

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

HARDWARE MAINTENANCE SERVICES (HMS)

CATS+ TORFP # N00B5400133
OTHS/OTHS-15-027-S



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

Issue Date: 10/10/2014
Small Business Reserve (SBR)

NOTICE TO BIDDERS/OFFERORS
SMALL BUSINESS RESERVE SOLICITATION

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

A. It is independently owned and operated;

B. It is not a subsidiary of another business;

C. It is not dominant in its field of operation; and

D. Either:

(1) With respect to employees:

(a) Its wholesale operations did not employ more than 50 persons in its most recently completed 3 fiscal years;

(b) Its retail operations did not employ more than 25 persons in its most recently completed 3 fiscal years;

(c) Its manufacturing operations did not employ more than 100 persons in its most recently completed 3 fiscal years;

(d) Its service operations did not employ more than 100 persons in its most recently completed 3 fiscal years;

(e) Its construction operations did not employ more than 50 persons in its most recently completed 3 fiscal years; and

(f) The architectural and engineering services of the business did not employ more than 100 persons in its most recently completed 3 fiscal years; or

(2) With respect to gross sales:

(a) The gross sales of its wholesale operations did not exceed an average of \$4,000,000 in its most recently completed 3 fiscal years;

(b) The gross sales of its retail operations did not exceed an average of \$3,000,000 in its most recently completed 3 fiscal years;

(c) The gross sales of its manufacturing operations did not exceed an average of \$2,000,000 in its most recently completed 3 fiscal years;

(d) The gross sales of its service operations did not exceed an average of \$10,000,000 in its most recently completed 3 fiscal years;

(e) The gross sales of its construction operations did not exceed an average of \$7,000,000 in its most recently completed 3 fiscal years; and

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

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

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

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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:	HARDWARE MAINTENANCE SERVICES (HMS)
Solicitation Number (TORFP #):	(N00B5400133) OTHS/OTHS-15-027-S
Functional Area:	Functional Area 6
Issue Date:	10/10/2014
Questions Due Date and Time:	10/31/2014 at 2:00 PM Local Time
Closing Date and Time:	11/20/2014 at 2:00 PM Local Time
TO Requesting Agency:	Department of Human Resources (DHR or Department) Office of Technology and Human Services (OTHS)
Send Questions and TO Proposals to:	Leah Hinson TO Procurement Officer Department of Human Resources Information Technology (DHRIS) 1100 Eastern Boulevard Essex MD 21221 Leah.Hinson@maryland.gov
TO Procurement Officer:	Leah Hinson Office Phone Number: 410-238-1339 Office Fax Number: 410-238-1941
TO Manager:	Tanya Williams Office Phone Number: 410-767-8396 Tanya.Williams@maryland.gov
TO Type:	Combination: Firm Fixed Price (FFP) and Time and Materials (T&M)
Period of Performance:	Three Year Base Period, with Two 1-year Option Periods
MBE Goal:	35 %, 7% African American, 4% Asian American, 12% Women
VSBE Goal:	.0005 (one-half of 1%)
Small Business Reserve (SBR):	Yes
Primary Place of Performance:	311 Saratoga St. Baltimore, MD 21201 Support in locations throughout the State may be required. See Attachment 25 for a complete list of DHR locations.
TO Pre-proposal Conference:	N/A

SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 TORFP SUBJECT TO CATS+ MASTER CONTRACT

In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS+ RFP issued by 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 will provide invoices as specified under Section 2.12 Invoicing. The TO Contractor is 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 Personnel. The TO Contractor Manager will serve as liaison between the TO Manager and the senior TO Contractor management.

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

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's office at 1100 Eastern Blvd. Essex, MD 21221.

An original, to be so identified, and six (6) copies of the TO Technical Proposal and TO Financial Proposal (See Section 3) shall be received by the TO Procurement Officer (ref. Section 1.2). Requests for extension of this date or time shall not be granted. Master Contractors mailing Proposals should allow sufficient mail delivery time to ensure timely receipt by the TO Procurement Officer (ref. Section 1.2). Proposals or unsolicited amendments 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 Proposals will not be accepted.**

1.5 ORAL PRESENTATIONS/INTERVIEWS

All Offerors and proposed staff will be required to make an oral presentation to State representatives in the form of oral presentations. 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 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 the 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. TO Contractor's liability for this TORFP is limited to **2** times the total TO Agreement amount.

1.10 CHANGE ORDERS

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

1.11 TRAVEL REIMBURSEMENT

Expenses for travel and other costs shall not be reimbursed.

1.12 MINORITY BUSINESS ENTERPRISE (MBE)

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

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

1.12.1 MBE PARTICIPATION REPORTS

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 participation form (Attachment 2 Form D-4) to the TO Requesting Agency at the same time the invoice copy is sent.
- C. 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.
- D. The TO Contractor shall ensure that each MBE Subcontractor provides a completed Subcontractor Paid/Unpaid MBE Invoice Report (Attachment 2, Form D-6).
- E. 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.

1.12.2 MBE AMENDMENT AFFIDAVIT

In accordance with COMAR 21.11.03.12 Amendment for Unforeseen Circumstances, if at any time before execution of a contract, the apparent successful Bidder or Offeror determines that a certified MBE listed on the schedule for participation required under Regulation .10B(2) of this chapter has become or will become unavailable, then the apparent successful Bidder or Offeror immediately shall notify the procurement officer. Any desired change in the schedule for the participation shall be approved in advance by the certified MBE subcontractor to perform the work. Desired changes occurring after the date of contract execution may occur only upon written approval by the agency head and subsequently by contract amendment. Reference Attachment 2, Form D-2.

1.13 VETERAN OWNED SMALL BUSINESS ENTERPRISE (VSBE)

This TORFP has a VSBE goal as stated in the Key Information Summary Sheet above, representing the percentage of total fees paid for services under this TO.

By submitting a response to this solicitation, the bidder or 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.**

1.13.1 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 (MASTER CONTRACTOR)

Certain system documentation may be available for Master Contractors to review at a reading room at DHRIS'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 months after the award date for a TO. The TO Contractor shall complete and return the checklist as instructed on the form. Subsequently, at six month intervals from the due date on the initial checklist, the TO Contractor shall update and resend the checklist to DoIT.

1.18 MERCURY AND PRODUCTS THAT CONTAIN MERCURY

This solicitation and resulting purchase orders require that all materials used in the performance of the Contract and subsequent Purchase Orders or work orders shall be mercury-free products. The Offeror shall submit a Mercury Affidavit found in Attachment 14 with the TO Technical Proposal.

1.19 PURCHASING AND RECYCLING ELECTRONIC PRODUCTS

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

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

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

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SECTION 2 - SCOPE OF WORK

2.1 PURPOSE

DHR is issuing this CATS+ TORFP to obtain a Master Contractor to perform on-site maintenance, repair, and replacement services of out-of-warranty Information Technology (IT) equipment and peripheral devices owned and supported by OTHS in accordance with the scope of work described in this Section 2. The out-of-warranty equipment service requests will be initiated by OTHS to the TO Contractor and is based on an equipment-per-call basis.

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 administers the State's public assistance, social services, child support enforcement, and community-based programs through its three major operating administrations: the Family Investment Administration (FIA), the Social Services Administration (SSA), and the Child Support Enforcement Administration (CSEA).

More than 8,000 full-time employees rely on the OTHS to develop, enhance, and maintain mission-critical systems that support the delivery of social services, track activities, and manage outcomes. 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 DHR's employees, contractors, 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. OTHS does not anticipate that during a one month period, normal service calls will exceed one hundred twenty-five (125) and that critical calls will exceed twenty-five (25).

2.3 EXISTING SYSTEM DESCRIPTION

DHR's technology infrastructure consists of approximately 50,000 pieces of IT equipment and peripheral devices, which includes and is not limited to, desktops, laptops, servers, printers, fax machines, scanners, tablets, thin clients, network switches, tape drives, and uninterrupted power supply (UPS). The equipment was purchased with a three (3) year manufacturer's warranty and is located in DHR offices throughout the State.

The Department does not anticipate that it will replace the equipment once the manufacturer's warranty expires. It is estimated that more than 40% of the IT equipment and peripheral devices will no longer be covered by the warranty during the term of the TO Agreement.

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 Agreement.

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

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

2.5 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES

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

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

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

- The State of Maryland Information Technology Security Policy and Standards
- The State of Maryland Information Technology Non-Visual Access Standards
- The TO Contractor shall follow project management methodologies consistent with the Project Management Institute's Project Management Body of Knowledge Guide.
- TO Contractor assigned personnel shall follow a consistent methodology for all TO activities.
- In addition to the above mentioned policies, the TO Contractor is required to adhere to IRS Safeguards 1075 (<http://www.irs.gov/pub/irs-pdf/p1075.pdf>).

