

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

**CAPITAL BUDGET INFORMATION SYSTEM
(CBIS) MAINTENANCE**

CATS+ TORFP # F50B64000002



Department of Information Technology

Issue Date: 07/22/2015

SMALL BUSINESS RESERVE

KEY INFORMATION SUMMARY SHEET

Solicitation Title:	Capital Budget Information System (CBIS) Maintenance
Solicitation Number (TORFP #):	F50B6400002
Functional Area:	Functional Area 2 – Web and Internet Systems
Issue Date:	07/22/2015
Questions Due Date and Time:	07/31/2015 at 2:00 PM Local Time
Closing Date and Time:	08/12/2015 at 2:00 PM Local Time
TO Requesting Agency:	Department of Information Technology (DoIT)
Send Proposals to (e-mail only):	Terraceta Tubaya Procurements.Doit@maryland.gov
Send Questions to (e-mail only):	Procurements.Doit@maryland.gov
TO Procurement Officer:	Terraceta Tubaya Office Phone Number: 410-263-7193
TO Manager:	Debbie Wheeler Office Phone Number: 410-260-7074
TO Type:	Time and Materials
Period of Performance:	Two (2) Base Years with Three (3) optional one (1) year extensions
MBE Goal:	0%
VSBE Goal:	0%
Small Business Reserve (SBR):	Yes
Primary Place of Performance:	Contractor's Location or Department of Information Technology 45 Calvert Street Annapolis, MD 21401
TO Pre-proposal Conference:	A pre-proposal conference will not be held for this solicitation.

NOTICE TO BIDDERS/OFFERORS
SMALL BUSINESS RESERVE SOLICITATION

This is a Small Business Reserve Solicitation for which award will be limited to certified small business vendors. Only businesses that meet the statutory requirements set forth in State Finance and Procurement Article, §§14-501—14-505, Annotated Code of Maryland, and that are certified by the Department of General Services Small Business Reserve Program are eligible for award of a contract.

For the purposes of a Small Business Reserve Solicitation, a small business is a for-profit business, other than a broker, that meets the following criteria:

- A. It is independently owned and operated;
- B. It is not a subsidiary of another business; and
- C. It is not dominant in its field of operation.
- D.1 With respect to employees:
 - (a) Its wholesale operations did not employ more than 50 persons in its most recently completed 3 fiscal years;
 - (b) Its retail operations did not employ more than 25 persons in its most recently completed 3 fiscal years;
 - (c) Its manufacturing operations did not employ more than 100 persons in its most recently completed 3 fiscal years;
 - (d) Its service operations did not employ more than 100 persons in its most recently completed 3 fiscal years;
 - (e) Its construction operations did not employ more than 50 persons in its most recently completed 3 fiscal years; and
 - (f) The architectural and engineering services of the business did not employ more than 100 persons in its most recently completed 3 fiscal years.
- D.2 With respect to gross sales:
 - (a) The gross sales of its wholesale operations did not exceed an average of \$4,000,000 in its most recently completed 3 fiscal years;
 - (b) The gross sales of its retail operations did not exceed an average of \$3,000,000 in its most recently completed 3 fiscal years;
 - (c) The gross sales of its manufacturing operations did not exceed an average of \$2,000,000 in its most recently completed 3 fiscal years;
 - (d) The gross sales of its service operations did not exceed an average of \$10,000,000 in its most recently completed 3 fiscal years;
 - (e) The gross sales of its construction operations did not exceed an average of \$7,000,000 in its most recently completed 3 fiscal years; and

- (f) The gross sales of its architectural and engineering operations did not exceed an average of \$4,500,000 in its most recently completed 3 fiscal years.

Note: If a business has not existed for 3 years, the employment and gross sales average or averages shall be the average for each year or part of a year during which the business has been in existence.

Further information on the certification process is available at eMaryland Marketplace.

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SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 TORFP SUBJECT TO CATS+ MASTER CONTRACT

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

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

1.2 ROLES AND RESPONSIBILITIES

Personnel roles and responsibilities under the TO:

- A. **TO Procurement Officer** – The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement.
- B. **TO Manager** - The TO Manager has the primary responsibility for the management of the work performed under the TO Agreement; administrative functions, including issuing written directions; ensuring compliance with the terms and conditions of the CATS+ Master Contract.

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

- C. **TO Contractor** – The CATS+ Master Contractor awarded the Task Order. The TO Contractor shall provide human resources as necessary to perform the services described in this TORFP Scope of Work.
- D. **TO Contractor Manager** – The TO Contractor Manager will serve as primary point of contact with the TO Manager to regularly discuss progress of tasks, upcoming tasking, historical performance, and resolve any issues that may arise pertaining to the TO Contractor Personnel. The TO Contractor Manager will serve as liaison between the TO Manager and the senior TO Contractor management.
- E. **TO Contractor Personnel** – Any resource provided by the TO Contractor, its agents, subcontractors, or subcontractor agents in support of this TO over the course of the TO period of performance.
- F. **Key Personnel** – Any individual identified in the TO Proposal by the Master Contractor to perform work under the scope of this TORFP.

1.3 TO AGREEMENT

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

1.4 TO PROPOSAL SUBMISSIONS

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

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

1.5 ORAL PRESENTATIONS/INTERVIEWS

All Offerors and proposed staff will be required to make an oral presentation to State representatives in the form of an interview. The TO Procurement Officer will notify Offerors of the time and place of interviews.

Interviews, which are a type of oral presentation, will be performed in person for all Offerors meeting minimum qualifications. All candidates shall be interviewed in substantially the same manner.

In the event that more than ten (10) qualified proposals are received, the TO Procurement Officer may elect to follow a down-select process as more fully described in Section 5.3.

1.6 QUESTIONS

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

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

1.7 TO PRE-PROPOSAL CONFERENCE

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

1.8 CONFLICT OF INTEREST

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

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

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

1.9 LIMITATION OF LIABILITY

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

1.10 CHANGE ORDERS

If the TO Contractor is required to perform work beyond the scope of Section 3 of this TORFP, 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 performed in completing tasks for this TORFP shall be reimbursed in accordance with the CATS+ Master Contract.

1.12 MINORITY BUSINESS ENTERPRISE (MBE)

This TORFP has no MBE goal as stated in the Key Information Summary Sheet.

1.13 VETERAN OWNED SMALL BUSINESS ENTERPRISE (VSBE)

This TORFP has no VSBE goal as stated in the Key Information Summary Sheet.

1.14 NON-DISCLOSURE AGREEMENT

1.14.1 NON-DISCLOSURE AGREEMENT (OFFEROR)

Certain system documentation may be available for Master Contractors to review at a reading room at 45 Calvert Street, Annapolis, Maryland 21401. Master Contractors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of Attachment 9. Please contact the TO Procurement Officer to schedule an appointment.

1.14.2 NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

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

1.15 LIVING WAGE

The Master Contractor shall abide by the Living Wage requirements under Title 18, State Finance and Procurement Article, Annotated Code of Maryland and the regulations proposed by the Commissioner of Labor and Industry.

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

1.16 IRANIAN NON-INVESTMENT

All TO Proposals shall be accompanied by a completed Certification Regarding Investments in Iran, Attachment 13 of this TORFP.

1.17 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

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

Attachment 11 is a sample of the TO Contractor Self-Reporting Checklist. DoIT may send initial checklists out to applicable/selected TO Contractors approximately three months after the award date for a TO. The TO Contractor shall complete and return the checklist as instructed on the form. Subsequently, at six month intervals from the due date on the initial checklist, the TO Contractor shall update and resend the checklist to DoIT.

