



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

CATS II TORFP # D60P2400050

MARYLAND STATE ARCHIVES

ISSUE DATE: MARCH 29, 2012

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KEY INFORMATION SUMMARY SHEET

This Consulting and Technical Services II (CATS II) 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 II Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. Master Contractors choosing not to submit a proposal must submit a Master Contractor Feedback form. The form is accessible via, your CATS II Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu. In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS II RFP issued by the Maryland Department of Information Technology and subsequent Master Contract Project Number 060B9800035, including any amendments.

TORFP Title:	Consultant Services
Functional Area:	Functional Area 5 Software Engineering
TORFP Issue Date:	3/29/2012
Closing Date and Time:	4/20/2012 at 12:00 PM
TORFP Issuing Agency:	Maryland State Archives (MSA) 350 Rowe Blvd. Annapolis, Maryland 21401 Office of Information Technology
Send Questions and Proposals to:	Nancy Sheads nancyb@mdsa.net
TO Procurement Officer:	Tim Baker Office Phone: 410-260-6402 Office Fax: 410-974-3895
TO Manager:	Nancy Sheads Office Phone: 410-260-6446 Fax: 410-974-3895
TO Project Number:	D60P2400050
TO Type:	Time and Materials
Period of Performance:	NTP to 5/31/2014
MBE Goal:	0 percent
Small Business Reserve (SBR):	No
Primary Place of Performance:	Maryland State Archives Hall of Records 350 Rowe Blvd Annapolis, Maryland 21401
TO Pre-proposal Conference:	Maryland State Archives Hall of Records 350 Rowe Blvd Annapolis, Maryland 21401 04/12/2012 at 10:00AM 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 (TOA) scope issues, and for authorizing any changes to the TOA.

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

1.2 TO AGREEMENT

Based upon an evaluation of TO Proposal responses, a Master Contractor will be selected to conduct the work defined in SECTION 2 - Scope of Work. A specific TOA, 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 price proposal.

1.3 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the date and exact time stated in the Key Information Summary Sheet above. The date and time of submission is determined by the date and time of arrival in the TO Procurement Officer's e-mail box. The TO Proposal is to be submitted via e-mail as two attachments in MS Word format. **Please note that the MSA email system has a 10 MB limit on email transmission.** The "subject" line in the e-mail submission shall state the TORFP # D60P2400050. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS II TORFP #D60P2400050 Technical". The second file will be the financial response to this CATS II TORFP and titled, "CATS II TORFP #D60P2400050 Financial". The following proposal documents must be submitted with required signatures as .PDF files with signatures clearly visible:

- Attachment 1 – Price Proposal
- Attachment 4 - Conflict of Interest and Disclosure Affidavit
- Attachment 13 – Living Wage Affidavit of Agreement

1.4 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 Contract is awarded. The Procurement Officer will notify Master Contractor of the time and place of oral presentations.

1.5 MINORITY BUSINESS ENTERPRISE (MBE)

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 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 Contractor's TO Proposal under COMAR 21.06.02.03B.

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

1.7 NON-DISCLOSURE AGREEMENT

Certain system documentation may be available for potential Offerors to review at a reading room at Maryland State Archives Hall of Records 350 Rowe Blvd Annapolis, Maryland 21401. 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 TOA in order to fulfill the requirements of the TOA. The TO Contractor, employees and agents who review such documents will be required to sign, including but not limited to, a Non-Disclosure Agreement (TO Contractor) in the form of Attachment 11.

1.8 LIMITATION OF LIABILITY CEILING

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

1.9 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

The Maryland Department of Information Technology (DoIT) is responsible for contract management oversight on the CATS II Master Contract. As part of that oversight, DoIT has implemented a process for self-reporting contract management activities of CATS II 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 II TOs are subject to review.

Attachment 12 is a sample of the TO Contractor Self-Reporting Checklist. DoIT will send initial checklists out to applicable TO Contractors approximately three months after the award date for a TO. The TO Contractor shall complete and return the checklist as instructed on the checklist. Subsequently, at six month intervals from the due date on the initial checklist, the TO Contractor shall update and resend the checklist to DoIT.

SECTION 2 - SCOPE OF WORK

2.1 PURPOSE

The Maryland State Archives is issuing this CATS II TORFP to obtain consulting services for the refinement, final development and support of the web based application, *mdlandrec.net* Version 3 -- hereafter referred to as MdLR3 -- utilizing expertise from a single team of Subject Matter Experts, Applications Development Expert, and Applications Programmer.

This system is located at the Dr. Edward C. Papenfuse State Archives Building, 350 Rowe Boulevard, Annapolis, Maryland 21401.

2.2 REQUESTING AGENCY BACKGROUND

The Maryland State Archives is the central depository for Maryland government records, and certain designated private records of permanent value. Our central mission is to appraise, acquire, describe, preserve and make electronically available the permanent records of the past, while providing reliable current information about Maryland state, county and municipal government.

Land records constitute one of the most voluminous, and arguably most important, record series created by government. Land records include deeds, mortgages, releases, leases, assignments, powers of attorney, agreements, easements and other instruments affecting title to or interest in real property. More than 90% of all existing land records have been created since the end of World War II, and the pace of recordation continues to increase. The quantity of land record instruments recorded each year currently numbers in the millions. Even allowing for local variations, it is absolutely safe to say that the currently serving clerks collectively have been responsible for the creation of more than half of all existing land records.

