



## Consulting and Technical Services+ (CATS+)

Task Order Request for Proposals (TORFP)

Microcomputer/Printer Maintenance

CATS+ TORFP #  
Q00B4400145

**Small Business Reserve**

Department of Public Safety and Correctional Services (DPSCS)  
Information Technology and Communications Division (ITCD)

ISSUE DATE: March 12, 2014

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## KEY INFORMATION SUMMARY SHEET

This CATS+ TORFP is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. All CATS+ Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. Master Contractors choosing not to submit a proposal shall 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.

<b>TORFP Title:</b>	Microcomputer/Printer Maintenance
<b>Functional Area:</b>	Functional Area 6 - Systems/Facilities Management and Maintenance
<b>TORFP Issue Date:</b>	03/12 2014
<b>Closing Date and Time:</b>	04/02/2014 at 2:00 PM
<b>TORFP Requesting Agency:</b>	Department of Public Safety and Correctional Services, Information Technology and Communications Division (DPSCS/ITCD)
<b>Send Questions and Proposals to:</b>	Guy A. Werner, CPPB gwerner2@dpscs.state.md.us
<b>TO Procurement Officer:</b>	Guy A. Werner, CPPB Office Phone Number: 410.585.3108 Office FAX Number: 410.358.8671
<b>TO Manager:</b>	Adam Canterbery Office Phone Number: 410.585.2981 acanterbery@dpscs.state.md.us
<b>TO Project Number:</b>	Q00B4400145
<b>TO Type:</b>	Time and Materials
<b>Period of Performance:</b>	5 years
<b>MBE Goal:</b>	0%
<b>VSBE Goal:</b>	0%
<b>Small Business Reserve (SBR):</b>	Yes
<b>Primary Place of Performance:</b>	DPSCS/ITCD 6776 Reisterstown Road, Suite 209, Baltimore, MD 21215
<b>TO Pre-proposal Conference:</b>	DPSCS/ITCD 6776 Reisterstown Road Conference Room - Suite #200 03/20/2014 at 1:00 PM (See Attachment 6 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 email box. The TO Proposal is to be submitted via email, not to exceed 8 MB, as two (2) attachments in MS Word format (version 2007 or later). The "subject" line in the email submission shall state the TORFP # Q00B4400145. The first file will be the TO Technical Proposal for this TORFP and titled, "CATS+ TORFP # Q00B4400145 Technical". The second file will be the TO Financial Proposal for this CATS+ TORFP and titled, "CATS+ TORFP # Q00B4400145 Financial". The following proposal documents shall be submitted with required signatures as .PDF files with signatures clearly visible:

- Attachment 1 – Price Proposal
- Attachment 4 – Conflict of Interest and Disclosure Affidavit
- Attachment 13 – Living Wage Affidavit of Agreement
- Attachment 14 - Certification Regarding Investments in Iran
- Attachment 15 – Mercury Affidavit

## **1.4 ORAL PRESENTATIONS**

All Master Contractors and proposed staff will be required to make an oral presentation to State representatives. Significant representations made by a Master Contractor during the oral presentation shall be submitted in writing. All such representations shall 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.

### **1.5 MINORITY BUSINESS ENTERPRISE (MBE)**

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

### **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 in the form included as Attachment 4 this TORFP 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.

By submitting a Conflict of Interest Affidavit and Disclosure, the Master Contractor shall be construed as certifying all personnel and subcontractors are also without a conflict of interest as defined in Code of Maryland Regulations (COMAR) 21.05.08.08A.

### **1.7 NON-DISCLOSURE AGREEMENT**

Certain system documentation may be available for potential Offerors to review at a reading room at the Office of Procurement, 6776 Reisterstown Road, Baltimore, Maryland 21215. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of Attachment 10. Please contact the TO Procurement Officer of this TORFP to schedule an appointment.

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 will be required to sign, including but not limited to, a Non-Disclosure Agreement (TO Contractor) in the form of Attachment 11.

### **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 12 is a sample of the TO Contractor Self-Reporting Checklist. DoIT will send initial checklists out to applicable TO Contractors approximately three months after the award date for a TO. The TO Contractor shall complete and return the checklist as instructed on the 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 shall 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 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/ITCD 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**

No travel will be reimbursed.

### **1.14 VETERAN OWNED SMALL BUSINESS ENTERPRISE (VSBE)**

This TORFP has a VSBE subcontract participation goal as stated in the Key Information Summary Sheet above, representing the percentage of total fees paid for services under this TO. By submitting a response to this solicitation, the bidder or offeror agrees that this percentage of the total dollar amount of the contract will be performed by verified veteran-owned small business enterprises.

### **1.15 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. A Living Wage Affidavit of Agreement submitted as part of the Master Contract Agreement in accordance with the CATS+ Master Contract.

A proposal submitted by an Offeror shall be accompanied by a completed Living Wage Affidavit of Agreement. See Attachment 13 for a copy of the Living Wage Affidavit Agreement.

### **1.16 IRANIAN NON-INVESTMENT**

All TO Proposals shall be accompanied by a completed Certification Regarding Investments in Iran. A copy of this Certification is included as Attachment 14 of this TORFP.

### **1.17 MERCURY AND PRODUCTS THAT CONTAIN MERCURY**

This solicitation and resulting purchase orders require that all materials used in the performance of the Contract and subsequent Purchase Orders or work orders shall be mercury-free products. The Offeror shall submit a Mercury Affidavit found in Attachment 15 with the TO Technical Proposal.



## **1.18 PURCHASING AND RECYCLING ELECTRONIC PRODUCTS**

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

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

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

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## SECTION 2 - SCOPE OF WORK

### 2.1 PURPOSE

The DPSCS/ITCD is issuing this CATS+ TORFP to obtain a TO contractor to provide junior level technical staff for onsite maintenance and repair services for personal computer systems, laptops, printers, scanners, and other related peripherals and software. The work performed under this TORFP is on an as-needed basis. DPSCS is not procuring staffing augmentation service. The services provided will be as needed. In addition, the TO Contractor shall provide installation services for new and replacement personal computer systems, laptops, printers, scanners, and other related peripherals and software. The installation will range from small deployment of one (1) to five (5) units, up to assisting DPSCS/ITCD with deployment of several hundred units.

### 2.2 REQUESTING AGENCY BACKGROUND

DPSCS/ITCD is responsible for providing technical expertise in the area of design, maintenance, repair, and installation of computers to the DPSCS user community throughout the State of Maryland. We ensure DPSCS computer equipment is functional, mitigate risks presented by downtime, and execute repairs in a timely manner. It is the Agency's responsibility to ensure systems are kept up-to-date with the latest useful technology available. Along with this responsibility is the periodic need to replace broken, un-repairable, and/or outdated equipment.

