



**CONSULTING AND TECHNICAL SERVICES (CATS)  
TASK ORDER REQUEST FOR PROPOSALS (TORFP)**

**MARYLAND CORRECTIONAL ENTERPRISES**

**WEBSITE DESIGN FOR MARYLAND  
CORRECTIONAL ENTERPRISES (MCE)**

**CATS TORFP PROJECT Q00P8207059**

**DEPT OF PUBLIC SAFETY AND CORRECTIONAL SVCS  
INFORMATION TECHNOLOGY AND COMMUNICATIONS DIVISION**

**ISSUE DATE: 03/11/2008**

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### KEY INFORMATION SUMMARY SHEET

This Consulting and Technical Services (CATS) Task Order Request for Proposals (TORFP) is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. All CATS Master TO Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. All Master TO Contractors must complete and submit a Master TO Contractor Feedback form via the CATS web site regardless of whether a TO Proposal is submitted or not. The form is accessible via, your CATS Master TO Contractor login screen and clicking on TORFP Feedback Response Form from the menu. In addition to the requirements of this TORFP, the Master TO Contractors are subject to all terms and conditions contained in the CATS RFP issued by the Maryland Department of Budget and Management (DBM), Office of Information Technology (OIT) and subsequent Master Contract Project Number 050R5800338, including any amendments.

<b>TORFP Title:</b>	WEBSITE DESIGN FOR MARYLAND CORRECTIONAL ENTERPRISES (MCE)
<b>Functional Area:</b>	AREA 2 – WEB AND INTERNET SYSTEMS
<b>TORFP Issue Date:</b>	03/12/2008
<b>Closing Date and Time:</b>	04/09/2008 at 2:00 PM
<b>TORFP Issuing Agency:</b>	Department of Public Safety and Correctional Services (DPSCS) Information Technology & Communications Division (ITCD)
<b>Send Questions and Proposals to:</b>	Gina W. Lee, Procurement Officer Office Phone: (410) 585-3198 Fax: (410) 358-8671 Email Address: gwlee@dpscs.state.md.us
<b>TO Procurement Officer:</b>	Gina W. Lee Office Phone Number: 410-585-3198 Office FAX Number: 410-358-8671
<b>TO Manager:</b>	C. Jeff Beeson DPSCS, Maryland Correctional Enterprises (MCE) 7275 Waterloo Road, Jessup, MD 20794 Telephone #: 410-540-5406 E-mail: <a href="mailto:CJBeeson@dpscs.state.md.us">CJBeeson@dpscs.state.md.us</a>
<b>TO Project Number:</b>	Q00P8207059
<b>TO Type:</b>	Fixed Price
<b>Period of Performance:</b>	1 year with 2 one-year Option Renewals
<b>MBE Goal:</b>	25 percent
<b>Small Business Reserve (SBR):</b>	No
<b>Primary Place of Performance:</b>	MCE, 7275 Waterloo Road, Jessup, MD 20794
<b>TO Pre-proposal Conference:</b>	MCE, 7275 Waterloo Road, Jessup, MD 20794 03/26/2008 at 3:00 PM See Attachment 6 for directions.

## SECTION 1 - ADMINISTRATIVE INFORMATION

### 1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement. See Section 2.22 for information on change orders.

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

### 1.2 TO AGREEMENT

Based upon an evaluation of TO Proposal responses, a Master TO 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 TO Contractor, which will bind the selected Master TO Contractor (TO Contractor) to the contents of its TO Proposal, including the price proposal.

### 1.3 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the stated date and exact time. The time will be local time as determined by DPSCS ITC D e-mail system time stamp. The TO Proposal is to be submitted via e-mail as two attachments in MS Word format. The "subject" line in the e-mail submission shall state the TORFP #Q00P8207059. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS TORFP # Q00P8207059 Technical". The second file will be the financial response to this CATS TORFP and titled, "CATS TORFP # Q00P8207059 Financial". The proposal documents that must be submitted with a signature, Attachment 2 - MBE Forms D-1 and D-2 and Attachment 4 - Conflict of Interest and Disclosure Affidavit, must be submitted as .PDF files with signatures clearly visible.

### 1.4 ORAL PRESENTATIONS/INTERVIEWS

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

### 1.5 MINORITY BUSINESS ENTERPRISE (MBE)

A Master TO Contractor that responds to this TORFP shall complete, sign, and submit all required MBE documentation (Attachment 2 - Forms D-1 and D-2) at the time it submits its TO Proposal. **Failure of the Master TO Contractor to complete, sign, and submit all required MBE documentation at the time it submits its TO Proposal will result in the State's rejection of the Master TO Contractor's TO Proposal.**

### 1.6 CONFLICT OF INTEREST

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

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

## **1.7 NON-DISCLOSURE AGREEMENT**

Certain system documentation may be available for potential Offerors to review at a reading room at 6776 Reisterstown Road, Suite 211, Baltimore, MD 21215. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of Attachment 10. Please contact the TO Procurement Officer of this TORFP to schedule an appointment.

In addition, certain documentation may be required by the TO Contractor awarded the TO Agreement in order to fulfill the requirements of the TO Agreement. The TO Contractor, employees and agents who review such documents will be required to sign, including but not limited to, a Non-Disclosure Agreement (TO Contractor) in the form of Attachment 11.

## **1.8 LIMITATION OF LIABILITY CEILING**

Pursuant to Section 28(C) of the CATS Master Contract, the limitation of liability per claim under this TORFP shall not exceed the total TO Agreement amount established.

## **1.9 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES**

DBM OIT will be performing contract management oversight on the CATS master contract. As part of that oversight, DBM OIT has implemented a process for self-reporting contract management activities of CATS task orders (TO). This process shall typically apply to active TOs for operations and maintenance services valued at \$1 million or greater, but all CATS TOs are subject to review.

DBM OIT will send checklists out to applicable TO Contractors approximately three months after the Notice To Proceed date for a TO Agreement, and approximately every six months thereafter. The TO Contractor awarded the TO Agreement shall complete and return the TO Contractor Self-Reporting Checklist within two weeks of receipt as instructed on the checklist.

## **SECTION 2 - SCOPE OF WORK**

### **2.1 PURPOSE AND BACKGROUND**

#### **2.1.1 PURPOSE**

The Department of Public Safety and Correctional Services (DPSCS), Information Technology and Communications Division (ITCD) is issuing the CATS TORFP to obtain a qualified TO Contractor to provide services necessary to create, maintain and host an interactive e-Commerce website for Maryland Correctional Enterprises (MCE).

#### **REQUESTING AGENCY BACKGROUND**

The mission of Maryland Correctional Enterprises (MCE) is to provide structured employment and training activities for offenders in order to improve employability upon release, to reduce prison idleness, to produce quality, saleable goods and services, and to be a financially self-supporting State agency.

