

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

STATE CHILDREN YOUTH AND FAMILIES INFORMATION SYSTEM (SCYFIS) OPERATIONS AND MAINTENANCE

CATS+ TORFP# F50B4400068



DEPARTMENT OF INFORMATION TECHNOLOGY (DOIT)

Issue Date: April 4, 2014

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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:	State Children Youth and Families Information System (SCYFIS) Operations and Maintenance
TO Project Number (TORFP #):	F50B4400068
Functional Area:	Functional Area 8 – Application Service Provider
TORFP Issue Date:	04/04/2014
Questions Due Date and Time:	04/24/ 2014 at 02:00 PM Local Time
Closing Date and Time:	05/05/2014 at 02:00 PM Local Time
TORFP Requesting Agency:	Department of Information Technology (DoIT)
Send Questions and Proposals to:	Dale Eutsler Dale.Eutsler@maryland.gov
TO Procurement Officer:	Dale Eutsler Office Phone Number: (410) 260-7863 Office Fax Number: (410) 974-5615
TO Manager:	Debbie Wheeler Office Phone Number: (410) 260-7307 Office Fax Number: (410) 974-5615 e-mail address: Debbie.Wheeler@maryland.gov
TO Type:	Fixed Price and Time and materials
Period of Performance:	Three (3) years with one (1) one-year optional extension
MBE Goal:	10%
VSBE Goal:	0%
Small Business Reserve (SBR):	No
Primary Place of Performance:	TO Contractor's Location
TO Pre-proposal Conference:	DoIT 45 Calvert Street, Annapolis MD 21401 Room 164 04/22/ 2014 at 10:00mm AM/ Local Time See Attachment 6 for directions.

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:

- **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.
- **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.

- **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.
- **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 shall provide invoices as specified under Section 2.13 Invoicing. The TO Contractor is responsible for making payments to the TO Contractor personnel.

- **TO Contractor Personnel** – Any resource provided by the TO Contractor in support of this TORFP over the course of the TORFP period of performance.
- **SCYFIS System Administrator** - TO Contractor Personnel provided by the TO Contractor to perform the installation, configuration and day-to-day tasks associated with ensuring the smooth and efficient operation of the SCYFIS application built upon IIS and .NET in a Windows environment.

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

At DoIT's discretion, DoIT may perform a site visit to those Offerors who participate in the Oral Presentation.

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

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

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

In order to assure adequate seating and other accommodations at the pre-proposal conference please email the Procurement Officer indicating your planned attendance no later than three (3) business days prior to the pre-proposal conference. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, please contact the Procurement Officer no later than five (5) business days prior to the pre-proposal conference. DoIT will make reasonable efforts to provide such special accommodation.

1.8 CONFLICT OF INTEREST

The TO Contractor awarded the TO Agreement 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 Master Contractor 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 a Master Contractor's TO Proposal under COMAR 21.06.02.03B.

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

By submitting a Conflict of Interest Affidavit and Disclosure, the Master Contractor 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 2 times the total TO Agreement amount.

1.10 CHANGE ORDERS

If the TO Contractor is required to perform work beyond the scope of Section 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 not be reimbursed.

1.12 MINORITY BUSINESS ENTERPRISE (MBE)

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

A Master Contractor that responds to this TORFP shall complete, sign, and submit all required MBE documentation at the time of TO Proposal submission (See Attachment 2 Minority Business Enterprise Forms and Section 3 Task Order Proposal Format and Submission Requirements). **Failure of the Master Contractor to complete, sign, and submit all required MBE documentation at the time of TO Proposal submission will result in the State's rejection of the Master Contractor's TO Proposal.**

1.12.1 MBE PARTICIPATION REPORTS

DoIT will monitor both the TO Contractor's efforts to achieve the MBE participation goal and compliance with reporting requirements.

- A) Monthly reporting of MBE participation is required in accordance with the terms and conditions of the CATS+ Master Contract by the 15th day of each month.
- B) The TO Contractor shall provide a completed MBE Prime Contractor Paid/Unpaid MBE Invoice Report (Attachment 2, Form D-5) to DoIT at the same time the invoice copy is sent.
- C) The TO Contractor shall ensure that each MBE subcontractor provides a completed Subcontractor Paid/Unpaid MBE Invoice Report (Attachment 2, Form D-6).
- D) Subcontractor reporting shall be sent directly from the subcontractor to the DoIT. The TO Contractor shall email all completed forms, copies of invoices and checks paid to the MBE directly to the TO Manager.

1.13 VETERAN OWNED SMALL BUSINESS ENTERPRISE (VSBE)

This TORFP has a VSBE subcontract participation goal as stated in the Key Information Summary Sheet above.

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 301 West Preston Street, Suite 1502 Baltimore, MD 21201. 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 Contractor awarded the TO Agreement in order to fulfill the requirements of the TO Agreement. The TO Contractor, employees and agents who review such documents will be required to sign, including but not limited to, a Non-Disclosure Agreement (TO Contractor) in the form of Attachment 11.

1.15 LIVING WAGE

The Master Contractor shall abide by the Living Wage requirements under Title 18, State Finance and Procurement Article, Annotated Code of Maryland and the regulations proposed by the Commissioner of Labor and Industry. An Affidavit of Agreement shall be submitted as part of the Master Contract Agreement in accordance with the CATS+ Master Contract.

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 shall typically apply 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 will send initial checklists out to applicable TO Contractors approximately three months after the award date for a TO. The TO Contractor shall complete and return the checklist as instructed on the 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 solicitation and resulting purchase orders require that all materials used in the performance of the Contract and subsequent Purchase Orders or work orders shall be mercury-free products. The Offeror shall submit a Mercury Affidavit found in Attachment 14 with the TO Technical Proposal.

1.19 PURCHASING AND RECYCLING ELECTRONIC PRODUCTS

A new State law effective October 1, 2012 (HB 448, Chapter 372) requires State agencies purchasing computers and other electronic products in categories covered by Electronic Product Environmental Assessment Tool (EPEAT) to purchase models rated EPEAT Silver or Gold unless the requirement is waived by DoIT. This information is located on the Department of General Services (DGS) web site: <http://www.dgs.maryland.gov/Procurement/Green/Guidelines/desktops.html>.

The TO Contractor shall perform proper disposition of Information Technology equipment within the guidelines provided by DGS. A new State law effective October 1, 2012 (HB 448, Chapter 372) requires State agencies awarding contracts for services to recycle electronic products to award the contract to a recycler that is R2 or e-Stewards certified. This information is located on the DGS web site: <http://www.dgs.maryland.gov/Procurement/Green/Guidelines/disposal.html>

The State's Information Security Policy (Section 6.5 Media Protection) <http://doit.maryland.gov/Publications/DoITSecurityPolicy.pdf> discusses proper precautions to protect confidential information stored on media. Agencies can use the flowchart in Appendix B of the security policy document to assist them in making sanitization decisions commensurate with the security categorization of the confidentiality of information contained on their media.

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SECTION 2 - SCOPE OF WORK

2.1 PURPOSE

DoIT is issuing this CATS+ TORFP on behalf of the Governor's Office for Children (GOC) to obtain systems operations and maintenance support for the State Children Youth and Families Information System (SCYFIS) on a time and material basis.

2.2 PROGRAM BACKGROUND

DoIT is providing assistance and oversight to GOC with regard to this contract. However, the agency owning the SCYFIS program is GOC. GOC coordinates child and family-oriented care within the State's child-serving agencies by emphasizing prevention, early intervention and community-based services for all children and families.

The Children's Cabinet, chaired by the Executive Director for GOC, includes: the Departments of Health and Mental Hygiene, Human Resources, Juvenile Services, Budget and Management, Disabilities, the Maryland State Department of Education, and other agencies designated by the Governor.

Children's Cabinet:

- Promotes the vision of the State for a stable, safe, and healthy environment for children and families;
- Provides a regular forum for State agencies responsible for implementing the vision of the State to meet and develop coordinated policy recommendations for the Governor; and
- Prepares and annually updates a Three-Year Children's Plan establishing priorities and strategies for the coordinated delivery of State interagency services for children and families.

The GOC convenes the State agencies, local partners, and community stakeholders to develop policies and initiatives which reflect the priorities of the Governor and the Children's Cabinet and which improve services for Maryland's children and youth. GOC informs the collective and specific work of the Children's Cabinet by developing and supporting an interagency data management system, collecting and analyzing additional data, and reporting to the Children's Cabinet, the General Assembly, and other stakeholders on the progress of Maryland's children.

2.3 PROJECT BACKGROUND

2.3.1 SYSTEM BACKGROUND

The SCYFIS web application is a high-profile, mission critical application for GOC, the Children's Cabinet, and all its participating entities. SCYFIS was developed in 2003 to help Maryland keep track of interagency services provided to children and their families. SCYFIS primary users are case workers, hospital workers, State agencies, service providers, and the general public to allow for:

1. Service providers to plan for and manage services for children and families;
2. Psychiatric hospitals to communicate with each other in order to plan for children in State custody to be discharged from psychiatric hospitals;
3. State agencies to provide oversight on licensed homes and children in care while measuring the outcome of services;
4. Licensing agencies staff to review and approve provider licensing; and

5. General public to identify list of services specific to the needs of children and families.

The SCYFIS system currently has several modules including:

1. Local Coordinating Council/State Coordinating Council (“LCC/SCC”)
2. Community Service Initiative/Rehab Option/Grand Spending Plan (“CSI/Rehab Option/GSP”)
3. Psychiatric Hospitalization Tracking System for Youth (“PHTSY”)
4. Interagency Family Preservation Service (“IFPS”)
5. Children Services Outcomes Management System (“CSOMS”)
6. Child and Adolescent Needs and Strengths (“CANS”)
7. Group Home Licensing Process/Single Point of Entry (“GHLP/SPE”)
8. Resource Directory

All modules are in Operations and Maintenance phase.