1.18 DEFINITIONS

Acceptable Use Policy (AUP)	A written policy documenting constraints and practices that a user must agree to in order to access a private network or the Internet.
Access	An ability or means to read, write, modify, or communicate data/information or otherwise use any information system resource.
Business Day	Monday through Friday (excluding State holidays)
Data Breach	The unauthorized acquisition, use, modification or disclosure of Sensitive Data.
Information System	A discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.
Information Technology (IT)	All electronic information-processing hardware and software, including: (a) maintenance; (b) telecommunications; and (c) associated consulting services.
Local Time	Time in the Eastern Time zone as observed by the State of Maryland. Unless otherwise specified, all stated times shall be Local Time, even if not expressly designated as such.
Normal State Business Hours	Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except State Holidays, which can be found at: www.dbm.maryland.gov – keyword: State Holidays.
Notice to Proceed (NTP)	A written notice from the TO Procurement Officer that work on the Task Order, project or Work Order shall begin on a specified date. Additional NTPs may be issued by either the TO Procurement Officer or the TO Manager regarding the start date for any service included within this solicitation with a

	delayed or non-specified implementation date.
NTP Date	The date specified in an NTP for work on the Task Order, project or Work Order to begin.
Offeror	A Master Contractor that submits a proposal in response to this TORFP.
Security Incident	A violation or imminent threat of violation of computer security policies, Security Measures, acceptable use policies, or standard security practices. “Imminent threat of violation” is a situation in which the organization has a factual basis for believing that a specific incident is about to occur.
Security or Security Measures	The technology, policy and procedures that a) protect and b) control access to networks, systems, and data.
Service Level Agreement (SLA)	Measurable levels governing TO Contractor performance and establishing associated liquidated damages for failure to meet those performance standards.
SLA Activation Date	The date on which SLA charges commence under this Task Order, which may include, but not be limited to, the date of (a) completion of Transition In, (b) a delivery, or (c) releases of work.
State	The State of Maryland
System Availability	The period of time the System will work as required including non-operational periods associated with reliability, maintenance, and logistics.
Task Order (TO)	The scope of work described in this TORFP.
Task Order Agreement	The contract awarded to the successful Offeror pursuant to this Task Order Request for Proposals, the form of which is attached to this TORFP as Attachment 3.
TO Proposal	As appropriate, either or both an Offeror’s Technical or Financial Proposal to this TORFP.
TO Request for Proposals (TORFP)	This Task Order Request for Proposal, including any amendments / addenda thereto.
Total Evaluated Price	The Offeror’s total proposed price for products/services proposed in response to this solicitation, included in the TO Price Sheet, and used in the financial evaluation of TO Proposals.
Work Order	A subset of work authorized by the TO Manager performed under the general scope of this TORFP, which is defined in advance of fulfillment, and which may not require a change order. Except as otherwise provided, any reference to the TO shall be deemed to include reference to a Work Order.

Working Day(s)

Same as "Business Day"

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SECTION 2 - COMPANY AND PERSONNEL QUALIFICATIONS

2.1 MINIMUM QUALIFICATIONS

2.1.1 OFFEROR'S COMPANY MINIMUM QUALIFICATIONS

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

- i) A contract for web support services the Offeror is currently performing or which has been completed within the last five (5) years, which includes supporting Microsoft SQL Server 2008-2012.

For each identified contract the Offeror is to provide in its Technical Proposal:

- ii) The contracting entity;
- iii) A brief description of the services/goods provided;
- iv) The dollar value of the contract;
- v) The term of the contract;
- vi) The employee contact person (name, title, telephone number and if possible e-mail address); and
- vii) Whether the contract was terminated before the end of the term specified in the original contract, including whether any available renewal option was not exercised.

2.1.2 OFFEROR'S PERSONNEL MINIMUM QUALIFICATIONS

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

Resumes shall clearly outline starting dates and ending dates for each applicable experience or skills. The Advanced Technology Applications Developer and Senior Systems Engineer must demonstrate expertise in the following:

- A. Minimum of 5 years of experience in Microsoft Windows Server 2008 or higher Virtual Servers(s)
- B. Minimum of 5 years of experience in Microsoft SQL Server 2008 Standard Edition or higher
- C. Minimum of 5 years of experience in Microsoft C# .NET Framework 3.5
- D. Minimum of 3 years of experience in SAP Crystal Reports for MS Visual Studio 2010 Support Pack 14 (v.13.0.14.1720)

2.2 TO CONTRACTOR AND PERSONNEL PREFERRED QUALIFICATIONS

The following preferred qualifications will be evaluated as part of the technical proposal:

- A. Minimum of 5 years of experience in Microsoft .NET Framework SDK 3.5
- B. Minimum of 3 years of experience in Microsoft Visual Studio .NET 2010
- C. Minimum of 3 years of experience in Microsoft Enterprise Library 4.1
- D. Minimum of 3 years of experience in Telerik UI for ASP .NET AJAX
- E. Minimum of 3 years of experience in Microsoft Team Foundation Server
- F. Minimum of 3 years of experience in eHelp RoboHelp Office X4

The TO Contractor shall be capable of furnishing all necessary services required to successfully complete all tasks and work requirements and produce high quality deliverables as described herein.

The TO Contractor shall demonstrate, in its proposal, that it either possesses such expertise in-house or has fostered strategic alliances with other firms for providing such services.

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SECTION 3 - SCOPE OF WORK

3.1 PURPOSE

DoIT along with the Department of Budget and Management (DBM), Office of Capital Budgeting (OCB) is issuing this CATS+ TORFP in order to obtain one (1) Master Contractor as a provider of maintenance and enhancement services for the Capital Budgeting Information System (CBIS).

3.2 REQUESTING AGENCY BACKGROUND

The OCB prepares the Governor's annual Capital Budget and develops the five-year Capital Improvement Program, exclusive of Department of Transportation projects. In order for the State to process its capital budget, all agencies are required to submit their capital budget requests to the OCB. The OCB makes capital budget recommendations to the Governor's Office and the Governor decides what should be presented to the General Assembly. The General Assembly then reviews the capital budget information, makes final budget decisions and enacts the capital budget.

3.3 PROJECT BACKGROUND / EXISTING SYSTEM DESCRIPTION

The State acquired services for the development of the current CBIS, including development of software, testing, software installation, documentation and support. This new system was implemented into production in September 2004.

CBIS allows agencies to electronically submit capital budget requests from their desktops, through a web interface to a central database. OCB budget analysts review the requests and update CBIS with the Governor's recommendations to the General Assembly. Following the legislative review, OCB staff enters the Governor's and legislature's decisions. All Capital Budget reports are also generated and printed from CBIS.

3.4 PROFESSIONAL DEVELOPMENT

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

3.5 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES

The TO Contractor shall comply with all applicable laws, regulations, policies, standards, and guidelines affecting information technology and technology projects, which may be created or changed periodically.

The TO Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting security and technology project execution.

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

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

- A. The State of Maryland System Development Life Cycle (SDLC) methodology.
- B. The State of Maryland Information Technology Security Policy and Standards.
- C. The State of Maryland Information Technology Non-Visual Access Standards.
- D. The TO Contractor shall follow project management methodologies consistent with the Project Management Institute's Project Management Body of Knowledge Guide.
- E. TO Contractor Personnel shall follow a consistent methodology for all TO activities.

F. The State’s Information Technology Project Oversight Policies for any work performed under this TORFP for one or more Major IT Development Projects (MITDPs).

3.6 REQUIREMENTS

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

3.6.1 TRANSITION REQUIREMENTS

ID #	Requirement	Associated Deliverable ID # from Section 3.8.4 below as applicable
3.6.1.1	TO Contractor shall provide a Maintenance Transition Plan that includes the following: <ul style="list-style-type: none"> • Staffing for the support of the CBIS application. • Transition schedule. • Management Controls. • Reporting procedures. • Hardware, software, and office administrative needs. • Security access and system connectivity. • Training and orientation of the TO Contractor’s staff on the CBIS application. • Attaining working knowledge of CBIS standard operating procedures (SOPs) as provided by DoIT and the State’s general business practices. • Attaining working knowledge of all technical and functional matters associated with the network and security architecture and the CBIS software. • Demonstration of the team’s operational readiness to provide maintenance and support. 	3.8.4.7
3.6.1.2	The TO Contractor shall integrate the incumbent’s Transition Plan into its Transition Plan as necessary to ensure smooth performance during the transition period.	
3.6.1.3	TO Contractor shall support end-of-TO transition to a new TO Contractor with an End of TO Agreement Transition Plan that includes the following: <ul style="list-style-type: none"> • Report of any outstanding deliverables and mitigation, and • Schedule for completing all services and/or deliverables. The Plan shall be provided 60 days prior to the end of this TO Contract and is subject to approval by the TO Manager.	3.8.4.10

