



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

**DOCUMENT OUTPUT MANAGEMENT SYSTEM
CATS II TORFP PROJECT E50B0400007**

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

ISSUE DATE: SEPTEMBER 23, 2009

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KEY INFORMATION SUMMARY SHEET

This Consulting and Technical Services (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 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. All Master Contractors must complete and submit a Master Contractor Feedback form via the CATS web site if not submitting a TO Proposal. The form is accessible via your CATS Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu. In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS II RFP issued by the Maryland Department of Information Technology (DoIT) and subsequent Master Contract Project Number 060B9800035, including any amendments.

TORFP Title:	Document Output Management System
Functional Area:	Functional Area #3 Electronic Document Management
TORFP Issue Date:	09/10/2009
Closing Date and Time:	10/ 27/ 2009 at 11:00 AM
TORFP Issuing Agency:	SDAT.
Send Questions and Proposals to:	J. Wallace jwallace@dat.state.md.us
TO Procurement Officer:	J. Wallace Office Phone Number: 410-767-1194 Office FAX Number: 410-333-5873
TO Manager:	Nick Caprio Office Phone Number: 410-767-1128 Office FAX Number: 410-333-7253
TO Project Number:	ADPICS Purchase Order Number #E50B0400007
TO Type:	Fixed price and Time & Material
Period of Performance:	Three Years
MBE Goal:	0 percent
Small Business Reserve (SBR):	No
Primary Place of Performance:	SDAT 301 W. Preston Street
TO Pre-proposal Conference:	300 West Preston 10/09/2009 at 10:00 AM See Attachment 6 for directions.

SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement.

The TO Manager has the primary responsibility for the management of the work performed under the TO Agreement; administration functions, including issuing written directions; ensuring compliance with the terms and conditions of the CATS 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 TO Agreement, Attachment 3, will then be entered into between the State and the selected Master Contractor, which will bind the selected Master Contractor (TO Contractor) to the contents of its TO Proposal, including the price proposal.

1.3 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the stated date and exact time. The time will be local time as determined by SDAT e-mail system time stamp. The TO Proposal is to be submitted via e-mail as two attachments in MS Word format. The "subject" line in the e-mail submission shall state the TORFP #E50B0400007. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS II TORFP #E50B0400007 Technical". The second file will be the financial response to this CATS II TORFP and titled, "CATS II TORFP #E50B0400007 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

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 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.

1.6 NON-DISCLOSURE AGREEMENT

Certain system documentation may be available for potential Master Contractors to review at a reading room at SDAT 300 W. Preston Street, Room# 605. Master Contractors who review such documentation will be required to sign a Non-Disclosure Agreement (Master Contractor) in the form of Attachment 10. Please contact the TO Procurement Officer of this TORFP to schedule an appointment.

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

1.7 LIMITATION OF LIABILITY CEILING

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

1.8 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

DoIT will be performing 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 AND BACKGROUND

2.1.1 PURPOSE

SDAT desires to enter into a multi-year agreement with a Master Contractor to provide a total system solution that provides for the Department's information / document output and management requirements, and all related system management and support services.

2.1.2 REQUESTING AGENCY BACKGROUND

The MBES CICS/DB2 mainframe data system serves the needs of business and financial institutions in the State providing a multitude of business registration and filing services that also encompasses a variety of forms and documents. The Real Property mainframe data system serves the needs of taxpayers on a statewide basis and generates Real Property assessment notices, hearing notices, appeals and tax credit certificates and notices. The Contractor was also tasked with the following requirements: (1) be able to print remotely from the ADC, (2) be able to print from local SDAT networks, and (3) be able to maintain all existing MBES, Real Property and Tax Credit electronic forms that would be maintained and printed at SDAT Print Outsourcing Center located at 301 W. Preston Street in Baltimore. The current Contractor is responsible for providing a total solution including a trained operator who would operate the output system and be responsible for the processing of all documents printed at SDAT Print Center. The current Contractor also provides system software consulting support, forms design and development support, and assists SDAT in the re-engineering of those business processes which were affected. The current Contractor was also tasked with providing a local MBES printing capability for the SDAT Headquarters' staff and walk-in customers.

