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

TECHNICAL OPERATIONS SUPPORT SERVICES (TOSS)

CATS+ TORFP # OTHS/OTHS-15-026-S

PURCHASE ORDER #N00B3400402

DEPARTMENT OF HUMAN RESOURCES (DHR)
OFFICE OF TECHNOLOGY FOR HUMAN SERVICES (OTHS)

Issue Date: 10/07/2014

Minority Business Enterprises are encouraged to respond to this Solicitation

TABLE OF CONTENTS

KEY INFORMATION SUMMARY SHEET

This CATS+ TORFP is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. All CATS+ Master Contractors approved to perform work in the Functional Area under which this TORFP is released shall respond to this TORFP with either a Task Order (TO) Proposal to this TORFP or a Master Contractor Feedback form (See Section 3).

Solicitation Name:	Technical Operations Support Services
Solicitation Number (TORFP#):	N00B3400402
Functional Area:	Functional Area 6
Issue Date:	10/07/2014
Questions Due Date and Time:	11/14/2014 at 2:00PM Local Time
Closing Date and Time:	12/10/2014 at 2:00PM Local Time
TO Requesting Agency:	DHR/OTHS
Send Questions and TO Proposals to:	Joe Reese TO Procurement Officer DHR Information Systems (DHRIS) 1100 Eastern Boulevard Essex MD 21221 Joe.Reese@maryland.gov Questions are due no later than 11/14/2014 at 2:00PM Local Time
TO Procurement Officer:	Joe Reese Phone Number: 410-238-1463 Fax Number: 410-238-1260
TO Manager:	Tanya Williams Office Phone Number:410-767-7214 Tanya.Williams@maryland.gov
TO Type:	Time and Materials
Period of Performance:	Three (3) Year Base Period With two (2), One-year Option Periods
MBE Goal:	35 % with sub goals of 7% African-American owned and 2% Hispanic American and 8%Women-owned
VSBE Goal:	0.05%
Small Business Reserve (SBR):	No
Primary Place of Performance:	DHR Headquarters – 311 West Saratoga Street, Baltimore, MD Support in various locations throughout the State may be required. See Attachment 22 for a complete list of DHR locations.
TO Pre-proposal Conference:	DHRIS 1100 Eastern Boulevard Essex, MD 21221 10/22/2014 at 12PM Local Time See Attachment 6 for directions.

1 ADMINISTRATIVE INFORMATION

1.1 TORFP SUBJECT TO CATS+ MASTER CONTRACT

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

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

1.2 ROLES AND RESPONSIBILITIES

Personnel roles and responsibilities under the TO:

- **TO Procurement Officer** – The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement.
- **TO Manager** - The TO Manager has the primary responsibility for the management of the work performed under the TO Agreement; administrative functions, including issuing written directions; ensuring compliance with the terms and conditions of the CATS+ Master Contract. The TO Manager will assign tasks to the personnel provided under this TORFP and will track and monitor the work being performed through the monthly accounting of hours deliverable for work types; actual work produced will be reconciled with the hours reported.
- **TO Contractor** – The CATS+ Master Contractor awarded the TO. The TO Contractor shall provide human resources as necessary to perform the services described in this TORFP Scope of Work.

  The TO Contractor shall provide invoices as specified under Section 2.11 Invoicing. The TO Contractor is also responsible for making payments to the TO Contractor Personnel.
- **TO Contractor Manager** - TO Contractor Manager will serve as primary point of contact with the TO Manager to regularly discuss progress of tasks, upcoming tasking, historical performance, and resolve any issues that may arise pertaining to the TO Contractor support personnel. The TO Contractor Manager will serve as liaison between the TO Manager and the senior TO Contractor management.
- **TO Contractor Personnel** – Any resource provided by the TO Contractor in support of this TO over the course of the TO period of performance.
- **Proposed Personnel** – Any individual named in the TO Proposal by the Master Contractor to perform work under the scope of this TORFP. Proposed personnel shall start as of TO Agreement issuance unless specified otherwise.

1.3 TO AGREEMENT

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

1.4 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the date and exact time stated in the Key Information Summary Sheet above. The date and time of submission is determined by the date and time of arrival in the TO Procurement Officer as instructed in Section 3.2.

Oral, electronic mail or facsimile Proposals will not be accepted.

1.5 ORAL PRESENTATIONS

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

1.6 QUESTIONS

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

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

1.7 TO PRE-PROPOSAL CONFERENCE

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

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

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

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

1.8 CONFLICT OF INTEREST

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

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

By submitting a Conflict of Interest Affidavit and Disclosure, the 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. The TO Contractor's liability 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 2 of this TORFP, or there is a work reduction due to unforeseen scope changes, a TO Change Order is required. The TO Contractor and TO Manager shall negotiate a mutually acceptable price modification based on the TO Contractor's proposed rates in the Master Contract and scope of the work change. No scope of work changes shall be performed until a change order is approved by DoIT and executed by the TO Procurement Officer.

1.11 TRAVEL REIMBURSEMENT

Expenses for travel and other costs shall not be reimbursed.

1.12 MINORITY BUSINESS ENTERPRISE (MBE)

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

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

1.12.1 MBE PARTICIPATION REPORTS

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

A) Monthly reporting of MBE participation is required in accordance with the terms and conditions of the CATS+ Master Contract by the 15th day of each month.

B) The TO Contractor shall provide a completed MBE Prime Contractor Paid/Unpaid MBE Invoice Report (Attachment 2, Form D-5) to DHR at the same time the invoice copy is sent.

C) The TO Contractor shall ensure that each MBE subcontractor provides a completed Subcontractor Paid/Unpaid MBE Invoice Report (Attachment 2, Form D-6).

D) Subcontractor reporting shall be sent directly from the subcontractor to DHR. The TO Contractor shall e-mail all completed forms, copies of invoices and checks paid to the MBE directly to the TO Manager.

1.13 VETERAN OWNED SMALL BUSINESS ENTERPRISE (VSBE)

For VSBE goals and sub-goals information, reference the Key Information Summary Sheet above, representing the percentage of total fees paid for services under this TO. By submitting a response to this solicitation, the Master Contractor agrees that this percentage of the total dollar amount of the TO Agreement will be performed by verified VSBEs.

1.13.1 NOTICE TO OFFERORS

Questions or concerns regarding the VSBE requirements of this solicitation shall be raised before the receipt of initial proposals.

1.13.2 PURPOSE

TO Contractor shall structure its procedures for the performance of the work required in this TORFP to attempt to achieve the stated VSBE goal. VSBE performance shall be in accordance with this Section and Attachment 15, as authorized by COMAR 21.11.13. Contractor agrees to exercise all good faith efforts to carry out the requirements set forth in this section and Attachment 15.

1.13.3 VSBE GOALS

By submitting a response to this solicitation, the Master Contractor agrees that this percentage of the total dollar amount of the contract will be performed by verified VSBEs.

Questions or concerns regarding the VSBE subcontractor participation goal of this solicitation must be raised before the due date for submission of TO Proposals.

A Master Contractor that responds to this TORFP shall complete, sign, and submit all required VSBE documentation at the time of TO Proposal submission (See Attachment 15 and Section 3 Task Order Proposal Format and Submission Requirements). **Failure of the Master Contractor to complete, sign, and submit all required VSBE documentation at the time of TO Proposal submission will result in the State's rejection of the Master Contractor's TO Proposal.**

1.13.4 VSBE PARTICIPATION REPORTS

DHR shall monitor both the TO Contractor's efforts to achieve the VSBE participation goal and compliance with reporting requirements. Monthly reporting of VSBE participation is required by the 15th day of each month. The TO Contractor shall submit required reports as described in Attachment 15.

Subcontractor reporting shall be sent directly from the subcontractor to the TO Requesting Agency. The TO Contractor shall e-mail all completed forms, copies of invoices and checks paid to the VSBE directly to the TO Manager.

1.14 NON-DISCLOSURE AGREEMENT

1.14.1 NON-DISCLOSURE AGREEMENT (OFFEROR)

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

Certain system documentation may be available for Master Contractors to review at a reading room at DHR's address. Master Contractors who review such documentation will be required to sign a Non-Disclosure Agreement (Master Contractor) in the form of Attachment 10. 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 11.

1.15 LIVING WAGE

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

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

1.16 IRANIAN NON-INVESTMENT

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

1.17 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

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

Attachment 12 is a sample of the TO Contractor Self-Reporting Checklist. DoIT will send initial checklists out to applicable/selected TO Contractors approximately three (3) months after the award date for a TO. The TO Contractor shall complete and return the checklist as instructed on the form. Subsequently, at six month intervals from the due date on the initial checklist, the TO Contractor shall update and resend the checklist to DoIT.

1.18 MERCURY AND PRODUCTS THAT CONTAIN MERCURY

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

1.19 PURCHASING AND RECYCLING ELECTRONIC PRODUCTS

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

1.20 PATENTS, COPYRIGHTS, AND INTELLECTUAL PROPERTY

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

1.21 FEDERAL AND STATE ACCESS

In addition to Section 6.7 of the CATS+ Master Contract, the United States Department of Health and Human Services, or any of its duly authorized representatives, shall have access to the TO Contractor's Work Product which is directly pertinent for the purpose of making audit, examination, excerpts, and transcriptions for work performed under this TO Agreement. The TO Contractor shall cooperate with all reviews and supply copies of any requested materials.

1.22 AUDITS

As the case may arise, the TO Contractor shall be expected to fully cooperate with any audit by DHR or an outside agency. This may require the preparation of special reports or submission of requested data. Currently DHR is required to comply with the following auditing authorities:

A. **Maryland State Department of IT (DOIT)**

The DoIT Office of Program Oversight may solicit Independent Verification & Validation (IV & V) contractors to conduct a health assessment of select Major IT Development Projects (MITDP), based on the project/agency's recent history. The Office of Program Oversight may also require this due to other mitigating factors such as legislative regulations, high visibility, mission criticality or multiple agency functionality. An IV&V is an independent verification and validation or a third party assessment of a project.

B. **Maryland State Office of Legislative Audits**

The Office of Legislative Audits (OLA) conducts audits and evaluations of Maryland State government agencies and local school systems. OLA is a unit within the Department of Legislative Services, which provides staff support for the Maryland General Assembly.

Fiscal compliance audits are conducted of each State agency within the Executive and Judicial Branches to evaluate internal controls and compliance with certain State laws and regulations. For certain agencies, this category also includes financial statement audits and follow-up reviews of actions taken to implement audit recommendations.

Performance audits are conducted based on legislative requests or at the discretion of the Legislative Auditor. The purpose of a performance audit is to evaluate whether an agency or program is operating in an economic, efficient, and effective manner or to determine whether desired program results have been achieved. This category also includes special reviews, which are less comprehensive than audits.

C. American Institute of CPAs (AICPA)

The Service Organization Control (SOC 2) Report, established by the AICPA, focuses on a business's non-financial reporting controls as they relate to security, availability, processing integrity, confidentiality, and privacy of a system. The Trust Service Principles which SOC 2 is based upon are modeled around four broad areas: Policies, Communications, Procedures, and Monitoring. Each of the principles has defined criteria (controls) which shall be met to demonstrate adherence to the principles and produce an unqualified opinion (no significant exceptions found during an audit). The great thing about the trust principles is that the criteria businesses shall meet are predefined, making it easier for business owners to know what compliance needs are required and for users of the report to read and assess the adequacy.

Many entities outsource tasks or entire functions to service organizations that operate, collect, process, transmit, store, organize, maintain and dispose of information for user entities. SOC 2 was put in place to address demands in the marketplace for assurance over non-financial controls.

SOC 2 reports specifically address one or more of the following five key systems attributes:

- **Security** - The system is protected against both physical and logical unauthorized access.
- **Availability** - The system is available for operation and use as committed or agreed.
- **Processing Integrity** - System processing is complete, accurate, timely and authorized.
- **Confidentiality** - Information designated as confidential is protected as committed or agreed.
- **Privac**y - Personal information is collected, used, retained, disclosed and disposed of in conformity with the commitments in the entity's privacy notice, and with criteria set forth in Generally Accepted Privacy Principles (GAPP) issued by the AICPA and Canadian Institute of Chartered Accountants.

The TO Contractor shall warrant that it shall cooperate with the State in the course of performance of the TO Agreement so that both parties shall be in compliance with State IT requirements and any other State and Federal computer security regulations including cooperation and coordination with the auditors, Department of Budget and Management and other compliance officers.

The TO Contractor may be required to assist with the submission of required data to DHR partners; assist DHR in answering queries within an audit; assist with the compilation and collating of data requested within the scope of an audit; and advise DHR on strategies to follow during audits.

1.23 INTERNAL REVENUE SERVICE (IRS) SAFEGUARDS

The United States Internal Revenue Service (IRS) mandates that federal, state and local government agencies receiving federal tax information protect it as if the information remained in the IRS's hands.

DHR's Office of Technology for Human Services (OTHS) and its contractors shall protect the confidentiality of federal tax return information and are periodically reviewed by the IRS Safeguards personnel to ensure they meet the safeguarding requirements of IRC 6103(p)(4). These requirements include employee awareness programs, proper disposal, secure storage and computer security among others.

1.23.1 GENERAL SERVICES

A. PERFORMANCE

In performance of this TO Agreement, the TO Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

1. All work shall be performed under the supervision of the TO Contractor or the TO Contractor's responsible employees.

2. Any Federal tax returns or return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this TO Agreement. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this TO Agreement. Inspection by or disclosure to anyone other than an officer of employee of the contractor is prohibited.

3. All returns and return information shall be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.

4. No work involving returns and return information furnished under this TO Agreement shall be subcontracted without prior written approval of the IRS.

5. The TO Contractor shall maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.

6. The agency shall have the right to void the TO Agreement if the TO Contractor fails to provide the safeguards described above.

B. CRIMINAL/CIVIL SANCTIONS

1. Each officer or employee of any person to who returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to each officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as $5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than $1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by Internal Revenue Code (IRC) Sections 7213 and 7431 and set forth at 26 Code of Federal Regulations (CFR) 301.6103(n)-1.

2. Each officer or employee of any person to who returns or return information is or may be

disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this TO Agreement. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this TO Agreement. Inspection or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as $1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee (United States for Federal Employees) in an amount equal to the sum of the greater of $1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRC Sections 7213A and 7431.

3. Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 United States Code (U.S.C.) 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to DHR records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established there under, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000.

4. Granting a contractor access to Federal Tax Information (FTI) shall be preceded by certifying that each individual understands DHR's security policy and procedures for safeguarding IRS information. Contractors shall maintain their authorization to access FTI through annual recertification. The initial certification and recertification shall be documented and placed in DHR's files for review. As part of the certification and at least annually afterwards, contractors should be advised of the provisions of IRC Sections 7431, 7213, and 7213A. The training provided before the initial certification and annually thereafter shall also cover the incident response policy and procedures for reporting unauthorized disclosures and data breaches. For both the initial certification and the annual certification, the contractor should sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

C. INSPECTION

The IRS and the Agency shall have the right to send its officers and employees into offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this TO Agreement. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be noncompliant with TO Agreement safeguards.

1.23.2 TECHNOLOGY SERVICES

A. PERFORMANCE

In performance of this TO Agreement, the TO Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

1. All work will be performed under the supervision of the TO Contractor or the TO Contractor's responsible employees.

2. Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this TO Agreement. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this TO Agreement. Disclosure to anyone other than an officer of employee of the TO Contractor is prohibited.

3. All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.

4. The TO Contractor certifies that the data processed during the performance of this TO Agreement will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the TO Contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the TO Contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosure.

5. Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the DHR or his or her designee. When this is not possible, the TO Contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the DHR or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.

6. All computer systems receiving, processing, storing, or transmitting FTI shall meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features if the environment shall provide for the managerial, operational, and technical controls. All security features shall be available and activated to protect against unauthorized use and access to Federal tax information.

7. No work involving FTI furnished under this TO Agreement will be subcontracted without prior written approval of the IRS.

8. The TO Contractor will maintain a list of employees authorized access. Such list will be provided to the DHR and, upon request, to the IRS reviewing office.

9. The DHR will have the right to void the TO Agreement if the TO Contractor fails to provide the safeguards described above.

B. CRIMINAL/CIVIL SANCTIONS

1. Each officer or employee of any person to who returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to each officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as $5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than $1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC Sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

2. Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this TO Agreement. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this TO Agreement. Inspection or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as $1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee (United States for Federal Employees) in an amount equal to the sum of the greater of $1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRC Sections 7213A and 7431.

3. Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to DHR records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established there under, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or DHR not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000.

4. Granting a contractor access to FTI shall be preceded by certifying that each individual

understands the DHR's security policy and procedures for safeguarding IRS information. Contractors shall maintain their authorization to access FTI through annual recertification. The initial certification and recertification shall be documented and placed in the DHR's files for review. As part of the certification and at least annually afterwards, contractors should be advised of the provisions of IRC Sections 7431, 7213, and 7213A. The training provided before the initial certification and annually thereafter shall also cover the incident response policy and procedures for reporting unauthorized disclosures and data breaches. For both the initial certification and the annual certification, the contractor should sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

C. INSPECTION

The IRS and the Agency shall have the right to send its officers and employees into offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this TO Agreement. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be noncompliant with TO Agreement safeguards.

1.24 USE OF SUBCONTRACTORS ON THIS TORFP

The TO Contractor shall not subcontract the delivery of all or any part of the services provided to the Department without the express prior written consent of the Department. The Department's approval of a subcontractor shall not relieve the TO Contractor of its obligations under the TO Agreement. Nothing contained in the TO Agreement shall create any contractual relationship between a subcontractor or a contractor and the Department.

The TO Contractor agrees to bind every subcontractor and contractor by the terms and conditions of the TO Agreement, as far as appropriate and applicable, to the work to be performed by the subcontractor or TO Contractor. The TO Contractor shall be fully responsible to the Department for the acts and omissions of all subcontractors and TO Contractors and of persons directly or indirectly employed or contracted by any of them.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

2 SCOPE OF WORK

2.1 PURPOSE

DHR is issuing this CATS+ TORFP to one (1) Master Contractor in order to obtain staff resources that possess specialized Information Technology (IT) skills. The staff provided by the TO Contractor shall work with OTHS personnel and other contractors engaged by the Department to collectively develop, enhance, maintain, and support DHR's IT needs. Some examples of the Department's needs include enhancing existing services, securing DHR's computing environment, implementing new technology, upgrading existing systems, and improving end user efficiency.

TO Contractors shall propose exactly three (3) named resources, listed as Key Personnel below, that DHR will evaluate for purposes of TO award. DHR anticipates issuing a Work Order immediately upon TO award for sixteen (16) additional resources (see D-O below) following the Work Order Process in Section 2.12. During the term of the Contract, DHR will have the option of adding up to twenty-seven (27) other resources to this TO, using the Work Order Process, for a maximum of forty-six (46) resources (see P-PP below).

The list below contains CATS+ Labor Categories for the 46 resources:

A. Engineer, Network (Senior) **(Key Personnel)**
B. Project Manager **(Key Personnel)**
C. Telecommunications Engineer **(Key personnel)**
D. Application Developer, Advanced Technology (available as of NTP)
E. Architect, Information Technology (Senior) (3 available as of NTP)
F. Business Process Consultant (Senior) (available as of NTP)
G. Database Management Specialist (Senior) (available as of NTP)
H. Documentation Specialist (available as of NTP)
I. Engineer Facility Operations (available as of NTP)
J. Engineer Information Security (available as of NTP)
K. Engineer Systems (2 available as of NTP)
L. Helpdesk Specialist (Junior) (available as of NTP)
M. Network Technician (Junior) (available as of NTP)
N. Technical Writer/Editor (available as of NTP)
O. Telecommunications Engineer (2 additional available as of NTP)
P. Administrator, Systems
Q. Analyst, Computer Software/Integration (Senior)
R. Analyst, Computer Systems (Senior)
S. Analyst, Systems (Senior)
T. Applications Development Expert
U. Applications Programmer
V. Architect, Application (Senior)
W. Auditor, IT (Senior)
X. Computer Operations Center Specialist
Y. Computer Programmer (Senior)
Z. Computer Specialist

AA. Computer Specialist (Senior)
BB. Database Management Specialist (Junior)
CC. Engineer, Network Security
DD. Engineer, Systems Design
EE. Internet/Intranet Site Developer (Junior)
FF. Internet/Intranet Site Developer (Senior)
GG. Network Administrator
HH. Network Technician (Senior)
II. Program Manager
JJ. Quality Assurance Specialist
KK. Security, Data Specialist
LL. Subject Matter Expert
MM. Systems Analyst, Wireless
NN. System Security Specialist
OO. Telecommunications Engineer (Senior)
PP. Training Specialist/Instructor

Master Contractors shall describe in a Staffing Plan how it will acquire the staffing resources to meet DHR's needs. Positions, other than those identified as Key Personnel, shall be described generally in the Staffing Plan, and may not be used as evidence of fulfilling company or personnel minimum qualifications. DHR intends to award this Task Order to one (1) Master Contractor that proposes a team of resources and a Staffing Plan that can best satisfy the TO requirements.

