

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

WEB DEVELOPMENT, MAINTENANCE AND SUPPORT

CATS+ TORFP #T00B4400022



Department of Business and Economic Development

Issue Date: 03/13/2014

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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 shall respond to this TORFP with either a Task Order (TO) Proposal to this TORFP or a Master Contractor Feedback form (See Section 3).

TORFP Title:	Web Development, Maintenance and Support
TO Project Number (TORFP #):	T00B4400022
Functional Area:	Functional Area 2 (Web and Internet Systems)
TORFP Issue Date:	03/13/2014
Questions Due Date and Time:	04/02/2014 at 03:00 PM Local Time
Closing Date and Time:	04/ 11/ 2014 at 04:00 PM Local Time
TORFP Requesting Agency:	Maryland Department of Business and Economic Development – Information & Technology Management
Send Questions and Proposals to:	Brenda Lee, Procurement Officer BSLee@choosemaryland.org
TO Procurement Officer:	Brenda Lee Office Phone Number: 410-767-2345 Office Fax Number: 410-767-2216
TO Manager:	Regina Tillery Office Phone Number: 410-767-3391 Office Fax Number: 410-333-6860 rtillery@choosemaryland.org
TO Type:	Fixed price/ Time and materials
Period of Performance:	3 years (beginning on NTP) plus two (2) one year renewal options, at sole discretion of DBED
MBE Goal:	33 % with sub-goals for Women-owned of 8 %, African American-owned of 7 % and Hispanic American-owned of 2 %
VSBE Goal:	2%
Small Business Reserve (SBR):	Yes
Primary Place of Performance:	World Trade Center – 401 East Pratt Street Baltimore, MD 21202
TO Pre-proposal Conference:	Maryland Department of Business and Economic Development - World Trade Center 401 East Pratt Street, The Maryland Room, 21 st Floor Baltimore, MD 21202 03/ 27/ 2014 at 10:00 AM Local Time See Attachment 6 for directions.

SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 TORFP SUBJECT TO CATS+ MASTER CONTRACT

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

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

1.2 ROLES AND RESPONSIBILITIES

Personnel roles and responsibilities under the TO:

- **TO Procurement Officer** – The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement.
- **TO Manager** - The TO Manager has the primary responsibility for the management of the work performed under the TO Agreement; administrative functions, including issuing written directions; ensuring compliance with the terms and conditions of the CATS+ Master Contract.
- **TO Contractor** – The CATS+ Master Contractor awarded the TO Agreement. The TO Contractor shall provide human resources as necessary to perform the services described in this TORFP Scope of Work.
- **TO Contractor Manager** - TO Contractor Manager will serve as primary point of contact with the TO Manager to regularly discuss progress of tasks, upcoming tasking, historical performance, resolve any issues that may arise pertaining to the TO contractor support personnel, and manages the Project Request process on the Contractor side. The TO Contractor Manager will serve as liaison between the TO Manager and the senior TO Contractor management. The TO Contractor will provide invoices as specified under Section 2.13 Invoicing. The TO Contractor is responsible for making payments to the TO Contractor personnel.
- **TO Support Personnel** – Any resource provided by the TO Contractor in support of this TORFP over the course of the TORFP period of performance.
- **Proposed Personnel** – Any individual named in the TO Proposal by the Master Contractor to perform work under the scope of this TORFP. Proposed personnel shall start as of TO Agreement issuance unless specified otherwise. TO Contractor Personnel assigned to a particular PR shall be required to possess the skills necessary to successfully complete each Project Request to the satisfaction of DBED.

Proposed personnel staffing will be based on the TO Contractor's proposed solution and shall meet the requirements of the labor categories as described in the CATS+ RFP

1.3 TO AGREEMENT

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

1.4 TO PROPOSAL SUBMISSIONS

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

1.5 ORAL PRESENTATIONS/INTERVIEWS

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 will become part of the Master Contractor's proposal and are binding, if the TO Agreement is awarded to the Master Contractor. The Procurement Officer will notify Master Contractor of the time and place of oral presentations.

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

1.6 QUESTIONS

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

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

1.7 TO PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held at the time, date and location indicated on the Key Information Summary Sheet. Attendance at the pre-proposal conference is not mandatory, but all 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 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 Procurement Officer no later than five (5) business days prior to the pre-proposal conference. The DBED will make reasonable efforts to provide such special accommodation.

1.8 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 with its TO Proposal a Conflict of Interest Affidavit and Disclosure in the form included as Attachment 4 of this TORFP. If the TO Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the TO Procurement Officer may reject 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 COMAR 21.05.08.08A.

1.9 LIMITATION OF LIABILITY

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

1.10 CHANGE ORDERS

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

1.11 TRAVEL REIMBURSEMENT

Expenses for travel performed in completing tasks for this TORFP shall not be reimbursed.

1.12 MINORITY BUSINESS ENTERPRISE (MBE)

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

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

1.12.1 MBE PARTICIPATION REPORTS

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

- A) Monthly reporting of MBE participation is required in accordance with the terms and conditions of the CATS+ Master Contract by the 15th day of each month.
- B) The TO Contractor shall provide a completed MBE Prime Contractor Paid/Unpaid MBE Invoice Report (Attachment 2, Form D-5) to DBED at the same time the invoice copy is sent.
- C) The TO Contractor shall ensure that each MBE Subcontractor provides a completed Subcontractor Paid/Unpaid MBE Invoice Report (Attachment 2, Form D-6).
- D) Subcontractor reporting shall be sent directly from the subcontractor to the DBED. The TO Contractor shall email all completed forms, copies of invoices and checks paid to the MBE directly to the TO Manager.

1.13 VETERAN OWNED SMALL BUSINESS ENTERPRISE (VSBE)

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.

1.14 NON-DISCLOSURE AGREEMENT

1.14.1 NON-DISCLOSURE AGREEMENT (OFFEROR)

Certain system documentation may be available for potential Offerors to review at a reading room at DBED's address. 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.

1.14.2 NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

Certain system 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.

1.15 LIVING WAGE

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

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

1.16 IRANIAN NON-INVESTMENT

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

1.17 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

DoIT is responsible for contract management oversight on the CATS+ Master Contract. As part of that oversight, DoIT has implemented a process for self-reporting contract management activities of TOs under CATS+. This process 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 form. Subsequently, at six month intervals from the due date on the initial checklist, the TO Contractor shall update and resend the checklist to DoIT.

1.18 MERCURY AND PRODUCTS THAT CONTAIN MERCURY

THIS SECTION IS NOT APPLICABLE TO THIS TORFP

1.19 PURCHASING AND RECYCLING ELECTRONIC PRODUCTS

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

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SECTION 2 - SCOPE OF WORK

2.1 PURPOSE

The DBED is issuing this CATS+ TORFP to obtain the services required for Internet/Intranet web application development, maintenance and support described in this CATS+ TORFP. The majority of work under this TORFP will shall be initiated via a time and material based Project Request (PR) process outlined in Section 2.5. A PR is the artifact that forms the basis for work under the scope of the TO. The TO Contractor shall provide the necessary labor to perform the following discrete major tasks within the scope of this TORFP to ensure that the following goals and objectives are met.

2.2 REQUESTING AGENCY BACKGROUND

DBED's purpose and function is to stimulate private investment in the State, create and retain jobs, attract new businesses to Maryland, encourage the retention and expansion of existing companies, and provide enterprises in Maryland with workforce training and financial assistance through its various programs. The Department heralds the advantages of doing business in Maryland and promotes local products and services both at home and abroad to spur economic development, international trade, and tourism. The Department also supports the arts, television and film production, and other special events as part of its mission to market the State as an ideal location in which to live, work and play.

2.3 EXISTING SYSTEM DESCRIPTION

The current environment includes the following hardware and software components to provide a highly secure, available, reliable and scalable infrastructure to support the 24x7x365 operations of the DBED Website and Web/Systems Applications.

- 64-bit edition Microsoft Windows Server Standard Edition 2012
- 64-bit edition Microsoft SQL Server Enterprise Edition 2012
- Microsoft Office SharePoint Server Enterprise 2012
- ASP.NET Version 4.0.3
- Microsoft Visual Studio Ultimate 2012
- Microsoft AD Enterprise 2003
- Microsoft SQL Server 2012 Enterprise with Always-On for replication to DR
- Microsoft Forefront Client Security about to upgrade to forefront endpoint protection soon
- Symantec Backup Exec 2012 with SharePoint plugin
- SQL 2012 DB's stored on EMC VNX series SAN on Raid 1+0

DBED is currently running four websites on two physical SharePoint 2007 Servers using a Microsoft SQL 2005 backend (Diagram available at document library). In the current setup, each server contains development, testing, production, and web front ends (WFE) located in the DMZ, delimited only by alternative access mapping. DBED is transitioning into a new SharePoint 2013 environment where the production pipeline consist of two physical web front ends servers and one virtual application server for production (Diagram available at document library). Testing and Development pipelines each have one virtual WFE plus a virtual application server. All three application servers are connected to a clustered SQL 2012 server, with each of the applications servers connected to its own instanced database. Because of the need to have bulk, as well as, targeted structure and data transfers

between the three application servers (production, development, test), we use a 3rd party tool specifically designed for this situation called DocAve 6.3.

Development tools in SharePoint 2007 are currently limited to Visual Studio 2005 and SharePoint designer 2007 tools. Development tools in SharePoint 2013 start with Visual Studio Ultimate 2012 and SharePoint designer 2013.

DBED procured Salesforce.com (SFDC) to replace its existing Customer Relationship Management (CRM) software for launch July 1, 2012. SFDC has become the department's primary source of business data. Data from SFDC is used for StateStat, Managing for Results (MFR), Open Data Initiative, and annual reports. SFDC is built upon the Force.com Platform as a service (PaaS) architecture and DBED has begun leveraging the product beyond CRM.

Current Esri resources used for web applications include ArcMap, ArcGIS Server and ArcGIS Online. APIs to be used are JavaScript and HTML5. These APIs allow for the development of mobile-friendly applications, applications that can universally be viewed on any device including all mobile devices. Considerations shall be made to implement responsive design within the application for embedding into the responsive design templates of the DBED website.

The State has recently developed a JavaScript/HTML5 web application template which is available for implementation. The template provides code for basic layout and functionality and allows valuable time and resources to be spent on new and enhanced features, rather than the fundamental features of a web application. The code for this template is available on GitHub.com and collaboration on template enhancements is encouraged. The template is designed to initially be implemented with ArcGIS Online, but a copy of the code can be placed on a web server and a Developer can modify the application without restriction. The template does not include responsive design, but was designed to be accessible from any device, including all mobile devices.

