



Consulting and Technical Services+ (CATS+)

Task Order Request for Proposals (TORFP)

Programming, Network & Server Support

CATS+ TORFP #
Q00B4400054

**DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONAL SERVICES (DPSCS)
INFORMATION TECHNOLOGY AND COMMUNICATIONS DIVISION (ITCD)**

ISSUE DATE: January 27, 2014

NOTICE

A prospective Offeror that has received this document from the DPSCS website or <https://emaryland.buyspeed.com/bsol/>, or that has received this document from a source other than the TO Procurement Officer, and that wishes to assure receipt of any changes or additional materials related to this TORFP, should immediately contact the TO Procurement Officer and provide the prospective Offeror's name and mailing address so that addenda to the TORFP or other communications can be sent to the Prospective Offeror.

MINORITY BUSINESS ENTERPRISES ARE ENCOURAGED TO RESPOND TO THIS SOLICITATION

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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 areas under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. Master Contractors choosing not to submit a proposal must submit a Master Contractor Feedback form. The form is accessible via, your CATS+ Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu. 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.

TORFP Title:	Programming, Network & Server Support
Functional Area:	Functional Area 1 – Enterprise Service Provider
TORFP Issue Date:	January 27, 2014
Closing Date and Time:	February 18, 2014 at 2:00PM EST
Questions Due Date and Time:	February 10, 2014 at 2:00PM EST
TORFP Requesting Agency:	Dept. of Public Safety and Correctional Services (DPSCS), Information Technology & Communications Division (ITCD)
Send Questions and Proposals to:	Arthur E. Petersen, Jr., Procurement Officer aepetersen@dpscs.state.md.us
TO Procurement Officer:	Arthur E. Petersen, Jr. DPSCS/ITCD 6776 Reisterstown Rd., Suite 211 Baltimore MD 21215 Phone: 410-585-3116 Fax: 410-358-8671 e-mail: aepetersen@dpscs.state.md.us
TO Manager:	Kevin Combs, PMP DPSCS/ITCD 6776 Reisterstown Rd., Suite 209 Baltimore MD 21215 Phone: 410-585-3102 Fax: 410-358-8671 e-mail: ckcombs@dpscs.state.md.us
TO Project Number:	Q00B4400054
TO Type:	Time and Materials/ Based on Work Orders Not to Exceed 15,000 hours/year
Period of Performance:	July 1, 2014 – June 30, 2019
MBE Goal:	30% with sub-goals for Women-owned of 8%, African American-owned of 7% and Hispanic American-owned of 2%
Small Business Reserve (SBR):	No
Primary Place of Performance:	Department of Public Safety and Correctional Services Information Technology & Communications Division 6776 Reisterstown Rd., Suite 209 Baltimore, MD 21215
TO Pre-proposal Conference:	February 3, 2014 @ 10:00AM Department of Public Safety and Correctional Services Information Technology & Communications Division 6776 Reisterstown Rd., Conference Room 200 Baltimore, MD 21215 See Attachment 7 for directions.

SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

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.

The TO Manager has the primary responsibility for the management of the work performed under the TO Agreement; administration functions, including issuing written directions; ensuring compliance with the terms and conditions of the CATS+ Master Contract; and, in conjunction with the selected Master Contractor, achieving on budget/on time/on target (e.g., within scope) completion of the Scope of Work.

1.2 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.

1.3 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the date and exact time stated in the Key Information Summary Sheet above. The date and time of submission is determined by the date and time of arrival in the TO Procurement Officer's e-mail box. The TO Proposal is to be submitted via e-mail, not to exceed 8 MB, as two (2) attachments in MS Word format 2007 or later. The "subject" line in the e-mail submission shall state the **TORFP #Q00B4400054**. The first file will be the TO Technical Proposal for this TORFP titled, "**CATS+ TORFP # Q00B4400054 Technical**". The second file will be the TO Financial Proposal for this CATS+ TORFP titled, "**CATS+ TORFP # Q00B4400054 Financial**". The following proposal documents must be submitted with required signatures as .PDF files with signatures clearly visible:

- Attachment 1 – Price Proposal
- Attachment 2 - MBE Forms D-1 and D-2
- Attachment 5 - Conflict of Interest and Disclosure Affidavit
- Attachment 6 - Labor Classification Personnel Resume Summary
- Attachment 14 – Living Wage Affidavit of Agreement
- Attachment 15 – Certification Regarding Investments in Iran

1.4 ORAL PRESENTATIONS AND INTERVIEWS

All Master Contractors and proposed staff will be required to make an oral presentation to State representatives. Interviews will be conducted at the 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 Contract is awarded. The Procurement Officer will notify Master Contractor of the time and place of oral presentations and interviews.

1.5 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.**

1.6 CONFLICT OF INTEREST

The TO Contractor awarded the TO Agreement shall provide IT technical and/or consulting services for State agencies or component programs with those agencies, and shall do so impartially and without any conflicts of interest. Each Master Contractor shall complete and include a Conflict of Interest Affidavit and Disclosure (Attachment 5) with its TO Proposal. If the TO Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the TO Procurement Officer may reject a Master Contractor's TO Proposal under COMAR 21.06.02.03B.

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

1.7 NON-DISCLOSURE AGREEMENT

Certain system documentation may be available for potential Offerors to review at a reading room at 6776 Reisterstown Rd., Suite 211, Baltimore MD 21215. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) (Attachment 11). Please contact the TO Procurement Officer of this TORFP to schedule an appointment.

In addition, certain documentation may be required by the TO Contractor awarded the TO Agreement in order to fulfill the requirements of the TO Agreement. The TO Contractor, employees and agents who review such documents shall be required to sign, including but not limited to, a Non-Disclosure Agreement (TO Contractor) (Attachment 12).

1.8 LIMITATION OF LIABILITY CEILING

Pursuant to Section 27 (C) of the CATS+ Master Contract, the limitation of liability per claim under this TORFP shall not exceed the total TO Agreement amount.

1.9 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 CATS+ TO. This process shall typically apply to active TOs for operations and maintenance services valued at \$1 million or greater, but all CATS+ TOs are subject to review.

Attachment 13 is a sample of the TO Contractor Self-Reporting Checklist. DoIT will send initial checklists out to applicable TO Contractor approximately three months after a TO award date. The TO Contractor shall complete and return the checklist as instructed on the checklist. Subsequently, at six month intervals from the due date on the initial checklist, the TO Contractor shall update and resend the checklist to DoIT.

1.10 QUESTIONS

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

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

1.11 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 interested Offerors are encouraged to attend in order to facilitate better preparation of their proposals.

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

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

In order to assure adequate seating and other accommodations at the pre-proposal conference, please email the 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. The DPSCS will make reasonable efforts to provide such special accommodation.

1.12 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 will be initiated. 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.

1.13 TRAVEL REIMBURSEMENT

The TO contractor will not be reimbursed for travel expenses.

1.14 IRANIAN NON-INVESTMENT

A proposal submitted by an Offeror shall be accompanied by a completed Certification Regarding Investments in Iran. A copy of this Certification is included as Attachment 15 of this TORFP.

1.15 LIVING WAGE

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

All TO Proposals submitted by an Offeror shall be accompanied by a completed Living Wage Affidavit of Agreement. See Attachment 14 for a copy of the Living Wage Affidavit of Agreement.

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SECTION 2 SCOPE OF WORK

2.1 PURPOSE

DPSCS/ITCD is issuing this CATS+ TORFP to obtain a contract with one Master Contractor to meet DPSCS's requirements for labor expertise for Network, Server and Programming Support Services not to exceed 15,000 hours annually as more fully described in this CATS+ TORFP for project-based work on an as-needed basis during the term of the contract and in accordance with the Work Order Process in Section 2.12.

As part of the evaluation of the proposal for this TO, Master Contractors shall propose **up to four (4) named resources** and shall describe in a Staffing Plan how additional resources will be acquired to meet the needs of DPSCS. DPSCS expects four (4) resources to be available as of TO Award and DPSCS will initiate a work order to describe the specific scope of work for these resources upon award of this TO.

2.2 REQUESTING AGENCY BACKGROUND

The DPSCS has a multitude of smaller business units that perform a variety of functions associated with a comprehensive correctional system. DPSCS also interacts with various local, State, and federal agencies. The ITCD is responsible for all aspects of Information Technology (IT) and Communications within DPSCS. This includes deploying, maintaining, and administering all computer, network, and communication functions. ITCD is also responsible for establishing connectivity to several ITCD maintained criminal justice databases for outside agencies (State, County, and federal). All connectivity is handled via closed circuits or virtual private network (VPN) tunnels via the Internet. In all cases, criminal data transfer and communications is encrypted.