As a result, the Department entered into an agreement with the Xerox Corporation to provide all of the aforementioned services. With the current contract expiring in December **2009**, the Department is soliciting for a Master Contractor to provide for a continuation of **all** of these services, as well as the possible expansion to other forms and applications.

2.1.3 PROJECT BACKGROUND

2.1.3.1 Current SDAT Print Outsourcing Center Location:

State Office Complex
301 W. Preston Street, Room 904, Baltimore, Maryland 21201
Approximately 270 sq. ft. operations area used to house printer, forms, envelopes, and supplies.

2.1.3.2 Current Processing Volumes:

Current monthly workload: Approximately 60,000 – 70,000 pages per month
Average Page Size: 8 ½ in. by 11 in.
Average Daily Volume: 3,000 pages
Volumes and Cycles Related to Annual Batch Jobs: **Refer to Exhibit B**

2.1.3.3 Graphical Depiction of Current System Environment

Refer to Exhibit E, in pdf format attached.

2.1.3.4 Narrative Detail of Current System Environment

Data for the Maryland Business Entity System can be processed in one of two ways utilizing forms/queue management software (NearStar DataServer Listener version 6.0.34, and Elixir/Vitesse, version 1.36 Software). Both data stream methods are detailed below:

A. For Documents Printed locally at SDAT

Data – American Standard Code for Information Interchange (ASCII) and Extended Binary Coded Decimal Interchange Code (EBCDIC – IBM)) comes to SDAT from ADC. ADC Mainframe is an IBM z890 Enterprise Server model 2086-A04 running the IBM Z/OS operating system mainframe (refer to Attachment E) located at the Annapolis Data Center, the data passes through via IP from the Network Maryland Fiber Backbone to either of the NearStar servers at Preston Street. When the data is processed through the server, the appropriate environment and forms as defined in Elixir/Vitesse are wrapped around the data. At that point it is sent to the MBES specified T number (i.e., designated printer) as requested by the individual user. The specified T number determines whether the print job is sent to an SDAT local printer or to the remote printer located in the SDAT Print Center. These specified T numbers are configured by SDAT programming staff via the Annapolis Data Center VPS System. These T numbers are then configured inside NearStar with the specified configuration parameters by the current vendor.

B. For Documents Printed Both On-Line and Batch at the SDAT Print Center

Data comes from the mainframe, passes through Network Maryland Fiber Backbone to one of the two NearStar servers where the environment and forms as defined in Elixir/Vitesse are wrapped around the data and then passed through the Sun Controller to the Xerox DP92C host document output system.

2.1.3.5 Current Configurations of Servers

Refer to Exhibit C for description of servers.

2.1.3.6 Current Printer Detail

Refer to Exhibit G, in pdf format attached.

2.1.3.7 Current Equipment

SDAT Print Outsourcing Center

- (1) Xerox Model DP92C production printer with 13 GB hard drive used for document output system (State owned)
- (1) Pitney Bowes Folder/Inserter – Model NX01 (State Owned)

2.1.3.8 Forms Manual

Refer to **EXHIBIT I** for examples of all forms currently produced.

2.1.3.9 Current Hours of Operation for Printer Operator at SDAT Print Center

Monday and Tuesday – 8 Hours each Day

Wednesday, Thursday and Friday – 4 Hours each Day

Annual Overtime Hours Required for large batch mailings: As needed.

2.2 TECHNICAL REQUIREMENTS

The Master Contractor must propose an information / document output management and printing system and all related hardware and software support services. The system and services proposed must meet or exceed all of the following requirements. The Master Contractor must provide at a minimum:

- (a) Facilities Management
- (b) Provide for maintenance of Xerox DP92C
- (c) Forms design software which is compatible with existing SDAT's environment and software maintenance
- (d) Forms design consulting, and any training, if necessary.