2.2 REQUESTING AGENCY BACKGROUND

DHR is Maryland's fourth largest State agency and works to safeguard and provide services to some of Maryland's most vulnerable citizens. The Department has three major operating administrations: the Family Investment Administration (FIA), the Child Support Enforcement Administration (CSEA), and the Social Services Administration (SSA); and was established to administer the State's public assistance, social services, child support enforcement, and community-based programs.

OTHS manages and maintains 49 mainframe, client-server, and web-based applications that support the health and human service programs administered by the Department. OTHS provides technology support services to more than 8,000 employees, contractor partners, and third-parties in approximately 120 locations across the State. In addition to supporting systems to meet changing needs of the organization and fulfilling regulatory mandates, OTHS oversees the Department's IT infrastructure. This includes personal computers, hardware and software, office applications and network equipment, Internet and Intranet, and telephone systems.

2.3 PROJECT BACKGROUND

The OTHS Technical Services Division supports day-to-day IT operations for statewide systems such as desktop patch management, backup, Data Center, Active Directory (AD), Wide Area Network (WAN) and Local Area Network (LAN) infrastructure, e-mail, internet, etc. This Division consists of Helpdesk, Desktop Support, System Administration, Data Center Management, Voice Communications, Networking, and Security. Due to staffing challenges, reduced training budgets, and evolving technology, OTHS does not have sufficient staff with expertise or experience in newer technologies to implement solutions to meet business needs. Consequently, OTHS is seeking to obtain staff to support the Technical Services Division in providing IT operations support services to DHR.

These TO Contractor personnel shall primarily work out of OTHS's two Baltimore locations. The primary location is DHR Headquarters, located in the Saratoga State Center (SSC) at 311 West Saratoga Street, Baltimore, Maryland 21201 where OTHS Technical Services Division maintains and supports statewide IT operations. The second location is DHRIS, located at 1100 Eastern Boulevard, Essex, MD, from which the Technical Services Division supports the Department's application development efforts. However, DHR expects the TO Contractor to assist OTHS staff with activities in locations across the State. These locations are identified in Attachment 22.

2.4 PROFESSIONAL DEVELOPMENT

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

Networking technology, hardware, and software products continuously change. The TO Contractor shall ensure continuing education opportunities for the personnel provided. In addition, the TO Contractor shall make these educational opportunities available to the OTHS staff that will be working with the TO Contractor personnel. This education would be associated with the technologies currently utilized by DHR/OTHS or anticipated to be implemented by DHR/OTHS in the near future. The time allocated to these continuing education activities for TO Contractor personnel deployed to DHR/OTHS shall not be charged to this task order without DHR/OTHS's prior approval. Actual course costs are the responsibility of the TO Contractor.

2.5 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES

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

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

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

- The State of Maryland System Development Life Cycle (SDLC) methodology;
- The State of Maryland Information Technology Security Policy and Standards;
- The State of Maryland Information Technology Non-Visual Access Standards;
- The Project Management Institute's Project Management Body of Knowledge Guide; and
- The State's Information Technology Project Oversight Policies (for any Major IT Development Projects).

Additionally, the TO Contractor shall adhere to the following DHR policies, guidelines and methodologies found in Attachment 23:

- Electronic communications policy; and

- USB Restriction Policy and Procedures.

2.6 REQUIREMENTS

2.6.1 FUNCTIONAL/BUSINESS REQUIREMENTS

The TO Contractor shall provide the requisite personnel required under this TORFP to provide IT operations support services. Additional information regarding required staff can be found in Section 2.8.2.

2.6.2 TECHNICAL REQUIREMENTS SECURITY – STATE IT SECURITY AND POLICY STANDARDS

A. The TO Contractor's failure to adhere to the requirements of Section 2.4.2 of the CATS+ RFP will result in DHR confiscating the TO Contractor's equipment.

B. The TO Contractor shall warrant to DHR that it will familiarize all TO Contractor staff with the requirements of the State's IT Security Policies and any accompanying State and Federal regulations, and shall comply with all applicable requirements in the course of the TO Agreement.

C. The TO Contractor shall ensure its equipment meets or exceeds DHR's standards for virus protection and security which can be found in Section 6.7 of the State of Maryland Information Security Policy Version 3.1, available at: http://doit.maryland.gov/Publications/DoITSecurityPolicy.pdf

2.6.3 NON-FUNCTIONAL, NON-TECHNICAL REQUIREMENTS

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

2.6.4 TO CONTRACTOR RESPONSIBILITIES

The TO Contractor shall:

A. Positively represent the Department to the user community and establish and maintain a professional, courteous and cooperative rapport with counties and users at all times.

B. Provide reports and case studies from IT industry research tools, such as Gartner and Forrester, as well as reach-back technical expertise when needed to assist OTHS when determining the best approach to implement new technology across the agency, selecting solutions provided by industry leaders, and/or adopting industry best practices.

C. Coordinate knowledge transfer activities between its staff or subcontractors as a result of turnover that may occur during the TO Agreement period to assure continuity of service to DHR.

D. Participate in audits as needed and directed by DHR. These audits may require investigating activities performed by other contractors managed by DHR. Further, the TO Contractor may be required to assist DHR with the analysis and evaluation of requested data; assist in responding to queries within an audit; assist with the compilation and collating of data required for submission to the auditing authority, and advise DHR on strategies to follow during audits.

E. Research, test, document and make recommendations to the TO Manager on new technologies or changes to existing technology solutions that would be beneficial to DHR. This includes analyzing vendor service delivery, reviewing technology acquisitions, and assisting with the negotiation of software and hardware contracts with various vendors.

F. Assist OTHS staff with IT activities and projects in locations across the State. Occasional overnight trips may be required to deploy new technology. Separate expenses, such as hotel, meals and/or mileage will not be paid, and the TO Contractor's rates shall be fully burdened. DHR estimates no more than five (5) overnight trips with an estimated duration of three (3) nights, in excess of the fifty mile limit identified in section 2.2.4.2 of the CATS+ Master Contract, will be required annually; however, this is an estimate and the actual number of overnight trips will be predicated on the work that needs be completed to meet DHR's needs.

G. Securely connect to DHR systems remotely via DHR-provided VPN to assist with resolving critical system outages, perform system maintenance, and/or complete project tasks during non-peak hours.

H. Respond to OTHS-related support tickets which are escalated to the TO Contractor personnel for assistance with troubleshooting and resolving complex problems. This includes contacting end-users, updating the status of assigned tickets, and following OTHS procedures regarding tickets during the kickoff meeting. TO Contractor personnel will be provided access to the OTHS Technical Services ticket tracking system (Remedy) where the TO Manager (or designee) will assign tickets that require the expertise of TO Contractor personnel.

I. Install DHR-supplied enterprise hardware such as servers, tape drives, cabling, UPS, and racks. This includes lifting, moving, and/or transporting hardware per project requirements and involves working in tight, noisy, and/or dirty spaces.

J. Contact and work with vendors/manufacturers for support, warranty, and repair issues.

K. Ensure its staff is familiar with and adheres to DHR dress code standards as described in Attachment 20.

2.6.5 TO CONTRACTOR PERSONNEL DUTIES AND RESPONSIBILITIES

At a minimum, the work to be accomplished by the TO Contractor Personnel under this TORFP is identified below. All personnel proposed by the TO Contractor are essential for successful TO Contractor performance; 3 labor categories have been identified as Key Personnel for the purposes of evaluation as well as adherence to substitution provisions.

The TO Contractor shall respond to this TORFP with a clear approach in their Staffing Plan to providing the following personnel to DHR/OTHS:

A. Engineer, Network (Senior)(KEY)

DHR's Wide Area Network (WAN) consists of T1's, DS3's, and Virtual Ethernet Private Lines (EVPL) connections which are supplied through NetworkMaryland (http://doit.maryland.gov/support/Pages/networkMaryland.aspx). OTHS has completed several projects to upgrade bandwidth and installed Cisco equipment which increased network throughput, boosted system response time, improved network reliability, and tightened network security. Continued infrastructure upgrades and/or enhancements are required to support new technology.

The TO Contractor shall provide one (1) Senior Network Engineer (**KEY**) to assist OTHS with ongoing efforts to improve and enhance DHR's network infrastructure. The Engineer shall, at a minimum, perform the following duties:

1. Design, test, plan, and implement network changes and new infrastructure. Work with vendors, telecommunications carriers, and network engineering staff. Perform network modeling and capacity planning.
2. Perform network troubleshooting to isolate and diagnose complex network problems.
3. Upgrade network hardware and software components as required. Evaluate network for performance, scalability, manageability and security improvement opportunities.
4. Configure, test, install and support infrastructure hardware and software. This includes, but is not limited to routers, switches, firewalls, cabling, wireless access points, intrusion detection systems, load balancing, Cisco Internetwork Operating System (IOS), Terminal Access Controller Access-Control System (TACACS), Orion Solarwinds, and Clearswift Web Security Gateway appliances.
5. Build, test, implement, integrate, support, and maintain new solutions such as Multiprotocol Label Switching (MPLS), Voice over Internet Protocol (VoIP), Unified Communication, and Video over IP solutions.
6. Create and maintain Internet Protocol (IP) address subnet and Virtual LAN (VLAN) allocation documentation.
7. Lead, respond, and mitigate network vulnerabilities in accordance to NIST and IRS Safeguards.
8. Provide direction to technical teams to document and design requirements for projects impacting infrastructure.
9. Provide OTHS with recommendations to optimize the network operations and performance.
10. Develop configuration and implementation instructions for routine deployments and daily tasks.
11. Assist with planning, deploying, and maintaining branch offices for DHR as necessary.
12. Provide Tier 3 support (expert problem remediation) for incidents and problems in designated areas of expertise. Analyze and troubleshoot systems outages and/or degradation of service.
13. Configure equipment and services and support networks in various stages of deployment. Audit and assess network against requirements and best practices. Formulate network management strategies.
14. Provide system infrastructure design solutions/options, both for ongoing operations, optimization, and project-specific system initiatives.

B. <u>Project Manager (KEY)</u>

The OTHS Technical Services Division is responsible for implementing, maintaining, securing, and supporting core IT systems. The Technical Services Division is often tasked with implementing new projects in support of DHR initiatives. These initiatives cross all IT operation support units. For example, in 2013 OTHS migrated approximately 8,000 users from the Novell GroupWise e-mail system to the State Google mail platform. This initiative took approximately 9 months to complete and required careful coordination of changes across the Division's System Administration, Network Engineering, Helpdesk, Desktop Support, and Security units to ensure minimal impact to DHR end-users. The success of this project was heavily attributed to project management support.

The Technical Services Division does not have the staff or expertise to manage highly technical and complex IT projects required to meet the DHR's IT needs. As such, OTHS seeks IT project management support to coordinate project activities across multiple IT operations units.

The TO Contractor shall provide at least one (1) dedicated Project Manager to organize and manage Technical Services project activities across multiple IT operations units. The Project Manager's duties shall include, but are not limited to:

1. As dictated by work assignments, developing project work plans, statements of work, project management plans, charters, and task lists that clearly delineate responsibilities and timelines.

2. Working with internal and external stakeholders to organize various activities necessary to initiate, run, and conclude major technology initiatives. This includes coordinating schedules, activities, and tracking the progress and results throughout the entire State of Maryland SDLC for the project.
3. Facilitating and attending meetings with various technical and non-technical staff to capture project requirements, identifying project milestones, communicating project timelines, tracking action items, and monitoring project status.
4. Documenting reported problems upon receipt; monitoring and communicating problem status; reporting on each problem until it is resolved and/or completely corrected. This includes updating Remedy tickets.
5. Managing and overseeing TO Contractor personnel to ensure they're working onsite.
6. Working with the TO Manager to identify ways in which there may be duplicate efforts on similar projects to avoid waste and redundancy as well as to ensure that resources are utilized appropriately.
7. Working with OTHS technical teams, subject matter experts, and business units to define the scope and requirements for projects.
8. Directing project activities, conducting reviews, managing risk, issues, and change control processes, and communicating statuses to the TO Manager or designee and stakeholders.

9. Managing and tracking project budgets, forecasts, and schedules to achieve project objectives and goals.
10. Demonstrating skills in conflict management and negotiation to achieve project goals and develop trust with stakeholders.

C. <u>Telecommunications Engineer (3 Total, 1 is KEY)</u>

The Technical Services Division of OTHS is responsible for maintaining, supporting, and managing voice communications systems across the Department. This includes NEC PBX, Centrex, local and long distance telephone services.

The TO Contractor shall provide at a minimum three (3) Telecommunications Engineers (however, only one will be considered 'Key Personnel' for evaluation purposes). The Telecommunications Engineers shall act as a technical liaison between DHR local offices and vendors for the analysis, planning, design, development, testing, implementation and post-implementation of telecommunications projects. The Telecommunications Engineers' duties shall include, but are not limited to:

1. Coordinating and performing site inventories of telecommunications systems to maintain accurate records of physical and logical association within the switch database.
2. Attending planning and project status meetings.
3. Coordinating the installation and deployment of Time Division Multiplexing (TDM) and VoIP platform PBX components as assigned.
4. Consulting with vendors on the design and construction of the PBX system and connection media.
5. Performing risk-assessment, and establishing predictive and preventative maintenance for DHR's voice PBX's/Switch networks.
6. Confirming and recording the completion of manufacturer-scheduled maintenance.
7. Analyzing telecommunications bills and invoices and working with DHR management regarding reconciliation activities.
8. Performing actual implementation or integration of hardware or software for voicemail and PBX systems.
9. Supporting configuration, performance tuning, capacity planning, problem resolution and user support functions for telecommunications software and systems.
10. Coordinating on a regular basis with vendors regarding upgrades, maintenance, Moves, Adds, Changes (MAC) activities and other tasks as assigned by DHR.
11. Consulting on the design and installation of voice and data structured cabling networks using current industry standards for both copper and fiber infrastructures (e.g. NEC, TIA/EIA, and BICSI).
12. Training users and administrators at various DHR offices on the telephony system or functions as needed.
13. Coordinating and/or performing MACs at various DHR locations.
14. Performing usage audits and making cost savings recommendations for telephony systems.

15. Testing, installing, changing and troubleshooting patch panels, terminating blocks, modems, Primary Rate Interface (PRI), Plain Old Telephone Service (POTS), and Direct Inward Dial (DID) circuits and cabling.
16. Performing additional voice system and telephony duties as directed by DHR Management.

D. <u>Application Developer, Advanced Technology</u>

OTHS utilizes BMC Remedy software to log, manage, and track IT problems and requests for the Department. The legacy Remedy system (v6.5) is in the process of being upgraded to the latest version (v8.1) of BMC Remedy IT Service Management (ITSM) suite. Several customized forms in the legacy version have to be modernized to support DHR's current business process. In addition, OTHS plans to implement ITSM modules such as Asset Management, Self Service, and Knowledgebase to improve service delivery to end-users.

The TO Contractor shall provide one (1) Advanced Technology Application Developer to be responsible for developing, managing, maintaining, and supporting OTHS's Remedy system. The Advanced Technology Application Developer's duties include, but are not limited to:

1. Deploying, configuring, integrating, testing, tuning, documenting, and administering production and development environments of BMC Remedy ITSM suite (v6.5 & v8.1) systems.
2. Participating in workshops for the purposes of requirements definition and validation of requirements against tool capabilities and constraints.
3. Refining existing functional requirements for ITSM tools and participating in the development of an integrated ITSM and monitoring/event management tooling strategy and architecture.
4. Working with OTHS technical staff to deploy, configure, and where necessary customize various aspects of Incident, Change, Service Request Manager (SRM) Release, and Configuration Management (Atrium).
5. Participating in the development of Test Cases and Plans. Executing action plans to correct testing anomalies.
6. Creating and maintaining customized Remedy reports. Generating ad hoc reports as needed.
7. Participating in the development of detailed technical and operational documentation, technical training materials, and end-user training guides.
8. Participating in the delivery of end-user training, as required.
9. Managing Remedy user accounts and processing access requests.
10. Assisting in planning and scheduling changes to the Remedy system and applications.

E. <u>Architect, Information Technology (Senior) (3 total)</u>

DHR's Wide Area Network (WAN) consists of T1s, DS3s, and Virtual Ethernet Private Lines (EVPL) connections which are supplied through NetworkMaryland (http://doit.maryland.gov/support/Pages/networkMaryland.aspx). OTHS has completed several projects to upgrade bandwidth and installed Cisco equipment which increased network throughput, boosted system response time, improved network reliability, and tightened network security. Continued infrastructure upgrades and/or enhancements are required to support new technology.

1. The TO Contractor shall provide one (1) Senior IT Architect to assist OTHS with ongoing efforts to improve and enhance DHR's network infrastructure. This individual shall, at a minimum, perform the following duties:
    a. Design, test, plan, and implement network changes and new infrastructure. Work with vendors, telecommunications carriers, and network engineering staff. Perform network modeling and capacity planning.
    b. Perform network troubleshooting to isolate and diagnose complex network problems.
    c. Upgrade network hardware and software components as required. Evaluate network for performance, scalability, manageability and security improvement opportunities.
    d. Configure, test, install and support infrastructure hardware and software. This includes, but is not limited to routers, switches, firewalls, cabling, wireless access points, intrusion detection systems, load balancing, Cisco Internetwork Operating System (IOS), Terminal Access Controller Access-Control System (TACACS), Orion Solarwinds, and Clearswift Web Security Gateway appliances.
    e. Build, test, implement, integrate, support, and maintain new solutions such as Multiprotocol Label Switching (MPLS), Voice over Internet Protocol (VoIP), Unified Communication, and Video over IP solutions.
    f. Create and maintain Internet Protocol (IP) address subnet and Virtual LAN (VLAN) allocation documentation.
    g. Lead, respond, and mitigate network vulnerabilities in accordance to NIST and IRS Safeguards.
    h. Provide direction to technical teams to document and design requirements for projects impacting infrastructure.
    i. Provide OTHS with recommendations to optimize the network operations and performance.
    j. Develop configuration and implementation instructions for routine deployments and daily tasks.
    k. Assist with planning, deploying, and maintaining branch offices for DHR as necessary.
    l. Provide Tier 3 support (expert problem remediation) for incidents and problems in designated areas of expertise. Analyze and troubleshoot systems outages and/or degradation of service.
    m. Configure equipment and services and support networks in various stages of deployment. Audit and assess network against requirements and best practices. Formulate network management strategies.
    n. Provide system infrastructure design solutions/options, both for ongoing operations, optimization, and project-specific system initiatives.

2. The TO Contractor shall provide one (1) Senior IT Architect who shall be responsible for the design, implementation, and support of the end-point

management platform (currently Novell ZenWorks) and one (1) Senior IT Architect who shall be responsible for the design, implementation, and support of Microsoft Active Directory, VMWare infrastructure and Syncsort. The duties of these staffers include, but are not limited to:

a. Configuring, implementing, and maintaining Active Directory infrastructure which includes domain controllers, DHCP, DNS, and file servers; Novell ZenWorks Configuration Management (ZCM v11); VMWare VSphere; and Syncsort.
b. Providing Tier 3 support (expert problem remediation) for incidents and problems in designated areas of expertise. Analyzing and troubleshooting systems outages and/or degradation of service.
c. Installing, maintaining, and troubleshooting operating systems, applications, and server class hardware for production, development and test environments.
d. Deploying current versions of DHR-licensed standard applications which include Microsoft Office, Symantec, and Adobe.
e. Monitoring vulnerability risk alerts from manufacturers (i.e. Microsoft, Symantec, Sun, Novell, etc.) and keep computers, servers, and image patch levels current.
f. Ensuring DHR laptops, desktops, and tablet computers are patched as new vulnerabilities are identified.
g. Developing, maintaining, and supporting Windows Server 2008/2012, and SUSE Linux enterprise server infrastructure.
h. Providing strategic technical leadership in the design, planning, and implementation of all aspects of virtualization, patch management, storage, and back-ups.
i. Centrally administering software licenses, including dynamic allocation.
j. Performing virtualization server analysis and capacity planning for the enterprise environment.
k. Providing system administration functions for automation, patch management, capacity/log monitoring, clustering and replication.
l. Configuring highly available connectivity to eliminate single points of failure and to perform non-disruptive SAN software upgrades. Monitoring storage utilization to alert customers when additional storage should be allocated. Monitoring storage performance to prevent performance bottlenecks and to ensure best resource utilization.
m. Monitoring and managing system backups in the Data Center, making necessary reports and adjustments.
n. Providing system infrastructure design solutions/options, both for ongoing operations/optimization and for project-specific system initiatives.
o. Communicating and collaborating with various OTHS IT Operations groups, local IT staff, vendors, other contractors and/or business units to other regarding new configurations, enhancements, or trouble repair efforts.
p. Determining database structural requirements for future database needs.