3.6.2 MAINTENANCE OF CBIS SYSTEM

ID #	Requirement	Associated Deliverable ID # from Section 3.8.4 below as applicable
3.6.2.1	TO Contractor Personnel shall ensure that the CBIS application and Virtual Server’s operating system, and all its database structure, remain compatible with existing OCB conditions and infrastructure, unless requested otherwise by the State. <ul style="list-style-type: none"> • The State will control the anti-virus software on the system. 	
3.6.2.2	TO Contractor Personnel shall ensure that the Training\prior-year\Development	

	servers' operating system, and all its database structure, remain compatible with existing OCB conditions and infrastructure, unless requested otherwise by the State.	
3.6.2.3	TO Contractor Personnel shall update all system documentation as required.	3.8.4.1 3.8.4.2 3.8.4.3 3.8.4.4 3.8.4.5 3.8.4.6
3.6.2.4	TO Contractor Personnel shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services, and to ensure system operation consistent with the Service Level Agreement.	
3.6.2.5	TO Contractor Personnel shall recommend hardware upgrades identified in the course of the providing services.	
3.6.2.6	TO Contractor Personnel shall provide a Schedule of Routine Maintenance for each six month period of the TO Contract.	3.8.4.8
CBIS Performance:		
3.6.2.7	TO Contractor Personnel shall ensure that CBIS is accessible for users to enter or modify data 164 hours a week (Sunday – Saturday).	
Production/Back up Servers – with TO Manager approval:		
3.6.2.8	TO Contractor Personnel shall evaluate and install new software, upgrades, and/or patches related to operating system, support software, and utilities.	
3.6.2.9	TO Contractor Personnel shall establish a baseline of performance, tracked quarterly going forward, to show incremental improvements to system performance.	
3.6.2.10	TO Contractor Personnel shall make recommendations for performance improvement and implement as directed by the TO Manager.	
3.6.2.11	TO Contractor Personnel shall produce and submit to the TO Manager a monthly report showing operational status, trends or irregularities.	
Training and Maintenance/Development Servers – with TO Manager Approval		
3.6.2.12	TO Contractor Personnel shall evaluate and install new software, upgrades, and/or patches related to operating system, support software, and utilities.	
Database – With TO Manager Approval:		
3.6.2.13	TO Contractor Personnel shall evaluate and install new software, upgrades, and/or patches related to the system database application.	
3.6.2.14	TO Contractor Personnel shall perform weekly database maintenance activities during the regularly scheduled maintenance window including, but not limited to, archiving, purging, compressing and normalization and shall make recommendations for changes to these procedures.	
3.6.2.15	TO Contractor Personnel shall implement procedures, as directed and approved by the TO Manager, to facilitate automated database maintenance and shall make recommendations for changes to these procedures.	
3.6.2.16	TO Contractor Personnel shall produce and submit to the TO Manager a monthly report showing operational status of the databases, trends or irregularities.	

3.6.2.17	TO Contractor Personnel shall establish and perform database benchmark testing that reports database performance.	
3.6.2.18	TO Contractor Personnel shall make recommendations for performance optimization and implement as directed by TO Manager.	
Maintenance Process		
3.6.2.19	TO Contractor Personnel shall develop and execute a transition plan for taking over the maintenance provided under the current contract.	3.8.4.7
3.6.2.20	TO Contractor Personnel shall provide, 15 days subsequent to NTP, a six-month schedule of routine maintenance and testing activities. Subsequent schedules should be provided three weeks prior to the expiration of the previous schedule. All non-routine maintenance including, but not limited to, software upgrades, interim releases, and security patching, requiring downtime exceeding the standard maintenance window must be preauthorized by the TO Manager.	3.8.4.8
3.6.2.21	TO Contractor Personnel shall evaluate the necessity of upgrades/patches to the CBIS software.	
3.6.2.22	TO Contractor Personnel shall notify the TO Manager of the criticality of any patch, upgrade, or interim software release prior to installation, and follow the Configuration Management procedure.	
3.6.2.23	<p>TO Contractor Personnel shall follow the required guidelines, policies, and methodologies specified in Section 3.5 when making updates to the CBIS software. Examples of these processes include, but are not limited to:</p> <ul style="list-style-type: none"> • TO Contractor Personnel shall establish and maintain development and test environments. • TO Contractor Personnel shall establish and maintain an accessible, complete copy of the prior year environment for OCB to access as necessary. • TO Contractor Personnel shall perform system, regression, performance, and security testing prior to any updates to CBIS. The TO Manager shall participate in User Acceptance Testing (UAT) as necessary and utilize the output of UAT for final approval. • TO Contractor Personnel shall establish and maintain a software and document configuration library and execute version control. 	
3.6.2.24	Following the Configuration Management procedure, the TO Contractor Personnel shall obtain TO Manager approval of all maintenance fixes prior to installation on CBIS.	

3.6.3 PROBLEM RESOLUTION

ID #	Requirements	Associated Deliverable ID # from Section 3.8.4 below as applicable
3.6.3.1	TO Contractor Personnel shall provide ongoing system technical support to include telephone and on-site assistance with CBIS. This will be utilized on an as-needed basis, and will be paid based on hours estimated by the TO Contractor and approved by the TO Manager.	
3.6.3.2	TO Contractor Personnel shall ensure that CBIS is down only for minimal time	

	(fewer than four hours per incident) to address a reported problem, but only if the outage is not related to the hosting environment or that access to the hosting environment is required to address the outage.	
3.6.3.3	TO Contractor Personnel shall provide a call tracking system for all calls made by the TO Manager or designated representative to the technical support center. Each call must be assigned a unique "trouble ticket number." The ticket number will be given to the TO Manager for tracking purposes.	
3.6.3.4	TO Contractor Personnel shall resolve any issues that occur from system failover and/or subsequent recovery not related to the host environment.	
Problem Resolution Process		
3.6.3.5	<p>The TO Manager shall notify the TO Contractor of problem incidents by telephone or e-mail.</p> <ul style="list-style-type: none"> • The State assigns incident priority and reserves the right to alter the assigned priority of problem incidents up or down as the need arises, and will notify the TO Contractor appropriately. • If the priority is altered by the State, the response timeframe applicable to the altered assignment applies. • Elapsed time will be calculated beginning with the time of the revised notification. 	
3.6.3.6	<p>The TO Manager shall provide the TO Contractor with the information sources below. These items will be provided no later than the initial kickoff meeting after contract award:</p> <ul style="list-style-type: none"> • System Documentation, including CBIS User Manual, Technical Detail Architecture Document, Failover Recovery Plan, Quality Assurance Plan, Security Plan, Configuration Management Plan, Release Management Procedure, Change Management Procedure, and System Design Document. • As applicable and available: <ul style="list-style-type: none"> ○ Program source code for CBIS ○ Copy of the current database in electronic format ○ Reports as available ○ Any updates to the State policies and regulations that affect this Contract. 	
3.6.3.7	The TO Contractor Personnel shall follow the State's Configuration Management Plan when making updates to the CBIS software.	

3.6.4 ENHANCEMENT REQUEST AND DEVELOPMENT REQUIREMENTS

ID #	Requirements	Associated Deliverable ID # from Section 3.8.4 below as applicable
3.6.4.1	TO Contractor Personnel shall develop reports as directed by the TO Manager.	
3.6.4.2	TO Contractor Personnel shall add database fields as directed by the TO Manager.	
3.6.4.3	<p>TO Contractor Personnel shall perform minor changes to the application such as:</p> <ul style="list-style-type: none"> • Add/Change field labels • Modify/create Dynamic Link Libraries (dlls) • Modify/create stored procedures. 	