### 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 Contractor – The TO Contractor is 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.
- TO Contractor Manager - The TO Contractor Manager will manage and coordinate all TO Contractor activities required by this TORFP. The TO Contractor Manager will oversee the activities and performance of the TO Contractor support personnel provided by the Master Contractor in support of this project. A TO Contractor primary point of contact (POC) for the project shall be identified by the TO Contractor.

- 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, and in conjunction with the selected Master Contractor, achieving on budget/on time/on target completion of the Scope of Work.
- TO Contractor Personnel – The TO Support Personnel includes any resource provided by the TO Contractor in support of this TORFP over the course of the TORFP period of performance.
- Proposed Personnel includes any individual named in the TO Proposal by the Master Contractor to perform work under the scope of this TORFP. Proposed personnel shall start as of TO Agreement issuance unless specified otherwise.

## 2.4 REQUIREMENTS

### 2.4.1 FUNCTIONAL / BUSINESS REQUIREMENTS

ID #	Functional / Business Requirements: <u>Service Level Agreement</u>	Associated Deliverable ID # From Section 2.6.2 Below (If Applicable)
2.4.1.1	TO Contractor shall provide a toll free telephone number to be used by DPSCS/ITCD Call Center for placing service calls.	Not applicable
2.4.1.2	TO Contractor shall provide live-voice response to the Call Center’s calls as depicted in the Service Level Agreement (SLA). The TO Contractor shall have cell phone access to its technical support and field personnel so that the required technical support personnel may be contacted regardless of location.	Not applicable
2.4.1.3	Technicians shall be directly employed and supervised by the TO Contractor or subcontractor unless otherwise approved by the DPSCS/ITCD. The DPSCS/ ITCD reserves the right to reject service technicians who in its judgment or opinion are not qualified to perform the work or do not conduct themselves in a professional manner.	Not applicable

2.4.1.4 Service Level Agreement:

<b>Service Levels</b>	<b>Phone Response</b>	<b>On-Site Response</b>	<b>Response Availability</b>	<b>Resolution Time</b>	<b>Comments</b>
Normal	1 hour	1 work day	5 days/week Monday - Friday 8:00 AM - 5:00 PM	Complete all repairs within two (2) working days	On-site response to calls after 1:00 PM may be by 9:00 AM the next morning

2.4.2 TECHNICAL REQUIREMENTS

<b>ID #</b>	<b>Technical Requirements</b>	<b>Associated Deliverable ID # (From section 2.5.2 below):</b>
2.4.2.1	TO Contractor shall perform on-site diagnostics, maintenance, and repair services for hardware utilized (listed in Exhibit D) at the locations listed in Exhibit E.	
2.4.2.2	TO Contractor shall perform onsite analysis, diagnosis, and resolution of complex desktop problems for end users, and recommend and implement corrective solutions.	
2.4.2.3	TO Contractor shall install, configure, test, maintain, monitor, and troubleshoot end-user workstations and related hardware and software.	
2.4.2.4	TO Contractor shall assess the need for and implement performance upgrades to computers, including the installation of CPUs, I/O and NIC cards, hard drives, power supplies, fans, RAM, video cards, DVD/CD-ROMs, and so on.	
2.4.2.5	TO Contractor shall receive and respond to incoming calls, and/or emails regarding desktop problems.	
2.4.2.6	TO Contractor shall answer to and perform moves, additions, and changes (MAC) requests as they are submitted by line managers.	
2.4.2.7	TO Contractor shall submit to the TO Manager a monthly status report of all task related activities by the 10th of each month. The reports shall include but not be limited to: Any outstanding action items that the POC or TO Manager that need to be addressed. The TO Contractor and the TO Requesting Agency shall conduct monthly progress meetings.	2.5.2.1
2.4.2.8	TO Contractor shall accurately document as part of the monthly	2.5.2.1

	status report instances of desktop equipment or component failure, repair, installation, and removal.	
2.4.2.9	TO Contractor shall accurately document the installation and removal of PC equipment on DPSCS/ITCD standard Equipment Transfer Form. TO Contractor shall then submit the paperwork within 5 days to the ITCD Property Team via email to IT-Property-Distro.	2.5.2.1
2.4.2.10	TO Contractor shall, if necessary, liaise with third-party support and PC equipment vendors.	
2.4.2.11	TO Contractor shall utilize the Remedy Action Request System Web application (Mid-tier) to document and track all calls received from the ITCD Call Center. The State will provide the contractor with the application as well as the required format and field definitions. The DPSCS/ITCD Call Center will assign a “ticket number” when placing a service call. The Contractor shall use the assigned “ticket number” for all tracking and billing purposes.	
2.4.2.12	TO Contractor shall provide a call back to the Agency’s according the (above) service level expectations in 2.4.1.3. The TO Contractor shall ensure the arrival of a service technician on-site within twenty-four (24) hours of being contacted by the Agency’s Call Center in case of normal service level support.	
2.4.2.13	The TO Contractor and the TO Requesting Agency shall conduct monthly progress meetings.	2.5.2.1

### 2.4.3 PARTS

- a. The TO Contractor shall be responsible for supplying all necessary repair parts upon approval of the TO Manager. The TO Manager, in consultation with the TO Contractor shall make a realistic determination on whether or not a part needs to be replaced, repaired, or sent back to the manufacturer if the part is still covered under warranty.
- b. All replacement and/or repair parts shall be new and from the Original Equipment Manufacturer (OEM), or certified to be equivalent in quality and function by the OEM (in form of equivalent replacement list). All replacement parts shall be warranted by the vendor for ninety (90) days or more if specified by the manufacturer after installation. Should it become necessary to replace a part covered by the warranty, all costs associated with the replacement shall be borne by the TO Contractor without markup. Should it become necessary to replace a part not covered by the warranty, the agency shall borne all cost associated with the replacement of hardware parts.
- c. The TO Contractor Shall provide the Agency with replacement parts at cost.

2.4.3.1 If replacement parts are no longer manufactured and are not available as certified by the manufacturer to be equivalent or new, the TO Contractor shall

certify, via email, the unavailability of the part or unit in an “equivalent or new” state and provide via fax or email, a written quotation to the TO Manager for obtaining a used and/or refurbished replacement part.

2.4.3.2 The TO Contractor shall not procure any used or refurbished parts without the verbal and/or electronic (email) authorization of the TO Manager. Any verbal authorization will be documented via email immediately by the TO Manger. The TO Contractor shall acknowledge, in writing, the follow-up written direction.

2.4.3.3 If the TO Contractor, at any time, determines that the cost of repairing any equipment shall exceed the original acquisition cost, the TO Contractor shall advise the State of such and request authorization (via email) from the DPSCS/ITCD TO Manager prior to repairing said equipment.

2.4.3.4 If the Agency elects not to repair any equipment that is the subject of a service call, the TO Contractor shall bill the Agency the hourly rate as proposed in the price sheet.

