



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

**CAPITAL BUDGET INFORMATION SYSTEM
MAINTENANCE**

CATS II TORFP #

F50B2400010

Department of Information Technology

ISSUE DATE: March 15, 2012

SMALL BUSINESS RESERVE

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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 NAME:	Capital Budget Information System (CBIS) Maintenance
FUNCTIONAL AREA:	Functional Area 2 – Web and Internet Systems
TORFP ISSUE DATE:	03/15/2012
Closing Date and Time:	04/5/2012 at 2:00 PM
TORFP Issuing Office:	Department of Information Technology
Questions and Proposals are to be sent to:	Donna.Ziegenhein@maryland.gov
TO Procurement Officer	Donna Ziegenhein Office Phone: 410-260-7627 Office Fax: 410-971-5615
TO Manager:	Anne Seek Office Phone: 410-767-4738 Fax: 410-333-7483
Project Number:	F50B2400010
TO Type:	Time and Materials
Period of Performance:	NTP – 5/31/2014
MBE Goal:	0 percent
Small Business Reserve (SBR):	Yes
Primary Place of Performance:	Contractor’s Location or Department of Information Technology 45 Calvert Street Annapolis, MD 21401
State Furnish Work Site and/or Access to Equipment, Facilities or Personnel:	TBD
TO Pre-Proposal Conference:	45 Calvert St. Annapolis, MD 21401 Conference Room 164 A&B 03/27/2012 at 10:00 am

SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 ACRONYMS & DEFINITIONS

CATS II	Consulting and Technical Services II
TORFP	Task Order Request for Proposals
TO	Task Order
TOA	Task Order Agreement
MBE	Minority Business Enterprise
DoIT	Department of Information Technology
CBIS	Capital Budget Information System
SLA	Service Level Agreement
UAT	User Acceptance Testing
SBR	Small Business Reserve
OCB	Office of Capital Budgeting
TO Contractor	Task Order Contractor
TO Manager	Task Order Manager
NTP	Notice to Proceed
TO Procurement Officer	DoIT Task Order Procurement Officer

1.2 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.

1.3 TO AGREEMENT

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

1.4 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the date and exact time stated in the Key Information Summary Sheet. 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. The "subject" line in the e-mail submission shall state the TORFP #F50B2400010. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS II TORFP #F50B2400010 Technical". The second file will be the financial response to this CATS II TORFP and titled, "CATS II TORFP #F50B2400010 Financial". The following proposal documents must be submitted with required signatures as .PDF files with signatures clearly visible:

- Attachment 1 – Price Proposal
- Attachment 2 - MBE Forms D-1 and D-2 (only required if offering MBE Participation)
- Attachment 4 - Conflict of Interest and Disclosure Affidavit
- Attachment 5 – Labor Category Personnel Resume Summary
- Attachment 7 – Non-Disclosure Agreement (Offeror)
- Attachment 10 – Living Wage Affidavit of Agreement
- Attachment 11 – Small Business Reserve Affidavit

1.5 ORAL PRESENTATIONS/INTERVIEWS

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

1.6 MINORITY BUSINESS ENTERPRISE (MBE) (IF APPLICABLE)

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

1.7 CONFLICT OF INTEREST

The TO Contractor awarded the TOA shall provide IT 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.

1.8 NON-DISCLOSURE AGREEMENT

Certain system documentation may be available for potential Offerors to review at a reading room at 300 West Preston Street, Suite 307, Baltimore Maryland 21201. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement in the form of Attachment 7. 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 in the form of Attachment 8.

1.9 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.

1.10 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

The 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, maintenance, and support valued at \$1 million or greater, but all CATS II TOs are subject to review.

Attachment 9 is the TO Contractor Self-Reporting Checklist. DoIT will send initial checklists out to applicable TO Contractors approximately three months after the award date for a TO. The TO Contractor shall complete and return the checklist as instructed on the checklist. Subsequently, at six month intervals from the due date on the initial checklist, the TO Contractor shall update and resend the checklist to DoIT.

1.11 SMALL BUSINESS RESERVE

This is a Small Business Reserve (SBR) Procurement for which award will be limited to Certified Small Business vendors. Only businesses that meet the statutory requirements set forth in the State Finance and Procurement Article §14-501-14-505, Annotated Code of Maryland, and who are registered with the Department of General Services Small Business Reserve Program are eligible for award of a contract. Further information regarding SBR requirements can be found in this solicitation prior to Attachment 11 and on the Department of General Services (DGS) Website. <http://www.dgs.maryland.gov/smallbusiness/index.html>

Attachment 11- Small Business Affidavit must be signed and returned with the technical response to this TORFP.

SECTION 2 – SCOPE OF WORK

2.1 PURPOSE

DoIT along with the Department of Budget and Management (DBM), Office of Capital Budgeting (OCB) is issuing this CATS II TORFP to obtain maintenance and enhancement services for the Capital Budgeting Information System.