Enhancement Request Process		
3.6.4.4	The TO Manager shall e-mail a request to the TO Contactor to provide services. The request will include at a minimum: <ul style="list-style-type: none"> • The due date and time for submitting a response; • Technical requirements and description of the services needed; • Performance objective and/or deliverables, as may be applicable; and • Testing, Acceptance, Performance and Warranty Periods. 	
3.6.4.5	TO Contractor shall e-mail a response to the TO Manager within the specified due date and time that shall include at a minimum: <ul style="list-style-type: none"> • A detailed written description of any work to be subcontracted, the name and address of any proposed subcontractor(s), and the proposed contractual agreement with the subcontractor; • A proposed approach to satisfying the requirements of the task and development of task deliverable; • A response to the description of the service that details the TO Contractor’s understanding of the work; • A narrative description of the proposed work plan. This description shall include a schedule of resources and related tasks, including an explanation of how these tasks will be completed; • Identification of those activities or phases that can be completed independently or simultaneously versus those that must be completed before another activity or phase can commence; • The personnel resources, including those of any subcontractors, and estimated hours and cost to complete the task; and • The maximum time needed to complete the services required. 	
3.6.4.6	The TO Manager will review the response and will either approve or deny the work. Prior to doing so, the TO Contractor may contact the TO Contractor to obtain additional information, clarification or revision to the response. No work shall commence unless and until the TO Manager issues a NTP.	
3.6.4.7	The TO Contractor shall follow configuration management procedures when making approved enhancements to the CBIS software.	

3.6.5 MONTHLY STATUS MEETINGS AND REPORTING

ID #	Requirements	Associated Deliverable ID # from Section 3.8.4 below as applicable
3.6.5.1	The TO Contractor and DoIT shall conduct monthly status meetings.	
3.6.5.2	The TO Contractor shall submit a monthly status report via email to the TO Manager three (3) days in advance of the monthly status meeting.	3.8.4.9
3.6.5.3	The monthly status report shall contain, at the minimal, the following information: <ol style="list-style-type: none"> Department of Information Technology Name, TO Agreement number, functional area name (e.g., Maintenance, Problem Resolution, or Enhancement) and number, reporting period and “Status Report” to be included in the email subject line. Work accomplished during the monthly period, broken-down into the 	3.8.4.9

	following categories: <ul style="list-style-type: none"> i. Maintenance work performed <ul style="list-style-type: none"> 1. Patches/upgrades applied ii. Enhancement work performed <ul style="list-style-type: none"> 1. Deviation from the work plan 2. Deliverable progress iii. Problem resolution work performed <ul style="list-style-type: none"> 1. Problem areas 2. Problems resolved/unresolved during period, with associated ticket numbers c. Planned activities, such as upcoming maintenance or upgrades, for the next reporting period d. A financial accounting report for work performed during the current reporting period. e. Any other issues that require the attention of the TO Manager. 	
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3.6.6 SERVICE LEVEL AGREEMENT (SLA)

The TO Contractor shall address system issues according to the following predefined service levels. The State retains the authority to establish and modify these priorities as necessary:

Level	Category	Response Time	Resolution Time	Response Availability	Comments
4	Critical	1 Hour or less	Within 4 hours	7 days/week, 24 hours a day	The issue causes the systems or users to be unable to work or perform all of the CBIS processes.
3	Urgent	8 hours or less	By Next business day (with 24 hours)	5 days/week, Mon-Fri, 7:30 AM – 5:00 PM	The issue causes the systems or users to be unable to work or perform some significant portion of CBIS process.
2	Routine	With 5 days or less	Within one week or as Agreed by Project Manager	5 days/week, Mon-Fri, 7:30 AM – 5:00 PM	The issue causes the users to be unable to perform some small portion of the CBIS process. This may also include questions and requests for information.
1	Low	30 days or less	As Agreed by Project Manager	5 days/week, Mon-Fri, 7:30 AM-5:00 PM	This issue is typically a request for service with ample lead time. This may also include questions and requests for information.

The TO Manager shall be notified 48 hours in advance of scheduled maintenance activities that may impact site/system availability. Maintenance of 30 minutes or more shall be scheduled after 9 p.m. EST. Maintenance outside of this schedule must have prior approval by the TO Manager. The TO Contractor will coordinate with DoIT staff and contractors on system issues relating to software, hardware, network, IDS/IPS and backup services according to the following predefined service levels. The State has the authority to establish and modify all work priorities. An emergency request for

assistance by the TO Manager or designee as described in Section 2.11 shall be considered to be a Priority 1 Response Level.

The TO Contractor shall be subject to liquidated damages (and not a penalty) for non-compliance with the SLA as follows:

- A. Failure to successfully resolve a Level 4 Critical issue within the time given under the SLA shall result in a 5% payback of that month's regular invoice, beginning 10 minutes after the time allotted for resolution. Another 2% will be assessed for every 10 minutes the issue goes unresolved.
- B. Failure to successfully resolve a Level 3 Urgent issue within the time under the SLA shall result in a 2% payback of the agreed upon chargeable hours to resolve the issue beginning 30 minutes after the time allotted for resolution. Another 2% will be assessed for every 60 minutes the issue goes unresolved.
- C. Failure to successfully resolve a Level 2 Routine issue within the time given under the SLA shall result in a 2% payback of the agreed upon chargeable hours to resolve the issue beginning 4 business hours after the time allotted for resolution. Another 2% will be assessed for every 8 business hours the ticket goes unresolved.
- D. Failure to successfully resolve a Level 1 Low issues within the time given under the SLA shall result in a 2% payback of the agreed upon chargeable hours to resolve the issue beginning 8 hours after the time allotted for resolution. Another 2% will be assessed for every 16 hours the issue goes unresolved.

3.6.7 BACKUP / DISASTER RECOVERY

The TO Contractor shall perform regular backups of the four (4) current servers which are used to maintain the CBIS system. This shall include daily incremental backups and full weekly backups of all volumes of servers. The TO Contractor shall retain daily backups for one month, and weekly backups for two (2) years. All backup media will be stored off-site by the TO Contractor. System/OS backups for each of the listed servers will be on a quarterly basis, with two (2) additional during the year, for a total of six (6) system backups per server.

3.6.8 REQUIREMENTS FOR HARDWARE, SOFTWARE, AND MATERIALS

Any hardware, software and/or associated materials identified during the course of the TOA as required for maintenance or enhancement of the CBIS system must be reported in the TO Contractor's monthly status report. If the TO Contractor is requested by the TO Manager to acquire any materials, costs must be passed through to DoIT with no mark-up.

3.7 PERFORMANCE AND PERSONNEL

3.7.1 WORK HOURS

- A. 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.

- B. Non-Business Hours Support: TO Contractor Personnel may also be required to provide occasional support outside of core business hours, including evenings, overnight, and weekends, to support specific efforts and emergencies to resolve system repair or restoration. Hours providing support outside of core business hours will be billed on actual time worked at the rates proposed.
- C. State-Mandated Service Reduction Days: TO Contractor Personnel shall be required to participate in any State-mandated Service Reduction Days as well as State Furlough Days. In this event, the TO Contractor will be notified in writing by the TO Manager of these details.
- D. Minimum and Maximum Hours: Full-time TO Contractor Personnel shall work a minimum of 40 hours per week with starting and ending times as approved by the TO Manager. A flexible work schedule may be used with TO Manager approval, including time to support any efforts outside core business hours. TO Contractor Personnel may also be requested to restrict the number of hours TO Contractor Personnel can work within a given period of time that may result in less than an eight hour day or less than a 40 hour work week.
- E. Vacation Hours: Requests for leave shall be submitted to the TO Manager at least two weeks in advance. The TO Manager reserves the right to request a temporary replacement if leave extends longer than one consecutive week. In cases where there is insufficient coverage, a leave request may be denied.

