 - c) Services provided as they relate to Section 2 - 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, email, 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.

H) State Assistance

Provide an estimate of expectation concerning participation by State personnel.

I) 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 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. Contractors are advised that, upon request for this information from a third party, the TO Procurement Officer will be required to make an independent determination regarding whether the information may be disclosed.

3.4.2 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, completed in .PDF format with all proposed labor categories including all rates fully loaded. Master Contractors shall list all proposed resources by approved CATS+ labor categories in the Price Sheet. Prices shall be valid for 120 days.
- C) To be responsive to this TORFP, the Price Sheet (Attachment 1) shall provide labor rates for all labor categories.

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SECTION 4 - TASK ORDER AWARD PROCESS

4.1 OVERVIEW

The TO Contractor will be selected from among all eligible Master Contractors within the appropriate Functional Area responding to the CATS+ TORFP. In making the TO Agreement award determination, the OPD will consider all information submitted in accordance with Section 3.

4.2 TO PROPOSAL EVALUATION CRITERIA

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

- 1) The capability of the proposed resources to perform the required tasks and produce the required deliverables in the TORFP Scope of Work – Section 2. Capability will be determined from each proposed individual’s resume, reference checks, and oral presentation (See Section 1.5 Oral Presentations/Interviews).
 - i. Experience with the COTS product ProLaw will be given higher value than other personnel qualifications.
 - ii. The more demonstrated experience in each of the areas listed in 2.9 and 2.10 will be given higher value
- 2) The Master Contractor’s overall understanding of the TORFP Scope of Work – Section 2. Level of understanding will be determined by the quality and accuracy of the technical proposal in adherence to Section 3.4. Responses will be evaluated for the Master Contractor’s ability to support the proposed resources as they perform work on-site, including backfill as necessary when resources are unavailable.

4.3 SELECTION PROCEDURES

- A) TO Proposals will be assessed throughout the evaluation process for compliance with the minimum qualifications listed in Section 2 of this TORFP, and quality of responses to Section 3.4.1 TO Technical Proposal.
- B) Interviews will be performed for proposed personnel from all TO Proposals deemed technically qualified.

As described in Section 1.5, in the event that more than ten (10) responsive proposals are received, the Procurement Officer may perform a down select. The Procurement Officer will notify the Offeror at time of scheduling initial interviews whether subsequent rounds of interviews are required. When used, the down select procedures to be followed by the Procurement Officer are as follows:

- a) An initial interview will be performed for all proposals meeting minimum requirements.
- b) A technical ranking will be performed for all proposal based on initial interviews. Proposals will be ranked from highest to lowest for technical merit based on the quality of the proposals submitted and interview results.

- c) The top ten (10) proposals by technical ranking will be notified of additional interviews. All other personnel will be notified of non-selection for this TORFP.
- C) For TO Proposals deemed technically qualified, the associated TO Financial Proposal will be opened. All others will be deemed not reasonably susceptible for award and the TO Procurement Officer will notify the Master Contractor it has not been selected to perform the work.
- D) Qualified TO Financial Proposal responses will be reviewed and ranked from lowest to highest price proposed.
- E) The most advantageous TO Proposal considering both the technical and financial submissions shall be selected for TO award. In making this selection, technical merit has greater weight.
- F) All Master Contractors submitting a TO Proposal shall receive written notice from the TO Procurement Officer identifying the awardee.

4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

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

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LIST OF ATTACHMENTS

Attachment Label	Attachment Name	Applicable to this TORFP?	Submit with Proposal?*(Submit, Do Not Submit, N/A)
Attachment 1	Price Sheet	Applicable	Submit with TO Financial Proposal
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 (5A and 5B)	Applicable	Submit with TO Technical Proposal
Attachment 6	Pre-Proposal Conference Directions	Not Applicable	N/A
Attachment 7	Notice to Proceed (Sample)	Applicable	Do Not Submit with Proposal
Attachment 8	Agency Receipt of Deliverable Form	Not Applicable	N/A
Attachment 9	Agency Deliverable Product Acceptance Form (DPAF)	Not Applicable	N/A
Attachment 10	Non-Disclosure Agreement (Offeror)	Not Applicable	N/A
Attachment 11	Non-Disclosure Agreement (TO Contractor)	Not Applicable	N/A
Attachment 12	TO Contractor Self-Reporting Checklist	Applicable	Do Not Submit with Proposal
Attachment 13	Living Wage Affidavit of Agreement	Applicable	Submit with TO Technical Proposal
Attachment 14	Mercury Affidavit	Not Applicable	N/A
Attachment 15	Veteran Owned Small Business Enterprise Utilization Affidavit	Not Applicable	N/A
Attachment 16	Certification Regarding Investments in Iran	Applicable	Submit with TO Technical Proposal
Attachment 17	Sample Work Order	Applicable	Do not Submit with Proposal

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

ATTACHMENT 1 PRICE SHEET

PRICE SHEET (FIXED ANNUAL LABOR RATE) FOR CATS+ TORFP # C80B5200046

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.