2.3.2 CURRENT SYSTEM DESCRIPTION

1. All SCYFIS users have access to the system 365 days/year, 24 hours/day, 7 days/week. There are approximately 2,500 active users with role-based access to the system.
2. Physical Architecture and Hardware/Software Specification:
 - A. There are currently four (4) SCYFIS environments including production, testing, training and development. The current production data center (“primary”) site is located in Dulles, VA, with a “hot” site in Harrisonburg, VA.
 - B. The following hardware is located at the “primary” data center:
 - Two (2) High-Availability Firewalls (Cisco ASA 5550, not owned by the State)
 - Three (3) Web Servers (Dell PowerEdge R210)
 - Two (2) Barracuda Web Application Firewalls (WAF 460) (used primarily as load balancers)
 - One (1) Database Server (Dell PowerEdge R610)
 - One (1) Testing Server (Dell PowerEdge R210)
 - One (1) Crystal Reports Server (Dell PowerEdge R310)
 - C. The following hardware is located at the “hot” data center:
 - One (1) Firewall (Cisco ASA 5505, not owned by the State)
 - One (1) Web Server (Dell PowerEdge R210)
 - One (1) Database Server (Dell PowerEdge R210)
 - One (1) Crystal Reports Server (Dell PowerEdge R310)
 - D. All Servers are running Windows 2008 R2. SQL 2008 R2 is used for all databases and database servers.
 - E. SQL Mirroring is done over a Point-to-Point VPN tunnel between the primary and hot facilities.
 - F. If all of the web servers at the primary facility are down, but everything else is still functional the load balancers will direct all user traffic to the web server at the hot facility as a “server of last resort.”
 - G. The web servers are currently running Microsoft IIS (Internet Information Server) version 7.5.
 - CleverEngine is used for data entry forms and data input validation.

- JSpell is used for spell-checking on some data entry forms.
 - Reliability Availability and Serviceability (“RAS”) is used for generating all user reports.
 - Crystal Report version 13 (Compatible with .NET Framework 4 and Visual Studio 2010) is used for report development.
- H. Web applications are written primarily in Microsoft technologies, currently Microsoft Visual Basic Script. One module ‘PHTSY’ is in .NET Framework and MVC Framework 4.0

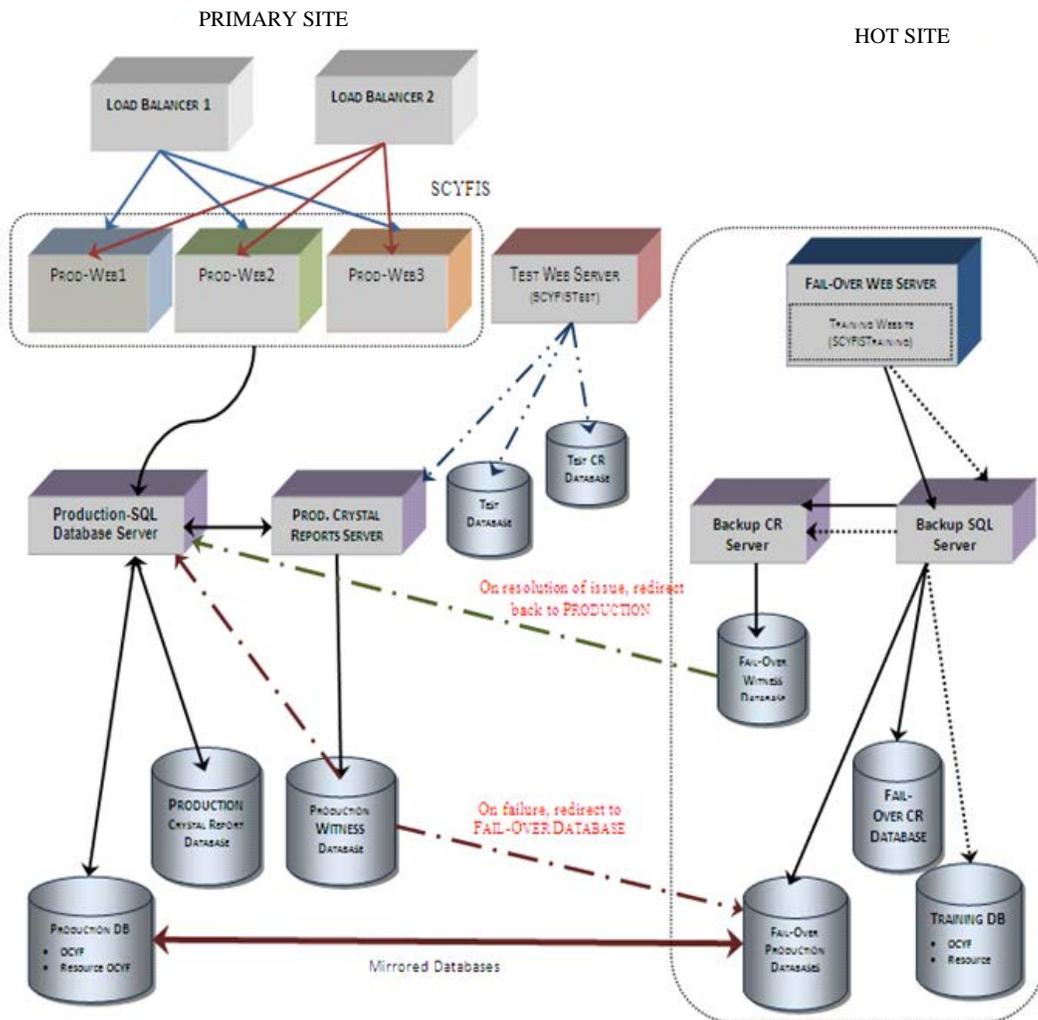


Figure 1 – Functional Configuration of Servers

3. **Database Design:** SQL Server 2008 R2 is the database management system use for SCYFIS. The SCYFIS system is currently composed of approximately ten (10) separate databases, six hundred (600) tables, three hundred (300) stored procedures, and database size of less than ten (10) gigabytes (GBs). This information excludes the CleverEngine software.

4. **Application Modules:** The SCYFIS system uses a commonality between modules which standardizes the implementation of certain business rules, promotes code reuse and reduces application development time. However, maintenance of this system requires sophisticated analysis of its design principles to maintain the integrity of the system.
5. **Proprietary Application:** SCYFIS utilizes a vendor proprietary application called CleverEngine.
 - a. CleverEngine is used on the web servers for rendering all data entry forms, validating data input, and saving data to the back-end database server. CleverEngine allows for increasing programmers' productivity and reducing maintenance cost, which will introduce quick change to functionalities.
 - b. The current executable (compiled) version of CleverEngine will be accessible to the TO Contractor for the sole purpose of further developing SCYFIS.
6. **Source Code and Data:**
 - a. The State is the sole and exclusive owner of the SCYFIS source code and future development and enhancement of the SCYFIS system, including all rights related to or derived from such ownership. The State is the sole and exclusive owner of all data collected within the SCYFIS system.
7. **Ad hoc Reporting** - Outside of the Crystal Reports reporting, other reports are being generated through Select statements to generate CSV files.

Note: All software and hardware listed belongs to GOC. The current incumbent Contractor provides the space, power, cooling, and physical security for the server, storage, and networking equipment. The TO Contractor shall be responsible for establishing and maintaining any development environments necessary to support the O&M activities of the SCYFIS system.

2.4 PROFESSIONAL DEVELOPMENT

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

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 following policies, guidelines and methodologies can be found at the DoIT site (<http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx>). These may include, but are not limited to:

- The State of Maryland System Development Life Cycle (SDLC) methodology
- The State of Maryland Information Technology Security Policy and Standards

- The State of Maryland Information Technology Non-Visual Access Standards
- The TO Contractor shall follow project management methodologies consistent with the Project Management Institute’s Project Management Body of Knowledge Guide.
- TO Contractor assigned personnel shall follow a consistent methodology for all TO activities.

2.6 REQUIREMENTS

2.6.1 TRANSITION REQUIREMENTS (Fixed Price Deliverable Based)

All Transition-In activities shall be fully complete before hosting activities and invoicing commence. DoIT anticipates the system to be fully hosted within 30 days of Notice to Proceed(NTP), based on specific details provided in the TO Contractor’s Transition Plan and associated schedule. An incumbent TO Contractor shall not perform a Transition-In activity and Transition Requirements will not apply.

ID #	Requirements	Associated Deliverable ID # from Section 2.9.3 below as applicable
2.6.1.1	<p>TO Contractor shall hold a Kick-Off Meeting within five (5) business days of NTP to include the TO Manager, GOC staff, and the incumbent Contractor staff.</p> <p>TO Contractor personnel shall work closely with both State employees and incumbent Contractor staff during the transition period.</p>	<i>Deliverable 2.9.3.1 – Kick-Off Meeting</i>
2.6.1.2	TO Contractor shall review and update the proposed Transition Plan with attendees at the Kickoff Meeting.	<i>Deliverable 2.9.3.2 – Revised Transition Plan</i>
2.6.1.3	TO Contractor shall complete a review of the SCYFIS application and identify any issues, resolutions, troubleshooting. Based on review, TO Contractor shall make maintenance and support recommendations.	
2.6.1.4	TO Contractor shall plan and move all SCYFIS equipment (servers, networking equipment, as preliminarily identified in Attachment 20) and associated software from the incumbent Contractor's current hosting and disaster recovery facilities to the TO Contractor's facilities.	
2.6.1.5	TO Contractor shall transition from incumbent Contractor and maintain all current licenses associated with GOC’s current software.	
2.6.1.6	TO Contractor shall ensure the hosting facility meets hosting requirements listed in Section 2.6.2.	
2.6.1.7	The TO Contractor shall perform all necessary installation work to host the SCYFIS application, including: configure all servers and equipment; re-establish necessary directories	

ID #	Requirements	Associated Deliverable ID # from Section 2.9.3 below as applicable
	(virtual and physical).	
2.6.1.8	<p>During the transition-in period, the TO Contractor personnel shall attain working knowledge of:</p> <ul style="list-style-type: none"> • All technical and functional matters associated with the network and security architecture and the SCYFIS application. • Utilities and software products used to support the SCYFIS application. • Current Issue Log and preventative actions taken by the incumbent Contractor. 	
2.6.1.9	TO Contractor shall hold weekly transition status meetings during the transition-in period until transition is complete.	
2.6.1.10	Movement of SCYFIS equipment shall only be performed once the TO Manager provides approval to proceed. This approval will include approval of the Revised Transition Plan and after the TO Contractor demonstrates its operational readiness to provide maintenance and support. At the TO Manager's discretion, approval may also be withheld until approval of the Disaster Recovery and Security Plans.	
2.6.1.11	The Final Transition Meeting represents the end of the Transition Period. TO Contractor shall assume responsibility for SCYFIS support upon TO Manager's approval, anticipated to be provided at the Final Transition Status Meeting. SCYFIS shall be fully operational prior to holding the Final Transition Meeting.	<i>Deliverable 2.9.3.3 – Final Transition Meeting</i>
2.6.1.12	TO Contractor personnel shall review and document server configurations for development training, testing, and production environments. The review shall, at a minimum, include IIS configurations and ODBC connections.	<i>Deliverable 2.9.3.4 Current Operations and Maintenance Overview</i>
2.6.1.13	The TO Contractor shall revised the proposed Disaster Recovery Plan and incorporating any specifics related to SCYFIS which are determined during the transition period.	<i>Deliverable 2.9.3.5– Revised Disaster Recovery Plan</i>