F. Business Process Consultant (Senior)

OTHS needs the skills and expertise of a Technical Business Analyst to assist with implementing technology solutions, defining processes, and recommending areas for improvement. The TO Contractor shall provide one (1) Senior Business Process Consultant. This Senior Business Process Consultant's duties shall include, but are not limited to:

1. Working with the OTHS Technical Services Division and DHR's business units to understand project concepts, objectives and technical approaches. This shall also include identifying project milestones, phases, and elements.
2. Taking the lead role in gathering requirements from stakeholders, translating business needs into IT project requirements; and communicating requirement objectives.
3. Developing business cases and conducting cost benefit analysis.
4. Analyzing and constructing documented business functions directly related to IT Operations.
5. Assisting OTHS with strategic planning, defining goals, and establishing processes. Identifying and making recommendations for continuous process improvements.
6. Assisting in the design and implementation of new systems by analyzing requirements; constructing workflow charts and diagrams; studying system capabilities; and writing system specifications.
7. Collecting information sharing and business requirements from stakeholders to use in the reengineering of legacy systems.
8. Analyzing existing business workflow processes and recommending improvements to or reengineering of business workflow processes in order to meet identified business requirements or areas for improvement.
9. Recommending controls by identifying problems and writing improved procedures for the OTHS Technical Services Division.
10. Assisting the OTHS Technical Services Division with change management planning and the execution of reengineered business processes.
11. Providing level of effort estimation, hands-on design, and quality assurance testing support for the OTHS Technical Services Division.
12. Coordinating business process improvement initiatives across OTHS IT Operations units.
13. Working with the State-appointed Architecture Review Board (ARB) and Change Control Board (CCB) to define procedures for the collection, management, and prioritization of information system requests.

G. Database Management Specialist (Senior)

To meet business needs and complete assigned projects, DHR staff has created multiple autonomous Microsoft Access databases. These databases are stored on local computer hard drives and not maintained or patched. More importantly, these databases only function in older versions of Microsoft Access preventing OTHS from upgrading Operating Systems. In addition, OTHS has implemented several single instances of SQL databases which support operations systems such as ZenWorks, Solarwinds, Symantec, and Remedy.

OTHS does not have staff with the expertise or experience to analyze, consolidate, convert, and/or maintain these databases. As such, the TO Contractor shall provide one (1) Senior Database Management Specialist to analyze, design, consolidate, maintain, and support the OTHS database environment. The Senior Database Management Specialist's duties include, but are not limited to:

1. Analyzing, enhancing, and supporting DHR's existing Microsoft Access and Microsoft SQL Database environment. Cleaning-up existing code using industry best practices and methods.
2. Making recommendations and implementing changes from multiple database instances to a consolidated single database instance in a virtual environment.
3. Working closely with other IT groups to coordinate current and future plans and activities, including coordination and technical assistance to facilitate specific development projects that involve databases.
4. Providing Tier 2 (intermediate problem remediation) and Tier 3 support (expert problem remediation) for database incidents and problems in designated areas of expertise. Analyzing and troubleshooting systems outages and/or degradation of service.
5. Analyzing and evaluating existing Microsoft Access and SQL databases.
6. Designing and consolidating existing databases to optimize performance, implement security requirements, and meet State back-up and recovery specifications.
7. Maintaining database performance by identifying and resolving production and application development problems, performing maintenance, and backups.
8. Evaluating, integrating, and installing new releases of software.
9. Assessing existing database license usage. Working with the TO Manager to recommend and implement changes to reduce license costs.
10. Generating database usage reports.
11. Maintaining and enhancing existing legacy MS SQL/Access programs, databases and user interfaces as well as serving as a support liaison between DHR users and third party application providers.
12. Under OTHS guidance, identifying Access databases to be migrated to SQL and to implement changes to complete this requirement.

H. <u>Documentation Specialist</u>

Due to staff limitations, the OTHS Technical Services Division cannot produce a project's supporting technical documentation in a timely manner. This is because, upon the conclusion of DHR's IT projects, OTHS staff are often instructed to assist with other IT initiatives and are not afforded the time to complete technical diagrams, standard operating procedures, manuals, user guides, and training documentation. With an increasing number of IT projects at the Department, OTHS expects this issue to worsen.

The TO Contractor shall provide one (1) Documentation Specialist to assist OTHS with creating and maintaining IT policies, procedures, and other technical documents. The Documentation Specialist shall, at a minimum:

1. Create and/or update IT standards documentation, diagrams, standard operating procedures, and policies pertaining to the DHR network, security, and systems operations.
2. Attend meetings and document meeting minutes, action items, risks and issues. Publish meeting documentation to a shared directory or other common location to be determined by the TO Manager. Distribute project meeting agendas and meeting minutes.
3. Draft and finalize technical documentation to accompany all system changes, improvements, modifications and enhancements, as directed by the TO Manager.
4. Conduct research and analysis to gather historical technical documentation and update the Department's technical library, as directed by the TO Manager.
5. Generate Remedy reports as needed to perform trend analysis on common reoccurring problems. Escalate chronic technical issues to the TO Manager or designee. Develop quick tip guides for common end-user error.
6. Work with technical teams to gather details required to compose technical policies, procedures, and diagrams.
7. Maintain a complete project library (Section 2.7.5.3).
8. Maintain and revise technical documentation as needed to reflect current configurations and changes as needed.
9. Develop and maintain architecture, system, and component documentation for OTHS reference.
10. Create "How To" training guides, short videos, Microsoft PowerPoint presentations and short web-based training presentations for end-users.
11. Compile information necessary to update the DHR/OTHS Continuity of Operations Plan (COOP) and serve as the principal administrator of the document.
12. Develop non-technical memorandums, guidelines, and/or notices based on the key points captured in technical documents. These correspondences shall be used to communicate changes in the IT environment that impact DHR's end-users.
13. Assess and identify end-user training needs for new computer applications such as the change from Microsoft Office 2003 to Microsoft Office 2010 and moving from Windows XP to Windows 7.
14. Develop and document test cases and plans. Generate action plans to correct testing anomalies.

I. <u>Engineer, Facility Operations</u>

DHR's core infrastructure is housed in the 4th floor Data Center at SSC. The key components to the Data Center are two (2) Liebert Uninterrupted Power Supply (UPS) units and five (5) Liebert cooling units. The primary Liebert UPS provides back up power to critical infrastructure systems and is connected to the building generator which will provide alternate power in the event that commercial power is lost for an extended period.

To support IT operations, the TO Contractor shall provide one (1) Facility Operations Engineer to support the management of a broad range of technical areas including servers, data center infrastructure cabling systems, disaster recovery planning, data retention, data center best practices, and maintenance. The Facility Operations Engineer's duties include, but are not limited to:

1. Working closely with multiple technical teams responsible for coordinating hardware deployments, software upgrades, and new infrastructure, assuring that any modifications maintain existing service level expectations and network availability.
2. Providing support to the management of the overall day to day operations of DHR's data centers at SSC and DHRIS.
3. Assisting in the planning, designing, implementation, and management of additional and/or alternate data center locations should the need arise.
4. Monitoring all electrical, mechanical and emergency generator systems and reporting environmental status as appropriate.
5. Coordinating, scheduling, and performing routine upkeep and cleaning, preventative maintenance, and systems checks.
6. Supporting the implementation of a redundant Data Center and disaster recovery plans. Assisting with the creation, editing, and reviewing of technical policies, procedures, and diagrams in regards to DHR COOP.
7. Responding to customer-impacting events.
8. Upgrading and downgrading servers. Removing hardware from the server environment.
9. Coordinating operations staff during outage events and providing leadership to the operations team to develop solutions to prevent future outages. Providing applicable risk assessments of any relevant upgrades, modifications and changes to assure quality and minimized disruption.
10. Working with various technical teams to ensure change notifications are communicated as well as scheduling any necessary down time.

J. <u>Engineer, Information Security</u>

OTHS is responsible for safeguarding DHR's systems from unwarranted disclosure of sensitive data and protecting its data processing resources from abuse or damage by any external or internal causes. The TO Contractor shall provide one (1) Information Security Engineer to assist the OTHS Security Unit with efforts to ensure IRS Safeguards and NIST standards are followed. The Information Security Engineer's duties shall include, but are not limited to:

1. Auditing computer systems to ensure they are operating securely and that data is protected from both internal and external attack. This includes making recommendations to DHR's Chief Information Security Officer (CISO) for preventive measures as necessary.
2. Participating in audits as needed and directed by DHR. These audits may require investigating activities performed by other DHR contractors. Further, the TO Contractor personnel may be required to assist DHR with the analysis and evaluation of auditor requested data; assist in responding to queries within an audit; assist with the compilation and collating of data required for submission to the auditing authority; and advise DHR on strategies to follow during audits.
3. Monitoring the OTHS log management system (currently LogRhythm) for abnormalities and generating security incidents for suspicious traffic.

4. Creating and recommending security policies and procedures to the CISO.
5. Designing training materials, bulletins, notices, posters, etc. regarding computer security education and awareness for DHR end-users.
6. Evaluating highly complex systems according to industry standards and best practices to safeguard information systems and databases.
7. Preparing reports on intrusions as necessary and providing analysis summary to management.
8. Defining and reviewing system security requirements to determine if they have been implemented in accordance with industry standards and best practices. This will include analyzing systems to determine system security status.
9. Leading investigations of security violations and breaches and recommending steps to mitigate these violations. This shall include assisting and/or providing direction to the OTHS staff.
10. Monitoring vulnerability risk alerts from manufacturers (i.e. Microsoft, Symantec, Sun, etc.) and escalating critical alerts to the CISO for immediate remediation.
11. Researching, testing, architecting, and implementing Identity Management (IDM), Single sign-on, Data Leak Prevention, and secure ID, and other solutions as requested by the TO Manager.
12. Configuring, customizing, monitoring, and managing existing security tools such as Symantec Antivirus, Computrace, WinMagic, and LogRhythm to optimize performance and/or reduce costs.

K. Engineer, Systems (2 positions)

OTHS infrastructure currently utilizes EMC Storage Area Network (SAN), Brocade switches, Dell Network Area Storage (NAS), and Netapp technologies to meet the DHR's storage needs. As such, highly specialized technical expertise is required to engineer and support the large SAN and NAS infrastructure.

The TO Contractor shall provide two (2) Systems Engineers to implement, maintain, and support enterprise storage systems. The Systems Engineers shall, at a minimum, perform the following duties:

1. Improve and maintain enterprise storage environments.
2. Perform design and implementation of server, storage, and virtualization solutions.
3. Support OTHS in configuring, implementing, and maintaining backup and restore, disaster recovery, storage consolidation, data protection, storage performance, etc.
4. Provide ongoing maintenance and growth of storage systems by developing and maintaining adequate storage documentation.
5. Evaluate, test, design and integrate new storage technologies and processes to meet changing business needs.
6. Perform problem determination and resolution of all SAN-related issues.
7. Provide recommendations to OTHS for future capacity growth.
8. Plan, coordinate and upgrade components of the SAN/NAS as needed with software, hardware and code upgrades, etc.

9. Provide daily administration of the SAN and NAS servers for multiple platform operating systems (including Windows, Linux, and Netware). Install new hardware capacity into SAN to add capacity for growth and performance.
10. Provision storage based on standardized procedures according to storage vendor best practices to facilitate existing applications' growth, database growth and establishment of new projects.

L. Help Desk Specialist (Junior)

The OTHS Helpdesk is the central hub for all IT problems and requests for DHR. The Helpdesk receives approximately 6,500 calls/e-mails per month. It is anticipated that this volume will increase. As such, the TO Contractor shall provide one (1) Junior Helpdesk Specialist who shall assist the OTHS Helpdesk team. The Specialist shall:

1. Diagnose, troubleshoot, repair, maintain, upgrade and install software, computer equipment, peripheral devices, and mainframe access.
2. Respond to and resolve Remedy tickets for diagnosing, tracing, and resolving network connectivity problems via the Remedy System for DHR users. Monitor Remedy tickets to ensure timely updates; follow-up with customers; and escalate tickets as needed.
3. Assist IT staff with DHR projects and tasks such as site moves and new facilities, and Department-wide equipment deployment.
4. Modify and verify user home directories and drive mappings to ensure rights and privileges are accurate.
5. Answer and respond to Helpdesk calls received through Automated Call Distribution (ACD) system, e-mails, and requests submitted via Remedy from Statewide users.
6. Utilize Remedy to create trouble tickets to record troubleshooting steps, problem resolution, and equipment relocations.
7. Train OTHS Helpdesk staff on troubleshooting complex problems before they are transferred to other IT support units. Proactively identify areas of improvement to streamline existing OTHS Helpdesk processes.
8. Monitor performance of hardware and software through workstation and diagnostic programs and utilities. Determine and make adjustments, as needed, to ensure maximum efficiency of operations.
9. Perform password resets according to established OTHS procedures for all DHR systems.
10. Alert customers to the availability of various systems via the Helpdesk ACD greeting system, e-mail broadcasts, and system availability screens.
11. Perform periodic network and mainframe system testing during nights, weekends, and holidays.
12. Run Remedy reports for reporting as needed.

M. Network Technician (Junior)

OTHS is directly responsible for providing desktop support for approximately 2,000 end-users in the Baltimore City Department of Social Services and 500 end-users in SSC. OTHS desktop support technicians average 350 tickets per month.

The TO Contractor shall provide one (1) Junior Network Technician to work with the OTHS Desktop Support Team in order to troubleshoot and repair end-user problems and support OTHS with installation, integration, and maintenance of the desktop environment. The Technician shall, among other potential tasks:

1. Act as the second point of contact for end-user problems that the Helpdesk is unable to resolve
2. Conduct analysis, timely resolution, and follow-up to problems, assigned tasks, and requests for project related technical specifications to support continued business computing operations.
3. Take ownership of user problems, answer queries in a timely manner and help resolve any technical issues while maintaining a comprehensive log in Remedy.
4. Escalate more complex problems to engineering teams and assist them in resolving the issue(s).
5. Access, organize, inventory, install, and relocate equipment as required. Update and maintain asset management records for hardware as needed per Remedy requests and project tasks.
6. Assist with the support and maintenance of DHR’s Active Directory domain, which includes distribution lists, end-user accounts, access privileges, and shared drive mappings.
7. Regularly check IT security settings on desktops, laptops, and tablets. This includes virus scans, operating system patches, and software updates.
8. Configure, install, deploy, upgrade, maintain, and support desktops, laptops, tablets, printers, scanners, and other peripheral devices as assigned.
9. Act as a liaison between the end-user and other support personnel as needed.
10. Answer, respond to, and resolve Remedy tickets from end-users at each assigned location.
11. Install and upgrade end-user hardware and software.
12. Go to the site locations of the various DHR local offices, statewide, to assist in resolving hardware and software issues as instructed by DHR.

N. Technical Writer/Editor

Due to staff limitations, the OTHS Technical Services Division cannot produce a project’s supporting technical documentation in a timely manner. This is because, upon the conclusion of DHR’s IT projects, OTHS staff are often instructed to assist with other IT initiatives and are not afforded the time to complete technical diagrams, standard operating procedures, manuals, user guides, and training documentation. With an increasing number of IT projects at the Department, OTHS expects this issue to worsen.

The TO Contractor shall provide one (1) Technical Writer/Editor to assist OTHS with creating and maintaining IT policies, procedures, and other technical documents. The Technical Writer/Editor shall, at a minimum:

1. Create and/or update IT standards documentation, diagrams, standard operating procedures, and policies pertaining to the DHR network, security, and systems operations.
2. Attend meetings and document meeting minutes, action items, risks and issues. Publish meeting documentation to a shared directory or other common location to be determined by the TO Manager. Distribute project meeting agendas and meeting minutes.
3. Draft and finalize technical documentation to accompany all system changes, improvements, modifications and enhancements, as directed by the TO Manager.
4. Conduct research and analysis to gather historical technical documentation and update the Department's technical library, as directed by the TO Manager.
5. Generate Remedy reports as needed to perform trend analysis on common reoccurring problems. Escalate chronic technical issues to the TO Manager or designee. Develop quick tip guides for common end-user error.
6. Work with technical teams to gather details required to compose technical policies, procedures, and diagrams.
7. Maintain a complete project library (Section 2.7.5.3).
8. Maintain and revise technical documentation as needed to reflect current configurations and changes as needed.
9. Develop and maintain architecture, system, and component documentation for OTHS reference.
10. Create "How To" training guides, short videos, Microsoft PowerPoint presentations and short web-based training presentations for end-users.
11. Compile information necessary to update the DHR/OTHS Continuity of Operations Plan (COOP) and serve as the principal administrator of the document.
12. Develop non-technical memorandums, guidelines, and/or notices based on the key points captured in technical documents. These correspondences shall be used to communicate changes in the IT environment that impact DHR's end-users.
13. Assess and identify end-user training needs for new computer applications such as the change from Microsoft Office 2003 to Microsoft Office 2010 and moving from Windows XP to Windows 7.
14. Develop and document test cases and plans. Generate action plans to correct testing anomalies.

O. <u>Telecommunications Engineer</u>

The TO Contractor shall provide two (2) Telecommunications Engineers who shall:

1. Be responsible for engineering and/or analytical tasks and activities associated with technical areas within the telecom function (e.g., network design, engineering, implementation, diagnostics or operations/user support).
2. Perform complex tasks relating to network monitoring, operations, installation, and/or maintenance for local, off-site, and/or remote locations.
3. Be responsible for quality assurance and testing of transmission mediums and infrastructure components.

4. Be responsible for the configuration, deployment, testing, maintenance, monitoring, and trouble-shooting of network components to provide a secure, high performance network.

Note: General responsibilities for the potential resources listed in Section 2.1(P)-(PP) may be found in the CATS+ RFP. If DHR requests these resources, it will provide specific duties/responsibilities with its Work Order.

2.6.6 SERVICE LEVEL AGREEMENT (SLA)

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

2.6.7 BACKUP/ DISASTER RECOVERY

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

2.6.8 REQUIREMENTS FOR HARDWARE, SOFTWARE AND MATERIALS

The TO Contractor Personnel may need various tools to complete assignments. These tools will not be provided by the State and the TO Contractor's price must be fully burdened to accommodate. Examples of tools include but are not limited to:

a. Cell phones;

b. Screw drivers;

c. Power testers;

d. Cable testers; and

e. Access to management research such as Gartner or Forrester.

2.6.9 BACKGROUND CHECKS

In addition to the requirements of Section 2.4.3.2 of the CATS+ Master Contract, the TO Contractor shall:

A. Ensure the CJIS background check spans ten (10) years.

B. Not employ any person who has been convicted of the following crimes:
1. Child abuse;
2. Child neglect;
3. Spousal abuse;
4. Any other crime against children including possession and/or distribution of child pornography; or
5. A crime involving violence, including assault, rape, sexual assault, or homicide.

C. Ensure its employees' and subcontractors' background check certifications are renewed annually, and the TO Contractor's sole expense. DHR reserves the right to disqualify any TO Contractor employees or subcontractors whose background checks suggest conduct, involvements, and/or associations that DHR determines, in its sole discretion, to be inconsistent with the performance and/or security requirements set forth in this TORFP.

D. Provide, upon request by DHR, the results of all security background checks. DHR reserves the right to perform additional background checks or spot audits to ensure the background checks have been completed and are current. DHR may randomly request a copy of a background check for any individual associated with the TO Agreement. The TO Contractor shall provide a copy of the background check within 24 hours of the request.

E. Ensure that any replacement personnel have a background check before staring employment.

2.6.10 PERFORMANCE AND PERSONNEL

2.6.10.1 WORK HOURS

OTHS is a 24x7 operation with staff that is required to be available to meet the requirements of operations. As such, the TO Contractor is required to support the following operation schedules:

- Business Hours Support: The TO Contractor's collective assigned personnel shall work an eight-hour day between core business hours (7:00 AM to 6:00 PM), Monday through Friday.

- Non-Business Hours Support: After hours support, including evenings, overnight, and weekends, may be necessary to respond to IT emergency situations, performing planned enhancements, changes, upgrades, and deployments in addition to core business-day hours. Time performing services after hours and/or during holidays would not be billed separately and the TO Contractors hourly labor rate should be fully burdened.

- On-call Support: Once personnel have demonstrated an understanding of the TO Requesting Agency infrastructure, they will also be required to participate in a rotating emergency on-call schedule, providing non-business hours support. Typically, personnel assigned to TO Requesting Agency network engineering services are required to be on-call 24 hours a day for a seven-day period, one week out of every four to five weeks.

- State Closure Days: TO Contractor personnel may be required to work during State closure days. In this event, the TO Contractor will be notified in writing by the TO Manager of these details. As the TO Contractor's fixed price hourly labor rate shall be fully burdened, time spent performing services during State closure days shall not be billed separately. A list of State closure days may be found at: http://dbm.maryland.gov/employees/Pages/StateHolidays2014.aspx).

- 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.

- 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.

- Emergency Support: DHR provides mass sheltering and human services during major events and/or disasters across the State. As such, the OTHS Technical Services Division is required to provide IT support as required. The TO Contractor personnel shall support and assist OTHS during major events and/or disasters across the State.

2.6.10.2 PERFORMANCE EVALUATION

The TO Contractor shall issue personnel performance ratings via a Performance Evaluation Form (PEF) (or other format approved by DHR) for all TO Contractor's staff, including subcontractors, program managers, etc. The TO Contractor shall evaluate TO Contractor personnel performance monthly and provide results to the DHR TO Manager with the invoice. DHR reserves the right to ask for the removal of any person who receives an unsatisfactory evaluation. See Attachment 18 for a sample PEF.

2.6.10.3 PERFORMANCE ISSUE MITIGATION

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

A. The TO Manager shall document performance issues and give written notice to the TO Contractor, clearly describing problems and delineating remediation requirement(s).

