

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

ENTERPRISE BUDGETING SYSTEM (EBS) PROJECT
IBM RATIONAL[®]
COLLABORATIVE LIFECYCLE MANAGEMENT (CLM)

CATS+ TORFP #F50B4400075



Department of Information Technology (DoIT)

Issue Date: 03/26/2014

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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:	Enterprise Budgeting System (EBS) Project - IBM Rational® Collaborative Lifecycle Management (CLM)
TO Project Number (TORFP #):	F50B4400075
Functional Area:	Functional Area 8
TORFP Issue Date:	March 26, 2014
Questions Due Date and Time:	04/5/2014 at 10 AM EST
Closing Date and Time:	04/7/2014 at 2:00 PM EST
TORFP Requesting Agency:	Department of Information Technology (DoIT)
Send Questions and Proposals to:	Mike Balderson Mike.balderson@maryland.gov
TO Procurement Officer:	Mike Balderson Office Phone Number: 410-260-7549
TO Manager:	Mark Conrad Office Phone Number: 410-260-7396 e-mail address: markconrad1@maryland.gov
TO Type:	Fixed Price and T&M
Period of Performance:	One (1) base year and two (2) option years
MBE Goal:	0%
VSBE Goal:	0%
Small Business Reserve (SBR):	No
Primary Place of Performance:	45 Calvert Street Annapolis, MD 21401
TO Pre-proposal Conference:	N/A

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

1.3 TO AGREEMENT

Based upon an evaluation of TO Proposal responses, a Master Contractor will be selected to conduct the work defined in Section 2 - Scope of Work. A specific TO Agreement, Attachment 3, will then be entered into between the State and the selected Master Contractor, which will bind the selected Master Contractor (TO Contractor) to the contents of its TO Proposal, including the TO Financial Proposal.

1.4 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the date and exact time stated in the Key Information Summary Sheet above. The date and time of submission is determined by the date and time of arrival in the TO Procurement Officer's e-mail inbox.

1.5 ORAL PRESENTATIONS/INTERVIEWS

Neither oral presentations nor Interviews will be held for this solicitation.

1.6 QUESTIONS

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

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

1.7 TO PRE-PROPOSAL CONFERENCE

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

1.8 CONFLICT OF INTEREST

The TO Contractor 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 conflicts of interest as defined in COMAR 21.05.08.08A.

1.9 LIMITATION OF LIABILITY

The TO Contractor's liability is limited in accordance with Section 27 of the CATS+ Master Contract. TO Contractor's liability 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.

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, representing the percentage of total fees paid for services under this TO. By submitting a response to this solicitation, the bidder or offeror agrees that this percentage of the total dollar amount of the contract will be performed by verified veteran-owned small business enterprises.

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 DoIT's address. Master Contractors 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 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.

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

1.16 IRANIAN NON-INVESTMENT

All TO Proposals shall be accompanied by a completed Certification Regarding Investments in Iran, Attachment 16 of this TORFP.

1.17 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

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

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

1.18 MERCURY AND PRODUCTS THAT CONTAIN MERCURY

This section is not applicable to this TORFP.

1.19 PURCHASING AND RECYCLING ELECTRONIC PRODUCTS

This section is not applicable to this TORFP.

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SECTION 2 - SCOPE OF WORK

2.1 PURPOSE

DoIT is issuing this CATS+ TORFP to all Master Contractors within the appropriate functional area in order to obtain one (1) Master Contractor as a provider of the IBM Rational® CLM suite in a cloud-based SaaS implementation. The toolset shall be completely customizable and configurable to fit the DoIT environment. The Maryland implementation team will be granted appropriate access privileges to the suite and will be trained on the tools by the selected TO Contractor.

The CLM suite shall be comprised of 4 components that include:

- Rational Requirements Composer, RRC, version 4.x or newer
- Rational Team Concert, RTC, version 4.x or newer
- Rational Quality Manager, RQM, version 4.x or newer
- Rational Publishing Engine, RPE, version 1.2.1 or newer

The selected TO Contractor shall propose an approach to training the DoIT staff to utilize the CLM tools to gather requirements. The TO Contractor shall also formulate a framework that the Maryland team will utilize with the tool. The training shall cover the core products of the CLM suite and it shall include all topics necessary to equip the Maryland team to become quickly effective in the use of the tool. The State wants the CLM suite available for an initial one (1) year base with two (2) additional one-year licenses that may be exercised at its discretion.

2.2 REQUESTING AGENCY BACKGROUND

The Department of Information Technology (DoIT) has responsibility for IT and telecommunication services and support for the agency and statewide application systems. This includes: infrastructure development, acquisition and maintenance; application development and maintenance; issue resolution through a central help desk; and user level systems training in support of the user community

2.3 PROJECT BACKGROUND

DoIT is in the initial phases of the Enterprise Budgeting System (EBS) project, an initiative to modernize an antiquated budgeting system. The current effort is to elicit, gather, and analyze requirements for an eventual RFP to acquire a solution for the Department of Budget and Management (DBM). The scope for this initiative is focused on DBM, which has primary responsibility for developing and analyzing the State budget. However, all agencies within the Maryland government are contributors to the budget development process, and are ongoing stewards of their individual budgets.