## **2.5 DELIVERABLES**

### **2.5.1 DELIVERABLE SUBMISSION PROCESS**

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 2010, Microsoft Project 2010 and/or Visio 2010.

Drafts of all final deliverables are required at least two (2) weeks in advance of when all final deliverables are due. Written deliverables that are defined as draft documents shall demonstrate due diligence in meeting the scope and requirements of the associated final written deliverable. A draft written deliverable may contain limited structural errors such as poor grammar, misspellings or incorrect punctuation, but shall:

- A) Be presented in a format appropriate for the subject matter and depth of discussion.
- B) Be organized in a manner that presents a logical flow of the deliverable’s content.
- C) Represent factual information reasonably expected to have been known at the time of submittal.
- D) Present information that is relevant to the Section of the deliverable being discussed.
- E) Represent a significant level of completeness towards the associated final written deliverable that supports a concise final deliverable acceptance process.

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 8). 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 9). 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 will incorporate the resolutions into the deliverable and resubmit the deliverable for acceptance. Accepted deliverables shall be invoiced within 30 days in the applicable invoice format (Reference 2.9 Invoicing).

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:

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

The State required deliverables are defined below. Within each task, the TO Contractor may suggest other subtasks or deliverables to improve the quality and success of the project.

**2.5.2 DELIVERABLE DESCRIPTIONS / ACCEPTANCE CRITERIA**

The TO Contractor shall provide the below deliverables:

Upon completion of a deliverable, the TO Contractor shall document each deliverable in final form to the TO Manager for acceptance. The TO Manager shall countersign the Agency Receipt of Deliverable Form (Attachment 8) indicating receipt of the contents described therein.

ID #	Deliverable Description	Acceptance Criteria	Due Date Frequency
2.5.2.1	Monthly Status Report	A Monthly Status Report shall be submitted to the TO Manager and shall contain, at a minimum, the following information:	10th of each month

		<ul style="list-style-type: none"> <li>• TO Requesting Agency name, TO Agreement number, functional area name and number, reporting period and “Progress Report” to be included in the email subject line.</li> <li>• Work accomplished during the monthly period referencing all DPSCS/ITCD Ticket Numbers.</li> <li>• Provide copies of Equipment Transfer Forms.</li> <li>• Problem areas, including scope creep or deviation from the work plan.</li> <li>• Planned activities for the next reporting period.</li> <li>• Gantt chart updated from the original to show actual progress; as applicable, explanations for variances and plan for completion on schedule.</li> <li>• 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.</li> <li>• Any outstanding action items that the POC or TO Manager that need to be addressed</li> </ul>	
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## 2.6 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 can 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 Information Technology Security Policy and Standards
- The State Information Technology 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 a consistent methodology for all TO activities.

## **2.7 PERFORMANCE AND PERSONNEL**

### **2.7.1 PERFORMANCE EVALUATION**

TO Contractor personnel will be evaluated by the TO Manager on a quarterly basis for each assignment performed during that period. The established performance evaluation and standards are included as Exhibit B. Depending upon the severity of the performance concern, the TO Manager reserves the right to forego mitigation and request removal of the individual whose performance is at issue. However, the TO Manager retains the discretion to determine if mitigation applies. Performance issues identified by the TO Manager and subject to the mitigation process are described in Section 2.7.2.

### **2.7.2 MITIGATION FOR NON-PERFORMANCE**

In the event that during the semi-annual or as-needed performance evaluation, DPSCS/ITCD has determined that the TO Contractor's performance is unacceptable or less than satisfactory, the mitigation process is as follows:

2.7.2.1 The TO Manager will notify the TO Contractor in writing describing the performance deficiencies and delineating specific remediation requirements. The TO Manager may use email communication to initiate mitigation activities, however, the TO Manager will also follow up with a letter delivered via fax or mail.

2.7.2.2 The TO Contractor will have a reasonable and defined period of time to respond with a written remediation plan. Email may be used for submission of the plan to the TO Manager, however, it is expected that the TO Contractor will deliver a hard copy of the remediation plan to the TO Manager or designee to assure compliance with the provided response timeframe.

2.7.2.3 Upon receipt of the plan, the TO Manager shall have no less than three (3) business days to review and comment or approve. Once approved, the remediation plan will be implemented and monitored for performance improvement. Failure of the TO Manager to approve the plan within the (3) business days, shall not be construed as approval of the plan.

2.7.2.4 Should performance issues persist, the TO Manager reserves the right to provide written notice to the TO Contractor outlining an acceptable timeframe to identify and present a replacement candidate.

Regardless of the origin of the replacement request, replacement personnel shall have qualifications equal to or greater than that of the non-performing person initially proposed and evaluated and accepted in the TO Agreement. In all

instances, the TO Manager will determine the amount of time the TO Contractor has to provide a replacement.

### **2.7.3 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.

### **2.7.4 PREMISES AND OPERATIONAL SECURITY**

- A) Prior to commencement of work, TO Contractor employees and subcontractors to be assigned to perform work under the resulting TO Agreement shall be required to submit background check certification to TO Requesting Agency 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. TO Requesting Agency reserves the right to disqualify any TO Contractor employees or subcontractors whose background checks suggest conduct, involvements, and/or associations that TO Requesting Agency determines, in its sole discretion, may be inconsistent with the performance and/or security requirements set forth in this TORFP. TO Requesting Agency reserves the right to perform additional background checks on TO Contractor and subcontractor employees.
- B) Further, TO Contractor employees and subcontractors may be subject to random security checks during entry and exit of State secured areas. The State reserves the right to require TO Contractor employees and subcontractors to be accompanied while on secured premises.
- 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 TO Requesting Agency 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.

## **2.8 MINIMUM QUALIFICATIONS**

### **2.8.1 OFFEROR COMPANY MINIMUM QUALIFICATIONS**

The following minimum qualifications are mandatory. 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:

- A. The TO Contractor shall have a minimum of three (3) years' experience providing onsite hardware maintenance and support services to organizations similar in IT operating environment. See Exhibit D which is the hardware and software list. Minimum qualification will be validated based on three (3) examples of projects and/or State of Maryland Experience from TO Contractor's Technical Proposal.
- B. Technical Qualifications/Certifications: Technicians qualifying credentials shall be made available to DPSCS/ITCD if requested.

## **2.9 OFFEROR COMPANY OTHER QUALIFICATIONS**

The TO Contractor shall provide a technical staff that consists of Network Technicians (Junior) only, that meet the below criteria. The Network Technicians (Junior) shall each meet the following:

- A minimum of three (3) years of hands-on experience, in the repair of computer hardware and operating software in a broad based environment. Minimum qualification will be validated based on experience in resume and/or references provided in TO Contractor's Technical Proposal.
- All services shall be performed by the TO Contractor's technicians who are qualified through factory, OEM training or certification for the make of equipment described in the Hardware Listing (Exhibit D) and have Computer Technology Industry Association (CompTIA) A+ Certification (hardware and operation systems technologies).
- Current DCSE (Dell Certified Systems Expert) in Optiplex, Precision and Latitude models
- MCP (Microsoft Certified Professional)
- CompTIA A+ certification.