2.2.1 FACILITIES MANAGEMENT:

1. The Master Contractor must provide an operator (on-site) for SDAT Print Center who is an employee of the Master Contractor. The operator will be responsible for providing for the printing, associated document processing and mailing of all documents on a daily basis.
2. **The primary person must be qualified to operate the Xerox DP92C printer and all associated hardware and software.** This person must also be able to distribute reports and other document output, provide electronic verification (e-mail) of mailings to SDAT users, coordinate mail processing, provide delivery and pick up with the Department's mail service vendor, and work with SDAT staff on process engineering tasks (file transfers) regarding document based business processes.
3. The Master Contractor must have backup personnel who will provide the facilities management services when the primary site technician is unavailable due to vacation, sickness, training, or other absences. These backup personnel must have the same qualifications as that of the primary staff person.
4. The Operator shall be responsible for coordinating the daily delivery and pick up of all posted mail documents with SDAT's pre-sort mail processing Service Company.
5. The operator must produce monthly system reports and logs detailing all aspects of printer activity to include: usage, downtime, applications developed, output generated, document id's, percentage of usage per document, year to date totals, etc. (See Exhibit K)
6. The Master Contractor must provide for all site preparation necessary at the SDAT's Print Center for any software installation required in order to comply with the system requirements as requested in this RFP. This would include all set up, configuration of servers, workstations, printers, wiring, cabling, and other requirements as warranted (if required).

2.2.2 MAINTENANCE and CONSUMABLES of XEROX DP92C

1. The Master Contractor solution must include on-site coverage and maintenance of Xerox DP92C (which is driven by a Sun controller running a UNIX OS) and be performed by an Authorized Maintenance Dealer for Xerox equipment. Costs for this maintenance support are to be provided on the Price Proposal Form.
2. The Master Contractor must be able to provide the existing types of consumables used with the existing DOC printer.

3. The Master Contractor solution must provide on-site services (if applicable), Monday through Friday (except State holidays) according to the following requirements:
 - a) Must respond to the site of the problem within four business hours of the request for service being made by SDAT;
 - b) Must repair equipment within twenty-four (24) hours of placed call. If immediate repair is not possible, then the Contractor must provide identical loaner equipment for use during the repair period; failure to provide loaner equipment will render the Master Contractor liable for rental charges incurred by SDAT for comparable rental equipment;
 - c) Must have a hardware problem escalation procedure and communication plan and must describe in detail what those procedures are and the contact information.
 - d) a toll free or local Baltimore number must be provided where a hardware problem can be reported and logged in during the normal work day hours which are defined as 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, excluding State holidays.
4. The Master Contractor solution must at a minimum be able to provide secured remote diagnostic support for the purpose of connecting to SDAT's system via terminal services which are currently in place in order to diagnose system hardware issues, perform system tests, and to resolve associated problems in a secure process based upon the State of Maryland's Security Policies and Best Industry Security Practices. SDAT will be responsible for providing the terminal services connection via the internet.
5. The Master Contractor solution must identify all hardware support that will be provided by companies or personnel other than those of the Master Contractor.

2.2.3 SOFTWARE SUPPORT and MAINTENANCE

1. Any proposed software solution will have to be compatible with existing a) Xerox DP92C, and b) SDAT environment which includes equipment and communication configuration.
2. The Master Contractor must provide on-line technical support with toll free telephone access between the business hours of 8:00 a.m. and 5:00 p.m. local time, Monday through Friday. The Master Contractor must respond to the designated SDAT contact within two (2) hours of a call being placed by SDAT. The Master Contractor must also have a software problem escalation procedure and communication plan which must describe how issues will be escalated to support technicians and senior level support personnel within the Master Contractor support group. This plan must describe in detail what those procedures are and the contact information. Toll free phone service must also be provided for software technical support of user questions during these hours.
3. The Master Contractor must be able to provide secured remote diagnostic support for the purpose of connecting to the existing DOC equipment via terminal services which are currently in place in order to diagnose system problems, perform direct system tests, and to identify and resolve reported problems in a secure process based upon the State of Maryland's Security Policies and Best Industry Security Practices.
4. Software support and maintenance must include SDAT receiving all new releases of software at no extra cost as they become available during the term of the contract. The Master Contractor is also responsible for installing all current releases of software at no additional cost to SDAT.
5. The Master Contractor proposed solution must not require additional software to be installed on the ADC mainframe. The solution must be able to merge variable data with electronic forms without modification either to the application, host operating system, or LAN as well as existing SDAT data.