Many of the budgeting processes in DBM as well as the State Agencies have evolved over many years to accommodate the current budgeting system, built on a mainframe platform and unsupported programming technologies. There are also a number of locally installed software systems, spreadsheets, and other self-service tools used to support budgeting in many of the Agencies.

To manage the effort of producing a complete set of requirements for EBS, a structured, disciplined framework for requirements gathering, test planning and execution, change management, project management, and quality management is needed to efficiently and effectively collaborate across stakeholders, management, budget staff, and the implementation team. The objective of this TORFP is to build a framework that can produce and manage a high quality suite of requirements and related artifacts that will be used for requirements definition, tracking and traceability, project and task management, solutions definition, solutions delivery, deployment, testing, full-cycle change and risk management, and on-going maintenance.

The solution shall be based on the IBM Rational CLM suite which is specifically designed to support the software solutions lifecycle. The suite is based on a robust architecture that provides “out-of-the-box” features and functions for requirements, change, quality management, and the software lifecycle. Although best practices and methodology templates and frameworks are built into CLM, the suite shall be configured and customized as necessary by the selected TO contractor to be most effective for the Maryland implementation team.

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

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

- 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 FUNCTIONAL / BUSINESS REQUIREMENTS

TO Contractor shall:

ID #	Functional / Business Requirements	Associated Deliverable ID # from Section 2.8.4 below as applicable
2.6.1.1	Provide fully-functional implementation of IBM Rational CLM tool suite, as described in section 2.8.4.	2.8.4.1 – 2.8.4.5
2.6.1.2	Provide configuration, system set-up and project definition for EBS project	2.8.4.6
2.6.1.3	Provide post-implementation support estimated at 192 hours per year.	2.8.4.8

2.6.2 TECHNICAL REQUIREMENTS

TO Contractor shall:

ID #	Technical Requirements	Associated Deliverable ID # from Section 2.8.4 below as applicable
2.6.2.1	Provide Rational Requirements Composer (RRC), version 4.x or newer. Tool substitutions will not be accepted.	2.8.4.1
2.6.2.2	Provide Rational Team Concert (RTC), version 4.x or newer. Tool substitutions will not be accepted.	2.8.4.2
2.6.2.3	Provide Rational Quality Manager (RQM), version 4.x or newer. Tool substitutions will not be accepted.	2.8.4.3
2.6.2.4	Provide Rational Publishing Engine (RPE), version 1.2.x or newer. Tool substitutions will not be accepted.	2.8.4.4
2.6.2.5	Provide SaaS or Cloud implementation of all applications listed above.	2.8.4.5
2.6.2.6	Provide a minimum system availability of 99%, with response times under 1 sec per transaction.	2.8.4.5

2.6.3 NON-FUNCTIONAL, NON-TECHNICAL REQUIREMENTS

TO Contractor shall:

ID #	Non-Functional, Non-Technical Requirements	Associated Deliverable ID # from Section 2.8.4 below as applicable
2.6.3.1	Provide classroom training for RRC: <ul style="list-style-type: none"> ● Capturing requirements ● Defining business processes ● Creating a use-case model ● Creating a user-interface sketch and storyboard ● Organizing requirements ● Reviewing requirements ● Reporting on requirements ● Planning, creating and configuring a project ● Managing a project 	2.8.4.7
2.6.3.2	Provide classroom training for RTC: <ul style="list-style-type: none"> ● Project Planning, timelines, and iterations ● Work Items, workflows, work item templates, approvals, and statuses ● Creating work items links & hierarchy ● Managing the RTC Dashboards 	2.8.4.7
2.6.3.3	Provide classroom training for RQM: <ul style="list-style-type: none"> ● Creating, maintaining, and updating test plans ● Setting up the test environment ● Working with lab resources ● Create and run a test ● Working with test suites ● Assessing test results 	2.8.4.7
2.6.3.4	Provide classroom training for RPE: <ul style="list-style-type: none"> ● Create list reports in Query Studio ● Create list reports in Cognos 	2.8.4.7

2.6.4 TO CONTRACTOR RESPONSIBILITIES

The TO Contractor shall provide staffing and resources to fully supply the following services as identified in Section 2.6 Requirements:

- Licensing for all IBM Rational CLM products as described in section 2.6.1 in the types and quantities stated in section 2.8.4.

- Staffing to support personnel requirements necessary to acquire, install, configure, and set-up system elements of the IBM Rational CLM suite.
- Cloud-based infrastructure to support the IBM Rational CLM implementation.
- Technical Support Services as described in section 2.6.5B and 2.6.6
- On-going maintenance and support as described in section 2.6.5.B and 2.6.6.
- Regular execution of Backup and Recovery services as outlined in section 2.6.7.
- Training materials and training sessions as described in section 2.6.3. Training facilities shall be provided by the TO Contractor and shall be within 30 miles of the Primary Place of Performance listed in Key Information Summary Sheet.