2.2 REQUESTING AGENCY INFORMATION

The OCB prepares the Governor's annual Capital Budget and develops the five-year Capital Improvement Program, exclusive of Department of Transportation projects. In order for the State to process its capital budget, all agencies are required to submit their capital budget requests to the DBM – OCB. The OCB makes capital budget recommendations to the Governor's Office and the Governor decides what should be presented to the General Assembly. The General Assembly then reviews the capital budget information, makes final budget decisions and enacts the capital budget.

2.3 ROLES AND RESPONSIBILITIES

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

TO Manager - The TO Manager has the primary responsibility for the management of the work performed under the TO Agreement; administration functions, including issuing written or oral directions for problem resolution, maintenance and enhancement of CBIS.

TO Contract Manager - TO Contractor Manager is the representative of the TO Contractor who oversees the personnel assigned under this TO. This representative will be the point of contact for managing and correcting any disputes related to this TO. This representative will also be responsible for the preparation and submittal of invoices by the due date defined in this TO as well as any other correspondence relating to this TO and its activities.

2.4 SYSTEM BACKGROUND AND DESCRIPTION

The State acquired services for the development of the current CBIS Capital Budgeting process, including development of software, testing, software installation, documentation and support. This new system was implemented into production in September 2004.

CBIS allows agencies to electronically submit capital budget requests from their desktops, through a web interface to a central database. OCB budget analysts review the request and update CBIS with the Governor's recommendations to the State Legislature. Following the legislative review, OCB staff enters the Governor's and legislature's decisions. All Capital Budget reports are also generated and printed from CBIS.

2.5 PROFESSIONAL DEVELOPMENT

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

2.6 REQUIREMENTS

2.6.1 TO CONTRACTOR PERSONNEL DUTIES AND RESPONSIBILITIES

At a minimum, the work to be accomplished by the TO Contractor personnel under this TORFP shall consist of the following:

A) Maintenance of CBIS System

- TO Contractor Personnel shall ensure that the CBIS application and Virtual Server's operating system, and all its database structure, remain compatible with existing OCB conditions and infrastructure, unless requested otherwise by the State. The State will control the anti-virus software on the system.
- TO Contractor Personnel shall ensure that the Training\prior-year\Development servers' operating system, and all its database structure, remain compatible with existing OCB conditions and infrastructure, unless requested otherwise by the State.
- TO Contractor Personnel shall update all system documentation as required.
- TO Contractor Personnel shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services, and to ensure system operation consistent with the Service Level Agreement. The TO Contractor Personnel shall also recommend hardware upgrades identified in the course of the providing services.
- CBIS performance – TO Contractor Personnel shall maintain a Service Level Agreement (SLA) that ensures:
 - CBIS is accessible for users to enter or modify data 164 hours a week (Sunday – Saturday)
- Production/Back up Servers – with TO Manager approval:
 - TO Contractor Personnel shall evaluate and install new software, upgrades, and/or patches related to operating system, support software, and utilities.
 - TO Contractor Personnel shall establish a baseline of performance, tracked quarterly going forward, to show incremental improvements to system performance.
 - TO Contractor Personnel shall make recommendations for performance improvement and implement as directed by the TO Manager.
 - TO Contractor Personnel shall produce and submit to the TO Manager a monthly report showing operational status, trends or irregularities.
- Training and Maintenance/Development Servers – with TO Manager Approval
 - TO Contractor Personnel shall evaluate and install new software, upgrades, and/or patches related to operating system, support software, and utilities.
- Database – With TO Manager Approval:
 - TO Contractor Personnel shall evaluate and install new software, upgrades, and/or patches related to the system database application.
 - TO Contractor Personnel shall perform weekly database maintenance activities during the regularly scheduled maintenance window including, but not limited to, archiving, purging, compressing and normalization. Make recommendations for changes to these procedures.
 - TO Contractor Personnel shall implement procedures, as directed and approved by the TO Manager, to facilitate automated database maintenance.
 - TO Contractor Personnel shall produce and submit to the TO Manager a monthly report showing operational status of the databases, trends or irregularities.
 - TO Contractor Personnel shall establish and perform database benchmark testing that reports database performance.
 - TO Contractor Personnel shall make recommendations for performance optimization and implement as directed by TO Manager.
- Maintenance Process

- TO Contractor Personnel shall develop and execute a transition plan for taking over the maintenance provided under the current contract.
- TO Contractor Personnel shall provide, 15 days subsequent to NTP, a six-month schedule of routine maintenance and testing activities. Subsequent schedules should be provided three weeks prior to the expiration of the previous schedule. All non-routine maintenance including, but not limited to, software upgrades, interim releases, and security patching, requiring downtime exceeding the standard maintenance window must be preauthorized by the TO Manager.
- TO Contractor Personnel shall evaluate the necessity of upgrades/patches to the CBIS software.
- TO Contractor Personnel shall notify the TO Manager of the criticality of any patch, upgrade, or interim software release prior to installation, and follow the Configuration Management procedure.
- TO Contractor Personnel shall follow the required guidelines, policies, and methodologies specified in Section 2.8 when making updates to the CBIS software. Examples of these processes include, but are not limited to:
 - TO Contractor Personnel shall establish and maintain development and test environments.
 - TO Contractor Personnel shall establish and maintain an accessible, complete copy of the prior year environment for OCB to access as necessary.
 - TO Contractor Personnel shall perform system, regression, performance, and security testing prior to any updates to CBIS. The TO Manager shall participate in User Acceptance Testing (UAT) as necessary and utilize the output of UAT for final approval.
 - TO Contractor Personnel shall establish and maintain a software and document configuration library and execute version control.
- Following the Configuration Management procedure, the TO Contractor Personnel shall obtain TO Manager approval of all maintenance fixes prior to installation on CBIS.