ID #	Requirements	Associated Deliverable ID # from Section 2.9.3 below as applicable
2.6.1.14	<p>TO Contractor shall revise the proposed Security Plan and incorporate any specifics related to SCYFIS which are determined during the Transition Period. The Security Plan shall support TO Contractor’s security implementation and enforcement of State’s security policies for SCYFIS and shall include but is not limited to:</p> <ul style="list-style-type: none"> • patch updates • intrusion prevention and detection • physical security of the primary and secondary hosting sites (hot site) • physical security of backups • reporting requirements should a security breach be detected. 	<i>Deliverable 2.9.3.6 – Revised Security Plan</i>

2.6.2 HOSTING REQUIREMENTS (Monthly Fixed Price)

The TO Contractor shall provide the following as part of its hosting services:

ID #	Requirements	Associated Deliverable ID # from Section 2.9.3 below as applicable
2.6.2.1	The TO Contractor shall host all SCYFIS environments, including: production, testing, training and development.	
2.6.2.2	<p>The TO Contractor’s hosting facility shall provide:</p> <ul style="list-style-type: none"> • Lockable rack cabinets or cages for SCYFIS equipment, • Power in a variety of formats, AC and DC • Network connectivity • Cooling • Physical security (including video surveillance biometric and badge access, logging, and the like) and • Real-time live monitoring of all these functions for failures. 	
2.6.2.3	<p>The TO Contractor’s hosting and disaster recovery facilities shall include fully managed services, including but not limited to:</p> <ul style="list-style-type: none"> • Hardware monitoring to include Intrusion Prevention System, • Full accounting for uptime, including application layer, connectivity, space, and switching. <p>TO Contractor shall describe its services with GOC’s intended model where GOC is responsible for data and content placed into the architecture by GOC.</p>	
2.6.2.4	TO Contractor shall assume the responsibility for	

ID #	Requirements	Associated Deliverable ID # from Section 2.9.3 below as applicable
	continuing all necessary hardware and software licensing, warranties, etc. associated with maintaining the SCYFIS system including SSL web certificates, etc.	
2.6.2.5	<p>The TO Contractor shall provide firewall protection including, but no limited to:</p> <ul style="list-style-type: none"> • A fully managed firewall for the protection of SCYFIS, to include applying ongoing software updates and patches. • Managed firewall services to ensure reliable and secure connections across the Internet for remote services. 	
2.6.2.6	<p>The TO Contractor shall perform backups of all SCYFIS servers and data:</p> <ul style="list-style-type: none"> • Provide a high-performance, multi-platform backup system that provides comprehensive daily backup of GOC's servers to tape backups, secure off-site storage and archiving of backup tapes, and on-site and off-site restoration services. • Daily incremental backups shall be retained for three (3) months. • Full weekly backups shall be retained for two (2) years. The last full backup of each month shall remain in off-site storage for one (1) year. • Complete System backups for each production server shall be every two (2) months for a total of six (6) full system backups per year. 	
2.6.2.7	<p>With regard to the database, the TO Contractor shall:</p> <ul style="list-style-type: none"> • Maintain the license for SQL Server 2008 R2 or later as used by the SCYFIS system. • Implement a database security policy that will maintain both the integrity of the database and operating system. 	
2.6.2.8	TO Contractor shall provide remote access for application/system maintenance to GOC authorized staff, including access to the production back-end as directed by the TO Manager or designee.	
2.6.2.9	TO Contractor shall provide fail over recovery should the system be down longer than two (2) hours.	
2.6.2.10	The TO Contractor shall maintain a remote hot site with synchronization to the production site. This hot site shall be located no closer than 50 miles to the TO Contractor's primary hosting site. The TO Contractor shall have maintained a hosting relationship greater than one (1) year.	

ID #	Requirements	Associated Deliverable ID # from Section 2.9.3 below as applicable
2.6.2.11	The TO Contractor shall provide 24x7x365 support and remediation personnel to maintain, troubleshoot and resolve incidents related to the technical infrastructure of the SCYFIS systems (web and database servers, routers/switches, IDS equipment, firewalls, load balancers, backups and internet connection).	
2.6.2.12	The TO Contractor shall provide a full time (24x7x365) continuous monitoring of the State’s SCYFIS system. This includes IDS monitoring and administration to filter traffic, as well as, detect and prevent improper attempts to access the SCYFIS system.	
2.6.2.13	The TO Contractor shall meet the 99.5% uptime service level requirement for the production server.	
2.6.2.14	TO Contractor shall provide, as part of its TO Proposal, a discussion of implications for hosting end-of-life software and a discussion of recommended upgrades to minimize the operational risk to GOC’s SCYFIS program. Any upgrades to the existing system under the scope of the resulting TO Agreement will be performed through the work order process.	
2.6.2.15	The test site shall be updated regularly with production data as requested by the TO Manager or designee.	
2.6.2.16	Monthly Monitoring Report. The TO Contractor shall provide relevant reporting to include but not limited to: network bandwidth, utilization, network configuration, hardware utilization, hardware /web site status and storage.	<i>Deliverable 2.9.3.7 – Monthly Monitoring Report</i>
2.6.2.17	The TO Contractor shall provide a hosting facility and services that meets the following minimum requirements: <ol style="list-style-type: none"> 1. Connectivity to internet through more than one (1) Tier-1 Backbone Providers 2. Redundant Power Supply (e.g., duplicate UPS) for server 3. Generator Backed Power Supply <ul style="list-style-type: none"> • Proof of Generator Test Plan 4. Multi-Layer Security Infrastructure (e.g., passkey protection on doors) 5. Data Center Safety Protocols including, but not limited to: <ul style="list-style-type: none"> • Routine password changes (e.g., every three (3) months or if an employee leaves) • Routine safety drills for employees • Optimized cooling system that follows a routine 	

ID #	Requirements	Associated Deliverable ID # from Section 2.9.3 below as applicable
	maintenance plan <ul style="list-style-type: none"> • Documentation to assess the situation and problems in the data center at any particular time. • Monthly website scan for site vulnerabilities 6. 24/7 physical security	

2.6.3 OPERATIONS AND MAINTENANCE REQUIREMENTS (Time & Materials)

Historically, the Operations and Maintenance effort needed to keep the system running is eight (8) hours per week. Work Orders shall be issued to perform operations and maintenance work as necessary, and at the discretion of the TO Manager or designee, when support activities require more than eight (8) hours in a particular week.

The TO Contractor shall provide operations and maintenance activities necessary to ensure full support of GOC’s SCYFIS Program needs:

ID #	Operations and Maintenance Requirements	Associated Deliverable ID # from Section 2.9.3 below as applicable
2.6.3.1	TO Contractor shall provide ongoing operation and maintenance support for the SCYFIS system.	
2.6.3.2	TO Contractor shall perform scheduled hardware and software maintenance during non-peak hours as defined as between the hours of 12:00 midnight and 5:00 a.m. EST.	
2.6.3.3	TO Contractor shall provide maintenance support activities including, but not limited to, the following: <ul style="list-style-type: none"> • Troubleshoot, maintain, and support the SCYFIS system. • Diagnose and resolve unavailable services; • Support system backup restoration, including disaster recovery; • Database support; • Monitor system performance and log file analysis; • Support and administration of system software. • Purchasing updated hardware and improve network efficiency. 	
2.6.3.4	TO Contractor shall provide monthly database and system maintenance, including but not limited to, the following: <ul style="list-style-type: none"> • Evaluate and install, on an as needed basis, new software, upgrades, and/or patches related to the operating system, support software, and utilities; • Update and perform testing procedures to ensure sound operation of the system; 	

ID #	Operations and Maintenance Requirements	Associated Deliverable ID # from Section 2.9.3 below as applicable
	<ul style="list-style-type: none"> • Evaluate and establish routine maintenance on the server, including disk defragmentation and other procedures. • Establish and perform system benchmarks which report system performance; • Evaluate and implement web-site traffic analysis to provide web-site traffic reports and analysis. 	
2.6.3.5	<p>TO Contractor shall provide SCYFIS support for reported problems including:</p> <ul style="list-style-type: none"> • Analyze reported issues and provide resolution based on the Service Level Agreement (SLA) requirements outlined in Section 2.6.6. • Provide detailed documentation of reported issues and solutions. • Provide an issue tracking system which documents each reported issue and is capable of generating monthly statistics, to be included in the Monthly Report. 	
2.6.3.6	<p>TO Contractor shall develop Standard Operating Procedures (SOP) associated with:</p> <ul style="list-style-type: none"> • maintaining existing system documentation • maintaining a repository and configuration management for system code • maintaining tracking for reported and resolved issues • implementation disaster recovery plans • backups and disaster recovery procedures <p>Standard operating procedures will be delivered to the State thirty (30) calendar days after the Transition-In period is complete.</p>	<i>Deliverable 2.9.3.8 – Standard Operating Procedures</i>
2.6.3.7	<p>TO Contractor shall update existing and/or create system documentation for the SCYFIS system. The TO Contractor shall ensure that all documentation and data is current and complete for each release of the system. TO Contractor shall update all SCYFIS application documentation after:</p> <ul style="list-style-type: none"> • Any support call and subsequent work • Any software updates or enhancements • Any Database support or maintenance <p>TO Contractor shall update SCYFIS documentation to reflect any changes to SCYFIS code, SQL Server database environment or the configuration of the SCYFIS application environment.</p>	<i>Deliverable 2.9.3.9 – Updated System Documentation</i>

ID #	Operations and Maintenance Requirements	Associated Deliverable ID # from Section 2.9.3 below as applicable
2.6.3.8	TO Contractor shall execute testing for each change and document the tests results prior to any release.	
2.6.3.9	<p>TO Contractor shall maintain the following security best practices for the SCYFIS system including, but not limited to:</p> <ul style="list-style-type: none"> • Password files shall be encrypted; • System root password shall be available for administration by the system administrator only; • Transactions shall be logged by user id; • A quarterly report of active logons by jurisdiction shall be generated for review by local security monitors • SSL certificate shall be maintained for online system security. 	
2.6.3.10	<p>The TO Contractor shall provide a SCYFIS System Administrator and a Project Manager to work with GOC staff. The SCYFIS System Administrator, as approved by the TO Manager, shall perform the following system administration tasks:</p> <ul style="list-style-type: none"> • Create and maintain user access (logons and role-based security level); • Generate, review and submit reports of suspected security violations; • Set and adjust archive and automated process schedules; • Receive transaction and log reports; and • Distribute software changes to the jurisdictions and other users. <p>The Project Manager shall be responsible for managing the SCYFIS program.</p>	
2.6.3.11	TO Contractor shall review and update the Security Plan annually and as needed throughout the life of the contract. If updates are requested by TO Manager or designee, the TO Contractor shall update the Security Plan to incorporate these updated into the existing plan and issue the updated Security Plan within five (5) business days of the receipt of such updates. All updates to the plan shall be submitted to the TO Manager for review and approval.	<i>Deliverable 2.9.3.10 – Updated Security Plan</i>
2.6.3.12	TO Contractor shall perform any operations and maintenance activities necessary to ensure ongoing, uninterrupted service to the mission critical SCYFIS system, as directed by the TO Manager or designee, through the issuance of a work order.	