6. The Master Contractor must provide software that can create or convert documents through preprocessing, editing, calculating, appending, copying, rotating, highlighting, and merging data into multiple fields with multiple fonts. The software must minimally allow print jobs to be held, prioritized, moved, or canceled at any time.
7. **All redevelopment of forms required by the Master Contractor must be completed and successfully tested no later than 60 days after the Notice to proceed...**
8. The Master Contractor software must be able to create Optical Mark (OMR) sequencing in order to ensure form and data integrity for both single and multiple page documents and facilitate the automated processing and insertion of documents (**refer to the Forms Manual – Exhibit I for example of sequencing marks used on specific forms**).
9. The Master Contractor software must be capable of producing bar codes as images or as fonts.
10. The Master Contractor proposed software must support file transfer protocol (ftp). The system must be able to receive batch files via ftp directly from the ADC mainframe or the SDAT ftp server in a secure file transfer process based upon best industry security practices.

2.3 DELIVERABLES

For each written deliverable, draft and final, the TO Contractor shall submit to the TO Manager one hard copy and one electronic copy compatible with Microsoft Office 2000, 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 (Reference 2.6 Invoicing).

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

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

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

2.3.1 DELIVERABLE/ DELIVERY SCHEDULE

ID	Deliverables for 2.3	Expected Completion:
2.2.1	Facilities Management	On Going
2.2.2	Maintenance of Xerox DP92C	On Going
2.2.3	Forms Software support and Maintenance	NTP + 60 Calendar Days
2.2.3	Forms Consulting and design	As needed

2.4 SOURCE CODE and SOFTWARE LICENSES

If the Master Contractor proposes use of any Customized Off-Shelf Software (COTS) that requires customization of the code, and the Contractor owns the COTS copyright/ownership rights, the Master Contractor must be willing to escrow their source code with an independent third party who will act as an escrow agent. All customization of the COTS source code done as a result of the TO Agreement for the work associated with this TORFP will be wholly owned by the State. If the Master Contractor has established source code policies, the Master Contractor must provide the following information:

- a) Name and address of third party who acts as escrow agent;
- b) Source code escrow procedures;
- c) Name and address of third party who audits escrow account;
- d) Frequency of updates and maintenance of source code at escrow agent;
- e) Description of licensing arrangements and associated costs;
- f) Provide a copy of any escrow agreement that the Master Contractor would want and the requirements of that escrow agreement;
- g) The Escrow Agent must be a valid Maryland based escrow agent.

2.5 DOCUMENTATION

1. The Master Contractor must provide that SDAT will receive two complete printed sets of all system manuals whether it be hardware or software. The Master Contractor must also agree to provide one (1) complete set on CD-ROM, in Microsoft Office Professional.

2. The Master Contractor must provide that SDAT will receive two complete printed sets of all system administrator and user documentation, before system is accepted. This documentation must provide at a minimum a complete system work flow and a description of all system tasks detailing all components and operations of the system from the administrator's and user's standpoint. It must describe in a step by step manner all administrative and user related functions, tasks, and procedures associated with the operation of all hardware and software.

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 CONTRACTOR QUALIFICATIONS and EXPERTISE

Facilities Specialist Level I

Duties: The primary person must be qualified to operate the Xerox DP92C printer and all associated hardware and software. This person must also be able to distribute reports and other document output, provide electronic verification (e-mail) of mailings to SDAT users, coordinate mail processing, provide delivery and pick up with the Department's mail service vendor, and work with SDAT staff on process engineering tasks (file transfers) regarding document based business processes. The Facilities Specialist shall be responsible for coordinating the daily delivery and pick up of all posted mail documents with SDAT's pre-sort mail processing Service Company. The Operator must produce monthly system reports and logs detailing all aspects of printer activity to include: usage, downtime, applications developed, output generated, document id's, percentage of usage per document, year to date totals, etc. (See Exhibit K)

Education: High School diploma or equivalent required.

General Experience: This position typically requires 1 year of experience in facilities work or related field.

Subject Matter Expert

Duties: Defines the problems and analyzes and develops plans and requirements in the subject matter area for moderately complex-to-complex systems. Coordinates and manages the preparation of analysis, evaluations, and recommendations for proper implementation of programs and systems specifications including, but not limited to: information technology, health care, education, public safety, social services, human resources, transportation, and environment.