B) Problem Resolution

- TO Contractor Personnel shall provide ongoing system technical support to include telephone and on-site assistance with CBIS. This will be utilized on an as-needed basis, and will be paid based on hours estimated by the TO Contractor and approved by the TO Manager.
- TO Contractor Personnel shall ensure that CBIS is down only for minimal time (fewer than four hours per incident) to address a reported problem, but only if the outage is not related to the hosting environment or that access to the hosting environment is required to address the outage.
- TO Contractor Personnel shall provide a call tracking system for all calls made by the TO Manager or designated representative to the technical support center. Each call must be assigned a unique “trouble ticket number.” The ticket number will be given to the TO Manager for tracking purposes.
- TO Contractor Personnel shall resolve any issues that occur from system failover and/or subsequent recovery not related to the host environment.
- Problem Resolution Process
 - The TO Manager shall notify the TO Contractor of problem incidents by telephone or e-mail. The State assigns incident priority and reserves the right to alter the assigned priority of problem incidents up or down as the need arises, and will notify the TO Contractor appropriately. If the priority is altered by the State, the response timeframe applicable to the altered assignment applies. Elapsed time will be calculated beginning with the time of the revised notification.
 - The TO Manager shall provide the TO Contractor with the information sources below. These items will be provided no later than the initial kickoff meeting after contract award:
 - System Documentation, including CBIS User Manual, Technical Detail Architecture Document, Failover Recovery Plan, Quality Assurance Plan, Security Plan, Configuration Management Plan, Release Management Procedure, Change Management Procedure, and System Design Document.

- As applicable and available:
 - Program source code for CBIS
 - Copy of the current database in electronic format
 - Reports as available
 - Any updates to the State policies and regulations that affect this Contract.
 - The TO Contractor Personnel shall follow the State's Configuration Management Plan when making updates to the CBIS software.
- C) Enhancement Request and Development includes, but is not limited to the following:
 - TO Contractor Personnel shall develop reports as directed by the TO Manager
 - TO Contractor Personnel shall add database fields as directed by the TO Manager
 - TO Contractor Personnel shall perform minor changes to the application such as
 - Add/Change field labels
 - Modify/create Dynamic Link Libraries (dlls)
 - Modify/create stored procedures.
 - TO Contractor Personnel shall follow the Enhancement Request Process
 - The TO Manager shall e-mail a request to the TO Contractor to provide services. The request will include at a minimum:
 - The due date and time for submitting a response;
 - Technical requirements and description of the services needed;
 - Performance objective and/or deliverables, as may be applicable; and
 - Testing, Acceptance, Performance and Warranty Periods.
 - TO Contractor shall e-mail a response to the TO Manager within the specified due date and time that shall include at a minimum:
 - A detailed written description of any work to be subcontracted, the name and address of any proposed subcontractor(s), and the proposed contractual agreement with the subcontractor;
 - A proposed approach to satisfying the requirements of the task and development of task deliverable;
 - A response to the description of the service that details the TO Contractor's understanding of the work;
 - A narrative description of the proposed work plan. This description shall include a schedule of resources and related tasks, including an explanation of how these tasks will be completed;
 - Identification of those activities or phases that can be completed independently or simultaneously versus those that must be completed before another activity or phase can commence;
 - The personnel resources, including those of any subcontractors, and estimated hours to complete the task; and
 - The maximum time needed to complete the services required.
 - The TO Manager will review the response and will either approve the work and provide a NTP or contact the TO Contractor to obtain additional information, clarification or revision to the response. If satisfied, the TO Manager will then issue the NTP.
 - The TO Contractor shall follow configuration management procedures when making approved enhancements to the CBIS software.
- D) Monthly Status Meetings and Reporting
 - The TO Contractor and DoIT shall conduct monthly status meetings. A monthly status report shall be submitted via email by the TO Contractor Personnel to the TO Manager three (3) days in advance of the meeting and shall contain, at the minimal, the following information:
 - a. TO Requesting Agency Name, TO Agreement number, functional area name (e.g., Maintenance, Problem Resolution, or Enhancement) and number, reporting period and "Status Report" to be included in the email subject line.
 - b. Work accomplished during the monthly period, broken-down into the following categories:

- i. Maintenance work performed
 - 1. Patches/upgrades applied
- ii. Enhancement work performed
 - 1. Deviation from the work plan
 - 2. Deliverable progress
- iii. Problem resolution work performed
 - 1. Problem areas
 - 2. Problems resolved/unresolved during period, with associated ticket numbers
- c. Planned activities, such as upcoming maintenance or upgrades, for the next reporting period
- d. A financial accounting report for work performed during the current reporting period.
- e. Any other issues that require the attention of the TO Manager.