2.4 PROFESSIONAL DEVELOPMENT

The TO Contractor shall ensure continuing education opportunities for the personnel provided to support this TORFP. Further, any IT services personnel obtained under this TORFP shall maintain any required professional certifications for the duration of the resulting TO. The T.O Contractor shall maintain current industry knowledge of best practices and procedures for maintaining a SharePoint 2013 environment

2.5 REQUIRED 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 SDLC methodology for all (PR with over 320 hours of work)

- The State Information Technology Security Policy and Standards;
- The Statewide web standards template;
- 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 sub-Contractors are to follow this consistent methodology for all TO activities.
- Maryland Nonvisual Access standards;
- TO Contractor and TO Contractor Personnel shall follow best practices as outlined in Microsoft TechNet in the integration of Microsoft Active directory and Custom applications

2.6 REQUIREMENTS

2.6.1 TRANSITION IN SERVICES

2.6.1.1 The T.O. contractor shall meet with the incumbent T.O. contractor, of the current Task Order scheduled to expire May 2014, to gain an understanding of open Project Requests, custom systems, web applications, and documentation created or updated by the incumbent. This will be a fixed cost task.

2.6.2 MAINTENANCE AND SUPPORT SERVICES

- 2.6.2.1 The TO Contractor shall provide development or assist in the development and/or maintenance of websites and web applications based on the DBED's current Microsoft SharePoint Server standards (2007/2013) including associated Microsoft SQL databases (2005/2012). Activities include system administration to address incidents, change requests, upgrades and Project Request (PR) projects.
- 2.6.2.2 The TO Contractor shall provide development or assist in the development and/or maintenance of websites and web applications which are outside of the DBED's current Microsoft SharePoint Server standards including associated databases (MS SQL 2005-2013/MySQL). Activities include system administration to address incidents, change requests, upgrades and PR projects for websites and web applications including (but not limited to) those built in WordPress, HTML, and ASP, website analytics.
- 2.6.2.3 The TO Contractor shall provide development or assist in the development and/or maintenance of ESRI Graphical Information Service (GIS) web applications that ensure the availability and reliability of DBED and affiliated web sites and services.
- 2.6.2.4 The TO Contractor shall provide APEX development for DBED's Salesforce implementation and/or assist in the development and maintenance of Apex Triggers, Apex Classes, and Visualforce pages on the Force.com platform.
- 2.6.2.5 The TO Contractor as part of providing services for 2.5.2.1 – 2.5.2.4 above shall:
- (a) Design, develop and implement web sites/applications or APEX code appropriate to the requirements outlined by DBED staff in the "Description of Enhancement" Section of the PR.
 - (b) Provide a project management plan, requirements document, design document and testing plan. Where applicable, the TO Contractor shall develop and perform unit and system testing of the web sites/applications or APEX code. User acceptance testing and final acceptance testing will be performed by DBED personnel.
 - (c) Review a web site/application or code identified on the approved PR with DBED personnel.
 - (d) Document code and provide to DBED that code documentation and any other relevant documentation with respect to each web site/application or APEX code.
 - (e) Provide ongoing training and knowledge transfer to DBED personnel designated by the TO Manager.
 - (f) Comply with Maryland's Security standards and Maryland Nonvisual Access standards as per Section 2.5.
 - (g) Ensure code transactions do not introduce security issues.

- (h) Participate in the planning and execution of tasks related to new deployments or enhancements including custom solutions and applications. Services include patches, fixes, plugins, and integration with other enterprise systems. Document deployment procedures and support requirements

2.6.2.6 The TO contractor will work closely with application support and network support teams to address any enterprise wide issues or outages that may occur to the DBED network. Assist in developing adequate security monitoring and access authentication

2.6.3 ANNUAL SERVICES

2.6.3.1 The TO Contractor shall provide an annual review of DBED's network for potential security breaches to include analysis of policies and procedures, threat analysis, and vulnerability analysis. The review will include a review of the networks overall performance: speed, network bandwidth, packet deterioration etc.

2.6.3.2 The TO Contractor shall provide recommendations for remediation of potential security risks within the Network to maximize the protection of confidentiality, integrity and availability while still providing functionality and usability. If Network performance is found not to be sufficient to handle the data demands of the department; TO contractor will provide recommendations for remediation.

2.6.4 TRANSITION OUT SERVICES

2.6.4.1 The T.O. contractor shall meet with the incoming T.O. contractor with the purpose of knowledge transfer. Allowing the incoming T.O contractor to gain an understanding of open Project Requests, custom systems, web applications, and documentation created or updated by the incumbent T.O, contractor. This will be a fixed cost task.

2.6.5 GENERAL SERVICES

2.6.5.1 TO Contractor shall, in conjunction with DBED staff and if possible previous/future TO Contractor, conduct a review of the current —~~A~~is” environment to define a baseline.

2.6.5.2 TO Contractor personnel shall be responsible for knowledge transfer, occurring on the reassignment of a project resource from one task/project to another (either permanent or temporary transfer).

2.6.5.3 TO Contractor shall participate in annual performance evaluations.

2.6.5.4 TO Contractor personnel shall participate in meetings as a technical resource, as required.

2.6.5.5 TO Contractor personnel shall be responsible for reviewing technical writer's documentation for correctness.

2.6.5.6 TO Contractor personnel shall, in conjunction with the Project Manager, conduct training for end users, as necessary.

2.6.5.7 The TO Contractor shall maintain current industry knowledge of best practices and procedures for managing SharePoint 2013 environments

2.6.6 SERVICE LEVEL AGREEMENT (SLA)

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

2.6.7 BACKUP / DISASTER RECOVERY

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

2.6.8 REQUIREMENTS FOR HARDWARE, SOFTWARE, AND MATERIALS

If Hardware or Software is required for the completion of a PR, it will be purchased separately under a different contract vehicle such as State of Maryland's Software/Hardware contract.

The majority of work performed under this TORFP will be performed at the World Trade Center location on DBED supplied equipment.

2.7 PERFORMANCE AND PERSONNEL

2.7.1 WORK HOURS

- Business Hours Support: The TO Contractor's collective assigned personnel shall support core business hours (8:30 AM to 5:30 PM), Monday through Friday except for State holidays, Service Reduction days, and Furlough days observed by the DBED. TO Contractor personnel may also be required to provide occasional support outside of core business hours, including evenings, overnight, and weekends, to support: specific efforts and emergencies to resolve system repair or restoration.
- State-Mandated Service Reduction Days: TO Contractor personnel shall be required to participate in the State-mandated Service Reduction Days as well as State Furlough Days. In this event, the TO Contractor will be notified in writing by the TO Manager of these details.
- Vacation Hours: Requests for leave shall be submitted to the TO Manager at least two weeks in advance. The TO Manager reserves the right to request a temporary replacement if leave extends longer than one consecutive week. In cases where there is insufficient coverage, a leave request may be denied.

2.7.2 PERFORMANCE ISSUE MITIGATION

At any time during the TO period of performance, should the performance of a TO Contractor resource be rated "unsatisfactory" as documented in the performance evaluation, DBED will pursue the following mitigation procedures prior to requesting a replacement employee:

- A) The TO Manager shall document performance issues and give written notice to the TO Contractor, clearly describing problems and delineating remediation requirement(s).
- B) The TO Contractor shall respond with a written remediation plan within three business days and implement the plan immediately upon written acceptance by the TO Manager.

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

2.7.3 SUBSTITUTION OF PERSONNEL AFTER AWARD

The substitution of personnel procedures is as follows:

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

2.7.4 PREMISES AND OPERATIONAL SECURITY

- A) 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.
- B) TO Contractor employees shall, while on DBED premises, display their building issued identification cards without exception.
- C) TO Contractor shall require its employees to follow the State of Maryland and DBED IT Security Policy and Standards throughout the term of the Contract.
- D) 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.
- E) 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.
- F) 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.

2.7.5 PERFORMANCE EVALUATION

TO Contractor personnel will be evaluated by the TO Manager after each PR for reuse decision, and on a monthly basis for PR's over 160 hours. The TO Manager shall evaluate performance of each TO Contractor resource using the established performance evaluation form included as Attachment 18. .

2.8 PROJECT REQUEST PROCESS

i. Project Request Procedure

The TO Contractor shall follow the process outlined below for each Project Request submitted by DBED.

- A) The TO Manager will submit a Project Request form (see Attachment 17) to the TO Contractor for work requested for all work types:
- TO Contractor shall update the Project Request form with estimated level of effort (i.e. hours), cost (using proposed labor rates). When the Project Request form has been updated, the TO Contractor shall return the form to the TO Manager via email in a PDF format. Upon receipt of a completed project request form, DBED may or may not decide to proceed with the subtask. A response from the TO Contractor to the TO Manager for each Project Request is expected within two business days.
- B) For each Project Request, the TO Contractor shall:
- For each written deliverable, draft and final, the TO Contractor shall submit to the TO Manager one (1) electronic copy compatible with Microsoft Office 2007/2010, Microsoft Project 2007/2010 and/or Visio 2007/2010.
- C) A Project Schedule: TO Contractor shall create and maintain a Gantt chart or WBS containing tasks and estimated time frames for completing each Project Request that is estimated to last longer than two business days. TO Contractor shall submit an Acceptance of Deliverable form to the TO Manager for each completed Project Request. A Project Request is not considered complete until the form is signed by the TO Manager
- D) For a T&M Project Request, the TO Manager will review the response and will confirm the proposed labor rates are consistent with this TORFP; For a fixed price Project Request, the TO Manager will review the response and will confirm the proposed prices are acceptable. Unless specifically designated as Fixed Price all Project Request will be Time and Material.
- E) The TO Manager may contact the TO Contractor to obtain additional information, clarification or revision to the Project Request,
- F) Proposed personnel on any type of Project Request shall be approved by the TO Manager. The TO Contractor shall furnish resumes of proposed personnel specifying their intended labor category from the CATS+ Labor Categories proposed in the TO Proposal. The TO Manager shall have the option to interview the proposed personnel. After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the personnel.
- G) The TO Manager will issue the Notice to Proceed (NTP) via email and signature on PR form after the Project Request is approved and/or any interviews are completed.

ii. Project Request Requirements

- A) The TO Contractor shall analyze PR scope, objectives, functional requirements and performance needs to recommend environment adjustments and solutions.
- B) TO Contractor shall attend and participate in a minimum of one (1) JAD session for each enhancement, support issue, or upgrade of an application or website. The attendees at the review session(s) shall be a competent and responsible designee of the TO Contractor and the TO Manager. The TO Contractor shall prepare and distribute the minutes from the review session(s), as a vehicle to verify, document, maintain and provide feedback with respect to the results of each session to the meeting participants within three (3) business

days following the review session. Minutes shall be reviewed at the beginning of any subsequent review session to ensure accuracy.