**2.10 INVOICING**

Payment will only be made upon completion and acceptance of the deliverables as defined in 2.5.2.

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS+ Master Contract. Proper invoices for payment shall contain the TO Contractor's Federal Tax Identification Number, as well as the information described below, and shall be submitted to the TO Manager for payment approval. Payment of invoices will be withheld if a signed Acceptance of Deliverable form – Attachment 9, is not submitted.

The TO Contractor shall submit invoices for payment upon acceptance of separately priced deliverables, on or before the 15<sup>th</sup> 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.

**2.10.1 INVOICE SUBMISSION PROCEDURE**

This procedure consists of the following requirements and steps:

- A) A proper invoice shall identify the DPSCS/ITCD as the TO Requesting Agency, deliverable description, associated TO Agreement number, date of invoice, period of performance covered by the invoice, and a TO Contractor POC 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 form – Attachment 9, for each deliverable being invoiced) submitted for payment to the DPSCS/ITCD at the following address:

DPSCS/ITCD  
 Attention: Finance Unit,  
 6676 Reisterstown Road, Suite 211  
 Baltimore, Maryland 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.

**2.11 MBE PARTICIPATION REPORTS**

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

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## **SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS**

### **3.1 REQUIRED RESPONSE**

Each Master Contractor receiving this CATS+ TORFP shall respond 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 – Work Plan: 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 should include a comprehensive schedule of tasks and times frames for completing all requirements and deliverables, including any tasks to be performed by State or third party personnel.
- 3) Draft Risk Assessment: Identification and prioritization of risks inherent in meeting the requirements in Section 2 - Scope of Work. Includes a description of strategies to mitigate risks. If the Risk Assessment appears as a deliverable in Section 2 – Scope of Work, that version will be a final version. Any subsequent versions should be approved through a formal configuration or change management process.
- 4) Assumptions: A description of any assumptions formed by the Master Contractor in developing the Technical Proposal. Master Contractors should avoid assumptions that counter or constitute exceptions to TORFP terms and conditions.
- 5) Proposed Tools: A description of any tools, for example hardware and/or software applications that will be used to facilitate the work.

##### **B) TORFP Staffing**

Provide a Staffing Management Plan that demonstrates how the Offeror will provide resources in support of this TORFP, and how the TO Contractor Personnel shall be managed. Include:

- a. Planned team composition by role
- b. Process and proposed lead time for locating and bringing on board resources that meet TO needs
- c. Supporting descriptions for all labor categories proposed in response to this TORFP
- d. Description of approach for quickly substituting qualified personnel after start of TO

C) Subcontractors

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

D) Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide three (3) examples of projects or contracts the Master Contractor 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, and telephone number
  - 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.
- 2) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five (5) 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, and telephone number
  - 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 D2 above as project or contract experience. State of Maryland experience is neither required nor given more weight in proposal evaluations.

E) Proposed Facility

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

F) State Assistance

Provide an estimate of expectation concerning participation by State personnel.

G) Confidentiality

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

**3.2.2 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. The Master Contractor should indicate on Attachment 1 the appropriate Labor Category being proposed, and the Fixed Hourly Labor Category Rate. Proposed rates are fully loaded and not to exceed the rates defined in the Master Contract.
- 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 TO Requesting Agency will consider all information submitted in accordance with Section 3.

### **4.2 TECHNICAL PROPOSAL EVALUATION CRITERIA**

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

- A) The Offeror's ability to meet the scope of work and requirements as outlined in Section 2.4 of the TORFP.
- B) Demonstrated past experience with Dell Optiplex, Precision and Latitude models, Microsoft Products, and Comptia A+.

### **4.3 SELECTION PROCEDURES**

- A) TO Proposals will be assessed throughout the evaluation process for compliance with the minimum qualifications in Section 2.8 and quality of responses to Section 3.2.1 of the TORFP. TO Proposals deemed technically qualified will have their TO Financial Proposal considered. All others will be deemed not reasonably susceptible to award and will receive email notice from the TO Procurement Officer of not being selected to perform the work.
- B) Qualified TO Financial Proposals will be reviewed and ranked from lowest to highest price proposed.
- C) The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, technical merit has 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 7 - Notice to Proceed (sample).

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## ATTACHMENT 1—PRICE PROPOSAL

### PRICE PROPOSAL (TIME AND MATERIALS) FOR CATS+ TORFP # Q00B4400145

- For evaluation purposes, a maximum of 1200 Hours shall be allocated for all (3) Network Technicians (Junior) combined.
- 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.
- A year for this task order shall be calculated as one calendar year from NTP. **Labor Rate Maximums:** The maximum labor rate that may be proposed for any CATS+ Labor Category shall not exceed the maximum for the CATS+ Master Contract year in which the TO Proposal due date.

Labor Categories ( Fully Loaded Rates)	A	B	C
	Hourly Labor Rate	Total Class Hours	Total Proposed CATS + TORFP Price
Network Technician (Junior) <b>YEAR ONE</b>	\$	1200	\$
Network Technician (Junior) <b>YEAR TWO</b>	\$	1200	\$
Network Technician (Junior) <b>YEAR THREE</b>	\$	1200	\$
Network Technician (Junior) <b>YEAR FOUR</b>	\$	1200	\$
Network Technician (Junior) <b>YEAR FIVE</b>	\$	1200	\$
<b>Total Evaluated Price</b>			\$

\_\_\_\_\_  
Authorized Individual Name

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Tax ID #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

The Hourly Labor Rate is the actual fully-loaded, all-inclusive rate the State will pay for services and shall be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate, but may be lower. Rates shall be fully loaded, i.e., 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**

THIS ATTACHMENT IS NOT APPLICABLE TO THIS TORFP.

### ATTACHMENT 3 — TASK ORDER AGREEMENT

#### CATS+ TORFP# Q00B4400145 OF MASTER CONTRACT #060B2490023

This Task Order Agreement (“TO Agreement”) is made this **MONTH DAY**, 2014 by and between **Task Order Contractor (TO Contractor)** and the STATE OF MARYLAND, 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 # Q00B4400145.
  - b. “CATS+ TORFP” means the Task Order Request for Proposals # Q00B4400145, dated **MONTH DAY**, 2014, including any addenda.
  - c. “Master Contract” means the CATS+ Master Contract between the Maryland Department of Information Technology and **TO Contractor** dated **MONTH DAY**, 2014.
  - d. “TO Procurement Officer” means Guy A. Werner, CPPB. 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 2810 East Joppa Road, Baltimore, Md, 21234.
  - g. “TO Manager” means Adam Canterbury of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
  - h. “TO Proposal - Technical” means the TO Contractor’s technical response to the CATS+ TORFP dated **date of TO Proposal**, 2014.
  - i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS+ TORFP dated **date of TO Proposal**, 2014.
  - j. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.
2. Scope of Work
  - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or super-cede the Master Contract.
  - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS+ TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are

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

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

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 shall 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 **Month Day, 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 \$\_\_\_\_\_. 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 shall include the TO Contractor's Federal Tax Identification Number which is \_\_\_\_\_. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices shall be submitted to the Agency TO Manager unless otherwise specified herein.