2.6.2 WORK HOURS

- A) The TO Contractor’s assigned personnel will work an eight-hour day (8:00 AM to 5 PM), Monday through Friday except for State holidays. Once assigned, and once personnel have demonstrated an understanding of the DoIT infrastructure, they will also be required to participate in a rotating on-call schedule, providing emergency non-business hours support. Typically, personnel are required to be on-call 24 hours a day for a seven-day period, one week out of every four to five weeks.
- B) Services may also involve some evening and/or weekend hours performing planned system maintenance in addition to core business-day hours. Hours spent performing system maintenance during the evening or weekend would be billed on actual time worked at the rates proposed.

2.6.3 SERVICE LEVEL AGREEMENT

Level	Category	Response Time	Resolution Time	Response Availability	Comments
4	Critical	1 Hour or less	Within 4 hours	7 days/week, 24 hours a day	The issue causes the systems or users to be unable to work or perform some significant portion of CBIS process
3	Urgent	8 hours or less	By Next business day (with 24 hours)	5 days/week, Mon-Fri, 7:30 AM – 5:00 PM	The issue causes the systems or users to be unable to work or perform some significant portion of CBIS process
2	Routine	With 5 days or less	Within one week or as Agreed by Project Manager	5 days/week, Mon-Fri, 7:30 AM – 5:00 PM	The issue causes the users to be unable to perform some small portion of the CBIS process. This may also include questions and requests for information
1	Low	30 days or less	As Agreed by Project Manager	5 days/week, Mon-Fri, 8:00 AM-5:00 PM	This issue is typically a request for service with ample lead time. This may also

					include questions and requests for information
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The penalties for non-compliance with the SLA are as follows:

- Failure to successfully resolve a Level 4 Critical issue within the time given under the SLA shall result in a 5% payback of that month’s regular invoice, beginning 10 minutes after the time allotted for resolution. Another 2 % penalty will be assessed for every 10 minutes the issue goes unresolved.
- Failure to successfully resolve a Level 3 Urgent issue within the time under the SLA shall result in a 2% payback of the agreed upon chargeable hours to resolve the issue beginning 30 minutes after the time allotted for resolution. Another 2% penalty will be assessed for every 60 minutes the issue goes unresolved.
- Failure to successfully resolve a Level 2 Routine issue within the time given under the SLA shall result in a 2% payback of the agreed upon chargeable hours to resolve the issue beginning 4 business hours after the time allotted for resolution. Another 2% penalty will be assessed for every 8 business hours the ticket goes unresolved.
- Failure to successfully resolve a Level 1 Low issues within the time given under the SLA shall result in a 2% payback of the agreed upon chargeable hours to resolve the issue beginning 8 hours after the time allotted for resolution. Another 2% penalty will be assessed for every 16 hours the issue goes unresolved.

2.6.4 PERFORMANCE EVALUATION

TO Contractor personnel will be evaluated by the TO Manager on a quarterly basis for each assignment performed during that period. The established performance evaluation and standards are included as Attachment 6. Performance issues identified by the agency are subject to the mitigation process described in Section 2.6.5 below.

2.6.5 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 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 to the TO Contractor or request immediate removal of the individual whose performance is at issue.

2.6.6 SUBSTITUTION OF PERSONNEL

The procedure for substitution of personnel is as follows. 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 replacement personnel specifying their intended approved labor category. All proposed substitute personnel shall have qualifications equal to or better than those of the original/current 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, or review of the resume(s), the TO Manager shall notify the TO Contractor of acceptance or denial of the requested substitution.

2.6.7 BACKUP / DISASTER RECOVERY

The TO Contractor shall perform regular backups of the five (5) current servers which are used to maintain the CBIS system. This shall include daily incremental backups and full weekly backups of all volumes of servers. The TO Contractor shall retain daily backups for one month, and weekly backups for two (2) years. All backup media will be stored off-site by the TO Contractor. System/OS backups for each of the listed servers will be on a quarterly basis, with two (2) additional during the year, for a total of six (6) system backups per server.

2.6.8 HARDWARE, SOFTWARE, AND MATERIALS

Any hardware, software and/or associated materials identified during the course of the TOA as required for maintenance or enhancement of the CBIS system must be reported in the TO Contractor's monthly status report. If the TO Contractor is requested by the TO Manager to acquire any materials, costs must be passed through to DoIT with no mark-up.