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline. A Master's Degree is preferred. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

General Experience: Must have seven (5) years of experience.

Specialized Experience: At least five (5) years of combined new and related older technical experience in the IT field directly related to the required area of expertise.

2.8 INVOICING

Payment will only be made upon completion and acceptance of the deliverables as defined in 2.2.3.

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

The TO Contractor shall submit invoices for payment upon acceptance of separately priced deliverables, on or before the 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.

2.8.1 INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

- A) The invoice shall identify the SDAT as the SDAT, deliverable description, associated TO Agreement number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number.
- B) The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees and any subcontractor and signed Acceptance of Deliverable form – Attachment 9, for each deliverable being invoiced) submitted for payment to the SDAT at the following address: SDAT

300 W. Preston Street
Room # 605
Baltimore, MD 21201
- C) Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

2.9 REPORTING

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

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

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 or two possible responses: 1) a proposal or 2) a completed Master Contractor Feedback form submitted electronically via the CATS II web site explaining why the Master Contractor will not be submitting a proposal. The form is accessible via, your 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 provide the following:

3.2.1 THE TECHNICAL PORTION OF THE TO PROPOSAL SHALL INCLUDE

A) Proposed Services – Work Plan

- 1) Requirements: A detailed discussion of the Master Contractor's understanding of the work and the Master Contractor's capabilities, approach and solution to address the requirements outlined in Section 2.
- 2) Assumptions: A description of any assumptions formed by the Master Contractor in developing the Technical Proposal.
- 3) Risk Assessment: An assessment of any risks inherent in the work requirements and actions to mitigate these risks.
- 4) Proposed Solution: A description of the Master Contractor's proposed solution to accomplish the specified work requirements.
- 5) Proposed Tools: A description of all proposed tools that will be used to facilitate the work.
- 6) Tasks and Deliverables: A description of and the schedule for each task and deliverable, illustrated by a Gantt chart. Start and completion dates for each task, milestone, and deliverable shall be indicated. The Gantt chart will form the baseline for task order monitoring, and will be updated bi-weekly as part of progress reporting (see Section 2.7.1).
- 7) Work Breakdown Structure: A detailed work breakdown structure and staffing schedule, with labor hours by skill category that will be applied to meet each milestone and deliverable, and to accomplish all specified work requirements.
- 8) Acceptance Criteria: A statement acknowledging the Master Contractor's understanding of the acceptance criteria.
- 9) The Master Contractor must state its policy with respect to the availability of on-site spare parts, identify parts depot and service center(s) to be used, parts suppliers, and describe its procedures for providing spare parts that are not available on-site, including the average elapsed time necessary to provide a part from an offsite location.
- 10) The Master Contractor solution must identify all hardware support that will be provided by companies or personnel other than those of the Master Contractor.

- 11) The Master Contractor solution must include scheduled preventive maintenance at regular intervals at a maximum interval not to exceed six (6) months in length to ensure system integrity and minimum system downtime. The Master Contractor must submit a proposed schedule for the frequency and duration of preventative maintenance that will be performed by the Master Contractor. All preventive maintenance must be performed during non-work hours unless otherwise agreed to by SDAT. A minimum of 48 hours notice must be given to SDAT prior to any preventive maintenance being scheduled.
- 12) The Master Contractor must identify all software support that will be provided by companies or personnel other than those of the Master Contractor in accordance with Section 3.2.1 B) of this Task Order.
- 13) The Master Contractor solution must provide a minimum of three (3) references who attest to the Master Contractor ability to provide the hardware, software, and support services as requested in this RFP within the past three (3) years. The Master Contractor must provide the company name, address, telephone number and a contact person. If the Master Contractor uses any subcontractor(s) for any of the hardware, software, or services requested in this RFP, then the Master Contractor must meet this reference requirement for the subcontractor(s) for their portion of responsibility.

B) Proposed Personnel

The Master Contractor must provide, as part of their response, resumes and a description of how performance related experience requested for each individual that the Master Contractor and any sub-contractors will assign to be responsible for the functions identified. The performance experience requested must be related to services similar in size and scope to those requested in this task order.