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

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

**TO Contractor Name**

\_\_\_\_\_  
By: Type or Print TO Contractor POC

\_\_\_\_\_  
Date

Witness: \_\_\_\_\_

STATE OF MARYLAND, DPSCS/ITCD

\_\_\_\_\_  
By: Guy A. Werner, CPPB, TO Procurement Officer

\_\_\_\_\_  
Date

Witness: \_\_\_\_\_

**ATTACHMENT 4—CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE**

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

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

Date: \_\_\_\_\_

By: \_\_\_\_\_  
(Authorized Representative and Affiant)

SUBMIT AS A .PDF FILE WITH TO TECHNICAL PROPOSAL

**ATTACHMENT 5—LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY**

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP

## ATTACHMENT 6—DIRECTIONS TO THE PRE-TO PROPOSAL CONFERENCE

DPSCS/ITCD  
6776 Reisterstown Road, Room 200  
Baltimore, MD 21215

**1:00 PM, March 20, 2014**

**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.

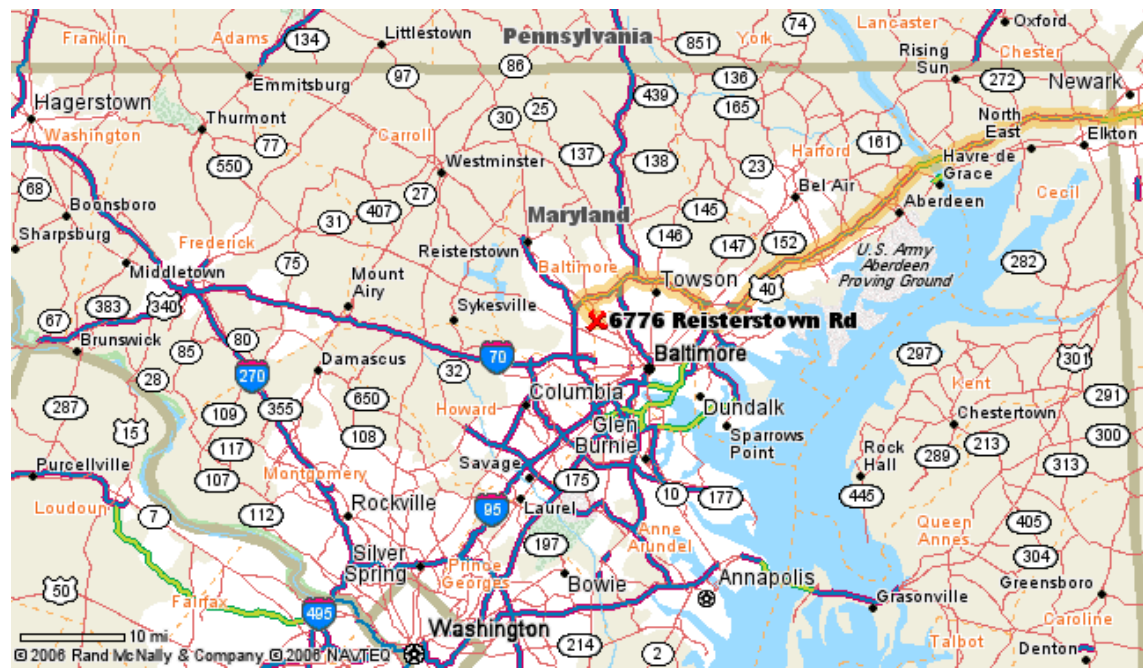
**From points South Baltimore:** MD-295 N or I-95 N towards Baltimore. Take I-695 N (Towson) exit on right. Take Exit 18A (MD-26 E, Liberty Rd, Lochearn) on right. Bear right onto MD-26 E (Liberty Rd). Travel 1.2 miles. Turn left onto Patterson Avenue. After your cross Wabash and the railroad tracks, 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 your 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 Lp) 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 your 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 Department of Public Safety and Correctional Services 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, pass the CJIS Storefront to the elevators. Take the elevator to the second floor, walk to the hall, turn right, and make a left by the vending machines. Room 200 is halfway down the hall on your right.





ATTACHMENT 7—NOTICE TO PROCEED (SAMPLE)

Month Day, 2014

TO Contractor Name

TO Contractor Mailing Address

Re: CATS+ Task Order Agreement # Q00B4400145.

Dear TO Contractor Contact:

This letter is your official Notice to Proceed as of Month Day, 2014, for the above-referenced Task Order Agreement. Mr. / Ms. \_\_\_\_\_ of \_\_\_\_\_ (Agency Name) will serve as the TO Manager and your contact person on this Task Order. He / She can be reached at telephone \_\_\_\_\_.

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

Sincerely,

Guy A. Werner, CPPB

Task Order Procurement Officer

Enclosures (2)

cc: Adam Canterbury

Procurement Liaison Office, Department of Information Technology

Project Management Office, Department of Information Technology

**ATTACHMENT 8—AGENCY RECEIPT OF DELIVERABLE FORM**

I acknowledge receipt of the following:

TORFP Title: Microcomputer/Printer Maintenance

TO Agreement Number: # Q00B4400145.

Title of Deliverable: \_\_\_\_\_

TORFP Reference Section # \_\_\_\_\_

Deliverable Reference ID # \_\_\_\_\_

Name of TO Manager: Adam Canterbery

\_\_\_\_\_  
TO Manager Signature Date Signed

Name of TO Contractor's TO Manager: \_\_\_\_\_

\_\_\_\_\_  
TO Contractor's Project Manager Signature Date Signed

SUBMIT AS REQUIRED IN THE TORFP.

**ATTACHMENT 9—AGENCY ACCEPTANCE OF DELIVERABLE FORM**

Agency Name: DPSCS/ITCD

TORFP Title: Microcomputer/Printer Maintenance

TO Manager: Adam Canterbury, 410.585.2981

**To:**

The following deliverable, as required by TO Agreement # Q00B4400145, 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 10 - NON-DISCLOSURE AGREEMENT (OFFEROR)

This Non- Disclosure Agreement (the "Agreement") is made this \_\_\_ day of \_\_\_\_\_ 2014, by and between \_\_\_\_\_ (hereinafter referred to as "the OFFEROR ") and the State of Maryland (hereinafter referred to as " the State").