2.7 DELIVERABLES

Deliverables	Acceptance Criteria	Due
Technical Detail Architecture Document	All changes from enhancement to be incorporated in documentation and will be approved by TO Manager	One month after any enhancement has changed this document
Design Document	All changes from enhancement to be incorporated in documentation and will be approved by TO Manager	One month after any enhancement has changed this document
Quality Assurance Plan	All changes from enhancement to be incorporated in documentation and will be approved by TO Manager	One month after any enhancement has changed this document
Security Plan	All changes from enhancement to be incorporated in documentation and will be approved by TO Manager	One month after any enhancement has changed this document
Failover Recovery Plan	All changes from enhancement to be incorporated in documentation and will be approved by TO Manager	One month after any enhancement has changed this document
Configuration Management Plan	All changes from enhancement to be incorporated in documentation and will be approved by TO Manager	One month after any enhancement has changed this document
Maintenance Transition Plan	Microsoft Word document(s) that describes Transition. The document shall contain information such as resources, transition schedule, management controls, and reporting procedures.	NTP + 15 days Approved by TO Manager
Six Month Schedule of Routine Maintenance	Microsoft Word or Microsoft Excel document that contains a schedule listing, dates, times and tasks to be performed in the routine maintenance and will be approved by the TO Manager	NTP + 15 days. Subsequent schedule received three weeks prior to the end of the current schedule Approved by TO Manager
Status reports	Will need to have all work completed, split by task and individual with the hours worked, split by Maintenance/enhancement/problem resolution which will be Approved by TO Manager	Monthly (by the 7 day of the next month)
End-of TO Agreement Transition	TO Contractor shall support end-of-TO transition to new TO Contractor with a Transition Plan that includes, but is not	60 Days prior to the end of TO Contract.

	limited to: a) report of any outstanding deliverables and mitigation and b) a schedule for completing all services and/or deliverables. The Plan shall be provided 60 days prior to the end of this TO Contract and approval by TO Manager	
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2.8 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES

The TO Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology projects, which may be created or changed periodically. The TO Contractor shall adhere to, and remain abreast of, current, new, and revised laws, regulations, policies, standards and guidelines affecting project execution. The following policies, guidelines and methodologies can be found at <http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx> under “Policies and Guidance.” These 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 of Maryland Enterprise Architecture

The following are other guidelines and methodologies that are currently part of CBIS management. The TO Contractor will be expected to familiarize themselves with these documents and procedures, and if selected for award, will be expected to maintain these documents. These documents may be requested in electronic format from the TO Procurement Officer.

- CBIS Failover recovery Plan
- CBIS Configuration Management Plan
- CBIS Quality Assurance Plan
- CBIS Security Plan
- CBIS Technical Detail Architecture Document
- CBIS Design Document

2.9 TO CONTRACTOR PERSONNEL MINIMUM QUALIFICATIONS

The following minimum qualifications are mandatory. The Master Contractor’s staff, as a team, must demonstrate:

- Minimum of 5 years of experience in Microsoft Visual Studio.NET 2008, Enterprise Architect Edition
- Minimum of 5 years of experience in Microsoft C#.NET 3.0
- Minimum of 5 years of experience in Microsoft ASP.NET 3.5
- Minimum of 3 years of experience in Microsoft Internet Information Services 5.0
- Minimum of 3 years of experience in Microsoft Internet Information Services 6.0
- Minimum of 5 years of experience in Microsoft.NET Framework SDK3.5
- Minimum of 5 years of experience in Microsoft SQL Server 2008, Standard Edition – SP3
- Minimum of 5 years of experience in Microsoft Visual SourceSafe 6.0d
- Minimum of 3 years of experience in eHelp RoboHelp Online Help System
- Minimum of 3 years of experience in Alchemy Labs Alchemy Eye Monitoring Software
- Minimum of 3 years of experience in Microsoft Enterprise library 4.1
- Minimum of 5 years of experience in Crystal Reports.NET 11

2.10 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 as described herein. The TO Contractor shall demonstrate, in its proposal, that it either possesses such expertise in-house or has fostered strategic alliances with other firms for providing such services.

2.11 INVOICE SUBMISSION

Three (3) copies of each invoice will be submitted by the TO Contractor to the TO Manager, via USPS, on a monthly basis by the 15th business day of each month for all work completed in the previous month.

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS II Master Contract. Proper invoices for payment shall contain the TO Contractor's Federal Employer Identification Number (FEIN), as well as the information described below, and must be submitted to the TO Manager for payment approval.

2.11.1 INVOICE FORMAT

- A proper invoice shall identify DoIT as the TO Requesting Agency, descriptions of deliverables completed during the period being invoiced, associated TOA number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number.
- The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees, including detail of work hours and any applicable Acceptance of Deliverable forms submitted for payment to Department of Information Technology at the following address:

Anne M. Seek
DoIT, TO Manager
300 W. Preston Street, Room 307
Baltimore, Maryland 21201

- The invoice 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. Any invoice submitted after the 60 calendar day period will not be paid.

2.11.2 MBE PARTICIPATION REPORTS (IF APPLICABLE)

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

SECTION 3 - TO 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 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. The TO Proposal shall provide the following:

3.2.1 THE TECHNICAL PORTION OF THE TO PROPOSAL SHALL INCLUDE:

A) Proposed Services

- 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.

B) Proposed Personnel

- 1) Identify and provide resumes for all proposed personnel by labor category.
- 2) Certification that all proposed personnel meet the minimum qualifications required in Section 2.9.
- 3) Complete and provide with technical response, Attachment 5 – Labor Category Personnel Resume Summary.
- 4) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TOA.