ID #	Operations and Maintenance Requirements	Associated Deliverable ID # from Section 2.9.3 below as applicable
	Support activities may include adjusting the system in response to legislative or policy changes, ad hoc reporting, and system upgrades deemed necessary to minimize risk associated with an operational failure due to end-of-life software or hardware.	
2.6.3.13	The TO Contractor shall provide training to GOC appropriate staff on new and updated changes to the SCYFIS system.	
2.6.3.14	Monthly Status Report - The TO Contractor shall provide a single point of contact for administration of the project and configuration control of the systems. Additionally, at the TO Manager’s discretion a meeting may be held to discuss the report and other issues. The TO Contractor shall attend with appropriate individuals.	<i>Deliverable 2.9.3.11 – Monthly Status Report</i>
2.6.3.15	The TO Contractor shall support SCYFIS content management as requested and to taxonomy preparation and management as requested.	

2.6.4 END OF CONTRACT TRANSITION

The TO Contractor shall support end-of-contract activities as described below.

ID #	Requirements	Associated Deliverable ID # from Section 2.9.3 below as applicable
2.6.4.1	<p>TO Contractor shall support end-of-contract transition efforts with technical and project support, including but not limited to:</p> <ul style="list-style-type: none"> • Final project debrief meeting, organization and hand-off of project materials, documentation, electronic media, any final reports, updated work plans, and final invoices. • A report of any outstanding deliverables; • The completion of all services and/or deliverables; • Providing to the State all source code, object code, design and architecture documentation, and all data files; • Updates of all documentation, including any and all modifications to the system. Documentation shall be written in plain English and be provided by hardcopy and at least one electronic copy on CD in MS Word format; and • Ensure that all required support, training, and transition 	

ID #	Requirements	Associated Deliverable ID # from Section 2.9.3 below as applicable
	information to State staff, or State agent for any modifications has been completed. • Provide copies of any current daily and weekly backups as of the final date of the Contract.	
2.6.4.2	The TO Contractor shall ensure that all necessary knowledge and materials for the tasks completed is transferred to the custody of State personnel.	
2.6.4.3	The TO Contractor shall support requested activities for technical, business, and administrative support to ensure effective and efficient end-of-contract transition to the State or another State Contractor.	
2.6.4.4	The TO Contractor shall provide a Transition-Out Plan which shall include tasks, communication plan, timeline of activities for the TO Contractor to support end-of-contract transition efforts with technical and project support.	<i>Deliverable 2.9.3.12 – Transition-Out Plan</i>

2.6.5 TO CONTRACTOR PERSONNEL DUTIES AND RESPONSIBILITIES

At a minimum, TO Contractor personnel under this TORFP shall perform the following:

1. Maintain the SCYFIS infrastructure and hardware;
2. Maintain the SCYFIS web application modules and reports;
3. If required, work after normal business hours as determined by deadlines or special circumstances. Occasionally, work might need to take place on the weekends or evenings
4. Prepare documentation to describe new or changed processes;
5. Provide *ad hoc* assistance to GOC administrative staff and clients; and
6. Provide troubleshooting support for SCYFIS.

2.6.6 SERVICE LEVEL AGREEMENT (SLA)

The SCYFIS application is a high-visibility system of critical mission importance to not only GOC but to varied agencies across the state. Abilities for the TO Contractor to provide monitoring, troubleshooting, and issue resolution in both hosting and the application support are critical.

The SCYFIS application shall be available 24x7x365 with uptime at or greater than 99.5%, including scheduled and unscheduled downtime.

System Monitoring

The TO Contractor shall monitor for and notify the TO Manager or designee within 30 minutes of an outage impacting the availability of the SCYFIS system. The TO Contractor shall continue to provide updates to the TO Manager or designee until the issue impacting availability is resolved.

Issue Resolution

When the TO Manager or designee reports an issue to the TO Contractor that impacts the SCYFIS

environment or the use of the system, the TO Contractor shall acknowledge the notification within the response time and method indicated in the table below. The TO Contractor shall track the notification in its ticketing system until it is closed.

The importance level will be assigned by the TO Manager or designee reporting the issue to the TO Contractor. Approximate descriptions of importance are provided in the table below.

The TO Contractor shall meet the following service levels identified herein.

Importance	Response	Response Availability	Comments
Urgent	15 minutes Respond by phone and email	7 days/week, 24 hrs. a day	Urgent is <u>typically</u> defined as any problem which disrupts the use or threatens to disrupt the use of the production system. The TO Contractor shall respond to urgent service requests within fifteen (15) minutes.
High	1 hour Respond by phone and email	7 days/week, 24 hrs. a day	High is <u>typically</u> defined as any problem that disrupts the use or threatens to disrupt the use of production or training environments any time of the day.
Medium	1 hour Respond by phone and email	5 days/week, Mon-Fri, 8AM-7PM	Medium is <u>typically</u> defined as activities to mitigate minor problems that disrupt business use of the application.
Low	4 hours Respond by email	5 days/week, Mon-Fri	Low is <u>typically</u> defined as other activities to prevent problems, proactively keep the system in excellent operating condition, or items that are not considered a higher priority by the customer, and will not disrupt the business use of the application.

2.7 SOFTWARE AND DATA RIGHTS

2.7.1 SCYFIS is solely and exclusively owned by the State. This ownership includes the Software source code and documentation which means all design tools, documents and

diagrams used in the development of the source code to include, but not be limited to, data flow diagrams, entity relationship diagrams, work flow diagrams, window layouts, report layouts, process flows, interface designs, logical and physical database design diagram, technical and user manuals, data dictionary, and a copy of the development software used to write and compile the source code.

2.7.2 When the State requests the source code, the TO Contractor shall supply all the software programming lines written in source languages and the executable (compiled) version of CleverEngine, such that the State will have access to and use of all code required to further develop SCYFIS.

2.7.3 The TO Contractor shall have no ownership, copyright, royalty, or licensing rights to the application and its source code during the term of and beyond the termination of this Contract or any other contract with the TO Contractor. This provision explicitly survives the termination of this Contract.

2.8 PERFORMANCE AND PERSONNEL

2.8.1 WORK HOURS

- Business Hours Support: The TO Contractor's collective assigned personnel shall support at a minimum core business hours (8:00 AM to 7:00 PM), Monday through Friday except for State holidays. TO Contractor personnel may also be required to provide occasional support outside of core business hours, including evenings, overnight, and weekends, to support: specific efforts and emergencies to resolve system repair or restoration.
- Scheduled Non-Business Hours Support: After hours support may be necessary to respond to IT Security emergency situations. Additionally, services may also involve some evening and/or weekend hours performing planned system upgrades in addition to core business hours. Hours performing system upgrades would be billed on actual time worked at the rates proposed.
- In the event the dedicated person to this project is unable to work for a period of time (*i.e.*, vacation), it is the responsibility of the TO Contractor to ensure that work continues unless the TO Manager approves the temporary absence.

2.8.2 PERFORMANCE EVALUATION

THIS SECTION DOES NOT APPLY TO THIS TORFP.

2.8.3 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, DoIT will pursue the following mitigation procedures prior to requesting a replacement employee:

- The TO Manager shall document performance issues and give written notice to the TO Contractor, clearly describing problems and delineating remediation requirement(s).
- The TO Contractor shall respond with a written remediation plan within three (3) business days

and implement the plan immediately upon written acceptance by the TO Manager.

- 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 or other action under the contract is necessary.

2.8.4 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. TO Contractor shall notify the TO Manager as soon as the need for substitution is known but no later than within three (3) business days.
- 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.
- D) In the event of substitution of personnel for any reason, the TO Contractor shall be responsible for providing the knowledge transfer to the approved substitute personnel. This knowledge transfer shall be performed at no additional cost to the State.

The TO Contractor shall NOT replace or substitute staff more often than twice throughout the life of the Contract. Substitution more than twice throughout the life of the Contract may result in termination of this TO Agreement.

2.8.5 PREMISES AND OPERATIONAL SECURITY

All Government-owned data and information that are maintained at TO Contractor's facility shall be secured in accordance with Maryland State Data Security Policy available online at <http://doit.maryland.gov/support/Pages/SecurityPolicies.aspx>. The TO Contractor shall enforce stated security policy to ensure compliance by all TO Contractor and Subcontractor personnel.

- A) Prior to commencement of work, TO Contractor employees and subcontractors to be assigned to perform work under the resulting TO Agreement shall be required to submit background check certification to DoIT from recognized law enforcement agencies, including the FBI. TO Contractor shall be responsible for ensuring that its employees' and subcontractors' background check certifications are renewed annually, and at the sole expense to the TO Contractor. DoIT reserves the right to disqualify any TO Contractor employees or subcontractors whose background checks suggest conduct, involvements, and/or associations that DoIT determines, in its sole discretion, may be inconsistent with the performance and/or security requirements set forth in this TORFP. DoIT reserves the right to perform additional background checks on TO Contractor and subcontractor employees.
- B) TO Contractor shall require its employees to follow the State of Maryland and DoIT IT Security Policy and Standards throughout the term of the Contract.
- C) The State reserves the right to request that the TO Contractor submit proof of employment authorization of non-United States citizens, prior to commencement of work under the resulting TO Agreement.

- D) TO Contractor shall remove any employee from working on the resulting TO Agreement where the State of Maryland provides evidence to the TO Contractor that said employee has not adhered to the security requirements specified herein.
- E) The cost of complying with all security requirements specified herein are the sole responsibilities and obligations of the TO Contractor and its subcontractors and no such costs shall be passed through to or reimbursed by the State or any of its agencies or units.

2.9 DELIVERABLES

2.9.1 DELIVERABLE SUBMISSION (Fixed Price)

For every deliverable, the TO Contractor shall request that the TO Manager confirm receipt of that deliverable by sending an Agency Receipt of Deliverable form (Attachment 8) with the deliverable. The TO Manager will acknowledge receipt of the deliverable via email using the provided form.

For every deliverable, the TO Contractor shall submit by email an Agency Deliverable Product Acceptance Form (DPAF), provided as Attachment 9, to the TO Manager in MS Word (2007 or greater).