C) Subcontractors

- 1) Identify all proposed subcontractors, and their full roles in the performance of this TORFP Scope of Work.

D) Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide three examples of projects that you have completed that were similar in scope to the one defined in this TORFP Scope of Work. Each of the three examples must include a reference, to be provided at the interview, complete with the following:
 - a) Name of organization.
 - b) Name, title, and telephone number of point-of-contact for the reference.
 - c) Type, and duration of contract(s) supporting the reference.
 - d) The services provided, scope of the contract and performance objectives satisfied as they relate to the scope of this TORFP.
 - e) Whether the Master Contractor is still providing these services and, if not, an explanation of why it is no longer providing the services to the client organization.

- 2) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any government entity of the State of Maryland. For each identified contract, the Master Contractor shall provide:
 - a) The State contracting entity.
 - b) A brief description of the services/goods provided.
 - c) The dollar value of the contract.
 - d) The term of the contract.
 - e) Whether the contract was terminated prior to the specified original contract termination date.
 - f) Whether any available renewal option was not exercised.
 - g) The State employee contact person (name, title, telephone number and e-mail address.

This information will be considered as part of the experience and past performance evaluation criteria in the TORFP.

E) Proposed Facility

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

F) State Assistance

- 1) Provide an estimate of expectation concerning participation by State personnel.

G) 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 THE FINANCIAL RESPONSE OF THE TO PROPOSAL SHALL INCLUDE

A) Other Price information

- 1) Master Contractor must include in their proposal a cost for up to an additional 200 hours of annual forms software design and consulting support by a senior level technician. The cost shall be based on direct labor hours expended at the fully loaded hourly rates that include all direct and indirect costs (mileage, telephone, parking, etc...).

B) 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);

C) Attachment 1 - Financial Proposal

D) Attachment 1a - Completed Financial Proposal Sample

SECTION 4 - PROCEDURE FOR AWARDING A TASK ORDER AGREEMENT

4.1 EVALUATION CRITERIA

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 TO Agreement award determination, the SDAT will consider all information submitted in accordance with Section 3.

4.2 TECHNICAL CRITERIA

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

- 1) Facilities Management
- 2) Provide for maintenance of Xerox DP92C
- 3) Forms design software and software maintenance
- 4) Forms design consulting, and any training, if necessary

4.3 SELECTION PROCEDURES

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

4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

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

ATTACHMENT 1 – PRICE PROPOSAL

YEAR #1

FOR CATS II TORFP # E50B0400007

DELIVERABLE CATEGORIES

Deliverable	A	B	C
	Hourly Labor Rate	Total Hours	Total Proposed CATS II TORFP Price
Facilities Management (2.2.1)	\$	X 1500	\$
Forms Design and consulting	\$	X 200	\$
	Monthly Rate		Total
Monthly Maintenance of Xerox DP92C (2.2.2)	\$	X 12	\$
Monthly Forms Software Maintenance (2.2.3)	\$	X 12	\$
			\$
			\$
Total Evaluated Yearly Price			\$

The Hourly Labor Rate is the actual rate the State will pay for services and must be recorded in dollars and cents.

SUBMIT AS A .PDF FILE WITH THE FINANCIAL RESPONSE

ATTACHMENT 1 – PRICE PROPOSAL

YEAR #2

FOR CATS II TORFP # E50B0400007

DELIVERABLE CATEGORIES

Deliverable	A	B	C
	Hourly Labor Rate	Total Hours	Total Proposed CATS II TORFP Price
Facilities Management (2.2.1)	\$	X 1500	\$
Forms Design and consulting	\$	X 200	\$
	Monthly Rate		Total
Monthly Maintenance of Xerox DP92C (2.2.2)	\$	X 12	\$
Monthly Forms Software Maintenance (2.2.3)	\$	X 12	\$
			\$
			\$
Total Evaluated Yearly Price			\$

The Hourly Labor Rate is the actual rate the State will pay for services and must be recorded in dollars and cents.