3.7.2 DIRECTED PERSONNEL REPLACEMENT

- A. The TO Manager may direct the TO Contractor to replace any TO Contractor Personnel who, in the sole discretion of the TO Manager, are perceived as being unqualified, non-productive, unable to fully perform the job duties, disruptive, or known, or reasonably believed, to have committed a major infraction(s) of law or Department or Agency, Contract, or Task Order requirement.
- B. If deemed appropriate in the discretion of the TO Manager, the TO Manager shall give written notice of any personnel performance issues to the TO Contractor, describing the problem and delineating the remediation requirement(s). The TO Contractor shall provide a written Remediation Plan within three (3) days of the date of the notice. If the TO Manager rejects the Remediation Plan, the TO Contractor shall revise and resubmit the plan to the TO Manager within five (5) days of the rejection, or in the timeframe set forth by the TO Manager in writing. Once a Remediation Plan has been accepted in writing by the TO Manager, the TO Contractor shall immediately implement the Remediation Plan.
- C. Should performance issues persist despite the approved Remediation Plan, the TO Manager will give written notice of the continuing performance issues and either request a new Remediation Plan within a specified time limit or direct the removal and replacement of the TO Contractor Personnel whose performance is at issue. A request for a new Remediation Plan will follow the procedure described in Section 3.7.2B.
- D. In circumstances of directed removal, the TO Contractor shall provide a suitable replacement for TO Manager approval within fifteen (15) days of the date of the notification of directed removal, or the actual removal, whichever occurs first, or such earlier time as directed by the TO Manager in the event of a removal on less than fifteen days notice.

- E. Normally, a directed personnel replacement will occur only after prior notification of problems with requested remediation, as described above and, if at all possible, at least fifteen (15) days advance notice shall be given to the TO Contractor. However, the TO Manager reserves the right to direct immediate personnel replacement without utilizing the remediation procedure described above and on less than fifteen (15) days' notice, including immediate removal.
- F. Replacement or substitution of TO Contractor Personnel under this section shall be in addition to, and not in lieu of, the State's remedies under the Task Order or which otherwise may be available at law or in equity.

3.7.3 SUBSTITUTION OF PERSONNEL

3.7.3.1 PRIOR TO TASK ORDER EXECUTION

Prior to Task Order Execution or within thirty (30) days after Task Order Execution, the Offeror may substitute proposed Key Personnel only under the following circumstances: vacancy occurs due to the sudden termination, resignation, or approved leave of absence due to an Extraordinary Personnel Event, or death of such personnel. To qualify for such substitution, the Offeror must describe to the State's satisfaction the event necessitating substitution and must demonstrate that the originally proposed personnel are actual full-time direct employees of the Offeror / TO Contractor (subcontractors, temporary staff or 1099 contractors do not qualify). Proposed substitutions shall be of equal caliber or higher, in the State's sole discretion. Proposed substitutes deemed by the State to be less qualified than the originally proposed individual may be grounds for pre-award disqualification or post-award termination.

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

3.7.3.2 SUBSTITUTION AFTER TASK ORDER EXECUTION

The procedure for substituting personnel after the thirty (30) day period following Task Order execution is as follows:

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

3.7.4 PREMISES AND OPERATIONAL SECURITY

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

3.8 DELIVERABLES

3.8.1 DELIVERABLE SUBMISSION

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

For every deliverable the TO Contractor shall submit by e-mail an Agency Deliverable Product Acceptance Form (DPAF), provided as Attachment 8, to the TO Manager in MS Word (2007 or greater).

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

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

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

3.8.2 DELIVERABLE ACCEPTANCE

A final deliverable shall satisfy the scope and requirements of this TORFP for that deliverable, including the quality and acceptance criteria for a final deliverable as defined in Section 3.8.4 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 8). 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 3.10 Invoicing.

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

At the TO Manager's discretion, 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.

3.8.3 MINIMUM DELIVERABLE QUALITY

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

Each deliverable shall meet the following minimum acceptance criteria:

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

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

3.8.4 DELIVERABLE DESCRIPTIONS / ACCEPTANCE CRITERIA

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

All deliverables will be reviewed for acceptability under the criteria described in Section 3.8.3 and will be subject to approval by the TO Manager and/or other State personnel. In the event that any deliverable is rejected by any of these approvers, procedures as described in Section 3.8.2 will be initiated.

ID#	Deliverables	Acceptance Criteria	Due Date
3.8.4.1	Technical Detail Architecture Document	All changes from enhancement to be incorporated in documentation and will be approved by TO Manager.	One month after any enhancement has changed this document.
3.8.4.2	Design Document	All changes from enhancement to be incorporated in documentation and will be approved by TO Manager.	One month after any enhancement has changed this document.
3.8.4.3	Quality Assurance Plan	All changes from enhancement to be incorporated in documentation and will be approved by TO Manager.	One month after any enhancement has changed this document.
3.8.4.4	Security Plan	All changes from enhancement to be incorporated in documentation and will be approved by TO Manager.	One month after any enhancement has changed this document.
3.8.4.5	Failover Recovery Plan	All changes from enhancement to be incorporated in documentation and will be approved by TO Manager.	One month after any enhancement has changed this document.
3.8.4.6	Configuration Management Plan	All changes from enhancement to be incorporated in documentation and will be approved by TO Manager.	One month after any enhancement has changed this document.
3.8.4.7	Maintenance Transition Plan	Microsoft Word document(s) that describes Transition. The document shall contain information such as resources, transition schedule, management controls, and reporting procedures.	NTP + 15 days Approved by TO Manager.
3.8.4.8	Six Month Schedule of Routine Maintenance	Microsoft Word or Microsoft Excel document that contains a schedule listing dates, times and tasks to be performed in the routine maintenance and will be approved by the TO Manager.	NTP + 15 days. Subsequent schedule received three weeks prior to the end of the current schedule Approved by TO Manager.
3.8.4.9	Status reports	Will need to have all work completed, split by task and individual with the hours worked, split by Maintenance/enhancement/problem resolution which will be approved by TO Manager.	Monthly (by the 7 day of the next month).
3.8.4.10	End-of TO Agreement Transition	TO Contractor shall support end-of-TO transition to new TO Contractor with a Transition Plan that includes, but is not limited to: a) report of any outstanding deliverables and mitigation and b) a schedule for completing all services and/or deliverables. The Plan shall be provided 60 days prior to the end of this TO Contract and approval by TO Manager.	60 Days prior to the end of TO Contract.

3.9 WORK ORDER PROCESS

- A) Additional services will be provided via a Work Order process. A Work Order may be issued on either a fixed price or time and materials (T&M) basis. T&M Work Orders will be issued in accordance with pre-approved Labor Categories with the fully loaded rates proposed in Attachment 1.

- B) The TO Manager shall e-mail a Work Order Request (See Attachment 14) to the TO Contractor to provide services or resources that are within the scope of this TORFP. The Work Order Request will include:
- 1) Technical requirements and description of the service or resources needed;
 - 2) Performance objectives and/or deliverables, as applicable;
 - 3) Due date and time for submitting a response to the request; and
 - 4) Required place(s) where work must be performed.
- C) The TO Contractor shall e-mail a response to the TO Manager within the specified time and include at a minimum:
- 1) A response that details the TO Contractor's understanding of the work;
 - 2) A price to complete the Work Order Request using the format provided in Attachment 14;
 - 3) A description of proposed resources required to perform the requested tasks, with CATS+ labor categories listed in accordance with Attachment 1;
 - 4) An explanation of how tasks shall be completed, including proposed subcontractors and related tasks;
 - 5) State-furnished information, work site, and/or access to equipment, facilities, or personnel; and
 - 6) The proposed personnel resources, including any subcontractor personnel, to complete the task.
- D) For a T&M Work Order, the TO Manager will review the response and will confirm the proposed labor rates are consistent with this TORFP. For a fixed price Work Order, the TO Manager will review the response and will confirm the proposed prices are acceptable.
- E) The TO Manager may contact the TO Contractor to obtain additional information, clarification or revision to the Work Order, and if s/he desires to proceed with the work will provide the Work Order to the TO Procurement Officer for approval. The TO Procurement Officer could issue a change order to the TO Agreement if appropriate.
- F) Proposed personnel on any type of Work Order shall be approved by the TO Manager. The TO Contractor shall furnish resumes of proposed personnel specifying their intended labor category from the CATS+ Labor Categories proposed in the TO Proposal. The TO Manager shall have the option to interview the proposed personnel. After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the personnel.
- G) The TO Manager will issue the NTP after the Work Order is approved.

3.10 INVOICING

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

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

3.10.1 INVOICE SUBMISSION PROCEDURE

- A) Proper invoices for payment shall contain the TO Contractor's Federal Tax Identification Number, the "Department of Information Technology" as the recipient, date of invoice, TO

Agreement number, invoiced item description, invoiced item number (e.g., “2.7.4.1.”), period of performance covered by the invoice, a total invoice amount, and a TO Contractor point of contact with telephone number.