The sale of products and services produced by Maryland Correctional Enterprises is limited to State institutions or agencies, political subdivisions of Maryland, not-for-profit organizations, and as permitted under the Private Sector/Prison Industry Enhancement (PIE) Certification Program of the U.S. Bureau of Justice Assistance.

#### **PROJECT BACKGROUND**

The Department of Public Safety and Correctional Services (DPSCS), Maryland Correctional Enterprises (MCE) currently has a website which it intends to replace.

Maryland Correctional Enterprises (MCE) is soliciting proposals for a TO Contractor to provide all services necessary to create, maintain and host a new, interactive e-Commerce website, to include a user-friendly shopping cart, access to the MCE catalog and links to other DPSCS and State websites. MCE offers thousands of products and services that include, but are not limited to, complete furniture lines, textiles, graphics and food. The current MCE website and list of products can be viewed at: <http://dpscs.md.gov/mce/about.shtml>

### **2.2 TECHNICAL SPECIFICATIONS**

The TO Contractor will be responsible for implementing a fully operational interactive website in coordination with MCE.

- 2.2.1 The TO Contractor shall re-write the existing MCE webpage in ASP.NET with a SQL 2005 database backend. VB.Net "scriptlets" may be used to augment the ASP.NET code. The existing web site is written in HTML with image files.
- 2.2.2 The TO Contractor shall import/convert all existing product item descriptions and graphics from the current configuration into the SQL/ASP.NET environment. The TO Contractor will handle all data extraction from the current system.
- 2.2.3 The TO Contractor shall be fully responsible for system compatibility and ensure that any and all of their support including all network, hardware and software components that make up the proposed system maintain full compatibility with all interfacing systems. The Contractor shall ensure that any and all of their support does not compromise system or component level compatibility.
- 2.2.4 The TO Contractor shall ensure that any software and supporting hardware meet documented specifications and standards and shall have to pass performance testing criteria and be approved by the Contract Manager in order to be in compliance with the Contract.

### **2.3 FUNCTIONAL REQUIREMENTS**

- 2.3.1 The TO Contractor shall create an online user account database that allows users to build a customer account that would allow users to access the MCE site for purchasing items. The account database shall include up to 30 data fields, including a login username and password. The types of fields shall include, but are not limited to, name, agency, address, city, state, zip code, username, password, etc.

- 2.3.2 The TO Contractor shall ensure that the website displays a current price, picture and specifications for each product. Users would then select individual products from any portion of the online catalogue.
- 2.3.3 The TO Contractor shall develop interactive configuration of MCE products in accordance with their options and prices as needed. For example: A chair can have optional bases, arms, colors, and controls that effect the price. When an item is selected, any available options for that item must be then displayed so a user can select each applicable option desired. A user must select options for each item with options or must select a no option choice.
- 2.3.4 The TO Contractor shall implement an online shopping cart system to allow users to place online orders via the MCE website listed above. The cart shall be able to capture each item ordered, quantity ordered, options (if any), cost, and payment method. Payment methods shall include Purchase Order, Credit Card, Check, and Money Order.
- 2.3.5 The TO Contractor shall for each completed, submitted order, email an invoice to the ordering user and to a specified email address for the MCE order department. MCE staff will manually verify authenticity and make applicable State of Maryland Financial Management system entries.
- 2.3.6 The TO Contractor shall develop/deploy content management software to allow MCE staff to modify the websites content as needed.
- 2.3.7 The TO Contractor shall develop pages to include general information about MCE, such as history, mission, directory, applicable laws and regulations, management and customer councils, job opportunities, testimonials, request information and links to other Departmental and State websites.
- 2.3.8 The TO Contractor shall have the website completely operational within six months (180 days) of the TO agreement being awarded. This will include the incremental completion of portions of the site to test and evaluate efficiency. MCE will have final acceptance for completion of all parts of this project. The TO Contractor is expected to work with MCE staff in all phases of development including UATs, user documentation and training.
- 2.3.9 TO Contractor shall develop administrator screens for MCE staff to manage user accounts (reset passwords, disable accounts, etc. and view order history for users.
- 2.3.10 TO Contractor shall develop reports for MCE staff to analyze products and user order history.
- 2.3.11 The TO Contractor shall develop a user login feature to place an online order. The login shall consist of the user's login username and password. Only users registered in the user account database shall be able to make purchases through the MCE site.

## **2.4 SECURITY**

- 2.4.1 The TO Contractor shall develop and secure the website in terms of customer and financial data. All financial and customer data must be transported via a SSL certificate using HTTPS. Cookies cannot be used to store any data on the local user computer. The TO Contractor shall recommend the highest secure methods including user connectivity, database storage of payment information, host site server configuration.
- 2.4.2 MCE will configure the remote network access for the TO Contractor to perform maintenance support during the warranty period.

## **2.5 HOSTING/BACKUP AND DISASTER RECOVERY SERVICES**

- 2.5.1 The TO Contractor shall provide a hosting site for the application. MCE will provide any and all COTS software licenses. MCE will also have administrator rights to the host site.
- 2.5.2 The TO Contractor shall provide disaster recovery services in accordance with the Statewide Security Policy and Disaster Recovery Plan.
- 2.5.3 The TO Contractor shall provide a hard disk data to tape backup service for archival and disaster recovery retrieval purposes. Backups will consist of weekly full, hot backups and daily incremental hot backups. The TO Contractor shall schedule, perform and monitor backups.

## 2.6 SERVICE LEVELS

- 2.6.1 The TO Contractor shall provide guaranteed service availability of 99.5% excluding a weekly maintenance window of approximately 30 minutes or other pre-defined times approved by the MCE Project Manager.
- 2.6.2 The MCE Contract Manager shall be notified 48 hours in advance of scheduled maintenance activities that may impact the site or system availability. Maintenance of 30 minutes or more shall be scheduled after normal business or hours of peak usage. Maintenance outside of this schedule must have prior approval from the MCE Contract Manager. The contractor shall address system issues relating to software, hardware, network and backup services according to the following predefined service levels. The State has the authority to establish and modify the priorities.

Priority 1	Severe Problem	A service, access, functionality is unavailable and no readily available alternative solution or workaround exists Resolution within 30 minutes (24 hours a day, 7 days a week)
Priority 2	Severe Problem	A service, access, functionality is unavailable but a readily available alternative solution or workaround does exist  Response and diligent work towards resolution within 2 hours (24 hours a day, 7 days a week)
Priority 3 and 4	Isolated Problem/	Limited to a few users, degraded application functionality, change Degraded performance/management. Change Management Response and diligent work towards resolution (Monday through Friday, excluding State of Maryland holidays)

## 2.7 PERFORMANCE TESTING/WARRANTY PERIOD

- 2.7.1 A performance period will begin after all applicable deliverable products and services comprising the TO Contractors support have been installed and all applicable deliverables have been accepted. The performance period will be for a period of 90 days unless otherwise specified in the Contract to allow for adequate testing of all functionality, including any and all processes and interfaces. The time periods for any performance and warranty periods will be at the minimum noted in the original scope of work, but may also be addressed in the subsequent plans such as the Project Management Plan.