2.6 REQUIREMENTS

2.6.1 TO CONTRACTOR PERSONNEL DUTIES AND RESPONSIBILITIES

The TO Contractor shall provide on-site maintenance and repair services for off-warranty equipment, which includes desktops, laptops, printers, scanners, servers and other related peripherals. (See Attachment 25 for the current list). Additional equipment will be included, which may come off of a vendor warranty during the term of the TO Agreement. The TO Contractor Personnel under this TO shall:

- A. Provide qualified service technicians for on-site repair and/or replacement of equipment out-of-warranty equipment and peripheral devices. All repair efforts shall be performed from DHR locations as equipment cannot be removed from DHR facilities.
- B. Replace any equipment or peripheral device that cannot be repaired with comparable make/model of equipment.
- C. Dispatch to DHR locations statewide (Attachment 24) to provide on-site maintenance, repair, and/or replacement services as requested by OTHS via an on-line request system proposed by the TO Contractor.
- D. Positively represent DHR and establishing and maintaining a professional, courteous

- and cooperative rapport within the DHR user community at all times.
- E. 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.
 - F. Respond to OTHS trouble/support tickets, which are escalated to the TO Contractor for assistance with troubleshooting and resolving complex problems.
 - G. Receive and respond to hardware service requests sent to the TO Contractor via e-mail. The TO Contractor shall provide status updates via e-mail. The date/timestamp of the e-mail submission shall be used by DHR to measure initial response time and the overall repair or replacement time frame. DHR will not be responsible for including TO Contractor-generated codes on service requests.
 - H. Contact and work with vendors/manufacturers for support, warranty, and repair services.
 - I. Schedule appointments with the DHR designated contact for the office where the malfunctioning device is housed prior to performing any maintenance or repairs. Requests to provide service for a specific malfunctioning device outside of the normal coverage hours or days must be pre-approved by the TO Manager. The TO Manager will provide the successful Master Contractor with an electronic list of contacts, addresses, and the telephone number for each office location being covered under this TO.
 - J. Generate weekly and monthly status reports (see Section 2.8.4). At a minimum, the reports shall include the date/timestamp of the service request, requestor's name and contact information, and a detailed description of the request, and the status (open/closed/pending, etc.).
 - K. Perform other duties within the general scope of this TORFP as directed by the TO Manager.

2.6.2 TO CONTRACTOR TECHNICAL SERVICES

The number of service calls will vary each month; however, OTHS does not anticipate more than twenty-five (25) critical (negatively impacting delivery of human services to Maryland citizens) and one hundred twenty-five (125) normal (not having immediate impact to delivery of human services) service requests per month. DHR reserves the sole and exclusive right to define and prioritize critical and normal work orders. DHR also reserves the right to change the priority of a work order at any time as necessary.

The devices covered under this TO Agreement shall include, but not be limited to, the following: desktop computers, laptops (PC and MAC), tablets, thin clients, servers, tape library, back-up tape drives/devices, load balancers, switches, firewalls, portable hard drives, flash drives, scanners, degaussers, printers, Polycom Soundstation, multi-functional printer (MFP's), fax machines, computer monitors, projectors, and UPS. Attachment 25 contains a current list of the DHR equipment the successful Master Contractor will support for this TO Agreement.

NOTE: This list will change as equipment is replaced throughout the duration of this TO Agreement.

The following technical services shall be furnished by the TO Contractor:

- A. Replace or repair the malfunctioning device, as needed, to meet the required repair or replacement time frame as defined in Section 2.6.3. The TO Contractor shall provide replacement parts/devices as per CATS+ Master Contract section 2.2.1.1 and in accordance with current professional standards and best practices using first quality Original Equipment Manufacturer (OEM) authorized parts or quality reconditioned OEM parts so that performance is equivalent to that of a new part.
- B. Provide a minimum of ninety (90) days warranty from completion of repair or replacement of the part or equipment. The TO Contractor's specific warranty policy shall be included in the response to this TORFP.
- C. Repair or replace hard drives back to its prior basic functionality, ensuring that the Basic Input Output System (BIOS) recognizes the device, and the hard drive is ready to have the operating system loaded. If a replacement occurs, the TO Contractor shall **not** take ownership over the malfunctioning hard drive. The malfunctioning hard drive shall be returned to the designated DHR personnel for degaussing and destruction, per the DHR Equipment Destruction Policy and federal mandates.
- D. Submit to the designated DHR staff, via e-mail, the serial numbers and descriptions of both the original and replacement devices no later than one (1) business day of the decision to replace the equipment. The description of the replaced equipment shall also be recorded on the Record of Service (ROS) to be included with the monthly status report. There is no exclusion or exception to this requirement. If the ROS is not received, DHR shall assume the replacement activity was not addressed within the required time frame. (See Section 2.6.3).
- E. No later than one (1) business day of the completion of a service request, the TO Contractor shall transmit to the TO Manager, via e-mail, a document detailing at a minimum the DHR service request identification number, problem description, solution description, serial number of the malfunctioning device, completion date and time for the service request, and approval signature of the DHR office contact or equipment user verifying restoration of the device. If the document is not received, DHR shall assume the service request was not addressed within the required time frame. (See Section 2.6.3).

- F. Provide and install replacement batteries and maintenance kits for laptops, uninterruptible power supplies, printers, multifunctional printers, and scanners.
- G. Provide a Troubleshooters’ Guidebook for use by OTHS in performing first level help desk support. At a minimum, the Guidebook will contain diagnostic tips, questions to ask, and key information to collect and include in service request. The guidebook shall be submitted in draft form no later than one hundred and twenty (120) business days following NTP. The TO Manager shall have fifteen (15) business days to review the Guidebook and respond with comments. The TO Contractor has ten (10) business days to incorporate comments and submit the final Guidebook to the TO Manager. Updates to the Troubleshooters’ Guidebook are expected no less than annually and/or per the TO Manager’s written request.
- H. Perform other duties within the general scope of this TORFP as directed by the TO Manager.

2.6.3 SERVICE LEVEL AGREEMENT

TO Contractor shall deliver services in accordance with the service levels described in the table below 100% of the time. The categories for problem severity and the expected responses are defined by DHR.

Service Levels	Initial Phone Response	On-Site Repair	On-site Replacement	Response Availability	Comments
Critical (negatively impacting delivery of human services to Maryland citizens)	1 hour	2 hours	4 hours	7 days/week, 24 hrs a day	No later than 1 hour after receipt of the service request, the TO Contractor shall call the DHR designated contact(s) for the office where the malfunctioning device is housed to coordinate the schedule for repair or replacement service.
Normal (not having immediate impact to delivery of human services)	4 hours <i>Requests received after 1:00 PM must be responded to no later than the start of business the following business</i>	1 business day	3 business days	5 days/week, Mon-Fri, 7:00 AM-5:30 PM	No later than 4 business hours after receipt of the service request, the TO Contractor shall call the DHR designated contact(s) for the office where the malfunctioning device is housed to coordinate the schedule for repair or replacement service.

	<i>day.</i>				
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2.6.4 BACKUP / DISASTER RECOVERY

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

2.7 PERFORMANCE AND PERSONNEL

2.7.1 WORK HOURS

- Business Hours Support: The TO Contractor's collective assigned personnel shall support core business hours (07:00 AM to 05:30 PM), Monday through Friday, except for State holidays, Service Reduction days, and Furlough days observed by DHR. TO Contractor personnel may also be required to provide occasional support outside of core business hours, including evenings, overnight, and weekends, to support: specific efforts and emergencies to resolve system repair or restoration.
- Scheduled non-Business Hours Support: Once personnel have demonstrated an understanding of DHR's infrastructure, they will also be required to participate in a rotating emergency on-call schedule, providing non-business hours support. Typically, personnel assigned to DHR 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.

Non-Business Hours Support: After hours support may be necessary to respond to IT Security emergency situations. Additionally, services may also involve some evening and/or weekend hours performing planned system upgrades in addition to core business hours. Hours performing system upgrades would be billed on actual time worked at the rates proposed.

2.7.2 PERFORMANCE EVALUATION

The TO Manager will evaluate TO Contractor performance on an as-needed basis, but, no less than semi-annually. The performance evaluation will be based on the requirements set forth in Sections 2.6.1 – 2.6.3.

The TO Manager will consider the following factors, which are not all inclusive, when evaluating the TO Contractor's performance:

- Ability to meet defined SLA's
- Professionalism
- Customer Service
- Regard for the authority of the TO Manager or other Departmental personnel applicable to the assigned work task
- Misuse of the Department's property
- Tardiness
- Level of responsiveness to service requests
- Reliability

Depending upon the severity of the performance concern, and in the sole discretion of the TO Manager, the TO Manager may forego mitigation and request removal of the individual whose performance is at issue.

2.7.3 PERFORMANCE ISSUE MITIGATION

At any time during the TO period of performance, should the performance of a TO Contractor resource be unsatisfactory as determined by TO Manager, 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 (3) business days and implement the plan immediately upon written acceptance by the TO Manager.
- C. Should performance issues persist, the TO Manager may give written notice or request the immediate removal of person(s) whose performance is at issue, and determine whether a substitution is required.

2.7.4 SUBSTITUTION OF PERSONNEL AFTER AWARD

The substitution of proposed personnel during the evaluation period, prior to award, is prohibited. Substitutions of any kind, post proposal due date, but prior to award, is considered to be the equivalent of an alternate proposal, and is prohibited.

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 individual specifying the intended approved labor category. Any proposed substitute personnel shall have qualifications equal to or better than those of the replaced personnel.
- C. Proposed substitute individual shall be approved by the TO Manager. The TO Manager shall have the option to interview the proposed substitute individual. After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the requested substitution.

2.7.5 PREMISES AND OPERATIONAL SECURITY

TO Contractor employees shall, while on State premises, display their State issued identification cards without exception.

TO Contractor shall require its employees to follow the State of Maryland and DHR IT Security Policy and Standards throughout the term of the TO Agreement.

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 TO Agreement.

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.

The cost of complying with all security requirements and background checks 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.

2.7.6 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; or
 4. Any other crime against children including possession and/or distribution of child pornography.
- C. Provide a Criminal Background Check Affidavit (Attachment 19) for each employee certifying to the Department that a background check has been performed. The TO Contractor shall provide the Affidavits, via e-mail to the TO Manager, no later than four (4) months after the NTP and annually at beginning of each Contract year. 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 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 starting employment.
- F. Bear the expense of all background checks.