- C) Upon completion of the review sessions, TO Contractor shall submit a document detailing the TO Contractor's plan or each enhancement, support issue, or upgrade of an application or website. The proposed solution shall be developed in an environment supplied by DBED.
- D) The TO Contractor shall work closely with DBED developers and DBED subject matter experts to implement the necessary changes per Project Request. The TO Manager or designee shall test the solution to ensure that it meets DBED's needs as defined in the Requirements Document. The TO Manager or designee from the Department may direct the TO Contractor to make any necessary changes to the solution, if the implemented solution does not function as documented.
- E) Once the implemented solution meets DBED's needs, and the TO Manager has approved of the tested functionality via a signed Acceptance form, the TO Contractor shall migrate the solution to the production environment. Only a formal signed Acceptance Form implies consent.
- F) TO Contractor shall perform a written knowledge transfer of any specialized information required to maintain or update any of the developed enhancements, resolved support issues or upgraded website or application, to personnel nominated by DBED. TO Contractor shall provide to DBED documentation of the programming code used to develop the application, and any written documentation that will help to maintain or update each enhancement, support issue, or upgrade of an application or website
- G) The TO Contractor is expected to perform user training as required per PR and shall also be proficient in working closely with IT Project Managers and Subject Matter Experts to design and develop solutions to address business needs and propose changes that would make the SharePoint environment a more effective solution.
- H) TO Contractor shall finalize any code documentation, along with an Acceptance Form (see Attachment 9) and submit both the code documentation and the Acceptance Form to the TO Manager for acceptance and approval.

2.9 DELIVERABLES

2.9.1 DELIVERABLE SUBMISSION

For every deliverable described in each Project Request Form (Attachment 17), the TO Contractor shall request that the TO Manager confirm receipt of that deliverable by sending an Agency Receipt of Deliverable form (Attachment 8) with the deliverable. The TO Manager will acknowledge receipt of the deliverable via email using the provided form.

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

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

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

For any written deliverable, the TO Manager may request a draft version of the deliverable, to comply with the minimum deliverable quality criteria listed in Section 2.9.3. Drafts of each final deliverable, except status reports, are required at least two weeks in advance of when the final deliverables are due (with the exception of deliverables due at the beginning of the project where this lead time is not possible, or where draft delivery date is explicitly specified). Draft versions of a deliverable shall comply with the minimum deliverable quality criteria listed in Section 2.9.3.

2.9.2 DELIVERABLE ACCEPTANCE

A final deliverable shall satisfy the scope and requirements of this TORFP for that deliverable, including the quality and acceptance criteria for a final deliverable as defined in Section 2.9.4 Deliverable Descriptions/Acceptance Criteria.

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

The TO Manager will issue to the TO Contractor a notice of acceptance or rejection of the deliverable in the DPAF (Attachment 9). Following the return of the DPAF indicating "Accepted" and signed by the TO Manager, the TO Contractor shall submit a proper invoice in accordance with the procedures in Section 2.13.2. The invoice must be accompanied by a copy of the executed DPAF or payment may be withheld.

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

Subsequent reviews for a deliverable containing deficiencies will be limited to the original deficiencies and the portions of the deliverable that were dependent on the deficiencies.

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

2.9.3 MINIMUM DELIVERABLE QUALITY

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

Each deliverable shall meet the following minimum acceptance criteria:

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

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

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

2.9.4 DELIVERABLE DESCRIPTIONS / ACCEPTANCE CRITERIA

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

Deliverable ID	Deliverable Name	Acceptance Criteria	Due Date/ Frequency
2.9.4.1	Weekly Status Report	Microsoft document that summarizes the following: <ul style="list-style-type: none"> • Meetings held: Date, purpose, attendees • Documents developed: Meeting minutes and other project-related artifacts – indicate draft or final version. • Work accomplished during the week, including resources assigned, hours expended and level of task completion compared to project schedule • Provide a budget overview to include: <ul style="list-style-type: none"> ○ Contract value ○ Amount billed (Project to Date) 	Weekly

		<p>(PTD); Month to Date (MTD)</p> <ul style="list-style-type: none"> ○ Current balance ○ Scheduled of expenses ○ Remaining Balance <ul style="list-style-type: none"> ● Planned work efforts for the next reporting period including resources assigned and hours proposed; as well as, how the current task status (start, % complete, finish) compares to the project schedule <p>Risks and Issues identified along with their current status and mitigation plans</p>	
2.9.4.2	Project Request Form	One (1) hard copy and one (1) electronic copy of completed Project Request Form compatible with Microsoft Office 2007/2010. Form shall include Microsoft Project 2007/2010 and/or Visio 2007/2010 as applicable.	As Needed and within 2 business days of request by DBED
2.9.4.3	Project Management Plan	An MS Word document that defines project shall be executed, monitored and controlled. The document shall be developed with input from the project team and key stakeholders. The plan shall address topics such as Scope Management, Schedule Management, Financial Management, Quality Management, Resource Management, Communications management, Project how the Change Management,	NTP + 14 Calendar Days

		Risk Management, Procurement Management and others deemed necessary to manage the modernization project. In addition, the PMP shall define the organization and infrastructure required to execute the project.	
2.9.4.4	Project Schedule	The master schedule shall show all project tasks broken down to no more than 80 hour increments, milestones, deliverables, duration of tasks in hours, degrees of completion and resources for all project activities starting with NTP and ending with final project deliverables. This is a single, periodically updated deliverable encompassing all project activities.	NTP + 14 Calendar Days, Updated Weekly afterwards.
2.9.4.5	Meeting Minutes	An MS word document that details information about the meeting including: <ul style="list-style-type: none"> • Date/time of meeting • Meeting attendee and agenda • Meeting discussion points • Action items from meeting 	3 Calendar Days after meeting
2.9.4.6	Functional Requirements Document (FRD)	An MS word document that compiles all requirements including functional and non-functional requirements, process and data models, and interface definitions. The FRD describes the logical grouping of related processes and functions	NTP + 14 Calendar Days For PR's over 16 hours 2 business days of request by DBED

		within the system and the business requirements these requirements satisfy.	
2.9.4.7	Software Design Document	An MS Document that documents the design requirements derived from the review process. Describe how the enhancement or application shall satisfy the PR requirements and shall include the following items: (as applicable): <ul style="list-style-type: none"> • Data model • Page / Screen mockups <ul style="list-style-type: none"> • Process flows and diagrams 	For PR's over 16 hours 2 business days of request by DBED
2.9.4.8	Master Test Plan	An MS word document that details all of the information necessary to develop and control the test efforts as well as the different types of testing (unit, system, user acceptance, final acceptance) for any enhancement or custom application. It describes the approach to testing the enhancement or custom application, and shall be the top-level plan used by testers to direct the test effort.	For PR's over 16 hours 2 business days of request by DBED
2.9.4.9	Test Results (for each level of testing)	An MS Word document that details test results on a pass/fail basis and if test is labeled fail then detailed remediation efforts shall be listed. The focus of the document, each time it is delivered, shall be on checking the progress of testing, determining if the testing process needs	As specified in PR project schedule

		improvement, and conveying the readiness of the system to DBED.	
2.9.4.10	User Acceptance Test Plan (UAT)	DBED personnel shall be identified to participate in User Acceptance Testing (UAT). An MS Word document shall detail the plan for UAT. The results of the testing shall be documented and compared with the Requirements Document prepared earlier in the process	For PR's over 16 hours 2 business days of request by DBED
2.9.4.11	Communication Plan	An MS Word document that shall describe the processes and techniques, the team shall use to collect, store, and report on project progress. It shall also detail the frequency of communication and to whom these communications will be given.	NTP + 7 Calendar Days
2.9.4.12	Risk Management Plan	An MS Word document that contains the risk management process for the project and an initial table that identifies and prioritizes potential risks to the project. The Risk Management Plan (RMP) shall identify potential risks, risk impacts and recommended risk responses. The RMP shall incorporate pertinent risk information found in any Project Status Report deliverables provided by TO Contractor(s). This is a single, periodically updated deliverable	NTP + 7 Calendar Days For PR's over 16 hours 2 business days of request by DBED

		<p>encompassing all project risk. A Risk Registry shall be created for logging all project risk using MS Excel.</p>	
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2.10 MINIMUM QUALIFICATIONS

2.10.1 OFFEROR’S COMPANY MINIMUM QUALIFICATIONS

- 1) At least one (1) year of demonstrated experience providing SharePoint development support services to U.S. based commercial or government entities with at least 500 end-users. In addition, the engagement must meet the following criteria:
 - i) The engagement must have lasted at least a year; and
 - ii) The Offeror must have provided at least three (3) full-time web services support personnel with at least one (1) resource having SharePoint 2013 experience.

2.10.2 OFFEROR’S PERSONNEL MINIMUM QUALIFICATIONS

For the personnel proposed under this TORFP, proposed resources must meet all minimum qualifications for the labor category proposed, as identified in the CATS + Master Contract Section 2.10 plus the following minimum qualifications. Resumes shall clearly outline starting dates and ending dates for each applicable experience or skill.

- a. SharePoint Developer: At least one (1) year of experience building and managing medium to large Microsoft SharePoint 2013 multi-server farms configured for high availability on a Windows 2012 Server with SQL 2012 backend.
- b. Database Developer: At least three (3) years of experience with Microsoft SQL Server in relationship to SharePoint. And at least three (3) years of experience writing database queries with MYSQL and/or Microsoft T-SQL.
- c. Project Manager: At least five (5) years of experience of project management experience. With at least three (3) of those years specifically dedicated to Information Technology Project Management.

2.11 TO CONTRACTOR AND PERSONNEL OTHER REQUIREMENTS

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

The DBED is issuing this CATS+ TORFP to obtain highly qualified technical resources by the following programming skills.

- Microsoft SharePoint (SP), SQL, and IIS, System Administrator/Developers
- Microsoft SharePoint, C#.NET, VB.NET Programmer
- APEX Developer
- Network Security Analyst
- GIS ESRI Developer

The following requirements are **mandatory**.

TO Contractor personnel proposed under this TORFP shall each have at least six (6) years of experience in all phases of the software development life cycle. A portion of this experience shall also demonstrate that the TO Contractor personnel has expertise in the following:

1. General Requirements for all resources:

- a. At least six (6) years of experience in all phases of the software development lifecycle
- b. At least six (6) years of experience in requirement analysis, forming technical design documents, unit testing, system testing and the creation of implementation plans for small to complex projects.
- c. At least five (5) years of experience with Active Directory principles and technology.
- d. At least four (4) years of development experience with Microsoft Visual Studio.NET

2. Specific requirements for Microsoft SharePoint and SQL Developers:

- d. SharePoint Experience
 - i. At least one (1) year of experience building and managing medium to large Microsoft SharePoint 2013 multi-server farms configured for high availability on a Windows 2012 Server with SQL 2012 backend.
 - ii. At least one (1) year of experience with Microsoft SharePoint 2013 Administration.
 - iii. At least three (3) years of development experience with Microsoft SharePoint 2010/2013 API (CAML/XML).
 - iv. Development experience of claims based authentication tokens
- e. Development Experience
 - i. At least three (3) years of experience in .NET Framework (C#.NET, ASP.NET).
 - ii. At least three (3) years of experience in developing modern Web technologies to support multiple browsers (XML/XSL, JavaScript, JQuery, HTML 5, Web GL)
 - iii. At least one (1) year of experience in developing applications using SP claims based authentication

- iv. At least one (1) year of experience using SharePoint oriented tools like SharePoint Designer & Visual Studio 2012
- f. SQL Experience
 - v. At least three (3) years of experience with Microsoft SQL Server in relationship to SharePoint.
 - vi. At least three (3) years of experience writing database queries with MYSQL and/or Microsoft T-SQL.