During the performance period, MCE will test the functionality and integration system and services to ensure that the requirements of the system have been met according to the following objectives:

- a) testing of all existing system applications and services;
- b) validate system set-up for functionality and user access;
- c) confirm use of system in performance business processes;
- d) confirm integrity of business process, data, services, security, and end-products;
- e) verify all requirements of the contract have been met;
- f) speed of performance;
- g) determine TO Contractor's response time for errors or failures;
- h) subjective satisfaction of the Contract Manager.

If it is determined that the scheduled performance period does not allow sufficient time for MCE to verify all system services, then the TO Contractor shall warrant the system and services for an additional period guaranteeing that the system is free from performance problems and meetings all specifications as defined in the Contract and follow-on plans. Should MCE encounter performance problems or discover specifications have not been met, the TO Contractor shall rectify the performance problem or complete the specification to MCE's satisfaction at no cost to MCE within two (2) weeks or as directed by MCE. Any warranty period shall begin upon (1) the conclusion of the Performance Period, and (2) system and services acceptance and signoff. Length of any warranty period will be decided at the beginning of the specified performance period. The length of the warranty will be based on when the applications are initially installed or upgraded, and business process take place.

## **2.8 DOCUMENTATION**

2.8.1 The TO Contractor shall provide user and system documentation for all aspects of the system according to the State of Maryland System Development Life Cycle. This includes diagrams and detailed information on the hardware and software that comprise the system, security, standard operating procedures for maintenance and operations, system administration, etc.

## **2.9 TRAINING**

2.9.1 User training consists of training for ten (10) MCE/State employees in all functionality of the system from a Train the Trainer standpoint. The TO Contractor shall supply training documentation (ie User Manual, Administration Manual).

## **2.10 ADDITIONAL TO CONTRACTOR RESPONSIBILITIES**

- 2.10.1 The TO Contractor shall provide a single point of contact (POC) for the duration of the Contract. The TO Contractor shall provide and maintain a Communication Plan that includes the following information for the single point of contact: address, business phone numbers, alternate contact numbers, pager numbers, cell phone numbers and email addresses. The Communication Plan should also include alternate contact information when the single point of contact is unavailable. The TO Contractor shall provide the initial Communication Plan at the kick-off meeting in accordance with Section 2.10.2. The Communication Plan will be viewed as a living document and shall be updated as necessary throughout the life of the contract to ensure current information. MCE may contact this individual for the purpose of problem isolation and determination, equipment replacement, reporting and invoicing, and management responsibilities.
- 2.10.2 A contract Kick-Off Meeting shall be held within ten (10) days of the TO Contractor's notification to proceed (Notice to Proceed (NTP)). The date and time of the Kick-off Meeting will be scheduled by the DPSCS TO Procurement Officer. The purpose of the Kick-Off Meeting shall be to understand and communicate timeline(s) and known requirements of the Contract. At the time of the Kick-Off Meeting, the TO Contractor shall provide the TO Manager and TO Procurement Officer with its Communication Plan.
- 2.10.3 The TO Contractor shall hold a weekly status meeting with the TO Manager and appropriate MCE staff to discuss the work plan, status of items, issues, priorities and new or additional work plan items to be added, deferred or removed until the project is completed.

## **2.11 TO CONTRACTOR SECURITY REQUIREMENTS**

The TO Contractor shall comply with and adhere to the Maryland State IT Security Policy and Standards Version 1.5 dated December 2007. This policy and standards may be revised from time to time and the TO Contractor shall comply with all such revisions. The current and any updated and revised versions of the **Maryland State IT Policy and Standards is available on-line at** [http://www.dbm.maryland.gov/dbm\\_publishing/public\\_content/dbm\\_taxonomy/security/prevention/itsecuritypolicies.pdf](http://www.dbm.maryland.gov/dbm_publishing/public_content/dbm_taxonomy/security/prevention/itsecuritypolicies.pdf)

The TO Contractor shall not connect any of its own equipment to an Agency's LAN/WAN without prior written approval by the State. The State will provide equipment as necessary for support that entails connection to the State LAN/WAN, or give prior written approval as necessary for connection.

Each person who is an employee or agent of the TO Contractor or TO subcontractor shall display his or her company ID badges at all times while on State premises. Each such employee or agent upon request of State personnel shall provide additional photo identification.

The TO Contractor shall obtain a CJIS State and Federal criminal background check, including fingerprinting, for each individual performing services under the Contract. This check may be performed by a public or private entity. A successful CJIS State criminal background check shall be completed prior to any TO Contractor employee providing services on-site at any location covered by this Contract. A CJIS Federal background check is necessary for each employee assigned to work on the Contract.

The TO Contractor shall provide certification to the Department that the TO Contractor has completed the required CJIS criminal employee background checks and that the TO Contractor's employee assigned to this Contract has successfully passed this background check. The Department reserves the right to refuse to allow any individual employee to work on State premises, based upon certain specified criminal convictions.

The CJIS criminal record check of each employee who will work on State premises shall be reviewed by the TO Contractor for convictions of any of the following crimes described in the Annotated Code of Maryland, Criminal Law Article:

- (a) §§ 6-101 through 6-104, 6-201 through 6-205, 6-409 (various crimes against property);
  - (b) any crime within Title 7, Subtitle 1 (various crimes involving theft);
  - (c) §§ 7-301 through 7-303, 7-313 through 7-317 (various crimes involving telecommunications and electronics);
  - (d) §§ 8-201 through 8-302, 8-501 through 8-523 (various crimes involving fraud);
  - (e) §§ 9-101 through 9-417, 9-601 through 9-604, 9-701 through 9-706.1 (various crimes against public administration); or
  - (f) a crime of violence as defined in CL § 14-101(a).
- A. An employee of the TO Contractor who has been convicted of a felony or of a crime from the above list of crimes shall not be permitted to work on State premises pursuant to this Contract; an employee of the TO Contractor who has been convicted with the past five (5) years of a misdemeanor from the above list of crimes shall not be permitted to work on State premises.
  - B. Each Agency within the Department may impose more restrictive conditions regarding the nature of prior criminal convictions that would result in an employee of the TO Contractor to not be permitted to work on that Agency's premises. Upon receipt of an Agency's more restrictive conditions regarding criminal convictions, the TO Contractor shall provide an updated certification to that Agency regarding the personnel working at or assigned to that Agency's premises.