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

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

For any written deliverable, the TO Manager may request a draft version of the deliverable, to comply with the minimum deliverable quality criteria listed in Section 2.9.2. Drafts of each final deliverable, except status reports, are required at least two weeks in advance of when the final deliverables are due (with the exception of deliverables due at the beginning of the project where this lead time is not possible, or where draft delivery date is explicitly specified). Draft versions of a deliverable shall comply with the minimum deliverable quality criteria listed in Section 2.9.2.

GOC shall be copied on all correspondence and deliverable submissions.

2.9.2 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.

2.9.3 DELIVERABLE DESCRIPTIONS / ACCEPTANCE CRITERIA

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

The following Deliverables are fixed price.

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
2.9.3.1	<i>Kick-Off Meeting</i>	TO Contractor shall provide a Kickoff Meeting. The Kick-Off materials shall cover review of the Transition Plan and Project Schedule.	NTP + 5 Calendar Days
2.9.3.2	<i>Revised Transition Plan</i>	The TO Contractor shall integrate the incumbent’s Transition Plan into its Transition Plan as necessary to ensure smooth performance of the transition period. The Transition Plan shall cover all activities and requirements listed in Section 2.6.1.	NTP + 5 Calendar Days
2.9.3.3	<i>Final Transition Meeting</i>	TO Contractor shall provide a Final Transition Meeting. The Final Transition Meeting shall cover review of the Current Operations and Maintenance Overview, Revised Security Plan and Revised Disaster Recovery Plan.	NTP + 30 Calendar Days
2.9.3.4	<i>Current Operations and Maintenance Overview</i>	The TO Contractor shall document any issues, resolutions, troubleshooting and maintenance and support recommendations. The server configuration, UAT and production environments shall also be documented.	NTP + 30 Calendar Days
2.9.3.5	<i>Revised Disaster Recovery Plan</i>	Final Disaster Recovery Plan shall include all items listed in Draft Disaster Recovery Plan with comments from TO Manager incorporated into plan.	NTP + 30 Calendar Days

2.9.3.6	Revised Security Plan	<p>TO Contractor shall submit a detailed description of its security plan.</p> <p>The approved updates shall be incorporated into the existing plan and issued with five (5) business days of the receipt of the TO Manager’s comments.</p>	NTP+ 30 Calendar Days
2.9.3.7	Monthly Monitoring Report	<p>Reports, available in MS Word or other electronic format, that provide monitoring statistics for:</p> <ul style="list-style-type: none"> • network bandwidth, • utilization, • network configuration, • hardware utilization, • hardware /web site status and storage • other reports or statistical analysis as requested 	Monthly by the 15 th of each month

The following Deliverables are Time & Materials (T&M) based.

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
2.9.3.8	Standard Operating Procedures	<p>MS Word (or mutually agreed upon format) that outline procedures, which shall be followed for supporting the SCYFIS system. Procedures can take the form of a narrative, a flow chart, a process map, screen printouts or combination of all or any other suitable form. Procedures shall be written in MS Word.</p>	Annually or within five (5) days of TO Manager or designees request.
2.9.3.9	Updated System Documentation	<p>Updated system documentation, in MS Word, that ensures that all documentation and data is current and complete. A hard and soft copy, in MS Word format, shall be provided for all SCYFIS application documentation after:</p> <ul style="list-style-type: none"> • Any support call and subsequent work • Any software updates or enhancements • Any database support or maintenance 	Within five (5) days of any changes to the System

2.9.3.10	Updated Security Plan	Security Plan, in MS Word, which is updated annually or as needed throughout the life of the contract. Updates can be provided by the TO Manager or designee and shall be incorporated into the existing plan and issued within five (5) business days of the receipt of such updates. All updates to the plan shall be submitted to the TO Manager for review and approval.	Annually or within five (5) day of TO Manager or designees request
2.9.3.11	Monthly Status Report	An official monthly deliverable shall be submitted by the TO Contractor for the aforementioned categories. The Status Report, in MS Word, shall contain the following sections: <ul style="list-style-type: none"> • Work performed • Hours expended • Name of staff who performed work • Other items as requested 	Monthly by 15 th of each month
2.9.3.12	Transition-Out Plan	End-of-Contract Transition Plan shall include tasks, communication plan, timeline of activities for the TO Contractor to support end-of-contract transition efforts.	180 Calendar Days from the Contract End Date

2.10 MINIMUM QUALIFICATIONS

2.10.1 OFFEROR’S COMPANY MINIMUM QUALIFICATIONS

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

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

- 1) At least four (4) years of demonstrated experience providing off-site hosting, operations and maintenance services to a minimum of two (2) U.S. based commercial or government entities with at least 2,000 end-users.
- 2) Offeror shall provide two (2) reference projects of demonstrated ability to deploy, host, and maintain web application systems. The reference projects shall include:
 - the application deployed, hosted, and maintained;
 - the duration of support for the application; and

- the total number of end-users supported.
- 3) Offeror shall be certified as a Microsoft Certified Partner. Offer shall provide proof of certification with proposal.

2.11 OFFEROR AND PERSONNEL OTHER REQUIREMENTS

The offeror shall possess industry certifications that demonstrate personnel and company adherence to industry standards and best practices.

2.12 RETAINAGE

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

2.13 INVOICING

Invoicing shall be submitted monthly. Invoicing shall reflect either the fixed price deliverable cost during the Transition Period, the monthly Hosting Fee or the T&M costs for hours worked during the month for Operations and Maintenance.

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.

Payment will only be made upon completion and acceptance of the deliverables as defined in Section 2.9.

2.13.1 INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

- A) A proper invoice shall identify "DoIT" 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. For any T&M work, also include for each person covered by the invoice the following, individually listed per person: name, hours worked, hourly labor rate, invoice amount.
- B) The TO Contractor shall email the original of each invoice, for each deliverable being invoiced to DoIT at email address: Doitfiscal.invoiceservice@maryland.gov, with a copy to the TO Manager or designee.
- 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.

2.13.2 WORK ORDER PROCESS

- A) Additional services will be provided via a Work Order process. A Work Order may be issued for either fixed price or T&M pricing. T&M Work Orders will be issued in accordance with pre-approved Labor Categories with the fully loaded rates proposed in Attachment 1.
- B) The TO Manager shall e-mail a Work Order Request (See Attachment 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
 - 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 will 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 TORFP 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. Proposed resources shall meet all minimum qualifications for the labor category proposed, as identified in the CATS+ Master Contract Section 2.10. 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 Notice to Proceed (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 25 MB.

The TO Technical Proposal shall be contained in one email, with two (2) attachments. This email shall include:

- Subject line “CATS+ TORFP # F50B4400068 Technical” plus the Master Contractor Name
- One attachment labeled “TORFP F50B4400068 Technical - Attachments” containing all Technical Proposal Attachments (see Section 3.3 below), signed and in PDF format.
- One attachment labeled “TORFP F50B4400068 Technical – Proposal” in Microsoft Word format (2007 or later).

The TO Financial Proposal shall be contained in one email, with one attachment. This email shall include:

- Subject line “CATS+ TORFP # F50B4400068 Financial” plus the Master Contractor Name
- One attachment labeled “TORFP F50B4400068 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:

- Attachment 4 – Conflict of Interest Affidavit and Disclosure - Signed PDF
- Attachment 13 – Living Wage Affidavit of Agreement - Signed PDF
- Attachment 14 – Mercury Affidavit – Signed PDF
- Attachment 16 - Certification Regarding Investments in Iran - Signed PDF
- Attachment 19 – Criminal Background Check – Signed PDF

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

- Attachment 1A, 1B and 1C Price Proposal – 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 Master Contractor's understanding of the TORFP scope of work (Section 2) and proposed solution.
- 2) Proposed Solution: A more detailed description of the Master Contractor'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) Standard Transition Plan, in MS Words, shall include information:
 - A schedule for interim and complete transition of support, in MS Project, including plan to minimize outage of the system during the physical move
 - Staffing for the support of the SCYFIS application and hardware
 - Communication approach and plan between the TO Contractor, DoIT, GOC, the incumbent Contractor and other State Contractors.
 - Proposed hosting facilities and specification including:
 - Security access and system connectivity
 - Hardware, software, and office administrative needs.
 - Integration of the incumbent's Transition Plan into the TO Contractor's Transition Plan as necessary to ensure smooth transition and performance of the SCYFIS system during the transition period.
 - Work Breakdown Structure
 - Risk Assessment
 - Recommended Risk avoidance and mitigation strategies regarding the transition and subsequent hosting activities
- 4) Standard Disaster Recovery Plan, in MS Word, shall include information addressing:
 - Identification of a disaster recovery team;
 - Definitions of recovery team member responsibilities;
 - Documentation of critical system including:
 - Purpose
 - Hardware
 - Operating System
 - Application(s)
 - Data
 - Supporting network infrastructure and communications
 - Identity of person responsible for system restoration
 - Description of current system back-up procedures;
 - Description of back-up storage location;
 - Description of back-up testing procedures (including frequency);
 - Identification of disaster recovery site including contact information;

- System Recovery Time Objective (RTO);
- System Recovery Point Objective (RPO); and
- Procedures for system restoration at backup and original agency site.

5) Standard Security Plan, in MS Word, shall include:

- Security implementation and enforcement of State’s security policies which include but is not limited to:
 - patch updates
 - intrusion prevention and detection
 - physical security of the primary and secondary hosting sites (hot site)
 - physical security of backups
- Reporting requirements should a security breach be detected.

6) Assumptions: A description of any assumptions formed by the Master Contractor in developing the Technical Proposal. Master Contractors should avoid assumptions that counter or constitute exceptions to TORFP terms and conditions.

7) Tools the TO Contractor owns and proposes for use to meet any requirements in Section 2.

B) Compliance with Offeror’s Company Minimum Qualifications

Offerors will complete the following table to demonstrate compliance with the Offeror’s Company Minimum Requirements in Section 2.9.1.

Reference	Offeror Company Minimum Requirement	Evidence of Compliance
2.10.1	At least four (4) years of demonstrated experience providing off-site hosting, operations and maintenance services to a minimum of two (2) U.S. based commercial or government entities with at least 2,000 end-users.	Offeror documents evidence of compliance here.
2.10.1	Offeror shall provide two (2) reference projects of demonstrated ability to host, deploy and maintain web transactional application systems. The reference projects should include the application hosted, deployed and maintained, the duration of support of the application and the total number of end-users supported.	Offeror documents evidence of compliance here.
2.10.1	Offeror shall be certified as a Microsoft Certified Partner. Offer shall provide proof of certification	Offeror documents evidence of compliance here.

	with proposal.	
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C) Proposed Personnel and TORFP Staffing

- 1) Provide a Staffing Management Plan that demonstrates how the Offeror will provide resources in addition to the personnel requested in this TORFP, and how the TO Contractor Personnel shall be managed. Include:
 - a) Planned team composition by role.
 - b) Process and proposed lead time for locating and bringing on board resources that meet TO needs
 - c) Supporting descriptions for all labor categories proposed in response to this TORFP
 - d) Description of approach for quickly substituting qualified personnel after start of TO
- 2) 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.