- B) All invoices submitted for payment shall be accompanied by signed notice(s) of acceptance as described below. Payment of invoices will be withheld if the appropriate signed acceptance form documentation is not submitted.
- 1) To be considered a proper T&M invoice (for Task Order requirements and for T&M Work Orders issued under this Task Order) the TO Contractor shall include with the signed invoice a signed timesheet as described in Section 3.10. Include for each person covered by the invoice the following, individually listed per person: name, hours worked, hourly labor rate, invoice amount and a copy of each person’s timesheet for the period signed by the TO Manager.
 - 2) To be considered a proper Fixed Price invoice (for Task Order requirements and for fixed price Work Orders issued under this Task Order) the TO Contractor shall include with the signed invoice a signed DPAF (Attachment 8) for each deliverable invoiced. Payment will only be made upon completion and acceptance of the deliverables as defined in Section 3.8.
- C) The TO Contractor shall e-mail the original of each invoice and signed notice(s) of acceptance to the TO Requesting Agency at e-mail address: doitfiscal.invoiceservice@maryland.gov, with a copy to the TO Manager.
- D) Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

For the purposes of this Task Order an amount will not be deemed due and payable if:

- A) The amount invoiced is inconsistent with the Task Order Agreement.
- B) The proper invoice has not been received by the party or office specified in the Task Order Agreement.
- C) The invoice or performance under the contract is in dispute or the TO Contractor has failed to otherwise comply with the provisions of the Task Order Agreement
- D) The item or services have not been accepted.
- E) The quantity of items delivered is less than the quantity ordered.
- F) The items or services do not meet the quality requirements of the Task Order
- G) If the Contract provides for progress payments, the proper invoice for the progress payment has not been submitted pursuant to the schedule contained in the agreement
- H) If the Contract provides for withholding a retainage and the invoice is for the retainage, all stipulated conditions for release of the retainage have not been met.
- I) The Contractor has not submitted satisfactory documentation or other evidence reasonably required by the TO Procurement Officer or by the contract concerning performance under the Task Order Agreement and compliance with its provisions.

3.10.2 TIME SHEET SUBMISSION AND ACCEPTANCE

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

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

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

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

3.11 RETAINAGE

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

3.12 SOC TYPE II AUDIT

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

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SECTION 4 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

4.1 REQUIRED RESPONSE

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

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

4.2 SUBMISSION

4.2.1 E-MAIL SUBMISSION

The TO Technical Proposal shall be submitted in one or more separate e-mails from the TO Financial Proposal.

DoIT can only accept e-mails that are less than or equal to 25MB. If a submission exceeds this size, split the submission into two or more parts and include the appropriate part number in the subject (e.g., part 1 of 2) after the subject line information above.

The TO Technical Proposal shall be contained in one or more unencrypted e-mails, with two attachments. This e-mail shall include:

- A. Subject line "CATS+ TORFP # F50B6400002 Technical" plus the Master Contractor Name
- B. One attachment labeled "TORFP # F50B6400002 Technical - Attachments" containing all Technical Proposal Attachments (see Section 4.3 below), signed and in PDF format.
- C. One attachment labeled "TORFP # F50B6400002 Technical – Proposal" in Microsoft Word format (2007 or later).

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

DoIT will contact Offerors for the password to open each file. Each file shall be encrypted with the same password. The TO Procurement Officer will only contact those Offerors with TO Proposals that are reasonably susceptible for award. Offerors that are unable to provide a password that opens the TO Financial Proposal documents will be deemed not susceptible for award. Subsequent submissions of financial content will not be allowed. This e-mail shall include:

- D. Subject line "CATS+ TORFP # F50B6400002 Financial" plus the Master Contractor Name
- E. One attachment labeled "TORFP F50B6400002 Financial" containing the TO Financial Proposal contents, signed and in PDF format.

4.3 SUMMARY OF ATTACHMENTS

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

The following signed attachments shall be included with the TO Technical Proposal in PDF format:

- A. Attachment 4 – Conflict of Interest Affidavit and Disclosure
- B. Attachment 5A and 5B- Attachment 5A Minimum Qualifications Summary and Attachment 5B Personnel Resume Form
- C. Attachment 12 – Living Wage Affidavit of Agreement
- D. Attachment 13 - Certification Regarding Investments in Iran

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

- E. Attachment 1 Price Sheet – Signed PDF

4.4 PROPOSAL FORMAT

A TO Proposal shall contain the following sections in order:

4.4.1 TO TECHNICAL PROPOSAL

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

A) Proposed Services

- 1) Executive Summary: A one-page summary describing the Offeror's understanding of the TORFP scope of work (Section 3) and proposed solution.
- 2) Proposed Solution: A more detailed description of the Offeror's understanding of the TORFP scope of work, 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 3 - 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 3 – 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 3 - Scope of Work. The final schedule should come later as a deliverable under the TO after the TO Contractor has had an 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 3 - Scope of Work. Includes a description of strategies to mitigate risks. If the Risk Assessment appears as a deliverable in Section 3 – 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 Offeror in developing the TO Technical Proposal.
- 7) Tools the Master Contractor owns and proposes for use to meet any requirements in Section 3.

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 2.1.1.

Reference	Offeror Company Minimum Requirements	Evidence of Compliance
2.1.1	<p>Only those Master Contractors that fully meet all minimum qualification criteria shall be eligible for TORFP proposal evaluation. The Master Contractor’s proposal and references will be used to verify minimum qualifications. The Master Contractor’s proposal shall demonstrate meeting the following minimum requirements:</p> <ul style="list-style-type: none"> i) A contract for web support services the Offeror is currently performing or which has been completed within the last five (5) years, which includes supporting Microsoft SQL Server 2008-2012. <p>For each identified contract the Offeror is to provide in its Technical Proposal:</p> <ul style="list-style-type: none"> ii) The contracting entity; iii) A brief description of the services/goods provided; iv) The dollar value of the contract; v) The term of the contract; vi) The employee contact person (name, title, telephone number and if possible e-mail address); and vii) Whether the contract was terminated before the end of the term specified in the original contract, including whether any available renewal option was not exercised. 	Offeror evidence of compliance here.

C) Proposed Personnel and TORFP Staffing

Offeror shall propose **exactly three (3)** key resources in response to this TORFP.

- 1) Complete and provide for each proposed resource Attachment 5A Minimum Qualifications Summary and Attachment 5B Personnel Resume Form.
- 2) Provide three (3) references per proposed personnel containing the information listed in Attachment 5B.

- 3) Provide a Staffing Management Plan that demonstrates how the Offeror will provide resources in addition to the personnel requested in this TORFP, and how the TO Contractor Personnel shall be managed. Include:
 - a) Planned team composition by role (**Important! Identify specific names and provide history only for the proposed resources required for evaluation of this TORFP**).
 - b) Process and proposed lead time for locating and bringing on board resources that meet TO needs.
 - c) Supporting descriptions for all labor categories proposed in response to this TORFP
 - d) Description of approach for quickly substituting qualified personnel after start of TO.
 - 4) Provide the names and titles of the Offeror's management staff who will supervise the personnel and quality of services rendered under this TO Agreement.
- D) MBE, SBE Participation and VSBE Participation (not applicable for this TORFP)
- E) Subcontractors
- Identify all proposed subcontractors, including MBEs, and their roles in the performance of Section 3 - Scope of Work.
- F) Overall Offeror team organizational chart
- Provide an overall team organizational chart with all team resources available to fulfill the TO scope of work.
- G) Master Contractor and Subcontractor Experience and Capabilities
- 1) Provide up to three examples of engagements or contracts the Master Contractor or subcontractor, if applicable, has completed that were similar to Section 3 - Scope of Work. Include contact information for each client organization complete with the following:
 - a) Name of organization.
 - b) Point of contact name, title, e-mail and telephone number (point of contact shall be accessible and knowledgeable regarding experience)
 - c) Services provided as they relate to Section 3 - Scope of Work.
 - d) Start and end dates for each example engagement or contract.
 - e) Current Master Contractor team personnel who participated on the engagement.
 - f) If the Master Contractor is no longer providing the services, explain why not.
 - 2) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any entity of the State of Maryland.
- For each identified contract, the Master Contractor shall provide the following (if not already provided in sub paragraph 1 above):
- a) Contract or task order name

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

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

H) State Assistance

Provide an estimate of expectation concerning participation by State personnel.