On-site Security requirement(s): For all conditions noted below, the TO Contractor's personnel may be barred from entrance or leaving any site until such time that the State conditions and queries are satisfied.

- A. Any person who is an employee or agent of the TO Contractor or TO subcontractor and who enters the premises of a facility under the jurisdiction of the Agency may be searched, fingerprinted (for the purpose of a criminal history background check), photographed and required to wear an identification card issued by the Agency.
- B. Further, the TO Contractor, its employees and agents and TO Subcontractor employees and agents shall not violate Md. Code Ann., Criminal Law Art. Section 9-410 through 9-417 and such other security policies of the Agency that controls the facility to which access by the TO Contractor will be necessary. The failure of any of the TO Contractor's or TO Subcontractors employees or agents to comply with any provision of the Contract that results from award of this solicitation is sufficient grounds for the State to immediately terminate that Contract for default.
- C. Any person who is an employee or agent of the TO Contractor or TO subcontractor entering the Department's premises shall be required to document an inventory of tools, equipment, etc. being brought onto the site, and to submit to a physical search of his or her person. Therefore, the TO Contractor's personnel shall always have available an inventory list of tools being brought onto a site and be prepared to present the inventory list to the State staff or an officer upon arrival for

review, as well as present the tools or equipment for inspection. Before leaving the site, the TO Contractor's personnel will again present the inventory list and the tools or equipment for inspection. Upon both entering the site and leaving the site, State staff or a correctional or police officer may search TO Contractor personnel.

- D. At all times at any facility, the TO Contractor's personnel shall ensure cooperation with State site requirements which include: 1) being prepared to be escorted at all times, and 2) providing information for ID badge purposes and wearing the ID badge on their person in a visual location at all times.

## **2.12 DELIVERABLES**

For each written deliverable, draft and final, the TO Contractor shall submit to the TO Manager one hard copy and one electronic copy compatible with Microsoft Office 2000.

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

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

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

Upon receipt of a final deliverable, the TO Manager shall commence a review of the deliverable as required to validate the completeness and quality in meeting requirements. Upon completion of validation, the TO Manager shall issue to the TO Contractor notice of acceptance or rejection of the deliverables in an Agency Acceptance of Deliverable Form (Attachment 9). In the event of rejection, the TO Contractor shall correct the identified deficiencies or non-conformities. Subsequent project tasks may not continue until deficiencies with a deliverable are rectified and accepted by the TO Manager or the TO Manager has specifically issued, in writing, a waiver for conditional continuance of project tasks. Once the State's issues have been addressed and resolutions are accepted by the TO Manager, the TO Contractor will incorporate the resolutions into the deliverable and resubmit the deliverable for acceptance. Accepted deliverables shall be invoiced within 30 days in the applicable invoice format (Reference 2.18 Invoicing).

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

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

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

## 2.13 DELIVERABLE/DELIVERY SCHEDULE

ID	Deliverable	Expected Completion:
2.13.1	Completion of the Online User Account Database and user interface.	NTP + 30 Calendar Days
2.13.2	Completion of the Shopping Cart for placing online orders.	NTP + 60 Calendar Days
2.13.3	Integration of the invoice emailing component.	NTP + 90 Calendar Days
2.13.4	Identify and secure the hosting site for the application.	NTP + 30 Calendar Days
2.13.5	Deploy functioning Content Management Software.	NTP + 90 Calendar Days
2.13.6	Complete all system coding.	NTP + 150 Calendar Days
2.13.7	Provide all system documentation and training.	NTP + 175 Calendar Days
2.13.8	Complete all specifications of system to include the accessibility evaluation and test plan and deploy in production environment.	NTP + 180 Calendar Days
2.13.9	Beginning of performance period.	NTP + 90 Calendar Days

## 2.14 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES

The TO Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology projects, which may be created or changed periodically. The TO Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting project execution. These may include, but are not limited to:

- A) The State's System Development Life Cycle (SDLC) methodology at: [www.dbm.maryland.gov](http://www.dbm.maryland.gov) - keyword: SDLC.
- B) The State Information Technology Security Policy and Standards at: [www.dbm.maryland.gov](http://www.dbm.maryland.gov) - keyword: Security Policy.
- C) The State Information Technology Project Oversight at: [www.dbm.maryland.gov](http://www.dbm.maryland.gov) - keyword: IT Project Oversight.
- D) The State of Maryland Enterprise Architecture at [www.dbm.maryland.gov](http://www.dbm.maryland.gov) - keyword: MTAf Guiding Principles.
- E) The Non-Visual Accessibility at [www.dbm.maryland.gov](http://www.dbm.maryland.gov) – keyword: Non-Visual Accessibility.
- F) 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 a consistent methodology for all TO activities.

## 2.15 TO CONTRACTOR EXPERTISE REQUIRED

The TO Contractor must be able to translate applications requirements into the design of complex web sites, including web pages and applications. The TO Contract must also be able to apply new and emerging technologies to the site development process. The TO Contractor must also have experience providing comparable services and must provide four (4) examples of web accessible sites that have been completed in the last three (3) years. Please provide contact names, telephone numbers, web addresses and e-mail addresses of all references.

## 2.16 TO CONTRACTOR PERSONNEL MINIMUM QUALIFICATIONS

The following minimum qualifications are mandatory. The TO Contractor personnel 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 TO Contractor shall demonstrate, in its proposal, that it possesses such expertise in-house or has fostered strategic alliances with other firms for providing personnel with the following minimum qualifications:

- 2.16.1 General Experience: The TO Contractor personnel must have at least five (5) years of web development experience using current Microsoft .NET web development and graphic tools and must have at least five years experience using Microsoft SQL, two (2) years of which must be SQL 2005.
- 2.16.2 Specialized Experience: The TO Contractor personnel must have at least three (3) years of experience designing, developing and deploying Web sites and/or Web applications, including product selection, configuration, installation, maintenance, and site specific Web development languages and relational databases.

## 2.17 RETAINAGE

Ten percent (10%) of each applicable invoice up to ten percent (10%) of the total Contract price shall be held by the DPSCS ITCD as retainage. Disbursement of the total retaining will be dependent upon and occur 30 days following: (1) Contractor's invoicing of the retainage and (2) Sign-off of the applicable deliverable by DPSCS ITCD.

## 2.18 INVOICING

Payment will only be made upon completion and acceptance of the deliverables as defined in Section 2.13.

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

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

In addition to meeting the general invoice requirements above, provide the cumulative retainage amount for each discrete deliverable.