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 Master Contractor 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 (3) examples of engagements or contracts the Master Contractor 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. Master Contractors are advised that, upon request for this information from a third party, the TO Procurement Officer will be required to make an independent determination regarding whether the information may be disclosed.

J) Proposed Facility

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

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 proposal);
- B) Attachment 1– Price Proposal, 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 proposal. Prices shall be valid for 120 days.
- C) To be responsive to this TORFP, the Price Proposal (Attachment 1) shall provide labor rates for all labor categories. Proposed rates are not to exceed the rates defined in the Master Contract for the Master Contract year(s) in effect at the time of the TO Proposal due date.

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

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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, DoIT 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 qualifications shall render a TO Proposal not reasonably susceptible for award:

- A) The overall experience, capability and references for the Master Contractor as described in the Master Contractor's TO Technical Proposal.
- B) The Master Contractor's overall level of understanding of the Scope of Work and proposed solution in Section 3.4.1 and performance during the oral presentation.
- C) The Master Contractor's overall quality of Standard Transition Plan, Standard Disaster Recovery Plan and Standard Security Plan as outlined in Section 3.4.1.
- D) Demonstration of how the Master Contractor plans to staff the task order at the levels set forth in Section 2.1 and also for potential future resource requests.

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) Oral presentations/interviews will be conducted pursuant to Section 1.5, after which the evaluation team will then perform a technical ranking for each Offeror based upon the results of the in-person oral presentation, including the individual responses of the Proposed Personnel.
- 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, a

Notice to Proceed authorized by the TO Procurement Officer (See Attachment 7 - Notice to Proceed) (sample) and by a Criminal Background Check Affidavit (See Attachment 19).

LIST OF ATTACHMENTS

Attachment Label	Attachment Name	Applicable to this TORFP?	Submit with Proposal?* (Submit, Do Not Submit, N/A)
Attachment 1	Price Proposal	Applicable	Submit with TO Financial Proposal
Attachment 2	Minority Business Enterprise Participation (Attachments D-1 – D-7)	Applicable	Submit with Proposal
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	<i>Not Applicable</i>	<i>N/A</i>
Attachment 6	Pre-Proposal Conference Directions	Applicable	Do Not Submit with Proposal
Attachment 7	Notice to Proceed (Sample)	Applicable	Do Not Submit with Proposal
Attachment 8	Agency Receipt of Deliverable Form	<i>Not Applicable</i>	Do Not Submit with Proposal
Attachment 9	Agency Deliverable Product Acceptance Form (DPAF)	<i>Not Applicable</i>	Do Not Submit with Proposal
Attachment 10	Non-Disclosure Agreement (Offeror)	Applicable	Do Not Submit with Proposal
Attachment 11	Non-Disclosure Agreement (TO Contractor)	Applicable	Do Not Submit with Proposal
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	<i>Not Applicable</i>	Submit with TO Technical Proposal
Attachment 15	Veteran Owned Small Business Enterprise Utilization Affidavit	<i>Not Applicable</i>	<i>N/A</i>
Attachment 16	Certification Regarding Investments in Iran	Applicable	Submit with TO Technical Proposal
Attachment 17	Sample Work Order	Applicable	Do Not Submit with Proposal
Attachment 18	Performance Evaluation Form	<i>Not Applicable</i>	<i>N/A</i>
Attachment 19	Criminal Background Check Affidavit	Applicable	Do Not Submit with Proposal
Attachment 20	Equipment List	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 1A PRICE PROPOSAL

PRICE PROPOSAL (FIXED PRICE PORTION) FOR CATS+ TORFP # F50B4400068

Identification	Deliverable	Proposed Fixed Price
	Payment 1 Items:	
2.9.3.1	Kick-Off Meeting	\$
2.9.3.2	Revised Transition Plan	\$
	Payment 1 Total	\$
	Payment 2 Items:	
2.9.3.3	Final Transition Meeting	\$
2.9.3.4	Current Operations and Maintenance Overview	\$
2.9.3.5	Revised Security Plan	\$
2.9.3.6	Revised Disaster Recovery Plan	\$
	Payment 2 Total	\$
Total Proposed Fixed Price (Payment 1 + Payment 2)		

 Authorized Individual Name

 Title

 Signature

 Company Name

 Company Tax ID #

 Date

ATTACHMENT 1 B HOSTING

Hosting shall commence only after State approval that all transition activities are complete. Hosting services include providing Monthly Monitoring Report deliverable (Deliverable ID 2.9.3.7) to GOC.

	MONTHLY PRICE	ANNUAL TOTAL (Monthly x 12)
YEAR 1	\$	\$
YEAR 2	\$	\$
YEAR 3	\$	\$
YEAR 4 (STATE OPTION YEAR)	\$	\$
TOTAL EVALUATED HOSTING PRICE (4 YEARS)		\$

ATTACHMENT 1 C PRICE PROPOSAL

PRICE PROPOSAL (TIME AND MATERIALS PORTION) FOR CATS+ TORFP # F50B4400068
 The total class hours (Column B) are not to be construed as “guaranteed” hours; the total number of hours is an estimate only for purposes of price proposal evaluation. This is only for Work Order resource(s) associated with T&M optional work.

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. Master Contractor shall be limited to supplying resources under the work order that have been listed in this table.

Future additional resources must be assigned a CATS+ Labor Category but the Master Contractor is not required to specify which labor category until the time of the Work Order. Therefore, Master Contractors should include as part of future additional resources any CATS+ Labor Category that might reasonably be utilized to fulfill the scope of this TORFP not to exceed the total number of hours for all the additional resources.

<i>For each year, Master Contractor shall allocate 1000 hours among the labor categories identified.</i>	CATS+ Labor Category Proposed by Master Contractor	Hourly Labor Rate (A)	Total Class Hours (B)	Total Proposed CATS+ TORFP Price (C)
Year 1				
Insert CATS+ Labor Categories anticipated to support this TO, NOT TO EXCEED A TOTAL OF 1000 HOURS FOR ALL LABOR CATEGORIES.		\$	1000	\$
<i><insert CATS+ labor categories> - add more lines as necessary</i>		\$		\$
Evaluated Price Year 1				\$
Year 2				
Insert CATS+ Labor Categories anticipated to support this TO, NOT TO EXCEED A TOTAL OF 1000 HOURS FOR ALL LABOR CATEGORIES.		\$	1000	\$
<i><insert CATS+ labor categories> - add more lines as necessary</i>		\$		\$
Evaluated Price Year 2				\$
Year 3				
Insert CATS+ Labor Categories anticipated to support this TO, NOT TO EXCEED A TOTAL OF 1000 HOURS FOR ALL LABOR CATEGORIES.		\$	1000	\$

<i>For each year, Master Contractor shall allocate 1000 hours among the labor categories identified.</i>	CATS+ Labor Category Proposed by Master Contractor	Hourly Labor Rate (A)	Total Class Hours (B)	Total Proposed CATS+ TORFP Price (C)
<i><insert CATS+ labor categories> - add more lines as necessary</i>		\$		\$
		Evaluated Price Year 3		
Year 4				
Insert CATS+ Labor Categories anticipated to support this TO, NOT TO EXCEED A TOTAL OF 1000 HOURS FOR ALL LABOR CATEGORIES.		\$	1000	\$
<i><insert CATS+ labor categories> - add more lines as necessary</i>		\$		\$
		Evaluated Price Year 4		
Total Evaluated Price (Years 1 – 4)				\$

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

PRICE PROPOSAL SUMMARY

EVALUATION PRICE FOR FIXED PRICE (1A):	\$
EVALUATION PRICE FOR HOSTING (1B)	\$
EVALUATION PRICE FOR T&M (1C)	\$
TOTAL EVALUATED PRICE (1A+1B+1C):	\$

Authorized Individual Name

Company Name

Title

Company Tax ID #

Signature

Date

ATTACHMENT 2 MINORITY BUSINESS ENTERPRISE FORMS**TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING REQUIREMENTS**

CATS+ TORFP # F50B4400068

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

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

**ATTACHMENT 2 D-1 MDOT CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION
AFFIDAVIT**

This form and Form D-2 **MUST BE** included with the bid or offer for any TORFP with an MBE goal greater than 0%. If the Bidder or Offeror fails to complete and submit this form with the bid or offer as required, the procurement officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

In conjunction with the bid or offer submitted in response to Solicitation No. _____, I affirm the following:

1. I acknowledge and intend to meet the overall certified Minority Business Enterprise (MBE) participation goal of ____ percent and, if specified in the solicitation, the following subgoals (complete for only those subgoals that apply):

____ percent African American ____ percent Asian American

____ percent Hispanic American ____ percent Woman-Owned

Therefore, I will not be seeking a waiver pursuant to COMAR 21.11.03.11.

OR

- I conclude that I am unable to achieve the MBE participation goal and/or subgoals. I hereby request a waiver, in whole or in part, of the overall goal and/or subgoals. Within 10 business days of receiving notice that our firm is the apparent awardee, I will submit all required waiver documentation in accordance with COMAR 21.11.03.11.
2. I understand that if I am notified that I am the apparent awardee of a TORFP, I must submit the following additional documentation as directed in the TORFP.
- Outreach Efforts Compliance Statement (D-3)
 - Subcontractor Project Participation Certification (D-4)
 - Any other documentation, including D-7 waiver documentation, if applicable, required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal.

I understand that if I fail to return each completed document within the required time, the Procurement Officer may determine that I am not responsible and therefore not eligible for contract award. If the contract has already been awarded, the award is voidable.

3. In the solicitation of subcontract quotations or offers, MBE subcontractors were provided not less than the same information and amount of time to respond as were non-MBE subcontractors.
4. Set forth below are the (i) certified MBEs I intend to use and (ii) the percentage of the total contract amount allocated to each MBE for this project and the items of work each MBE will provide under the contract. I hereby affirm that the MBE firms are only providing those items of work for which they are MDOT certified.

I solemnly affirm under the penalties of perjury that the contents of this Affidavit are true to the best of my knowledge, information, and belief.