3. Specific requirements for IIS Managers and System Administrators

- a. IIS Experience
 - i. At least three (3) years of experience building and managing medium to large Microsoft IIS multi server farms configured for high availability on a Windows 2008 / Windows 2012 environment.
 - ii. At least three (3) years of experience with Microsoft IIS Administration.
- b. System Administrators
 - i. At least three (3) years of experience with VMware virtualization technologies.
 - ii. At least three (3) years of experience in Hardware and Software maintenance and upgrades
 - iii. At least three (3) years of experience in the latest Windows 2008 / Windows 2012 Server Security patches and threats.
 - iv. At least three (3) years of experience with Microsoft SQL Server Security patches and threats.
 - v. At least three (3) years of experience with Microsoft SharePoint Security patches and threats.
 - vi. At least three (3) years of experience with Microsoft IIS Security patches and threats.
 - vii. At least three (3) years of experience in developing Backup Architecture
 - viii. At least three (3) years of experience in developing scripting for backups and restores SharePoint / SQL environment.

4. Specific requirements Microsoft SharePoint, C#, ASP.NET Web Developer

- a. At least five (5) years of experience in .NET Framework (C#.NET, ASP.NET).
- b. At least five (5) years of experience development with Microsoft SharePoint API (CAML/XML).
- c. At least four (4) years of experience in scripting languages such as Ajax, JavaScript & JQuery.
- d. At least one (1) year of experience with developing modern web applications using Twitter bootstrap, HTML 5 & CSS 3.

- e. At least two (2) years of experience in services such as Windows Communication Foundation (WCF).
- f. Experience developing applications using SSL

1. Specific requirements for GIS Developer

- a. The ESRI resources coming from ArcMap, ArcGIS Server and ArcGIS Online shall be developed by a GIS Specialist with a minimum of 5 years of experience with ArcMap and a minimum of 2 years of experience with ArcGIS Server and ArcGIS Online.
- b. A minimum of 3 years of experience using ArcSDE. ArcSDE shall be used to assist with the streaming of data feeds from a RDBMS database into a web application.
 - 1. Specific requirements for a ESRI web developer
 - a. The API resources integrating with the ESRI resources and DBED website shall be developed by a Web Developer with a minimum of 3 years of experience with GIS specific web application development, preferably that experience should come from developing JavaScript and HTML5 web applications. Sole experience with JavaScript web application development does not automatically transfer to integrating ESRI APIs. ESRI APIs implement distinctive libraries which provide functionality which is unique to the mapping experience.

2.12 RETAINAGE

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

2.13 INVOICING

Payment will only be made upon completion and acceptance of the deliverables defined in Section 2.9.

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS+ Master Contract. A proper invoice for payment shall contain the TO Contractor's Federal Tax Identification Number, as well as the information described below, and 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 15th day of the month following receipt of the approved notice(s) of acceptance from the TO Manager. A copy of the notice(s) of acceptance shall accompany all invoices submitted for payment.

2.13.1 INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

- A) The invoice shall identify the DBED 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 point of contact with telephone number.
- I) 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 DBED at the following address:

Department of Business and Economic Development
World Trade Center – Baltimore
Office of Information and Technology
401 East Pratt Street, 5th Floor
Baltimore, MD 21202

- J) 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.

2.13.2 TIME SHEET SUBMISSION AND ACCEPTANCE

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

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

- A) Title: “Time Sheet for xxxxx”
- B) Issuing company name, address, and telephone number
- C) For each employee /resource:
- a) Employee / resource name
 - b) For each week ending date, e.g., “Week Ending: mm/dd/yyyy” (weeks run Sunday through Saturday)
 - (1) Tasks completed that week and the associated deliverable names and ID#s
 - (2) Number of hours worked each day
 - (3) Total number of hours worked that week
 - (4) Weekly variance above or below 40 hours
 - (5) Annual number of hours planned under the TO
 - (6) Annual number of hours worked to date
 - (7) Balance of hours remaining
 - (8) Annual variance to date (Sum of weekly variances)
- D) Signature and date lines for the TO Manager

Submission of time sheets shall be to the TO Manager for approval by signature. TO Manager Acceptance of timesheets shall acknowledge the accuracy

2.13.3 WORK ORDER PROCESS

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

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SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

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

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

3.2 SUBMISSION

The TO Proposal shall be submitted via two e-mails, each not to exceed 8 MB.

The TO Technical Proposal shall be contained in one email, with two attachments. This email shall include:

- Subject line –“CATS+ TORFP # T00B4400022 Technical” plus the Master Contractor Name
- One attachment labeled –“TORFP # T00B4400022 Technical - Attachments” containing all Technical Proposal Attachments (see Section 3.3 below), signed and in PDF format.
- One attachment labeled –“TORFP # T00B4400022 Technical – Proposal” in Microsoft Word format (2007 or later).

The TO Financial Proposal shall be contained in one email, with one attachment. This email shall include:

- Subject line –“CATS+ TORFP # T00B4400022 Financial” plus the Master Contractor Name
- One attachment labeled –“TORFP T00B4400022 Financial” containing the Financial Proposal contents, signed and in PDF format.

3.3 SUMMARY OF ATTACHMENTS

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

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

- Attachment 2 - MBE Forms D-1 and D-2 - Signed PDF
- Attachment 4 – Conflict of Interest Affidavit and Disclosure - Signed PDF
- Attachment 5 and Attachment 5A- Labor Classification Personnel Resume Summary (Forms LC1 and TM1) - Signed PDF
- Attachment 13 – Living Wage Affidavit of Agreement - Signed PDF
- Attachment 15 – Veteran-Owned Small Business Enterprise Utilization Affidavit Signed PDF
- Attachment 16 - Certification Regarding Investments in Iran - Signed PDF

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

- Attachment 1 Price Proposal – Signed PDF

- Attachment 1A Price Proposal – Signed PDF

3.4 PROPOSAL FORMAT

A TO Proposal shall contain the following sections in order:

3.4.1 TO TECHNICAL PROPOSAL

A) Proposed Services

- 1) Executive Summary: A one-page summary describing the Master Contractor's understanding of the TORFP scope of work (Section 2) and proposed solution.
- 2) Proposed Solution: A more detailed description of the Master Contractor's understanding of the TORFP scope of work, proposed methodology and solution. The proposed solution shall be organized to exactly match the requirements outlined in Section 2.
- 3) For PR estimate over 16 hours a Draft Work Breakdown Structure (WBS) is required: A matrix or table that shows a breakdown of the tasks required to complete the requirements and deliverables in Section 2 - Scope of Work. The WBS should reflect the chronology of tasks without assigning specific time frames or start / completion dates. The WBS may include tasks to be performed by the State or third parties, for example, independent quality assurance tasks. If the WBS appears as a deliverable in Section 2 – Scope of Work, the deliverable version will be a final version. Any subsequent versions shall be approved through a formal configuration or change management process.
- 4) For PR estimate over 16 hours a Draft Project or Work Schedule is required: A Gantt or similar chart containing tasks and estimated time frames for completing the requirements and deliverables in Section 2 - Scope of Work. The final schedule should come later as a deliverable under the TO after the TO Contractor has had opportunity to develop realistic estimates. The Project or Work Schedule may include tasks to be performed by the State or third parties.
- 5) 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.
- 6) 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.
- 7) Tools the TO Contractor owns and proposes for use to meet any requirements in Section 2.

B) Compliance with Offeror's Company Minimum Qualifications

Offerors will complete the following table to demonstrate compliance with the Offeror's Company Minimum Requirements in Section 2.10.1.

Reference	Offeror Company Minimum Requirement	Evidence of Compliance
2.10.1	<p>1) At least one (1) year of demonstrated experience providing SharePoint development support services to U.S. based commercial or government entities with at least 500 end-users. In addition, the engagement must meet the following criteria:</p> <p>i) The engagement must have lasted at least a year</p> <p>ii) The Offeror must have provided at least three (3) full-time web services support personnel with at least one (1) resource having SharePoint 2013 experience.</p>	Offeror documents evidence of compliance here.

C) Proposed Personnel and TORFP Staffing

- 1) Complete and provide Attachment 5 – Labor Classification Personnel Resume Summary for each proposed resource (forms LC1 and TM1). The information should show:
 - a) In Form LC1 - Each proposed person's skills and experience as they relate to the Master Contractor's proposed solution and Section 2 – Scope of Work.
 - b) In Form TM1 – List how each proposed person's background meets all minimum personnel requirements listed in this TORFP and the CATS+ Master Contract for the relevant labor category.
- 2) Provide evidence proposed personnel possess the required certifications in accordance with Section 2.10.2 Offeror's Personnel Minimum Qualifications. Also provide
- 3) Provide three (3) references per proposed personnel containing the information listed in Attachment, Form LC1 section A.
- 4) Provide a Staffing Management Plan that demonstrates how the Offeror will provide resources in addition to the personnel requested in this TORFP, and how the TO Contractor Personnel shall be managed. Include:
 - a) Planned team composition by role (**Important! Identify specific names and provide history only for the proposed resources required for evaluation of this TORFP**).
 - b) Process and proposed lead time for locating and bringing on board resources that meet TO needs
 - c) Supporting descriptions for all labor categories proposed in response to this TORFP

- d) Description of approach for quickly substituting qualified personnel after start of TO
 - 5) Provide the names and titles of the Master Contractor's management staff who will supervise the personnel and quality of services rendered under this TO Agreement.
- D) MBE, SBE Participation and VSBE Participation
- Submit completed MBE documents Attachment 2 - Forms D-1 and D-2.
- Submit completed VSBE documents Attachment 15
- The Master Contractor shall be a Small Business Enterprise (SBE) certified entity.
- E) Subcontractors
- Identify all proposed subcontractors, including MBEs, and their roles in the performance of Section 2 - Scope of Work.
- F) Overall Master Contractor team organizational chart
- Provide an overall team organizational chart with all team resources available to fulfill the TO scope of work.
- G) Master Contractor and Subcontractor Experience and Capabilities
- 1) Provide up to three examples of engagements or contracts the Master Contractor or Subcontractor has completed that were similar to Section 2 - Scope of Work. Include contact information for each client organization complete with the following:
 - a) Name of organization.
 - b) Point of contact name, title, email and telephone number (point of contact shall be accessible and knowledgeable regarding experience)
 - c) Services provided as they relate to Section 2 - Scope of Work.
 - d) Start and end dates for each example engagement or contract.
 - e) Current Master Contractor team personnel who participated on the engagement.
 - f) If the Master Contractor is no longer providing the services, explain why not.
 - 2) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any entity of the State of Maryland.