2.7.7 H-1B WORK AUTHORIZATION

DHR will not accept H1-B candidates.

2.8 DELIVERABLES

2.8.1 DELIVERABLE SUBMISSION

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

For every deliverable, the TO Contractor shall submit, by e-mail an Agency Deliverable Product Acceptance Form (DPAF), provided as Attachment 9, to the TO Manager.

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 (other than the initial deliverables), the TO Manager may request a draft version of the deliverable, to comply with the minimum deliverable quality criteria listed in Section 2.8.2. Drafts of each final deliverable, except status reports, will be 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).

2.8.2 DELIVERABLE ACCEPTANCE

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

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

The TO Manager will issue to the TO Contractor a notice of acceptance or rejection of the deliverable in the DPAF (Attachment 9). Following the return of the DPAF indicating “Accepted” and signed by the TO Manager, the TO Contractor shall submit a proper invoice in accordance with the procedures in Section 2.12.

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

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

2.8.3 MINIMUM DELIVERABLE QUALITY

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

Each deliverable shall meet the following minimum acceptance criteria:

- A. Be presented in a format appropriate for the subject matter and depth of discussion.
- B. Be organized in a manner that presents a logical flow of the deliverable’s content.
- C. Represent factual information reasonably expected to have been known at the time of submittal.

- D. In each section of the deliverable, include only information relevant to that section of the deliverable.
- E. Contain content and presentation consistent with industry best practices in terms of deliverable completeness, clarity, and quality.
- F. Meets the acceptance criteria applicable to that deliverable, including any State policies, functional or non-functional requirements, or industry standards.
- G. Contains no structural errors such as poor grammar, misspellings or incorrect punctuation.

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

2.8.4 DELIVERABLE DESCRIPTIONS / ACCEPTANCE CRITERIA

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

ID #	Deliverable	Acceptance Criteria	Due Date/Frequency
2.8.4.1	Initial project deliverables (Weekly and Monthly reports) (Written Deliverable)	The TO Contractor shall submit a draft of the Weekly and Monthly reports, as defined in 2.8.1. The TO Manager will have five (5) business days to review the draft deliverables and respond with comments. The TO Contractor shall have five (5) business days to incorporate comments and submit the final version to the TO Manager.	Draft no later than ten (10) business days after the NTP (see section 2.8). Monthly reports are due by the 15 th day of each month thereafter.
2.8.4.2	Weekly Status Reports (Written Deliverable)	At a minimum, the reports shall contain the following: <ul style="list-style-type: none"> • List of service requests received the week and the status (e.g. completed, in progress, on- hold) and any issues identified. • Emergency work efforts and any issues identified. • Proposed activities for the upcoming work week. • Issues, risks and action items requiring the TO 	E-mailed to the TO Manager no later than 5:30 PM close of business (COB) of each week. If the due date falls on a holiday, the report is due by 2:00 PM the next business day.

		<p>Manager’s review and decision or facilitation.</p> <ul style="list-style-type: none"> Record of Service which is a description of the replaced equipment 	
2.8.4.3	<p>Monthly Status Report (Written Deliverable)</p>	<p>The monthly status report shall accompany the invoice</p>	<p>E-mailed to the TO Manager no later than the 15th day following the end of the month. If the 15th day falls on a weekend or holiday, the report shall be due the last work day before the 15th day of the month.</p>
2.8.4.4	<p>Monthly TO Review Meeting</p>	<p>Meet with the TO Manager to review service calls that have been unresolved or on hold for more than 1 week and any risks or action items requiring the TO Manager’s attention.</p>	<p>On the first of each month.</p>
2.8.4.5	<p>Monthly Replaced Equipment Report (Written Deliverable)</p>	<p>The TO Contractor shall include with the monthly status report, an inventory of DHR owned equipment in the TO Contractor’s possession. The report shall also include a listing of any equipment that has been moved from one place to another within DHR. For example, if the TO Contractor replaces equipment at location A, then takes the replaced equipment back to the shop for repair, and ultimately transports this equipment to location B on a later replacement call, then the TO Contractor is required to record this re-location of equipment in the report.</p>	<p>E-mailed to the TO Manager no later than the 15th day following the end of the month. If the 15th day falls on a weekend or holiday, the report shall be due the last work day before the 15th day of the month.</p>
2.8.4.6	<p>Troubleshooter’s Guide (Written Deliverable)</p>	<p>The Guidebook shall be submitted to the TO Manager. Updates to the Troubleshooters’ Guidebook are expected as necessary and no less than every six (6) months.</p>	<p>Draft submitted no later than 120 business days following NTP. Updates as necessary and no less than every six (6) months.</p>

		See Section 2.6.2.G for additional details.	
2.8.4.7	MBE Participation Reports (Written Deliverable)	See Section 1.12.1	Due on first of each month.
2.12.2 C	Draft Invoice Submission (Written Deliverable)	See Section 2.12.2 C	Due on the 10 th Calendar Day of each month.

2.9 MINIMUM QUALIFICATIONS

2.9.1 OFFEROR’S COMPANY MINIMUM QUALIFICATIONS

Only those Master Contractors that fully meet all minimum qualification criteria shall be eligible for TORFP proposal evaluation. The Master Contractor’s proposal and references will be used to verify minimum qualifications.

Only Master Contractor qualifications may be used to demonstrate meeting company minimum qualifications. The Master Contractor’s proposal shall demonstrate meeting the following minimum requirements:

- At least five (5) year of demonstrated experience providing hardware maintenance services to U.S. based commercial or government entities, supporting at least 8,000 end-users on one (1) contract.

2.10 TO CONTRACTOR AND PERSONNEL OTHER QUALIFICATIONS

The following qualifications are mandatory. The Master Contractor’s staff must demonstrate expertise in the following:

A. TO Project Manager

- Education: Bachelor’s Degree from an accredited college or university in Engineering, Computer Science, Information Systems, Business or other related discipline.
- General Experience: Must have eight (8) years of computer hardware maintenance and support experience, which includes equipment operations or project management experience with computer equipment and peripherals, such as network and stand- alone computer equipment and peripherals for workstations, laptops and servers.

B. Hardware Maintenance and Support Technician

Hardware Maintenance and Support Technician shall have a minimum of four (4) years of general and specialized experience in the repair, maintenance and support of computer equipment and peripherals, such as network and stand- alone computer equipment and peripherals for workstations, laptops and servers.

C. Network Technician (Junior)

- Education: An Associate's degree from an accredited college or university in Computer Science, Information Systems, Engineering or a related field; or Technical school certificate of completion in the data communications field including cable installation, or the equivalent military training. An additional year of specialized experience may be substituted for the required education.
- General Experience: Three (3) years of experience in a computer-related field.
- Specialized Experience: A minimum of two (2) years of experiences installing and maintaining shared resources for communication networks and devices.

2.11 RETAINAGE

THIS SECTION IS NOT APPLICABLE TO THIS TORFP

2.12 INVOICING

Invoicing shall be submitted monthly. Invoicing shall be accompanied by signed DPAF for all invoices submitted for payment. Payment of invoices will be withheld if a signed acceptance form is not submitted.

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

2.12.1 TIME SHEET SUBMISSION AND ACCEPTANCE

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

2.12.2 INVOICE SUBMISSION PROCEDURE

Invoices shall be formally submitted both in hard copy original and electronically by the TO Contractor to the designated TO Manager and distribution list (to be provided) each month by the 15th business day. The invoice should include an itemized billing for all work completed and services rendered in the previous month. Invoices submitted more than thirty (30) Calendar Days late (without a written justification submitted to the TO Manager by the 15th business day), shall be reduced by 10% of original gross invoice amount and shall continue to be reduced an additional 10% of gross every subsequent 30 Calendar Days until submitted.

This procedure consists of the following requirements and steps:

- A. The TO Contractor shall mail the original of each invoice and signed DPAF (Attachment 9), for each deliverable being invoiced to:

Ms. Tanya Williams
Deputy CIO
DHRIS OTHS

1100 Eastern Boulevard
Baltimore, Maryland 21221

- B. The TO Contractor shall e-mail a copy of each invoice and signed DPAF (Attachment 9), for each deliverable being invoiced to: Tanya Williams, Tanya.Williams@maryland.gov.
- C. Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than sixty (60) calendar days from the TO Agreement termination date.
- D. The TO Contractor must submit a draft invoice along with an invoice schedule to the DHR OTHS Compliance Office by the 10th calendar day. The submission information will be provided to the TO Contractor after award via email. JamesE.jones@maryland.gov The draft invoice will be reviewed by the DHR Compliance Office for conformance to format, content and invoice schedule. The DHR Compliance Office will notify TO Contractor to proceed with formal submission or request corrections along with re-submission of draft.
- E. The monthly invoice shall include at a minimum the following information:
1. Name and Address of the vendor
 2. Account Number
 3. Invoice number and date
 4. Billing period/service period
 5. Contract# & Current Amendment# (i.e. OTHS/OTHS -015)
 6. Total current charges
 7. Total billed to date
 8. Remittance address
 9. Contact Name
 10. Telephone number
 11. E-mail address
 12. Phone number for billing inquiries
 13. Federal Identification Number or SSN
- F. Accompanying the invoice, the TO Contractor must submit an Invoice Cover Page, signed Invoice Cover Memo from TO Contractor, Monthly Status Report Approval Signature Page and Monthly Status Report outlining the activities completed to date for which the TO Contractor is requesting payment. The TO Contractor shall provide information detailing the specific deliverable(s), phase or task as appropriate.