2.6.5 TO CONTRACTOR PERSONNEL DUTIES AND RESPONSIBILITIES

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

A) Provide initial system setup and configuration

- 1) Acquisition of all IBM licensing necessary for creating a fully functioning IBM Rational CLM suite for use on the EBS project.
- 2) Fully hosted cloud-based solution to support IBM Rational CLM implementation,
- 3) IBM Rational CLM suite fully configured for the EBS project.
- 4) Import of existing EBS documentation, where possible, as defined by the TO Manager and the EBS project team.

B) Provide ongoing maintenance and support

- 1) Regular license maintenance for all tools included in the implementation.
- 2) No-cost license transfers between named users
- 3) New user set-up activities
- 4) Troubleshooting, problem analysis and remediation
- 5) Virus scanning
- 6) Data backup
- 7) Database maintenance
- 8) Usage and performance reporting

In addition, the TO Contractor shall provide post-implementation professional consulting services on an as-needed basis for assistance related to the implementation of the tool and its functionality on the EBS project. This assistance shall most likely be in the range of 8-16 hours per month after the completion of the initial configuration, system set-up and training. This assistance may be performed at the DoIT address noted in the Key Information Summary section above, or may be performed via telephone or web conferencing, to be determined by the TO Manager and the implementation team. However, as noted in section 1.11 above, travel will not be reimbursable

under this TORFP. Ongoing maintenance and support shall be calculated as a not-to-exceed 192 hours for the first 12 months and in each of the two optional years as listed in Attachment 1 Price Proposal.

2.6.6 SERVICE LEVEL AGREEMENT (SLA)

Service Levels	Phone Response	On-Site Response	Response Availability	Comments
Urgent	1 hour	n/a	5 days/week, Mon-Fri, 8AM-5PM	System is unavailable during regular business hours
High	4 hours	n/a	5 days/week, Mon-Fri, 8AM-5PM	System is available, but performance is significantly degraded or certain features/functions are not fully operable.
Normal	8 hours	n/a	5 days/week, Mon-Fri, 8AM-5PM	System is available, but performance is somewhat degraded.

2.6.7 BACKUP / DISASTER RECOVERY

The TO Contractor shall perform backups of the web, application, and database servers on a regular basis. This shall include daily incremental backups and full weekly backups of all volumes of servers. TO Contractor shall retain the daily backups for one month and weekly backups for two years. Daily backups shall be stored off-site by the TO Contractor.

2.6.8 REQUIREMENTS FOR HARDWARE, SOFTWARE, AND MATERIALS

As part of its cloud-based SaaS offering, the TO Contractor shall prepare software upgrades, patches, and releases and stage for validation by the DoIT implementation team in a system test environment. After appropriate testing and validation, DoIT will provide authorization to migrate changes to the production environment. DoIT will have responsibility for managing the distribution of these releases to the appropriate sites or users. To support this requirement the TO Contractor shall propose a regular schedule of system upgrades as well as a methodology for coordinating off-schedule or emergency releases, patches, and upgrades.

2.7 PERFORMANCE AND PERSONNEL

2.7.1 WORK HOURS

- Business Hours Support: The TO Contractor’s collective assigned personnel shall support core business hours (8:00 AM to 5:00 PM), Monday through Friday except for State holidays,

Service Reduction days, and Furlough days observed by DoIT. 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.

- **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.

2.7.2 PERFORMANCE EVALUATION

TO Contractor personnel will be evaluated by the TO Manager on a quarterly basis for assignments performed during that period. The TO Manager shall evaluate performance of TO Contractor Personnel using the established performance evaluation form included as Attachment 18.

2.7.3 PERFORMANCE ISSUE MITIGATION

At any time during the TO period of performance, should the performance of any TO Contractor Personnel be rated “unsatisfactory” as documented in the performance evaluation, DoIT will pursue the following mitigation procedures prior to requesting a replacement employee:

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

2.7.4 SUBSTITUTION OF PERSONNEL AFTER AWARD

The substitution of personnel procedures is as follows:

- A) The TO Contractor may not substitute personnel without the prior approval of the TO Manager.
- B) To replace any personnel, the TO Contractor shall submit resumes of the Proposed Personnel specifying their intended approved labor category. Any proposed substitute personnel shall have qualifications equal to or better than those of the replaced personnel.
- C) The TO Manager shall have the option to interview the proposed substitute personnel and shall notify the TO Contractor of acceptance or denial of the requested substitution.

2.7.5 PREMISES AND OPERATIONAL SECURITY

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

2.8 DELIVERABLES

2.8.1 DELIVERABLE SUBMISSION

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 2.8.3. Drafts of each final deliverable, except status reports, are required at least two weeks in advance of when the final deliverables are due (with the exception of deliverables due at the beginning of the project where this lead time is not possible, or where draft delivery date is explicitly specified). Draft versions of a deliverable shall comply with the minimum deliverable quality criteria listed in Section 2.8.3.