OPD requests pricing for an annualized fixed price for fixed price staffing work performed under this TO Agreement. OPD intends fixed price work orders to be for a guaranteed number of hours per year, and anticipates that annualized pricing will reflect the reduction in uncertainty associated with a fixed price staffing model.

Job Title from TORFP	CATS+ Labor Category Proposed by Master Contractor	Monthly Unit Rate* (A)	Months Per Year (B)	Extended Price Per Year (C = Ax B) <u>(Annual Fixed Labor Rates)</u>
Year 1				
Senior Network Support Resource	Insert CATS+ Labor Category	\$	12	\$
Senior Database Support Resource	Insert CATS+ Labor Category	\$	12	\$
Evaluated Price Year 1				\$
Year 2				
Senior Network Support Resource	Insert CATS+ Labor Category	\$	12	\$
Senior Database Support Resource	Insert CATS+ Labor Category	\$	12	\$
Evaluated Price Year 2				\$
Year 3 (Option)				
Senior Network Support Resource	Insert CATS+ Labor Category	\$	12	\$
Senior Database Support Resource	Insert CATS+ Labor Category	\$	12	\$
Evaluated Price Year 3				\$
Year 4 (Option)				
Senior Network Support Resource	Insert CATS+ Labor Category	\$	12	\$
Senior Database Support Resource	Insert CATS+ Labor Category	\$	12	\$
Evaluated Price Year 4				\$
Year 5 (Option)				
Senior Network Support Resource	Insert CATS+ Labor Category	\$	12	\$
Senior Database Support Resource	Insert CATS+ Labor Category	\$	12	\$
Evaluated Price Year 5				\$
Total Evaluated Price (Years 1 – 5)				\$

*Total Class hours for the Annual Fixed Labor Rate is to be construed as 2000 “guaranteed” hours per year.

“Annual Fixed Labor Rates” are the actual rate the State will pay for services requested must be recorded in dollars and cents. Rates must be fully-loaded to include all direct and indirect costs and profit for the TO Contractor to perform under the TO Agreement.

For each labor category, the “Annual Fixed Labor Rate” shall be less than or equal to (< / =) the corresponding Hourly Labor Rate for that labor category multiplied by 2,000. Annual Fixed Labor rates require 2,000 hours worked annually. If 2000 hours are not projected to be met for a resource, the TO Contractor shall pro-rate the monthly unit rate based on the “annual rate by the hour” to the present and remaining months of the performance period so that the total annual amount billed does not exceed the “annual rate by the hour” times the hours worked. The annual rate by the hour is equal to the annual rate dollar amount divided by 2000 hours. Should the 2,000 hours not be met because of OPD action, the “annual rate by the hour” rate shall apply to the present month, with subsequent time spent on the fixed price work order to be paid at the Hourly Labor Rate for the rest of the performance period.

Resources acquired using the annual fixed labor rates are those that OPD expects to perform at a management level, working the number of hours necessary to perform the duties assigned and producing the deliverables required.

Authorized Individual Name

Company Name

Title

Company Tax ID #

Signature

Date

ATTACHMENT 2 MINORITY BUSINESS ENTERPRISE FORMS

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.

ATTACHMENT 3 TASK ORDER AGREEMENT

CATS+ TORFP# C80B5200046 OF MASTER CONTRACT #060B2490023

This Task Order Agreement (“TO Agreement”) is made this day of Month, 2015 by and between _____ (TO Contractor) and the STATE OF MARYLAND, Office of the Public Defender.