2.3 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; administration functions, including issuing written directions; ensuring compliance with the terms and conditions of the CATS+ Master Contract.

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

- **TO Contractor** – The CATS+ Master Contractor awarded the TO Agreement. The TO Contractor shall provide human resources as necessary to perform the services described in this TORFP Scope of Work and in accordance with Work Order process in Section 2.11.
- **TO Contractor Manager** - TO Contractor Manager shall 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 staff. The TO Contractor Manager will serve as liaison between the TO Manager and the senior TO Contractor management.

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

- TO Contractor Support Personnel – Any resource provided by the TO Contractor at DPSCS’s request.

2.4 REQUIREMENTS

On an as-needed basis, ITCD will request, via Work Order, from the TO Contractor a resource in the appropriate labor category to perform the following services that are listed in this section. The TO Manager will initiate Work Order Requests to complete critical ITCD projects that affect daily Departmental operations. Please note that the below requirements areas are specific to ITCD. TO Contractor shall determine and propose the CATS+ labor categories required to support this TORFP, and shall at the Work Order level identify the appropriate resource and labor category to fulfill that Work Order.

2.4.1 ITCD PROGRAMMING SUPPORT SERVICES:

1. The TO Contractor shall create reports from one or more databases
2. The TO Contractor shall modify existing programs or reports
3. The TO Contractor shall develop new program coding
4. The TO Contractor shall provide user acceptance testing (UAT)
5. The TO Contractor shall provide user and system documentation

2.4.2 ITCD NETWORK AND SERVERS SUPPORT SERVICES:

1. The TO Contractor shall modify configurations on current servers, routers, firewalls, and switches
2. The TO Contractor shall set-up and configure new servers, routers, firewalls, and switches
3. The TO Contractor shall perform health checks, maintenance, optimization and support for VMware server infrastructure
4. The TO Contractor shall modify and create new updates rules using Microsoft SQL Server Management Studio (SSMS)
5. The TO Contractor shall modify and create new Microsoft Exchange nodes
6. The TO Contractor shall perform Active Directory maintenance, optimization, and support
7. The TO Contractor shall perform security vulnerability assessments of specified network server devices using TO Contractor provided tools
8. The TO Contractor shall troubleshoot issues with existing network, routers, switches, servers, or firewall configurations
9. The TO Contractor shall provide user and system documentation
10. The TO Contractor shall provide contact information for after-hours support

2.4.3 SERVICE LEVEL AGREEMENT

The TO Contractor shall be required to adhere to a Service Level Agreement (SLA) with specified problem response requirements based on problem severity and mandatory minimum response times. The SLA table below presents the minimum requirements that the TO Contractor shall meet. The TO Contractor may propose an alternative SLA for consideration that exceeds these minimums.

Service Levels	Phone Response	On-Site Response	Response Availability	Comments
Urgent	15 minutes	1 hour	7 days/week, 24 hours a day	
High	1 hour	4 hours	7 days/week, 24 hours a day	

Normal	1 hour	1 work day	5 days/week, Mon-Fri, 8AM-5PM	On-site response to calls received after 1PM may be by 9AM the next morning
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2.5 DELIVERABLES

2.5.1 DELIVERABLE DESCRIPTIONS / SUBMISSION PROCESS /ACCEPTANCE CRITERIA

For each written deliverable, draft, and final, the TO Contractor shall submit to the TO Manager one hard copy and one electronic copy compatible with Microsoft Office 2007, Microsoft Project 2007 and/or Visio 2007. A draft written deliverable may contain limited structural errors such as poor grammar, misspellings or incorrect punctuation, but shall:

- Be presented in a format appropriate for the subject matter and depth of discussion.
- Be organized in a manner that presents a logical flow of the deliverable’s content.
- Represent factual information reasonably expected to have been known at the time of submittal.
- Present information that is relevant to the section of the deliverable being discussed.
- Represent a significant level of completeness towards the associated final written deliverable that supports a concise final deliverable acceptance process.
- All documentation/diagrams provided by the TO Contractor are to abide by DPSCS formatting and standards. DPSCS has the final say on all formatting, branding, and structure.

Upon completion of a deliverable, the TO Contractor shall document each deliverable in final form to the TO Manager for acceptance. The TO Contractor shall memorialize such delivery in an Agency Receipt of Deliverable Form (Attachment 9). The TO Manager shall countersign the Agency Receipt of Deliverable Form indicating receipt of the contents described therein.

Upon receipt of a final deliverable, the TO Manager shall commence a review of the deliverable as required to validate the completeness and quality in meeting requirements. Upon completion of validation, the TO Manager shall issue to the TO Contractor notice of acceptance or rejection of the deliverables in an Agency Acceptance of Deliverable Form (Attachment 10). Accepted deliverables shall be invoiced within 30 days in the applicable invoice format (Reference 2.15 Invoicing). In the event of rejection, the TO Contractor shall correct the identified deficiencies or non-conformities. Subsequent project tasks may not continue until deficiencies with a deliverable 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. Once the State’s issues have been addressed and resolutions are accepted by the TO Manager, the TO Contractor shall incorporate the resolutions into the deliverable and resubmit the deliverable for acceptance.

A written deliverable defined as a final document shall satisfy the scope and requirements of this TORFP for that deliverable. Final written deliverables shall not contain structural errors such as poor grammar, misspellings or incorrect punctuation, and shall:

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

2.5.2 USER AND SYSTEM DOCUMENTATION:

Acceptable user and system documentation shall:

- List the prerequisites for each feature.
- Illustrate each feature of the product in a context recognizable to readers.
- Lead the reader in small steps from simple uses to complex uses.
- Cross-reference between high-level concepts (such as user tasks and programming models) and lower-level concepts (such as system prerequisites and product features).
- Reflect changes in the product through its lifetime; e. g. version numbers
- Use terms appropriate for its readers.
- Offer the right amount of general background information.
- Use a format and a layout on the page or screen that it is easy to follow.
- Remain free of typographical, grammatical and contextual errors.
- Include updates to System Administrator and end user training materials as necessary
- Provide documentation of known defects and appropriate work-arounds; protocols for problem resolution and escalation

2.5.3 BI-WEEKLY STATUS REPORT:

The TO Contractor and the DPSCS shall conduct bi-weekly progress meetings. A bi-weekly project progress report shall be submitted five (5) days in advance prior to the discussion to the TO Manager and shall contain, at a minimum, the following information:

- DPSCS name, TO Agreement number, functional area name and number, reporting period and “Progress Report” to be included in the e-mail subject line.
- Work accomplished during the monthly period.
- Deliverable progress, as a percentage of completion.
- Problem areas, including scope creep or deviation from the work plan.
- Planned activities for the next reporting period.
- Gantt chart updated from the original to show actual progress; as applicable, explanations for variances and plan for completion on schedule.
- An accounting report for the current reporting period and a cumulative summary of the totals for both the current and previous reporting periods. The accounting report shall include amounts invoiced-to-date and paid-to-date.
- Assigned work efforts and status (completed, in progress, on-hold) and issues identified.
- Emergency work efforts and issues identified.
- Proposed activities for the upcoming workweek.
- Hours worked by individual TO Contractor personnel.

2.5.4 PROJECT STAFFING:

The TO Contractor shall be responsible for providing, on a continual basis for all assigned tasks depicted in the work order request the personnel required on an as needed basis in this TORFP within the timeframe required as specified by the TO Manager. Note that all TO Contractor staff members shall undergo and pass a fingerprint background check. Fingerprint background checks will be administered at the DPSCS office located at 6776 Reisterstown Road.

Resource types for this procurement include but not limited to:

1. Senior Database Manager
2. Senior Applications Programmer
3. Applications Development Expert

4. Senior Network Engineer
5. Senior Systems Engineer
6. Senior System Analyst
7. Senior Computer Security Systems Specialist
8. Technical Writer/ Editor
9. Testing Specialist
10. Project Manager

2.5.5 VULNERABILITY ASSESSMENT:

Vulnerability assessments shall be performed according to the following steps:

1. Cataloging assets and capabilities (resources) in a system
2. Assigning quantifiable value (or at least rank order) and importance to those resources
3. Identifying the vulnerabilities or potential threats to each resource
4. Mitigating or eliminating the most serious vulnerabilities for the most valuable resources
5. Evaluating vulnerabilities with subject matter experts
6. Performing all necessary scheduling and documentation for performing vulnerability assessment in any particular environment
7. Identifying vulnerabilities by environment: development, testing, production
8. Mapping vulnerabilities to prior vulnerability assessments performed either by TO Contractor or by other authorized groups
9. Developing a mitigation plan, in conjunction with Agency resources, for longer-term changes to eliminate vulnerabilities.