Bidder/Offeror Name
(please print or type)

Signature of Affiant

Name: _____

Title: _____

Date: _____

ATTACHMENT 2 D-2 MBE PARTICIPATION SCHEDULE

Prime Contractor: (Firm Name, Address, Phone)	Project Description:
Project Number:	

List Information For Each Certified MBE Subcontractor On This Project

Minority Firm Name MBE Certification Number FEIN Identify the Applicable Certification Category (For Dually Certified Firms, Check Only One Category) <input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Other Percentage of Total Contract Value to be provided by this MBE _____% Description of Work to Be Performed:
Minority Firm Name MBE Certification Number FEIN Identify the Applicable Certification Category (For Dually Certified Firms, Check Only One Category) <input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Other Percentage of Total Contract Value to be provided by this MBE _____% Description of Work to Be Performed:
Minority Firm Name MBE Certification Number FEIN Identify the Applicable Certification Category (For Dually Certified Firms, Check Only One Category) <input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Other Percentage of Total Contract Value to be provided by this MBE _____% Description of Work to Be Performed:
Minority Firm Name MBE Certification Number FEIN Identify the Applicable Certification Category (For Dually Certified Firms, Check Only One Category) <input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Other Percentage of Total Contract Value to be provided by this MBE _____% Description of Work to Be Performed:

Continue on a separate page, if needed.

Summary

Total African-American MBE Participation: _____%

Total Asian American MBE Participation: _____%

Total Hispanic American MBE Participation: _____%

Total Woman-Owned MBE Participation: _____%

Total Other Participation: _____%

Total All MBE Participation: _____%

I solemnly affirm under the penalties of perjury that the contents of this Affidavit are true to the best of my knowledge, information, and belief.

 Bidder/Offeror Name
 (please print or type)

 Signature of Affiant

Name: _____

Title: _____

Date: _____

SUBMIT AS INSTRUCTED IN TORFP

ATTACHMENT 2 D-4 MBE SUBCONTRACTOR PROJECT PARTICIPATION CERTIFICATION

Please complete and submit one form for each MDOT certified MBE listed on Attachment D-1 within 10 working days of notification of apparent award.

_____ (prime contractor) has entered into a contract with
 _____ (subcontractor) to provide services in connection with the Solicitation described below.

Prime Contractor Address and Phone	Project Description
Project Number	Total Contract Amount \$
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Percentage of Total Contract	

The undersigned Prime Contractor and Subcontractor hereby certify and agree that they have fully complied with the State Minority Business Enterprise law, State Finance and Procurement Article §14-308(a)(2), Annotated Code of Maryland which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a bid or proposal and:

- (1) fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority business enterprise in its bid or proposal;
- (2) fail to notify the certified minority business enterprise before execution of the contract of its inclusion of the bid or proposal;
- (3) fail to use the certified minority business enterprise in the performance of the contract; or
- (4) pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

Prime Contractor Signature

By: _____
 Name, Title
 Date

Subcontractor Signature

By: _____
 Name, Title
 Date

This form must be completed monthly by the prime contractor.

ATTACHMENT 2 D-5 MBE PRIME CONTRACTOR PAID/UNPAID MBE INVOICE REPORT

Maryland Department of Information Technology
 Minority Business Enterprise Participation
 Prime Contractor Paid/Unpaid MBE Invoice Report

Report #: _____ Reporting Period (Month/Year): _____ Report is due to the MBE Officer by the 10th of the month following the month the services were provided. Note: Please number reports in sequence	Contract #: _____ Contracting Unit: _____ Contract Amount: _____ MBE Subcontract Amt: _____ Project Begin Date: _____ Project End Date: _____ Services Provided: _____
---	--

Prime Contractor:		Contact Person:																																											
Address:																																													
City:		State:	ZIP:																																										
Phone:	FAX: Email:																																												
Subcontractor Name:		Contact Person:																																											
Phone:	FAX:																																												
Subcontractor Services Provided:																																													
List all payments made to MBE subcontractor named above during this reporting period: <table border="1"> <thead> <tr> <th></th> <th>Invoice#</th> <th>Amount</th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> <tr> <td>Total Dollars Paid:</td> <td></td> <td></td> </tr> <tr> <td>\$ _____</td> <td></td> <td></td> </tr> </tbody> </table>			Invoice#	Amount	1.			2.			3.			4.			Total Dollars Paid:			\$ _____			List dates and amounts of any outstanding invoices: <table border="1"> <thead> <tr> <th></th> <th>Invoice #</th> <th>Amount</th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> <tr> <td>Total Dollars Unpaid:</td> <td></td> <td></td> </tr> <tr> <td>\$ _____</td> <td></td> <td></td> </tr> </tbody> </table>			Invoice #	Amount	1.			2.			3.			4.			Total Dollars Unpaid:			\$ _____		
	Invoice#	Amount																																											
1.																																													
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2.																																													
3.																																													
4.																																													
Total Dollars Unpaid:																																													
\$ _____																																													
**If more than one MBE subcontractor is used for this contract, you must use separate D-5 forms. **Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred):																																													
(TO MANAGER OF APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)		(AGENCY MBE LIASION OR APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)																																											

This form must be completed by MBE subcontractor

ATTACHMENT 2 D-6 SUBCONTRACTOR PAID/UNPAID MBE INVOICE REPORT
 Minority Business Enterprise Participation

Report#: _____	Contract #
Reporting Period (Month/Year): _____	Contracting Unit:
Report is due by the 10th of the month following the month the services were performed.	MBE Subcontract Amount:
	Project Begin Date:
	Project End Date:
	Services Provided:

MBE Subcontractor Name:		
MDOT Certification #:		
Contact Person:	Email:	
Address:		
City:	State:	ZIP:
Phone:	FAX:	
Subcontractor Services Provided:		
List all payments received from Prime Contractor during reporting period indicated above.		List dates and amounts of any unpaid invoices over 30 days old.
Invoice Amount	Date	Invoice Amount Date
1.		1.
2.		2.
3.		3.
4.		4.
Total Dollars Paid: \$ _____		Total Dollars Unpaid: \$ _____
Prime Contractor:		Contact Person:
**Return one copy of this form to the following address (electronic copy with signature & date is preferred):		
TO MANAGER OF APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)		(AGENCY MBE LIASION OR APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)

Signature: _____ Date: _____
 (Required)

ATTACHMENT 2 CODE OF MARYLAND REGULATIONS (COMAR)

Title 21, State Procurement Regulations

(regarding a waiver to a Minority Business Enterprise subcontracting goal)

COMAR 21.11.03.11 - Waiver.

- A. If, for any reason, the apparent successful bidder or offeror is unable to achieve the contract goal for certified MBE participation, the bidder or offeror may request, in writing, a waiver to include the following:
- 1) A detailed statement of the efforts made to select portions of the work proposed to be performed by certified MBEs in order to increase the likelihood of achieving the stated goal;
 - 2) A detailed statement of the efforts made to contact and negotiate with certified MBEs including:
 - a) The names, addresses, dates, and telephone numbers of certified MBEs contacted, and
 - b) A description of the information provided to certified MBEs regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed;
 - 3) As to each certified MBE that placed a subcontract quotation or offer that the apparent successful bidder or offeror considers not to be acceptable, a detailed statement of the reasons for this conclusion;
 - 4) A list of minority subcontractors found to be unavailable. This list should be accompanied by an MBE unavailability certification (MBE Attachment D7) signed by the minority business enterprise, or a statement from the apparent successful bidder or offeror that the minority business refused to give the written certification: and
 - 5) The record of the apparent successful bidder or offeror's compliance with the outreach efforts required under Regulation .09B(2)(b).

A waiver may only be granted upon a reasonable demonstration by that MBE participation could not be obtained or could not be obtained at a reasonable price.

If the waiver request is determined not to meet this standard, the bidder or offeror will be found non-responsive (bid) or not reasonably susceptible for award (proposal) and removed from further consideration.

- B. A waiver of a certified MBE contract goal may be granted only upon reasonable demonstration by the bidder or offeror that certified MBE participation was unable to be obtained or was unable to be obtained at a reasonable price and if the agency head or designee determines that the public interest is served by a waiver. In making a determination under this section, the agency head or designee may consider engineering estimates, catalogue prices, general market availability, and availability of certified MBEs in the area in which the work is to be performed, other bids or offers and subcontract bids or offers substantiating significant variances between certified MBE and non-MBE cost of participation, and their impact on the overall cost of the contract to the State and any other relevant factor.

- C. An agency head may waive any of the provisions of Regulations .09-.10 for a sole source, expedited, or emergency procurement in which the public interest cannot reasonably accommodate use of those procedures.
- D. When a waiver is granted, except waivers under Section C, one copy of the waiver determination and the reasons for the determination shall be kept by the MBE Liaison Officer with another copy forwarded to the Office of Minority Affairs.

**ATTACHMENT 2 MBE D-7 MINORITY CONTRACTOR UNAVAILABILITY
CERTIFICATE**

Section I (to be completed by PRIME CONTRACTOR)

I hereby certify that the firm of _____

(Name of Prime Contractor)

located at _____

(Number) (Street) (City) (State) (Zip)

on _____ contacted certified minority business enterprise, _____

(Date) (Name of Minority Business) ,

located at _____ ,

(Number) (Street) (City) (State) (Zip)

seeking to obtain a bid for work/service for project number _____, project name _____.

List below the type of work/ service requested:

Indicate the type of bid sought, _____. The minority business enterprise identified above is either unavailable for the work /service in relation to project number _____, or is unable to prepare a bid for the following reasons(s):

The statements contained above are, to the best of my knowledge and belief, true and accurate.

(Name) (Title)

(Number) (Street) (City) (State) (Zip)

(Signature) (Date)

Note: Certified minority business enterprise must complete Section II

Section II (to be completed by CERTIFIED MINORITY BUSINESS ENTERPRISE)

I hereby certify that the firm of _____ MBE Cert #

(Name of MBE Firm)

located at _____

(Number) (Street) (City) (State) (Zip)

was offered the opportunity to bid on project number _____ , ON _____ .

(Date)

by: _____

(Prime Contractor's Name) (Prime Contractor's Official's Name) (Title)

The statements contained in Section I and Section II of this document, to the best of my knowledge and belief, true and accurate.

 (Name) (Title) (Phone)

 (Signature) (Fax Number)

ATTACHMENT 3 TASK ORDER AGREEMENT

CATS+ TORFP# F50B4400068 OF MASTER CONTRACT #060B2490023

This Task Order Agreement (“TO Agreement”) is made this day of Month, 20XX by and between _____ (TO Contractor) and the STATE OF MARYLAND, DoIT.