For each identified contract, the Master Contractor shall provide the following (if not already provided in sub paragraph 1 above):

- a) Contract or task order name
- b) Name of organization.
- c) Point of contact name, title, email, and telephone number (point of contact shall be accessible and knowledgeable regarding experience)
- d) Start and end dates for each engagement or contract. If the Master Contractor is no longer providing the services, explain why not.

- e) Dollar value of the contract.
- f) Indicate if the contract was terminated before the original expiration date.
- g) Indicate if any renewal options were not exercised.

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

H) State Assistance

Provide an estimate of expectation concerning participation by State personnel.

I) Confidentiality

A Master Contractor should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 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.

J) Proposed Facility

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

3.4.2 TO FINANCIAL PROPOSAL

- A) A description of any assumptions on which the Master Contractor's TO Financial Proposal is based (Assumptions shall not constitute conditions, contingencies, or exceptions to the price proposal);
- B) Attachment 1– Price Proposal, completed in .PDF format with all proposed labor categories including all rates fully loaded. Master Contractors shall list all proposed resources by approved CATS+ labor categories in the price proposal. Prices shall be valid for 120 days.
- C) To be responsive to this TORFP, the Price 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 DBED will consider all information submitted in accordance with Section 3.

4.2 TO PROPOSAL EVALUATION CRITERIA

The following are technical criteria for evaluating a TO Proposal in descending order of importance. Failure to meet the minimum company personnel qualifications shall disqualify a proposal:

- A) The overall experience, capability and references for the Master Contractor as described in the Master Contractor's TO Technical Proposal.
- B) The Master Contractor's overall understanding of the TORFP Scope of Work – Section 2. Level of understanding will be determined by the quality and accuracy of the technical proposal in adherence to Section 3.4.
- C) The capability of the proposed resources to perform the required tasks and produce the required deliverables in the TORFP Scope of Work – Section 2. Capability will be determined from each proposed individual's resume, reference checks, and oral presentation (See Section 1.5 Oral Presentations/Interviews).
- D) The ability for the Master Contractor to meet staffing expectations relative to supplying additional personnel for this TORFP meeting qualifications in Section 2.10 and 2.11.
- E) Demonstration of how the Master Contractor plans to staff the task order at the levels set forth in Section 2.1 and also for potential future resource requests.

4.3 SELECTION PROCEDURES

- A) TO Proposals will be assessed throughout the evaluation process for compliance with the minimum qualifications listed in Section 2 of this TORFP, and quality of responses to Section 3.4.1 TO Technical Proposal.
- B) For TO Proposals deemed technically qualified, the associated TO Financial Proposal will be opened. All others will be deemed not reasonably susceptible for award and the TO Procurement Officer will notify the Master Contractor it has not been selected to perform the work.
- C) Qualified TO Financial Proposal responses will be reviewed and ranked from lowest to highest price proposed.
- D) The most advantageous TO Proposal considering both the technical and financial submissions shall be selected for TO award. In making this selection, technical merit has greater weight.
- E) All Master Contractors submitting a TO Proposal shall receive written notice from the TO Procurement Officer identifying the awardee.

4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

Commencement of work in response to a TO Agreement shall be initiated only upon issuance of a fully executed TO Agreement, a Non-Disclosure Agreement (To Contractor), a Purchase Order, and by

a Notice to Proceed authorized by the TO Procurement Officer. See Attachment 7 - Notice to Proceed (sample).

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LIST OF ATTACHMENTS

Attachment Label	Attachment Name	Applicable to this TORFP?	Submit with Proposal?*(Submit, Do Not Submit, N/A)
Attachment 1	Price Proposal	Applicable	Submit with TO Financial Proposal
Attachment 2	Minority Business Enterprise Participation (Attachments D-1 – D-7)	Applicable	Submit
Attachment 3	Task Order Agreement (TO Agreement)	Applicable	Do Not Submit with Proposal
Attachment 4	Conflict of Interest Affidavit and Disclosure	Applicable	Submit with TO Technical Proposal
Attachment 5	Labor Classification Personnel Resume Summary	Applicable	Submit with TO Technical Proposal
Attachment 6	Pre-Proposal Conference Directions	Applicable	Do Not Submit with Proposal
Attachment 7	Notice to Proceed (Sample)	Applicable	Do Not Submit with Proposal
Attachment 8	Agency Receipt of Deliverable Form	Applicable	Do Not Submit with Proposal
Attachment 9	Agency Deliverable Product Acceptance Form (DPAF)	Applicable	Do Not Submit with Proposal
Attachment 10	Non-Disclosure Agreement (Offeror)	Applicable	Submit
Attachment 11	Non-Disclosure Agreement (TO Contractor)	Applicable	Do Not Submit with Proposal
Attachment 12	TO Contractor Self-Reporting Checklist	Applicable	Do Not Submit with Proposal
Attachment 13	Living Wage Affidavit of Agreement	Applicable	Submit with TO Technical Proposal
Attachment 14	Mercury Affidavit	Not Applicable	N/A
Attachment 15	Veteran Owned Small Business Enterprise Utilization Affidavit	Applicable	Submit
Attachment 16	Certification Regarding Investments in Iran	Applicable	Submit
Attachment 17	Project Request Form	Applicable	Do Not Submit with Proposal
Attachment 18	Performance Evaluation Form	Applicable	Do Not Submit with Proposal
Attachment 19	Criminal Background Check Affidavit	Not Applicable	N/A

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

ATTACHMENT 1 PRICE PROPOSAL

PRICE PROPOSAL (TIME AND MATERIALS) FOR CATS+ TORFP # T00B4400022

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 effect on the TO Proposal due date.

Labor Categories	A	B	C
	Hourly Labor Rate	Total Class Hours	Total Proposed CATS+ TORFP Price
(Agency to insert description of work and number of hours actual or for financial evaluation. Master Contractor to insert Proposed labor categories for this TORFP)	\$		\$
2.1.2 Provide development or assist in the development and/or maintenance of websites and web applications based on the DBED’s current Microsoft SharePoint Server standards including associated Microsoft SQL databases.			
Insert Proposed CATS+ Labor Category #1	\$		\$
Insert Proposed CATS+ Labor Category #2	\$		\$
add additional lines as necessary.	\$		\$
	\$	1150	(TO Contractor shall insert Total Evaluated Cost here for Year 1)
Insert Proposed CATS+ Labor Category #1	\$		\$
Insert Proposed CATS+ Labor Category #2	\$		\$
add additional lines as necessary.	\$		\$
	\$	1150	(TO Contractor shall insert Total Evaluated Cost here for Year 2)
Insert Proposed CATS+ Labor Category #1	\$		\$
Insert Proposed CATS+ Labor Category #2	\$		\$
add additional lines as necessary.	\$		\$
	\$	1150	(TO Contractor shall insert Total Evaluated Cost here for Year 3)
Insert Proposed CATS+ Labor Category #1	\$		\$
Insert Proposed CATS+ Labor Category #2	\$		\$
add additional lines as necessary.	\$		\$
	\$	1150	(TO Contractor shall insert Total Evaluated Cost here for Year 4)
Insert Proposed CATS+ Labor Category #1	\$		\$
Insert Proposed CATS+ Labor Category #2	\$		\$
add additional lines as necessary.	\$		\$

	\$	1150	(TO Contractor shall insert Total Evaluated Cost here for Year 5)
2.1.3 Provide development or assist in the development and/or maintenance of websites and web applications which are outside of the DBED's current Microsoft SharePoint Server standards including associated databases (MS SQL 2005-2013/MySQL).			
Insert Proposed CATS+ Labor Category #1	\$		\$
Insert Proposed CATS+ Labor Category #2	\$		\$
add additional lines as necessary.	\$		\$
	\$	500	(TO Contractor shall insert Total Evaluated Cost here for Year1 - 3)
Insert Proposed CATS+ Labor Category #1	\$		\$
Insert Proposed CATS+ Labor Category #2	\$		\$
add additional lines as necessary.	\$		\$
	\$	500	(TO Contractor shall insert Total Evaluated Cost here for Year 2)
Insert Proposed CATS+ Labor Category #1	\$		\$
Insert Proposed CATS+ Labor Category #2	\$		\$
add additional lines as necessary.	\$		\$
	\$	500	(TO Contractor shall insert Total Evaluated Cost here for Year 3)
Insert Proposed CATS+ Labor Category #1	\$		\$
Insert Proposed CATS+ Labor Category #2	\$		\$
add additional lines as necessary.	\$		\$
	\$	500	(TO Contractor shall insert Total Evaluated Cost here for Year 4)
Insert Proposed CATS+ Labor Category #1	\$		\$
Insert Proposed CATS+ Labor Category #2	\$		\$
add additional lines as necessary.	\$		\$
	\$	500	(TO Contractor shall insert Total Evaluated Cost here for Year 5)
2.1.4 Provide development or assist in the development and/or maintenance of Esri Graphical Information Service (GIS) web applications that ensure the availability and reliability of DBED and affiliated web sites and services.			
Insert Proposed CATS+ Labor Category #1	\$		\$
Insert Proposed CATS+ Labor Category #2	\$		\$
add additional lines as necessary.	\$		\$
	\$	100	(TO Contractor shall insert Total Evaluated Cost here for Year 1)

Insert Proposed CATS+ Labor Category #1	\$		\$
Insert Proposed CATS+ Labor Category #2	\$		\$
add additional lines as necessary.	\$		\$
	\$	100	(TO Contractor shall insert Total Evaluated Cost here for Year 2)
Insert Proposed CATS+ Labor Category #1	\$		\$
Insert Proposed CATS+ Labor Category #2	\$		\$
add additional lines as necessary.	\$		\$
	\$	100	(TO Contractor shall insert Total Evaluated Cost here for Year 3)
Insert Proposed CATS+ Labor Category #1	\$		\$
Insert Proposed CATS+ Labor Category #2	\$		\$
add additional lines as necessary.	\$		\$
	\$	100	(TO Contractor shall insert Total Evaluated Cost here for Year 4)
Insert Proposed CATS+ Labor Category #1	\$		\$
Insert Proposed CATS+ Labor Category #2	\$		\$
add additional lines as necessary.	\$		\$
	\$	100	(TO Contractor shall insert Total Evaluated Cost here for Year 5)
2.1.5 Provide APEX development for DBED’s SalesForce implementation and/or assist in the development and maintenance of Apex Triggers, Apex Classes, and Visualforce pages on the Force.com platform.			
Insert Proposed CATS+ Labor Category #1	\$		\$
Insert Proposed CATS+ Labor Category #2	\$		\$
add additional lines as necessary.	\$		\$
	\$	100	(TO Contractor shall insert Total Evaluated Cost here for Year 1)
Insert Proposed CATS+ Labor Category #1	\$		\$
Insert Proposed CATS+ Labor Category #2	\$		\$
add additional lines as necessary.	\$		\$
	\$	100	(TO Contractor shall insert Total Evaluated Cost here for Year 2)
Insert Proposed CATS+ Labor Category #1	\$		\$
Insert Proposed CATS+ Labor Category #2	\$		\$
add additional lines as necessary.	\$		\$
	\$	100	(TO Contractor shall insert Total Evaluated Cost here for Year 3)
Insert Proposed CATS+ Labor Category #1	\$		\$