B. The TO Contractor shall respond with a written remediation plan within three business days and implement the plan immediately upon written acceptance by the TO Manager.

C. Should performance issues persist, the TO Manager may give written notice or request the immediate removal of person(s) whose performance is at issue, and determine whether a substitution is required.

Regardless of the origin of the replacement request, replacement personnel shall have qualifications equal to or greater than that of the non-performing person initially proposed and evaluated and accepted in the TO Agreement. In all instances, the TO Manager will determine the amount of time the TO Contractor has to provide a replacement. In the event of such a change, the TO Contractor shall submit a revised staffing plan to the TO Manager within five (5) business days.

2.6.10.4 SUBSTITUTION OF PERSONNEL AFTER AWARD

The substitution of personnel procedures is as follows:

A. The TO Contractor may not substitute personnel without the prior approval of the TO Manager.

B. To replace any personnel, the TO Contractor shall submit resumes of the proposed personnel specifying their intended approved labor category. Any proposed substitute personnel shall have qualifications equal to or better than those of the replaced personnel.

C. Proposed substitute personnel shall be approved by the TO Manager. The TO Manager shall have the option to interview the proposed substitute personnel. After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the requested substitution.

2.6.10.5 PREMISES AND OPERATIONAL SECURITY

A. State Security Requirements

1. Each person who is an employee or agent of the Master Contractor or subcontractor shall display his or her company identification badge at all times while on State premises. Upon request of State personnel, each such employee or agent shall provide additional photo identification.

2. The TO Contractor shall be responsible for safeguarding all State property provided for TO Contractor use. All State facilities, equipment and materials shall be secured during non-duty hours.

3. The TO Contractor employees and subcontractors may be subject to random security checks during entry and exit of State secured areas. The State reserves the right to require TO Contractor employees and subcontractors to be accompanied while on secured premises.

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

5. TO Contractor shall remove any employee from working on the resulting TO Agreement where the State of Maryland provides evidence to the TO Contractor that said employee has not adhered to the security requirements specified herein.

6. The cost of complying with all security requirements specified herein are the sole responsibilities and obligations of the TO Contractor and its subcontractors and no such costs shall be passed through to or reimbursed by the State or any of its agencies or units.

2.6.10.6 H-1B WORK AUTHORIZATION

DHR will not accept H1-B candidates.

2.7 DELIVERABLES

Within each task, the TO Contractor may suggest additional subtasks or deliverables to improve the quality and success of the project (Please refer to Section 2.5, Required Project Policies, Guidelines and Methodologies).

2.7.1 DELIVERABLE SUBMISSION

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

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

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

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

For any written deliverable, the TO Manager may request a draft version of the deliverable, to comply with the minimum deliverable quality criteria listed in Section 2.7.3. 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). Project deliverables shall be submitted in draft form within thirty (30) business days following the TO Agreement award to the TO Manager.

The TO Manager shall have ten (10) business days to review the draft deliverable and respond with comments. The TO Contractor has five (5) business days to incorporate comments and submit the final version to the TO Manager.

Draft versions of a deliverable shall comply with the minimum deliverable quality criteria listed in Section 2.7.3.

2.7.2 DELIVERABLE ACCEPTANCE

A final deliverable shall satisfy the scope and requirements of this TORFP for that deliverable, including the quality and acceptance criteria for a final deliverable as defined in Section 2.7.5 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 via the DPAF (Attachment 9). Following the return of the DPAF indicating "Accepted" and signed by the TO Manager, the TO Contractor shall submit a proper invoice in accordance with the procedures in Section 2.11.2. The invoice must be accompanied by a copy of the executed DPAF or payment may be withheld.

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

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.

2.7.3 MINIMUM DELIVERABLE QUALITY

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

Each deliverable shall meet the following minimum acceptance criteria:

A) Be presented in a format appropriate for the subject matter and depth of discussion.

B) Be organized in a manner that presents a logical flow of the deliverable's content.

C) Represent factual information reasonably expected to have been known at the time of submittal.

D) In each section of the deliverable, include only information relevant to that section of the deliverable.

E) Contain content and presentation consistent with industry best practices in terms of deliverable completeness, clarity, and quality.

F) Meets the acceptance criteria applicable to that deliverable, including any State policies, functional or non-functional requirements, or industry standards.

G) Contains no structural errors such as poor grammar, misspellings or incorrect punctuation.

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

2.7.4 REQUIRED DELIVERABLES

See Section 2.7.5

2.7.5 DELIVERABLE DESCRIPTIONS / ACCEPTANCE CRITERIA

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
1A	Kick Off Meeting	The TO Contractor shall schedule and conduct a Project Kick-Off Meeting. All key stakeholders shall attend. The TO Contractor shall confer with DHR to determine the stakeholders, date, time, and location for the kickoff meeting.	TBD by TO Manager
1B	Kick Off Meeting (Written	The TO Contractor shall present an overview of the TO Agreement and high level project plan, and relative organization chart, plans for monitoring DHR's review	Initial Delivery: NTP+ 15 Business Days At the Kick Off Meeting

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
	Deliverables)	and approval of deliverables, set-up and maintenance of the Project Library, major transition activities, project status reports, and other areas of coordination between the TO Contractor, other vendors and DHR. A draft of the status presentation material shall be submitted for review to DHR no less than five (5) business days prior to the scheduled meeting presentation.	
2	Initial Staffing Plan (Written Deliverable)	The Master Contractor shall deliver an initial Staffing Plan with its response to this TORFP. The Staffing Plan shall include an organization chart showing how the Master Contractor proposes to staff the project. The Staffing Plan shall identify personnel and clearly describe all resource requirements, title, function, and roles, and responsibilities.	Initial Delivery: With the Technical Proposal
3	Project Library (Written Deliverable)	The TO Contractor shall establish an electronic Project Library on a network shared drive identified by DHR/OTHS. OTHS staff will assist with the physical establishment. At a minimum, the library shall contain copies of the TORFP, TO Contractor proposal, TO Agreement, design documents, and a complete set of all project deliverables.	Initial Delivery: NTP+ 60 Calendar Days Updates: Bi-Weekly; Final copy due 15 Business Days prior to TO Agreement end date via CD/DVD or other media defined by the TO Manager
4	Weekly Status Report and project meeting (Written Deliverable)	The TO Contractor shall provide a draft weekly status report to the TO Manager. The approved draft will be used as the standard weekly status report. The TO Contractor shall e-mail weekly status reports by close of business at week's end to the TO Manager. If the due date falls on a holiday the report is due by 2 p.m. the next business day. At a minimum, the reports shall contain the following: • Project schedule; • Current status of all tasks and list of activities completed; • Emergency work efforts and any issues identified; • Proposed activities for the upcoming work week; • Action items (log of items with status of each); and • Other topics requested by DHR. Project meeting to take place weekly with key stakeholders to review progress, milestones completion,	Initial Delivery: NTP+ 30 Calendar Days Updates: Weekly

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
		issues, risks and change requests.	
5	Transition- In Plan (Written Deliverable)	A document that explains the hand-shake between the incoming and outgoing contractor(s) and DHR/OTHS to ensure seamless transition of project tasks / activities from outgoing contractor to the incoming contractor and / or project owner. The plan shall include a clear breakdown of tasks and responsibilities, including those tasks which will be the responsibility of DHR during the transition along with those that are the responsibility of the TO Contractor. The Transition-In Plan shall specifically address in detail: 1. Milestones and key deliverable dates. 2. The key transition personnel and their respective roles. 3. The reporting mechanism for providing, at a minimum, weekly reports during the transition. 4. Any experience and concerns considered important and relevant from prior transitions and/or implementations of similar size and scope. 5. The required involvement of the TO Contractor, DHR management and staff, other State resources, and any third-party involvement subcontracted by the TO Contractor during the transition. 6. Risk assessment and mitigation recommendations/solutions. 7. A clear set of tasks, objectives, outcomes, and timeframes to transition in-flight work activities, processes, people, services, knowledge and documentation.	Initial Delivery: With the Technical Proposal Final Delivery: NTP + 15 Calendar days
6	Transition- Out Plan (Written Deliverable)	A document that explains the hand-shake agreement between the incoming and outgoing contractor(s) and DHR/OTHS to ensure seamless transition of project tasks / activities from outgoing contractor to the incoming contractor and / or project owner. The Plan shall include a specific approach and schedule to transition from the current contract scope of work to the new one and clearly identify the tasks, level of effort, and description of the resources. The Plan shall include a clear breakdown of tasks and responsibilities, including that which will be the	Initial Delivery: With the Technical Proposal Final Delivery: 180 days prior to End Of Contract

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
		responsibility of DHR during the transition. The outgoing TO Contractor shall: 1. Complete all turnover activities as provided for in the TO Contractor's turnover plan and within DHR-approved timeframes that will enable the successful takeover of the operation with no delays or decreases in services. 2. Make available the appropriate key personnel and allow the incoming TO Contractor to observe work activities in real-time (job shadowing). 3. Attend orientation presentations by the incoming contractor, addressing knowledge transfer and work activity information at a high level. 4. Work cooperatively and proactively with the incoming contractor, existing DHR contractors and DHR management to facilitate a smooth and efficient transition of services. 5. Participate fully in all meetings called by the incoming contractor as well as the TO Manager, and in addition to partnering to accomplish all tasks assigned to them, the TO Contractor shall, wherever possible, offer guidance, subject matter expertise and other consultancy services to the transition process. Work during the Transition Out period as if time is of the essence, because this period of time provides an opportunity for the new contractor staff to gain a full understanding of the technical environment in order to provide all the services outlined in this TORFP and thereby support all system users.	
7	Monthly Progress Report (Written Deliverable)	Provides detailed status to the project stakeholders. The TO Contractor shall provide a monthly progress report after the end of the prior month. At a minimum, the monthly progress report shall contain: • TO Agreement number, • Work accomplished during the month; • Deliverables (submitted, due, overdue, approval status, and payment status); • Staffing (planned labor hours and actual labor hours per resource); • Project risks (including mitigation status); • Issues (log of identified issues with status of each); • Planned activities for the next reporting period; and • An accounting report for the current reporting period	Initial Delivery: 10 Business Days after prior month's end Updates: Monthly

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
		and a cumulative summary of the totals for both the current and previous reporting periods. The accounting report shall include amounts invoiced-to-date and paid-to-date.	
8	Project Management Documents (Written Deliverable)	The TO Contractor shall develop and submit the following project management documents: A. **Project Charter** which shall provide the project scope definition, high-level requirements project team structure, constraints, assumptions, potential risks, any measurable success criteria and security considerations. It shall provide the justification for the scope with specific objectives, intended goals, a preliminary schedule with expected milestones/deliverables and forecasted completion dates. The Charter shall also include a list of stakeholders with roles and responsibilities, as well as the governance and authority for decisions. B. **Project Work Plan** which shall, at a minimum, include fields to track the task, resource, planned start date, revised start date, actual start date, planned end date, revised end date, actual end date, percent complete, task dependencies and checkpoint reviews (as established with DHR). The project work plan shall include all major tasks that will be required to complete the project. The project work plan shall be developed using MS Project 2007 or other software defined by DHR/OTHS. C. **Communications Plan** serves as a guideline to manage project communications across DHR. The Communication Plan shall provide the detailed processes and techniques the TO Contractor will use to collect, store, and report on project progress and effectiveness as well as what information, when they need it, how it will be delivered, and by whom.	Initial Delivery: 30 Business Days after project assignment Updates: As determined by the TO Manager Project Charter: As requested Project Work Plan: Weekly Communications Plan: Quarterly
9	Final Staffing Plan (Written Deliverable)	Details the project's human resources requirements and how those requirements will be fulfilled during the course of the project. The TO Contractor shall deliver a final Staffing Plan within thirty (30) Calendar days from NTP. This plan shall be maintained and submitted every ninety (90) Calendar days or when there is a significant change in	Initial Delivery: NTP+ 30 Calendar Days Updates: Quarterly

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
		staffing, whichever comes first.	
10	Risk Management Plan (Written Deliverable)	No later than thirty (30) calendar days from NTP, the TO Contractor shall develop and submit a thorough and complete Risk Management Plan. The plan shall include the TO Contractor's approach to managing risk as well as describe the TO Contractor's complete understanding of risk management.	Risk Management Plan: NTP + 30 Calendar Days
11	Quarterly Effectiveness Report (Written Deliverable)	Within ninety (90) business days from NTP, the TO Contractor shall develop and provide a Quarterly Effectiveness Report to the TO Manager. This report shall include suggestions for continuous improvement and information on emerging best practices in project management, technology, or processes. This report shall be submitted to the TO Contractor on a quartely basis thereafter.	Initial Delivery: NTP+ 90 Calendar Days Updates: Quarterly
12	Monthly Performance Evaluation Form (Written Deliverable)	The TO Contractor shall evaluate TO Contractor personnel performance monthly and provide results to the DHR TO Manager with the invoice. See Attachment 18 for performance evaluation form example.	Monthly: By the15th day of each month following NTP

2.8 MINIMUM QUALIFICATIONS

2.8.1 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 shall meet the following minimum requirements:

A. Possess at least four (4) years of experience providing technical operation support services to federal, state, and/or local government entities with at least 8,000 end-users. In addition, the engagement shall meet the following criteria:
   1. The engagement shall have lasted at least one (1) year; and
   2. The Master Contractor shall have provided at least five (5) full-time operations support personnel.

B. Be ISO Certified.

2.8.2 OFFEROR'S PERSONNEL MINIMUM QUALIFICATIONS

In addition to the experience identified in the CATS+ Master Contract, Section 2.10 Labor Categories and Qualifications, the TO Contractor personnel must meet the specific qualifications noted in Table 1 below.

Master Contractors shall propose exactly three (3) resources in response to this TORFP for the purposes of making an award determination. All other resources shall be brought on board via the Work Order process, at which time CATS+ Labor Category minimum requirements and any additional requirements listed in Section 2.8 shall apply.

Table 1: TO Contractor Key Personnel Specific Minimum Qualifications

SECT. ID#	CATS+ LABOR CATEGORY	MINIMUM QUALIFICATIONS
		•
2.6.5.A	Engineer Network (Senior) (KEY)	• At least one (1) industry standard certifications such as CCDP, CCNP, or State-approved equal. • At least three (3) years' experience managing, maintaining, and supporting Cisco enterprise networks
2.6.5.B	Project Manager (KEY)	• At least one (1) current industry standard certification(s) such as PMP, ITIL, or State-approved equal. • At least three (3) years' experience managing, guiding, and overseeing multiple technical projects in an enterprise, service provider, federal or state government environment.
2.6.5.C	Telecommunications Engineer (KEY)	• At least one (1) current industry standard certification(s) such as PMP, ITIL, or State-approved equal • At least three (3) years' experience managing, guiding, and overseeing multiple technical projects in an enterprise, service provider, federal or state government environment.

2.9 TO CONTRACTOR AND OTHER PERSONNEL REQUIREMENTS

For the 15 resources DHR will add via a Work Order (see Section 2.1 and the labor categories listed in Section 2.1(D)- (O)), the Master Contractor shall ensure the individuals, in addition to meeting the minimum qualifications for the position described in Section 2.10 of the CATS+ Master Contract, meet the qualifications listed below:

Table 2: Additional Labor Categories (to be added via Work Order as described in Section 2.1):

	CATS+ LABOR CATEGORY	MINIMUM QUALIFICATIONS

SECT. ID#		
2.6.5 D	Application Developer Advanced Technology	• At least one (1) industry standard certification such as BMC Certified Administrator, BMC Certified Developer, and/or BMC Certified Professional, or state approved equal. . • At least three (3) years' experience configuring, developing, implementing, and maintaining BMC Remedy ITSM (v6.5 – v8.1) solutions.
2.6.5.E	Architect, Information Technology (Senior) (2 minimum)	• At least one (1) industry standard certification such as MCSE, MCSA, CNE, VCP, or equivalent. • At least five (5) years' experience configuring, designing, implementing enterprise systems such as VMWare, ZenWorks, Syncsort, and Active Directory.
2.6.5.F	Business Process Consultant (Senior)	• At least one (1) industry standard certification such as CCBA, CBAP, or State-approved equal. • At least three (3) years' experience documenting and refining business requirements, specifications, and processes related to IT.
2.6.5.G	Database Management Specialist ~~(Senior)~~	• At least five (5) years' experience designing and developing databases in Microsoft Access and SQL and at least three (3) years of experience working with clustered database systems. • At least one (1) industry standard database management certification(s), examples are: MCSA-SQL Server 2008 or 2012; MCSE – Data Platform /Business Intelligence; or State approved equal.
2.6.5 H	Documentation Specialist	• At least three (3) years' experience documenting client/server, database, and/or network technology. This shall include 1 year of experience with system and network principles, concepts and technologies.
2.6.5.I	Engineer, Facility Operations	• At least three (3) years' experience monitoring and supporting Leibert UPS

		and cooling units. • At least five (5) years' experience supporting/managing an enterprise data center.
2.6.5 J	Engineer, Information Security	• At least one (1) industry standard certification such as CISSP, CISA, CEH, or State approved equal. • At least two (2) years' implementing, configuring, and troubleshooting security systems such as Symantec End-point Protection, Computrace, WinMagic, LogRhythm, and/or IDM.
2.6.5 K	Engineer, Systems (2 Minimum)	• At least three (3) years' experience managing, implementing and supporting Netapp, Brocade, and EMC. • At least one (1) industry standard certification(s) such as EMC Specialist Level, NCIE, NCDA, BCNE, State-approved equivalent.
2.6.5 L	Help Desk Specialist (Junior)	• At least two (2) years' experience providing telephone support in an enterprise or service provider helpdesk environment. • At least two (2) years' experience using Remedy ticketing system
2.6.5 M	Network Technician (Junior)	• At least three (3) years' experience supporting and troubleshooting Windows XP and Windows 7 operating systems. • At least three (3) years' experience installing desktop, laptop, and peripheral equipment.
2.6.5 N	Technical Writer/Editor	• At least five (5) years' experience creating and updating IT diagrams, flow charts, procedures, and policies. • At least three (3) years' experience developing, updating, and modifying websites (HTML).
2.6.5 O	Telecommunications Engineer (2 Minimum)	• 5 -10 years of telecommunications experience • Broad knowledge of I.T. & Telephony Infrastructure including Cabling, routers, switches, servers, desktops, security, firewalls, T1s, and PBX systems.

		• 3-5 years performing analysis and design of PBX and telephony systems • Full understanding of installing, troubleshooting, configuring, and repairing PBX and other telephony platforms. • 3-5 years of experience implementing and installing NEC Voice/Telecom systems, Voice Messaging system and deploy new phone and voice mail extensions.

Note: For all other labor categories (see Section 2.1 (P)-(PP)), the Master Contractor shall ensure the resources meet the minimum qualifications listed in the CATS+ RFP.

2.10 RETAINAGE

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

2.11 INVOICING

The TO Contractor shall submit invoices monthly, by the 15th business day of each month, and include a signed, accepted DPAF (Attachment 9). Invoices submitted more than 30 calendar days late will be reduced by 10% and will continue to be reduced by that amount every subsequent 30 calendar days until submitted.

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

2.11.1 T&M Invoicing

2.11.1.1 <u>TIME SHEET SUBMISSION AND ACCEPTANCE</u>

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

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

A. Title: “Time Sheet for Staff Name”
B. Issuing company name, address, and telephone number
C. For each employee /resource:
   1) Employee / resource name
   2) The period’s end date, e.g., “Period Ending: mm/dd/yyyy” (Periods run 1st through 15th and 16th through last day of the month):
   3) Tasks completed that week and the associated deliverable names and ID#s
   4) Number of hours worked each day
   5) Total number of hours worked that Period

6) Period variance above or below 40 hours
7) Annual number of hours planned under the TO
8) Annual number of hours worked to date
9) Balance of hours remaining
10) Annual variance to date (Sum of periodic variances)

D. Signature and date lines for the TO Manager

E. Time sheets shall be submitted to the TO Manager for approval by signature. TO Manager acceptance of timesheets shall acknowledge the accuracy of the time reported.

2.11.2 T&M INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

A proper invoice shall identify DHR, labor category, associated TO Agreement number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number.

The TO Contractor shall submit the original invoice, a copy of the signed DPAF and a copy of the Monthly Progress Report for payment to the TO Manager via email. Proper invoices for final payment shall be clearly marked as "FINAL" and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

2.12 WORK ORDER PROCESS

The issuance of Work Orders will be subject to Department priorities and availability of funds.

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

A. The TO Manager shall e-mail a Work Order Request (See Attachment 17) to the TO Contractor to provide services or resources that are within the scope of this TORFP. The Work Order Request will include:
   1) Technical requirements and description of the service or resources needed
   2) Performance objectives and/or deliverables, as applicable
   3) Due date and time for submitting a response to the request
   4) Required place(s) where work must be performed

B. The TO Contractor shall e-mail a response to the TO Manager within the specified time and include at a minimum:
   5) A response that details the TO Contractor's understanding of the work;
   6) A price to complete the Work Order Request using the format provided in Attachment 17;

7) A description of proposed resources required to perform the requested tasks, with CATS+ labor categories listed in accordance with Attachment 1;
8) An explanation of how tasks shall be completed. This description shall include proposed subcontractors and related tasks; and
9) State-furnished information, work site, and/or access to equipment, facilities, or personnel.
10) The proposed personnel resources, including any subcontractor personnel, to complete the task.