2.6 DELIVERABLES TABLE:

The work to be performed under this TORFP is work-order driven. As such each work-order will have unique deliverables and corresponding acceptance criteria. The deliverables and acceptance criteria in the following table are generalized for the category of work under which a work-order may be issued.

ID	DELIVERABLE	DUE DATE / FREQUENCY	ACCEPTANCE CRITERIA
2.6.2	User and System Documentation	Due one week after end of a Work Order	See Sec. 2.5.2
2.6.3	Bi-Weekly Status Report	Due COB Friday	See Sec. 2.5.3
2.6.4	Project Staffing Plan (per Work Order Request)	NTP + 3 Business Days	See Sec. 2.5.4
2.6.5	Vulnerability Assessments	As assigned in the work order.	See Sec. 2.5.5

2.7 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES

The TO Contractor shall be required to comply with all applicable laws, regulations, policies, standards, and guidelines affecting information 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 project execution. The following policies, guidelines, and methodologies may be found at <http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx> under “Policies and Guidance.” These may include, but are not limited to:

- The State’s System Development Life Cycle (SDLC) methodology
- The State IT Security Policy and Standards
- The State IT Project Oversight

- The State of Maryland Enterprise Architecture
- The TO Contractor shall follow the project management methodologies that are consistent with the Project Management Institute's Project Management Body of Knowledge Guide. TO Contractor's staff and subcontractors are to follow an approved consistent methodology for all TO activities.

2.8 TO CONTRACTOR MINIMUM QUALIFICATIONS

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

- TO Contractor firm shall have at least one (1) past experience providing Enterprise IT support services for organizations in excess of 5,000 end users
- TO Contractor shall have a minimum of 50 full time employees.
- TO Contractor shall have three (3) years providing networking, programming, and server support services.

2.9 TO CONTRACTOR KEY PERSONNEL MINIMUM QUALIFICATIONS

Master Contractors shall propose up to four (4) key personnel in response to this TORFP that meet minimum qualifications and describe in a Staffing Plan how the remaining staffing requirements will be fulfilled.

For the key personnel proposed under this TORFP, the Master Contractor's proposed resources shall meet all minimum qualifications for the labor category proposed, as identified in the CATS+ Master Contract Section 2.10 plus the following minimum qualifications. Key Personnel proposed in response to this TORFP shall be available to start as of TO Award. ITCD has final approval of all TO Contractor resources on all projects.

Roles described below shall meet

2.9.1 SENIOR NETWORK ENGINEER

At least three (3) years of experience with all of the following:

- CISCO Routers and Switches configuration
- Checkpoint Firewall configuration
- TCPIP Implementation and Configuration.

2.9.2 SENIOR SYSTEMS ENGINEER

At least three (3) years of experience with all of the following:

- Microsoft Windows Server 2000 through 2008, Microsoft SQL Server 2000+ (within a SQL Server Cluster), Microsoft Domain Controllers, DHCP, IIS, and Active Directory Servers, Microsoft Exchange Server 2010 (clustered environment), Microsoft SharePoint 2007/2010, Oracle Database 10g and higher.
- IBM VMWare in a Blade Server Environment, AIX, Citrix (Server Farm Environment), Mobile Iron.
- Orion Solar winds, ISA, WINS, WSUS, Symantec Anti-Virus, NetOp,
- VMware VCP Certified, Z/OS version 1.9+.
- Oracle Business Intelligence Servers, IBM Blade Servers, UNIX Server, Dell Servers (various models).

- EDL 4200 Virtual Tape Library, TSM Back-up Services (AIX), IBM XIV SAN Environment, IBM Mainframe System (IBM-2086-A04 setting 320).

2.9.3 SENIOR APPLICATIONS PROGRAMMER

At least three (3) years of experience developing applications with all of the following:

- ASP.Net,
- VB.Net,
- CSS,
- VB Script,
- JavaScript,
- HTML,
- SQL, and
- XML/XSL,
- IBM MQ Series (Web Sphere MQ),
- WID(Web sphere Integration Developer), WBI MB(Web sphere Business Integration Message Broker), WBI Adapters, RAD(Rational Application Developer) and WAS(Web sphere Application Server) on various platforms like Windows, Linux and Unix
- Web Sphere MQ workflow, Remedy Application Suite (version 7.0 and higher)
- Oracle Business Intelligence – 10.0 and higher.
- SAML, NIST, NIEM programming and compliance.

2.10 TO CONTRACTOR PERSONNEL OTHER REQUIREMENTS

The Master Contractor shall supply individuals with the following skills upon Work Order request by DPSCS.

- For additional personnel provided after TO award, personnel shall meet the qualifications for the labor category described in Section 2.12.1 above or in the requirements listed in this section.
- For additional personnel provided after TO award, Master Contractor's resources shall meet all minimum qualifications for the labor category selected, as identified in the CATS+ Master Contract Section 2.10.

2.10.1 SENIOR DATABASE MANAGER

At least three (3) years of experience with all of the following:

- SQL Server 2000 and higher or Oracle using SQL with ASP.Net,
- SQL / Oracle,
- SOAP,
- Web services,
- SOA,
- UML,
- Oracle Database 10g & Oracle11g,
- PL/SQL ,
- DB2, and

2.10.2 IMS.APPLICATIONS DEVELOPMENT EXPERT

At least three (3) years of experience with all of the following:

- ASP.Net

- VB.Net
- CSS,
- VB Script,
- JavaScript,
- HTML,
- SQL, and
- XML/XSL,
- IBM MQ Series (Web Sphere MQ),
- WID(Web sphere Integration Developer), WBI MB(Web sphere Business Integration Message Broker), WBI Adapters, RAD(Rational Application Developer) and
- WAS(Web sphere Application Server) on various platforms like Windows, Linux and Unix
- Web Sphere MQ workflow, Remedy Application Suite (version 7.0 and higher)
- Oracle Business Intelligence – 10.0 and higher.
- SAML, NIST, NIEM programming and compliance, Java / J2EE, Proficiency in JAVA, SWING, J2EE, EJB, JSP, XML, UNIX Shell Scripting

2.10.3 SENIOR SYSTEM ANALYST

At least three (3) years of experience with all of the following:

- AIX, Citrix (Server Farm Environment), Mobile Iron, Orion Solar winds, ISA, WINS, WSUS, Symantec Anti-Virus, NetOp, VMware VCP Certified, Z/OS version 1.9+.

2.10.4 SENIOR COMPUTER SECURITY SYSTEMS SPECIALIST

At least three (3) years of experience with all of the following:

- Providing security scans and penetration tests.
- Holding a current CISPP Certification.

2.10.5 TECHNICAL WRITER/ EDITOR

At least three (3) years of experience with all of the following:

- Preparing, writing, editing and publishing technical documents.

2.10.6 TESTING SPECIALIST

At least three (3) years of experience with all of the following:

- Performing system testing. This includes preparation of UAT documents, scripting, and hands-on testing.

2.10.7 PROJECT MANAGER

At least three (3) years of experience with all of the following:

- Overseeing a project team of five (5) or more resources.
- Holding a current PMP Certification

2.11 WORK ORDER RESPONSIBILITIES

Work Orders shall be issued under this TORFP to the TO Contractor on an as-needed basis for providing Network, Server and Programming Support Services under this contract.

DPSCS shall issue a Work Order Request (See Sample Work Order Form, Attachment 4) assignment to the TO Contractor identifying the scope and restrictions of the effort to be completed. A Work Order could include, but is not limited to, network security enhancements, application development, server support, hardware deployment, systems engineering and other defined support services.

The TO Contractor shall be responsible for developing a requirements definition resulting from the review session(s), as a vehicle to verify, document, and maintain the results of each session.

The TO Contractor shall also develop an implementation plan according to the DPSCS approved direction resulting from the review session(s), complete the Work Order assignment, and review and test the completed assignment with the customer prior to promotion from TO Contractor development environment to the testing and to the production environments located at DPSCS.

Once the assignment is finished, the TO Contractor shall finalize any documentation and submit to the DPSCS TO Manager as described in Section 2.5.1.