Insert Proposed CATS+ Labor Category #2	\$		\$
add additional lines as necessary.	\$		\$
	\$	100	(TO Contractor shall insert Total Evaluated Cost here for Year 4)
Insert Proposed CATS+ Labor Category #1	\$		\$
Insert Proposed CATS+ Labor Category #2	\$		\$
add additional lines as necessary.	\$		\$
	\$	100	(TO Contractor shall insert Total Evaluated Cost here for Year 5)
	\$		\$
2.1.6 Annual review of Network for potential security breaches to include analysis of policies and procedures, threat analysis, and vulnerability analysis.			
Insert Proposed CATS+ Labor Category #1	\$		\$
Insert Proposed CATS+ Labor Category #2	\$		\$
add additional lines as necessary.	\$		\$
	\$	150	(TO Contractor shall insert Total Evaluated Cost here for Year 1)
Insert Proposed CATS+ Labor Category #1	\$		\$
Insert Proposed CATS+ Labor Category #2	\$		\$
add additional lines as necessary.	\$		\$
	\$	150	(TO Contractor shall insert Total Evaluated Cost here for Year 2)
Insert Proposed CATS+ Labor Category #1	\$		\$
Insert Proposed CATS+ Labor Category #2	\$		\$
add additional lines as necessary.	\$		\$
	\$	150	(TO Contractor shall insert Total Evaluated Cost here for Year 3)
Insert Proposed CATS+ Labor Category #1	\$		\$
Insert Proposed CATS+ Labor Category #2	\$		\$
add additional lines as necessary.	\$		\$
	\$	150	(TO Contractor shall insert Total Evaluated Cost here for Year 4)
Insert Proposed CATS+ Labor Category #1	\$		\$
Insert Proposed CATS+ Labor Category #2	\$		\$
add additional lines as necessary.	\$		\$
	\$	150	(TO Contractor shall insert Total Evaluated Cost here for Year 5)
Total Evaluated Cost – Base Year:			\$

Total Evaluated Cost – Option Year 1:	\$
Total Evaluated Cost – Option Year 2:	\$

 Authorized Individual Name

 Company Name

 Title

 Company Tax ID #

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

ATTACHMENT 1 A

PRICE PROPOSAL (FIXED PRICE) FOR CATS+ TORFP # T00B4400022

Identification	Deliverable	Line Item Cost
2.6.2	Provide 80 hours for transition of the project and services from the current Contractor.	
2.6.4	Provide 80 hours for end-of-contract transition services to the State or a replacement vendor.	
TOTAL EVALUATED COST:		

Authorized Individual Name

Company Name

Title

Company Tax ID #

Signature

Date

ATTACHMENT 2 MINORITY BUSINESS ENTERPRISE FORMS
TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING REQUIREMENTS
CATS+ TORFP # T00B4400022

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

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

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

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

In conjunction with the bid or offer submitted in response to Solicitation No. T00B4400022, I affirm the following:

1. I acknowledge and intend to meet the overall certified Minority Business Enterprise (MBE) participation goal of 33 percent and, if specified in the solicitation, the following subgoals (complete for only those subgoals that apply):

7 percent African American _____ percent Asian American
2 percent Hispanic American 8 percent Woman-Owned

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

OR

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

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

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

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

Bidder/Offeror Name
(please print or type)

Signature of Affiant

Name: _____

Title: _____

Date: _____

ATTACHMENT 2 D-2 MBE PARTICIPATION SCHEDULE

Prime Contractor: (Firm Name, Address, Phone)	Project Description:
Project Number: T00B4400022	

List Information For Each Certified MBE Subcontractor On This Project

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

Continue on a separate page, if needed.

Summary

Total African-American MBE Participation: _____ %
 Total Asian American MBE Participation: _____ %
 Total Hispanic American MBE Participation: _____ %
 Total Woman-Owned MBE Participation: _____ %
 Total Other Participation: _____ %
 Total All MBE Participation: _____ %

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

 Bidder/Offeror Name
 (please print or type)

 Signature of Affiant

Name: _____

Title: _____

Date: _____

SUBMIT AS INSTRUCTED IN TORFP

ATTACHMENT 2 D-3 MBE OUTREACH EFFORTS COMPLIANCE STATEMENT

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

In conjunction with the bid or offer submitted in response to Solicitation No. T00B4400022, Bidder/Offeror states the following:

1. Bidder/Offeror identified opportunities to subcontract in these specific work categories.
2. Attached to this form are copies of written solicitations (with bidding instructions) used to solicit MDOT certified MBEs for these subcontract opportunities.
3. Bidder/Offeror made the following attempts to contact personally the solicited MDOT certified MBEs.
4. Select ONE of the following:
 - This project does not involve bonding requirements.
 - OR
 - Bidder/Offeror assisted MDOT certified MBEs to fulfill or seek waiver of bonding requirements (describe efforts).
5. Select ONE of the following:
 - Bidder/Offeror did/did not attend the pre-bid/proposal conference.
 - OR
 - No pre-bid/proposal conference was held.

_____ By: _____
 Bidder/Offeror Printed Name Signature

Address: _____

**ATTACHMENT 2 D-4 MBE SUBCONTRACTOR PROJECT PARTICIPATION
CERTIFICATION**

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

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

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

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

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

Prime Contractor Signature

By: _____
Name, Title
Date

Subcontractor Signature

By: _____
Name, Title
Date

This form must be completed monthly by the prime contractor.

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

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

Report #: _____ Reporting Period (Month/Year): _____ Report is due to the MBE Officer by the 10th of the month following the month the services were provided. Note: Please number reports in sequence	Contract #: <u>T00B4400022</u> Contracting Unit: _____ Contract Amount: _____ MBE Subcontract Amt: _____ Project Begin Date: _____ Project End Date: _____ Services Provided: _____
---	---

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

Regina Tillery, CIO DBED World Trade Center - Baltimore 401 E. Pratt Street, 5 th Floor Baltimore, MD 21202 rtillery@choosemaryland.org	Brenda Lee, Procurement Officer DBED World Trade Center 401 E. Pratt Street, 10 th Floor Baltimore, MD 21202 bslee@choosemaryland.org
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This form must be completed by MBE subcontractor

ATTACHMENT 2 D-6 SUBCONTRACTOR PAID/UNPAID MBE INVOICE REPORT
 Minority Business Enterprise Participation

Report#: _____	Contract # T00B4400022
Reporting Period (Month/Year): _____	Contracting Unit:
Report is due by the 10th of the month following the month the services were performed.	MBE Subcontract Amount:
	Project Begin Date:
	Project End Date:
	Services Provided:

MBE Subcontractor Name:		
MDOT Certification #:		
Contact Person:	Email:	
Address:		
City:	State:	ZIP:
Phone:	FAX:	
Subcontractor Services Provided:		
List all payments received from Prime Contractor during reporting period indicated above.		List dates and amounts of any unpaid invoices over 30 days old.
Invoice Amount	Date	Invoice Amount Date
1.		1.
2.		2.
3.		3.
4.		4.
Total Dollars Paid: \$ _____		Total Dollars Unpaid: \$ _____
Prime Contractor:		Contact Person:
**Return one copy of this form to the following address (electronic copy with signature & date is preferred):		
Regina Tillery, CIO DBED World Trade Center - Baltimore 401 E. Pratt Street, 5 th Floor Baltimore, MD 21202 rtillery@choosemaryland.org		Brenda Lee, Procurement Officer DBED World Trade Center 401 E. Pratt Street, 10 th Floor Baltimore, MD 21202 bslee@choosemaryland.org

Signature: _____ Date: _____
 (Required)

ATTACHMENT 2 CODE OF MARYLAND REGULATIONS (COMAR)

Title 21, State Procurement Regulations

(regarding a waiver to a Minority Business Enterprise subcontracting goal)

COMAR 21.11.03.11 - Waiver.

- A. If, for any reason, the apparent successful bidder or offeror is unable to achieve the contract goal for certified MBE participation, the bidder or offeror may request, in writing, a waiver to include the following:
- 1) A detailed statement of the efforts made to select portions of the work proposed to be performed by certified MBEs in order to increase the likelihood of achieving the stated goal;
 - 2) A detailed statement of the efforts made to contact and negotiate with certified MBEs including:
 - a) The names, addresses, dates, and telephone numbers of certified MBEs contacted, and
 - b) A description of the information provided to certified MBEs regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed;
 - 3) As to each certified MBE that placed a subcontract quotation or offer that the apparent successful bidder or offeror considers not to be acceptable, a detailed statement of the reasons for this conclusion;
 - 4) A list of minority subcontractors found to be unavailable. This list should be accompanied by an MBE unavailability certification (MBE Attachment D6) signed by the minority business enterprise, or a statement from the apparent successful bidder or offeror that the minority business refused to give the written certification: and
 - 5) The record of the apparent successful bidder or offeror's compliance with the outreach efforts required under Regulation .09B(2)(b).

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

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

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

- C. An agency head may waive any of the provisions of Regulations .09-.10 for a sole source, expedited, or emergency procurement in which the public interest cannot reasonably accommodate use of those procedures.
- D. When a waiver is granted, except waivers under Section C, one copy of the waiver determination and the reasons for the determination shall be kept by the MBE Liaison Officer with another copy forwarded to the Office of Minority Affairs.

ATTACHMENT 2 MBE D-7 MINORITY CONTRACTOR UNAVAILABILITY CERTIFICATE

Section I (to be completed by PRIME CONTRACTOR)

I hereby certify that the firm of _____

(Name of Prime Contractor)

located at _____

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

on _____ contacted certified minority business enterprise, _____

(Date) (Name of Minority Business) ,

located at _____ ,

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

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

List below the type of work/ service requested:

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

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

(Name) (Title)

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

(Signature) (Date)

Note: Certified minority business enterprise must complete Section II

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

I hereby certify that the firm of _____ MBE Cert #

(Name of MBE Firm)

located at _____

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

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

(Date)

by: _____

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

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

 (Name) (Title) (Phone)

 (Signature) (Fax Number)

ATTACHMENT 3 TASK ORDER AGREEMENT

CATS+ TORFP#T00B4400022 OF MASTER CONTRACT #060B2490023

This Task Order Agreement ("~~TO~~ Agreement") is made this day _____ of _____, 2014 by and between _____ (TO Contractor) and the STATE OF MARYLAND, DBED.