C. 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.

D. The TO Manager may contact the TO Contractor to obtain additional information, clarification or revision to the Work Order, and will provide the Work Order to the TO Procurement Officer for approval. The TO Procurement Officer could issue a change order to the TORFP if appropriate.

E. 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.

F. The TO Contractor shall ensure that all approved personnel have a background check completed and will supply the background check affidavit (Attachment 19) as proof.

G. The TO Manager will issue the Notice to Proceed (NTP) after the Work Order is approved and/or any interviews are completed.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

3 TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

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

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

3.2 SUBMISSION

The printed TO Proposal shall be submitted by mail or hand-delivery to the TO Procurement Officer. TO Proposals shall be received by the TO Procurement Officer by the date and time specified in the Key Information Summary Sheet in order to be considered. Requests for extension of this date or time shall not be granted. Master Contractors mailing TO Proposals should allow sufficient mail delivery time to insure timely receipt by the TO Procurement Officer. TO Proposals or unsolicited amendments to TO Proposals arriving after the closing time and date will not be considered, except under the conditions identified in COMAR 21.05.02.10 B and 21.05.03.02 F. **Oral, electronic mail or facsimile TO Proposals will not be accepted.**

The TO Proposal shall be submitted by means of one (1) original printed set with signatures for the TO Technical Proposal with Attachments (See section 3.3 below) and one (1) original printed set with signatures for the TO Financial Proposal with Attachments (See section 3.3 below). Please provide six (6) additional copies of the TO Technical Proposal and six (6) additional copies of the TO Financial Proposal. Additionally, the Department asks that Master Contractors provide one (1) CD-ROM containing the TO Technical Proposal titled "CATS+ TORFP P.O. # N00B3400402 Technical plus the Master Contractor Name." The Department also asks that Master Contractors provide one (1) CD-ROM containing the TO Financial Proposal titled "CATS+ TORFP P.O. # N00B3400402 Financial plus the Master Contractor Name." The TO Technical Proposals with the Technical CD-ROM and TO Financial Proposals with the Financial CD-ROM shall be submitted in separate sealed envelopes.

If a Master Contractor elects to submit a TO Proposal, the Master Contractor shall do so in conformance with the requirements of this CATS+ TORFP.

3.3 SUMMARY OF ATTACHMENTS

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

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

- Attachment 2 - MBE Forms D-1 and D-2 - Signed
- Attachment 4 – Conflict of Interest Affidavit and Disclosure - Signed
- Attachment 5 - Labor Classification Personnel Resume Summary (Form LC1) - Signed
- Attachment 13 – Living Wage Affidavit of Agreement - Signed

- Attachment 15 – Veteran-Owned Small Business Enterprise Utilization– Signed
- Attachment 16 - Certification Regarding Investments in Iran - Signed

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

- Attachments 1A- 1B Price Proposal – Signed

3.4 PROPOSAL FORMAT

A TO Proposal shall contain the following sections in order:

3.4.1 TO TECHNICAL PROPOSAL

A) Proposed Services

1) Executive Summary: A one-page summary describing the Master Contractor's understanding of the TORFP scope of work (Section 2) and proposed solution.

2) Proposed Solution: A more detailed description of the Master Contractor's understanding of the TORFP scope of work, proposed methodology and solution. The proposed solution shall be organized to exactly match the requirements outlined in Section 2.

3) Draft Work Breakdown Structure (WBS): A matrix or table that shows a breakdown of the tasks required to complete the requirements and deliverables in Section 2 - Scope of Work. The WBS should reflect the chronology of tasks without assigning specific time frames or start / completion dates. The WBS may include tasks to be performed by the State or third parties, for example, independent quality assurance tasks. If the WBS appears as a deliverable in Section 2 – Scope of Work, the deliverable version will be a final version. Any subsequent versions shall be approved through a formal configuration or change management process.

4) Draft Project or Work Schedule: A Gantt or similar chart containing tasks and estimated time frames for completing the requirements and deliverables in Section 2 - Scope of Work. The final schedule should come later as a deliverable under the TO after the TO Contractor has had opportunity to develop realistic estimates. The Project or Work Schedule may include tasks to be performed by the State or third parties.

5) Staffing Plan: The Master Contractor shall deliver an initial Staffing Plan with their response to this TORFP. The Staffing Plan shall include an organization chart showing how the Master Contractor proposes to staff the project. The Staffing Plan shall identify personnel and clearly describe all resource requirements, title, function, and roles, and responsibilities. The Master Contractor shall propose a service level agreement that details the timing plan and methodology for initial staffing.

6) Initial Transition-In Plan: The Offeror's response to this TORFP shall clearly outline the approach to Transition-In activities. The approach shall describe the Offeror's strategy to successfully accomplish a seamless transition. The Plan shall include a clear breakdown of tasks and responsibilities, including those tasks which will be the responsibility of DHR during the transition along with those that are the responsibility of the TO Contractor.

7) Initial Transition-Out Plan: The Offeror's response to this TORFP shall clearly outline the approach to Transition-Out activities. The approach shall describe the Offeror's strategy to successfully accomplish a seamless transition. The Offeror shall submit Initial Transition-Out Plan with the Technical Proposal. The Initial Transition-Out Plan shall include a specific approach and schedule to all Transition-Out activities. The Plan shall include a clear breakdown of tasks and responsibilities, including those tasks which will be the responsibility of DHR during the transition along with those that are the responsibility of the TO Contractor.

8) Draft Risk Assessment: Identification and prioritization of risks inherent in meeting the requirements in Section 2 - Scope of Work. Includes a description of strategies to mitigate risks. If the Risk Assessment appears as a deliverable in Section 2 – Scope of Work, that version will be a final version. Any subsequent versions should be approved through a formal configuration or change management process.

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

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

B) Compliance with Master Contractor's Company Minimum Qualifications

Master Contractors will complete the following table and submit it with their TO Technical Proposal to demonstrate compliance with the Master Contractor's Company Minimum Requirements in 2.8.1.

Reference	**Master Contractor's Company Minimum Requirement**	**Evidence of Compliance**
2.8.1	At least four (4) years of experience providing technical operation support services to federal, state, and/or local government entities with at least 8,000 end-users	Offeror's evidence of compliance here.
2.8.1	Any engagement used to meet the four (4) years of experience; requirement shall have lasted at least one (1) year.	Offeror's evidence of compliance here.
2.8.1	Any engagement used to meet the four (4) years of experience requirement shall have provided at least five (5) full-time operations support personnel.	Offeror's evidence of compliance here.
2.8.1	ISO Certification	Offeror's evidence of compliance here.

C) Proposed Personnel and TORFP Staffing

Master Contractor shall propose exactly three (3) key personnel in response to this TORFP.

1) Complete and provide Attachment 5 – Labor Classification Personnel Resume Summary for each proposed resource (form LC1). The information should show:

    a) In Form LC1 - Each proposed person's skills and experience as they relate to the Master Contractor's proposed solution and Section 2 – Scope of Work.

2) Provide evidence proposed key personnel possess the required certifications in accordance with Section 2.8.2 Master Contractor's Personnel Minimum Qualifications.

3) Provide a Staffing Management Plan that demonstrates how the Master Contractor will provide additional resources in addition to the key personnel requested in this TORFP, and how the TO Contractor Personnel shall be managed. Include:

    a) Planned team composition by role (**Important! Identify specific names and provide history only for the proposed key resources required for evaluation of this TORFP**).
    b) Process and proposed lead time for locating and bringing on board non-key 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 Master Contractor's management staff who will supervise the personnel and quality of services rendered under this TO Agreement.

D) MBE, SBE Participation and VSBE Participation

1) Each Master Contractor shall:

    a. Submit completed MBE documents Attachment 2 - Forms D-1 and D-2.

    b. Submit completed VSBE documents Attachment 15- Forms V-1 and V-2.

E) Subcontractors

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

F) Overall Master Contractor team organizational chart

Provide an overall team organizational chart with all team resources available to fulfill the requirements listed in Section 2- Scope of Work.

G) Master Contractor and Subcontractor Experience and Capabilities

1. Provide no less than three and no more than five letters of reference from current or past clients of engagements or TO Agreements the Master Contractor or Subcontractor has completed that were similar to Section 2 - Scope of Work. Include contact information for each client organization complete with the following:

    a) Name of organization;

b) Point of contact name, title, email and telephone number (point of contact shall be accessible and knowledgeable regarding experience);

c) Services provided as they relate to Section 2 - Scope of Work;

d) Start and end dates for each example engagement or TO Agreement;

e) Current Master Contractor team personnel who participated on the engagement; and

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 TO Agreements it currently holds or has held within the past five years with any entity of the State of Maryland. For each identified TO Agreement, the Master Contractor shall provide the following (if not already provided in sub paragraph 1 above):

a) TO Agreement or task order name;

b) Name of organization;

c) Point of contact name, title, email, and telephone number (point of contact shall be accessible and knowledgeable regarding experience);

d) Start and end dates for each engagement or TO Agreement. If the Master Contractor is no longer providing the services, explain why not;

e) Dollar value of the TO Agreement;

f) Whether the TO Agreement was terminated before the original expiration date; and

g) Whether any renewal options were not exercised.

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

H) H. State Assistance

Provide an estimate of expectation concerning participation by State personnel.

I) I. Confidentiality

A Master Contractor should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. Contractors are advised that, upon request for this information from a third party, the TO Procurement Officer will be required to make an independent determination regarding whether the information may be disclosed.

3.4.2 TO FINANCIAL PROPOSAL

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

B) Attachments 1A–1B Price Sheet, with all proposed labor categories including all rates fully loaded. Master Contractors shall list all proposed resources by approved CATS+ labor categories in the price proposal. Prices shall be valid for 120 days.

C) To be responsive to this TORFP, the Price Sheet (Attachments 1A-1B) shall provide labor rates for all labor categories. Proposed rates are not to exceed the rates defined in the Master TO Agreement for the Master TO Agreement year(s) in effect at the time of the TO Proposal due date.

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

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

4 TASK ORDER AWARD PROCESS

4.1 OVERVIEW

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

4.2 TO PROPOSAL EVALUATION CRITERIA

The following are technical criteria for evaluating a TO Proposal in descending order of importance. Failure to meet the minimum company and personnel 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 2. Level of understanding will be determined by the quality and accuracy of the technical proposal in adherence with Section 3.4.

C. The capability of the proposed resources to perform the required tasks and produce the required deliverables in the TORFP Scope of Work – Section 2. Capability will be determined from each proposed individual's resume, reference checks, and oral presentation (See Section 1.5 Oral Presentations/Interviews).

D. The ability for the Master Contractor to meet staffing expectations relative to supplying additional personnel for this TORFP meeting qualifications in Section 2.6.5.

E. Demonstration of how the Master Contractor plans to staff the TO at the levels set forth in Section 2.1 and also for potential future resource requests.

4.3 SELECTION PROCEDURES

A. TO Proposals will be assessed throughout the evaluation process for compliance with the minimum qualifications listed in Section 2 of this TORFP, and quality of responses to Section 3.4.1 TO Technical Proposal. Master Contractor proposals that fail to meet the minimum qualifications will be deemed not reasonably susceptible for award, i.e., disqualified and their proposals eliminated from further consideration.

B. For TO Proposals deemed technically qualified, the associated TO Financial Proposal will be opened. All others will be deemed not reasonably susceptible for award and the TO Procurement Officer will notify the Master Contractor it has not been selected to perform the work.

C. Qualified TO Financial Proposal responses will be reviewed and ranked from lowest to highest price proposed.

D. The most advantageous TO Proposal considering both the technical and financial submissions shall be selected for TO award. In making this selection, technical merit has greater weight than financial merit.

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

4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

Commencement of work in response to a TO Agreement shall be initiated only upon issuance of a fully executed TO Agreement, a Non-Disclosure Agreement (TO Contractor), a Purchase Order, and by a Notice to Proceed authorized by the TO Procurement Officer. See Attachment 6 - Notice to Proceed (sample). The TO Contractor shall submit a Criminal Background affidavit for each resource prior to that resource's commencement of work (see Attachment 18).

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 (Attachments 1A-1B)	Always Applicable	Submit with TO Financial Proposal
Attachment 2	Minority Business Enterprise Participation Forms (Attachments D-1 - D-7)	Applicable	Submit D1 & D2 with TO Technical Proposal
Attachment 3	Task Order Agreement (TO Agreement)	Always Applicable	Do Not Submit with Proposal
Attachment 4	Conflict of Interest Affidavit and Disclosure	Always Applicable	Submit with TO Technical Proposal
Attachment 5	Labor Classification Personnel Resume Summary (LC1)	Applicable	Submit with TO Technical Proposal
Attachment 6	Pre-Proposal Conference Directions	Applicable	Do Not Submit with Proposal
Attachment 7	Notice to Proceed (Sample)	Always Applicable	Do Not Submit with Proposal
Attachment 8	Agency Receipt of Deliverable Form	Applicable	Do Not Submit with Proposal
Attachment 9	Agency Deliverable Product Acceptance Form (DPAF)	Applicable	Do Not Submit with Proposal
Attachment 10	Non-Disclosure Agreement (Master Contractor)	Applicable	Do Not Submit with Proposal
Attachment 11	Non-Disclosure Agreement (TO Contractor)	Always Applicable	Do Not Submit with Proposal
Attachment 12	TO Contractor Self-Reporting Checklist	Always Applicable	Do Not Submit with Proposal
Attachment 13	Living Wage Affidavit of Agreement	Always Applicable	Submit with TO Technical Proposal
Attachment 14	Mercury Affidavit	Not Applicable	Do Not Submit with Proposal
Attachment 15	Veteran Owned Small Business Enterprise Utilization Affidavit	Applicable	Submit forms V-1 and V-2 with TO Technical Proposal
Attachment 16	Certification Regarding Investments in Iran	Always Applicable	Submit with TO Technical Proposal
Attachment 17	Sample Work Order	Applicable	Do Not Submit with Proposal
Attachment 18	Performance Evaluation Form	Applicable	Do not Submit with Proposal
Attachment 19	Criminal Background Check Affidavit	Applicable	Do Not Submit with Proposal
Attachment 20	DHR Dress Code Guidelines	Applicable	Do Not Submit with Proposal
Attachment 21	Annual Internal Revenue (IRS) Contractor Awareness Acknowledgement	Applicable	Do Not Submit with Proposal
Attachment 22	DHR Locations	Applicable	Do Not Submit with Proposal
Attachment 23	DHR Policies, Guidelines, and Methodologies	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 A PRICE SHEET

PRICE SHEET FOR CATS+ TORFP # N00B3400402

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.

Base Year 1:

Section ID #	CATS+ Labor Categories	Hourly Labor Rate	Total Hours	Total Proposed Price
2.6.5 A.	Engineer, Network (Senior) (KEY POSITION)	$	1960	$
2.6.5 B.	Project Manager (KEY POSITION)	$	1960	$
2.6.5 C.	Telecommunications Engineer (KEY POSITION)	$	1960	$
2.6.5 D.	Application Developer, Advanced Technology	$	1960	$
2.6.5 E.	Architect, Information Technology (Senior)	$	5880	$
2.6.5 F.	Business Process Consultant (Senior)	$	1960	$
2.6.5 G.	Database Management Specialist (Senior)	$	1960	$
2.6.5 H.	Documentation Specialist	$	1960	$
2.6.5 I.	Engineer, Facility Operations	$	1960	$
2.6.5 J.	Engineer, Information Security	$	1960	$
2.6.5 K.	Engineer, Systems	$	3920	$
2.6.5 L.	Help Desk Specialist (Junior)	$	1960	$
2.6.5 M.	Network Technician (Junior)	$	1960	$
2.6.5 N.	Technical Writer/Editor	$	1960	$
2.6.5 O.	Telecommunications Engineer	$	3920	$
	Base Year 1 Total Price		$	

Base Year 2:

Section ID #	CATS+ Labor Categories	Hourly Labor Rate	Total Hours	Total Proposed Price
2.6.5 A.	Engineer, Network (Senior) (KEY POSITION)	$	1960	$
2.6.5 B.	Project Manager (KEY POSITION)	$	1960	$
2.6.5 C.	Telecommunications Engineer (KEY POSITION)	$	1960	$
2.6.5 D.	Application Developer, Advanced Technology	$	1960	$
2.6.5 E.	Architect, Information Technology (Senior)	$	5880	$
2.6.5 F.	Business Process Consultant (Senior)	$	1960	$

2.6.5 G.	Database Management Specialist (Senior)	$	1960	$
2.6.5 H.	Documentation Specialist	$	1960	$
2.6.5 I.	Engineer, Facility Operations	$	1960	$
2.6.5 J.	Engineer, Information Security	$	1960	$
2.6.5 K.	Engineer, Systems	$	3920	$
2.6.5 L.	Help Desk Specialist (Junior)	$	1960	$
2.6.5 M.	Network Technician (Junior)	$	1960	$
2.6.5 N.	Technical Writer/Editor	$	1960	$
2.6.5 O.	Telecommunications Engineer	$	3920	$
	Base Year 2 Total Price		$	

Base Year 3

Section ID #	CATS+ Labor Categories	Hourly Labor Rate	Total Hours	Total Proposed Price
2.6.5 A.	Engineer, Network (Senior) (KEY POSITION)	$	1960	$
2.6.5 B.	Project Manager (KEY POSITION)	$	1960	$
2.6.5 C.	Telecommunications Engineer (KEY POSITION)	$	1960	$
2.6.5 D.	Application Developer, Advanced Technology	$	1960	$
2.6.5 E.	Architect, Information Technology (Senior)	$	5880	$
2.6.5 F.	Business Process Consultant (Senior)	$	1960	$
2.6.5 G.	Database Management Specialist (Senior)	$	1960	$
2.6.5 H.	Documentation Specialist	$	1960	$
2.6.5 I.	Engineer, Facility Operations	$	1960	$
2.6.5 J.	Engineer, Information Security	$	1960	$
2.6.5 K.	Engineer, Systems	$	3920	$
2.6.5 L.	Help Desk Specialist (Junior)	$	1960	$
2.6.5 M.	Network Technician (Junior)	$	1960	$
2.6.5 N.	Technical Writer/Editor	$	1960	$
2.6.5 O.	Telecommunications Engineer	$	3920	$
	Base Year 3 Total Price		$	

Option Year 1

Section ID #	CATS+ Labor Categories	Hourly Labor Rate	Total Hours	Total Proposed Price
2.6.5 A.	Engineer, Network (Senior) (KEY POSITION)	$	1960	$
2.6.5 B.	Project Manager (KEY POSITION)	$	1960	$
2.6.5 C.	Telecommunications Engineer (KEY POSITION)	$	1960	$
2.6.5 D.	Application Developer, Advanced Technology	$	1960	$
2.6.5 E.	Architect, Information Technology (Senior)	$	5880	$
2.6.5 F.	Business Process Consultant (Senior)	$	1960	$
2.6.5 G.	Database Management Specialist (Senior)	$	1960	$
2.6.5 H.	Documentation Specialist	$	1960	$
2.6.5 I.	Engineer, Facility Operations	$	1960	$
2.6.5 J.	Engineer, Information Security	$	1960	$
2.6.5 K.	Engineer, Systems	$	3920	$
2.6.5 L.	Help Desk Specialist (Junior)	$	1960	$
2.6.5 M.	Network Technician (Junior)	$	1960	$
2.6.5 N.	Technical Writer/Editor	$	1960	$
2.6.5 O.	Telecommunications Engineer	$	3920	$
	Option Year 1 Total Price		$	

Option Year 2

Section ID #	CATS+ Labor Categories	Hourly Labor Rate	Total Hours	Total Proposed Price
2.6.5 A.	Engineer, Network (Senior) (KEY POSITION)	$	1960	$
2.6.5 B.	Project Manager (KEY POSITION)	$	1960	$
2.6.5 C.	Telecommunications Engineer (KEY POSITION)	$	1960	$
2.6.5 D.	Application Developer, Advanced Technology	$	1960	$
2.6.5 E.	Architect, Information Technology (Senior)	$	5880	$
2.6.5 F.	Business Process Consultant (Senior)	$	1960	$
2.6.5 G.	Database Management Specialist (Senior)	$	1960	$
2.6.5 H.	Documentation Specialist	$	1960	$
2.6.5 I.	Engineer, Facility Operations	$	1960	$
2.6.5 J.	Engineer, Information Security	$	1960	$
2.6.5 K.	Engineer, Systems	$	3920	$
2.6.5 L.	Help Desk Specialist (Junior)	$	1960	$
2.6.5 M.	Network Technician (Junior)	$	1960	$
2.6.5 N.	Technical Writer/Editor	$	1960	$
2.6.5 O.	Telecommunications Engineer	$	3920	$

	Option Year 2 Total Price	$
	TOTAL EVALUATED PRICE	$

Authorized Individual Name

Company Name

Title

Company Tax ID #

Signature

Date

The Hourly Labor Rate is the actual fully-loaded, all-inclusive 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, and shall include all direct and indirect costs and profit for the Master Contractor to perform under the TO Agreement. Time for travel will not be reimbursed.