2.8.2 DELIVERABLE ACCEPTANCE

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

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

The TO Manager will issue to the TO Contractor a notice of acceptance or rejection of the deliverable in the DPAF (Attachment 9). Following the return of the DPAF indicating "Accepted" and signed by the TO Manager, the TO Contractor shall submit a proper invoice in accordance with the procedures in Section 2.12.2. The invoice must be accompanied by a copy of the executed DPAF or payment may be withheld.

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

be corrected prior to acceptance of the deliverable in sufficient detail for the TO Contractor to address the deficiencies. The TO Contractor shall correct deficiencies and resubmit the corrected deliverable for acceptance within the agreed-upon time period for correction.

Subsequent reviews for a deliverable containing deficiencies will be limited to the original deficiencies and the portions of the deliverable that were dependent on the deficiencies.

Subsequent project tasks may not continue until deliverable deficiencies are rectified and accepted by the TO Manager or the TO Manager has specifically issued, in writing, a waiver for conditional continuance of project tasks.

2.8.3 MINIMUM DELIVERABLE QUALITY

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

Each deliverable shall meet the following minimum acceptance criteria:

- A) Be presented in a format appropriate for the subject matter and depth of discussion.
- B) Be organized in a manner that presents a logical flow of the deliverable's content.
- C) Represent factual information reasonably expected to have been known at the time of submittal.
- D) In each section of the deliverable, include only information relevant to that section of the deliverable.
- E) Contain content and presentation consistent with industry best practices in terms of deliverable completeness, clarity, and quality.
- F) Meets the acceptance criteria applicable to that deliverable, including any State policies, functional or non-functional requirements, or industry standards.
- G) Contains no structural errors such as poor grammar, misspellings or incorrect punctuation.

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

2.8.4 DELIVERABLE DESCRIPTIONS / ACCEPTANCE CRITERIA

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

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
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2.8.4.1	Provide Rational Requirements Composer, RRC, version 4.x or newer	<ul style="list-style-type: none"> Fully executed software licenses for RRC for 3 named users Completion of system installation, setup and configuration. Fully operational access to the system for all registered EBS team members. DoIT approval 	NTP + 30 days
2.8.4.2	Provide Rational Team Concert, RTC, version 4.x or newer	<ul style="list-style-type: none"> Fully executed software licenses for RTC for 3 named users. Completion of system installation, setup and configuration. Fully operational access to the system for all registered EBS team members. DoIT approval 	NTP + 30 days
2.8.4.3	Provide Rational Quality Manager, RQM, version 4.x or newer	<ul style="list-style-type: none"> Fully executed software licenses for RQM for 3 named users. Completion of system installation, setup and configuration. Fully operational access to the system for all registered EBS team members. DoIT approval 	NTP + 30 days
2.8.4.4	Provide Rational Publishing Engine, RPE, version 1.2.1 or newer	<ul style="list-style-type: none"> Fully executed software licenses for RPE for 1 floating user. Completion of system installation, setup and configuration. Fully operational access to the system for all registered EBS team members. DoIT approval 	NTP + 30 days
2.8.4.5	Provide Cloud implementation of all applications listed above	<ul style="list-style-type: none"> Fully operational access to the system for all registered EBS team members. DoIT approval 	NTP + 30 days
2.8.4.6	Fully configured project workspace for EBS on SaaS or cloud implementation of all CLM tools.	<ul style="list-style-type: none"> Completion of system installation, setup and configuration to include: <ul style="list-style-type: none"> customizing fields, forms, and workflows 	NTP + 30 days

		<ul style="list-style-type: none"> • establishing projects, teams, users, and roles • granting permissions and access to different functions, capabilities, and information • developing activities, tasks, policies, and practices and enabling these in the CLM tools • creating project processes including the project team’s approach to defining requirements, managing work and work plans, and managing changes and issues. • Completion of all necessary customization for EBS project workspaces. • Fully operational access to the system for all registered EBS team members. • DoIT approval 	
2.8.4.7	Training manuals and sessions for all CLM modules.	<ul style="list-style-type: none"> • Training covers the core products of the CLM suite. • Training sessions delivered to all EBS team members (up to 4 trainees). • Training includes all topics necessary to equip the Maryland team to become quickly effective in the use of the tool. • DoIT approval. 	NTP + 45 days
2.8.4.8	Assigned System Administrator	<ul style="list-style-type: none"> • System maintenance provided. • Ongoing support provided. • DoIT approval. 	Ongoing

2.9 MINIMUM QUALIFICATIONS

2.9.1 OFFEROR'S COMPANY MINIMUM QUALIFICATIONS

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

1. Offeror shall be an authorized IBM reseller.
2. Offeror must have an existing operational hosted or cloud-based implementation of the Rational CLM suite.
3. Offeror shall have at least one (1) year of experience training on current release of the Rational CLM suite.
4. Offeror shall include three current references that can be contacted for performance verification of the submitted work experience. Telephone number and email address are required.