The *mdlandrec.net* project grew out of an effort instituted in 1991 to deal with the challenges presented by deteriorating conditions and increasing activity in the land recordation departments of the Clerk of Court offices throughout the State. In 1991, the General Assembly enacted legislation establishing the Circuit Court Real Property Records Improvement Fund, a non-lapsing fund which through the assessment of a surcharge on recordation provided resources to deal with the challenges presented by land recordation in Maryland. Originally employed to improve and standardize archival microfilming of land record instruments in the courthouses, it soon became apparent that the old model for creating and providing public access to these materials in the courthouse (a model developed before 1700 to meet minimal demand, and a model made only slightly more responsive to ever increasing demand for access by the introduction of microfilm), would not be sufficient to carry us into the 21st century.

In 1995, the Judiciary introduced Electronic Land Record Online Imagery (ELROI) as a pilot program in Prince George's County. ELROI was a robust and comprehensive day-forward land recordation and access system, which at the time represented an innovative and far-reaching attempt to deal with the challenges posed by the escalating pace of current land recordation and ever-increasing demand for access. But ELROI lacked comprehensive retrospective land record or index information, and was quickly burdened by management of an ever-increasing number of online images being captured. Since responsibility for preserving and providing access to land records is shared jointly by the Maryland Judiciary and the State Archives, we soon began work together on a joint project that could serve as an electronic archives indexing and retrieval system, working seamlessly with ELROI to provide comprehensive online access to all Maryland's land records and land record indexing.

Beginning in 2003, through successful implementation of the ELROI and *mdlandrec.net* partnership, Maryland became the first state in the nation to provide comprehensive, cost-effective, and efficient online access to all existing land records and land record indices. This effort also insured that there was a means to preserve and make accessible those records that the Courts have identified as in danger of being lost forever. Finally, *mdlandrec.net*

helped to secure the State's significant investment in digital imaging of land records by providing a means of migrating older ELROI images to a cost effective, archival environment.

In its essentials, the ELROI and *mdlandrec.net* partnership consists of a front end recordation and indexing module (ELROI) and a back end archival storage and public access module (*mdlandrec.net*). New land record instruments are recorded, indexed, and digitally imaged by court staff on a daily basis. Images and index data are collected daily at a central Judiciary repository. On a daily basis, verified index data (i.e. index data which court staff have checked for completeness and accuracy) is transferred to the State Archives using a data download and conversion process. Also on a daily basis, land record volumes for which all index data has been verified are transferred to the State Archives. These images are inspected for completeness and quality, and uploaded into *mdlandrec.net* where they are available for online use.

Multiple copies of all images and index data are maintained in separate locations as part of the electronic archives. The State Archives also produces security master negative microfilm as required by Maryland law, and back up CDs as copies for the courts.

The current production version of *mdlandrec.net*, Version II, has been freely available online to subscribers since July 2005. It currently encompasses nearly 200,000,000 images, available online without charge to over 196,000 subscribers. Every weekday there are over 7,000 logons to the system from around the world. Overall, Version II has operated faultlessly throughout this time.

In 2012 we anticipate the roll out of an upgrade to *mdlandrec.net* Version III, (*MdLR3*) that incorporates some enhanced system security and improved user interface features. MdLR3 has been available for use to over 4100 test users since September, 2009. Currently, MdLR3 receives nearly 200 logons by system users on a daily basis. This process of real-time testing by actual users over a two-year period has served to identify several minor functionality and program glitches, most of which have been corrected. The Archives considers MdLR3 to be 95% ready for roll out, and is seeking outside assistance to complete the process for successfully rolling out the MDLR3 application.

CURRENT PROJECT STATUS

In 2006, the Maryland State Archives reviewed the existing architecture of the databases and public web interfaces that support *mdlandrec.net*, and identified changes that would need to be implemented in order to improve the scalability of the electronic infrastructure and make the application more responsive to the needs of the users. The State Archives obtained consulting services to assist IT staff with redesigning the web application, load testing the new code, and reviewing the configuration of the application servers and databases.

As a part of this project, an additional application was created for use by the staff of the State Archives Help Desk. The Maryland Archives Administrative Dashboard (MAAD) is an application for administrating various parts of the MdLR3 system. Its purpose is to provide the staff assigned with managing the site, the Archives Help Desk, with a unified and straightforward interface to manage the day to day tasks of MdLR3. Staff are able to review and make changes to any of the user accounts in the system. Changes users are able to make include resetting passwords, looking up account information, and changing user permissions. It also provides the staff the ability to change basic court information that is displayed to all users of the MdLR3 system; such as, the address of each county court house, their phone numbers and other basic contact information. In addition, the system also provides easy and direct access to a variety of usage and account statistical reports for the MdLR3 system. Finally the MAAD application manages its own account system making the application completely self sufficient.

The entire application (MdLR3 and MAAD) has been reviewed by State Archives staff, court staff, and users of the existing *mdlandrec.net* application. Before final rollout can be instituted, the application requires additional testing of the server configuration as well as some code modifications to correct issues found during functional and load testing, including issues with session rollover between instances on application servers and the delivery of large, dynamically generated, multi-paged PDFs to the user.