Invoices submitted without the required information will not be processed for payment until the TO Contractor provides the required information and will not be deemed submitted until such time as the required information is provided.

The TO Contractor will designate a Billing Point of Contract (BPOC) to the TO Project Manager for routine billing issues.

The TO Contractor shall be paid in the month following the completion and approval of a deliverable, milestone or task. Partially completed deliverables will not be accepted or paid unless written approval is obtained from the TO Manager.

The Department reserves the right to reduce or withhold payment in the event the TO Contractor does not provide the Department with all required deliverables within the time frame specified in the contract or in the event that the TO Contractor otherwise materially breaches the terms and conditions of the contract.

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2.13 WORK ORDER PROCESS

The issuance of Work Orders will be subject to Department priorities and availability of funds. When needed, additional services or/ resources will be provided via a Work Order process. A Work Order may be issued for either fixed price or T&M. Work Orders performed for a fixed price or T&M will not exceed \$25,000 for the entire TO period. There is no guarantee that the Department will issue Work Orders during the course of the TO. To establish rates for T&M services, the Master Contractor shall provide, in response to this TORFP, fully burdened maximum hourly rates (see Attachment 1F) for each of the corresponding call categories.

- A. The TO Contractor shall be required to respond to the initial DHR request for a Work Order within ten (10) business days or within the timeframe designated by the TO Manager. DHR has ten (10) business days to review and approve. If edits are requested, the TO Contractor has five (5) business days to update and return the Work Order. DHR, then, has another five (5) business days to approve the Work Order. The process shall repeat until DHR is satisfied with the quality of the Work Order.
- B. The TO Contractor's response shall adhere to the OTHS standard response format, (See Attachment 17).
- C. 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.
- D. The TO Manager will issue a NTP after the Work Order is approved and/or interviews are completed.
- E. The TO Contractor shall ensure that all approved personnel have background check completed and will supply the background check affidavit as proof.

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SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

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

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

3.2 SUBMISSION

The TO Proposal shall be submitted by means of one original printed set of the TO Proposal and one original printed set of the TO Financial Proposal, each in a separately sealed envelope with required signatures **AND** (6) printed copies of each, with the Technical Proposal and Financial proposal of each set in separate sealed envelopes, along with separate CD-ROMs containing all documents – one (1) CD ROM containing the Technical Proposal, and one (1) CD-ROM containing the Financial Proposal. The TO Technical Proposal in response to this TORFP shall be titled, “CATS+ TORFP # N00B5400133 Technical.” The TO Financial Proposal in response to this CATS+ TORFP shall be titled, “CATS+ TORFP # N00B5400133 Financial.”

3.3 SUMMARY OF ATTACHMENTS

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

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

- Attachment 2 - Minority Business Enterprise Forms D-1 and D-2
- Attachment 4– Conflict of Interest Affidavit and Disclosure
- Attachment 10 – Non-Disclosure Agreement (Master Contractor)
- Attachment 13 – Living Wage Affidavit of Agreement
- Attachment 14 - Mercury Affidavit
- Attachment 15– Veteran-Owned Small Business Enterprise Utilization Forms V-1A and V-1
- Attachment 16- Certification Regarding Investments in Iran
- Attachment 23 –Certification Regarding Lobbying

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

Attachment 1 Price Sheet

3.4 TO 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. Requirements: A detailed discussion of the Master Contractor’s understanding of the work and the Master Contractor’s capabilities, approach and solution to address the requirements outlined in Section 2 Scope of Work.
3. The Master Contractor shall describe in its TO Proposal its proposed collaboration approach to streamline system maintenance and support activities.
4. 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.
5. 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.
6. Tools the Master Contractor owns and proposes for use to meet any requirements in Section 2.
7. The Master Contractor shall describe its specific workflows and processes to assure that any malfunctioning hard drive requiring replacement shall be returned to DHR for appropriate disposal.

B. Compliance with Offeror’s Company Minimum Qualifications

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

Reference	Offeror Company Minimum Requirement	Evidence of Compliance
2.9.1	At least five (5) years of demonstrated experience providing hardware maintenance services to U.S. based commercial or government entities, supporting at least 8,000 end-users on one (1) contract.	Offeror’s evidence of compliance here.

C. Proposed TORFP Staffing Management

1. Provide a Staffing Management Plan that demonstrates how the Offeror will provide resources in addition to the personnel requested in this TORFP, and how the TO Contractor Personnel shall be managed. Include:
 - a) Planned team composition by role (**Important! Identify specific names and provide history only for the proposed resources required for evaluation of this TORFP**).
 - b) Process and proposed lead time for locating and bringing on board resources that meet TO needs
 - c) Supporting descriptions for all labor categories proposed in response to this TORFP
 - d) Description of approach for quickly substituting qualified personnel after start of TO
2. Provide the names and titles of the Offeror's management staff who will supervise the personnel and quality of services rendered under this TO Agreement.

D. MBE, SBE Participation and VSBE Participation

1. Submit completed MBE documents Attachment 2 - Forms D-1 and D-2.
2. Submit completed VSBE documents Attachment 15 – Forms V-1A and V-1.
3. The Master Contractor shall be a Small Business Enterprise (SBE) certified entity.

E. Subcontractors

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

F. Overall Offeror team organizational chart

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

G. Master Contractor and Subcontractor Experience and Capabilities

1. Provide at least three (3), but no more than five (5) examples of engagements or contracts the Master Contractor has completed that demonstrate its ability to comply with the requirements in 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, e-mail and telephone number (point of contact shall be accessible and knowledgeable regarding experience).
 - c) Services provided as they relate to Section 2 - Scope of Work.
 - d) Start and end dates for each example engagement or contract.
 - e) Current Master Contractor team personnel who participated on the engagement.

- f) If the Master Contractor is no longer providing the services, explain why not.
2. State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any entity of the State of Maryland. For each identified contract, the Master Contractor shall provide the following:
- a) Contract or task order name.
 - b) Name of organization.
 - c) Point of contact name, title, e-mail, and telephone number (point of contact shall be accessible and knowledgeable regarding experience).
 - d) Start and end dates for each engagement or contract. If the Master Contractor is no longer providing the services, explain why not.
 - e) Dollar value of the contract.
 - f) Indicate if the contract was terminated before the original expiration date.
 - g) Indicate if any renewal options were not exercised.

Note - State of Maryland experience can be included as part of Section 1 above as engagement or contract experience. State of Maryland experience is neither required nor given more weight in proposal evaluations.

H. State Assistance

Provide an estimate of expectation concerning participation by State personnel.

I. Confidentiality

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

K. Proposed Facility

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

L. Financial Responsibility and Stability

This section shall contain information to show that the Offeror has the capacity in all respects to perform fully the Contract requirements and the fiscal integrity and reliability to assure good faith performance. Examples of information that may be used to demonstrate requisite responsibility and stability include:

1. Audited financial statements (for Offeror only) for the past three years,

2. Dun and Bradstreet report and rating,
3. Line of Credit from a Financial Institution approved by the State Treasurer, or
4. Evidence of no less than six (6) months of working capital.

If an Offeror that seeks to perform or provide the services required by this TORFP is the subsidiary of another entity, all information submitted by the Offeror, such as but not limited to, references and financial reports, shall pertain exclusively to the Offeror, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Offeror's Proposal shall contain an explicit statement that the parent organization will guarantee the performance of the subsidiary.

In addition, the Offeror shall describe any docketed or adjudicated civil or criminal litigation that could have a financial impact on the company.

All financial information that is not otherwise publicly available, received in response to this section will be maintained as confidential information releasable only to those evaluating the technical Proposal. Other than the Procurement Officer, persons who will be given access to this information for evaluation purposes will have signed a Confidentiality Statement

3.4.2 TO FINANCIAL PROPOSAL

The financial response of the proposal shall include:

- A. A description of any assumptions on which the Master Contractor's TO Financial Proposal is based. Assumptions shall not constitute conditions, contingencies, or exceptions to the Price Sheet.
- B. To be responsive to this TORFP, the Price Sheet (Attachment 1) shall provide appropriate firm fixed prices and the maximum hourly rate for T&M services. Proposed rates are not to exceed the rates defined in the Master Contract for the Master Contract year(s) in effect at the time of the TO Proposal due date.

Only the total yearly fixed rate for the Base and Option periods will be used for evaluation purposes. The T&M rates and fixed prices on Attachments 1-E and 1-F shall be used for the Work Order Process only and will not be used for evaluation purposes.

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SECTION 4 - TASK ORDER AWARD PROCESS

4.1 OVERVIEW

The TO Contractor will be selected from among all eligible Master Contractors within the appropriate Functional Area responding to the CATS+ TORFP. In making the TO Agreement award determination, 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 personnel qualifications shall render a TO Proposal not reasonably susceptible for award:

- A. The Master Contractor's proposed solution and understanding of the TORFP Scope of Work based on the required response with Section 3.4.1.
- B. The overall experience, capability and references for the Master Contractor as described in the Master Contractor's TO Technical Proposal.
- 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 2.10.
- 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.
- B. For TO Proposals deemed technically qualified, the associated TO Financial Proposal will be opened. All others will be deemed not reasonably susceptible for award and the TO Procurement Officer will notify the Master Contractor it has not been selected to perform the work.
- C. Qualified TO Financial Proposal responses will be reviewed and ranked from lowest to highest price proposed.
- D. The most advantageous TO Proposal considering both the technical and financial submissions shall be selected for TO award. In making this selection, technical merit has greater weight.
- E. All Master Contractors submitting a TO Proposal shall receive written notice from the TO Procurement Officer identifying the awardee.