SUBMIT AS A .PDF FILE WITH THE FINANCIAL RESPONSE

ATTACHMENT 1 – PRICE PROPOSAL

YEAR #3

FOR CATS II TORFP # E50B0400007

DELIVERABLE CATEGORIES

Deliverable	A	B	C
	Hourly Labor Rate	Total Hours	Total Proposed CATS II TORFP Price
Facilities Management (2.2.1)	\$	X 1500	\$
Forms Design and consulting	\$	X 200	\$
	Monthly Rate		Total
Monthly Maintenance of Xerox DP92C (2.2.2)	\$	X 12	\$
Monthly Forms Software Maintenance (2.2.3)	\$	X 12	\$
			\$
			\$
Total Evaluated Yearly Price			\$

The Hourly Labor Rate is the actual rate the State will pay for services and must be recorded in dollars and cents.

SUBMIT AS A .PDF FILE WITH THE FINANCIAL RESPONSE

Authorized Individual Name

Company Name

Title

Company Tax ID #

SUBMIT AS A .PDF FILE WITH THE FINANCIAL RESPONSE

ATTACHMENT 2 — N/A

ATTACHMENT 3 – TASK ORDER AGREEMENT

CATS II TORFP# **E50B0400007 Number** OF MASTER CONTRACT #060B9800035

This Task Order Agreement (“TO Agreement”) is made this **day** of **Month**, 2009 by and between **Task Order Contractor (TO Contractor)** and the STATE OF MARYLAND, **SDAT**.

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 **SDAT**, as identified in the CATS II TORFP # **E50B0400007**.
 - b. “CATS II TORFP” means the Task Order Request for Proposals # **E50B0400007**, 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 June 1, 2009..
 - d. “TO Procurement Officer” means J. Wallace. 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 **SDAT** and **TO Contractor**.
 - f. “TO Contractor” means the CATS II Master Contractor awarded this TO Agreement, whose principal business address is _____ and whose principal office in Maryland is _____.
 - g. “TO Manager” means **Nick Caprio** 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 supersede the Master Contract.
 - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS 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. CATS II TORFP
 - c. TO Proposal-Technical
 - d. TO Proposal-Financial

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 **insert time for performance**, 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 \$**total amount of task order**. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.
- 4.2 Payments to the TO Contractor shall be made as outlined Section 2 of the CATS 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 **Federal ID number**. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to the Agency TO Manager unless otherwise specified herein.
- 4.4 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer.

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

By: Type or Print TO Contractor POC

Date

Witness: _____

STATE OF MARYLAND, **SDAT**

By: J. Wallace, 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, Master Contractor, 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 Master Contractor 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 Master Contractor agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or Master Contractor 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 Master Contractor has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

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

Date: _____ By: _____

(Authorized Representative and Affiant)

ATTACHMENT 5 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY

INSTRUCTIONS:

1. 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 6 – DIRECTIONS
TO THE PRE-TO PROPOSAL CONFERENCE**

Friday, October 9, 2009

300 West Preston Street

First Floor auditorium

Parking is next to building.

ATTACHMENT 7 – NOTICE TO PROCEED

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS II Task Order Agreement #E50B0400007

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 SDAT 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: Document Output Management System

TO Agreement Number: #E50B0400007

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 0 OF THE TORFP.

ATTACHMENT 9 – AGENCY ACCEPTANCE OF DELIVERABLE FORM

Agency Name: **SDAT**

TORFP Title: **TORFP Project Name**

TO Manager: **TO Manager and Phone Number**

To:

The following deliverable, as required by TO Agreement #**E50B0400007**, 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 0 OF THE TORFP.

ATTACHMENT 10 – NON-DISCLOSURE AGREEMENT (MASTER CONTRACTOR)

This Non- Disclosure Agreement (the “Agreement”) is made this ___ day of _____ 200_, by and between _____ (hereinafter referred to as "the MASTER CONTRACTOR ") and the State of Maryland (hereinafter referred to as " the State").