2.12 WORK ORDER REQUESTS

The TO Manager shall, on an as-needed basis, issue work to the TO Contractor using this Work Order process. The Work Order process is applicable on all tasks, services and materials under this TORFP. The process for a Work Order request is as follows:

- 1) The TO Manager shall email a Work Order Request (Attachment 4) to the TO Contractor. The request may include, but not be limited to:
 - a. technical requirements and description of the services/materials needed;
 - b. performance objectives and/or deliverables, as may be applicable;
 - c. due date and time for submitting a response to the request;
 - d. performance testing period; and
 - e. other specific information as requested from the TO Contractor.
- 2) The TO Contractor shall respond by email to the TO Manager to the Work Order. The TO Contractor shall e-mail a response to the TO Manager within the specified time and cost (using Price Proposal – Attachment 1) and include at a minimum:
 - a. a response that details the TO Contractor’s understanding of the requirement;
 - b. a description of the proposed work plan in narrative format including time schedules, and if required a WBS chart. This description shall include a schedule of resources including proposed subcontractors and related tasks, including an explanation of how tasks will be completed.
 - c. Identification of those activities or phases that can be completed independently or simultaneously versus those that must be completed before another activity or phase can commence.
 - d. The personnel resources, including those of DPSCS and subcontractors, estimated hours to complete the task, and materials (hardware, software, others).
- 3) The TO Manager will review the response and will either approve the work or contact the TO Contractor to obtain additional information, clarification or revision to the work.
- 4) Once satisfied, the TO Manager will then email the TO Contractor with approval to proceed. If the TO Contractor and TO Manager cannot reach an agreement on the Work Order, TO Manager may assign to next TO Contractor in line for work.
- 5) The TO Contractor shall submit a project staffing plan within three (3) business days following the issuance of the notice to proceed (NTP) for a Work Order Request.
- 6) 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.

7)

2.13 WORK ORDER BI-WEEKLY STATUS REPORTING

- The TO Contractor shall provide a bi-weekly progress report spreadsheet to the TO Manager for each project that establishes a timeline for execution and completion. Project progress shall be reported for and measured against these elements including but not limited to the following information/elements: Project title and functional areas
- Total man-hours for project
- Staff deployment
- Project milestones
- Hours and tasks completed versus hours and tasks allotted for the reporting period
- Remaining hours to be completed for unfinished tasks and when those tasks will be completed during the next reporting period
- Tasks and hours to be completed during the next reporting period not including overages from previous period
- Problems and challenges encountered during the reporting period and their impact on project completion and an action plan for addressing those issues.

2.14 RETAINAGE

The Department shall withhold ten percent (10%) of the total Work Order value due to the TO Contractor until all deliverables as defined by the Work Order have been received and accepted by the TO Manager.

2.15 INVOICING

Payment will only be made upon completion and acceptance of the deliverables defined in Section 2.5. Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS+ Master Contract. A proper invoice for payment shall contain the TO Contractor's Federal Tax Identification Number, as well as the information described below, and must be submitted to the TO Manager for payment approval. Payment of invoices will be withheld if a signed Acceptance of Deliverable—(Attachment 10) is not submitted.

The TO Contractor shall submit invoices for payment upon acceptance of separately priced deliverables, on or before the 15th day of the month following receipt of the approved notice(s) of acceptance from the TO Manager. A copy of the notice(s) of acceptance shall accompany all invoices submitted for payment.

2.15.1 INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

- A) The invoice shall identify the Department of Public Safety and Correctional Services, Information Technology & Communications Division (DPSCS/ITCD), include a deliverable description, associated TO Agreement number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number.
- B) The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees and any subcontractor and signed Acceptance of Deliverable (Attachment 10), for each deliverable being invoiced) submitted for payment to the DPSCS/ITCD at

the following address: DPSCS/ITCD, Finance Unit, 6776 Reisterstown Rd., Suite 211, Baltimore, MD 21215.

- C) Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

2.15.2 MBE PARTICIPATION REPORTS

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. The TO Contractor shall provide a completed MBE Participation form (Attachment 2, Form D-5) to DPSCS/ITCD at the same time the invoice copy is sent. The TO Contractor shall ensure that each MBE Subcontractor provides a completed MBE Participation Form (Attachment 2, Form D-6). Subcontractor reporting shall be sent directly from the subcontractor to DPSCS/ITCD. DPSCS/ITCD will monitor both the TO Contractor’s efforts to achieve the MBE participation goal and compliance with reporting requirements. The TO Contractor shall email all completed forms, copies of invoices and checks paid to the MBE directly to the TO Procurement Officer and TO Manager.

2.16 PERFORMANCE AND PERSONNEL

2.16.1 WORK HOURS

- **Business Hours Support:** The TO Contractor’s collective assigned personnel shall support core business hours (8:00 AM to 5:00 PM), Monday through Friday except for State holidays, Service Reduction days, and Furlough days observed by the Agency. TO Contractor personnel may also be required to provide occasional support outside of core business hours, including evenings, overnight, and weekends, to support: specific efforts and emergencies to resolve system repair or restoration.
- **Scheduled non-Business Hours Support:** After hours support may be necessary to respond to IT Security emergency situations. Additionally, services may also involve some evening and/or weekend hours performing planned system upgrades in addition to core business hours. Hours performing system upgrades shall be billed on actual time worked at the rates proposed.
- **State Mandated Service Reduction Days:** TO Contractor personnel shall be required to participate in the State mandated Service Reduction Days as well as State Furlough Days. In this event, the TO Contractor shall be notified in writing by the TO Manager of these details.
- **Minimum and Maximum Hours:** Full-time TO Contractor personnel shall work a minimum of 40 hours per week with starting and ending times as approved by TO Manager. A flexible work schedule may be used with TO Manager approval, including time to support any efforts outside core business hours. TO Contractor personnel may also be requested to restrict the number of hours TO Contractor personnel can work within a given period of time that may result in less than an eight hour day or less than a 40 hour work week.
- **Vacation Hours:** Requests for leave shall be submitted to the TO Manager at least two weeks in advance. The TO Manager reserves the right to request a temporary replacement if leave extends longer than one consecutive week. In cases where there is insufficient coverage, a leave request may be denied.

2.16.2 PERFORMANCE ISSUE MITIGATION

At any time during the task order period of performance, should the performance of a TO Contractor resource be determined to be unsatisfactory, DPSCS/ITCD will pursue the following mitigation procedures prior to requesting a replacement employee:

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

2.16.3 SUBSTITUTION OF PERSONNEL

The substitution of personnel procedures is as follows:

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

2.16.4 PREMISES AND OPERATIONAL SECURITY

- A) Prior to commencement of work, TO Contractor employees and subcontractors to be assigned to perform work under the resulting Contract shall be required to submit background check certification to DPSCS/ITCD from recognized Law Enforcement Agencies, including the FBI. TO Contractor shall be responsible for ensuring that its employees' and subcontractors' background check certifications are renewed annually, and at the sole expense to the TO Contractor. DPSCS/ITCD reserves the right to disqualify any TO Contractor employees or subcontractors whose background checks suggest conduct, involvements, and/or associations that DPSCS/ITCD determines, in its sole discretion, may be inconsistent with the performance and/or security requirements set forth in this TORFP. DPSCS/ITCD reserves the right to perform additional background checks on TO Contractor and subcontractor employees.
- B) Further, TO Contractor employees may be subject to random security checks during entry and exit of State secured areas. The State reserves the right to require TO Contractor employees to be accompanied while in secured premises.
- C) TO Contractor employees shall, while on State premises, display their State issued identification cards without exception.
- D) TO Contractor shall require its employees to follow the State of Maryland and DPSCS/ITCD IT Security Policy and Standards throughout the term of the Contract.
- E) The State reserves the right to request that the TO Contractor submit proof of employment authorization of non-United States Citizens, prior to commencement of work under the resulting Contract.

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

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SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

Each Master Contractor receiving this CATS+ TORFP must respond within the submission 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.

3.2 FORMAT

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

3.2.1 TO TECHNICAL PROPOSAL

A) Proposed Services

- 1) Executive Summary: A high level overview of the Master Contractor’s understanding of the background, purpose, and objectives of the TORFP. The Executive Summary shall summarize the Master Contractor’s capabilities and experience, and summarize the proposed methodology and solution for achieving the objectives of the TORFP.
- 2) Proposed Solution: A detailed narrative of the Master Contractor’s proposed methodology and solution for completing the requirements and deliverables in Section 2 - Scope of Work. This section shall include a comprehensive schedule of tasks and estimated times frames for completing all requirements and deliverables, including any tasks to be performed by State or third party personnel.
- 3) Assumptions: A description of any assumptions formed by the Master Contractor in developing the Technical Proposal. Master Contractors shall avoid assumptions that counter or constitute exceptions to TORFP terms and conditions.
- 4) Proposed Tools: A description of any tools, for example hardware and/or software applications that will be used to facilitate the work.