## 2.19 INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

- A) The invoice shall identify the DPSCS ITCD as the TO Requesting Agency, deliverable description, associated TO Agreement number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number.
- B) The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees and any sub TO Contractor and signed Acceptance of Deliverable form – Attachment 9, for each deliverable being invoiced) submitted for payment to the DPSCS ITCD at the following address: **DPSCS ITCD, Attention: Accounts Payable, P.O. Box 5743, Pikesville, MD 21282-5743.**
- C) Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements

have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

## **2.20 MBE PARTICIPATION REPORTS**

Monthly reporting of MBE participation is required in accordance with the terms and conditions of the CATS Master Contract by the 15<sup>th</sup> day of each month. The TO Contractor shall provide a completed MBE Participation form (Attachment 2, Form D-5) to ASM at the same time the invoice copy is sent. The TO Contractor shall ensure that each MBE Sub TO Contractor provides a completed MBE Participation Form (Attachment 2, Form D-6). Sub TO Contractor reporting shall be sent directly from the sub TO Contractor to DBED. DBED will monitor both the TO Contractor's efforts to achieve the MBE participation goal and compliance with reporting requirements. The TO Contractor shall email all completed forms, copies of invoices and checks paid to the MBE directly to the TO Procurement Officer and TO Manager

## **2.21 REPORTING**

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

- TO Requesting Agency name, TO Agreement number, functional area name and number, reporting period and "Progress Report" to be included in the e-mail subject line.
- Work accomplished during the prior month period.
- Deliverable progress, as a percentage of completion.
- Problem areas, including scope creep or deviation from the work plan.
- Planned activities for the next reporting period.
- Gantt chart updated from the original to show actual progress; as applicable, explanations for variances and plan for completion on schedule.
- An accounting report for the current reporting period and a cumulative summary of the totals for both the current and previous reporting periods. The accounting report shall include amounts invoiced-to-date and paid-to-date.

## **2.22 CHANGE ORDERS**

If the TO Contractor is required to perform additional work, or there is a work reduction due to unforeseen scope changes, 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 modifications shall be performed until a change order is executed by the TO Procurement Officer.

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

### **3.1 REQUIRED RESPONSE**

Each Master TO Contractor receiving this CATS TORFP must respond within the submission time designated in the Key Information Summary Sheet. Each Master TO Contractor is required to submit one of two possible responses: 1) a proposal or 2) a completed Attachment 12 - Notice to Master TO Contractors explaining why the Master TO Contractor will not be submitting a proposal.

### **3.2 FORMAT**

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

#### **3.2.1 THE TECHNICAL PORTION OF THE TO PROPOSAL SHALL INCLUDE**

- A) Proposed Services – Work Plan
  - 1) Requirements: A detailed discussion of the Master TO Contractor’s understanding of the work and the Master TO Contractor’s capabilities, approach and solution to address the requirements outlined in Section 2.
  - 2) Assumptions: A description of any assumptions formed by the Master TO Contractor in developing the Technical Proposal.
  - 3) Risk Assessment: An assessment of any risks inherent in the work requirements and actions to mitigate these risks.
  - 4) Proposed Solution: A description of the Master TO Contractor’s proposed solution to accomplish the specified work requirements.
  - 5) Proposed Tools: A description of all proposed tools that will be used to facilitate the work.
  - 6) Tasks and Deliverables: A description of and the schedule for each task and deliverable, illustrated by a Gantt chart. Start and completion dates for each task, milestone, and deliverable shall be indicated. The Gantt chart will form the baseline for task order monitoring, and will be updated monthly as part of progress reporting (see Section 2.16).
  - 7) Work Breakdown Structure: A detailed work breakdown structure and staffing schedule, with labor hours by skill category that will be applied to meet each milestone and deliverable, and to accomplish all specified work requirements.
  - 8) Acceptance Criteria: A statement acknowledging the Master TO Contractor’s understanding of the acceptance criteria.
- B) Proposed Personnel
  - 1) Identify and provide resumes for all proposed personnel by labor category. The resume should highlight the proposed personnel’s applicable responsibilities and accomplishments as they relate to the requirements of this TORFP
  - 2) Certification that all proposed personnel meet the minimum required qualifications and possess the required certifications in accordance to Section 2.9
  - 3) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TO Agreement.
  - 4) Complete and provide, at the interview, Attachment 5 – Labor Classification Personnel Resume Summary.
- C) MBE Participation
  - 1) Submit completed MBE documents Attachment 2 - Forms D-1 and D-2.

- D) Sub TO Contractors
  - 1) Identify all proposed sub TO Contractors, including MBEs, and their full roles in the performance of this TORFP Scope of Work.
- E) Master TO Contractor and Sub TO Contractor Experience and Capabilities
  - 1) Provide three examples of projects that you have completed that were similar in scope to the one defined in this TORFP Scope of Work. Each of the three examples must include a reference, to be provided at the interview, complete with the following:
    - A) Name of organization.
    - B) Name, title, and telephone number of point-of-contact for the reference.
    - C) Type, and duration of contract(s) supporting the reference.
    - D) The services provided, scope of the contract and performance objectives satisfied as they relate to the scope of this TORFP.
    - E) Whether the Master TO Contractor is still providing these services and, if not, an explanation of why it is no longer providing the services to the client organization.
  - 2) State of Maryland Experience: If applicable, the Master TO Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any government entity of the State of Maryland. For each identified contract, the Master TO Contractor shall provide:
    - A) The State contracting entity,
    - B) A brief description of the services/goods provided,
    - C) The dollar value of the contract,
    - D) The term of the contract,
    - E) Whether the contract was terminated prior to the specified original contract termination date,
    - F) Whether any available renewal option was not exercised,
    - G) The State employee contact person (name, title, telephone number and e-mail address.

This information will be considered as part of the experience and past performance evaluation criteria in the TORFP.
- F) Proposed Facility
  - 1) Identify Master TO Contractor's facilities, including address, from which any work will be performed.
- G) State Assistance
  - 1) Provide an estimate of expectation concerning participation by State personnel.
- H) Confidentiality
  - 1) A Master TO 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. TO Contractors are advised that, upon request for this information from a third party, the TO Procurement Officer will be required to make an independent determination regarding whether the information may be disclosed.

### **3.2.2 THE FINANCIAL RESPONSE OF THE TO PROPOSAL SHALL INCLUDE**

- A) A description of any assumptions on which the Master TO Contractor's Financial Proposal is based;
- B) Attachment 1 - Completed Financial Proposal, including:
  - The price for Website Design and maintenance options for year 1 and 2 should be quoted.