MASTER CONTRACTOR warrants and represents that it intends to submit a TO Proposal in response to CATS II TORFP #E50B0400007 for Document Output Management System. In order for the MASTER CONTRACTOR to submit a TO Proposal, it will be necessary for the State to provide the MASTER CONTRACTOR with access to certain confidential information including, but not limited, to _____. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as “Confidential Information”. As a condition for its receipt and access to the Confidential Information described in Section 1.7 of the TORFP, MASTER CONTRACTOR agrees as follows:

1. MASTER CONTRACTOR 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 MASTER CONTRACTOR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the MASTER CONTRACTOR shall provide originals of such executed Agreements to the State. Each employee or agent of the MASTER CONTRACTOR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the MASTER CONTRACTOR.
3. MASTER CONTRACTOR shall return the Confidential Information to the State within five business days of the State’s Notice of recommended award. If the MASTER CONTRACTOR does not submit a Proposal, the MASTER CONTRACTOR shall return the Confidential Information to J. Wallace, Procurement Officer, SDAT on or before the due date for Proposals.
4. MASTER CONTRACTOR 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 MASTER CONTRACTOR failure to comply with the requirements of this Agreement. The MASTER CONTRACTOR 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 MASTER CONTRACTOR or any employee or agent of the MASTER CONTRACTOR to comply with the requirements of this Agreement, MASTER CONTRACTOR and such employees and agents of MASTER CONTRACTOR 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. MASTER CONTRACTOR 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. MASTER CONTRACTOR 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 MASTER CONTRACTOR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the MASTER CONTRACTOR 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.

MASTER CONTRACTOR: _____ BY: _____
NAME: _____ TITLE: _____
ADDRESS: _____

SUBMIT AS REQUIRED IN SECTION 0 OF THE TORFP

ATTACHMENT 11 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made as of this ___ day of _____, 200__, by and between the State of Maryland (“the State”), acting by and through its **SDAT** (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 **TORFP** Document Output Management System TORFP No. **E50B0400007** dated **release date for TORFP**, (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:

SDAT:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SUBMIT AS REQUIRED IN SECTION 0 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

A) Has there been any substitution of personnel?

Yes No (If no, skip to Section 4.)

B) Did the Master Contractor request each personnel substitution in writing?

Yes No (If no, explain why) _____

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

Yes No (If no, explain why) _____

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

Yes No (If no, explain why) _____

SECTION 4 – MBE PARTICIPATION

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

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

Yes No (If no, explain why) _____

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

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

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

Yes No (If no, explain why) _____

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

Yes No

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

SECTION 5 – TO CHANGE MANAGEMENT

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

Yes No (If no, explain why) _____

B) Does the change management procedure include the following?

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

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

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

C) Have any change orders been executed?

Yes No

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

D) Is the change management procedure being followed?

Yes No **(If no, explain why)** _____

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

EXHIBIT B

LIST OF ANNUAL BATCH JOBS

MARYLAND BUSINESS ENTITY SYSTEM (MBES)

<u>DESCRIPTION</u>	<u>CYCLE DATE</u> <u>(Data Available)</u>	<u>ANNUAL</u> <u>VOLUME</u>	<u>REQUIRED</u> <u>TURN AROUND</u>
Bulk Estimates	3 rd week – July	15,000	5 working days
Foreign Courtesy Notices	4 th week – August	10,000	5 working days
Domestic Final Notice	3 rd week – September	45,000	5 working days
Foreign Final Notice	3 rd week – October	10,000	4 working days

LIST OF ANNUAL BATCH JOBS

REAL PROPERTY

Supplemental Notice – 1 st Run	3 rd week – January	30,000	5 working days
Supplemental Notice – 2 nd Run	3 rd week – February	10,000	5 working days

EXHIBIT C

CURRENT CONFIGURATION OF SERVERS

DETAILS OF HOST AT ADC

The servers listed in Table I below are the property and responsibility of SDAT. They are located in the SDAT Operations Room and are maintained by SDAT personnel. The current contractor is only responsible for upgrades to the software used for this contract.

TABLE I

LOCATION	SERVER FOR	SERVER TYPE	SPEED	HARD DRIVE	MEMORY	OPERATING SYSTEM
Preston Street	NearStar	Dell	2.0 GHZ	136 GB	4.0 GB	Windows Server 2003 R2 – SP2
Preston Street	NearStar	Dell	2.0 GHZ	136 GB	4.0 GB	Windows Server 2003 R2 – SP2

ANNAPOLIS DATA CENTER

IBM z890 Enterprise Server model 2086-A04

Operating System - IBM Z/OS

On-Line Processing System –

Network Connectivity

Router Model Detail