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 Department of Business and Economic Development, as identified in the CATS+ TORFP # T00B4400022.
 - b) —~~CATS+ TORFP~~" means the Task Order Request for Proposals # T00B4400022, dated MONTH DAY, YEAR, including any addenda.
 - c) —~~Master Contract~~" means the CATS+ Master Contract between the Maryland Department of Information Technology and TO Contractor dated MONTH DAY, YEAR.
 - d) —~~TO Procurement Officer~~" means Brenda Lee. 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 Department of Business and Economic Development and TO Contractor.
 - f) —~~TO Contractor~~" means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is _____.
 - g) —~~TO Manager~~" means TO Manager of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
 - h) —~~TO Technical Proposal~~" means the TO Contractor's technical response to the CATS+ TORFP dated date of TO Technical Proposal.
 - i) —~~TO Financial Proposal~~" means the TO Contractor's financial response to the CATS+ TORFP dated date of TO Financial Proposal.
 - 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 Technical Proposal

d) Exhibit C – TO Financial Proposal

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

3. Time for Performance

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS+ TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of 3 years with 2 one year renewal options, commencing on the date of Notice to Proceed and terminating on May 31, 2017.

4. Consideration and Payment

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

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

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

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

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

TO Contractor Name

By: Type or Print TO Contractor POC

Date

Witness: _____

STATE OF MARYLAND, Department of Business and Economic Development

By: Brenda Lee, 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)

ATTACHMENT 5 LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY (INSTRUCTIONS)

- 1) For this solicitation,
 - a) Master Contractors shall propose a specific resource to fill every job title listed below. If allowed by the solicitation, one resource may be proposed to fill more than one job title. Failure to propose a resource for each job title identified as part of the TO Proposal will result in the TO Technical Proposal being deemed not susceptible for award.
 - b) Master Contractors shall propose the CATS+ Labor Category that best fits each proposed resource. Master Contractors shall comply with all personnel requirements under the Master Contract RFP 060B2490023.
 - c) Master Contractors shall propose a maximum of 1 resource per job title listed below.
 - d) Failure of any proposed resource to meet minimum requirements as listed in this TORFP and in the CATS+ Master Contract will result in the entire TO Technical Proposal being deemed not susceptible for award.
- 2) Job Titles
 - a) Job Title 1 from TORFP
 - b) Job Title 2 from TORFP
 - c) Job Title 3 from TORFP
- 3) For each job title above, the Master Contractor shall complete one Attachment 5 form and one Attachment 5A form using the templates provided. Alternate worksheets are not allowed. The Attachment 5A – Form TM1- is a separate form labeled *Attachment 5A Form TM1 - Requirements Qualification Traceability Matrix.xls*.
- 4) Form Completion
 - a) Complete one Personnel Resume Summary (Attachment 5 Form LC1) per proposed person to present each proposed person's resume in a standard format.
 - b) Additional information may be attached to each Personnel Resume Summary that may assist a full and complete understanding of the individual being proposed.
 - c) Instructions for Attachment 5A – Form TM1 - Requirements Qualification Traceability Matrix. Complete the following parts:

Part A) CATS+ Minimum Qualifications: For each job title above, the Master Contractor shall insert each specific minimum qualification requirement from the CATS+ Master Contract for the proposed labor category. Each minimum requirement shall be followed by one or more examples that demonstrate how the proposed resource meets the minimum requirement. Account for all minimum qualifications, including any experience, education, or professional certifications.

 - (1) Where there is a time requirement such as three months' experience, *you shall provide the dates from and to showing an amount of time that equals or exceeds the mandatory time requirement.* Enter multiple examples if necessary to show the required time is met using multiple experiences.

- (2) Include the data to support the example within the table. Cross-referencing other cells within the matrix or other portions of the TO Technical Proposal shall only be allowed when referencing proof of certification provided elsewhere in the TO Technical Proposal. *For example, proof of current Oracle Certified Professional status may be cross referenced from the matrix if a copy of the certification is submitted as part of the TO Technical Proposal.*

Part B) Other TORFP Minimum Qualifications: For each job title above, the Master Contractor shall insert each specific minimum qualification requirement listed in the solicitation. Each minimum requirement shall be followed by one or more examples that demonstrate how the proposed resource meets the minimum requirement. Account for all minimum qualifications, including any experience, education, or professional certifications.

Part C) Other Personnel Requirements: After all minimum qualification requirements, the Master Contractor shall insert any other personnel requirements listed within this TORFP and describe how the proposed resource meets those requirements.

ATTACHMENT 5 FORM LC1 - LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY

CATS+ TORFP # T00B4400022

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

Candidate Name:	
Master Contractor:	<insert Master Contractor name>
Proposed CATS+ Labor Category:	<proposed by Master Contractor>
Job Title (As listed in TORFP):	<as described in this TORFP>

Education / Training (start with latest degree / certificate)

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

Relevant Work Experience*

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

[Organization] [Title / Role] [Period of Employment / Work (MM/YY – MM/YY)] [Location] [Contact Person (Optional if current employer)]	Description of Work...
[Organization] [Title / Role] [Period of Employment / Work] [Location] [Contact Person]	Description of Work...

Employment History*

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

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

ATTACHMENT 5 FORM LC1 - LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY (CONTINUED)

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

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

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

Reference Number:	1
Date From:	<mm/yy>
Date To:	<mm/yy>
Organization Name:	<insert organization name>
Contact Name:	<insert contact>
Contact Phone:	<insert phone>
Contact e-mail:	<insert e-mail>
Details:	<insert details>

B) Requirements Qualification Traceability Matrix

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

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

Master Contractor Representative:

Print Name Signature Date

Proposed Individual:

Signature Date

ATTACHMENT 6 PRE-PROPOSAL CONFERENCE DIRECTIONS[Baltimore World Trade Center](#)

Directions to the World Trade Center Building
Department of Business & Economic Development
401 E. Pratt Street
Baltimore, MD 21202

Baltimore Directions/Parking**From The North****Via I-95 South**

Follow I-95 through the Fort McHenry Tunnel (toll) to exit (I-395 North Downtown)
After exiting the tunnel move into the left lanes and continue on I-395 to Conway Street
Make a right on Conway Street and follow it to Light Street
Make a left on Light Street, move to the center or right lane and continue to the traffic signal Make a right at the signal onto Pratt Street
Follow Pratt Street for four blocks to the Inner Harbor
The World Trade Center will be on your right as you approach Commerce Street

Via I-83

Follow I-83 South until it merges with I-695 West
Continue on I-695 West/I-83 South for about one mile to exit 23-A (I-83 South Downtown) Proceed on I-83 South until the expressway ends at Exit 1 (Fayette Street), at which point the expressway becomes President Street
Follow President Street for approximately three blocks to Lombard Street and make a right. Follow Lombard Street for approximately four blocks to the traffic signal (Commerce Street) and make a left
Follow Commerce Street directly to Pratt Street and make a left
The World Trade Center will be on your immediate right.

From the South**Via I-95 North**

Follow I-95 North to Exit 53 (I-395 North, Downtown)
Continue in the left or center lane
Follow I-395 Conway Street and make a right
Follow Conway Street to Light Street and make a left
Move to the center or right lane and continue to the traffic signal
Make a right at the signal onto Pratt Street
Follow Pratt Street for four blocks to the Inner Harbor
The World Trade Center will be on your right as you approach Commerce Street.

From the West

Via I-70 East

Take I-70 East to exit 9 (I-695, to Glen Burnie)

Take I-695 to exit 11A (I-958 North Baltimore)

Proceed on I-95 North to exit 53 (I-395 North Downtown)

Continue in the left or center lane

Follow I-395 Conway Street and make a right

Follow Conway Street to Light Street and make a left

Move to the center or right lane and continue to the traffic signal

Make a right at the signal onto Pratt Street

Follow Pratt Street for four blocks to the Inner Harbor

The World Trade Center will be on your right as you approach Commerce Street

From the East

Take Route 50 to Route 97

Traveling North on Route 97, follow the signs to Baltimore continuing on Route 97 to I-695 Take I-695 West to I-95

Turn North following the signs on I-95 to Baltimore via exit 53 (I-395 North Downtown)

After exiting, bear left, following the signs to the Inner Harbor

Continue in the left or center lane

Follow I-395 Conway Street and make a right

Follow Conway Street to Light Street and make a left

Move to the center or right lane and continue to the traffic signal

Make a right at the signal onto Pratt Street

Follow Pratt Street for four blocks to the Inner Harbor

The World Trade Center will be on your right as you approach Commerce Street

Baltimore Inner Harbor Parking:

Central Parking

400 E. Pratt Street

Baltimore, MD 21202

* Entrance on Gay St. and Lombard St.

Central Parking

300 E. Pratt Street

Baltimore, MD 21202

Renaissance Harbor Place Parking Garage

202 E. Pratt Street

Baltimore, MD 21202

* Entrance on South St. (make a left from Lombard St. or E. Pratt Street)

Lockwood Place Garage

124 Market Street

Baltimore, MD 21202

* Entrance on Lombard St. and Market St.

ATTACHMENT 7 NOTICE TO PROCEED (SAMPLE)

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS+ TO Project Number (TORFP #): T00B4400022

Dear TO Contractor Contact:

This letter is your official Notice to Proceed as of Month Day, Year, for the above-referenced Task Order Agreement. Mr. / Ms. _____ of _____ (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,

Brenda Lee

Task Order Procurement Officer

Enclosures (2)

cc: Regina Tillery, CIO

Procurement Liaison Office, Department of Information Technology

Project Oversight Office, Department of Information Technology

ATTACHMENT 8 AGENCY RECEIPT OF DELIVERABLE FORM

I acknowledge receipt of the following:

TORFP Title: Web Development, Maintenance and Support

TO Project Number (TORFP #): T00B4400022

Title of Deliverable: _____

TORFP Reference Section # _____

Deliverable Reference ID # _____

Name of TO Manager: Regina Tillery, CIO

_____	_____
TO Manager Signature	Date Signed

Name of TO Contractor's Project Manager: _____

_____	_____
TO Contractor's Project Manager Signature	Date Signed

ATTACHMENT 9 AGENCY DELIVERABLE PRODUCT ACCEPTANCE FORM

Agency Name: Department of Business and Economic Development

TORFP Title: DBED Web Development, Maintenance and Support

TO Manager: Regina Tillery, 410-767-3391

To:

The following deliverable, as required by TO Project Number (TORFP #): #ADPICS PO T00B4400022 has been received and reviewed in accordance with the TORFP.