## **SECTION 4 – PROCEDURE FOR AWARDING A TASK ORDER AGREEMENT**

### **4.1 EVALUATION CRITERIA**

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

### **4.2 TECHNICAL CRITERIA**

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

- A) The qualifications of the proposed key personnel.
- B) Past performance on engagements provided as reference accounts in the Contractor's Technical Proposal, or other engagements not provided in the Technical Proposal but known to the State, especially previous task orders prepared under the Master Contract.
- C) Evaluation of web accessible site examples and their applicability to this task including technologies showcased.

### **4.3 SELECTION PROCEDURES**

- A) TO Proposals deemed technically qualified will have their financial proposal considered. All others will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.
- B) Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.
- C) The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, technical merit has greater weight than price.

### **4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT**

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

# ATTACHMENT 1 - PRICE PROPOSAL FORM

## PRICE PROPOSAL FOR CATS TORFP # Q00P8207059

Identification	Deliverable	Proposed Price
1	User Account Database and User Interface	
2	Shopping Cart	
3	Invoice Emailing Component	
4	Application Hosting Site	
5	Content Management Software Deployment	
6	System Coding	
7	System Documentation and Training	
8	1 <sup>st</sup> one year maintenance warranty option	
9	2 <sup>nd</sup> one year maintenance warranty option	
Total Proposed Fixed Price		

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Authorized Individual Name

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Company Name

---

Title

---

Company Tax ID #

SUBMIT AS A .PDF FILE WITH THE FINANCIAL RESPONSE

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

**CATS TORFP # Q00P8207059**

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 (Sub Contractor 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 sub Contractor 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 15<sup>th</sup> of the month following the month that is being reported. For example, the report for January's activity is due no later than the 15<sup>th</sup> of February. With the approval of the TO Manager, the report may be submitted electronically. Note: Reports are required to be submitted each month, regardless of whether there was any MBE payment activity for the reporting month.
3. The TO Contractor is responsible for ensuring that each sub Contractor receives a copy (e-copy of and/or hard copy) of Form D-6. The TO Contractor should make sure that the sub Contractor receives all the information necessary to complete the form properly, i.e., all of the information located in the upper right corner of the form. It may be wise to customize Form D-6 (upper right corner of the form) for the sub Contractor 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 sub Contractors submit reports no later than the 15<sup>th</sup> of each month, regardless of whether there was any MBE payment activity for the reporting month. Actual payment data is verified and entered into the State's financial management tracking system from the sub Contractor's D-6 report only. Therefore, if the sub Contractor(s) do not submit their D-6 payment reports, the TO Contractor cannot and will not be given credit for sub Contractor 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 TO Contractor or any of the identified sub Contractors. The TO Contractor must promptly notify the TO Manager if, during the course of the contract, a new MBE sub Contractor 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 – MINORITY BUSINESS ENTERPRISE FORMS

## FORM D – 1

### CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT

**This document shall be included with the submittal of the Offeror's TO Proposal. If the Offeror fails to submit this form with the TO Proposal, the TO Procurement Officer shall determine that the Offeror's TO Proposal is not reasonably susceptible of being selected for award.**

In conjunction with the offer submitted in response to TORFP No. Q00P8207059, I affirm the following:

1. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of **25** percent. No sub-goals have been established. I have made a good faith effort to achieve this goal.

OR

After having made a good faith effort to achieve the MBE participation goal, I conclude that I am unable to achieve it. Instead, I intend to achieve an MBE goal of \_\_\_\_\_percent and request a waiver of the remainder of the goal. If I am selected as the apparent TO Agreement awardee, I will submit written waiver documentation that complies with COMAR 21.11.03.11 within 10 business days of receiving notification that our firm is the apparent low bidder or the apparent awardee.

2. I have identified the specific commitment of certified Minority Business Enterprises by completing and submitting an MBE Participation Schedule (Attachment 2 - Form D-2) with the proposal.
3. I acknowledge that the MBE sub Contractors/suppliers listed in the MBE Participation Schedule will be used to accomplish the percentage of MBE participation that I intend to achieve.
4. I understand that if I am notified that I am the apparent TO Agreement awardee, I must submit the following documentation within 10 working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier.
  - (a) Outreach Efforts Compliance Statement (Attachment D-3)
  - (b) Sub Contractor Project Participation Statement (Attachment D-4)
  - (c) MBE Waiver Documentation per COMAR 21.11.03.11 (if applicable)
  - (d) Any other documentation required by the TO Procurement Officer to ascertain offeror's responsibility in connection with the certified MBE participation goal.

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

5. In the solicitation of subcontract quotations or offers, MBE sub Contractors were provided not less than the same information and amount of time to respond as were non-MBE sub Contractors.

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name, Title

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Date

SUBMIT AS A .PDF FILE WITH TO RESPONSE

# ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

## FORM D – 2

### MINORITY BUSINESS ENTERPRISE PARTICIPATION SCHEDULE

This document shall be included with the submittal of the TO Proposal. If the Offeror fails to submit this form with the TO Proposal, the TO Procurement Officer shall determine that the TO Proposal is not reasonably susceptible of being selected for award.

TO Prime TO Contractor (Firm Name, Address, Phone)	Task Order Description
Task Order Agreement Number Q00P8207059	
<b>List Information For Each Certified MBE Sub Contractor On This Project</b>	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

**USE ATTACHMENT D-2 CONTINUATION PAGE AS NEEDED**

### SUMMARY

<b>TOTAL MBE PARTICIPATION:</b>	_____ %
<b>TOTAL WOMAN-OWNED MBE PARTICIPATION:</b>	_____ %
<b>TOTAL AFRICAN AMERICAN-OWNED MBE PARTICIPATION:</b>	_____ %

Document Prepared By: (please print or type)

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

SUBMIT AS A .PDF FILE WITH TO RESPONSE

**ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS**

**FORM D – 2**

**MINORITY BUSINESS ENTERPRISE PARTICIPATION SCHEDULE (CONTINUED)**

List Information For Each Certified MBE Sub Contractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

SUBMIT AS A .PDF FILE WITH TO RESPONSE

**ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS**

**FORM D – 3**

**OUTREACH EFFORTS COMPLIANCE STATEMENT**

In conjunction with the bid or offer submitted in response to TORFP # Q00P8207059, I state the following:

1. 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 certified MBEs for these subcontract opportunities.
  
3. Offeror made the following attempts to contact personally the solicited MBEs:
  
4.  Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements.  
  
(DESCRIBE EFFORTS)  
  
 This project does not involve bonding requirements.
  