4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

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

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LIST OF ATTACHMENTS

Attachment Label	Attachment Name	Applicable to this TORFP?	Submit with Proposal?*(Submit, Do Not Submit, N/A)
Attachment 1	Price Sheet (Attachments 1A-1F)	Always Applicable	Submit with TO Financial Proposal
Attachment 2	Minority Business Enterprise Participation (Attachments D-1 – D-7)	Applicable	Submit 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	Not Applicable	Do Not Submit with 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)	Always Applicable	Submit with TO Technical Proposal
Attachment 11	Non-Disclosure Agreement (TO Contractor)	Always Applicable	Submit with TO Technical 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	Applicable	Submit with TO Technical Proposal
Attachment 15	Veteran Owned Small Business Enterprise Utilization Affidavit	Applicable	Submit 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	Not 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	Deliverable Name & Response Form	Applicable	Do Not Submit with Proposal
Attachment 23	Certification Regarding Lobbying	Applicable	Submit with TO Technical Proposal
Attachment 24	DHR Office Locations	Applicable	Do Not Submit with Proposal
Attachment 25	DHR Equipment List	Applicable	Do Not Submit with Proposal

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

ATTACHMENT 1A PRICE SHEET FORM (FIXED PRICE)

Fixed Monthly Service Rate	Monthly Proposed Rate	Yearly Proposed Rate
BASE YEAR 1		
Fixed Monthly Rate for NORMAL Requests (up to 125 NORMAL Requests)	\$	\$
Fixed Monthly Rate for CRITICAL Requests (up to 25 CRITICAL Requests)	\$	\$
Year 1 Total		\$
BASE YEAR 2		
Fixed Monthly Rate for NORMAL Requests (up to 125 NORMAL Requests)	\$	\$
Fixed Monthly Rate for CRITICAL Requests (up to 25 CRITICAL Requests)	\$	\$
Year 2 Total		\$
BASE YEAR 3		
Fixed Monthly Rate for NORMAL Requests (up to 125 NORMAL Requests)	\$	\$
Fixed Monthly Rate for CRITICAL Requests (up to 25 CRITICAL Requests)	\$	\$
Year 3 Total		\$
Total Yearly Price for Base Period (Years 1-3)		\$

 Authorized Individual Name

 Company Name

 Title

 Company Tax ID #

 Signature

 Date

ATTACHMENT 1B PRICE SHEET FORM (FIXED PRICE) OPTION 1

Fixed Monthly Service Rate	Monthly Proposed Rate	Yearly Proposed Rate
OPTION YEAR 1		
Fixed Monthly Rate for NORMAL Requests (up to 125 NORMAL Requests)	\$	\$
Fixed Monthly Rate for CRITICAL Requests (up to 25 CRITICAL Requests)	\$	\$
Total Yearly Price for Option Year 1		\$

 Authorized Individual Name

 Company Name

 Title

 Company Tax ID #

 Signature

 Date

ATTACHMENT 1C PRICE SHEET FORM (FIXED PRICE) OPTION 2

Fixed Monthly Service Rate	Monthly Proposed Rate	Yearly Proposed Rate
OPTION YEAR 2		
Fixed Monthly Rate for NORMAL Requests (up to 125 NORMAL Requests)	\$	\$
Fixed Monthly Rate for CRITICAL Requests (up to 25 CRITICAL Requests)	\$	\$
Total Yearly Price for Option Year 2		\$

 Authorized Individual Name

 Company Name

 Title

 Company Tax ID #

 Signature

 Date

ATTACHMENT 1D PRICE PROPOSAL SUMMARY FORM (FIXED PRICE)

Total Proposed Evaluated Fixed Price for Base and Option

Total Proposed Fixed Service Rate (Base + Options)	Total Proposed Rate
Total Yearly Price for Base Period (Years 1-3) from 1A	\$
Total Yearly Price For Option Year 1 from 1B	\$
Total Yearly Price For Option Year 2 from 1C	\$
Total Proposed Evaluated Fixed Price for Base and Option Periods (Years 1-5)	\$

 Authorized Individual Name

 Company Name

 Title

 Company Tax ID #

 Signature

 Date

ATTACHMENT 1E WORK ORDER PRICE PROPOSAL FORM (TIME AND MATERIALS)

A year for this Work Order shall be calculated as one calendar year from NTP.

Labor Rate Maximums: The maximum labor rate that may be proposed for any CATS+ Labor Category shall not exceed the maximum for the CATS+ Master Contract year in effect on the TO Proposal due date.

Job Title from TORFP and CATS+ Labor Category	Maximum Hourly Labor Rate
Year 1	
TO Project Manager	\$
Hardware Maintenance and Support Technician	\$
Network Technician (Junior)	\$
Year 2	
TO Project Manager	\$
Hardware Maintenance and Support Technician	\$
Network Technician (Junior)	\$
Year 3	
TO Project Manager	\$
Hardware Maintenance and Support Technician	\$
Network Technician (Junior)	\$
Year 4	
TO Project Manager	\$
Hardware Maintenance and Support Technician	\$
Network Technician (Junior)	\$
Year 5	
TO Project Manager	\$
Hardware Maintenance and Support Technician	\$
Network Technician (Junior)	\$

Authorized Individual Name

Company Name

Title

Company Tax ID #

Signature

Date

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

ATTACHMENT 1F WORK ORDER PRICE PROPOSAL FORM (FIXED PRICE)

Fixed Additional Service Rate	Proposed Rate per Request
BASE YEAR 1	
Fixed Rate for <u>additional</u> NORMAL Requests beyond the initial 125 NORMAL requests. (Per Request)	\$
Fixed Rate for <u>additional</u> CRITICAL Requests beyond the initial 25 CRITICAL requests (Per Request)	\$
BASE YEAR 2	
Fixed Rate for <u>additional</u> NORMAL Requests beyond the initial 125 NORMAL requests. (Per Request)	\$
Fixed Rate for <u>additional</u> CRITICAL Requests beyond the initial 25 CRITICAL requests (Per Request)	\$
BASE YEAR 3	
Fixed Rate for <u>additional</u> NORMAL Requests beyond the initial 125 NORMAL requests. (Per Request)	\$
Fixed Rate for <u>additional</u> CRITICAL Requests beyond the initial 25 CRITICAL requests (Per Request)	\$
OPTION YEAR 1	
Fixed Rate for <u>additional</u> NORMAL Requests beyond the initial 125 NORMAL requests. (Per Request)	\$
Fixed Rate for <u>additional</u> CRITICAL Requests beyond the initial 25 CRITICAL requests (Per Request)	\$
OPTION YEAR 2	
Fixed Rate for <u>additional</u> NORMAL Requests beyond the initial 125 NORMAL requests. (Per Request)	\$
Fixed Rate for <u>additional</u> CRITICAL Requests beyond the initial 25 CRITICAL requests (Per Request)	\$

Authorized Individual Name

Company Name

Title

Company Tax ID #

Signature

Date

ATTACHMENT 2 - MINORITY BUSINESS ENTERPRISE FORMS

TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING REQUIREMENTS

CATS+ TORFP # **N00B5400133**

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

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

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

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

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

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

____ percent African American ____ percent Asian American
____ percent Hispanic American ____ percent Woman-Owned

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

OR

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

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

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

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

Bidder/Offeror Name
(please print or type)

Signature of Affiant

Name: _____

Title: _____

Date: _____

ATTACHMENT 2 D-2 MBE PARTICIPATION SCHEDULE

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

List Information For Each Certified MBE Subcontractor On This Project

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

Continue on a separate page, if needed.

Summary

Total African-American MBE Participation: _____%

Total Asian American MBE Participation: _____%

Total Hispanic American MBE Participation: _____%

Total Woman-Owned MBE Participation: _____%

Total Other Participation: _____%

Total All MBE Participation: _____%

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

 Bidder/Offeror Name
 (please print or type)

 Signature of Affiant

Name: _____
 Title: _____
 Date: _____

SUBMIT AS INSTRUCTED IN TORFP

ATTACHMENT 2 D-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.N00B5400133, Bidder/Offeror states the following:

1. Bidder/Offeror 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 subcontract opportunities.
3. Bidder/Offeror 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/Offeror assisted MDOT certified MBEs to fulfill or seek waiver of bonding requirements (describe efforts).
5. Select ONE of the following:
 Bidder/Offeror did/did not attend the pre-bid/proposal conference.
 OR
 No pre-bid/proposal conference was held.

 Bidder/Offeror Printed Name By: _____
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 contract with
_____ (subcontractor) to provide services in connection with the Solicitation described below.