ATTACHMENT 1 B WORK ORDER PRICING

FOR CATS+ TORFP # N00B3400402

As described in Section 2.12, DHR may issue Work Orders for T&M Services. To address these needs, the Master Contractor shall complete the T&M Labor Rate Sheet below. The T&M Labor Rate Sheet shall include fixed, fully-loaded rates per labor category, as specified by DHR, for each TO Agreement Period.

This information is only used as a means to obtain an estimated price/cost of work requested under a Work Order. This Rate Sheet shall also govern the cost for any work that requires a TO Agreement modification for additional development, enhancement, or major modifications that exceed the scope of the TO Agreement or available TO Agreement hours. Although DHR expects discounts on the rates proposed, the Master Contractor shall propose the maximum rate per labor category.

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.

Base Year 1: **Section ID #**	**CATS+ Labor Categories**	**Hourly Labor Rate**
2.6.5 P	Administrator, Systems	$
2.6.5 Q	Analyst, Computer Software/Integration (Senior)	$
2.6.5 R	Analyst, Computer Systems (Senior)	$
2.6.5 S	Analyst, Systems (Senior)	$
2.6.5 T	Applications Development Expert	$
2.6.5 U	Applications Programmer	$
2.6.5 V	Architect, Application (Senior)	$
2.6.5 W	Auditor, IT (Senior)	$
2.6.5 X	Computer Operations Center Specialist	$
2.6.5 Y	Computer Programmer (Senior)	$
2.6.5 Z	Computer Specialist	$
2.6.5 AA	Computer Specialist (Senior)	$
2.6.5 BB	Database Management Specialist (Junior)	$
2.6.5 CC	Engineer, Network Security	$
2.6.5 DD	Engineer, Systems Design	$
2.6.5 EE	Internet/Intranet Site Developer (Junior)	$
2.6.5 FF	Internet/Intranet Site Developer (Senior)	$
2.6.5 GG	Network Administrator	$

2.6.5 HH	Network Technician (Senior)	$
2.6.5 II	Program Manager	$
2.6.5 JJ	Quality Assurance Specialist	$
2.6.5 KK	Security, Data Specialist	$
2.6.5LL	Subject Matter Expert	$
2.6.5 MM	Systems Analyst, Wireless	$
2.6.5 NN	System Security Specialist	$
2.6.5 OO	Telecommunications Engineer (Senior)	$
2.6.5 PP	Training Specialist/Instructor	$

Base Year 2:

Section ID #	**CATS+ Labor Categories**	**Hourly Labor Rate**
2.6.5 P	Administrator, Systems	$
2.6.5 Q	Analyst, Computer Software/Integration (Senior)	$
2.6.5 R	Analyst, Computer Systems (Senior)	$
2.6.5 S	Analyst, Systems (Senior)	$
2.6.5 T	Applications Development Expert	$
2.6.5 U	Applications Programmer	$
2.6.5 V	Architect, Application (Senior)	$
2.6.5 W	Auditor, IT (Senior)	$
2.6.5 X	Computer Operations Center Specialist	$
2.6.5 Y	Computer Programmer (Senior)	$
2.6.5 Z	Computer Specialist	$
2.6.5 AA	Computer Specialist (Senior)	$
2.6.5 BB	Database Management Specialist (Junior)	$
2.6.5 CC	Engineer, Network Security	$
2.6.5 DD	Engineer, Systems Design	$
2.6.5 EE	Internet/Intranet Site Developer (Junior)	$
2.6.5 FF	Internet/Intranet Site Developer (Senior)	$
2.6.5 GG	Network Administrator	$
2.6.5 HH	Network Technician (Senior)	$
2.6.5 II	Program Manager	$
2.6.5 JJ	Quality Assurance Specialist	$

2.6.5 KK	Security, Data Specialist	$
2.6.5 LL	Subject Matter Expert	$
2.6.5 MM	Systems Analyst, Wireless	$
2.6.5 NN	System Security Specialist	$
2.6.5 OO	Telecommunications Engineer (Senior)	$
2.6.5 PP	Training Specialist/Instructor	$

Base Year 3:

Section ID #	**CATS+ Labor Categories**	**Hourly Labor Rate**
2.6.5 P	Administrator, Systems	$
2.6.5 Q	Analyst, Computer Software/Integration (Senior)	$
2.6.5 R	Analyst, Computer Systems (Senior)	$
2.6.5 S	Analyst, Systems (Senior)	$
2.6.5 T	Applications Development Expert	$
2.6.5 U	Applications Programmer	$
2.6.5 V	Architect, Application (Senior)	$
2.6.5 W	Auditor, IT (Senior)	$
2.6.5 X	Computer Operations Center Specialist	$
2.6.5 Y	Computer Programmer (Senior)	$
2.6.5 Z	Computer Specialist	$
2.6.5 AA	Computer Specialist (Senior)	$
2.6.5 BB	Database Management Specialist (Junior)	$
2.6.5 CC	Engineer, Network Security	$
2.6.5 DD	Engineer, Systems Design	$
2.6.5 EE	Internet/Intranet Site Developer (Junior)	$
2.6.5 FF	Internet/Intranet Site Developer (Senior)	$
2.6.5 GG	Network Administrator	$
2.6.5 HH	Network Technician (Senior)	$
2.6.5 II	Program Manager	$
2.6.5 JJ	Quality Assurance Specialist	$
2.6.5 KK	Security, Data Specialist	$
2.6.5 LL	Subject Matter Expert	$
2.6.5 MM	Systems Analyst, Wireless	$

2.6.5 NN	System Security Specialist	$
2.6.5 OO	Telecommunications Engineer (Senior)	$
2.6.5 PP	Training Specialist/Instructor	$

Option Year 1:

Section ID #	**CATS+ Labor Categories**	**Hourly Labor Rate**
2.6.5 P	Administrator, Systems	$
2.6.5 Q	Analyst, Computer Software/Integration (Senior)	$
2.6.5 R	Analyst, Computer Systems (Senior)	$
2.6.5 S	Analyst, Systems (Senior)	$
2.6.5 T	Applications Development Expert	$
2.6.5 U	Applications Programmer	$
2.6.5 V	Architect, Application (Senior)	$
2.6.5 W	Auditor, IT (Senior)	$
2.6.5 X	Computer Operations Center Specialist	$
2.6.5 Y	Computer Programmer (Senior)	$
2.6.5 Z	Computer Specialist	$
2.6.5 AA	Computer Specialist (Senior)	$
2.6.5 BB	Database Management Specialist (Junior)	$
2.6.5 CC	Engineer, Network Security	$
2.6.5 DD	Engineer, Systems Design	$
2.6.5 EE	Internet/Intranet Site Developer (Junior)	$
2.6.5 FF	Internet/Intranet Site Developer (Senior)	$
2.6.5 GG	Network Administrator	$
2.6.5 HH	Network Technician (Senior)	$
2.6.5 II	Program Manager	$
2.6.5 JJ	Quality Assurance Specialist	$
2.6.5 KK	Security, Data Specialist	$
2.6.5 LL	Subject Matter Expert	$
2.6.5 MM	Systems Analyst, Wireless	$
2.6.5 NN	System Security Specialist	$
2.6.5 OO	Telecommunications Engineer (Senior)	$
2.6.5 PP	Training Specialist/Instructor	$

Option Year 2:

Section ID #	CATS+ Labor Categories	Hourly Labor Rate
2.6.5 P	Administrator, Systems	$
2.6.5 Q	Analyst, Computer Software/Integration (Senior)	$
2.6.5 R	Analyst, Computer Systems (Senior)	$
2.6.5 S	Analyst, Systems (Senior)	$
2.6.5 T	Applications Development Expert	$
2.6.5 U	Applications Programmer	$
2.6.5 V	Architect, Application (Senior)	$
2.6.5 W	Auditor, IT (Senior)	$
2.6.5 X	Computer Operations Center Specialist	$
2.6.5 Y	Computer Programmer (Senior)	$
2.6.5 Z	Computer Specialist	$
2.6.5 AA	Computer Specialist (Senior)	$
2.6.5 BB	Database Management Specialist (Junior)	$
2.6.5 CC	Engineer, Network Security	$
2.6.5 DD	Engineer, Systems Design	$
2.6.5 EE	Internet/Intranet Site Developer (Junior)	$
2.6.5 FF	Internet/Intranet Site Developer (Senior)	$
2.6.5 GG	Network Administrator	$
2.6.5 HH	Network Technician (Senior)	$
2.6.5 II	Program Manager	$
2.6.5 JJ	Quality Assurance Specialist	$
2.6.5 KK	Security, Data Specialist	$
2.6.5 LL	Subject Matter Expert	$
2.6.5 MM	Systems Analyst, Wireless	$
2.6.5 NN	System Security Specialist	$
2.6.5 OO	Telecommunications Engineer (Senior)	$
2.6.5 PP	Training Specialist/Instructor	$

Authorized Individual Name	Company Name
Title	Company Tax ID #
Signature	Date

The Hourly Labor Rate is the actual fully-loaded, all-inclusive 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, and shall include all direct and indirect costs and profit for the Master Contractor to perform under the TO Agreement. Time for travel will not be reimbursed.

ATTACHMENT 2 MINORITY BUSINESS ENTERPRISE FORMS

TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING REQUIREMENTS
CATS+ TORFP # N00B3400402

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

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

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

This document and document D-2 **MUST BE** included with the bid or offer. If the Bidder or Master Contractor fails to complete and submit this form with the bid or offer as required, the procurement officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

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

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

____ Percent African American ____ percent Asian American

____ Percent Hispanic American ____ percent Woman-Owned

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

OR

☐ I conclude that I am unable to achieve the MBE participation goal and/or sub goals. I hereby request a waiver, in whole or in part, of the overall goal and/or sub goals. Within 10 business days of receiving notice that our firm is the apparent awardee, I will submit all required waiver documentation in accordance with COMAR 21.11.03.11.

2. I understand that if I am notified that I am the apparent awardee of a TORFP, I must submit the following additional documentation as directed in the TORFP.

- Outreach Efforts Compliance Statement (D-3)
- Subcontractor Project Participation Certification (D-4)
- Any other documentation, including D-7 waiver documentation, if applicable, required by the Procurement Officer to ascertain bidder or Master Contractor responsibility in connection with the certified MBE participation goal.

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

3. In the solicitation of subcontractor quotations or offers, MBE subcontractors were provided not less than the same information and amount of time to respond as were non-MBE subcontractors.

4. Set forth below are the (i) certified MBEs I intend to use and (ii) the percentage of the total TO Agreement amount allocated to each MBE for this project and the items of work each MBE will provide under the TO Agreement. I hereby affirm that the MBE firms are only providing those items of work for which they are MDOT certified.

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

___________________________________ _____________________________________

Bidder/Master Contractor Name Signature of Affiant

(Please print or type)

Name: _________________________________

Title: _________________________________

Date: _________________________________

ATTACHMENT 2 D-2 MBE PARTICIPATION SCHEDULE

Prime Contractor: (Firm Name, Address, Phone)	Project Description:
Project Number: OTHS/OTHS-14-025	

List Information For Each Certified MBE Subcontractor On This Project

Minority Firm Name MBE Certification Number

FEIN

Identify the Applicable Certification Category (For Dually Certified Firms, Check Only One Category)

☐ African American ☐ Asian American ☐ Hispanic American ☐ Woman-Owned ☐ Other

Percentage of Total TO Agreement Value to be provided by this MBE _____%

Description of Work to Be Performed:

Minority Firm Name MBE Certification Number

FEIN

Identify the Applicable Certification Category (For Dually Certified Firms, Check Only One Category)

☐ African American ☐ Asian American ☐ Hispanic American ☐ Woman-Owned ☐ Other

Percentage of Total TO Agreement Value to be provided by this MBE _____%

Description of Work to Be Performed:

Minority Firm Name MBE Certification Number

FEIN

Identify the Applicable Certification Category (For Dually Certified Firms, Check Only One Category)

☐ African American ☐ Asian American ☐ Hispanic American ☐ Woman-Owned ☐ Other

Percentage of Total TO Agreement Value to be provided by this MBE _____%

Description of Work to Be Performed:

Minority Firm Name MBE Certification Number

FEIN

Identify the Applicable Certification Category (For Dually Certified Firms, Check Only One Category)

☐ African American ☐ Asian American ☐ Hispanic American ☐ Woman-Owned ☐ Other

Percentage of Total TO Agreement Value to be provided by this MBE _____%

Description of Work to Be Performed:

Continue on a separate page, if needed.

Summary

Total African-American MBE Participation: ______%

Total Asian American MBE Participation: ______%

Total Hispanic American MBE Participation: ______%

Total Woman-Owned MBE Participation: ______%

Total Other Participation: ______%

Total All MBE Participation: ______%

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

________________________________ ________________________________

Bidder/Master Contractor Name Signature of Affiant

(Please print or type)

Name: ______________________________

Title: ______________________________

Date: ______________________________

SUBMIT AS INSTRUCTED IN TORFP

ATTACHMENT 2 D-3 MBE OUTREACH EFFORTS COMPLIANCE STATEMENT

Complete and submit this form within 10 working days of notification of apparent award or actual award, whichever is earlier.

In conjunction with the bid or offer submitted in response to Solicitation No. OTHS/OTHS-15-026-S, Bidder/Master Contractor states the following:

1. Bidder/Master Contractor identified opportunities to subcontract in these specific work categories.
2. Attached to this form are copies of written solicitations (with bidding instructions) used to solicit MDOT certified MBEs for these subcontracting opportunities.
3. Bidder/Master Contractor made the following attempts to contact personally the solicited MDOT certified MBEs.
4. Select ONE of the following:

   ☐ This project does not involve bonding requirements.

   OR

   ☐ Bidder/Master Contractor assisted MDOT certified MBEs to fulfill or seek waiver of bonding requirements (describe efforts).
5. Select ONE of the following:

   ☐ Bidder/Master Contractor did/did not attend the pre-bid/proposal conference.

   OR

   ☐ No pre-bid/proposal conference was held.

_________________________________ By:____________________________________

Bidder/Master Contractor Printed Name Signature

Address: ____________________________________

____

ATTACHMENT 2 D-4 MBE SUBCONTRACTOR PROJECT PARTICIPATION CERTIFICATION

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

__________________________ (prime Contractor) has entered into a TO Agreement with __________________________ (subcontractor) to provide services in connection with the Solicitation described below.

Prime Contractor Address and Phone	Project Description
Project Number: OTHS/OTHS-14-025	Total TO Agreement Amount $
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Percentage of Total TO Agreement	

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

(1) fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority business enterprise in its bid or proposal;

(2) fail to notify the certified minority business enterprise before execution of the TO Agreement of its inclusion of the bid or proposal;

(3) fail to use the certified minority business enterprise in the performance of the TO Agreement; or

(4) pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

Prime Contractor Signature	**Subcontractor Signature**
By: ________________________________	By: ________________________________
Name, Title	Name, Title
Date	Date

This form must be completed monthly by the prime Contractor.

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

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

Report #: ________ Reporting Period (Month/Year): ______________ **Report is due to the MBE Officer by the 10th of the month following the month the services were provided.** **Note: Please number reports in sequence**	TO Agreement #: ______________________________ Contracting Unit: __________________________ TO Agreement Amount: ________________________ MBE Subcontractor Amt: ____________________ Project Begin Date: ________________________ Project End Date: _________________________ Services Provided: _________________________

Prime Contractor:		Contact Person:	
Address:			
City:		State:	ZIP:
Phone:	FAX: Email:		
Subcontractor Name:		Contact Person:	
Phone:	FAX:		
Subcontractor Services Provided:			

List all payments made to MBE subcontractor named above during this reporting period: Invoice# Amount 1. 2. 3. 4. Total Dollars Paid: $______________________________	List dates and amounts of any outstanding invoices: Invoice # Amount 1. 2. 3. 4. Total Dollars Unpaid: $____________________________

****If more than one MBE subcontractor is used for this TO Agreement, you must use separate D-5 forms.**
****Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred):**

(TO MANAGER OF APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)	(AGENCY MBE LIASION OR APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)

This form must be completed by MBE subcontractor

ATTACHMENT 2 D-6 SUBCONTRACTOR PAID/UNPAID MBE INVOICE REPORT

Minority Business Enterprise Participation

Report#: ____ Reporting Period (Month/Year): ________________ **Report is due by the 10th of the month following the month the services were performed.**	TO Agreement # Contracting Unit: MBE Subcontractor Amount: Project Begin Date: Project End Date: Services Provided:

MBE Subcontractor Name:		
MDOT Certification #:		
Contact Person:	Email:	
Address:		
City:	State:	ZIP:
Phone:	FAX:	
Subcontractor Services Provided:		

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

Signature:____ Date:______________________
(Required)

ATTACHMENT 2 D-7 CODE OF MARYLAND REGULATIONS (COMAR)

Title 21, State Procurement Regulations (regarding a waiver to a Minority Business Enterprise subcontracting goal)

COMAR 21.11.03.11 - Waiver.

A. If, for any reason, the apparent successful bidder or offeror is unable to achieve the contract goal for certified MBE participation, the bidder or offeror may request, in writing, a waiver to include the following:

1) A detailed statement of the efforts made to select portions of the work proposed to be performed by certified MBEs in order to increase the likelihood of achieving the stated goal;

2) A detailed statement of the efforts made to contact and negotiate with certified MBEs including:

   a) The names, addresses, dates, and telephone numbers of certified MBEs contacted, and

   b) A description of the information provided to certified MBEs regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed;

3) As to each certified MBE that placed a subcontract quotation or offer that the apparent successful bidder or offeror considers not to be acceptable, a detailed statement of the reasons for this conclusion;

4) A list of minority subcontractors found to be unavailable. This list should be accompanied by an MBE unavailability certification (MBE Attachment D7) signed by the minority business enterprise, or a statement from the apparent successful bidder or offeror that the minority business refused to give the written certification: and

5) The record of the apparent successful bidder or offeror's compliance with the outreach efforts required under Regulation .09B (2) (b).

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

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

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

C. An agency head may waive any of the provisions of Regulations .09-.10 for a sole source, expedited, or emergency procurement in which the public interest cannot reasonably accommodate use of those procedures.

D. When a waiver is granted, except waivers under Section C, one copy of the waiver determination and the reasons for the determination shall be kept by the MBE Liaison Officer with another copy forwarded to the Office of Minority Affairs.

ATTACHEMENT 2 D-7 MBE Minority Contractor Unavailability Certificate (Form)

Section I (to be completed by PRIME CONTRACTOR)

I hereby certify that the firm of ____

(Name of Prime Contractor)

located at ____

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

on ____________ contacted certified minority business enterprise, ___________________________

(Date) (Name of Minority Business) ,

located at ____ ,

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

seeking to obtain a bid for work/service for project number __________________, project name________________________.

List below the type of work/ service requested:

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

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

____

(Name) (Title)

____

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

____

(Signature) (Date)

Note: Certified minority business enterprise must complete Section II

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

I hereby certify that the firm of ____________________________________ MBE Cert #

(Name of MBE Firm)

located at ____

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

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

(Date)

by: ____

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

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

____

(Name) (Title) (Phone)

____

(Signature) (Fax Number)

ATTACHMENT 3 TASK ORDER AGREEMENT

CATS+ TORFP# N00B3400402 OF MASTER CONTRACT #060B2490023

This Task Order Agreement ("TO Agreement") is made this **DD** of **MM**, 20YY by and between ________________________________(TO Contractor) and the STATE OF MARYLAND, Department of Human Resources (DHR).

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
   a) "Agency" means DHR , as identified in the CATS+ TORFP #N00B3400402.
   b) "CATS+ TORFP" means the Task Order Request for Proposals #N00B3400402, dated **MM/DD/YYYY**, including any addenda.
   c) "Master Contract" means the CATS+ Master Contract between the Maryland Department of Information Technology and TO Contractor dated **MM/DD/YYYY**.
   d) "TO Procurement Officer" means Joe Reese. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
   e) "TO Agreement" means this signed TO Agreement between DHR and TO Contractor.
   f) "TO Contractor" means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is ____.
   g) "TO Manager" means TO Manager of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
   h) "TO Technical Proposal" means the TO Contractor's technical response to the CATS+ TORFP dated date of TO Technical Proposal.
   i) "TO Financial Proposal" means the TO Contractor's financial response to the CATS+ TORFP dated date of TO Financial Proposal.

"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 2 of the CATS+ TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:

   a) The TO Agreement;
   b) Exhibit A – CATS+ TORFP;

c) Exhibit B – TO Technical Proposal; and

d) Exhibit C – TO Financial Proposal.

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

3. Time for Performance

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS+ TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of three (3) years, commencing on the date of Notice to Proceed and terminating on May 31, 2018. At the sole option of the State, this TO Agreement may be extended for two (2) additional, one (1) year periods for a total TO Agreement period ending on May 31, 2020.

4. Consideration and Payment

4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS+ TORFP and shall not exceed $____________. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.

4.2 Payments to the TO Contractor shall be made as outlined Section 2 of the CATS+ TORFP, but no later than thirty (30) days after the Agency's receipt of a proper invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.

4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is ______________. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to the Agency TO Manager unless otherwise specified herein.

4.4 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer.