C) MBE Participation (if applicable)

- 1) Submit completed MBE documents Attachment 2 - Forms D-1 and D-2 (only if offering participation on this TORFP).

D) Subcontractors

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

E) Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide three (3) examples of work assignments that the TO Contractor has completed that were similar in scope to the one defined in this TORFP. Each of the three (3) examples, must include a reference 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; and

- e) Whether the proposed personnel are still providing these services and, if not, an explanation of why services are no longer provided 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 available renewal options were exercised; and
 - g) The State employee contact person (name, title, telephone number and e-mail address).
- F) State Assistance
- 1) Provide an estimate of expected participation in the project 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) 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) Completed Financial Proposal - Attachment 1 including:

The Master Contractor should indicate on Attachment 1 the appropriate Labor Category being proposed, and the Fixed Hourly Labor Category Rate. Proposed rates are **fully loaded** and not to exceed the rates defined in the Master Contract.

SECTION 4 - PROCEDURE FOR AWARDING A TO 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 TOA award determination, DoIT 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:

- The Master Contractor's proposed solution and understanding of the TORFP Scope of Work based on the required response in Section 3.2.1.A.
- Personnel experience required in Section 3.2.1.B.

4.3 SELECTION PROCEDURES

- 4.3.1 TO Proposals will be assessed throughout the evaluation process for compliance with the minimum personnel qualifications in Section 2.9 and quality of responses to Section 3.2.1 of the TORFP. Master Contractor proposals that fail to meet the minimum qualifications will be deemed not reasonably susceptible for award, i.e., disqualified and their proposals eliminated from further consideration.
- 4.3.2 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.
- 4.3.3 The State will conduct interviews of all personnel proposed in each TO Proposal that meets minimum qualifications.
- 4.3.4 Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.
- 4.3.5 The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, technical merit has greater weight than price.

4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

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

ATTACHMENT 1 - PRICE PROPOSAL

PRICE PROPOSAL FOR CATS II TORFP # F50B2400010
LABOR CATEGORIES

Labor Categories	A	B	C
	Hourly Labor Rate	Total Class Hours (Annual)	Total Proposed CATS TORFP Price
(Insert Proposed Labor Categories for this TORFP)			
YEAR 1 (NTP – 5/31/13)			
Maintenance			
	\$		\$
	\$		\$
	\$		\$
Maintenance Totals (Total Class Hours & Price)		300*	\$
Problem Resolution			
	\$		\$
	\$		\$
	\$		\$
Problem Resolution Totals (Total Class Hours & Price)		250*	\$
Enhancement and Development			
	\$		\$
	\$		\$
	\$		\$
	\$		\$
Enhancement and Development Totals (Total Class Hours & Price)		400*	\$
Total YEAR 1			\$

Labor Categories	A	B	C
(Insert Labor Categories for this TORFP)_	Hourly Labor Rate	Total Class Hours (Annual)	Total Proposed CATS TORFP Price
YEAR 2 (6/1/2013 – 5/31/14)			
Maintenance			
	\$		\$
	\$		\$
	\$		\$
Maintenance Totals (Total Class Hours & Price)		300*	\$
Problem Resolution			
	\$		\$
	\$		\$
	\$		\$
Problem Resolution Totals (Total Class Hours & Price)		250*	\$
Enhancement and Development			
	\$		\$
	\$		\$
	\$		\$
	\$		\$
Enhancement and Development Totals (Total Class Hours & Price)		400*	\$
Total YEAR 2			\$
TOTAL YEARS 1 & 2			\$

*Note: The hours noted in this Column B are estimated hours that will be used for financial evaluation purposes.

Authorized Individual Name

Company Name

Title

Company Tax ID #

MUST 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 # F50B2400010

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. F50B2400010, 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 a 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

(IF APPLICABLE) 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 F50B2400010	
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: _____

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	
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 # F50B2400010, I state the following:

- 6. Offeror identified opportunities to subcontract in these specific work categories:

- 7. Attached to this form are copies of written solicitations (with bidding instructions) used to solicit certified MBEs for these subcontract opportunities.

- 8. Offeror made the following attempts to contact personally the solicited MBEs:

- 9. Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements.
(DESCRIBE EFFORTS)

- This project does not involve bonding requirements.

- 10. Offeror did/did not attend the pre-proposal conference
 No pre-proposal conference was held.

_____	By:	_____
Offeror Name		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. F50B2400010, 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 # F50B2400010 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:

Anne Seek DoIT 301 W. Preston St. Baltimore, MD 21201 Anne.Seek@maryland.gov	DoIT MBE DoIT 45 Calvert St. Annapolis, MD 21401 MBE.DoIT@maryland.gov
--	--

Signature: _____ Date: _____

SUBMIT AS REQUIRED - 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 # F50B2400010 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:

Anne Seek DoIT 301 W. Preston St. Baltimore, MD 21201 Anne.Seek@maryland.gov	DoIT MBE DoIT 45 Calvert St. Annapolis, MD 21401 MBE.DoIT@maryland.gov
--	--

Signature: _____ Date: _____

Submit as required in TO Contractor MBE Reporting Requirements

ATTACHMENT 3 - Task Order Agreement

CATS II TORFP # F50B2400010 OF MASTER CONTRACT # 060B9800035

This Task Order Agreement (“TO Agreement”) is made this day of Month, 2012 by and between MASTER CONTRACTOR and the STATE OF MARYLAND, Department of Information Technology.