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

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

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

Prime Contractor Signature

By: _____

Name, Title

Date

Subcontractor Signature

By: _____

Name, Title

Date

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

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

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

Prime Contractor:		Contact Person:																																											
Address:																																													
City:		State:	ZIP:																																										
Phone:	FAX: Email:																																												
Subcontractor Name:		Contact Person:																																											
Phone:	FAX:																																												
Subcontractor Services Provided:																																													
List all payments made to MBE subcontractor named above during this reporting period: <table border="0"> <thead> <tr> <th></th> <th>Invoice#</th> <th>Amount</th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> <tr> <td>Total Dollars Paid:</td> <td></td> <td></td> </tr> <tr> <td>\$ _____</td> <td></td> <td></td> </tr> </tbody> </table>			Invoice#	Amount	1.			2.			3.			4.			Total Dollars Paid:			\$ _____			List dates and amounts of any outstanding invoices: <table border="0"> <thead> <tr> <th></th> <th>Invoice #</th> <th>Amount</th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> <tr> <td>Total Dollars Unpaid:</td> <td></td> <td></td> </tr> <tr> <td>\$ _____</td> <td></td> <td></td> </tr> </tbody> </table>			Invoice #	Amount	1.			2.			3.			4.			Total Dollars Unpaid:			\$ _____		
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\$ _____																																													
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1.																																													
2.																																													
3.																																													
4.																																													
Total Dollars Unpaid:																																													
\$ _____																																													
**If more than one MBE subcontractor is used for this contract, you must use separate D-5 forms. **Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred):																																													
(TO MANAGER OF APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)		(AGENCY MBE LIASION OR APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)																																											

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

Minority Business Enterprise Participation

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

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

Signature: _____ Date: _____
 (Required)

ATTACHMENT 2 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.

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

Section I (to be completed by PRIME CONTRACTOR)

I hereby certify that the firm of _____
(Name of Prime Contractor)

located at _____
(Number) (Street) (City) (State) (Zip)

on _____ contacted certified minority business enterprise, _____
(Date) (Name of Minority Business) ,

located at _____ ,
(Number) (Street) (City) (State) (Zip)

Is 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# N00B5400133 OF MASTER CONTRACT #060B2490023

This Task Order Agreement (“TO Agreement”) is made this DD of MM, YYYY by and between _____ (TO Contractor) and the STATE OF MARYLAND, 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 the DHR, as identified in the CATS+ TORFP # N00B5400133.
 - b) “CATS+ TORFP” means the Task Order Request for Proposals # N00B5400133, 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 Leah Hinson. 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 Tanya Williams\ . 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 _____.
 - i) “TO Financial Proposal” means the TO Contractor’s financial response to the CATS+ TORFP dated _____.
 - j) “TO Proposal” collectively refers to the TO Technical Proposal and TO Financial Proposal.
2. Scope of Work
 - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supercede the Master Contract.
 - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS+ TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference.
 - a) CATS+ TORFP
 - b) Attachments 1-25
 - c) TO Technical Proposal
 - d) TO Financial Proposal

If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:

- a) The TO Agreement
- b) Exhibit A – CATS+ TORFP
- c) Exhibit B – TO Technical Proposal
- d) Exhibit C – TO Financial Proposal

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

3. Time for Performance

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS+ TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of 3 years, commencing on the date of Notice to Proceed (NTP) and terminating on April 30, 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 April 30, 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:

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

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

Date: _____ By: _____

(Authorized Representative and Affiant)

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

THIS ATTACHMENT IS NOT APPLICABLE TO THIS TORFP.

ATTACHMENT 5A – MINIMUM QUALIFICATIONS SUMMARY

CATS+ TORFP # N00B5400133

*All content on this form must also be on the Personnel Resume Form.
ONLY include information on this summary that supports meeting a minimum qualification.*

THIS ATTACHMENT IS NOT APPLICABLE TO THIS TORFP.

ATTACHMENT 5B – PERSONNEL RESUME FORM
THIS ATTACHMENT IS NOT APPLICABLE TO THIS TORFP.

ATTACHMENT 6 - PRE-PROPOSAL CONFERENCE DIRECTIONS

THIS ATTACHMENT IS NOT APPLICABLE TO THIS TORFP.

ATTACHMENT 7- NOTICE TO PROCEED (SAMPLE)

MM/DD/YYYY

TO Contractor Name

TO Contractor Mailing Address

Re: CATS+ TO Project Number (TORFP #): N00B5400133

Dear TO Contractor Contact:

This letter is your official Notice to Proceed as of TBD for the above-referenced Task Order Agreement. Mr. / Ms. _____ of ___ DHR) 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,

Leah Hinson

Task Order Procurement Officer

Enclosures (2)

cc: Tanya Williams, TO Manager

Procurement Liaison Office, Department of Information Technology

Project Oversight Office, Department of Information Technology

ATTACHMENT 8 - AGENCY RECEIPT OF DELIVERABLE FORM

I acknowledge receipt of the following:

TORFP Title: Hardware Maintenance Services

TO Project Number (TORFP #): N00B5400133

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: _____

TO Contractor's Project Manager Signature Date Signed

ATTACHMENT 9 - AGENCY DELIVERABLE PRODUCT ACCEPTANCE FORM

Agency Name: DHR

TORFP Title: Hardware Maintenance Services

TO Manager: Insert Name

To:

The following deliverable, as required by TO Project Number (TORFP #): #N00B5400133 has been received and reviewed in accordance with the TORFP.

Title of deliverable: _____

TORFP Contract Reference Number: Section # _____

Deliverable Reference ID # _____

This deliverable:

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

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

TO Manager Signature

Date Signed

ATTACHMENT 10 - NON-DISCLOSURE AGREEMENT (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 # N00B5400133 for HARDWARE MAINTENANCE SERVICES. 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. 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 Leah Hinson, DHR on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR'S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than

\$20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.

- 8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

OFFEROR: _____ BY: _____

NAME: _____ TITLE: _____

ADDRESS: _____

ATTACHMENT 11 - NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made as of this ___ day of _____, 20___, by and between the State of Maryland ("the State"), acting by and through its DHR (the “Department”), and _____ (“TO Contractor”), a corporation with its principal business office located at _____ and its principal office in Maryland located at _____.

RECITALS

WHEREAS, the TO Contractor has been awarded a Task Order Agreement (the “TO Agreement”) for Hardware Maintenance Services TORFP No. N00B5400133 dated _____, (the “TORFP) issued under the Consulting and Technical Services procurement issued by the Department, Project Number 060B2490023; and

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

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

1. Confidential Information means any and all information provided by or made available by the State to the TO Contractor in connection with the TO Agreement, regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such. Confidential Information includes, by way of example only, information that the TO Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the TO Agreement.
2. TO Contractor shall not, without the State’s prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information provided by the State except for the sole and exclusive purpose of performing under the TO Agreement. TO Contractor shall limit access to the Confidential Information to the TO Contractor’s Personnel who have a demonstrable need to know such Confidential Information in order to perform under the TO Agreement and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of the TO Contractor’s Personnel are attached hereto and made a part hereof as Exhibit A. Each individual whose name appears on Exhibit A shall execute a copy of this Agreement and thereby be subject to the terms and conditions of this Agreement to the same extent as the TO Contractor. TO Contractor shall update Exhibit A by adding additional names as needed, from time to time.

3. If the TO Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the TO Contractor's performance of the TORFP or who will otherwise have a role in performing any aspect of the TORFP, the TO Contractor shall first obtain the written consent of the State to any such dissemination. The State may grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion.
4. TO Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, to adopt or establish operating procedures and physical security measures, and to take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and to prevent all or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.
5. TO Contractor shall promptly advise the State in writing if it learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of the TO Contractor's Personnel or the TO Contractor's former Personnel. TO Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).
6. TO Contractor shall, at its own expense, return to the Department, all copies of the Confidential Information in its care, custody, control or possession upon request of the Department or on termination of the TO Agreement.
7. A breach of this Agreement by the TO Contractor or by the TO Contractor's Personnel shall constitute a breach of the Master Contract Agreement between the TO Contractor and the State.
8. TO Contractor acknowledges that any failure by the TO Contractor or the TO Contractor's Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the TO Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The TO Contractor consents to personal jurisdiction in the Maryland State Courts. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages from the TO Contractor and the TO Contractor's Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the TO Contractor or any of the TO Contractor's Personnel to comply with the requirements of this Agreement, the TO Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
9. TO Contractor and each of the TO Contractor's Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement and the TO Contractor shall provide originals of such executed Agreements to the State.
10. The parties further agree that:

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

The rights and obligations of the TO Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;

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

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

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

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

TO Contractor/TO Contractor's Personnel:

TO Requesting Agency:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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

Printed Name and Address
of Employee or Agent

Signature

Date

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

ATTACHMENT 12 - TO CONTRACTOR SELF-REPORTING CHECKLIST

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

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

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

SUBMIT AS INSTRUCTED IN TORFP.

ATTACHMENT 13 - LIVING WAGE AFFIDAVIT OF AGREEMENT

Contract No. _____
 Name of Contractor _____
 Address _____
 City _____ State _____ Zip Code _____

If the Contract is Exempt from the Living Wage Law

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

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

If the Contract is a Living Wage Contract

- A. The Undersigned, being an authorized representative of the above named Contractor, hereby affirms our commitment to comply with Title 18, State Finance and Procurement Article, Annotated Code of Maryland and, if required, to submit all payroll reports to the Commissioner of Labor and Industry with regard to the above stated contract. The Bidder/Offeror agrees to pay covered employees who are subject to living wage at least the living wage rate in effect at the time service is provided for hours spent on State contract activities, and to ensure that its Subcontractors who are not exempt also pay the required living wage rate to their covered employees who are subject to the living wage for hours spent on a State contract for services. The Contractor agrees to comply with, and ensure its Subcontractors comply with, the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate established by the Commissioner of Labor and Industry, automatically upon the effective date of the revised wage rate.
- B. _____ (initial here if applicable) The Bidder/Offeror affirms it has no covered employees for the following reasons (check all that apply):
- All employee(s) proposed to work on the State contract will spend less than one-half of the employee's time during every work week on the State contract;
- All employee(s) proposed to work on the State contract will be 17 years of age or younger during the duration of the State contract; or
- All employee(s) proposed to work on the State contract will work less than 13 consecutive weeks on the State contract.