MdLR3 utilizes ColdFusion (version 8) while MAAD is an Adobe Flex application. Supporting application databases employ SQLServer 2008.

2.3 ROLES AND RESPONSIBILITIES

Procurement Officer – MSA representative responsible for managing the TO solicitation and award process, change order process, and resolution of TOA scope issues.

TO Manager – MSA representative responsible for managing the day to day activities of the TO including the direct supervision of the on-site TO Contractor Personnel. The TO Manager will also be responsible for preparing the TO solicitation, review and approval of proposed change orders, review and approval of proposed substitution of personnel, reviewing and approving invoices and monitoring and reporting TO Contractor personnel performance.

TO Contractor - The TO Contractor shall provide a single point of contact to act as the Contract TO Manager whose responsibilities include, but are not limited to the following: liaison between the TO Contractor and the State Archives, oversight of daily operations and maintenance, authority to commit additional work of TO Contractor's staff, receive weekly evaluation and financial forms to manage contract.

TO Contractor Personnel - The TO Contractor's personnel shall interface daily with State Archives' staff and shall also work specifically with Information Systems Management staff to perform the Scope of Work outlined in Section 2.5 below.

2.4 PROFESSIONAL DEVELOPMENT

Web technology and software products continuously change. The TO Contractor shall ensure continuing education opportunities for the personnel provided. This education would be associated with the technologies currently utilized by the MSA or anticipated to be implemented by MSA in the near future. With MSA prior approval, the time allocated to these continuing education activities for staff deployed to MSA on a full-time basis may be charged to this task order. Actual course costs are the responsibility of the TO Contractor.

2.5 SCOPE OF WORK and DELIVERABLES

The TO Contractor shall provide planning, staff and supporting activities needed to successfully assist the current MSA staff in providing uninterrupted service availability to all MSA Customers and patrons for current MDLR version 2 and future version 3 applications.

The TO Contractor's personnel shall develop all strategic and tactical plans and methodologies for verifying all changes applied to systems hardware and software. Plans shall include detailed scenarios, approach, responsibilities, configuration prerequisites, expected outcomes, back out and recovery procedures. A detailed regression plan shall be documented and maintained to ensure systems integrity. All testing shall initially be performed in an environment independent of all production workloads, e.g. in a test bed at the TO Contractor site, with similar validation testing when changes are migrated into the production at MSA.

The TO Contractor shall demonstrate the understanding and ability to assume existing contract responsibilities without negative impact to current operations, business activities, application systems and capabilities of the IT infrastructure. The TO Contractor will develop a transition plan for assuming responsibility of existing contract.

Key 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 II TORFP.

2.5.1 SCOPE OF WORK, DELIVERABLE DESCRIPTIONS and ACCEPTANCE CRITERIA

TASK NAME	DELIVERABLE ID	ESTIMATED HOURS BY TASK	STAFFING LEVEL	TASK	DELIVERABLE / ACCEPTANCE CRITERIA	DUE DATE / FREQUENCY
PROJECT REPORTING	2.5.1.1	156	Subject Matter Expert	Weekly Status Report	MS Word document that will summarize the following: <ul style="list-style-type: none"> Assigned work efforts and status (completed, in progress, on-hold) and issues identified. Proposed activities for the upcoming workweek. Hours worked by individual TO Contractor personnel. Receipt by close of business Friday following the previous week.	Weekly to TO Manager
	2.5.1.2	40	Subject Matter Expert	Project Management Plan	MS Word document that summarizes the following: <ul style="list-style-type: none"> Addresses how the 9 PMBOK areas will be handled as part of contract Compliance with Maryland SDLC 	Once to TO Manager
	2.5.1.3	80	Subject Matter Expert	Project Schedule	MS Project document that summarizes the following: <ul style="list-style-type: none"> Work breakdown structure of all tasks assigned to Contractors Task duration, start and finish date, dependencies and resources Task duration broken down to greater than 8 hours but less than 80 hours in duration. 	Weekly to TO Manager
	2.5.1.4	40	Subject Matter Expert	Implementation Plan	MS Word document that summarizes the following: <ul style="list-style-type: none"> Plans including testing, training, configuration management, and implementation of changes. Rollout plan 	Once to TO Manager NTP + 30 business days to TO Manager
PROJECT PREPARATION & WORK BREAKDOWN	2.5.1.5	16	Subject Matter Expert	Acquire understanding of MSA business activities, application systems, and IT	MS Project document that provides details for completing project. The plan shall include <ul style="list-style-type: none"> Task, resources, task duration, dependencies, 	Once to TO Manager NTP + 2 business