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

TO Contractor Name

_________________________________ _________________________
By: Type or Print TO Contractor POC Date

Witness: _______________________

STATE OF MARYLAND, DHR

_________________________________ _________________________
By: Kenyatta Powers, DHR CIO Date

Witness: _______________________

Approved for form and legal sufficiency this ______ day of _________________ 20___.

____
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 TO Agreement 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, Master Contractor, Contractor, consultant, or subcontractor or sub-consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.

C) The bidder or Master Contractor 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 Master Contractor agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or Master Contractor 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 Master Contractor has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the TO Agreement has been awarded and performance of the TO Agreement 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 solicitation,
   a) Master Contractors shall propose a specific resource to fill every job title listed below. If allowed by the solicitation, one resource may be proposed to fill more than one job title. Failure to propose a resource for each job title identified as part of the TO Proposal will result in the TO Technical Proposal being deemed not susceptible for award.
   b) Master Contractors shall propose the CATS+ Labor Category that best fits each proposed resource. Master Contractors shall comply with all personnel requirements under the Master Contract RFP 060B2490023.
   c) Master Contractors shall propose a maximum of 1 resource per job title listed below.
   d) Failure of any proposed resource to meet minimum requirements as listed in this TORFP and in the CATS+ Master Contract will result in the entire TO Technical Proposal being deemed not susceptible for award.
2) Job Titles:
   a) Architect, Information Technology (Senior);
   b) Engineer, Network (Senior);
   c) Project Manager; and
   d) Telecommunications Engineer.

   For each job title above, the Master Contractor shall complete one Attachment 5 form using the template provided. Alternate worksheets are not allowed.
3) Form Completion
   a) Complete one Personnel Resume Summary (Attachment 5 Form LC1) per proposed person to present each proposed person's resume in a standard format.
   b) Additional information may be attached to each Personnel Resume Summary that may assist a full and complete understanding of the individual being proposed.

FORM LC1 - LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY

CATS+ TORFP # N00B3400402

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

Candidate Name:	
Master Contractor:	<insert Master Contractor name>
Job Title (As listed in TORFP):	<as described in this TORFP>

Education / Training (start with latest 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)]	Description of Work…
[Organization] [Title / Role] [Period of Employment / Work] [Location] [Contact Person]	Description of Work…

Employment History*

List employment history, starting with the most recent employment first. Enter dates as MM/YY – MM/YY. Add lines as needed.

Start and End Dates	Job Title or Position	Organization Name	Reason for Leaving
MM/YY – MM/YY			

FORM LC1 - LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY (CONTINUED)

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

A) Requirements Qualification Traceability Matrix

Complete the matrix (Attachment 5A) for each requirement listed for the position in either the CATS+ Master Contract and/or this TORFP.

The information provided on this form for this resource is true and correct to the best of my knowledge:

Master Contractor Representative:

_______________________________ _________________________________

Print Name Signature

____

Date

Proposed Individual:

____________________________________ ________________

Signature Date

ATTACHMENT 6 PRE-PROPOSAL CONFERENCE DIRECTIONS

DIRECTIONS TO DHRIS
1100 EASTERN BOULEVARD
ESSEX, MD 21221

FROM THE SOUTH

- ☐ Take I-95 North (through the Fort McHenry Tunnel)
- ☐ Stay on I-95 until the intersection of I-95 and 695
- ☐ Take the exit for 695 toward Essex
- ☐ Get into the left lane
- ☐ Take exit 36 (Route 702 toward Essex)
- ☐ Stay on 702 for about 2 miles
- ☐ Take the Route 150 exit, Eastern Boulevard, East, toward Essex
- ☐ On Eastern Boulevard, stay in right lane
- ☐ Make a right at first light into Middlesex Shopping Center
- ☐ Make a left at stop sign, proceed past library
- ☐ Turn left into large parking lot at DHRIS Center

FROM THE NORTH

- ☐ Take I-95 south to intersection of I-95 and 695 (exit from left lane)
- ☐ Take 695 East toward Essex
- ☐ Get into the left lane
- ☐ Take exit 36 (Route 702 toward Essex)
- ☐ Stay on 702 for about 2 miles
- ☐ Take the Route 150 exit, Eastern Boulevard, East, toward Essex
- ☐ On Eastern Boulevard, stay in right lane
- ☐ Make a right at first light into Middlesex Shopping Center
- ☐ Make a left at stop sign, proceed past library
- ☐ Turn left into large parking lot at DHRIS Center

FROM THE WEST

- ☐ Take I-70 East to intersection of I-70 and 695
- ☐ Take 695 toward Towson
- ☐ When you pass Bel Air exit get into left lane
- ☐ Take exit 36 (Route 702 toward Essex)
- ☐ Stay on 702 for about 2 miles
- ☐ Take the Route 150 exit, Eastern Boulevard, East, toward Essex
- ☐ On Eastern Boulevard, stay in right lane
- ☐ Make a right at first light into Middlesex Shopping Center
- ☐ Make a left at stop sign, proceed past library
- ☐ Turn left into large parking lot at DHRIS Center

Free Parking in front of the building.

ATTACHMENT 7 NOTICE TO PROCEED (SAMPLE)

MM/DD/YYYY

TO Contractor Name

TO Contractor Mailing Address

Re: CATS+ TO Project Number (TORFP #): N00B3400402

Dear TO Contractor Contact:

This letter is your official Notice to Proceed as of MM/DD/YYYY for the above-referenced Task Order Agreement. Mr. / Ms. ________________ of _____________ (Agency Name) will serve as the TO Manager and your contact person on this Task Order. He / She can be reached at telephone ______________.

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

Sincerely,

Joe Reese
Task Order Procurement Officer

Enclosures (2)

cc: Tanya Williams

Procurement Liaison Office, Department of Information Technology

Project Oversight Office, Department of Information Technology

ATTACHMENT 8 AGENCY RECEIPT OF DELIVERABLE FORM

I acknowledge receipt of the following:

TORFP Title: TOSS

TO Project Number (TORFP #): N00B3400402

Title of Deliverable: ____

TORFP Reference Section # ______________________

Deliverable Reference ID # ________________________

Name of TO Manager: Tanya Williams

__________________________________ __________________________________

TO Manager Signature Date Signed

Name of TO Contractor's Project Manager: __________________________________

Print

__________________________________ __________________________________

TO Contractor's Project Manager Signature Date Signed

ATTACHMENT 9 AGENCY DELIVERABLE PRODUCT ACCEPTANCE FORM

Agency Name: DHR

TORFP Title: TOSS

TO Manager: Tanya Williams

To:

The following deliverable, as required by TO Project Number (TORFP #): #N00B3400402 has been received and reviewed in accordance with the TORFP.

Title of deliverable: ____

TORFP TO Agreement Reference Number: Section # __________

Deliverable Reference ID # _________________________

This deliverable:

- ☐ Is accepted as delivered.
- ☐ Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

__________________________________ __________________________________

TO Manager Signature Date Signed

ATTACHMENT 10 NON-DISCLOSURE AGREEMENT (MASTER CONTRACTOR)

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 # **N00B3400402** for TOSS. 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, TO Requesting Agency on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR'S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than $20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.
8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

OFFEROR:___________________________ BY: _______________________________

NAME: ______________________________ TITLE: ________________________________

ADDRESS:____

ATTACHMENT 11 NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is made as of this DD day of MM, 20YY, by and between the State of Maryland ("the State"), acting by and through its Department of Human Resources (the "Department"), and ________TBD____________ ("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 TOSS TORFP No. N00B3400402 dated _______TBD_______, (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:

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

        1.3.1 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;

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

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

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

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

TO Contractor/TO Contractor's Personnel:	**The Department:**
Name:___________________________	Name: ______________________________
Title:____________________________	Title:________________________________
Date: ____________________________	Date: _______________________________

EXHIBIT A – FOR THE NONDISCLOSURE AGREEMENT (TO CONTRACTOR)

TO CONTRACTOR'S EMPLOYEES AND AGENTS WHO WILL BE GIVEN ACCESS TO THE CONFIDENTIAL INFORMATION

Printed Name and Address of Employee or Agent	Signature	Date
______________________	______________________	__________
______________________	______________________	__________
______________________	______________________	__________
______________________	______________________	__________
______________________	______________________	__________

ATTACHMENT 12 TO CONTRACTOR SELF-REPORTING CHECKLIST

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

Master Contractor:	
Master Contractor Contact / Phone:	
Procuring State Agency Name:	
TO Title:	
TO Number:	
TO Type (Fixed Price, T&M, or Both):	
Checklist Issue Date:	
Checklist Due Date:	
Section 1 – Task Orders with Invoices Linked to Deliverables	
A) Was the original TORFP (Task Order Request for Proposals) structured to link invoice payments to distinct deliverables with specific acceptance criteria? Yes ☐ No ☐ (If no, skip to Section 2.)	
B) Do TO invoices match corresponding deliverable prices shown in the accepted Financial Proposal? Yes ☐ No ☐ (If no, explain why)	
C) Is the deliverable acceptance process being adhered to as defined in the TORFP? Yes ☐ No ☐ (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 ☐ No ☐ (If no, explain why)	
B) Are labor rates the same or less than the rates proposed in the accepted Financial Proposal? Yes ☐ No ☐ (If no, explain why)	
C) Is the Master Contractor providing timesheets or other appropriate documentation to support invoices? Yes ☐ No ☐ (If no, explain why)	
Section 3 – Substitution of Personnel	
A) Has there been any substitution of personnel? Yes ☐ No ☐ (If no, skip to Section 4.)	

B) Did the Master Contractor request each personnel substitution in writing? Yes ☐ No ☐ (If no, explain why)
C) Does each accepted substitution possess equivalent or better education, experience and qualifications than incumbent personnel? Yes ☐ No ☐ (If no, explain why)
Was the substitute approved by the agency in writing? Yes ☐ No ☐ (If no, explain why)
Section 4 – MBE Participation
A) What is the MBE goal as a percentage of the TO value? % (If there is no MBE goal, skip to Section 5)
B) Are MBE reports D-5 and D-6 submitted monthly? Yes ☐ No ☐ (If no, explain why)
C) What is the actual MBE percentage to date? (divide the dollar amount paid to date to the MBE by the total amount paid to date on the TO) % (Example - $3,000 was paid to date to the MBE subcontractor; $10,000 was paid to date on the TO; the MBE percentage is 30% (3,000 ÷ 10,000 = 0.30))
Is this consistent with the planned MBE percentage at this stage of the project? Yes ☐ No ☐ (If no, explain why)
Has the Master Contractor expressed difficulty with meeting the MBE goal? Yes ☐ No ☐ (If yes, explain the circumstances and any planned corrective actions)
Section 5 – TO Change Management
A) Is there a written change management procedure applicable to this TO? Yes ☐ No ☐ (If no, explain why)
B) Does the change management procedure include the following? Yes ☐ No ☐ Sections for change description, justification, and sign-off Yes ☐ No ☐ Sections for impact on cost, scope, schedule, risk and quality (i.e., the impact of change on satisfying TO requirements) Yes ☐ No ☐ A formal group charged with reviewing / approving / declining changes (e.g., change control board, steering committee, or management team)
C) Have any change orders been executed? Yes ☐ No ☐ (If yes, explain expected or actual impact on TO cost, scope, schedule, risk and quality)
D) Is the change management procedure being followed? Yes ☐ No ☐ (If no, explain why)

SUBMIT AS INSTRUCTED IN TORFP.

ATTACHMENT 13 LIVING WAGE AFFIDAVIT OF AGREEMENT

TO Agreement No. ____
Name of Master Contractor ____
Address____
City_________________________________ State________ Zip Code_______________

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

__ Bidder/Master Contractor is a nonprofit organization

__ Bidder/Master Contractor is a public service company

__ Bidder/Master Contractor employs 10 or fewer employees and the proposed TO Agreement value is less than $500,000

__ Bidder/Master Contractor employs more than 10 employees and the proposed TO Agreement value is less than $100,000

If the TO Agreement is a Living Wage TO Agreement

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 TO Agreement. The Bidder/Master Contractor 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 TO Agreement 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 TO Agreement for services. The Contractor agrees to comply with, and ensure its Subcontractors comply with, the rate requirements during the initial term of the TO Agreement 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/Master Contractor affirms it has no covered employees for the following reasons (check all that apply):

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

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

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

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

Name of Authorized Representative: ____

Signature of Authorized Representative ____

Date: _____________ Title: ____

Witness Name (Typed or Printed): ____

Witness Signature and Date: ____

ATTACHMENT 14 MERCURY AFFIDAVIT

THIS ATTACHMENT IS NOT APPLICABLE TO THIS TORFP

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

- V-1A Offeror Acknowledgement of Task Order VSBE Requirements
- V-1 (Parts 1 and 2) Veteran-Owned Small Business Enterprise Utilization Affidavit and VSBE Participation Schedule (Attachment KV-1) (must be submitted with bid or offer)
- V-2 VSBE Subcontractor Project Participation Statement (Attachment KV-2) (must be submitted within 10 working days of notification of apparent award or actual award, whichever is earlier)
- V-3 VSBE Prime Contractor Unpaid Invoice Report (Submitted monthly)
- V-4 VSBE Subcontractor Unpaid Invoice Report (Submitted monthly)

TO CONTRACTOR VETERAN SMALL BUSINESS ENTERPRISE REPORTING REQUIREMENTS

These instructions provide guidance on the VSBE reporting requirements. If, after reading these instructions, you have additional questions or need further clarification, please contact the TO Manager immediately.

1) As the TO Contractor, you have entered into a TO Agreement with the State of Maryland. As such, your company/firm is responsible for successful completion of all deliverables under the contract, including your commitment to making a good faith effort to meet the VSBE participation goal established for this TORFP. Part of that effort, as outlined in the TORFP, includes submission of monthly reports to the State regarding the previous month's VSBE payment activity. Reporting forms V-3 (VSBE TO Contractor Unpaid Invoice Report) and V-4 (VSBE Subcontractor Unpaid Invoice Report) are attached for your use and convenience.
2) The TO Contractor must complete a separate Form V-3 for each VSBE subcontractor for each month of the contract and submit one copy to each of the locations indicated at the bottom of the form. The report is due no later than the 15th of the month following the month that is being reported. For example, the report for January's activity is due no later than the 15th of February. With the approval of the TO Manager, the report may be submitted electronically. Note: Reports are required to be submitted each month, regardless of whether there was any VSBE payment activity for the reporting month.
3) The TO Contractor is responsible for ensuring that each subcontractor receives a copy (e-copy of and/or hard copy) of Form V-4. The TO Contractor should make sure that the subcontractor receives all the information necessary to complete the form properly, i.e., all of the information located in the upper right corner of the form. It may be wise to customize Form V-4 (upper right corner of the form) for the subcontractor the same as the Form V-4 was customized by the Contract Manager for the benefit of the TO Contractor. This will help to minimize any confusion for those who receive and review the reports.

4) It is the responsibility of the TO Contractor to make sure that all subcontractors submit reports no later than the 15th of each month, regardless of whether there was any VSBE payment activity for the reporting month. Actual payment data is verified and entered into the State's financial management tracking system from the subcontractor's V-4 report only. Therefore, if the subcontractor(s) do not submit their V-4 payment reports, the TO Contractor cannot and will not be given credit for subcontractor payments, regardless of the TO Contractor's proper submission of Form V-4. The TO Manager will contact the TO Contractor if reports are not received each month from either the prime contractor or any of the identified subcontractors. The TO Contractor must promptly notify the TO Manager if, during the course of the TO, a new VSBE subcontractor is utilized.

ATTACHMENT 15-V-1A

Master Contractor Acknowledgement of Task Order VSBE Requirements

This document shall be included with the submittal of the Offeror's response to the RFP. If Offeror fails to complete and submit this form with its response to the TORFP, the Procurement Officer shall determine that the Offeror's response to the TORFP is not reasonably susceptible of being selected for award.

In conjunction with the offer submitted in response to Solicitation No. N00B3400402, I affirm the following:

1. If I am awarded a TO Contract in response to this TORFP, I commit to making a good faith effort to achieve the VSBE goal established for this TORFP .

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

____
Offeror Name

____

____
Address

____
Date

____
Signature of Affiant

____
Printed Name, Title

ATTACHMENT 15-V-1 VETERAN-OWNED SMALL BUSINESS ENTERPRISE UTILIZATION AFFIDAVIT AND PARTICIPATION SCHEDULE

This document **MUST BE** included with the offer. If Offeror fails to complete and submit this form (Parts 1 and 2) with the offer, the procurement officer may determine that the offer is non-responsive or that the proposal is not reasonably susceptible of being selected for award.

Part 1 - Affidavit

In conjunction with the bid or proposal submitted in response to Solicitation No. N00B3400402 ________, I affirm the following:

1. ☐ I acknowledge and intend to meet the overall verified VSBE participation goal of _____%. Therefore, I will not be seeking a waiver.

OR

☐ I conclude that I am unable to achieve the VSBE participation goal. I hereby request a waiver, in whole or in part, of the overall goal. Within 10 business days of receiving notice that our firm is the apparent awardee, I will submit all required waiver documentation in accordance with COMAR 21.11.13.07.

2. I understand that if I am notified that I am the apparent awardee, I must submit the following additional documentation within 10 working days of receiving notice of the apparent award or from the date of conditional award (per COMAR 21.11.13.06), whichever is earlier.

(a) Subcontractor Project Participation Statement

(b) Any other documentation, including waiver documentation, if applicable, required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the VSBE participation goal.

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

3. In the solicitation of subcontract quotations or offers, VSBE subcontractors were provided not less than the same information and amount of time to respond as were non-VSBE subcontractors.

4. Set forth below are the (i) verified VSBEs I intend to use and (ii) the percentage of the total contract amount allocated to each VSBE for this project. I hereby affirm that the VSBE firms are only providing those products and services for which they are verified.

ATTACHMENT 15-V-1 VETERAN-OWNED SMALL BUSINESS ENTERPRISE UTILIZATION AFFIDAVIT AND PARTICIPATION SCHEDULE (CONT'D)

Part 2 - VSBE Participation Schedule

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

List information for each verified VSBE subcontractor on this project

Name of Veteran-Owned Firm	DUNS Number
Percentage of Total Contract: % Description of work to be performed:	
Name of Veteran-Owned Firm	DUNS Number
Percentage of Total Contract: % Description of work to be performed:	
Name of Veteran-Owned Firm	DUNS Number
Percentage of Total Contract: % Description of work to be performed:	
Name of Veteran-Owned Firm	DUNS Number
Percentage of Total Contract: % Description of work to be performed:	

Continue on a separate page, if needed

Total VSBE Participation **_______%**

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

Bidder/ Offeror Name
(PLEASE PRINT OR TYPE)

Signature of Affiant

Name:________________________________

Title:________________________________

Date:________________________________

SUBMIT AS INSTRUCTED IN TORFP.

ATTACHMENT 15-V-2 VSBE SUBCONTRACTOR PROJECT PARTICIPATION STATEMENT

Please complete and submit one form for each verified VSBE listed on Attachment KV-2 within 10 working days of notification of apparent award.

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

Prime Contractor Address and Phone	Project Description
Project Number	Total Contract Amount
Name of Veteran-Owned Firm	
Work to be Performed	
Percentage of Total Contract	

The undersigned Prime Contractor and Subcontractor hereby certify and agree that they have fully complied with the State Veteran-Owned Small Business Enterprise law, State Finance and Procurement Article, Title 14, Subtitle 6, Annotated Code of Maryland.

PRIME CONTRACTOR SIGNATURE	**SUBCONTRACTOR SIGNATURE**
By: _________________________________	By: _________________________________
Name, Title	Name, Title
___________________________________	___________________________________
Date	Date

ATTACHMENT 15-V-3 VSBE PRIME CONTRACTOR UNPAID INVOICE REPORT

In accordance with COMAR 21.11.13.09 and Section 1.13 of the TORFP, TO Contractors of Task Orders with VSBE requirements are required to monthly submit to the Contract Manager a report of all unpaid invoices received from VSBE Subcontractors that are older than 45 days. Submit one report for each VSBE contractor working on the Task Order.

Date: ____________________

Task Order Title: ____________________ Task Order Number: ____________________

Master Contractor Name: ____________________ Subcontractor Name: ____________________

Invoice Number	Invoice Date	Invoice Amount	Reason for Non-Payment

Master Contractor Signature ______________________________________

Date ________________

ATTACHMENT 15-V -4 VSBE SUBCONTRACTOR UNPAID INVOICE REPORT

In accordance with COMAR 21.11.13.09 and Section 1.13 of the RFP, Subcontractors of Task Orders with VSBE requirements are required to monthly submit to the Contract Manager a report of all payments received from the prime contractor within 30 days as well as all outstanding invoices.

Date: ____________________

Task Order Title: ________________________ Task Order Number: ____________________

Subcontractor Name: ________________________ Prime Contractor Name: ____________________

Payments:

Invoice Number	Payment Date	Payment Amount	Comments

Outstanding Invoices:

Invoice Number	Invoice Date	Invoice Amount	Comments

Subcontractor Signature ________________________________

Date ____________

ATTACHMENT 16 - CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

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

The Investment Activities in Iran list is located at: www.bpw.state.md.us
Rule: A company listed on the Investment Activities In Iran list is ineligible to bid on, submit a proposal for, or renew a TO Agreement 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 TO Agreements and to TO Agreement renewals. The law does not require an Agency to terminate an existing TO Agreement with a listed company.