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

Name of Authorized Representative: _____

Signature of Authorized Representative _____

Date: _____ Title: _____

Witness Name (Typed or Printed): _____

Witness Signature and Date: _____

ATTACHMENT 14 - MERCURY AFFIDAVIT

AUTHORIZED REPRESENTATIVE THEREBY AFFIRM THAT:

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

MERCURY CONTENT INFORMATION:

The product(s) offered do not contain mercury.

OR

The product(s) offered do contain mercury.

(1) Describe the product or product component that contains mercury.

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

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

(3) other states; and

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

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

_____ By: _____

Date

Signature

Print Name: _____

Authorized Representative and Affiant

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

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.

SUMMARY OF REPORTS

- V-1A Offeror Acknowledgement of Task Order VSBE Requirements (must be submitted with offer)
- V-1 (Parts 1 and 2) Veteran-Owned Small Business Enterprise Utilization Affidavit and VSBE Participation Schedule (Attachment V-1) (must be submitted with offer)
- V-2 VSBE Subcontractor Project Participation Statement (Attachment V-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)

PURPOSE

The TO Contractor shall structure its procedures for the performance of the work required in this TO to attempt to achieve the VSBE subcontractor participation goal stated in this solicitation. VSBE performance must be in accordance with this TORFP, as authorized by COMAR 21.11.13. The TO Contractor agrees to exercise all good faith efforts to carry out the requirements set forth in Section 1.13 and Attachment 15.

VSBEs must be verified by the Center for Veterans Enterprise of the United States Department of Veterans Affairs. The listing of verified VSBEs may be found at <http://www.vetbiz.gov>.

Solicitation and TO Formation

Offeror shall include with the TO Proposal a completed VSBE Utilization Affidavit and Subcontractor Participation Schedule (Attachment 15 form V-1A and Attachment 15 form V-1) whereby:

1. Offeror acknowledges it: a) intends to meet the VSBE participation goal; or b) requests a full or partial waiver of the VSBE participation goal. If Offeror commits to the full VSBE goal or requests a partial waiver, it shall commit to making a good faith effort to achieve the stated goal.
2. Offeror responds to the expected degree of VSBE participation as stated in the TORFP, by identifying the specific commitment of VSBEs at the time of TO Proposal submission. Offeror shall specify the percentage of TO value associated with each VSBE subcontractor identified on the VSBE Participation Schedule.

If Offeror fails to submit Attachment 15-V-1A and Attachment 15-V-1 with the TO Proposal as required, the TO Procurement Officer may determine that the offer is non-responsive or that the TO Proposal is not reasonably susceptible to be selected for award.

Within 10 Working Days from notification that it is the apparent awardee, the awardee shall provide the following documentation to the TO Procurement Officer.

1. VSBE Subcontractor Project Participation Statement (Attachment 15 form V-2);
2. If the apparent awardee believes a full or partial waiver of the overall VSBE goal is necessary, it must submit a fully-documented waiver request that complies with COMAR 21.11.13.07; and
3. Any other documentation required by the TO Procurement Officer to ascertain Offeror's responsibility in connection with the VSBE subcontractor participation goal.

If the apparent awardee fails to return each completed document within the required time, the Procurement Officer may determine that the apparent awardee is not responsible and therefore not eligible for TO award.

TO Administration Requirements

The TO Contractor, once awarded the TO shall:

1. Submit monthly to DOIT a report listing any unpaid invoices, over 45 days old, received from any VSBE subcontractor, the amount of each invoice, and the reason payment has not been made (Attachment 15 form V-3).
2. Include in its agreements with its VSBE subcontractors a requirement that those subcontractors submit monthly to DOIT a report that identifies the prime contract and lists all payments received from TO Contractor in the preceding 30 days, as well as any outstanding invoices, and the amount of those invoices (Attachment 15 form V-4).
3. Maintain such records as are necessary to confirm compliance with its VSBE participation obligations. These records shall indicate the identity of VSBE and non-VSBE subcontractors employed on the TO, the type of work performed by each, and the actual dollar value of work performed. The subcontract agreement documenting the work performed by all VSBE participants must be retained by the TO Contractor and furnished to the TO Procurement Officer on request.
4. Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the VSBE participation obligations. TO Contractor shall retain all records concerning VSBE participation and make them available for State inspection for three years after final completion of the TO.

At the option of DOIT, upon completion of the TO and before final payment and/or release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from VSBE subcontractors.

**ATTACHMENT 15 - VETERAN SMALL BUSINESS ENTERPRISE REPORTING
REQUIREMENTS**

- 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 Prime 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 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- for the subcontractor the same as the Form V-3 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 TO 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 OFFEROR ACKNOWLEDGEMENT OF TASK ORDER VSBE REQUIREMENTS

This document shall be included with the submittal of the Offeror’s response to the TORFP when the VSBE goal is greater than 0%. If Offeror fails to complete and submit this form with its response to the TORFP, the TO 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 TO Number _____, I affirm the following:

- 1. If I am awarded a TO 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

Signature of Affiant

Printed Name, Title

Address

Date

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

This form and Form V-1A **MUST BE** included with the bid or offer for any TORFP with a VSBE goal greater than 0%. 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 TO Number _____, 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.

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 15V-1 VETERAN-OWNED SMALL BUSINESS ENTERPRISE
UTILIZATION AFFIDAVIT AND VSBE 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 V-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: _____
 Name, Title

By: _____
 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 TO Manager a report of all unpaid invoices received from VSBE subcontractors that are older than 45 days. Submit one report for each VSBE subcontractor working on the Task Order.

Date: _____

Task Order Title: _____ Task Order Number: _____

Prime Contractor Name: _____ Subcontractor Name: _____

Invoice Number	Invoice Date	Invoice Amount	Reason for Non-Payment

Prime 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 TO 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 – CERTIFICATIONS REGARDING INVESTMENTS IN IRAN

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

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

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

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

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

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

CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

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

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____ Title: _____

Witness Name (Typed or Printed): _____

Witness Signature and Date: _____

ATTACHMENT 17 - SAMPLE WORK ORDER

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

ATTACHMENT 18 - PERFORMANCE EVALUATION FORM
THIS ATTACHMENT IS NOT APPLICABLE TO THIS TORFP.

ATTACHMENT 19 - CRIMINAL BACKGROUND CHECK AFFIDAVIT

AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

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

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 this TORFP. Master Contractors hereby agrees to provide security clearance results for any additional candidates at least seven (7) days prior to the date the candidate commences work on this Task Order.

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

Master Contractor

Typed Name

Signature

Date

Submit within 45 days of NTP

This may be changed to submit prior to commencement of work but the agency must account for the time to perform this check when issuing the NTP date.

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	<u>Business Professional</u> Blazers/Suit jackets Collared dress shirts with ties <u>Business Casual</u> 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	<u>Business Professional</u> Blazers/Suit Jackets Blouses Sweaters Collared dress shirts <u>Business Casual</u> Sweaters Cardigan sweaters and sweater sets Turtlenecks Professional sleeveless shirts/sweaters Shirts with modest necklines	T-shirts Tank/spaghetti strap tops Cropped tops Sweatshirts Unprofessional logos Denim or denim-look shirts
Pants/ Skirts	<u>Business Professional</u> Dress/Suit Slacks <u>Business Casual</u> Twill or Corduroy/Docker-type slacks	Jeans/Denim of any color Leather/leather-like pants Cargo pants	<u>Business Professional</u> Dress slacks Suit slacks Dresses of modest cut and lengths Skirts of modest lengths <u>Business Casual</u> Tailored ankle pants Dress Capri pants	Jeans/Denim of any color Leather/leather-like pants Sweatpants Stretch pants/leggings Stirrup pants Shorts Casual Capri pants
Foot wear	Dress/leather/leather-like shoes Dress/leather/leather-like boots	Athletic shoes Hiking boots Flip-flops/thong sandals Casual Sandals Birkenstocks, or similar	Dress shoes Dress open-back mules Dress open-toe shoes Leather flats (loafers, etc.) Dress/leather/leather-like boots	Athletic shoes Hiking boots Flip-flops/thong sandals Casual sandals 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 (1) 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 DELIVERABLE NAME AND RESPONSE FORM
THIS ATTACHMENT IS NOT APPLICABLE TO THIS TORFP.