TASK NAME	DELIVERABLE ID	ESTIMATED HOURS BY TASK	STAFFING LEVEL	TASK	DELIVERABLE / ACCEPTANCE CRITERIA	DUE DATE / FREQUENCY
PLAN				infrastructure	<p>start and end date.</p> <ul style="list-style-type: none"> All task shall include predecessor and/or successors and be broken down to no less than 8 hour or greater than 80 hours duration. 	<p>days to TO Manager (16 hours)</p>
CODE REVIEW, COMPONENT DEVELOPMENT, AND DEBUGGING	2.5.1.6	240	Applications Development Expert	Review, evaluate, and modify MdLR3 and MAAD code for reliability, speed, efficiency, security, usability, ease of maintenance, and scalability and correct existing programming bugs	Submission of report reflecting TO Contractor's understanding of code structure and flow, providing a summarizing code risks, areas of concern, and proposed solutions to mitigate areas of concern.	<p>Once to TO Manager NTP + 80 business days to TO Manager (640 hours)</p>
		160	Applications Programmer	Utilize .Net reporting to develop additional statistical reports from application data.	Successful implementation of statistical reports.	
		80	Applications Programmer	Develop functional testing script providing systematic instructions that can be distributed to system testers to ensure that the application functions as intended	Submission of scripts for functional testing reflecting TO Contractor's understanding of functionality of code and potential data issues requiring special testing.	
		160	Applications Development Expert	Test and debug MDLR3 and MAAD.	Successful implementation of code modifications in MdLR3 and MAAD, including code modification and functional testing	
	2.5.1.7	480	Applications Development Expert	Develop additional new components, as directed by the State Archives, that may include but is not limited to: investigating and providing a solution to work in conjunction with ActivePDF for delivery of larger documents. Currently, the application converts and	<ul style="list-style-type: none"> Submission of report summarizing design and development plan of new components Submission of scripts for functional testing reflecting TO Contractor's understanding of functionality of code and potential data issues requiring special testing. Successful implementation of development plan, including creation and testing of code 	
480		Applications Programmer				

TASK NAME	DELIVERABLE ID	ESTIMATED HOURS BY TASK	STAFFING LEVEL	TASK	DELIVERABLE / ACCEPTANCE CRITERIA	DUE DATE / FREQUENCY
				combines existing jpg and tiff images into a single multi-paged pdf on-the-fly for delivery back to the user. Some documents are 80-100 pages and the system may time out before the final pdf can be fully rendered.		
CONFIGURATION PLANNING AND TECHNICAL ADVICE	2.5.1.8	240	Subject Matter Expert	Develop recommendations for “fine-tuning” server operating system and environment to improve ColdFusion overall performance. Specifically, provide recommendations for clustering of hardware and software for multiple ColdFusion instances across a load balanced, multi-server environment. The deliverable is a workable server configuration that provides server stability optimal performance, including ColdFusion instances, session failover, etc	Submission of report summarizing recommendations for server configuration; ColdFusion instance configuration, load balancing, etc.	Once to TO Manager NTP + 50 business days to TO Manager (400 hours)
		160	Applications Development Expert	Implement configuration recommendations.	Successful implementation of configuration plan	
	2.5.1.9	80	Applications Development Expert	Develop load testing scripts to create an automated means to push the application and database servers to their limit while verifying functionality	Submission of report outlining criteria and methods for application testing, including system integration testing and load testing.	Once to TO Manager NTP + 30 business days to

TASK NAME	DELIVERABLE ID	ESTIMATED HOURS BY TASK	STAFFING LEVEL	TASK	DELIVERABLE / ACCEPTANCE CRITERIA	DUE DATE / FREQUENCY
		160	Applications Development Expert	Perform system integration testing and load testing. Functional testing will be performed by MSA staff	Successful execution of Application Testing Plan	TO Manager (240 hours)
DEBRIEFING AND KNOWLEDGE TRANSFER	2.5.1.10	40	Applications Development Expert	Present and discuss documented findings to technical management	Successful training of MSA staff as determined by the TO Manager	NTP + 5 business days (40 hours)
ROLLOUT SUPPORT & ON-GOING MAINTENANCE	2.5.1.11	40	Subject Matter Expert	Assist the State Archives in the development of a rollout plan for the MdLR3 and MAAD applications	Submission of report documenting roll out plan for MdLR3 and MAAD applications.	Once to TO Manager NTP + 10 business days (80 hours)
		40	Applications Development Expert			
	2.5.1.11	80	Subject Matter Expert	Provide on-site support before and during application rollout, including troubleshooting issues, recommending solutions, and modifying code (MdLR3 and MAAD) as required	Successful adherence to service level agreement for on-site support before and during application roll-out and on-going support and maintenance after rollout.	NTP + 70 business days (560 hours)
		80	Applications Development Expert			
		200	Subject Matter Expert	Provide on-going support and maintenance in accordance to Service Level Agreement in Section 2.15 after application rollout to MdLR3 and MAAD		
		200	Applications Development Expert			

2.5.2 DELIVERABLE SUBMISSION PROCESS

For each written deliverable, draft and final, the TO Contractor shall submit to the TO Manager one hard copy and one electronic copy compatible with Microsoft Office 2000, Microsoft Project 2000 and/or Visio 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 (Section 2.13: Invoicing).

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 in Section 2.5.1. Within each task, the TO Contractor may suggest other subtasks or deliverables to improve the quality and success of the project.

2.6 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES

The TO Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology projects, which may be created or changed periodically. The TO Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting project execution. The following policies, guidelines and methodologies can be found at <http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx> under "Policies and Guidance." These may include, but are not limited to:

- The State's System Development Life Cycle (SDLC) methodology
- The State Information Technology Security Policy and Standards
- The State Information Technology Project Oversight
- The State of Maryland Enterprise Architecture
- The TO Contractor shall follow the project management methodologies that are consistent with the Project Management Institute's Project Management Body of Knowledge Guide. TO Contractor's staff and sub Contractors are to follow a consistent methodology for all TO activities.