Title of deliverable: _____

TORFP Contract Reference Number: Section # _____

Deliverable Reference ID # _____

Total Amount Invoiced: _____

Total Number of Hours Expended: _____

This deliverable:

Is accepted as delivered.

Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

TO Manager Signature

Date Signed

ATTACHMENT 10 NON-DISCLOSURE AGREEMENT (OFFEROR)

This Non-Disclosure Agreement (the "Agreement") is made this ___ day of _____ 20___, by and between _____ (hereinafter referred to as "the OFFEROR ") and the State of Maryland (hereinafter referred to as "the State").

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS+ TORFP # T00B440022 for Web Development, Maintenance and Support. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to _____. 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 Brenda Lee, Procurement Officer, Department of Business and Economic Development on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR'S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.
8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

OFFEROR: _____ BY: _____

NAME: _____ TITLE: _____

ADDRESS: _____

ATTACHMENT 11 NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT (~~—Agreement~~) is made as of this ___ day of _____, 20___, by and between the State of Maryland ("the State"), acting by and through its Department of Business and Economic Development (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 Web Development, Maintenance and Support TORFP No. T00B440022 dated _____, (the ~~—TORFP~~) issued under the Consulting and Technical Services procurement issued by the Department, Project Number 060B2490023; and

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

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

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

Personnel. TO Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).

- 6. TO Contractor shall, at its own expense, return to the Department, all copies of the Confidential Information in its care, custody, control or possession upon request of the Department or on termination of the TO Agreement.
- 7. A breach of this Agreement by the TO Contractor or by the TO Contractor’s Personnel shall constitute a breach of the Master Contract Agreement between the TO Contractor and the State.
- 8. TO Contractor acknowledges that any failure by the TO Contractor or the TO Contractor’s Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the TO Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The TO Contractor consents to personal jurisdiction in the Maryland State Courts. The State’s rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages from the TO Contractor and the TO Contractor’s Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys’ fees and disbursements) that are attributable, in whole or in part to any failure by the TO Contractor or any of the TO Contractor’s Personnel to comply with the requirements of this Agreement, the TO Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
- 9. TO Contractor and each of the TO Contractor’s Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement and the TO Contractor shall provide originals of such executed Agreements to the State.
- 10. The parties further agree that:

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

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

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

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

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

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

TO Contractor/TO Contractor’s Personnel:

TO Requesting Agency:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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

Printed Name and Address
of Employee or Agent

Signature

Date

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

ATTACHMENT 12 TO CONTRACTOR SELF-REPORTING CHECKLIST

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

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

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

SUBMIT AS INSTRUCTED IN TORFP.

ATTACHMENT 13 LIVING WAGE AFFIDAVIT OF AGREEMENT

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

If the Contract is Exempt from the Living Wage Law

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

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

If the Contract is a Living Wage Contract

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

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

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

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

Name of Authorized Representative: _____
 Signature of Authorized Representative _____
 Date: _____ Title: _____
 Witness Name (Typed or Printed): _____
 Witness Signature and Date: _____

ATTACHMENT 14 MERCURY AFFIDAVIT

AUTHORIZED REPRESENTATIVE THEREBY AFFIRM THAT:

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

MERCURY CONTENT INFORMATION:

The product(s) offered do not contain mercury.

OR

The product(s) offered do contain mercury.

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

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

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

(3) other states; and

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

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

_____ By: _____

Date

Signature

Print Name: _____

Authorized Representative and Affiant

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

VSBE FORMS

- V-1A Offeror Acknowledgement of Task Order VSBE Requirements
- V-1 (Parts 1 and 2) Veteran-Owned Small Business Enterprise Utilization Affidavit and VSBE Participation Schedule (Attachment 15-V-1) (must be submitted with bid or offer)
- V-2 VSBE Subcontractor Project Participation Statement (Attachment 15-V-2) (must be submitted within 10 working days of notification of apparent award or actual award, whichever is earlier)
- V-3 VSBE Prime Contractor Unpaid Invoice Report (Submitted monthly)
- V-4 VSBE Subcontractor Unpaid Invoice Report (Submitted monthly)

TO CONTRACTOR VETERAN SMALL BUSINESS ENTERPRISE REPORTING REQUIREMENTS

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

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

financial management tracking system from the subcontractor's V-4 report only. Therefore, if the subcontractor(s) do not submit their V-4 payment reports, the TO Contractor cannot and will not be given credit for subcontractor payments, regardless of the TO Contractor's proper submission of Form V-4. The TO Manager will contact the TO Contractor if reports are not received each month from either the prime contractor or any of the identified subcontractors. The TO Contractor must promptly notify the TO Manager if, during the course of the TO, a new VSBE subcontractor is utilized.

ATTACHMENT 15-V1A

Master Contractor Acknowledgement of Task Order VSBE Requirements

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

In conjunction with the offer submitted in response to Solicitation No. T00B4400022, I affirm the following:

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

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

Offeror Name

Signature of Affiant

Printed Name, Title

Address

Date

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

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

Part 1 - Affidavit

In conjunction with the bid or proposal submitted in response to Solicitation No. T00B4400022 _____, I affirm the following:

1. I acknowledge and intend to meet the overall verified VSBE participation goal of 2%. Therefore, I will not be seeking a waiver.

OR

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

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

(a) Subcontractor Project Participation Statement

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

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

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

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

**ATTACHMENT 15-V-1 VETERAN-OWNED SMALL BUSINESS ENTERPRISE
UTILIZATION AFFIDAVIT AND PARTICIPATION SCHEDULE (CONT'D)**
Part 2 - VSBE Participation Schedule

Prime Contractor: (Firm Name, Address, Phone)	Project Description:
Project Number: T00B4400022	

List information for each verified VSBE subcontractor on this project

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

Continue on a separate page, if needed

Total VSBE Participation _____%

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

Bidder/ Offeror Name
(PLEASE PRINT OR TYPE)

Signature of Affiant

Name: _____

Title: _____

Date: _____

SUBMIT AS INSTRUCTED IN TORFP.

ATTACHMENT 15-V-2 VSBE SUBCONTRACTOR PROJECT PARTICIPATION STATEMENT

Please complete and submit one form for each verified VSBE listed on Attachment 15-V-2 within 10 working days of notification of apparent award.

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

Prime Contractor Address and Phone	Project Description
Project Number T00B4400022	Total Contract Amount
Name of Veteran-Owned Firm	
Work to be Performed	
Percentage of Total Contract	

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

PRIME CONTRACTOR SIGNATURE

SUBCONTRACTOR SIGNATURE

By: _____
 Name, Title

By: _____
 Name, Title

 Date

 Date

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

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

Date: _____

Task Order Title: _____ Task Order Number: _____

Master Contractor Name: _____ Subcontractor Name: _____

Invoice Number	Invoice Date	Invoice Amount	Reason for Non-Payment

Master Contractor Signature _____

Date _____

ATTACHMENT 15-V -4 VSBE SUBCONTRACTOR UNPAID INVOICE REPORT

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

Date: _____

Task Order Title: _____

Task Order Number: _____

Subcontractor Name: _____

Prime Contractor Name: _____

Payments:

Invoice Number	Payment Date	Payment Amount	Comments

Outstanding Invoices:

Invoice Number	Invoice Date	Invoice Amount	Comments

Subcontractor Signature _____

Date _____

ATTACHMENT 16 CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

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

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

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

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

CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

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

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____ Title: _____

Witness Name (Typed or Printed): _____

Witness Signature and Date: _____

ATTACHMENT 17 SAMPLE PROJECT REQUEST FORM

MARYLAND DBED INTERNET/INTRANET SUPPORT, MAINTENANCE & ENHANCEMENTS TASK PROJECT REQUEST (PR)		
ER NO: 1	DATE:	PRIORITY: (1) 2 3 4 (Highest) (Lowest)
ORIGINATOR: NAME: PHONE NO.: 410-767- xxxx EMAIL ADDRESS: xxxxxx@choosemaryland.org		
TITLE: xxxxxx xxxxxxxx	Work Type: Work Type #2- Provide development or assist in the development and/or maintenance of Microsoft SharePoint	
DESCRIPTION OF ENHANCEMENT: XXXXXXXX XXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXX		
Deliverables (if applicable):		
Deliverables Acceptance Criteria (if applicable):		
How would this enhancement benefit your performance? XXXXXX XXXXXXXXXXXXXXXX XXXXX XXXX		
SYSTEM MODULE TO BE CHANGED (DBED use only): ChooseMaryland website enhancement		
DESCRIPTION OF WORK REQUIRED TO ACCOMPLISH THE ENHANCEMENT (TO Contractor use only):		
T&M ESTIMATE: <i>Resources identified below are currently anticipated to perform or have performed the work identified.</i>		

Labor Category	Rate	Hours	Amount
Category (Resource name)	\$		\$
	\$		\$
Total Labor			\$
Other Direct Costs	.		
GRAND TOTAL			\$

TO CONTRACTOR MANAGER APPROVAL:	DATE APPROVED:
TO Contractor Manager	Date
DBED APPROVAL:	DATE APPROVED:
Subtask Approver	Date
TO MANAGER APPROVAL:	DATE APPROVED:
Regina Tillery	Date

ATTACHMENT 18 PERFORMANCE EVALUATION FORM

TORFP Title: Web Development, Maintenance and Support

TORFP # T00B4400022

Name of Contractor being evaluated: <insert name>

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

Evaluation Month & Year:
 Role (TORFP Section 2.7):
 Labor Category:

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

TO Requesting Agency: Department of Business and Economic Development

PROJECT PERSONNEL PERFORMANCE RATING*

The information below shall be completed by the TO Manager or Designee and returned to the TO Contractor

Performance Area	Satisfactory	Unsatisfactory
Attendance and Timeliness		
Work Productivity		
Work Quality		
Teamwork		
Communication		
Customer Service		

*Project Personnel must maintain a –Satisfactory” rating for each performance area. The TO Contractor shall take action to address any unsatisfactory rating. At the TO Manager’s discretion, employee performance may be rejected and payment withheld pending employee performance mitigation or employee substitution.

Employee performance overall is accepted.

Employee performance overall is rejected (for reasons indicated below).

REASON(S) FOR UNSATISFACTORY EMPLOYEE PERFORMANCE RATING/S:

OTHER COMMENTS:

Signature of Evaluator Date

Signature of TO Contractor Date

ATTACHMENT 19 CRIMINAL BACKGROUND CHECK AFFIDAVIT

AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

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

I hereby affirm that the _____ (Master Contractor) _____ has provided _____ (Agency) _____ with a summary of the security clearance results for all of the candidates that will be working on Task Order _____ (Title and Number) _____ and all of these candidates have successfully passed all of the background checks required under Section 2.4.3.2 of the CATS + Master Contract. Master Contractors hereby agrees to provide security clearance results for any additional candidates at least seven (7) days prior to the date the candidate commences work on this Task Order.

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

Master Contractor

Typed Name

Signature

Date