ATTACHMENT 23 CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Typed Name

Title

Signature

Date

Agency/ Organization

ATTACHMENT 24 DHR OFFICE LOCATIONS

Name	Address	City	ZIP	EST. # OF USERS PER SITE
ALLEGANY COUNTY - SAO	59 PROSPECT SQUARE			15
ALLEGANY COUNTY DSS & CHILD SUPPORT	1 FREDERICK STREET	Cumberland	21052	150
ANNE ARUNDEL COUNTY - LEGISLATIVE OFFICE	45 CALVERT STREET	Annapolis	21401	5
ANNE ARUNDEL COUNTY - CHILD SUPPORT	44 CALVERT STREET	Annapolis	21401	65
ANNE ARUNDEL COUNTY DSS - ANNAPOLIS	80 WEST STREET	Annapolis	21401	150
ANNE ARUNDEL COUNTY DSS - GLEN BURNIE	7500 RITCHIE HIGHWAY	Glen Burnie	21061	150
ANNE ARUNDEL COUNTY DSS - HERITAGE OFFICE	2666 RIVA ROAD	Annapolis	21401	50
ANNE ARUNDEL COUNTY - CHILD ADVOCACY CENTER	41 COMMUNITY PLACE	Crownsville	21032	50
BALTIMORE CITY - CITIZENS REVIEW BOARD	4201 PATTERSON AVENUE	Baltimore	21201	10
BALTIMORE CITY - CHILD SUPPORT (PSI)	1 NORTH CHARLES	Baltimore	21201	25
BALTIMORE CITY - COURTHOUSE EAST	111 N CALVERT STREET	Baltimore	21201	10
BALTIMORE CITY - COURTHOUSE WEST	100 N CALVERT	Baltimore	21201	10
BALTIMORE CITY - OHEP	2700 N CHARLES	Baltimore	21201	40
BALTIMORE CITY - ADMINISTRATION	1910 N BROADWAY	Baltimore	21201	250
BALTIMORE CITY - ADULT SERVICES	300 METRO PLAZA	Baltimore	21201	70
BALTIMORE CITY - LEGAL SERVICES & INSPECTOR GENERAL	100 SOUTH CHARLES	Baltimore	21201	100
BALTIMORE CITY-DSS/CENTRAL OFFICE	1510 GUILFORD AVE	Baltimore	21201	200
BALTIMORE CITY-DSS/HARBOR VIEW CENTER	18 REEDBIRD AVE	Baltimore	21201	70
BALTIMORE CITY - CLOSED RECORDS	428 EAST PRESTON	Baltimore	21201	20
BALTIMORE CITY-DSS & 24X7 CHILD ABUSE HOTLINE	313 GAY STREET	Baltimore	21201	80
BALTIMORE CITY - EVICTION PREVENTION	501 E FAYETTE STREET	Baltimore	21201	10
BALTIMORE CITY-DSS/PENN NORTH CTR	2500 PENNSYLVANIA AVE	Baltimore	21201	100
BALTIMORE CITY-DSS/FAMILY SERVICES	3007 N. BIDDLE STREET	Baltimore	21201	200
BALTIMORE CITY-DSS/HILTON HEIGHTS CTR	500 N. HILTON STREET	Baltimore	21201	150
BALTIMORE CITY - INTAKE & ASSES. R&S	1900 N. HOWARD STREET	Baltimore	21201	250
BALTIMORE CITY-DSS/HARFORD	2000 N. BROADWAY	Baltimore	21201	250

NORTH CENTER				
BALTIMORE CITY-DSS/NORTHWEST CTR	5818 REISTERSTOWN ROAD	Baltimore	21201	150
BALTIMORE CITY-DSS/SOUTHWEST CTR	1223 W. PRATT STREET	Baltimore	21201	150
BALTIMORE CITY-DSS/ORANGEVILLE	3031 E. BIDDLE STREET	Baltimore	21201	200
BALTIMORE CITY - FOSTER CARE/SUPPORT QA	2923 E. BIDDLE STREET	Baltimore	21201	200
BALTIMORE CITY-DSS/CLIFTON-JOHNSTON SQUARE CTR	1920 N. BROADWAY	Baltimore	21201	50
BALTIMORE COUNTY - CHILD SUPPORT	170 RIDGELY ROAD	Lutherville	21093	100
BALTIMORE COUNTY - DHRIS	1100 EASTERN BLVD	Essex	21221	50
BALTIMORE COUNTY - DSS CATONSVILLE	746 FREDERICK ROAD	Catonsville	21228	100
BALTIMORE COUNTY-DSS/DUNDALK	1400 MERRITT BLVD	Dundalk	21222	100
BALTIMORE COUNTY-DSS/ESSEX	439 EASTERN AVENUE	Essex	21221	25
BALTIMORE COUNTY-DSS/REISTERSTOWN ROAD	134 CHARTLEY DRIVE	Reisterstown	21136	50
BALTIMORE COUNTY - SHERIFF'S OFFICE/SAO	401 BOSLEY AVE	Towson	21286	25
BALTIMORE COUNTY -DSS TOWSON	6401 YORK ROAD	Towson	21286	500
CALVERT COUNTY DSS & CHILD SUPPORT	200 DUKE STREET	Prince Frederick	20678	100
CALVERT COUNTY SAO	175 MAIN STREET	Prince Frederick	20678	20
CAROLINE COUNTY DSS	207 S 3RD STREET	Denton	21629	60
CAROLINE COUNTY - CHILD SUPPORT	304 MARKET STREET	Denton	21629	30
CARROLL COUNTY DSS	1232 TECH COURT	Westminster	21157	110
CARROLL COUNTY SAO	55 NORTH COURT	Westminster	21157	10
CECIL COUNTY - CHILD ADVOCACY CENTER	214 1/2 N STREET	Elkton	21921	10
CECIL COUNTY - DOMESTIC VIOLENCE SHELTER	405 BOW STREET	Elkton	21921	10
CECIL COUNTY - HELP CENTER	135 E HIGH STREET	Elkton	21921	10
CECIL COUNTY - INTAKE & OUTREACH	5 BROWN COURT	Elkton	21921	10
CECIL COUNTY DSS & CHILD SUPPORT	170 EAST MAIN STREET	Elkton	21921	150
CHARLES COUNTY DSS & CHILD SUPPORT	200 KENT AVENUE	LaPlata	20646	125
CHARLES COUNTY CHILD SUPPORT/SAO	200 NORTH CHARLES STREET	LaPlata	20646	25
DORCHESTER COUNTY DSS & CHILD SUPPORT	627 RACE STREET	Cambridge	21613	110
FREDERICK COUNTY DSS	100 E. ALL SAINTS STREET	Frederick	21701	175
FREDERICK COUNTY SAO	100 WEST PATRICK STREET	Frederick	21701	25
GARRETT COUNTY DSS & CHILD	12578 GARRETT HIGHWAY	Oakland	21550	50

SUPPORT				
GARRETT COUNTY DSS - SATELLITE OFFICE	28 HERSHBERGER LANE	Grantsville	21536	25
HARFORD COUNTY - WAGE CONNECTION	975 BEARDS HILL ROAD	Aberdeen	21001	60
HARFORD COUNTY DSS	2 S BOND STREET	Bel Air	21014	150
HARFORD COUNTY - CHILD SUPPORT	101 SOUTH MAIN STREET	Bel Air	21014	20
HOWARD COUNTY - CHILD ADVOCACY CENTER	2850 NORTH RIDGE ROAD	Ellicott City	21043	20
HOWARD COUNTY - COMMUNITY ACTION CENTER	6751 COLUMBIA GATEWAY DRIVE	Columbia	21044	20
HOWARD COUNTY DSS & CHILD SUPPORT	7121 COLUMBIA GATEWAY DRIVE	Columbia	21044	160
KENT COUNTY DSS	350 HIGH STREET	Chestertown	21620	40
KENT COUNTY DSS & CHILD SUPPORT	315 HIGH STREET	Chestertown	21620	20
MONTGOMERY COUNTY CHILD SUPPORT	51 MONROE STREET	ROCKVILLE	20850	60
PRINCE GEORGES COUNTY - Contractor provided site for DSS emp	1200 MERCANTILE LANE	LARGO	20774	10
PRINCE GEORGE COUNTY - DSS	925 BRIGHTSEAT ROAD	Landover	20785	160
PRINCE GEORGES COUNTY - DSS	805 BRIGHTSEAT ROAD	Landover	20785	120
PRINCE GEORGE COUNTY - DSS	6505 BELCREST RD	Hyattsville	20782	120
PRINCE GEORGES COUNTY - DSS & CHILD SUPPORT	4235 28TH AVENUE	Temple Hills		200
PRINCE GEORGE COUNTY - DSS/OHEP	425 BRIGHTSEAT ROAD	Landover	20785	160
PRINCE GEORGES COUNTY - CHILD SUPPORT	14375 MAIN STREET	Upper Marlboro	20772	25
PRINCE GEORGES COUNTY -CAC & DOMESTIC VIOLENCE	3001 HOSPITAL DRIVE	Landover	20785	5
QUEEN ANNE COUNTY DSS & CHILD SUPPORT	125 COMET	Centreville	21617	75
SOMERSET COUNTY DSS & CHILD SUPPORT	30397 MT VERNON ROAD	Princess Anne	21853	85
ST. MARY'S COUNTY DSS	21775 GREAT MILLS	Lexington Park	20654	55
ST. MARY'S COUNTY DSS & CHILD SUPPORT	23110 LEONARD HALL DRIVE	Leonardtown	20650	55
ST. MARY'S COUNTY SAO	41605 WASHINGTON STREET			10
TALBOT COUNTY DSS & CHILD SUPPORT	301 BAY STREET	Easton	21601	100
WASHINGTON COUNTY- CHILD ADVOCACY CTR	24 W WALNUT ST	Hagerstown	21740	10
WASHINGTON COUNTY DSS & CHILD SUPPORT	122 NORTH POTOMAC	Hagerstown	21740	200
WASHINGTON COUNTY FAMILY CENTER	221 MC RAND COURT	Hagerstown		20
WICOMICO COUNTY DSS	201 BAPTIST STREET	Salisbury	21801	145
WICOMICO COUNTY - CHILD SUPPORT & JOB CENTER	31901 TRI COUNTY WAY	Salisbury	21801	30

WORCESTER COUNTY DSS	299 COMMERCE STREET	Snow Hill	21863	55
WORCESTER COUNTY - CHILD ADVOCACY CENTER	9714 HEALTH WAY	Berlin		20
WORCESTER COUNTY - DSS & CHILD SUPPORT	422 WEST MARKET STREET			25
DHR HEADQUARTERS	311 WEST SARATOGA STREET	BALTIMORE	21201	800

ATTACHMENT 25 DHR IT EQUIPMENT LIST

The FY2013 DHR IT EQUIPMENT LIST is included as a separate document.