2.7 TO CONTRACTOR PERSONNEL MINIMUM QUALIFICATIONS

Personnel must meet the minimum requirements for experience and proficiency to be eligible for labor categories as outlined in Section 2.10 of the CATS II Master Contract. The Offeror shall provide the resumes of all key personnel being proposed to staff the project with an overview of each person's role and whether they will be assigned on a part time or full time basis. Resumes shall reflect qualifications and recent experience relevant to the scope of work and areas of expertise required for this specific project.

In addition to those minimum qualifications identified in the CATS II Master Contract, the following minimum qualifications are mandatory. The TO Contractor's personnel shall demonstrate expertise in the following:

A minimum of at least eight (8) years of hands-on experience in software development programming with at least five (5) years in IT systems analysis and programming with experience in web based applications using the following specialized technologies.

A) Total Experience

- 5 years of experience with development in ColdFusion programming;
- 5 years of experience in ColdFusion multi-instance server configuration including session / system failover;
- 5 years of experience and ability to setup, program, integrate and test Internet applications

B) Specialized Experience

- Structured analysis and design; - Specific experience in programming/analytical/testing services with at least three (3) or more years of combined experience in:
 - Javascript, Ajax and other Object-Oriented programming languages;
 - SQL & stored procedures;
 - Requirements definition;
 - IIS server configuration a plus; and
 - HTML.

2.8 TO CONTRACTOR EXPERTISE REQUIRED

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

The following certification is desired: Adobe Solutions Network Partner and Authorized Training Center.

2.9 PERFORMANCE EVALUATION

TO Contractor Personnel will be evaluated by the TO Manager or designated supervisor on an annual basis for each assignment performed during that period. The established performance evaluation and standards are included as

Attachment 11. Performance issues identified by the agency are subject to the mitigation process described in Section 2.10 below.

2.10 PERFORMANCE PROBLEM MITIGATION

In the event the agency is not satisfied with the performance of TO Contractor personnel, the mitigation process is as follows. The TO Manager will notify the TO Contractor in writing describing the problem and delineating remediation requirements. The TO Contractor will have three (3) business days to respond with a written remediation plan. The plan will be implemented immediately upon acceptance by the TO Manager. Should performance issues persist, the TO Manager may give written notice or request immediate removal or substitution of the individual whose performance is at issue.

2.11 SUBSTITUTION OF PERSONNEL

The TO Contractor may not substitute personnel without the prior approval of the agency. To replace any personnel, the TO Contractor shall submit resumes of the proposed personnel specifying their intended approved labor category. All proposed substitute personnel shall have qualifications equal to or better than those of the replaced personnel and must 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.

2.12 NON-PERFORMANCE OF PERSONNEL

In the event that MSA is dissatisfied with the TO Contractor Personnel for not performing to the specified standards specified in Section, the TO Contractor personnel may be removed at the TO Manager's discretion. Both parties will be in full communication as to the nature of the dissatisfaction and previous mitigation efforts included in Section 2.10. Replacement personnel must have qualifications equal to or greater than that of the non-performing person initially proposed and evaluated and accepted in the TOA. The TO Manager will determine the amount of time the TO Contractor has to provide a replacement.

2.13 INVOICING

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS II Master Contract. A proper invoice for payment shall contain the TO Contractor's Federal Tax Identification Number, as well as the information described below, and must be submitted to the TO Manager for payment approval. Payment of invoices will be withheld if a signed Acceptance of Deliverable 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 Maryland State Archives as the TO Requesting Agency, deliverable description, associated TOA number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number.
- B) The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees and any subcontractor and signed Acceptance of Deliverable form – Attachment 9, for each deliverable being invoiced) submitted for payment to the Maryland State Archives at the following address: Maryland State Archives, 350 Rowe Boulevard, Annapolis, MD 21401 ATTN: Fiscal Administration.
- 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 TOA. In no

event shall any invoice be submitted later than 60 calendar days from the TOA termination date.

2.14 MBE PARTICIPATION REPORTS

2.15 SERVICE LEVEL AGREEMENT

Service Criticality and Priority levels shall be determined by the Agency Project Manager using the definitions contained in the following table:

Level	Category	Response Time	Resolution Time	Business and Financial Exposure	Work Outage	Clients Affected	Workaround
3	Urgent	8 Hours or less	By next business day (within 24 hours)	The issue creates a serious business risk or financial exposure	The issue causes the systems or clients to be unable to work, or be unable to work or perform some portion of their job, especially during election cycles	The issue affects a number of clients, high profile clients (i.e., executive management, and critical systems)	There may or may not be an acceptable workaround to the issue, however, system, service or component degradation continues to exist.
2	Routine	7 Days or less	Within 1 week	The issue creates a low business risk or financial exposure	The issue causes the client to be unable to perform some small portion of their job, but there are still able to complete most other tasks. This may also include questions and requests for information.	The issue affects a number of clients	There is likely an acceptable workaround to the problem. The system, service or component is experiencing minor performance degradation.
1	Low	30 Days or less	As agreed by Project Manager	The issue creates a very low business risk or financial exposure	The issue is typically a request for service with ample lead time. This may also include questions and requests for information.	The issue affects a number of clients or individuals	There is an acceptable workaround to the problem.