B) Offeror Compliance with Master Contractor Company Minimum Qualifications

Offerors will complete the following table to demonstrate compliance with the Master Contractor Minimum Requirements in Section 2.8

Reference	Minimum Requirement	Evidence of Compliance
2.8.	TO Contractor firm shall have at least one (1) past experience providing Enterprise IT support services for organizations in excess of 5,000 end users	Offeror shall provide evidence of compliance in this cell.
2.8.	TO Contractor shall have a minimum of 50 full time employees.	Offeror shall provide evidence of compliance in this cell.
2.8	TO Contractor shall have three	Offeror shall provide evidence of

	(3) years providing networking, programming, and server support services.	compliance in this cell.
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C) Proposed Personnel and TORFP Staffing

Master Contractor shall propose **no more than 4** named individuals in response to this TORFP.

- 1) Identify and provide resumes for up to four (4) proposed personnel by labor category. The resume shall feature prominently the proposed personnel’s skills and experience as they relate to the Master Contractor’s proposed solution and Section 2 – Scope of Work. Proposed personnel shall be available for interviews at the oral presentation and shall provide references.
- 2) Provide evidence that all proposed personnel meet the minimum required qualifications and possess the required certifications in accordance with Section 2.9. *[describe any specific proof requirements such as an image of the proposed personnel’s unexpired CISSP certificate]* Complete and provide with the Proposal, – Labor Classification Personnel Resume Summary (Attachment 6) for key personnel.
- 3) Provide a Staffing Management Plan that demonstrates how the Offeror will provide resources in addition to the personnel requested in this TORFP, and how the TO Contractor Personnel shall be managed. Include:
 - a) Planned team composition by role (**Important! Identify specific names and provide history only for the proposed resources required for evaluation of this TORFP.**)
 - b) Process and proposed lead time for locating and bringing on board resources that meet TO and Work Order 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 and also after Work Order
- 4) Provide the names and titles of the Master Contractor’s management staff who will supervise the personnel and quality of services rendered under this TO Agreement.

D) MBE Participation

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

E) Subcontractors

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

F) Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide up to three examples of projects or contracts the Master Contractor or Subcontractor (if applicable) has completed that were similar to Section 2 - Scope of Work. Each example shall include contact information for the 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 project or contract. If the Master Contractor is no longer providing the services, explain why not.
- G) 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:
- 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 project or contract. If the Master Contractor is no longer providing the services, explain why not.
 - e. Dollar value of the contract.
 - f. Whether the contract was terminated before the original expiration date.
 - g. Whether any renewal options were not exercised.

Note - State of Maryland experience can be included as part of Section E2 above as project 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.

3.2.2 TO FINANCIAL PROPOSAL

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

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

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SECTION 4 – TASK ORDER AWARD PROCESS

4.1 OVERVIEW

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

4.2 TO TECHNICAL PROPOSAL EVALUATION CRITERIA

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

- The Master Contractor's overall understanding of and ability to meet the scope of work and requirements as required in Section 3.2.1A. Level of understanding shall be determined by the quality and accuracy of the technical proposal in adherence to Section 3.2.
- The overall experience, capability and references as described in response to Section 3.2.1F and 3.2.1G.
- The ability for the Master Contractor to meet staffing expectations relative to supplying additional personnel for this TORFP as described in Section 3.2.C.3.
- 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).

4.3 SELECTION PROCEDURES

- A) TO Proposals shall be assessed throughout the evaluation process for compliance with the minimum qualifications in Section 2.8 and 2.9 plus the quality of responses to Section 3.2.1 of the TORFP. TO Proposals deemed technically qualified shall have their financial proposal considered. All others shall be deemed not reasonably susceptible for award and shall receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.
- B) [TO Contractor shall bring key personnel as identified in Sec. 2.9 to the oral presentation for individual interviews by ITCD staff.
- C) Qualified TO Financial Proposals shall be reviewed and ranked from lowest to highest price proposed.
- D) The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection technical merit shall carry greater weight than price.

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 8 - Notice to Proceed(Sample).

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**ATTACHMENT 1 PRICE PROPOSAL
PRICE PROPOSAL (TIME AND MATERIALS) FOR CATS+ TORFP
Q00B4400054**

Proposed Labor Categories

Master Contractor shall propose up to four named resources. Proposed Resources shall be available to start at TO award. Additional resources will be obtained after TO award through a work order process. Master Contractors shall propose one or more CATS+ Labor Categories to support future potential work for this TORFP.

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

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

DPSCS Roles	Proposed CATS+ Labor Categories	A	B	C
		Hourly Labor Rate	Total Class Hours	Total Proposed CATS+ TORFP Price
DPSCS Roles	(Master Contractor shall insert Proposed labor categories for this TORFP)	\$		\$
Year 1 Price				
Senior Database Manager		\$	1500	\$
Senior Applications Programmer		\$	1500	\$
Applications Development Expert		\$	1500	\$
Senior Network Engineer		\$	1500	\$
Senior Systems Engineer		\$	1500	\$
Senior System Analyst		\$	1500	\$
Senior Computer Security Systems Specialist		\$	1500	\$
Technical Writer/ Editor		\$	1500	\$
Testing Specialist		\$	1500	\$
Project Manager		\$	1500	\$
Total Year 1 Evaluated Price:				\$
Year 2 Price				
Senior Database Manager		\$	1500	\$
Senior Applications		\$	1500	\$

Programmer				
Applications Development Expert		\$	1500	\$
Senior Network Engineer		\$	1500	\$
Senior Systems Engineer		\$	1500	\$
Senior System Analyst		\$	1500	\$
Senior Computer Security Systems Specialist		\$	1500	\$
Technical Writer/ Editor		\$	1500	\$
Testing Specialist		\$	1500	\$
Project Manager		\$	1500	\$
Total Year 2 Evaluated Price:				
Year 3 Price				
Senior Database Manager		\$	1500	\$
Senior Applications Programmer		\$	1500	\$
Applications Development Expert		\$	1500	\$
Senior Network Engineer		\$	1500	\$
Senior Systems Engineer		\$	1500	\$
Senior System Analyst		\$	1500	\$
Senior Computer Security Systems Specialist		\$	1500	\$
Technical Writer/ Editor		\$	1500	\$
Testing Specialist		\$	1500	\$
Project Manager		\$	1500	\$
Total Year 3 Evaluated Price:				
Year 4 Price				
Senior Database Manager		\$	1500	\$
Senior Applications Programmer		\$	1500	\$
Applications Development Expert		\$	1500	\$
Senior Network Engineer		\$	1500	\$
Senior Systems Engineer		\$	1500	\$
Senior System Analyst		\$	1500	\$
Senior Computer Security Systems Specialist		\$	1500	\$
Technical Writer/ Editor		\$	1500	\$
Testing Specialist		\$	1500	\$
Project Manager		\$	1500	\$
Total Year 4 Evaluated Price:				
Year 5 Price				
Senior Database Manager		\$	1500	\$
Senior Applications Programmer		\$	1500	\$
Applications		\$	1500	\$

Development Expert				
Senior Network Engineer		\$	1500	\$
Senior Systems Engineer		\$	1500	\$
Senior System Analyst		\$	1500	\$
Senior Computer Security Systems Specialist		\$	1500	\$
Technical Writer/ Editor		\$	1500	\$
Testing Specialist		\$	1500	\$
Project Manager		\$	1500	\$
Total Year 5 Evaluated Price:				\$
Total Evaluated Price (Year 1 + Year 2 + Year 3 + Year 4 + Year 5):				\$

Authorized Individual Name

Company Name

Title

Company Tax ID #

Signature

Date

The Hourly Labor Rate is the actual fully-loaded, all-inclusive rate the State shall 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 include all direct and indirect costs and profit for the Master Contractor to perform under the TO Agreement.

SUBMIT AS A .PDF FILE WITH THE TO FINANCIAL PROPOSAL

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

CATS+ TORFP # Q00B4400054

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.

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.

The TO Contractor shall 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 of whether there was any MBE payment activity for the reporting month.

The TO Contractor is responsible for ensuring that each subcontractor receives a copy (e-copy of and/or hard copy) of Form D-6. The TO Contractor shall 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 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.

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 MBE 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 D-6 report only. Therefore, if the subcontractor(s) do not submit their 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.

D-1 MDOT Certified MBE Utilization and Fair Solicitation Affidavit

(Submit with bid or offer)

This document **MUST BE** included with the bid or offer. 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 TTORFP, I must submit the following additional documentation as directed in the TORFP.
- (a) MBE Participation Schedule (D-2)
 - (b) Outreach Efforts Compliance Statement (D-3)
 - (c) Subcontractor Project Participation Certification (D-4)
 - (d) Any other documentation, including D-7 waiver documentation, if applicable, required by the Procurement Officer to ascertain bidder or Offeror responsibility in connection with the certified MBE participation goal.