CERTIFICATION REGARDING INVESTMENTS IN IRAN
The undersigned certifies that, in accordance with State Finance & Procurement Article, §17-705:

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

(ii) it is not engaging in investment activities in Iran as described in State Finance & Procurement Article, §17-702.

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

Name of Authorized Representative: ____

Signature of Authorized Representative: ____

Date: _____________ Title: ____

Witness Name (Typed or Printed): ____

Witness Signature and Date: ____

ATTACHMENT 17 - SAMPLE WORK ORDER

WORK ORDER	Work Order #	TO Agreement #

This Work Order is issued under the provisions of a TO Agreement. The services authorized are within the scope of services set forth in the *Purpose* of the work order.

Purpose

Statement of Work

Requirements:

Deliverable(s), Acceptance Criteria and Due Date(s):

Deliverables are subject to review and approval by DHR prior to payment.

(Attach additional sheets if necessary)

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.		DHR shall pay an amount not to exceed			**$**

Contractor		Agency Approval	
(Signature) Contractor Authorized Representative (Date)		(Signature) TO Manager (Date)	
POC	(Print Name)	TO Manager	(Print Name)
Telephone No.		Telephone No.	
Email:		Email:	

ATTACHMENT 18 PERFORMANCE EVALUATION FORM

TORFP Title: TOSS | TORFP # N00B3400402

Name of Contractor being evaluated: <insert name>

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

Evaluation Month & Year:
Role (TORFP Section 2.6.10.2):
Labor Category:

TO Contractor Name:
TO Contractor Contact:
MSDE TO Manager:

TO Requesting Agency: TO Requesting Agency

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 TO Contractor Date

Signature of TO Manager Date

ATTACHMENT 19 CRIMINAL BACKGROUND CHECK AFFIDAVIT

AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

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

I hereby affirm that ____(Candidate)________ has successfully passed all of the background checks required under Section 2.4.3.2 of the CATS + Master Contract and Section 2.6.9 of this TORFP.

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

____
Master Contractor

____
Typed Name

____
Signature

____
Date

SUBMIT PRIOR TO RESOURCE STARTING WORK UNDER THIS TO AGREEMENT

ATTACHMENT 20 DHR DRESS CODE GUIDELINES

Dress codes and dress guidelines are provided to assist each employee and supervisor in contributing to our professional work environment. Typically, DHR's dress code will be business professional. However, at the Secretary's discretion, allowances may be made to relax business professional standards and offer the opportunity for staff to dress to business casual guidelines. Employees in labor-intensive settings should wear clothing appropriate to the activities required. Examples include, but are not limited to, supply and delivery, maintenance, mailroom, print shop, and stockroom employees. If you have any questions about what is acceptable, please talk with your supervisor.

The key to dressing successfully in the workplace, regardless of whether standards are professional or business casual is exercising good judgment and being neat and professional in appearance with regard to clothing, hair, and accessories.

Keep in mind the following when determining whether your dress is appropriate for the workplace:

- Aim for an understated look. When selecting your attire, select clothing that is comfortable yet communicates professionalism. Extreme styles of any nature will not be permitted.
- Hairstyles and facial hair should be neat. Maintain a well-groomed appearance appropriate for the work environment.
- Business casual does not mean sloppy. Clothing should be clean and wrinkle-free without holes or frayed areas.
- Pay attention to the fit of your clothing. Avoid clothing that is too loose, revealing or tight-fitting. Select clothing with modest necklines and hemlines. Trendy clothing may not be suitable for the workplace.
- Shoes matter. In addition to the specific recommendations below, leather or leather-like shoes are preferable, and look best when polished and in good repair.
- Jewelry should be conservative. Avoid trendy styles.
- Take your day's schedule into account when you are dressing. If you have a meeting scheduled with visitors/clients, you should always consider dressing more traditionally in business professional attire.

During inclement weather, employees are permitted to relax standards in a way that is appropriate to the extreme weather conditions. However, a professional appearance is still expected.
Specific examples of acceptable and unacceptable items are listed in the chart on the following page. Please review them and direct any questions to your supervisor or human resources representative.

Please be advised that if you wear attire to the office that is not acceptable, you will be counseled and asked to use leave in order to change into more appropriate attire. Supervisors and managers will be responsible and accountable for handling such occurrences. However, common sense and good judgment should make the enforcement of these guidelines a rare occurrence.

The following chart details examples of acceptable and unacceptable attire. This list is not intended to be all-inclusive. Please use your best professional judgment and if you are unsure, ask for clarification prior to wearing the item in question to work. In the event you have cultural, medical and/or religious requirements to wear something that may not conform to these guidelines, please contact your supervisor, Human Resources Development and Training; or Office of Employment and Program Equity to discuss accommodations.

	MEN		**WOMEN**	
	Acceptable	Unacceptable	Acceptable	Unacceptable
Shirts	Business Professional Blazers/Suit jackets Collared dress shirts with ties Business Casual Blazers Collared dress shirts (short or long sleeved) Sweaters Turtlenecks	T-shirts Tank tops Sweatshirts Shirts or sweaters without collars Denim or denim-look shirts Unprofessional logos	Business Professional Blazers/Suit Jackets Blouses Sweaters Collared dress shirts Business Casual Sweaters Cardigan sweaters and sweater sets Turtlenecks Professional sleeveless shirts/sweaters Shirts with modest necklines	T-shirts Tank/spaghetti strap tops Cropped tops Sweatshirts Unprofessiona l logos Denim or denim-look shirts
Pants/Skirts	Business Professional Dress/Suit Slacks Business Casual Twill or Corduroy/Docker-type slacks	Jeans/Denim of any color Leather/leather-like pants Cargo pants	Business Professional Dress slacks Suit slacks Dresses of modest cut and lengths Skirts of modest lengths Business Casual Tailored ankle pants Dress Capri pants	Jeans/Denim of any color Leather/leathe r-like pants Sweatpants Stretch pants/leggings Stirrup pants Shorts Casual Capri pants
Footwear	Dress/leather/leather-like shoes Dress/leather/leather-like boots	Athletic shoes Hiking boots Flip-flops/thong sandals Casual Sandals Birkenstocks, or	Dress shoes Dress open-back mules Dress open-toe shoes Leather flats	Athletic shoes Hiking boots Flip-flops/thong sandals Casual sandals

		similar	(loafers, etc.) Dress/leather/leather-like boots	Birkenstocks, or similar
Other	Hats or headscarves for religious, medical, or cultural reasons only		Hats or headscarves for religious, medical, or cultural reasons only	

Dress Code Guidelines; Department of Human Resources

Effective 7/16/07; Updated from 5/15/03 Version

Employee Relations Unit 410-767-7245

ATTACHMENT 21 ANNUAL INTERNAL REVENUE SERVICE (IRS) CONTRACTOR AWARENESS ACKNOWLEDGEMENT

Employees shall be advised at least annually of the provisions of Section 7213 (2) of the Internal Revenue Code (IRC), which makes unauthorized disclosure of the Federal returns or return information a crime that may be punishable by a $5,000.00 fine, five years imprisonment, or both, and the cost of the prosecution.

Employees who have access to Federal tax information shall also be advised annually of the provisions of IRC § 7431, which permits a taxpayer to bring suit for unauthorized disclosure in the United States district court. The taxpayer would be entitled to the greater of civil damages or the actual damages plus punitive damages in addition to the cost of the action.

Employees are to be made aware that these civil and criminal penalties apply even if the unauthorized disclosures were made after their employment with the agency is terminated.

IRS § 7213(A). UNAUTHORIZED INSPECTION OF RETURNS OR RETURN INFORMATION

(a) PROHIBITIONS —

(1) FEDERAL EMPLOYEES AND OTHER PERSONS— It shall be unlawful for:

(A) any officer or employee of the United States, or
(B) any person described in IRC § 6103 (n) or an officer willfully to inspect, except as authorized in this title, any return or return information.

(2) STATE AND OTHER EMPLOYEES — It shall be unlawful for any person not described in paragraph (I) willfully to inspect, except as authorized by this title, any return information acquired by such person or another person under a provision of IRC § 6103 referred to in IRC § 7213 (a)(2).

(b) PENALTY —

(1) IN GENERAL — Any violation of subsection (a) shall be punishable upon conviction by a fine in any amount not exceeding $1000, or imprisonment of not more than 1 year, or both, together with the costs of prosecution.

(2) FEDERAL OFFICERS OR EMPLOYEES — An officer or employee of the United States who is convicted of any violation of subsection (a) shall, in addition to any other punishment, be dismissed from office or discharged from employment.

(c) DEFINITION —For purposes of the section, the terms "inspect," "return," and "return information" have respective meanings given such terms by IRC § 6103(b).

I understand and agree to the above requirements.

____

Contractor Name (Printed)

____

Contractor Signature

____

Date

ATTACHMENT 22 DHR OFFICE LOCATIONS

ALLEGANY COUNTY MOUNTAIN RIDGE HIGH SCHOOL OUTPOST	100 DR GRASMICK LANE	Frostburg
ALLEGANY COUNTY DSS	1 FREDERICK STREET	Cumberland
ALLEGANY COUNTY OHEP	234 NORTH CENTRE STREET	Cumberland
ALLEGANY COUNTY SAO	59 PROSPECT	Cumberland
ANNE ARUNDEL COUNTY - ANNAPOLIS	80 WEST STREET	Annapolis
ANNE ARUNDEL COUNTY - CHILD SUPPORT	44 CALVERT STREET	Annapolis
ANNE ARUNDEL COUNTY - CHILD SUPPORT	7 Church Circle	Annapolis
ANNE ARUNDEL COUNTY - DHRIS EXTENSION	7240 PARKWAY DRIVE	Hanover
ANNE ARUNDEL COUNTY - GLEN BURNIE	7500 RITCHIE HIGHWAY	Glen Burnie
ANNE ARUNDEL COUNTY - HERITAGE OFFICE	2666 RIVA ROAD	Annapolis
ANNE ARUNDEL COUNTY - LEGISLATIVE OFFICE	45 CALVERT STREET	Annapolis
ANNE ARUNDEL COUNTY - WINTERODE BUILDING	41 COMMUNITY PLACE	Crownsville
ANNE ARUNDEL COUNTY OHEP	117 Delaware Avenue	Glen Burnie
ANNE ARUNDEL COUNTY OHEP	251 WEST STREET	Annapolis
BALTIMORE CITY - DUNBAR/ORANGEVILLE	2919 E. BIDDLE STREET	Baltimore
BALTIMORE CITY - ADMINISTRATION	1910 N BROADWAY	Baltimore
BALTIMORE CITY - ADULT SERVICES	300 METRO PLAZA	Baltimore
BALTIMORE CITY - ARCHIVES	428 EAST PRESTON	Baltimore
BALTIMORE CITY - ATTORNEY GENERAL	100 SOUTH CHARLES	Baltimore
BALTIMORE CITY - CENTRAL OFFICE, R&S APPL./DAY CARE, SPECIAL PROJECTS	1510 GUILFORD AVE	Baltimore
BALTIMORE CITY - CHERRY HILL	18 REEDBIRD AVE	Baltimore
BALTIMORE CITY - CITIZENS REVIEW BOARD	4201 PATTERSON AVENUE	Baltimore
BALTIMORE CITY - COURTHOUSE EAST	111 N CALVERT STREET	Baltimore
BALTIMORE CITY - COURTHOUSE WEST	100 N CALVERT	Baltimore
BALTIMORE CITY - CHILD SUPPORT	6000 Metro Drive	Baltimore
BALTIMORE CITY - DEAP	1 NORTH CHARLES	Baltimore
BALTIMORE CITY - DSS MOUNT CLARE/STEUART HILL	1223 W. PRATT STREET	Baltimore
BALTIMORE CITY - DUNBAR	313 GAY STREET	Baltimore
BALTIMORE CITY - EASTERN CAC/OHEP	1400 ORLEANS STREET	Baltimore
BALTIMORE CITY - EVICTION PREVENTION	501 E FAYETTE STREET	Baltimore
BALTIMORE CITY - FAMILY SERVICES	3007 N. BIDDLE STREET	Baltimore
BALTIMORE CITY - FOSTER CARE, RESOURCES/SUPPORT QA	2923 E. BIDDLE STREET	Baltimore
BALTIMORE CITY - HARFORD HEIGHTS - EESU/HESU, LONG TERM CARE (TLC)	2000 N. BROADWAY	Baltimore
BALTIMORE CITY - HILTON HEIGHTS	500 N. HILTON STREET	Baltimore

BALTIMORE CITY - INTAKE & ASSES. R&S	1900 N. HOWARD STREET	Baltimore
BALTIMORE CITY - JOHNS HOPKINS	600 WOLFE	Baltimore
BALTIMORE CITY - LIBERTY SQUARE	5818 REISTERSTOWN ROAD	Baltimore
BALTIMORE CITY - NORTHERN CAC/OHEP	5225 YORK ROAD	Baltimore
BALTIMORE CITY - NORTHWEST CAC/OHEP	3314 AYRDALE AVENUE	Baltimore
BALTIMORE CITY - NW COMMUNITY ACTION CENTER/OHEP	3939 REISTERSTOWN ROAD	Baltimore
BALTIMORE CITY - OHEP	2700 N CHARLES	Baltimore
BALTIMORE CITY - PSI CHILD SUPPORT	1 NORTH CHARLES	Baltimore
BALTIMORE CITY - SOUTHEAST CAC/OHEP	3411 BANK STREET	Baltimore
BALTIMORE CITY - SOUTHERN CAC/OHEP	606 CHERRY HILL ROAD	Baltimore
BALTIMORE CITY - UPTON - FAMILY INV. PRO. SERV	2500 PENNSYLVANIA AVE	Baltimore
BALTIMORE CITY - WESTERN CAC/OHEP	1133 PENNSYLVANIA AVENUE	Baltimore
BALTIMORE COUNTY - CHILD SUPPORT	170 RIDGELY ROAD	Lutherville
BALTIMORE COUNTY - DSS CATONSVILLE	910 FREDERICK ROAD	Catonsville
BALTIMORE COUNTY - DUNDALK	1400 MERRITT BLVD	Dundalk
BALTIMORE COUNTY - ESSEX	439 EASTERN AVENUE	Essex
BALTIMORE COUNTY - REISTERSTOWN ROAD	134 CHARTLEY DRIVE	Reisterstown
BALTIMORE COUNTY - SHERRIF OFFICE	401 BOSLEY AVENUE	Towson
BALTIMORE COUNTY -DSS TOWSON	6401 YORK ROAD	Towson
BALTMORE CITY - Homeless Services	1920 N. BROADWAY	Baltimore
CALVERT COUNTY DSS	200 DUKE STREET	Prince Frederick
CALVERT COUNTY STATES ATTORNEY	175 MAIN STREET	Prince Frederick
CAROLINE COUNTY - DSS SAT. OFFICE	300 - 304 MARKET STREET	Denton
CAROLINE COUNTY DSS	207 S 3RD STREET	Denton
CARROLL COUNTY DSS	10 DISTILLERY DRIVE	Westminster
CARROLL COUNTY STATES ATTORNEY	55 N COURT	Westminster
CECIL COUNTY - CHILD ADVOCACY CENTER	214 1/2 N STREET	Elkton
CECIL COUNTY - DOMESTIC VIOLENCE SHELTER	405 BOW STREET	Elkton
CECIL COUNTY - HELP CENTER/OHEP	135 E HIGH STREET	Elkton
CECIL COUNTY - INTAKE & OUTREACH	5 BROWN COURT	Elkton
CECIL COUNTY DSS	170 EAST MAIN STREET	Elkton
CHARLES COUNTY DSS	200 KENT AVENUE	LaPlata
Charles County Sheriff's Office	6855 Crain Highway	LaPlata
CHARLES COUNTY- State Attorney's	200 CHARLES STREET	LaPlata
DHR - HEADQUARTERS (SSC) - INTERNET	311 W SARATOGA STREET	Baltimore
DHRIS	1100 EASTERN BLVD	Essex

DORCHESTER COUNTY DSS	627 RACE STREET	Cambridge
FREDERICK COUNTY CAC	520 North Market St	Frederick
FREDERICK COUNTY DSS	100 E. ALL SAINTS STREET	Frederick
FREDERICK COUNTY STATES ATTORNEY	100 W PARTICK STREET	Frederick
GARRETT COUNTY CAC/OHEP	104 EAST CENTER STREET	Oakland
GARRETT COUNTY DSS	12578 GARRETT HIGHWAY	Oakland
GARRETT COUNTY DSS - SATELLITE OFFICE	28 HERSHBERGER LANE	Grantsville
HARFORD COUNTY - CHILD SUPPORT and State Attorney's	101 SOUTH MAIN	Bel Air
HARFORD COUNTY - WAGE CONNECTION	975 BEARDS HILL ROAD	Aberdeen
HARFORD COUNTY CAC/OHEP	1321 B WOODBRIDGE STATION WAY	EDGEWOOD
HARFORD COUNTY DSS	2 S BOND STREET	Bel Air
HOWARD COUNTY - COMMUNITY ACTION CENTER/OHEP	6751 COLUMBIA GATEWAY DRIVE	Columbia
HOWARD COUNTY - THE LISTENING PLACE	3421 ROGERS AVE	Ellicott City
HOWARD COUNTY DSS	7121 COLUMBIA GATEWAY DRIVE	Columbia
KENT COUNTY CHILD SUPPORT	315 HIGH STREET	Chestertown
KENT COUNTY DSS	350 HIGH STREET	Chestertown
MONTGOMERY COUNTY - CHILD SUPPORT	51 MONROE	Silver Spring
MONTGOMERY COUNTY - DHMH/OHEP	1301 PICCARD DRIVE	ROCKVILLE
MONTGOMERY COUNTY - DSS	100 MARYLAND AVENUE	ROCKVILLE
OCSE - FEDERAL CHILD SUPPORT	WASHINGTON DC	N/A
PRINCE GEORGE COUNTY - ADMINISTRATION/OHEP	805 BRIGHTSEAT ROAD	Landover
PRINCE GEORGE COUNTY - CHILD SUPPORT	4235 28TH AVENUE	Temple Hills
PRINCE GEORGE COUNTY - CIRCUIT COURT	14735 MAIN STREET	Upper Marlboro
PRINCE GEORGE COUNTY - COUNTY EXECUTIVE OFFICE	9201 BASIL COURT	LARGO
PRINCE GEORGE COUNTY - DSS	925 BRIGHTSEAT ROAD	Landover
PRINCE GEORGE COUNTY - DSS & CHILD SUPPORT	6505 BELCREST RD	Hyattsville
PRINCE GEORGE COUNTY - DSS/OHEP	425 BRIGHTSEAT ROAD	Landover
PRINCE GEORGE COUNTY - SHEFIFF'S OFFICE	5303 CHRYSTLER WAY	Upper Marlboro
PRINCE GEORGE COUNTY -HOSPITAL	3001 HOSPITAL DRIVE	Cheverly
QUEEN ANNE COUNTY CHILD SUPPORT	122 COURSEVALLE DRIVE	Centreville
QUEEN ANNE COUNTY DSS/OHEP	125 COMET	Centreville
SOMERSET COUNTY DSS	30397 MT VERNON ROAD	Princess Anne
SPHERIX - CSEA	1 TECHNOLOGY DRIVE	FROSTBURG
ST. MARY'S COUNTY	21775 GREAT MILLS	Lexington Park
ST. MARY'S COUNTY - SOUTHERN MD TRI COUNTY CAC/OHEP	8371 LEONARDTOWN ROAD	HUGHESVILLE
ST. MARY'S COUNTY DSS	23110 LEONARD HALL DRIVE	Leonardtown

ST. MARY'S COUNTY SHERIFF	41605 COURTHOUSE DRIVE	Leonardtown
TALBOT COUNTY DSS	301 BAY STREET	Easton
TALBOT COUNTY NEIGHBORHOOD SERVICE CENTER/OHEP	126 PORT STREET	Easton
WASHINGTON COUNTY CAC/OHEP	101 SUMMIT AVENUE	Hagerstown
WASHINGTON COUNTY- CHILD ADVOCACY CTR	24 W WALNUT ST	Hagerstown
WASHINGTON COUNTY DSS	122 NORTH POTOMAC	Hagerstown
WICOMICO COUNTY - JOB CENTER	917 MT HERMON	Salisbury
WICOMICO COUNTY - SHORE UP! - OHEP	520 SNOW HILL ROAD	Salisbury
WICOMICO COUNTY DSS	201 BAPTIST STREET	Salisbury
WICOMICO COUNTY HOLLY CENTER	926 SNOW HILL ROAD	Salisbury
WORCESTER COUNTY - ????	9714 HEALTHWAY DRIVE	Berlin
WORCESTER COUNTY - Child Support	422 W MARKET	Snow Hill
WORCESTER COUNTY DSS	299 COMMERCE STREET	Snow Hill

ATTACHMENT 23 DHR POLICIES, GUIDELINES, AND METHODOLOGIES

These attachments are separate enclosed files.

Electronic Communications Policy (ECP).pdf

USB Restriction Policy and Procedures.pdf