The TO Contractor shall meet the system response time and resolution requirements. Response time and resolution shall be measured during normal working hours, which are 7 a.m. to 7 p.m. Eastern Standard Time, Monday through Friday except for State-observed holidays. The time shall be measured at Agency discretion.

2.16 TO CONTRACTOR TRAVEL

TO Contractor travel expenses are not reimbursable.

SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

Each Master Contractor receiving this CATS II TORFP must respond within the submission time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one of two possible responses: 1) a proposal; or 2) a completed Master Contractor Feedback Form. The feedback form helps the State understand for future contract development why Master Contractors did not submit proposals. The form is accessible via the CATS II Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu.

3.2 FORMAT

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

3.2.1 TECHNICAL PROPOSAL

A) Proposed Services

- 1) **Executive Summary:** A high level overview of the Master Contractor's understanding of the background, purpose, and objectives of the TORFP. The Executive Summary shall summarize the Master Contractor's capabilities and experience, and summarize the proposed methodology and solution for achieving the objectives of the TORFP.
- 2) **Proposed Solution:** A detailed narrative of the Master Contractor's proposed methodology and solution for completing the requirements and deliverables in SECTION 2 - Scope of Work. This section should include a comprehensive schedule of tasks and estimated times frames for completing all requirements and deliverables, including any tasks to be performed by State or third party personnel.
- 3) **Draft Work Breakdown Structure (WBS):** A matrix or table that shows a break down 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 as appropriate, 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 should be approved through a formal configuration or change management process.
- 4) **Draft Project or Work Schedule:** 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 as appropriate.
- 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) **Proposed Tools:** A description of any tools, for example hardware and/or software applications that will be used to facilitate the work.

B) Proposed Personnel

- 1) Identify and provide resumes for all proposed personnel by labor category. The resume should feature prominently the proposed personnel's skills and experience as they relate to the Master Contractor's proposed solution and SECTION 2 – Scope of Work.
- 2) Certification that all proposed personnel meet the minimum required qualifications and possess the required certifications in accordance to Section 2.8.
- 3) Provide the names and titles of the Master Contractor's management staff who will supervise the personnel and quality of services rendered under this TOA.
- 4) Complete and provide, at the interview, Attachment 5 – Labor Classification Personnel Resume Summary.

C) MBE Participation (optional)

- 1) Submit completed MBE documents Attachment 2 - Forms D-1 and D-2 if MBE participation is being proposed

D) Subcontractors

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

E) Master Contractor and Subcontractor Experience and Capabilities

- 2) Provide up to three examples of projects or contracts the Master Contractor has completed that were similar to SECTION 2- Scope of Work. Each example must include contact information for the client organization complete with the following:
 - a) Name of organization.
 - b) Point of contact name, title, and telephone number
 - c) Services provided as they relate to SECTION 2 - Scope of Work.
 - d) Start and end dates for each example project or contract. If the Master Contractor is no longer providing the services, explain why not.
- 3) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any entity of the State of Maryland. For each identified contract, the Master Contractor shall provide:
 - a) Name of organization.
 - b) Point of contact name, title, and telephone number
 - c) Services provided as they relate to SECTION 2 - Scope of Work.
 - d) Start and end dates for each example project or contract. If the Master Contractor is no longer providing the services, explain why not.
 - e) Dollar value of the contract.
 - f) Whether the contract was terminated before the original expiration date.
 - g) Whether any renewal options were not exercised.

Note - State of Maryland experience can be included as part of Section E2 above as project or contract experience. State of Maryland experience is neither required nor given more weight in proposal evaluations.

F) Proposed Facility

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

3.2.2 FINANCIAL RESPONSE

- A) A description of any assumptions on which the Master Contractor's Financial Proposal is based (Assumptions shall not constitute conditions, contingencies, or exceptions to the price proposal);
- B) Attachment 1 - Completed Financial Proposal with all rates fully loaded.

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 II TORFP. In making the TOA award determination, the Maryland State Archives will consider all information submitted in accordance with SECTION 3.

4.2 TECHNICAL PROPOSAL EVALUATION CRITERIA

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

- The Master Contractor's understanding of the work to be accomplished.
- Experience performing the duties and responsibilities required in Section 2.5, experience, certifications, and education required in Section 2.8, of the Master Contractor's proposed personnel.

4.3 SELECTION PROCEDURES

- A) TO Proposals will be assessed throughout the evaluation process for compliance with the minimum personnel qualifications in Section 2.8 and quality of responses to Section 3.2.1 of the TORFP. TO Proposals deemed technically qualified will have their financial proposal considered. All others will be deemed not reasonably susceptible to award and 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 TOA

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

ATTACHMENT 1 – SAMPLE PRICE PROPOSAL

**SAMPLE PRICE PROPOSAL (TIME AND MATERIALS) FOR CATS II TORFP #
D60P2400050**

LABOR CATEGORIES

Rates listed shall be fully loaded rates including travel.