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

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

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

Bidder/Offeror Name
State of Maryland- DPSCS, 3/24/13

Signature of Affiant
30

(PLEASE PRINT OR TYPE)

Name: _____

Title: _____

Date: _____

SUBMIT THIS AFFIDAVIT WITH TO TECHNICAL PROPOSAL

Attachment 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 <i>African-American</i> MBE Participation:	_____ %
Total <i>Asian American</i> MBE Participation:	_____ %
Total <i>Hispanic American</i> MBE Participation:	_____ %
Total Woman-Owned MBE Participation:	_____ %
Total <i>Other</i> 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 THIS AFFIDAVIT WITH TORFP
BID/PROPOSAL**

**ATTACHMENT D-3
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. _____, 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:
 - a. This project does not involve bonding requirements.

OR

 - b. Bidder/Offeror assisted MDOT certified MBEs to fulfill or seek waiver of bonding requirements (*describe efforts*).
5. Select ONE of the following:
 - a. Bidder/Offeror did/did not attend the pre-bid/proposal conference.

OR

 - b. No pre-bid/proposal conference was held.

Bidder/Offeror Printed Name

By: _____
Signature

Address: _____

**ATTACHMENT D-4
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

SUBCONTRACTOR SIGNATURE

By: _____
Name, Title
Date

By: _____
Name, Title
Date

This form is to be completed monthly by the prime

Attachment D-5
Maryland Department of Information Technology
Minority Business Enterprise Participation
Prime Contractor Paid/Unpaid MBE Invoice Report

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

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:		List dates and amounts of any outstanding invoices:	
	<u>Invoice#</u>	<u>Amount</u>	
1.			1. <u>Invoice #</u>
2.			2. <u>Amount</u>
3.			3.
4.			4.
Total Dollars Paid: \$ _____		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):

Kevin Combs, PMP DPSCS/ITCD 6776 Reisterstown Rd., Suite 209 Baltimore MD 21215 Phone: 410-585-3102 Fax: 410-358-8671 e-mail: ckcombs@dpscs.state.md.us	Arthur E. Petersen, Jr. DPSCS/ITCD 6776 Reisterstown Rd., Suite 211 Baltimore MD 21215 Phone: 410-585-3116 Fax: 410-358-8671 e-mail: aepetersen@dpscs.state.md.us
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**ATTACHMENT D-6
Minority Business Enterprise Participation
Subcontractor Paid/Unpaid MBE Invoice Report**

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: Baltimore	State:	ZIP:																														
Phone:	FAX:																															
Subcontractor Services Provided:																																
List all payments received from Prime Contractor during reporting period indicated above. <table border="1"> <thead> <tr> <th></th> <th><u>Invoice Amt</u></th> <th><u>Date</u></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>Total Dollars Paid: \$</td> <td colspan="2">_____</td> </tr> </tbody> </table>			<u>Invoice Amt</u>	<u>Date</u>	1.			2.			3.			Total Dollars Paid: \$	_____		List dates and amounts of any unpaid invoices over 30 days old. <table border="1"> <thead> <tr> <th></th> <th><u>Invoice Amt</u></th> <th><u>Date</u></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>Total Dollars Unpaid: \$</td> <td colspan="2">_____</td> </tr> </tbody> </table>		<u>Invoice Amt</u>	<u>Date</u>	1.			2.			3.			Total Dollars Unpaid: \$	_____	
	<u>Invoice Amt</u>	<u>Date</u>																														
1.																																
2.																																
3.																																
Total Dollars Paid: \$	_____																															
	<u>Invoice Amt</u>	<u>Date</u>																														
1.																																
2.																																
3.																																
Total Dollars Unpaid: \$	_____																															
Prime Contractor:	Contact Person:																															

****Return one copy of this form to the following address (electronic copy with signature & date is preferred):**

Kevin Combs, PMP DPSCS/ITCD 6776 Reisterstown Rd., Suite 209 Baltimore MD 21215 Phone: 410-585-3102 Fax: 410-358-8671 e-mail: ckcombs@dpscs.state.md.us	Arthur E. Petersen, Jr. DPSCS/ITCD 6776 Reisterstown Rd., Suite 211 Baltimore MD 21215 Phone: 410-585-3116 Fax: 410-358-8671 e-mail: aepetersen@dpscs.state.md.us
--	--

Signature: _____ Date: _____
(Required)

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 D6) 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.

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

Section I (to be completed by PRIME CONTRACTOR)

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

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

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

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

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

List below the type of work/ service requested:

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

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

(Name) (Title)

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

(Signature) (Date)

Note: Certified minority business enterprise must complete Section II

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

I hereby certify that the firm of _____ MBE Cert.# _____
(Name of MBE Firm)

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

was offered the opportunity to bid on project number _____, ON _____
(Date)

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

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

(Name) (Title) (Phone)

(Signature) (Fax Number)

ATTACHMENT 3 TASK ORDER AGREEMENT

CATS+ TORFP# Q00B4400054 OF MASTER CONTRACT #060B2490023

This Task Order Agreement (“TO Agreement”) is made this [redacted] day of [redacted], 20 [redacted] by and between Task Order Contractor (TO Contractor) and the STATE OF MARYLAND, Department of Public Safety and Correctional Services, Information Technology & Communications Division (DPSCS/ITCD).

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 DPSCS/ITCD, as identified in the CATS+ TORFP # Q00B4400054.
- b. “CATS+ TORFP” means the Task Order Request for Proposals # Q00B4400054, dated July 1, 2014, including any addenda.
- c. “Master Contract” means the CATS+ Master Contract between the Maryland Department of Information Technology and TO Contractor dated July 1, 2014.
- d. “TO Procurement Officer” means Arthur E. Petersen, Jr. 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 DPSCS/ITCD and TO Contractor.
- f. “TO Contractor” means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is [redacted].
- g. “TO Manager” means Kevin Combs of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
- h. “TO Technical Proposal” means the TO Contractor’s technical response to the CATS+ TORFP dated date of TO Technical Proposal.
- i. “TO Financial Proposal” means the TO Contractor’s financial response to the CATS+ TORFP dated date of TO Financial Proposal.
- j. “TO Proposal” collectively refers to the TO Technical Proposal and TO Financial Proposal.

2. Scope of Work

2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supersede the Master Contract.

2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS+ TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:

- a. The TO Agreement,
- b. Exhibit A – CATS+ TORFP

c. Exhibit B – TO Technical Proposal

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 five (5) years, commencing on the date of Notice to Proceed and terminating on June 30, 2019.

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 the total amount of the task order. 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 an 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 [REDACTED]. 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.

Notwithstanding the use of liquidated damages, the State reserves the right to terminate the contract and exercise all other rights and remedies provided in the Contract or by law.

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

TO Contractor Name

By: Type or Print TO Contractor POC

Date

Witness: _____

STATE OF MARYLAND, Department of Public Safety and Correctional Services, Information Technology & Communications Division

By: Arthur E. Petersen, Jr., TO Procurement Officer

Date

Witness: _____

ATTACHMENT 4 TORFP WORK ORDER REQUEST

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

ATTACHMENT 5 CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

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

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

Date: _____

By: _____
(Authorized Representative and Affiant)

SUBMIT AS A .PDF FILE WITH TO TECHNICAL PROPOSAL

ATTACHMENT 6 LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY

INSTRUCTIONS:

1. Master Contractors shall comply with all personnel requirements under the Master Contract RFP 060B2490023.
2. Only labor categories proposed in the Master Contractors Financial Proposal may be proposed under the CATS+ TORFP process.
3. For each person proposed in any of the labor categories, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements. This summary is required at the time of the interview.

For example: If you propose John Smith, who is your subcontractor, and you believe he meets the requirements of the Group Facilitator, you will complete the top section of the form by entering John Smith's name and the subcontractor's company name. You will then complete the right side of the Group Facilitator form documenting how the individual meets each of the requirements. Where there is a time requirement such as three months experience, you must provide the dates from and to showing an amount of time that equals or exceeds mandatory time requirement; in this case, three months.

4. Each form also includes examples of duties to perform. The proposed person shall be able to fulfill those duties.
5. For each subject matter expert, the State will identify the particular area of expertise and the Master Contractor shall provide proof the individual has qualifications within that area of expertise.
6. Additional information may be attached to each Labor Category Personnel Resume Summary that may assist a full and complete understanding of the individual being proposed.