IN CONSIDERATION of the mutual premises and the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
 - a. “Agency” means the Department of Information Technology, as identified in the CATS II TORFP # F50B2400010.
 - b. “CATS II TORFP” means the Task Order Request for Proposals # F50B2400010, dated March 15, 2012, including any addenda.
 - c. “Master Contract” means the CATS II Master Contract between the Maryland Department of Information Technology and MASTER CONTRACTOR dated _____.
 - d. “TO Procurement Officer” means Donna Ziegenhein. 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 the Department of Information Technology and MASTER CONTRACTOR.
 - f. “TO Contractor” means the CATS II Master Contractor awarded this TO Agreement, whose principal business address is _____.
 - g. “TO Manager” means Anne Seek 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. 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 May 31, 2014.

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 Department of Information Technology

By: Donna Ziegenhein, TO Procurement Officer

Date

Witness: _____

ATTACHMENT 4 - CONFLICT OF INTEREST DISCLOSURE AND AFFIDAVIT

A. "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

B. "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, Offeror, Contractor, consultant, or subcontractor or sub consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.

C. The bidder or Offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):

E. The bidder or Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or Offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or Offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

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

Date: _____ By: _____
(Authorized Representative and Affiant)

MUST SUBMIT AS A .PDF FILE WITH TECHNICAL RESPONSE

ATTACHMENT 5 - Labor Category 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 Technical 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. The summary is required provided with the technical proposal and to be signed 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 3 months experience, you must provide the dates from and to showing an amount of time that equals or exceeds mandatory time requirement.

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 CATEGORY PERSONNEL RESUME SUMMARY
(CONTINUED)**

Proposed Individual's Name/Company:	How does the proposed individual meet each requirement?
LABOR CATEGORY TITLE – (INSERT LABOR CATEGORY NAME)	
Education: (Insert the education description from the CATS II RFP from section 2.10 for the applicable labor category.)	
Experience: (Insert the experience description from the CATS II RFP from section 2.10 for the applicable labor category.)	
Duties: (Insert the duties description from the CATS II RFP from section 2.10 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

**MUST SUBMIT WITH TO TECHNICAL RESPONSE
SIGNATURE OF CANDIDATE REQUIRED AT THE TIME OF THE INTERVIEW**

ATTACHMENT 6 – PERFORMANCE EVALUATION

Evaluation Month & Year:		
Employee Name:		
TO Contractor Name:		
TO Contractor Contact:		
DoIT TO Manager:		
TO Requesting Agency:	Department of Information Technology	
TO Agreement Name:	Capital Budget Information System Maintenance	
TO Agreement #:	F50B2400010	
The information below shall be completed by the TO Manager or Designee and returned to the TO Contractor		
PROJECT PERSONNEL PERFORMANCE RATING*		
Performance Area	Satisfactory	Unsatisfactory
Attendance / Timeliness		
Work Productivity		
Work Quality		
Teamwork		
Communication		
Customer Service		
*Project Personnel should maintain a “Satisfactory” rating for each performance area. For any unsatisfactory ratings, the TO Manager may invoke the Mitigation Procedures for Unsatisfactory Performance as defined in Section 2.6.5 of TORFP. The TO Manager also may indicate “rejected” below and withhold payment pending employee performance mitigation or employee substitution.		
Employee performance overall is accepted.	Employee performance overall is rejected (for reasons indicated below).	
REASON(S) FOR UNSATISFACTORY EMPLOYEE PERFORMANCE RATING/S:		

ATTACHMENT 7 - NON-DISCLOSURE AGREEMENT (OFFEROR)

This Non-Disclosure Agreement (the "Agreement") is made this ___ day of _____ 2012, 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 # F50B2400010 for Capital Budget Information System Maintenance. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to this project. 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 referenced above, OFFEROR agrees as follows:

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

ATTACHMENT 8 - NON-DISCLOSURE AGREEMENT (TO Contractor)

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made as of this ___ day of _____, 2012, by and between the State of Maryland (“the State”), acting by and through its Department of Information Technology (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 Capital Budget Information System Maintenance TORFP No. F50B2400010 dated _____, (the “TORFP”) issued under the Consulting and Technical Services II 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 this project (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.