Labor Categories	A	B	C
	Hourly Labor Rate	Total Class Hours	Total Proposed CATS II TORFP Price
(NTP – May 31, 2014)			
Subject Matter Expert	\$	892	\$
Applications Development Expert	\$	1,640	\$
Applications Programmer	\$	720	\$
Total Evaluated Price			\$

Authorized Individual Name

Company Name

Title

Company Tax ID #

The Hourly Labor Rate is the actual rate the State will pay for services and must be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate, but may be lower. Rates must include all direct and indirect costs and profit for the Master Contractor to perform under the TOA.

SUBMIT AS A .PDF FILE WITH THE FINANCIAL RESPONSE

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

CATS II TORFP # D60P2400050

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 of 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 (e-copy of and/or hard copy) of Form D-6. 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 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, regardless of whether there was any MBE payment activity for the reporting month. Actual payment data is verified and entered into the State's financial management tracking system from the subcontractor's D-6 report only. Therefore, if the subcontractor(s) do not submit their D-6 payment reports, the TO Contractor cannot and will not be given credit for subcontractor payments, regardless of the TO Contractor's proper submission of Form D-5. The TO Manager will contact the TO Contractor if reports are not received each month from either the prime contractor or any of the identified subcontractors. The TO Contractor must promptly notify the TO Manager if, during the course of the contract, a new MBE subcontractor is utilized. Failure to comply with the MBE contract provisions and reporting requirements may result in sanctions, as provided by COMAR 21.11.03.13.

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. D60P2400050, I affirm the following:

1. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of ___ percent and, if specified in the TORFP, sub-goals of ___ percent for MBEs classified as African American-owned and ___ percent for MBEs classified as women-owned. 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 subcontractors/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) Subcontractor 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 subcontractors were provided not less than the same information and amount of time to respond as were non-MBE subcontractors.

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 Contractor (Firm Name, Address, Phone)	Task Order Description
Task Order Agreement Number D60P2400050	
List Information For Each Certified MBE Subcontractor 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	

USE ATTACHMENT D-2 CONTINUATION PAGE AS NEEDED

SUMMARY

TOTAL MBE PARTICIPATION:	_____ %
TOTAL WOMAN-OWNED MBE PARTICIPATION:	_____ %
TOTAL AFRICAN AMERICAN-OWNED MBE PARTICIPATION:	_____ %

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 Subcontractor 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 # D60P2400050, 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

SUBCONTRACTOR 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. D60P2400050, it and _____,
(Subcontractor Name)

MDOT Certification No. _____, intend to enter into a contract by which the subcontractor shall:

(Describe work to be performed by MBE):

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

By:

By:

Prime Contractor Signature

Subcontractor 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): _____ Report is due by the 15th of the following month.	CATS II TORFP #D60P2400050 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:		
Subcontractor Name:		Contact Person:	
Phone:	FAX:		
Subcontractor Services Provided:			
List all unpaid invoices over 30 days old received from the MBE subcontractor named above:			
1.			
2.			
3.			
Total Dollars Unpaid: \$ _____			

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

Return one copy of this form to the following address:

(TO MANAGER OF APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)	(TO PROCUREMENT OFFICER OR APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)
--	--

Signature: _____ Date: _____

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 6

MINORITY BUSINESS ENTERPRISE PARTICIPATION SUBCONTRACTOR PAID/UNPAID INVOICE REPORT

Report #: _____ Reporting Period (Month/Year): __/_____ Report Due By the 15th of the following Month.	CATS II TORFP #D60P2400050 Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____
MBE Subcontractor Name:	
MDOT Certification #:	
Contact Person:	
Address:	
City:	State: ZIP:
Phone:	FAX:
Subcontractor Services Provided:	
List all payments received from Prime TO Contractor during reporting period indicated above. 1. 2. 3. Total Dollars Paid: \$ _____	List dates and amounts of any unpaid invoices over 30 days old. 1. 2. 3. Total Dollars Unpaid: \$ _____
Prime TO Contractor:	Contact Person:

Return one copy of this form to the following address:

(TO MANAGER OF APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)	(TO PROCUREMENT OFFICER OR APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)
--	--

Signature: _____ Date: _____

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

ATTACHMENT 3 – TASK ORDER AGREEMENT

CATS II TORFP# D60P2400050 Number OF MASTER CONTRACT #060B9800035

This Task Order Agreement (“TO Agreement”) is made this day of Month, 200X by and between Task Order Contractor (TO Contractor) and the STATE OF MARYLAND, Maryland State Archives .

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 Maryland State Archives , as identified in the CATS II TORFP # D60P2400050.
 - b. “CATS II TORFP” means the Task Order Request for Proposals # D60P2400050, dated MONTH DAY, YEAR, including any addenda.
 - c. “Master Contract” means the CATS II Master Contract between the Maryland Department of Information Technology and TO Contractor dated _____.
 - d. “TO Procurement Officer” means TO Procurement Officer. 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 Maryland State Archives and TO Contractor.
 - f. “TO Contractor” means the CATS II 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 Proposal - Technical” means the TO Contractor’s technical response to the CATS II TORFP dated date of TO Proposal – Technical.
 - i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS II 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 supercede the Master Contract.
 - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS II 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 II 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 II TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of _____, 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 II TORFP and shall not exceed the total amount of the task order. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.