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
 - a) “Agency” means the Office of the Public Defender, as identified in the CATS+ TORFP # C80B5200046.
 - b) “CATS+ TORFP” means the Task Order Request for Proposals # C80B5200046, dated February 3, 2015, including any addenda.
 - c) “Master Contract” means the CATS+ Master Contract between the Maryland Department of Information Technology and TO Contractor dated MONTH DAY, YEAR.
 - d) “TO Procurement Officer” means Kathleen Mattis. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
 - e) “TO Agreement” means this signed TO Agreement between Office of the Public Defender and TO Contractor.
 - f) “TO Contractor” means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is _____.
 - g) “TO Manager” means TO Manager of the Agency. 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 Proposal – Technical and TO Proposal – Financial.
2. Scope of Work
 - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supersede the Master Contract.
 - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS+ 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 _____, two (32) years, commencing on the date the TO Agreement is fully executed and terminating on Month Day, Year. At the sole option of the State, this TO Agreement may be extended for three (3) additional, one (1) year periods for a total TO Agreement period ending on Month, Day, Year.

4. Consideration and Payment

- 4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS+ TORFP and 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 2 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, Office of the Public Defender

By: Kathleen Mattis, TO Procurement Officer

Date

Witness: _____

ATTACHMENT 4 CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

- A) "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.
- B) "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, offeror, contractor, consultant, or subcontractor or sub-consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.
- C) The bidder or offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.
- D) The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):
- E) The bidder or offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the 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 CATS+ Labor Category that best fits each proposed resource. 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.*
 - v) A resource proposed in response to this TORFP is not available as of TO award. Substitutions prior to award are considered alternate proposals and will not be allowed.
 - 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 5 ATTACHMENT 5A– MINIMUM QUALIFICATIONS SUMMARY

CATS+ TORFP # C80B5200046

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									
LABOR CATEGORY TITLE – (INSERT CATS+ LABOR CATEGORY NAME)										
Education: Insert the education description from a. 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+ RFP a. 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" data-bbox="797 709 1469 835"> <tr> <th data-bbox="797 709 922 743">FROM</th> <th data-bbox="922 709 1024 743">TO</th> <th data-bbox="1024 709 1469 743">Job Title and Company</th> </tr> <tr> <td data-bbox="797 743 922 772"></td> <td data-bbox="922 743 1024 772"></td> <td data-bbox="1024 743 1469 772"></td> </tr> <tr> <td colspan="2" data-bbox="797 772 1024 835" style="text-align: center;">Match to Form 5B:</td> <td data-bbox="1024 772 1469 835" style="text-align: center;"><insert cross-reference(s) to the full description on Form 5B></td> </tr> </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+ RFP a. 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" data-bbox="797 947 1469 1073"> <tr> <th data-bbox="797 947 922 980">FROM</th> <th data-bbox="922 947 1024 980">TO</th> <th data-bbox="1024 947 1469 980">Job Title and Company</th> </tr> <tr> <td data-bbox="797 980 922 1010"></td> <td data-bbox="922 980 1024 1010"></td> <td data-bbox="1024 980 1469 1010"></td> </tr> <tr> <td colspan="2" data-bbox="797 1010 1024 1073" style="text-align: center;">Match to Form 5B:</td> <td data-bbox="1024 1010 1469 1073" style="text-align: center;"><insert cross-reference to the full description on Form 5B></td> </tr> </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 2.9 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 # C80B5200046

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:	<proposed by Master Contractor>
Job Title (As listed in TORFP):	<as described in this TORFP>

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 2 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>

Contact Name:	<insert contact>
Contact Phone:	<insert phone>
Contact e-mail:	<insert e-mail>
Details:	<insert details>

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

Instruction: Sign each form.

ATTACHMENT 6 PRE-PROPOSAL CONFERENCE DIRECTIONS

This is not applicable to this TORFP.

ATTACHMENT 7 NOTICE TO PROCEED (SAMPLE)

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS+ TO Project Number (TORFP #): C80B5200046

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. Michael Cummings of The Office of the Public Defender will serve as the TO Manager and your contact person on this Task Order. He can be reached at telephone (410) 223-3754.

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

Sincerely,

Kathleen Mattis Task Order Procurement Officer

Enclosures (2)

cc: Michael Cummings

Procurement Liaison Office, Department of Information Technology

Project Oversight Office, Department of Information Technology

ATTACHMENT 8 AGENCY RECEIPT OF DELIVERABLE FORM

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP

ATTACHMENT 9 AGENCY DELIVERABLE PRODUCT ACCEPTANCE FORM

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP

ATTACHMENT 10 NON-DISCLOSURE AGREEMENT (OFFEROR)