ATTACHMENT 6 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY (CONTINUED)

Proposed Individual's Name/Company:	How does the proposed individual meet each requirement?
LABOR CLASSIFICATION TITLE – (INSERT CATS+ LABOR CATEGORY NAME)	
<p>Education: Insert the education description from</p> <ol style="list-style-type: none"> a. The CATS+ RFP from Section 2.10 for the applicable labor category b. The minimum qualifications and required certifications in Section 2.9 of this TORFP 	
<p>Experience: Insert the experience description from the CATS+ RFP</p> <ol style="list-style-type: none"> a. The CATS+ RFP from Section 2.10 for the applicable labor category b. The minimum qualifications and required certifications in Section 2.9 of this TORFP <p>Provide dates in the format of MM/YY to MM/YY</p>	
<p>Duties: (Insert the duties description from the CATS+ RFP from Section 2.10 for the applicable labor category.)</p>	

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

Contractor's Contract Administrator:

 Signature Date

Proposed Individual:

 Signature Date

SUBMIT WITH TO TECHNICAL PROPOSAL
 SIGNATURE REQUIRED AT THE TIME OF THE INTERVIEW

ATTACHMENT 7 DIRECTIONS TO THE PRE-TO PROPOSAL CONFERENCE

Department of Public Safety and Correctional Services (DPSCS)
Information Technology and Communications Division (ITCD)
6776 Reisterstown Road, Room 200
Baltimore, MD 21215

Monday, February 3, 2014 @ 10:00AM

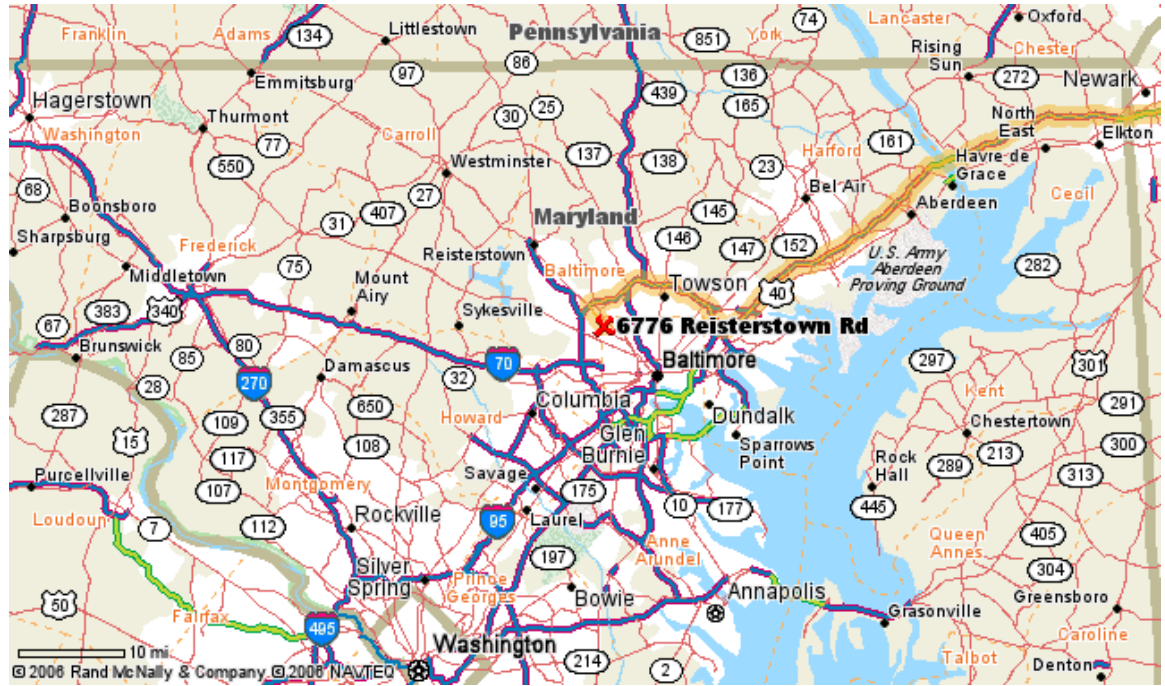
From points North of Baltimore: Take I-95 S to Take I-695 W (Towson) exit on right. Take Exit 20 (MD-140, Reisterstown Rd, Pikesville, Garrison) on right. Take MD-140 S (Pikesville) ramp on left. Continue onto MD-140 E (Reisterstown Rd) for 2.3 miles. Make a left at Brookhill Road (light after Exxon Gas Station). Make a right into the Plaza. Make the first left to enter through the South Tower. Continue around to the rear of the Plaza to enter through the North Tower.

From points South Baltimore: MD-295 N or I-95 N towards Baltimore. Take I-695 N (Towson) exit on right. Take Exit 18A (MD-26 E, Liberty Rd, Lochearn) on right. Bear right onto MD-26 E (Liberty Rd). Travel 1.2 miles. Turn left onto Patterson Avenue. After you cross Wabash and the railroad tracks, the Plaza will be on your left. Make a left at the light to enter the rear of the Plaza. Proceed to the end of the strip. The North Tower entrance is just past the Social Security Administration.

From points East of Baltimore: Take US-50 W (I-97 N, Washington, Baltimore) ramp on right. Take Exit 21 (I-97 N, Baltimore) on right. Take Exit 17A (I-695 W, Baltimore, Towson) on right. Take Exit 18A (MD-26 E, Liberty Rd, Lochearn) on right. Bear right onto MD-26 E (Liberty Rd). Travel 1.2 miles. Turn left onto Patterson Avenue. After you cross Wabash and the railroad tracks, the Plaza will be on your left. Make a left at the light to enter the rear of the Plaza. Proceed to the end of the strip. The North Tower entrance is just past the Social Security Administration.

From points West of Baltimore: Take I-70 East to Exit 91B-A (I-695, I-95 N, I-95 S, New York, Towson, Baltimore, Glen Burnie) on right. Take I-695 N (Baltimore Beltway Inner Loop) ramp. Take Exit 18A (MD-26 E, Liberty Rd, Lochearn) on right. Bear right onto MD-26 E (Liberty Rd). Travel 1.2 miles. Turn left onto Patterson Avenue. After you cross Wabash and the railroad tracks, the Plaza will be on your left. Make a left at the light to enter the rear of the Plaza. Proceed to the end of the strip. The North Tower entrance is just past the Social Security Administration.

PARKING: The DPSCS is located at the Reisterstown Road Plaza. Ample parking is available. There are two (2) entrances to the Reisterstown Plaza Office Center (RPOC) (You cannot enter through the Mall/Plaza). If you park near the South Tower, take the elevator to the second floor. Room 200 is halfway down the hall on your left. If you park near the North Tower (CJIS Storefront), go down the hall, past the CJIS Storefront to the elevators. Take the elevator to the second floor, walk to the hall, turn right, make a left by the vending machines. Room 200 is halfway down the hall on your right.



ATTACHMENT 8 NOTICE TO PROCEED

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS+ Task Order Agreement #Q00B4400054

Dear TO Contractor Contact:

This letter is your official Notice to Proceed as of Month Day, Year, for the above-referenced Task Order Agreement. Mr. Kevin Combs of the Department of Public Safety and Correctional Services will serve as the TO Manager and your contact person on this Task Order. He can be reached at telephone 410-585-3102.

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

Sincerely,

Arthur E. Petersen, Jr.

Task Order Procurement Officer

Enclosures (2)

cc: Kevin Combs

Procurement Liaison Office, Department of Information Technology

Project Management Office, Department of Information Technology

ATTACHMENT 9 AGENCY RECEIPT OF DELIVERABLE FORM

I acknowledge receipt of the following:

TORFP Title: Programming, Network & Server Support

TO Agreement Number: # Q00B4400054

Title of Deliverable: _____

TORFP Reference Section # _____

Deliverable Reference ID # _____

Name of TO Manager: Kevin Combs

TO Manager Signature

Date Signed

Name of TO Contractor's Project Manager: _____

TO Contractor's Project Manager Signature

Date Signed

SUBMIT AS DIRECTED IN THE TORFP.

ATTACHMENT 10 AGENCY ACCEPTANCE OF DELIVERABLE FORM

Agency Name: Department of Public Safety and Correctional Services, Information Technology & Communications Division (DPSCS/ITCD)

TORFP Title: Programming, Network & Server Support

TO Manager: Kevin Combs, 410-585-3102

To:

The following deliverable, as required by TO Agreement #Q00B4400054, 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

ISSUED BY THE TO MANAGER AS REQUIRED IN THE TORFP.

ATTACHMENT 11 NON-DISCLOSURE AGREEMENT (OFFEROR)

This Non- Disclosure Agreement (the "Agreement") is made this [redacted] day of [redacted] 20[redacted], by and between [redacted] (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 #Q00B4400054 for Programming, Network & Server Support. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to [redacted]. 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 Arthur E. Petersen, Jr., Procurement Officer, Dept. of Public Safety and Correctional Services 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: _____

SUBMIT AS DIRECTED IN THE TORFP

ATTACHMENT 12 NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made as of this [REDACTED] day of [REDACTED], 20[REDACTED], by and between the State of Maryland ("the State"), acting by and through its Dept. of Public Safety and Correctional Services (the “Department”), and [REDACTED] (“TO Contractor”), a corporation with its principal business office located at [REDACTED] and its principal office in Maryland located at [REDACTED].