4.2 Payments to the TO Contractor shall be made as outlined Section 2 of the CATS II 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 _____. 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, Maryland State Archives

By: insert name, TO Procurement Officer

Date

Witness: _____

ATTACHMENT 4 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

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

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

Date: _____ By: _____

(Authorized Representative and Affiant)

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 5 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY

INSTRUCTIONS:

1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 060B9800035.
2. Only labor categories proposed in the Master Contractors Financial Proposal may be proposed under the CATS II TORFP process.
3. For each person proposed in any of the labor categories, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements. This summary is required at the time of the interview.

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

4. Each form also includes examples of duties to perform. The proposed person 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 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 5 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY (CONTINUED)

Proposed Individual's Name/Company:	How does the proposed individual meet each requirement?
LABOR CLASSIFICATION TITLE – (INSERT LABOR CATEGORY NAME)	
Education: (Insert the education description from the CATS II RFP from SECTION 2 for the applicable labor category.)	
Experience: (Insert the experience description from the CATS II RFP from SECTION 2 for the applicable labor category.)	
Duties: (Insert the duties description from the CATS II RFP from SECTION 2 for the applicable labor category.)	

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

Contractor's Contract Administrator:

Signature Date

Proposed Individual:

Signature Date

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

ATTACHMENT 6 – DIRECTIONS
TO THE PRE-TO PROPOSAL CONFERENCE

Maryland State Archives
350 Rowe Blvd.
Annapolis, Maryland 21401
410-260-6400
<http://www.mdsa.net>

From Baltimore:

I - 97 South to U.S. 50/301 East
U.S. 50/301 East to Exit 24, Route 70 - Rowe Blvd.
Bear right at bottom of ramp onto Rowe Blvd.
Pass through 2 stoplights and turn left into the Archives' parking lot,
approximately 200 yards past the 2nd light (Taylor Ave.)

From Washington, D.C.:

U.S. 50/301 East to Exit 24, Route 70 - Rowe Blvd.
Bear right at bottom of ramp onto Rowe Blvd.
Pass through 2 stoplights and turn left into the Archives' parking lot,
approximately 200 yards past the 2nd light (Taylor Ave.)

From the Eastern Shore:

U.S. 50/301 West to Exit 24, Route 70 - Rowe Blvd.
Pass through 3 stoplights and turn left into the Archives' parking lot,
approximately 200 yards pass the 3rd light (Taylor Ave.)

ATTACHMENT 7 – NOTICE TO PROCEED

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS II Task Order Agreement #D60P2400050

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 Maryland State Archives 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, Department of Information Technology

Project Management Office, Department of Information Technology

ATTACHMENT 8 – AGENCY RECEIPT OF DELIVERABLE FORM

I acknowledge receipt of the following:

TORFP Title: Project Name for TORFP

TO Agreement Number: #D60P2400050

Title of Deliverable: _____

TORFP Reference Section # _____

Deliverable Reference ID # _____

Name of TO Manager: TO Manager

TO Manager Signature

Date Signed

Name of TO Contractor's Project Manager: _____

TO Contractor's Project Manager Signature

Date Signed

SUBMIT AS REQUIRED IN SECTION **ERROR! REFERENCE SOURCE NOT FOUND.** OF THE TORFP.

ATTACHMENT 9 – AGENCY ACCEPTANCE OF DELIVERABLE FORM

Agency Name: Maryland State Archives

TORFP Title: TORFP Project Name

TO Manager: TO Manager and Phone Number

To:

The following deliverable, as required by TO Agreement #D60P2400050, 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 2.5.2 OF THE TORFP.

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 II TORFP #D60P2400050 for TORFP Project Consulting Services. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information 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 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 Tim Baker, Maryland State Archives 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 _____, 20____, by and between the State of Maryland (“the State”), acting by and through its Maryland State Archives (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 Consultant Services TORFP No. D60P2400050 dated _____, (the “TORFP”) issued under the Consulting and Technical Services procurement issued by the Department, Project Number 060B9800035; 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:

Maryland State Archives :

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

ATTACHMENT 12 – TO CONTRACTOR SELF-REPORTING CHECKLIST

The purpose of this checklist is for CATS II Master Contractors to self-report on adherence to procedures for task orders (TO) awarded under the CATS II master contract. Requirements for TO management can be found in the CATS II 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.state.md.us 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	
<p>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.)</p>	
<p>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) _____</p>	
<p>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) _____</p>	
Section 2 – Task Orders with Invoices Linked to Time, Labor Rates and Materials	
<p>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) _____</p>	
<p>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) _____</p>	
<p>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) _____</p>	
Section 3 – Substitution of Personnel	

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

D) Is the change management procedure being followed?

Yes No (If no, explain why) _____

ATTACHMENT 13 – LIVING WAGE AFFIDAVIT OF AGREEMENT

Contract No. _____

Name of Contractor _____

Address _____

City _____ State _____ Zip Code _____

If the Contract is Exempt from the Living Wage Law

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

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

If the Contract is a Living Wage Contract

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

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

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

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

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____ Title: _____

Witness Name (Typed or Printed): _____

Witness Signature & Date: _____

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