5.  Offeror did/did not attend the pre-proposal conference  
 No pre-proposal conference was held.

\_\_\_\_\_  
Offeror Name

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

SUBMIT WITHIN 10 WORKING DAYS OF RECEIVING NOTICE OF THE POTENTIAL AWARD

**ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS**

**FORM D – 4**

**SUB CONTRACTOR PROJECT PARTICIPATION STATEMENT**

SUBMIT ONE FORM FOR EACH CERTIFIED MBE LISTED IN THE MBE PARTICIPATION SCHEDULE

Provided that \_\_\_\_\_ is awarded the TO Agreement in  
(Prime TO Contractor Name)  
conjunction with TORFP No. Q00P8207059, it and \_\_\_\_\_,  
(Sub Contractor Name)

MDOT Certification No. \_\_\_\_\_, intend to enter into a contract by which the sub Contractor shall:

(Describe work to be performed by MBE):

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- No bonds are required of Sub Contractor
- The following amount and type of bonds are required of Sub Contractor:

By:

By:

\_\_\_\_\_  
Prime TO Contractor Signature

\_\_\_\_\_  
Sub Contractor Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

SUBMIT WITHIN 10 WORKING DAYS OF RECEIVING NOTICE OF THE POTENTIAL AWARD

# ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

## FORM D – 5

### MINORITY BUSINESS ENTERPRISE PARTICIPATION TO CONTRACTOR PAID/UNPAID INVOICE REPORT

Report #: _____ Reporting Period (Month/Year): _____ <b>Report is due by the 15<sup>th</sup> of the following month.</b>	CATS TORFP # Q00P8207059 Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____
--	--

Prime TO Contractor:		Contact Person:	
Address:			
City:		State:	ZIP:
Phone:	FAX:		
Sub Contractor Name:		Contact Person:	
Phone:	FAX:		
Sub Contractor Services Provided:			
<b>List all unpaid invoices over 30 days old received from the MBE sub Contractor named above:</b>			
1.			
2.			
3.			
<b>Total Dollars Unpaid: \$</b> _____			

\*\*If more than one MBE sub Contractor is used for this contract, please use separate forms.

**Return one copy of this form to the following address:**

C. Jeff Beeson DPSCS, Maryland Correctional Enterprises 7275 Waterloo Road Jessup, MD 20794 CJBeeson@dpscs.state.md.us	Gina W. Lee DPSCS, Information Tech. & Communications Division 6776 Reisterstown Road, Suite 211 Baltimore, MD 21215 gwlee@dpscs.state.md.us
--	--

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

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

# ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

## FORM D – 6

### MINORITY BUSINESS ENTERPRISE PARTICIPATION SUB CONTRACTOR PAID/UNPAID INVOICE REPORT

Report #: _____ Reporting Period (Month/Year): __/_____ <b>Report Due By the 15<sup>th</sup> of the following Month.</b>	CATS TORFP # Q00P8207059 Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____
MBE Sub Contractor Name: _____	
MDOT Certification #: _____	
Contact Person: _____	
Address: _____	
City: _____	State: _____
ZIP: _____	
Phone: _____	FAX: _____
Sub Contractor Services Provided: _____	
<b>List all payments received from Prime TO Contractor during reporting period indicated above.</b>  1. _____ 2. _____ 3. _____  <b>Total Dollars Paid: \$</b> _____	<b>List dates and amounts of any unpaid invoices over 30 days old.</b>  1. _____ 2. _____ 3. _____  <b>Total Dollars Unpaid: \$</b> _____
Prime TO Contractor: _____	
Contact Person: _____	

**Return one copy of this form to the following address:**

C. Jeff Beeson DPSCS, Maryland Correctional Enterprises 7275 Waterloo Road Jessup, MD 20794 CJBeeson@dpscs.state.md.us	Gina W. Lee DPSCS, Information Tech. & Communications Division 6776 Reisterstown Road, Suite 211 Baltimore, MD 21215 gwlee@dpscs.state.md.us
--	--

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

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

## ATTACHMENT 3 – TASK ORDER AGREEMENT

### CATS TORFP# Q00P8207059 OF MASTER CONTRACT #050R5800338

This Task Order Agreement (“TO Agreement”) is made this day of Month, 200X by and between Task Order TO Contractor (TO Contractor) and the STATE OF MARYLAND, Department of Public Safety and Correctional Services, Information Technology and Communication Division.

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 Public Safety and Correctional Services, Information Technology and Communication Division, as identified in the CATS TORFP # Q00P8207059.
  - b. “CATS TORFP” means the Task Order Request for Proposals # Q00P8207059, dated MONTH DAY, YEAR, including any addenda.
  - c. “Master Contract” means the CATS Master Contract between the Maryland Department of Budget and Management and TO Contractor dated December 19, 2005.
  - d. “TO Procurement Officer” means Gina W. 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 Public Safety and Correctional Services, Information Technology and Communication Division and TO Contractor.
  - f. “TO Contractor” means the CATS Master TO Contractor awarded this TO Agreement, whose principal business address is \_\_\_\_\_ and whose principal office in Maryland is \_\_\_\_\_.
  - g. “TO Manager” means C. Jeff Beeson of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
  - h. “TO Proposal - Technical” means the TO Contractor’s technical response to the CATS TORFP dated date of TO Proposal – Technical.
  - i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS TORFP dated date of TO Proposal - Financial.
  - 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 supersede the Master Contract.
  - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
    - a. The TO Agreement,
    - b. Exhibit A – CATS TORFP
    - c. Exhibit B – TO Proposal-Technical
    - d. Exhibit C – TO Proposal-Financial

2.3 The TO Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the TO Agreement. No other order, statement or conduct of the TO Procurement Officer or any other person shall be treated as a change or entitle the TO Contractor to an equitable adjustment under this Section. Except as otherwise provided in this TO Agreement, if any change under this Section causes an increase or decrease in the TO Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the TO Agreement price shall be made and the TO Agreement modified in writing accordingly. The TO Contractor 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 one year, commencing on the date of Notice to Proceed and terminating on Month Day, Year.

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 \$total amount of task order. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.

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

4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is Federal ID number. 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 Public Safety and Correctional Services, Information Technology and Communication Division

\_\_\_\_\_  
By: Gina W. Lee, TO Procurement Officer

\_\_\_\_\_  
Date

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

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

- A) "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.
- B) "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, Offeror, TO Contractor, consultant, or sub Contractor 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 TO Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

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

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

(Authorized Representative and Affiant)

SUBMIT AS A .PDF FILE WITH TO RESPONSE

## **ATTACHMENT 5 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY**

### INSTRUCTIONS:

1. Master TO Contractors must comply with all personnel requirements under the Master Contract RFP 050R5800338.
2. Only labor categories proposed in the Master TO Contractors Financial Proposal may be proposed under the CATS TORFP process.
3. For each person proposed in any of the labor categories, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements. This summary is required at the time of the interview.