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS+ TORFP # Q00B4400145.for Microcomputer/Printer Maintenance. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to \_\_\_\_\_. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described above, the OFFEROR agrees as follows:

1. OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received, except in connection with the preparation of its TO Proposal.
2. Each employee or agent of the OFFEROR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the OFFEROR shall provide originals of such executed Agreements to the State. Each employee or agent of the OFFEROR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the OFFEROR.
3. OFFEROR shall return the Confidential Information to the State within five business days of the State's Notice of recommended award. If the OFFEROR does not submit a Proposal, the OFFEROR shall return the Confidential Information to Guy A. Werner, CPPB, DPSCS/ITCD 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 REQUIRED IN THE TORFP

## ATTACHMENT 11 - NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

**THIS NON-DISCLOSURE AGREEMENT** (“Agreement”) is made as of this \_\_\_ day of \_\_\_\_\_, 2014, by and between the State of Maryland (“the State”), acting by and through its DPSCS/ITCD (the “Department”), and \_\_\_\_\_ (“TO Contractor”), a corporation with its principal business office located at \_\_\_\_\_ and its principal office in Maryland located at \_\_\_\_\_.

### RECITALS

**WHEREAS**, the TO Contractor has been awarded a Task Order Agreement (the “TO Agreement”) for Microcomputer/Printer Maintenance TORFP No. Q00B4400145, dated \_\_\_\_\_, (the “TORFP” issued under the Consulting and Technical Services+ procurement issued by the Department, Project Number 060B2490023; and

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

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

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

**DPSCS/ITCD:**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

SUBMIT AS REQUIRED IN TORFP

## ATTACHMENT 12 - TO CONTRACTOR SELF-REPORTING CHECKLIST

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

<b>Master Contractor:</b>	
<b>Master Contractor Contact / Phone:</b>	
<b>Procuring State Agency Name:</b>	
<b>TO Title:</b>	
<b>TO Number:</b>	
<b>TO Type (Fixed Price, T&amp;M, or Both):</b>	
<b>Checklist Issue Date:</b>	
<b>Checklist Due Date:</b>	
<b>Section 1 – Task Orders with Invoices Linked to Deliverables</b>	
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) _____	
<b>Section 2 – Task Orders with Invoices Linked to Time, Labor Rates and Materials</b>	
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) _____	
<b>Section 3 – Substitution of Personnel</b>	
A) Has there been any substitution of personnel? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, skip to Section 4.)	
B) Did the Master Contractor request each personnel substitution in writing? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____	



C) Does each accepted substitution possess equivalent or better education, experience and qualifications than incumbent personnel?

Yes  No  (If no, explain why) \_\_\_\_\_

D) Was the substitute approved by the agency in writing?

Yes  No  (If no, explain why) \_\_\_\_\_

#### Section 4 – MBE Participation

A) What is the MBE goal as a percentage of the TO value? (If there is no MBE goal, skip to Section 5)

%

B) Are MBE reports D-5 and D-6 submitted monthly?

Yes  No  (If no, explain why) \_\_\_\_\_

C) What is the actual MBE percentage to date? (divide the dollar amount paid to date to the MBE by the total amount paid to date on the TO)

%

**(Example - \$3,000 was paid to date to the MBE subcontractor; \$10,000 was paid to date on the TO; the MBE percentage is 30% ( $3,000 \div 10,000 = 0.30$ ))**

D) Is this consistent with the planned MBE percentage at this stage of the project?

Yes  No  (If no, explain why) \_\_\_\_\_

E) Has the Master Contractor expressed difficulty with meeting the MBE goal?

Yes  No

**(If yes, explain the circumstances and any planned corrective actions)**

\_\_\_\_\_

#### Section 5 – TO Change Management

A) Is there a written change management procedure applicable to this TO?

Yes  No  (If no, explain why) \_\_\_\_\_

B) Does the change management procedure include the following?

Yes  No  Sections for change description, justification, and sign-off

Yes  No  Sections for impact on cost, scope, schedule, risk and quality (i.e., the impact of change on satisfying TO requirements)

Yes  No  A formal group charged with reviewing / approving / declining changes (e.g., change control board, steering committee, or management team)

C) Have any change orders been executed?

Yes  No

**(If yes, explain expected or actual impact on TO cost, scope, schedule, risk and quality)**

\_\_\_\_\_

D) Is the change management procedure being followed?

Yes  No  (If no, explain why) \_\_\_\_\_

**ATTACHMENT 13—LIVING WAGE AFFIDAVIT OF AGREEMENT**

Contract No. \_\_\_\_\_

Name of Contractor \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

**If the Contract is Exempt from the Living Wage Law**

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

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

**If the Contract is a Living Wage Contract**

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

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

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

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

Name of Authorized Representative: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Date: \_\_\_\_\_ Title: \_\_\_\_\_

Witness Name (Typed or Printed): \_\_\_\_\_

Witness Signature & Date: \_\_\_\_\_

**ATTACHMENT 14—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.

A)

*The Investment Activities in Iran list is located at: [www.bpw.state.md.us](http://www.bpw.state.md.us)*

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

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

**CERTIFICATION REGARDING INVESTMENTS IN IRAN**

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

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

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

Name of Authorized Representative: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Date: \_\_\_\_\_ Title: \_\_\_\_\_

Witness Name (Typed or Printed): \_\_\_\_\_

Witness Signature and Date: \_\_\_\_\_

**ATTACHMENT 15—MERCURY AFFIDAVIT**

AUTHORIZED REPRESENTATIVE THEREBY AFFIRM THAT:

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

MERCURY CONTENT INFORMATION:

The product(s) offered do not contain mercury.

**OR**

The product(s) offered do contain mercury.

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

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

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

\_\_\_\_\_ By: \_\_\_\_\_  
Date Signature

Print Name: \_\_\_\_\_  
Authorized Representative and Affiant

# EXHIBIT A – CONFIDENTIAL LIST

## 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

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

**EXHIBIT B – PERFORMANCE EVALUATION**

**DATE:** \_\_\_\_\_

**CATS TORFP PROJECT NUMBER (Q00B4400145)**

EVALUATION PERIOD: **XX/XX/XXXX – XX/XX/XXXX**

**TO MANAGER:**

<i>Evaluation Criteria</i>	<u>Rating</u> (Last Quarter)	<u>Rating</u> (This Quarter)	<u>Mediation Required</u> (Yes or No)
All tasks for this reporting period were completed.			
Accuracy of work completed.			
Lateness / Punctuality.			
Overall satisfaction with Contractor Performance this period.			
Invoices delivered in timely fashion.			
Accuracy of Invoices submitted.			