I) Confidentiality

A Master Contractor should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 4, of the General Provisions Article of the Annotated Code of Maryland. Master Contractors are advised that, upon request for this information from a third party, the TO Procurement Officer will be required to make an independent determination regarding whether the information may be disclosed.

J) Proposed Facility

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

4.4.2 TO FINANCIAL PROPOSAL

- A) A description of any assumptions on which the Master Contractor's TO Financial Proposal is based (Assumptions shall not constitute conditions, contingencies, or exceptions to the Price Sheet);
- B) Attachment 1– Price Sheet, with all proposed labor categories including all rates fully loaded. Master Contractors shall list all key resources by approved CATS+ labor categories in the price proposal.
- C) To be responsive to this TORFP, the Price Sheet (Attachment 1) shall provide labor rates for all labor categories anticipated for this TORFP. Proposed rates shall not exceed the rates defined in the Master Contract for the Master Contract year(s) in effect at the time of the TO Proposal due date.
- D) Prices shall be valid for 120 days.

SECTION 5 - TASK ORDER AWARD PROCESS

5.1 OVERVIEW

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

5.2 TO PROPOSAL EVALUATION CRITERIA

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

- A) The overall experience, capability and references for the Master Contractor as described in the Master Contractor's TO Technical Proposal.
- B) The Master Contractor's overall understanding of the TORFP Scope of Work – Section 3. Level of understanding will be determined by the quality and accuracy of the technical proposal in adherence with Section 4.4.1.
- C) The capability of the proposed resources to perform the required tasks and produce the required deliverables in the TORFP Scope of Work – Section 3. Capability will be determined from each proposed individual's resume, reference checks, and oral presentation (See Section 1.5 Oral Presentations/Interviews).

5.3 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 4.4.1 TO Technical Proposal.
- B) Interviews will be performed for proposed personnel from all TO Proposals deemed technically qualified.

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

- a) An initial interview will be performed for all proposals meeting minimum requirements.
 - b) A technical ranking will be performed for all proposals based on the initial interview. Proposals will be ranked from highest to lowest for technical merit based on the quality of the proposals submitted and interview results.
 - c) The top ten (10) proposals identified by the technical ranking will be notified of additional interviews. All other Offerors will be notified of non-selection for this TORFP.
- C) For TO Proposals deemed technically qualified, the associated TO Financial Proposal will be opened. All others will be deemed not reasonably susceptible for award and the TO Procurement Officer will notify the Master Contractor it has not been selected to perform the work.

- D) Qualified TO Financial Proposal responses will be reviewed and ranked from lowest to highest price proposed.
- E) The most advantageous TO Proposal considering both the technical and financial submissions shall be selected for TO award. In making this selection, technical has greater weight.
- F) All Master Contractors submitting a TO Proposal shall receive written notice from the TO Procurement Officer identifying the awardee.

5.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

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

- a. Issuance of a fully executed TO Agreement,
- b. Non-Disclosure Agreement (To Contractor),
- c. Purchase Order, and
- d. By a Notice to Proceed authorized by the TO Procurement Officer. See Attachment 6 - Notice to Proceed (Sample).

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

LIST OF ATTACHMENTS

Attachment Label	Attachment Name	Applicable to this TORFP?	Submit with Proposal?*(Submit, Do Not Submit, N/A)
Attachment 1	Price Sheet	Applicable	Submit with TO Financial Proposal with password protection
Attachment 2	Minority Business Enterprise Participation (Attachments 1A – 5)	Not Applicable	N/A
Attachment 3	Task Order Agreement (TO Agreement)	Applicable	Do Not Submit with Proposal
Attachment 4	Conflict of Interest Affidavit and Disclosure	Applicable	Submit with TO Technical Proposal
Attachment 5	Labor Classification Personnel Resume Summary	Applicable	Submit with TO Technical Proposal
Attachment 6	Notice to Proceed (Sample)	Applicable	Do Not Submit with Proposal
Attachment 7	Agency Receipt of Deliverable Form	Applicable	Do Not Submit with Proposal
Attachment 8	Agency Deliverable Product Acceptance Form (DPAF)	Applicable	Do Not Submit with Proposal
Attachment 9	Non-Disclosure Agreement (Offeror)	Applicable	Do Not Submit with Proposal
Attachment 10	Non-Disclosure Agreement (TO Contractor)	Applicable	Do Not Submit with Proposal
Attachment 11	TO Contractor Self-Reporting Checklist	Applicable	Do Not Submit with Proposal
Attachment 12	Living Wage Affidavit of Agreement	Applicable	Submit with TO Technical Proposal
Attachment 13	Certification Regarding Investments in Iran	Applicable	Submit with TO Technical Proposal
Attachment 14	Sample Work Order	Applicable	Do Not Submit with Proposal
Attachment 15	Performance Evaluation Form	Applicable	Do Not Submit with Proposal

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

ATTACHMENT 1 PRICE SHEET**PRICE SHEET (TIME AND MATERIALS) FOR CATS+ TORFP # F50B6400002**

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

A year for this task order shall be calculated as one calendar year from NTP. **Labor Rate Maximums:** The maximum labor rate that may be proposed for any CATS+ Labor Category shall not exceed the maximum for the CATS+ Master Contract year in effect on the TO Proposal due date.

CATS+ Labor Category	Hourly Labor Rate (A)	Total Class Hours (B)	Total Proposed CATS+ TORFP Price (C)
Base Year 1			
Project Manager	\$	1500	\$
Advanced Technology Applications Developer	\$	1500	\$
Senior Systems Engineer	\$	1500	\$
Evaluated Price Year 1			\$
Base Year 2			
Project Manager	\$	1500	\$
Advanced Technology Applications Developer	\$	1500	\$
Senior Systems Engineer	\$	1500	\$
Evaluated Price Year 2			\$
Option Year 1			
Project Manager	\$	1500	\$
Advanced Technology Applications Developer	\$	1500	\$
Senior Systems Engineer	\$	1500	\$
Evaluated Price Year 3			\$
Option Year 2			
Project Manager	\$	1500	\$
Advanced Technology Applications Developer	\$	1500	\$
Senior Systems Engineer	\$	1500	\$
Evaluated Price Year 4			\$
Option Year 3			
Project Manager	\$	1000	\$
Advanced Technology Applications Developer	\$	1000	\$
Senior Systems Engineer	\$	1000	\$
Evaluated Price Year 5			\$
Total Evaluated Price (Years 1 – 5)			\$

Authorized Individual Name

Company Name

Title

Company Tax ID #

Signature

Date

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

ATTACHMENT 2 MINORITY BUSINESS ENTERPRISE FORMS

THIS ATTACHMENT IS NOT APPLICABLE TO THIS TORFP.

ATTACHMENT 3 TASK ORDER AGREEMENT**CATS+ TORFP #F50B6400002 OF MASTER CONTRACT #060B2490023**

This Task Order Agreement (“TO Agreement”) is made this ____ day of _____, 2015 by and between _____(TO Contractor) and the STATE OF MARYLAND, Department of Information Technology.