2.10 TO CONTRACTOR AND PERSONNEL OTHER REQUIREMENTS

The following qualifications are expected and will be evaluated as part of the technical proposal.

Implementation Manager

Duties:

- Must be knowledgeable in implementing computer systems in a phased approach of requirements analysis and conceptual design, site survey, system design review, critical design review, installation, integration, and testing.
- Must be knowledgeable in performing requirements analysis for a wide range of users in areas such as office automation, and finance and accounting.
- Must be able to present system designs for user approval at formal reviews.
- Must be capable of performing configuration management, software integration, interpreting software test results, and recommending solutions for unsatisfactory test results.
- Must be knowledgeable in life-cycle support, including maintenance, administration, and management.
- Must be able to provide solutions to identified software problem reports.

Education:

- Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline.
- A Master's Degree is preferred.

General Experience:

- Must have eight (8) years of progressive working experience as a computer specialist or a computer systems analyst.

Specialized Experience:

- At least five (5) years of experience as a Computer Systems Analysts
- Shall be fully certified on the IBM Rational CLM tool suite
- One (1) year of experience performing system setup, configuration and customization on the tools.
- Must be experienced on the same software versions as the TO Contractor proposes for the EBS project.

System Administrator

Duties:

- Monitor and coordinate all data system operations, including security procedures, and liaison with end users.
- Ensure that necessary system backups are performed and storage and rotation of backups is accomplished.
- Monitor and maintain records of system performance and capacity to arrange vendor services or other actions for reconfiguration and anticipate requirements for system expansion.
- Assist managers to monitor and comply with State data security requirements.
- Coordinate software development, user training, network management and minor installation and repair of equipment.

Education:

- An Associate's degree from an accredited college or university in Computer Science, Information Systems, Business or other related technical discipline.
- A Bachelor's Degree in one of the above disciplines equals one-year specialized and two (2) years general experience.
- An additional year of specialized experience may be substituted for the required education.

General Experience:

- Two (2) years of experience in a computer-related field.

Specialized Experience:

- One (1) year of experience administering multi user, shared processor systems and data communications networks.
- One (1) year experience on the Rational tools, providing system updates, license renewals, patch applications, system performance tuning, troubleshooting and problem analysis and

remediation. The resource's experience shall be on the same software versions as the TO Contractor proposes for the EBS project.

System Trainer

Duties:

- Conducts the research necessary to develop and revise training courses and prepares appropriate training catalogs.
- Prepares all instructor materials (course outline, background material, and training aids).
- Prepares all student materials (course manuals, workbooks, handouts, completion certificates, and course critique forms).
- Trains personnel by conducting formal classroom courses, workshops, and seminars.

Education:

- A Bachelor's Degree from an accredited college or university with a major in Education/Training in the areas of Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline.
- An appropriate combination of education and experience may be substituted.
- A Master's Degree is preferred.

General Experience:

- Four (4) years of experience in information systems development, training, or related fields.

Specialized Experience:

- At least two (2) years of experience in developing and providing IT and end user training on computer hardware and application software.
- One (1) year of experience training on the Rational tools, with training experience on the same software versions as the TO Contractor proposes for the EBS project.

The following personnel costs shall be calculated as fixed-price and included in the initial implementation, configuration, and training fees:

- Implementation Manager
- System Trainer

The following personnel costs shall be calculated as T&M not to exceed an average of 192 hours per year, and should be invoiced monthly as used:

- System Administrator

2.11 RETAINAGE

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

2.12 INVOICING AND TIMESHEETS

Invoices for support hours shall be submitted monthly. Invoices for fixed price deliverables shall be submitted upon completion and acceptance of deliverables as defined in Section 2.8. Invoices shall reflect costs for hours worked during the month or for the completion and acceptance of deliverables as defined in 2.8.2, and shall be accompanied by signed notice(s) of acceptance (DPAF) for all invoices submitted for payment. Payment of invoices will be withheld if a signed Acceptance of Deliverable Form (Attachment 9) is not submitted.

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS+ Master Contract. Proper invoices for payment shall contain the TO Contractor's Federal Tax Identification Number, as well as the information described below, and shall be submitted to the TO Manager for payment approval.

2.12.1 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. 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 and signed DPAF (Attachment 9), for each deliverable being invoiced to DoIT at email address: doitfiscal.invoiceservice@maryland.gov, with a copy to the TO Manager.
- C) Invoices for final payment shall be clearly marked as "FINAL" and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

2.12.2 TIME SHEET SUBMISSION AND ACCEPTANCE

The TO Contractor shall submit an Agency Acceptance of Deliverable Form (Attachment 9) with the end of month timesheet submission to cover submission of timesheets for the entire month.