**Rating**

3. Exceeded customer expectations.
2. Met customer expectations.
1. Did not meet customer expectations.

**EXHIBIT C – MITIGATION PROCEDURES**

THIS ATTACHMENT IS NOT APPLICABLE TO THIS TORFP.

## **EXHIBIT D – HARDWARE AND SOFTWARE LISTING**

Hardware to be worked on under this contract includes but is not limited to:

- Laptop Computers – Dell (various models)  
Dell Latitude 600 Series  
Dell Latitude E6500 Series
- Workstations – Dell (various models)  
Dell Optiplex 760, 780, 790, 7010 Series  
Monitors – various manufactures
- Printers and Multifunction Devices– Hewlett Packard, Lexmark, Dell, Epson (all various models)
- Scanners – Hewlett Packard, Canon, Fujitsu (various models)
- Signature Pads - Topaz

Software to be worked on under this contract includes but is not limited to:

- Microsoft Windows XP Operating System
- Microsoft Windows 7 Operating System
- Microsoft Windows 8 Operating System
- Microsoft Office 2003, 2007, 2010



**EXHIBIT E - Hardware Locations**

<b>Site Number</b>	<b>Unit</b>	<b>Address</b>	<b>City</b>	<b>Zip Code</b>	<b>Telephone #</b>
<b>DPSCS Headquarters (8)</b>					
1	Office of the Secretary	300 E. Joppa Road	Towson	21286	410-339-5000
2	Office of the Secretary - Legislative Office	80 Calvert Street 6776 Reisterstown Road	Annapolis	21401	410-260-6070
3	Reisterstown Road Plaza	Road	Baltimore	21215	410-585-3300
4	Sudbrook Lane	115 Sudbrook Lane	Pikesville	21208	410-764-5160
5	Capital Constr. & Facilities Maintenance	7695 Old Jessup Road	Jessup	20794	410-799-3422
6	Internal Investigative Unit	8510 Corridor Road	Savage	20763	410-724-5720
7	IIU-Eastern Regional Satellite Office	201 Baptist Street 1201 Reisterstown Road	Salisbury	21802	410-713-3760
8	Maryland State Police Data Center	Road	Pikesville	21208	410-653-4555
9	Dorsey Run Road	8410 Dorsey Run Road	Jessup	20794	410-792-4794
<b>Division of Pre-Trial, Detention &amp; Services (9)</b>					
10	Baltimore Central Booking & Intake Center	300 E. Madison Street	Baltimore	21202	410-209-4290
11	Baltimore City Detention Center	401 E. Eager Street 531 E. Madison Street	Baltimore	21202	410-209-4000
12	BCDC - Jail Industries	Street	Baltimore	21202	410-209-4169
13	DPDS - Pre-Trial	5800 Wabash Avenue	Baltimore	21215	410-878-8158
14	BCDC - O'Brien House	501 E. Eager Street	Baltimore	21202	410-637-1001
15	DPDS - Pre-Trial	1400 North Avenue	Baltimore	21202	410-878-8531
16	DPDS - Pre-Trial Services (Mitchell C.H.)	100 N. Calvert Street, Rm 442	Baltimore	21202	410-986-5900

17	Resident Labor Program	729 Graves Street 111 N. Calvert Street,	Baltimore	21202	410-209-4244
18	Pre-Trial Court Operations	Rm 315	Baltimore	21202	410-333-8511

**Division of Correction (35)**

19	Baltimore PreRelease Unit	926 Greenmount Avenue 301 N. Calverton Road	Baltimore	21202	410-234-1878
20	BPRU Women	7301 Buttercup Road	Baltimore	21220	410-223-2260
21	Central Laundry Facility	30420 Revells Neck Road	Sykesville	21784	410-781-4734
22	Eastern Correctional Institution	700 Flat Iron Square Road	Westover	21871	410-845-4000
23	Eastern Pre-Release Unit	2001 Toulson Road	Church Hill	21623	410-810-5400
24	Herman L. Toulson Boot Camp	2100 Guilford Avenue	Jessup	20794	410-799-4233
25	Home Detention Unit	2000 Toulson Road	Baltimore	21201	410-443-3800
26	Jessup Pre-Release Unit		Jessup	20794	410-540-2700
27	MD Correctional Institution- Hagerstown	18601 Roxbury Road 7930 Brockridge Road	Hagerstown	21746	301-733-2800
28	Brockbridge Correctional Facility	401 E. Madison Street	Jessup	20794	410-799-1363
29	MD Correctional Adjustment Center	7943 Brockbridge Road	Baltimore	21202	410-539-5445
30	MD Correctional Institution for Women	Box 549 House of Correction Rd.	Jessup	20794	410-379-3800
31	MD Correctional Institution-Jessup	18800 Roxbury Road	Jessup	20794	410-799-7610
32	MD Correctional Training Center	Box 549 House of Correction Rd.	Hagerstown	21746	301-791-7200
33	MD House of Correction & Annex 30A Assist. Comm. Hutchinson's Ofc. 30B MD House of Correction - K-9		Jessup	20794	410-799-6100    410-799-8577
34	MD Reception Diagnostic & Class.	550 E. Madison	Baltimore	21202	410-332-0970

	Center	Street			
35	MTC - Penitentiary	954 Forrest Street	Baltimore	21202	410-837-2135
36	OSTC/MTC Finance	926 Forrest Street	Baltimore	21202	410-234-1800
		24090 Nanticoke			
37	Poplar Hill Pre-Release Unit	Road	Quantico	21856	410-845-4580
38	Roxbury Correctional Institution	18701 Roxbury Road	Hagerstown	21746	240-420-3000
39	Southern MD Pre-Release Unit	14320 Oaks Road	Charlotte Hall	20622	410-974-2060
		13800 McMullen			
40	Western Correctional Institution	Highway, SW	Cumberland	21502	301-729-7000
	Western MD Correctional Hiring				
41	Unit	18411 Roxbury Road	Hagerstown	21746	410-764-4203
		7601 Oak Ridge			
42	Oak Ridge Road	Road	Jessup	20794	410-799-7074
		7603 Oak Ridge			
43	DOC Hearing Officers	Road	Jessup	20794	410-799-1229
		7604 Oak Ridge			
44	DOC Intel Office	Road	Jessup	20794	410-799-2521
	BPRUW - Annex (TAMAR'S				
46	CHILDREN)	4500 Park Heights	Baltimore	21215	410-367-5946
		7931 Brockbridge			
47	MCPRS - Administration	Road	Jessup	20794	410-540-6200
		1415 North Caroline			
48	Dismass House East	Street	Baltimore	21213	410-539-2520
49	Dismass House West	105 S. Mount Street	Baltimore	21223	410-566-9400
50	Threshold Pre-Release	1702 St. Paul Street	Baltimore	21202	410-727-0100
		901 Greenmount			
51	Baltimore City Correctional Center	Avenue	Baltimore	21202	410-234-1400
52	North Branch Correctional Institution	12501 Arnel Avenue	Cumberland	21502	301-729-7401