Contractor/Contractor's Personnel:

Name: _____

Title: _____

Date: _____

Department of Information Technology:

Name: _____

Title: _____

Date: _____

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

EXHIBIT A

**TO CONTRACTOR'S EMPLOYEES AND AGENTS WHO WILL BE GIVEN ACCESS TO THE
CONFIDENTIAL INFORMATION**

**Printed Name and Address
of Employee or Agent**

Signature

Date

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

ATTACHMENT 9 – 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	
A) Was the original TORFP (Task Order Request for Proposals) structured to link invoice payments to distinct deliverables with specific acceptance criteria? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, skip to Section 2.)	
B) Do TO invoices match corresponding deliverable prices shown in the accepted Financial Proposal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____	
C) Is the deliverable acceptance process being adhered to as defined in the TORFP? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____	
Section 2 – Task Orders with Invoices Linked to Time, Labor Rates and Materials	
A) If the TO involves material costs, are material costs passed to the agency without markup by the Master Contractor? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____	
B) Are labor rates the same or less than the rates proposed in the accepted Financial Proposal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____	
C) Is the Master Contractor providing timesheets or other appropriate documentation to support invoices? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____	
Section 3 – Substitution of Personnel	
A) Has there been any substitution of personnel? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, skip to Section 4.)	
B) Did the Master Contractor request each personnel substitution in writing? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____	
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) _____	

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) _____

ATTACHMENT 10 – 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: _____

MUST BE SIGNED & INCLUDED WITH YOUR TECHNICAL RESPONSE

NOTICE TO BIDDER
SMALL BUSINESS RESERVE PROCUREMENT

This is a Small Business Reserve Procurement for which award will be limited to Certified Small Business vendors. Only businesses that meet the statutory requirements set forth in State Finance and Procurement Article, § 14-501 - 14-505, Annotated Code of Maryland, and who are registered with the Department of General Services Small Business Reserve Program are eligible for award of a contract.

For the purposes of a Small Business Reserve Procurement, a small business is a business, other than a broker, that meets the following criteria:

The business is independently owned and operated;

- The business is not a subsidiary of another business;
- The business is not dominant in its field of operation;
- The **wholesale** operations of the business did not employ more than 50 persons, and the gross sales of the business did not exceed an average of \$4,000,000 in its more recently completed 3 fiscal years;*
- The **retail** operations of the business did not employ more than 25 persons, and the gross sales of the business did not exceed an average of \$3,000,000 in its most recently completed 3 fiscal years;*
- The **manufacturing** operations of the business did not employ more than 100 persons, and the gross sales of the business did not exceed an average of \$2,000,000 in its most recently completed 3 fiscal years;*
- The **service** operations of the business did not employ more than 100 persons, and the gross sales of the business did not exceed an average of \$10,000,000 in its more recently completed 3 fiscal years;* and
- The **construction** operations of the business did not employ more than 50 persons, and the gross sales of the business did not exceed an average of \$7,000,000 in its most recently completed 3 fiscal years.*
- The **architectural and engineering** operations of the business did not employ more than 100 persons, and the gross sales of the business did not exceed an average of \$4,500,000 in its most recently completed 3 fiscal years*.

* If a business has not existed for three years, the gross sales average is computed for the period of the business's existence. For newly formed businesses the determination will be based upon employment levels and projected gross sales.

Further information on the certification process is available on the Department of General Services Webpage under the small business tab.

Link: <http://www.dgs.maryland.gov/smallbusiness/index.html>

**ATTACHMENT 11
SMALL BUSINESS CONTRACT AFFIDAVIT**

***** PROVIDING FALSE INFORMATION *****

Anyone providing false information to the State of Maryland in connection with obtaining or attempting to obtain a contract under Small Business Reserve or Preference procurement may be subject to the following:

1. A determination by a Procurement Officer that a bidder/offeror is not responsible;
2. A determination that a contract entered into is void or voidable under § 11-204 of the State Finance and Procurement Article of the Annotated Code of Maryland;
3. Suspension and debarment under Title 16 of the State Finance and Procurement Article;
4. Criminal prosecution for procurement fraud (§ 11-205.1 of the State Finance and Procurement Article), perjury, or other crimes; and
5. Other actions permitted by law.

***** FAILURE TO MEET MINIMUM QUALIFICATIONS *****

Any Bidder or potential bidder failing to meet the qualifications of a "small business" specified in § 14-501(c) of the State Finance and Procurement Article will be ineligible to participate in a procurement designated for a Small Business Reserve under § 14-504 or Small Business Preference under § 14-206 - 207. Any person or company bidding on Small Business Reserve or Preference procurement and not qualifying as a small business under § 14-501(c) will have its bid or offer rejected on the ground that the bidder is not responsible.

I AFFIRM THAT:

To the best of my knowledge, information, and belief, as of the date of submission of this Bid/Proposal, _____ (name of firm) meets the qualifications for certification as a Small Business in Maryland. I further affirm that, if for any reason during the term of the contract _____ (name of firm) no longer meets the qualifications for certification as a Small Business in Maryland, I will notify the Procurement Officer within 30 days. I agree that a failure to so notify the Procurement Officer of this change in circumstances may result in this contract being terminated for default.

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.

SMALL BUSINESS QUALIFICATION NUMBER _____

Date of Most Recent Qualification _____

DATE: _____

BY: _____

Signature (Authorized Representative and Affidavit)

**MUST BE SIGNED AND INCLUDED WITH YOUR TECHNICAL
RESPONSE**