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP

ATTACHMENT 11 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 the Office of the Public Defender (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 Enterprises Services Support TORFP No. C80B5200046 dated _____, (the “TORFP”) issued under the Consulting and Technical Services procurement issued by the Department, 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. Confidential Information means any and all information provided by or made available by the State to the TO Contractor in connection with the TO Agreement, regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such. Confidential Information includes, by way of example only, information that the TO Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the TO Agreement.
2. TO Contractor shall not, without the State’s prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information provided by the State except for the sole and exclusive purpose of performing under the TO Agreement. TO Contractor shall limit access to the Confidential Information to the TO Contractor’s Personnel who have a demonstrable need to know such Confidential Information in order to perform under the TO Agreement and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of the TO Contractor’s Personnel are attached hereto and made a part hereof as Exhibit A. Each individual whose name appears on Exhibit A shall execute a copy of this Agreement and thereby be subject to the terms and conditions of this Agreement to the same extent as the TO Contractor. TO Contractor shall update Exhibit A by adding additional names as needed, from time to time.
3. If the TO Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the TO Contractor’s performance of the TORFP or who will otherwise have a role in performing any aspect of the TORFP, the TO Contractor shall first obtain the written consent of the State to any such dissemination. The State may grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion.
4. TO Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, to adopt or establish operating procedures and physical security measures, and to take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and to prevent all or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.
5. TO Contractor shall promptly advise the State in writing if it learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of the TO Contractor’s Personnel or the TO Contractor’s former Personnel. TO Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).

6. TO Contractor shall, at its own expense, return to the Department, all copies of the Confidential Information in its care, custody, control or possession upon request of the Department or on termination of the TO Agreement.
7. A breach of this Agreement by the TO Contractor or by the TO Contractor's Personnel shall constitute a breach of the 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:

This Agreement shall be governed by the laws of the State of Maryland;

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;

The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;

Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and

The Recitals are not merely prefatory but are an integral part hereof.

TO Contractor/TO Contractor's Personnel:

Office of the Public Defender:

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

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

ATTACHMENT 12 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 with the TO number in the subject line.

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

<p>C) Does each accepted substitution possess equivalent or better education, experience and qualifications than incumbent personnel? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)</p>
<p>Was the substitute approved by the agency in writing? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)</p>
<p>Section 4 – MBE Participation</p>
<p>A) What is the MBE goal as a percentage of the TO value? % (If there is no MBE goal, skip to Section 5)</p>
<p>B) Are MBE reports D-5 and D-6 submitted monthly? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)</p>
<p>C) What is the actual MBE percentage to date? (divide the dollar amount paid to date to the MBE by the total amount paid to date on the TO) % (Example - \$3,000 was paid to date to the MBE Subcontractor; \$10,000 was paid to date on the TO; the MBE percentage is 30% ($3,000 \div 10,000 = 0.30$))</p>
<p>Is this consistent with the planned MBE percentage at this stage of the project? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)</p>
<p>Has the Master Contractor expressed difficulty with meeting the MBE goal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If yes, explain the circumstances and any planned corrective actions)</p>
<p>Section 5 – TO Change Management</p>
<p>A) Is there a written change management procedure applicable to this TO? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)</p>
<p>B) Does the change management procedure include the following? 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)</p>
<p>C) Have any change orders been executed? Yes <input type="checkbox"/> No <input type="checkbox"/> (If yes, explain expected or actual impact on TO cost, scope, schedule, risk and quality)</p>
<p>D) Is the change management procedure being followed? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)</p>

SUBMIT AS INSTRUCTED IN TORFP.

ATTACHMENT 13 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 14 MERCURY AFFIDAVIT

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP

**ATTACHMENT 15 STATE OF MARYLAND
VETERAN SMALL BUSINESS ENTERPRISE PARTICIPATION (VSBE)**

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.

ATTACHMENT 16 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:

- F. Providing goods or services of at least \$20 million in the energy sector of Iran; or
- G. 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

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 17 SAMPLE WORK ORDER

WORK ORDER		Work Order #	Contract #		
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.					
Purpose					
Statement of Work Requirements:					
<u>Deliverable(s), Acceptance Criteria and Due Date(s):</u>					
Deliverables are subject to review and approval by OPD prior to payment. <i>(Attach additional sheets if necessary)</i>					
Start Date		End Date			
Cost					
Description for Task / Deliverables		Quantity (if applicable)	Labor Hours (Hrs.)	Labor Rate	Estimate Total
1.				\$	\$
2.				\$	\$
*Include WBS, schedule and response to requirements.			OPD shall pay an amount not to exceed		\$
Contractor			Agency Approval		
(Signature) Contractor Authorized Representative (Date)			(Signature) TO Manager (Date)		
POC		(Print Name)	TO Manager		(Print Name)
Telephone No.			Telephone No.		
E-mail:			E-mail:		