### Parole and Probation (56)

53	P&P - Easton Regional	8221 Teal Drive	Easton	21601	410-822-5050
		200 Duke Street,	Prince		
54	P&P - Prince Frederick	Suite 1100	Frederick	20678	443-550-6780
55	P&P - Elkton	170 E. Main Street	Elkton	21921	410-996-0660
		7871 Beechcraft			
56	P&P - Gaithersburg	Avenue	Gaithersburg	20879	240-386-2600

57	P&P - Princess Anne	11670 Somerset Avenue	Princess Anne	21853	410-651-2211
58	P&P - Catonsville/Arbutus	900 Walker Ave. 3451 Courthouse Drive	Baltimore	21228	410-455-5022
59	P&P - Ellicott City	201 Baptist Street, P.O. Box 19	Ellicott City	21043	410-480-7920
60	P&P - Salisbury	251 Rowe Boulevard	Salisbury	21801	410-713-3700
61	P&P - Annapolis	310 Gay Street	Annapolis	21401	410-260-1900
62	P&P - Cambridge	2100 Guilford Avenue	Cambridge	21613	410-901-8460
63	P&P - Guilford Avenue	30B North Mechanics Street	Baltimore	21218	443-263-3500
64	P&P - Cumberland	7500 Ritchie Highway, Room 109	Cumberland	21501	301-784-8110
65	P&P - Glen Burnie	3413 Dundalk Avenue	Glen Burnie	21061	410-412-7050
66	P&P - Dundalk	100 W. Franklin Street, Suite 205	Baltimore	21222	410-288-5810
67	P&P - Hagerstown	8914 Kelso Drive	Hagerstown	21740	240-420-5140
68	P&P - Essex/Rosedale	2 South Bond Street	Baltimore	21221	410-238-5500
69	P&P - Bel Air	301 Bay Street, Suite 302	Bel Air	21014	410-836-4650
70	P&P - Easton Field	120 Broadway	Easton	21601	410-763-4950
71	P&P - Centreville	131 Dixon Drive	Centreville	21617	410-819-4140
72	P&P - Chestertown	207 South 3rd Street	Chestertown	21620	410-810-5960
73	P&P - Denton	1800 Charles Street	Denton	21629	410-819-4550
74	P&P - Charles Street - Regional	301 N. Gay Street	Baltimore	21201	410-333-4101
76	P&P - Central	428 E. Preston Street	Baltimore	21202	410-895-7666
77	P&P - Northeast	4850 mt. Hope Drive	Baltimore	21202	419-962-6300
78	P&P - Northwest	422C West Market Street	Baltimore	21215	410-764-5800
80	P&P - Snow Hill	3027 E. Madison Street	Snow Hill	21863	410-632-4200
81	P&P - Southeast	14735 Main Street, Room 068B	Baltimore	21205	410-537-7300
82	P&P - Upper Marlboro	101 N. Court Street	Upper Marlboro	20772	301-627-7200
83	P&P - Westminster		Westminster	21157	410-871-3650

84	P&P - Hyattsville	4990 Rhode Island Ave., Suite 101 25 Industrial Park	Hyattsville	20781	301-699-3620
85	P&P - Waldorf	Lane 23110 Leonard Hall	Waldorf	20602	301-396-8800
86	P&P - Leonardtown	Drive	Leonardtown	20650	301-475-4606
87	P&P - Temple Hills	4235 28th Avenue 100 E. All Saints	Temple Hills	20748	301-316-4600
88	P&P - Frederick Regional	Street, Suite 200	Frederick	21701	301-631-3060
89	P&P - Landover Day Reporting	1895 Brightseat Road	Landover	20785	301-883-2800
90	P&P - LaPlata	6845 Crain Highway	LaPlata	20646	301-934-0452
91	P&P - Rockville Day Reporting	979 Rollins Avenue 17 W. Pennsylvania	Rockville	20852	301-998-6700
92	P&P - Towson	Avenue 221A South Third	Towson	21204	410-832-2300
93	P&P - Oakland	Street	Oakland	21550	301-334-8113
94	P&P - Frederick Field	100 W. Patrick Street	Frederick	21701	301-694-1935
95	P&P - Rockville Pre-Release	11651 Nebel Street	Rockville	20852	301-468-4200
96	P&P - Silver Spring Field	8552 Second Avenue	Silver Spring	20910	301-563-8620
97	P&P - Rockville Intake Office (Dist. Court)	27 Courthouse Square	Rockville	20850	301-279-1256
98	P&P - Intake Office (Circuit Court)	50 Maryland Avenue	Rockville	20850	240-777-9598
99	P&P - Monument Street (RAC I, RAC III)	319 W. Monument Street	Baltimore	21201	410-333-8937
100	P&P - Aberdeen	31 W. Belair Avenue 1004 Littlestown	Aberdeen	21001	410-297-2200
101	P&P - Westminster (DDMP)	Pike, Suite A3 22 S. Greene St.	Westminster	21157	410-876-7486
102	COP Violent Intervention Project	(Shock Trauma)	Baltimore	21218	410-328-7070
103	Warrant Apprehension Unit	7602 Oakridge Road	Jessup	20794	443-755-0135
104	P&P - Ocean City Field/DDMP	12610 Coastal Hwy	Ocean City	21842	410-250-3348
105	Metropolitan Task Force	242 W. 29th Street	Baltimore	21211	410-637-8970

**Patuxent Institution (3)**

106	Patuxent Institution	7555 Waterloo Road	Jessup	20794	410-799-3400
107	Patuxent Institution - Finance	7659 Old Jessup	Jessup	20794	410-799-7901

108	Patuxent Institution Re-Entry Program	Road 319 W. Monument Street	Baltimore	21201	410-234-0220
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**Police Correctional Training Commission (4)**

109	Police & Correctional Training Commission	3085 Hernwood Road	Woodstock	21163	410-750-6500
110	Driver Training Facility	7310 Slacks Road	Sykesville	21784	410-549-5732
111	Firearms Training Facility	7320 Slacks Road	Sykesville	21784	410-552-6300
112	Police Entrance Level Training Program	300 South Center Street	Westminster	21157	410-386-8143
113	Police & Correctional Training Commission	6852 4th Street	Sykesville	21163	410-875-3400
114	PCTC -AST (Formerly P&P - Technical Assistance Unit)	1623 Forest Drive, Suite 203	Annapolis	21403	410-260-1900

**Other Units (1)**

115	MD Correctional Enterprises	7275 Waterloo Road	Jessup	20794	410-540-5400
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***NOTE: Any additions, corrections or deletions should be reported to 410-653-8933***