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

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

- A) Title: “Time Sheet for xxxxx”
- B) Issuing company name, address, and telephone number
- C) For each employee /resource:
 - a) Employee / resource name
 - b) For each week ending date, e.g., “Week Ending: mm/dd/yyyy” (weeks run Sunday through Saturday)
 - (1) Tasks completed that week and the associated deliverable names and ID#s
 - (2) Number of hours worked each day
 - (3) Total number of hours worked that week
 - (4) Weekly variance above or below 40 hours
 - (5) Annual number of hours planned under the TO
 - (6) Annual number of hours worked to date
 - (7) Balance of hours remaining
 - (8) Annual variance to date (Sum of weekly variances)
- D) Signature and date lines for the TO Manager

Submission of time sheets shall be to the TO Manager for approval by signature. TO Manager Acceptance of timesheets shall acknowledge the accuracy of the time reported.

2.12.3 WORK ORDER PROCESS

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

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SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

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

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

3.2 SUBMISSION

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

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

- Subject line “CATS+ TORFP # F50B4400075 Technical” plus the Master Contractor Name
- One attachment labeled “TORFP F50B4400075 Technical - Attachments” containing all Technical Proposal Attachments (see Section 3.3 below), signed and in PDF format.
- One attachment labeled “TORFP F50B4400075 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 # F50B4400075 Financial” plus the Master Contractor Name
- One attachment labeled “TORFP F50B4400075 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 16 - Certification Regarding Investments in Iran - Signed PDF

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

- Attachment 1 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) Draft Work Breakdown Structure (WBS): A matrix or table that shows a breakdown of the tasks required to complete the requirements and deliverables in Section 2 - Scope of Work. The WBS should reflect the chronology of tasks without assigning specific time frames or start / completion dates. The WBS may include tasks to be performed by the State or third parties, for example, independent quality assurance tasks. If the WBS appears as a deliverable in Section 2 – Scope of Work, the deliverable version will be a final version. Any subsequent versions shall be approved through a formal configuration or change management process.
- 4) Draft Project or Work Schedule: A Gantt or similar chart containing tasks and estimated time frames for completing the requirements and deliverables in Section 2 - Scope of Work. The final schedule should come later as a deliverable under the TO after the TO Contractor has had the opportunity to develop realistic estimates. The Project or Work Schedule may include tasks to be performed by the State or third parties.
- 5) Draft Risk Assessment: Identification and prioritization of risks inherent in meeting the requirements in Section 2 - Scope of Work. Includes a description of strategies to mitigate risks. If the Risk Assessment appears as a deliverable in Section 2 – Scope of Work, that version will be a final version. Any subsequent versions should be approved through a formal configuration or change management process.
- 6) Assumptions: A description of any assumptions formed by the Master Contractor in developing the Technical Proposal. Master Contractors should avoid assumptions that counter or constitute exceptions to TORFP terms and conditions.
- 7) Tools the Offeror 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
2.9.1.1	Offeror shall be an authorized IBM reseller.	
2.9.1.2	Offeror must have an existing operational cloud-based implementation of the Rational CLM suite.	
2.9.1.3	Offeror shall have at least 3 years of experience training on the Rational suite, with 1 year on the current version of the suite.	
2.9.1.4	Offeror shall include three current references that can be contacted for performance verification of the submitted work experience. Telephone number and email address are required.	

C) TORFP Staffing

- 1) Provide a Staffing Management Plan that demonstrates how the Offeror will provide resources in support of this TORFP, and how the Proposed Personnel shall be managed. Include:
 - a) Process and proposed lead time for locating and bringing on board resources that meet TO needs;
 - b) Supporting descriptions for all labor categories proposed in response to this TORFP; and
 - c) 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 examples of engagements or contracts the Master Contractor or Subcontractor has completed that were similar to Section 2 - Scope of Work. Include contact information for each client organization complete with the following:

- a) Name of organization.
- b) Point of contact name, title, email and telephone number (point of contact shall be accessible and knowledgeable regarding experience)
- c) Services provided as they relate to Section 2 - Scope of Work.
- d) Start and end dates for each example engagement or contract.
- e) Current Master Contractor team personnel who participated on the engagement.
- f) If the Master Contractor is no longer providing the services, explain why not.

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

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

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

g) Indicate if any renewal options were not exercised.

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

H) State Assistance

Provide an estimate of expectation concerning participation by State personnel.

I) Confidentiality

An Offeror 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. Offerors 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 must 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.

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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. Failure to meet the minimum company personnel qualifications shall disqualify a proposal

4.2 TO PROPOSAL EVALUATION CRITERIA

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

- 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 understanding of the TORFP Scope of Work – Section 2. Level of understanding will be determined by the quality and accuracy of the technical proposal in adherence to Section 3.4.
- C) The ability for the Master Contractor to meet staffing expectations relative to supplying additional personnel for this TORFP meeting qualifications in Section 2.9 and 2.10.
- 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) 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.
- C) Qualified TO Financial Proposal responses will be reviewed and ranked from lowest to highest price proposed.
- D) 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.
- E) All Master Contractors submitting a TO Proposal shall receive written notice from the TO Procurement Officer identifying the awardee.