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
 - a) “Agency” means the DoIT, as identified in the CATS+ TORFP # F50B4400068.
 - b) “CATS+ TORFP” means the Task Order Request for Proposals # F50B4400068, dated MONTH DAY, YEAR, 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 Dale Eutsler. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
 - e) “TO Agreement” means this signed TO Agreement between DoIT and TO Contractor.
 - f) “TO Contractor” means the CATS+ 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 Technical Proposal and TO Financial Proposal.
2. Scope of Work
 - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supercede the Master Contract.
 - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS+ 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 three (3) years. At the sole option of the State, this TO Agreement may be extended for one (1) additional, one (1) year period 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, DoIT

By: Dale Eutsler, TO Procurement Officer

Date

Witness: _____

ATTACHMENT 4 CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

- A) "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.
- B) "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, offeror, contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.
- C) The bidder or offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.
- D) The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):
- E) The bidder or offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____ By: _____
(Authorized Representative and Affiant)

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

THIS ATTACHMENT IS NOT APPLICABLE TO THIS TORFP.

ATTACHMENT 6 PRE-PROPOSAL CONFERENCE DIRECTIONS

From Baltimore Area:

- Take I-97 off the Baltimore Beltway heading south to Annapolis.
- I-97 will end and turn into Route 50 East.
- Take Rowe Blvd. exit toward downtown Annapolis.

From the Eastern Shore or Route 2:

- Cross the Severn River Bridge and exit on Rowe Blvd.

From Either Direction:

- Follow Rowe Blvd. to the third traffic light.
- Stay to the right when the road splits before the Treasury Building.
- Turn right onto Calvert St.
- 45 Calvert Street is the first building immediately on the right.
- Room 164 is on the first floor.
- Stop and register with the Security Guard; you will be directed to Room 164.

Parking:

- The closest garage is next to 45 Calvert St. but shall be entered from Clay St. This is the second right turn after turning onto Calvert St. Turn right onto Clay St. immediately after passing 45 Calvert St.
- Another garage is available about a half of a block down from 45 Calvert St. on the left, called Gotts' Garage.
- There is also limited metered parking available on Calvert and surrounding streets.

ATTACHMENT 7 NOTICE TO PROCEED (SAMPLE)

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS+ TO Project Number (TORFP #): **F50B4400068**

Dear TO Contractor Contact:

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

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

Sincerely,

TO Procurement Officer

Task Order Procurement Officer

Enclosures (2)

cc: TO Manager

Procurement Liaison Office, Department of Information Technology

Project Oversight Office, Department of Information Technology

ATTACHMENT 8 AGENCY RECEIPT OF DELIVERABLE FORM

I acknowledge receipt of the following:

TORFP Title: State Children Youth and Families Information System (SCYFIS) Operations and Maintenance

TO Project Number (TORFP #): **F50B4400068**

Title of Deliverable: _____

TORFP Reference Section # _____

Deliverable Reference ID # _____

Name of TO Manager: Debbie Wheeler, 410-260-7074

TO Manager Signature	Date Signed
----------------------	-------------

Name of TO Contractor's Project Manager: _____

TO Contractor's Project Manager Signature	Date Signed
---	-------------

ATTACHMENT 9 AGENCY DELIVERABLE PRODUCT ACCEPTANCE FORM

Agency Name: Department of Information Technology (DoIT)

TORFP Title: TORFP Title: State Children Youth and Families Information System (SCYFIS)
Operations and Maintenance

TO Manager: Debbie Wheeler, 410-260-7074

To: TO Contractor Name

The following deliverable, as required by TO Project Number (TORFP #): **F50B4400068** has been received and reviewed in accordance with the TORFP.

Title of deliverable: _____

TORFP Contract Reference Number: Section # _____

Deliverable Reference ID # _____

This deliverable:

Is accepted as delivered.

Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

TO Manager Signature

Date Signed

ATTACHMENT 10 NON-DISCLOSURE AGREEMENT (OFFEROR)

This Non-Disclosure Agreement (the "Agreement") is made this ___ day of _____ 20___, by and between _____ (hereinafter referred to as "the OFFEROR ") and the State of Maryland (hereinafter referred to as "the State").

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS+ TORFP # F50B4400068 for State Children Youth and Families Information System. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to _____. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described above, the OFFEROR agrees as follows:

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

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

ADDRESS: _____

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 its DoIT (the “Department”), and _____ (“TO Contractor”), a corporation with its principal business office located at _____ and its principal office in Maryland located at _____.

RECITALS

WHEREAS, the TO Contractor has been awarded a Task Order Agreement (the “TO Agreement”) for State Children Youth and Families Information System TORFP No. F50B4400068 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:

DoIT:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A – FOR THE NONDISCLOSURE AGREEMENT (TO CONTRACTOR)
TO CONTRACTOR’S EMPLOYEES AND AGENTS WHO WILL BE GIVEN ACCESS TO THE
CONFIDENTIAL INFORMATION

Printed Name and Address
of Employee or Agent

Signature

Date

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

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

AUTHORIZED REPRESENTATIVE THEREBY AFFIRM THAT:

I am the _____ (Title) and the duly authorized representative of _____ (Business). I possess the legal authority to make this affidavit on behalf of myself and the business for which I am acting.

MERCURY CONTENT INFORMATION:

The product(s) offered do not contain mercury.

OR

The product(s) offered do contain mercury.

- (1) Describe the product or product component that contains mercury.
- (2) Provide the amount of mercury that is contained in the product or product component. Indicate the unit of measure being used.

I ACKNOWLEDGE THAT this affidavit is to be furnished to the procurement officer and may be distributed to units of (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland;

(3) other states; and

(4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify, or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this affidavit, (2) the contract, and (3) other affidavits comprising part of the contract.

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.

_____ By: _____

Date

Signature

Print Name: _____

Authorized Representative and Affiant

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

THIS ATTACHMENT IS NOT APPLICABLE 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:

- Providing goods or services of at least \$20 million in the energy sector of Iran; or
- 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 a XXX contract. 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 AGENCY 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.			AGENCY 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.	
Email:			Email:	

ATTACHMENT 18 PERFORMANCE EVALUATION FORM

THIS ATTACHMENT IS NOT APPLICABLE TO THIS TORFP.

ATTACHMENT 19 CRIMINAL BACKGROUND CHECK AFFIDAVIT

AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the _____(Title)_____ and the duly authorized representative of ____ (Master Contractor)_____ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

I hereby affirm that ____ (Master Contractor)_____ has complied with Section 2.4, Security Requirements of the Department of Information Technology’s Consulting Technical Services Master Contract Number 060B2490023 (CATS+) hereto as Exhibit A.

I hereby affirm that the ____ (Master Contractor)_____ has provided _____(Agency)_____ with a summary of the security clearance results for all of the candidates that will be working on Task Order ____ (Title and Number)_____ and all of these candidates have successfully passed all of the background checks required under Section 2.4.3.2 of the CATS + Master Contract. Master Contractors hereby agrees to provide security clearance results for any additional candidates at least seven (7) days prior to the date the candidate commences work on this Task Order.

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.

Master Contractor

Typed Name

Signature

Date

ATTACHMENT 20 EQUIPMENT LIST

State-Owned Contractor Acquired Property Identification List

This list includes all hardware, software, keys, license, maintenance and any other required items for maintaining the contracted system acquired by the Contractor under the contract at cost.

Line	H / S / L / M	Description	Model / Version No.	SN / LN	Acquisition Date	Expire Date	Hardware Installed Location	Primary Purpose	Qty
1	H	Barracuda Web Application Firewall	460		7/7/2010		Dulles, VA	Load Balancer (Primary)	1
2	L	Barracuda Energize Updates			7/7/2010	7/27/20 13			
3	H	Barracuda Web Application Firewall	460		7/7/2010		Dulles, VA	Load Balancer (Secondary)	1
4	L	Barracuda Energize Updates			7/7/2010	7/30/20 13			
5	S	OLP SQL CAL 2008R2 SNGL NL USRCAL			7/6/2010				15
6	L	OLP SQLSVRSTD 2008R2 SNGL NL	SQL 2008 Standard R2 with Downgrade to SQL 2005 Standard		7/6/2010				3
7	L	OLP WIN SVR CAL 2008 SNGL NL USER CAL			7/6/2010				35

Line	H / S / L / M	Description	Model / Version No.	SN / LN	Acquisition Date	Expire Date	Hardware Installed Location	Primary Purpose	Qty
8	S/L	OLP WINSVRSTD 2008R2 SNGL NL	Windows 2008 Standard R2 with Downgrade to 2003 Standard R2		7/6/2010				7
9		Windows 2008 Standard (x64)			10/5/2010				
10	S/L	Symantec Endpoint Protection 11			7/9/2010				7
11	S/L	Jspell HTML			7/1/2010				5
12	S/L	Crystal Reports 2008 Server V1 (CRS 2008 WIN INTL 20 CAL License)	Crystal Reports Server 2008		9/30/2010				1
13	S/L	Crystal Reports 2008 Server V1 (CRS 2008 WIN INTL 10 CAL License)	Crystal Reports Server 2008		9/30/2010				1
14	S/L	Crystal Reports 2008 (CR 2008 INTL WIN NUL License)	Crystal Reports (Desktop) 2008		9/30/2010				2
15	S/L	Crystal Reports 2008 Server Maintenance 20 CAL	Crystal Reports Server 2008		9/30/2010	9/30/2012		Crystal Reports Server	2
16	S/L	Crystal Reports 2008	Crystal		9/30/2010	9/30/20		Crystal	2

Line	H / S / L / M	Description	Model / Version No.	SN / LN	Acquisition Date	Expire Date	Hardware Installed Location	Primary Purpose	Qty
		Server Maintenance 10 CAL	Reports Server 2008			12		Reports Server	
17	H	prod-web1	Dell PowerEdge R210	D844GN1	7/6/2010		Dulles, VA	Web Server	1
18	H	prod-web2	Dell PowerEdge R210	F844GN1	7/6/2010		Dulles, VA	Web Server	1
19	H	prod-web3	Dell PowerEdge R210	B844GN1	7/6/2010		Dulles, VA	Web Server	1
20	H	test-wdb1	Dell PowerEdge R210	HW43GN1	7/6/2010		Dulles, VA	Web / SQL Server	1
21	H	prod-sql1	Dell PowerEdge R610	F1QXKM1	7/6/2010		Dulles, VA	SQL Server	1
22	H	prod-crs	Dell PowerEdge R310	FZ7N1P1	10/5/2010		Dulles, VA	Crystal Reports Server	1
23	H	trn-web1	Dell PowerEdge R210	GW43GN1	7/6/2010		Harrisonburg , VA	Web Server	1
24	H	trn-sql2	Dell PowerEdge R210	C844GN1	7/6/2010		Harrisonburg , VA	SQL Server	1
25	H	trn-crs	Dell PowerEdge R310	CZ7N1P1	10/5/2010		Harrisonburg , VA	Crystal Reports Server	1