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
 - a) “Agency” means DoIT, as identified in the CATS+ TORFP # F50B6400002.
 - b) “CATS+ TORFP” means the Task Order Request for Proposals # F50B6400002, dated MONTH
 - c) DAY, YEAR, including any addenda and amendments.
 - d) “Master Contract” means the CATS+ Master Contract between the Maryland Department of Information Technology and TO Contractor dated MONTH DAY, YEAR.
 - e) “TO Procurement Officer” means Terraceta Tubaya. The Agency may change the TO Procurement Officer at any time by written notice.
 - f) “TO Agreement” means this signed TO Agreement between DoIT and TO Contractor.
 - g) “TO Contractor” means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is _____.
 - h) “TO Manager” means Debbie Wheeler. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
 - i) “TO Technical Proposal” means the TO Contractor’s technical response to the CATS+ TORFP dated date of TO Technical Proposal.
 - j) “TO Financial Proposal” means the TO Contractor’s financial response to the CATS+ TORFP dated date of TO Financial Proposal.
 - k) “TO Proposal” collectively refers to the TO Technical Proposal and TO Financial Proposal.
2. Scope of Work
 - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supersede the Master Contract.
 - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 3 of the CATS+ TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
 - a) The TO Agreement,
 - b) Exhibit A – CATS+ TORFP
 - c) Exhibit B – TO Technical Proposal
 - d) Exhibit C – TO Financial Proposal

- 2.3 The TO Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the TO Agreement. No other order, statement or conduct of the TO Procurement Officer or any other person shall be treated as a change or entitle the TO Contractor to an equitable adjustment under this Section. Except as otherwise provided in this TO Agreement, if any change under this Section causes an increase or decrease in the TO Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the TO Agreement price shall be made and the TO Agreement modified in writing accordingly. The TO Contractor must assert in writing its right to an adjustment under this Section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the TO Contractor shall be allowed if asserted after final payment under this TO Agreement. Failure to agree to an adjustment under this Section shall be a dispute under the Disputes clause of the Master Contract. Nothing in this Section shall excuse the TO Contractor from proceeding with the TO Agreement as changed.
3. Time for Performance
- Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS+ TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of _____, commencing on the date the TO Agreement is fully executed and terminating on Month Day, Year. At the sole option of the State, this TO Agreement may be extended for _____ 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 not exceed \$_____. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.
- 4.2 Payments to the TO Contractor shall be made as outlined Section 3 of the CATS+ TORFP, but no later than thirty (30) days after the Agency's receipt of a proper invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.
- 4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is _____. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to the Agency TO Manager unless otherwise specified herein.
- 4.4 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer.

The Next Page is the Signature Page

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, Department of Information Technology

By: Agency Head

Date

Witness: _____

Approved for form and legal sufficiency this _____ day of _____ 2015.

Assistant Attorney General

ATTACHMENT 4 CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

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

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

Date: _____ By: _____

(Authorized Representative and Affiant)

ATTACHMENT 5 LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY (INSTRUCTIONS)

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

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

Every experience listed on the Minimum Qualifications Resume Summary must be explicitly listed with start and stop dates. Where there is a time requirement such as three months' experience, you must provide the dates from and to showing an amount of time that equals or exceeds the mandatory time requirement; in this case, three months. Note: Overlapping time periods shall only count once against a specific

minimum qualification (i.e., a minimum qualification may not be met by listing two examples occurring during the same time period.).

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

Attachment 5 **5B – PERSONNEL RESUME FORM**

CATS+ TORFP # F50B6400002

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

Resource Name:	
Master Contractor:	<insert Master Contractor name> Sub-Contractor (if applicable):
Proposed CATS+ Labor Category:	<proposed by Master Contractor OR agency inserts the CATS+ labor category>
Job Title (As listed in TORFP):	<as described in this TORFP>

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

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

Relevant Work Experience*

Describe work experience relevant to the Duties / Responsibilities and Minimum Qualifications described in Section 2 of the TORFP. Start with the most recent experience first; do not include experience not relevant to the scope of this TORFP; use [Employment History below for full employment history](#). Enter dates as MM/YY – MM/YY. Add lines as needed.

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

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

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

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

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

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

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

Master Contractor Representative:

Signature Date

Proposed Individual:

Signature Date

Instruction: Sign each form.

ATTACHMENT 6 NOTICE TO PROCEED (SAMPLE)

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS+ Solicitation Number (TORFP #): F50B6400002

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 Department of Information Technology (Agency Name) will serve as the TO Manager and your contact person on this Task Order. He / She can be reached at telephone _____.

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

Sincerely,

Terraceta Tubaya
Procurement Officer

Enclosures (2)

cc: Debbie Wheeler, TO Manager

ATTACHMENT 7 AGENCY RECEIPT OF DELIVERABLE FORM

I acknowledge receipt of the following:

Solicitation Title: CAPITAL BUDGET INFORMATION SYSTEM MAINTENANCE

Solicitation Number (TORFP #): F50B6400002

Title of Deliverable: _____

TORFP Reference Section # _____

Deliverable Reference ID # _____

Name of TO Manager: Debbie Wheeler

TO Manager Signature	Date Signed

Name of TO Contractor's Project Manager: _____

TO Contractor's Project Manager Signature	Date Signed

ATTACHMENT 8 AGENCY DELIVERABLE PRODUCT ACCEPTANCE FORM

Agency Name: Department of Information Technology

Solicitation Title: CAPITAL BUDGET INFORMATION SYSTEM MAINTENANCE

TO Manager: Debbie Wheeler

To: TO Contractor Name

The following deliverable, as required by Solicitation Number (TORFP #): F50B6400002 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 9 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 # F50B4400035 for CAPITAL BUDGET INFORMATION SYSTEM MAINTENANCE. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to _____. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described 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 <<TO Procurement Officer>>, 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 10 NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is made as of this ___ day of _____, 20___, by and between the State of Maryland ("the State"), acting by and through its Department of Information Technology (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 CAPITAL BUDGET INFORMATION SYSTEM MAINTENANCE TORFP No. F50B4400035 dated _____, (the "TORFP") issued under the Consulting and Technical Services procurement issued by the Department, Project Number 060B2490023; and

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

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

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

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

TO Contractor/TO Contractor's Personnel: Department of Information Technology:

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 11 TO CONTRACTOR SELF-REPORTING CHECKLIST

The purpose of this checklist is for CATS+ Master Contractors to self-report on adherence to procedures for task orders (TO) awarded under the CATS+ Master Contract. Requirements for TO management can be found in the CATS+ Master Contract RFP and at the TORFP level. The Master Contractor is requested to complete and return this form by the Checklist Due Date below. Master Contractors may attach supporting documentation as needed. Please send the completed checklist and direct any related questions to contractoversight.doit@maryland.gov 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 2-4A, 2-4B, and 2-5 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 12 LIVING WAGE AFFIDAVIT OF AGREEMENT

Contract No. _____

Name of Contractor _____

Address _____

City _____ State _____ Zip Code _____

If the Contract is Exempt from the Living Wage Law

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

- Bidder/Offeror is a nonprofit organization
- Bidder/Offeror is a public service company
- Bidder/Offeror employs 10 or fewer employees and the proposed contract value is less than \$500,000
- Bidder/Offeror employs more than 10 employees and the proposed contract value is less than \$100,000

If the Contract is a Living Wage Contract

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

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

- All employee(s) proposed to work on the State contract will spend less than one-half of the employee’s time during every work week on the State contract;
- All employee(s) proposed to work on the State contract will be 17 years of age or younger during the duration of the State contract; or
- All employee(s) proposed to work on the State contract will work less than 13 consecutive weeks on the State contract.

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

Name of Authorized Representative: _____

Signature of Authorized Representative _____

Date: _____ Title: _____

Witness Name (Typed or Printed): _____

Witness Signature and Date: _____

ATTACHMENT 13 CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

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

The Investment Activities in Iran list is located at: www.bpw.state.md.us

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

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

CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

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

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____ Title: _____

Witness Name (Typed or Printed): _____

Witness Signature and Date: _____

ATTACHMENT 14 SAMPLE WORK ORDER

WORK ORDER	Work Order #	Contract #		
This Work Order is issued under the provisions of the Task Order. The services authorized are within the scope of services set forth in the <i>Purpose</i> of the Work Order.				
Purpose				
Statement of Work <u>Requirements:</u>				
 <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.		
E-mail:		E-mail:		

ATTACHMENT 15 PERFORMANCE EVALUATION FORM

Solicitation Title: CAPITAL BUDGET INFORMATION SYSTEM MAINTENANCE

TORFP # F50B6400002

Name of individual being evaluated: <insert name>

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

Evaluation Month & Year: _____

Role: _____

Labor Category: _____

TO Contractor Name: _____

TO Contractor Contact: _____

TO Manager: _____

<<TO REQUESTING AGENCY ACRONYM>>: _____

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