4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

Commencement of work in response to a TO Agreement shall be initiated only upon issuance of a fully executed TO Agreement, a Non-Disclosure Agreement (To Contractor), a Purchase Order, and by

a Notice to Proceed authorized by the TO Procurement Officer. See Attachment 7 - Notice to Proceed (sample).

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LIST OF ATTACHMENTS

Attachment Label	Attachment Name	Applicable to this TORFP?	Submit with Proposal?*(Submit, Do Not Submit, N/A)
Attachment 1	Price Proposal	Applicable	Submit with TO Financial Proposal
Attachment 2	Minority Business Enterprise Participation (Attachments D-1 – D-7)	Not Applicable	N/A
Attachment 3	Task Order Agreement (TO Agreement)	Applicable	Do Not Submit with Proposal
Attachment 4	Conflict of Interest Affidavit and Disclosure	Applicable	Submit with TO Technical Proposal
Attachment 5	Labor Classification Personnel Resume Summary	Not Applicable	N/A
Attachment 6	Pre-Proposal Conference Directions	Not 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	Applicable	Do Not Submit with Proposal
Attachment 9	Agency Deliverable Product Acceptance Form (DPAF)	Applicable	Do Not Submit with Proposal
Attachment 10	Non-Disclosure Agreement (Offeror)	Not Applicable	N/A
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	Not Applicable	N/A
Attachment 15	Veteran Owned Small Business Enterprise Utilization Affidavit	Not Applicable	N/A
Attachment 16	Certification Regarding Investments in Iran	Applicable	Submit with TO Technical Proposal
Attachment 17	Sample Work Order	Not Applicable	N/A
Attachment 18	Performance Evaluation Form	Applicable	Do Not Submit with Proposal
Attachment 19	Criminal Background Check Affidavit	Not Applicable	N/A

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

ATTACHMENT 1 PRICE PROPOSAL

PRICE PROPOSAL (TIME AND MATERIALS) FOR CATS+ TORFP # F50B4400075

The total 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.

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.

Job Title from TORFP	CATS+ Labor Category	Hourly Labor Rate (A)	Total Hours (B)	Total Proposed CATS+ TORFP Price (C)
Year 1				
Integration Manager	Analyst, Computer Software/ Integration (Senior)	\$		\$
System Trainer	Training Specialist / Instructor	\$		\$
System Administrator	Administrator, Systems	\$	192	\$
Evaluated Price Year 1				\$
Year 2 (Option)				
System Administrator	Insert CATS+ Labor Category	\$	192	\$
Evaluated Price Year 2 (Option)				\$
Year 3 (Option)				
System Administrator	Insert CATS+ Labor Category	\$	192	\$
Evaluated Price Year 3 (Option)				\$
TOTAL EVALUATED LABOR PRICE YEARS 1 – 3				\$

 Authorized Individual Name

 Company Name

 Title

 Company Tax ID #

 Signature

 Date

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

ATTACHMENT 1 PRICE PROPOSAL FORM

PRICE PROPOSAL (FIXED PRICE) FOR CATS+ TORFP # F50B4400075

**PLEASE DO NOT MODIFY HIGHLIGHTED CELLS
MODIFY UNIT COST AND TIME UNIT COLUMNS ONLY**

ID	DELIVERABLE	UNIT COST	# UNITS	# PRODUCTS	SUBTOTAL
2.8.4.1	Provide Rational Requirements Composer, RRC, version 4.x or newer. 3 named user licenses.	Proposed per-unit cost	Annual (1) or Monthly (12)	3	#VALUE!
2.8.4.2	Provide Rational Team Concert, RTC, version 4.x or newer. 3 named user licenses.	Proposed per-unit cost	Annual (1) or Monthly (12)	3	#VALUE!
2.8.4.3	Provide Rational Quality Manager, RQM, version 4.x or newer. 3 named user licenses.	Proposed per-unit cost	Annual (1) or Monthly (12)	3	#VALUE!
2.8.4.4	Provide Rational Publishing Engine, RPE, version 1.2.1 or newer. 1 floating user license.	Proposed per-unit cost	Annual (1) or Monthly (12)	1	#VALUE!
2.8.4.5	Provide Cloud implementation of all applications listed above	Proposed per-unit cost	Annual (1) or Monthly (12)	1	#VALUE!
PROPOSED EVALUATED FIXED PRICE ANNUAL COSTS (SUM F2:F6)					#VALUE!
2.8.4.6	Fully configured project workspace for EBS.	Proposed per-unit cost	1	1	#VALUE!
2.8.4.7	Training manuals and sessions for all CLM modules. Maximum 4 users.	Proposed per-unit cost	1	1	#VALUE!
PROPOSED EVALUATED FIXED PRICE TOTAL YEAR 1 (SUM F7:F9)					#VALUE!
PROPOSED EVALUATED FIXED PRICE TOTAL OPTIONAL YEARS 2+3 (F7*2)					#VALUE!
PROPOSED EVALUATED FIXED PRICE TOTAL YEARS 1-3 (F10+F11)					#VALUE!