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

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



**ATTACHMENT 6 – DIRECTIONS  
TO THE PRE-TO PROPOSAL CONFERENCE**

**Directions to MCE Headquarters**

7275 Waterloo Road  
Jessup, Maryland 20794  
410-540-5406

**From Annapolis**

- Take 50 W towards 97 N
- Merge onto 97 N
- Take exit 7 – 32 W towards Columbia
- Take 175W towards Fort Meade (follow for about 10 miles – through Fort Mead and into Jessup)
- When you approach the light for Pocomoke Avenue make a right into the MCE lot
- Proceed directly ahead and park in the lot and enter through main entrance of the MCE building

**From Baltimore**

- Take 95 south towards Washington DC
- Take exit 41 A – 175 E towards Jessup
- Make a left onto 175 E.
- Cross MD 1
- Make a left at the light for Pocomoke Avenue into the MCE lot
- Proceed directly ahead and park in the lot and enter through main entrance of the MCE building

**From DC metro region**

- Take 95 north towards Baltimore
- Take exit 41 A – 175 E towards Jessup
- Make a right onto 175 E.
- Cross MD 1
- Make a left at the light for Pocomoke Avenue into the MCE lot
- Proceed directly ahead and park in the lot and enter through main entrance of the MCE building

## ATTACHMENT 7 – NOTICE TO PROCEED

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS Task Order Agreement #Q00P8207059

Dear TO Contractor Contact:

This letter is your official Notice to Proceed as of Month Day, Year, for the above-referenced Task Order Agreement. TO Manager of the TO Requesting Agency will serve as your contact person on this Task Order. TO Manager can be reached at telephone # and email address.

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

Sincerely,

TO Procurement Officer

Task Order Procurement Officer

Enclosures (2)

cc: TO Manager

Procurement Liaison Office, Office of Information Technology, DBM

Project Management Office, Office of Information Technology, DBM



# ATTACHMENT 9 – AGENCY ACCEPTANCE OF DELIVERABLE FORM

Agency Name: Department of Public Safety and Correctional Services, Information Technology and Communication Division

TORFP Title: WEBSITE DESIGN FOR MARYLAND CORRECTIONAL ENTERPRISES (MCE)

TO Manager: TO Manager and Phone Number

**To:**

The following deliverable, as required by TO Agreement #Q00P8207059, has been received and reviewed in accordance with the TORFP.

Title of deliverable: \_\_\_\_\_

TORFP Contract Reference Number: Section # \_\_\_\_\_

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

This deliverable:

Is accepted as delivered.

Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

\_\_\_\_\_

TO Manager Signature

\_\_\_\_\_

Date Signed

ISSUED BY THE TO MANAGER AS REQUIRED IN SECTION 2.12 DELIVERABLES OF THE TORFP.

## ATTACHMENT 10 – NON-DISCLOSURE AGREEMENT (OFFEROR)

This Non- Disclosure Agreement (the "Agreement") is made this \_\_\_ day of \_\_\_\_\_ 200\_, 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 #Q00P8207059 for Website Design for Maryland Correctional Enterprises (MCE). 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 in Section 1.7 of the TORFP, 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 under Section 1.7, except in connection with the preparation of its TO Proposal.
2. Each employee or agent of the OFFEROR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the OFFEROR shall provide originals of such executed Agreements to the State. Each employee or agent of the OFFEROR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the OFFEROR.
3. OFFEROR shall return the Confidential Information to the State within five business days of the State's Notice of recommended award. If the OFFEROR does not submit a Proposal, the OFFEROR shall return the Confidential Information to TO Procurement Officer, TO Requesting Agency on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR'S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.
8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

OFFEROR: \_\_\_\_\_ BY: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

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

**THIS NON-DISCLOSURE AGREEMENT** (“Agreement”) is made as of this \_\_\_ day of \_\_\_\_\_, 200\_\_\_, by and between the State of Maryland (“the State”), acting by and through its TO Requesting Agency (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 Website Design for Maryland Correctional Enterprises (MCE) TORFP No. Q00P8207059 dated release date for TORFP, (the “TORFP”) issued under the Consulting and Technical Services procurement issued by the Department, Project Number 050R5800338; and

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

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

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

TO Contractor consents to personal jurisdiction in the Maryland State Courts. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages from the TO Contractor and the TO Contractor's Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the TO Contractor or any of the TO Contractor's Personnel to comply with the requirements of this Agreement, the TO Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.

9. TO Contractor and each of the TO Contractor's Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement and the TO Contractor shall provide originals of such executed Agreements to the State.
10. The parties further agree that:
  - a. This Agreement shall be governed by the laws of the State of Maryland;
  - b. The rights and obligations of the TO Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;
  - c. The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
  - d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
  - e. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and
  - f. The Recitals are not merely prefatory but are an integral part hereof.

**TO Contractor/TO Contractor's Personnel:**

**TO Requesting Agency:**

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

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

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

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

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

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

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

**EXHIBIT A**

**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 – NOTICE TO MASTER CONTRACTORS

All CATS Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. Those Master Contractors deciding not to submit a TO Proposal are required to submit the reason(s) why per Section 3.1 of the TORFP. If you have chosen not to propose to this TORFP, you must complete and email this notice to [gwlee@dpscs.state.md.us](mailto:gwlee@dpscs.state.md.us). If you are submitting a TO Proposal, we also ask that you take a few minutes and provide comments and suggestions regarding the enclosed TORFP.

TORFP Title:	WEBSITE DESIGN FOR MARYLAND CORRECTIONAL ENTERPRISES (MCE)
TORFP Project Number:	Q00P8207059

If you have responded with a "not submitting Task Order Proposal", please indicate the reason(s) below:

- ( ) Other commitments preclude our participation at this time.
  - ( ) The subject of the TORFP is not something we ordinarily provide.
  - ( ) We are inexperienced in the services required.
  - ( ) Specifications are unclear, too restrictive, etc. (Explain in REMARKS section.)
  - ( ) The scope of work is beyond our present capacity.
  - ( ) Doing business with the State of Maryland is too complicated. (Explain in REMARKS section.)
  - ( ) We cannot be competitive. (Explain in REMARKS section.)
  - ( ) Time allotted for completion of a Task Order Proposal is insufficient.
  - ( ) Start-up time is insufficient.
  - ( ) Bonding/Insurance requirements are too restrictive. (Explain in REMARKS section.)
  - ( ) TORFP requirements (other than specifications) are unreasonable or too risky. (Explain in REMARKS section.)
  - ( ) MBE requirements. (Explain in REMARKS section.)
  - ( ) Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section.)
  - ( ) Payment schedule too slow.
  - ( ) Other: \_\_\_\_\_.
2. If you have submitted a Task Order Proposal, but wish to offer suggestions or express concerns, please use the Remarks section below.

Remarks: \_\_\_\_\_

Master Contractor  
Name: \_\_\_\_\_ Date: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone \_\_\_\_ - \_\_\_\_ - \_\_\_\_ Email \_\_\_\_\_