RECITALS

WHEREAS, the TO Contractor has been awarded a Task Order Agreement (the “TO Agreement”) for “Programming, Network & Server Support” TORFP No. Q00B4400054 dated [REDACTED], (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 [REDACTED] (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 TO Agreement between the TO Contractor and the State.
8. TO Contractor acknowledges that any failure by the TO Contractor or the TO Contractor's Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the TO Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The TO Contractor consents to personal jurisdiction in the Maryland State Courts. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages from the TO Contractor and the TO Contractor's Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the TO Contractor or any of the TO Contractor's Personnel to comply with the requirements of this Agreement, the TO Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
9. TO Contractor and each of the TO Contractor's Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement and the TO Contractor shall provide originals of such executed Agreements to the State.
10. The parties further agree that:
 - a. This Agreement shall be governed by the laws of the State of Maryland;
 - b. 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;
 - c. The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
 - d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
 - e. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and
 - f. The Recitals are not merely prefatory but are an integral part hereof.

TO Contractor/TO Contractor's Personnel:

Dept. of Public Safety and Correctional Services:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SUBMIT AS DIRECTED IN THE TORFP

EXHIBIT A to NON-DISCLOSURE 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 13 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:	Dept. of Public Safety and Correctional Services
TO Title:	Programming, Network & Server Support
TO Number:	
TO Type (Fixed Price, T&M, or Both):	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	

<p>A) Has there been any substitution of personnel? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, skip to Section 4.)</p>
<p>B) Did the Master Contractor request each personnel substitution in writing? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>
<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>D) 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 sub-contractor; \$10,000 was paid to date on the TO; the MBE percentage is 30% (3,000 ÷ 10,000 = 0.30))</p>
<p>D) 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>E) Has the Master Contractor expressed difficulty with meeting the MBE goal? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(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?</p> <p>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"/></p> <p>(If yes, explain expected or actual impact on TO cost, scope, schedule, risk and quality) _____</p>

D) Is the change management procedure being followed?

Yes No (If no, explain why) _____

ATTACHMENT 14 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 & Date: _____

ATTACHMENT 15 CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

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

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

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

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

CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

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

Name of Authorized Representative: _____

Signature of Authorized Representative:

Date: _____ Title: _____

Witness Name (Typed or Printed): _____

Witness Signature and Date: _____



Department of Public Safety and Correctional Services

Information Technology & Communications Division

Post Office Box 5743 • Pikesville, Maryland 21282-5743
Main №: 410-585-3100 • Facsimile №: 410-764-4035 • www.dpscs.maryland.gov

STATE OF MARYLAND

MARTIN O'MALLEY
GOVERNOR

ANTHONY G. BROWN
LT. GOVERNOR

GREGG L. HERSHBERGER
SECRETARY

PATRICIA M. DONOVAN
DEPUTY SECRETARY
ADMINISTRATION

CARROLL A. PARRISH
DEPUTY SECRETARY
OPERATIONS

RHEA L. HARRIS
ASSISTANT SECRETARY/
CHIEF OF STAFF

DAVID N. BEZANSON
ASSISTANT SECRETARY
CAPITAL PROGRAMS

RONALD C. BROTHERS
CHIEF INFORMATION
OFFICER

C. KEVIN COMBS
DEPUTY CHIEF
INFORMATION OFFICER

Addendum #1

Date: February 4, 2014

To: All vendors for Q00B4400054 Programming, Network & Server Services

From: Arthur E. Petersen, Jr., Procurement Officer

Subject: Solicitation #DPSCS –ITCD Q00B4400054
TORFP for Programming, Network & Server Services

Item 1 – Section 2.8 - TO Contractor Minimum Qualifications.

Question: Do the MBE subcontractors have to meet the 50 full time employee minimum requirement?

Answer: No. Only the prime TO Contractor must meet that requirement. Firms must be able to handle the Department's infrastructure and staff needs.

Question: Will the resources to be provided be full time with ITCD during the contract period?

Answer: No. Resources will not be full time as this contract is not for staff augmentation. TO Contractor will provide resources on an as needed project by project basis. Hours will vary with the nature and requirements of each project. All available annual hours (15,000) may not be used in any given year.

Item 2 – Section 2.9 TO Contractor Key Personnel Minimum Qualifications

Question: The TORFP indicates that up to four (4) key personnel be identified, however roles and descriptions are only provided for three personnel. Please clarify.

Answer: This section will be revised to require that only three (3) key personnel be identified in your proposal. In addition the position descriptions will be revised to provide greater clarity and specificity. See Attachment 1.

Question: Will the TO Contractor have any latitude in making substitutions for the key personnel?

Answer: The key personnel proposed must be committed, “locked in”, to the contract up to the time of award. Should a substitution be necessary after the contract is awarded, the TO Contractor shall give the Department sufficient notice to enable our review and final approval of the substitution. In all substitutions the TO Contractor is responsible for ensuring that all personnel submit to and pass all Department required background checks and security evaluations.

Item 3 – Minority Business Enterprise Goals

Question: Given that this TORFP is project based how will the TO Contractor be expected to handle compliance with the MBE goals due to the variable number of hours and projects during the term of the contract?

Answer: The TO Contractor will be responsible for determining if it will employ its own resources or those of an MBE to execute a given assignment or project in total or if a project is determined to be of such a size and scope that the work can be apportioned between the TO Contractor and its MBE partners. While the goals established for this TORFP apply to the full five year term of the contract the TO Contractor is responsible for maximizing opportunities for its MBE partners during each year of the contract.

Remember that MBE subcontractors must have current MBE certification with the Maryland Department of Transportation and be listed in their database.

All potential vendors shall be in full compliance with the MBE goals as specified in the “Key Information Summary” and the reporting and documentation requirements as specified in “Attachment 2 – Minority Business Enterprise Reporting Forms/ TO Contractor Minority Business Enterprise Reporting Requirements” of the TORFP.

Item 4 – Section 3.2.1 Task Order Technical Proposal

Question: How should a TO Contractor appropriately respond to this TORFP since there is no definitive project or specific work to propose for?

Answer: Review your corporate resume to identify examples of how you responded to similar requests on similar contracts and/or provide a proposed protocol, or sets of protocols, that you would follow when responding to work requests from the Department under this TORFP.



Department of Public Safety and Correctional Services

Information Technology & Communications Division

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Addendum #2

Date: February 10, 2014

To: All vendors for Q00B4400054 Programming, Network & Server Services

From: Arthur E. Petersen, Jr., Procurement Officer

Subject: Solicitation #DPSCS –ITCD Q00B4400054
TORFP for Programming, Network & Server Services

All Vendors Please Note the Following Change:

The Due date of the above referenced TORFP – Q00B4400054 has been changed.
The due date has been **extended to Tuesday, February 25, 2014 at 2:00PM.**



Department of Public Safety and Correctional Services

Information Technology & Communications Division

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Addendum #3

Date: February 19, 2014

To: All vendors for Q00B4400054 Programming, Network & Server Services

From: Arthur E. Petersen, Jr., Procurement Officer

Subject: Solicitation #DPSCS –ITCD Q00B4400054
TORFP for Programming, Network & Server Services

Item 1 – Key Information Summary Sheet.

Question: Will DPSCS/ITCD consider extending the TORFP due date to March 18, 2014 to be able to better secure the key personnel and develop best value pricing?

Answer: No.

Item 2 – Scope of Work, 2.4.3 Service Level Agreement

Question: What are the definitions of the Service Levels (Urgent, High, Normal)?

Answer: The Service Levels are as defined in the TORFP - Section 2.4.3.

Question: What is the average number of task orders associated with each Service Level?

Answer: Undefined at this point as we do not have any tasks identified under this TORFP. Task orders will be developed and issued as the Department's need for specific work arises during the term of the contract.

Item 3 – Scope of Work, 2.1 Purpose

Question: The State specifies at not to exceed hourly ceiling of 15,000 hours per position. Will the state also consider providing a minimum estimation of hours, for vendors to adequately estimate the assignment, internally?

Answer: The maximum number of annual hours under the TORFP is 15,000. There is no minimum number of hours specified under this TORFP.

Question: The State indicates a requirement for 'as-needed' basis. For the tasks identified, post-vendor award, will the state consider leveraging remote workers, to support, for example, network service administration, in order to provide lowest cost/best value to DPSCS?

Answer: All resources assigned to projects under this TORFP are expected to be on-site at DPSCS facilities to perform work.