EVALUATED PRICING SUMMARY

TOTAL EVALUATED LABOR PRICE YEARS 1 – 3	\$
EVALUATED FIXED PRICE TOTAL YEARS 1-3	\$
TOTAL EVALUATED PRICE	\$

Authorized Individual Name

Company Name

Title

Company Tax ID #

Signature

Date

ATTACHMENT 2 MINORITY BUSINESS ENTERPRISE FORMS

THIS ATTACHMENT IS NOT APPLICABLE TO THIS TORFP

ATTACHMENT 3 TASK ORDER AGREEMENT

CATS+ TORFP# F50B4400075 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 # F50B4400075.
 - b) “CATS+ TORFP” means the Task Order Request for Proposals # F50B4400075, 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 Mike Balderson. 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 Proposal – Technical and TO Proposal – Financial.
2. Scope of Work
 - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with, or super-cede 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; and
- d) Exhibit C – TO Financial Proposal.

2.3 The TO Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the TO Agreement. No other order, statement or conduct of the TO Procurement Officer or any other person shall be treated as a change or entitle the TO Contractor to an equitable adjustment under this Section. Except as otherwise provided in this TO Agreement, if any change under this Section causes an increase or decrease in the TO Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the TO Agreement price shall be made and the TO Agreement modified in writing accordingly. The TO Contractor must assert in writing its right to an adjustment under this Section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the TO Contractor shall be allowed if asserted after final payment under this TO Agreement. Failure to agree to an adjustment under this Section shall be a dispute under the Disputes clause of the Master Contract. Nothing in this Section shall excuse the TO Contractor from proceeding with the TO Agreement as changed.

3. Time for Performance

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS+ TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of one (1) year, commencing on the date of Notice to Proceed and terminating on Month Day, Year. At the sole option of the State, this TO Agreement may be extended for two (2) additional one (1) year periods for a total TO Agreement period 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: Mike Balderson

Date

Witness: _____

ATTACHMENT 4 CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

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

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

Date: _____

By: _____

(Authorized Representative and Affiant)

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

THIS ATTACHMENT IS NOT APPLICABLE TO THIS TORFP

ATTACHMENT 6 PRE-PROPOSAL CONFERENCE DIRECTIONS

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP

ATTACHMENT 7 NOTICE TO PROCEED (SAMPLE)

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS+ TO Project Number (TORFP #): F50B4400075

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,

Mike Balderson

Task Order Procurement Officer

Enclosures (2)

cc: Mark Conrad

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: EBS Project IBM Rational© CLM

TO Project Number (TORFP #): F50B4400075

Title of Deliverable: _____

TORFP Reference Section # _____

Deliverable Reference ID # _____

Name of TO Manager: Mark Conrad

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: DoIT

TORFP Title: EBS Project IBM Rational® CLM

TO Manager: Mark Conrad, 410-260-7396

To:

The following deliverable, as required by TO Project Number (TORFP #): # F50B4400075 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 #F50B4400075 for EBS Project IBM Rational® CLM. 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 Mike Balderson, 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 EBS Project IBM Rational© CLM TORFP No. F50B4400075 dated March 11, 2014 (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

THIS ATTACHMENT IS NOT APPLICABLE TO THIS TORFP

**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:

- 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
- 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

THIS ATTACHMENT IS NOT APPLICABLE TO THIS TORFP

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 DoIT 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.			DoIT 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

TORFP Title: EBS Project IBM Rational® CLM

TORFP # F50B4400075

Name of Contractor being evaluated: <insert name>

(The TO Contractor shall submit one Performance Evaluation Form for each employee as required)

Evaluation Month & Year:

Role (TORFP Section 2.10):

Labor Category:

TO Contractor Name:

TO Contractor Contact:

MSDE TO Manager:

TO Requesting Agency: DoIT

PROJECT PERSONNEL PERFORMANCE RATING*

The information below shall be completed by the TO Manager or Designee and returned to the TO Contractor

Performance Area	Satisfactory	Unsatisfactory
Attendance and Timeliness		
Work Productivity		
Work Quality		
Teamwork		
Communication		
Customer Service		

*Project Personnel must maintain a “Satisfactory” rating for each performance area. The TO Contractor shall take action to address any unsatisfactory rating. At the TO Manager’s discretion, employee performance may be rejected and payment withheld pending employee performance mitigation or employee substitution.

Employee performance overall is accepted.

Employee performance overall is rejected (for reasons indicated below).

REASON(S) FOR UNSATISFACTORY EMPLOYEE PERFORMANCE RATING/S:

OTHER COMMENTS:

Signature of Evaluator

Date

Signature of TO Contractor

Date

ATTACHMENT 19 CRIMINAL BACKGROUND CHECK AFFIDAVIT

THIS ATTACHMENT IS NOT APPLICABLE TO THIS TORFP