



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

**Department of Information Technology
Computer Aided Dispatch/Records Management Service (CAD/RMS)
Project Personnel Support Services**

CATS II TORFP # F50B3400051

DEPARTMENT OF INFORMATION TECHNOLOGY (DOIT)

ISSUE DATE: March 21, 2013

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KEY INFORMATION SUMMARY SHEET

This CATS II 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:	Computer Aided Dispatch/Records Management Service (CAD/RMS) Project Personnel Support Services
FUNCTIONAL AREA:	Functional Area 6 – Systems/Facilities Management and Maintenance
TORFP ISSUE DATE:	3/21/2013
Closing Date and Time:	04/17/2013 @ 2:00 PM
TORFP Issuing Office:	DoIT
Questions and Proposals are to be sent to:	Email Address: donna.ziegenhein@maryland.gov
TO Procurement Officer	Donna Ziegenhein Office Phone: 410-260-7627 Office Fax: 410-974-5615 Email: donna.ziegenhein@maryland.gov
TO Manager:	Lt. Tawn Gregory Office Phone: 410-653-4275 Email: tawn.gregory@maryland.gov
Project Number:	F50B3400051
TO Type:	Time and materials
Period of Performance:	NTP – 5/31/2014
MBE Goal:	30 % with sub-goals of 8 % for Women-owned, and 7% of African American-owned
Small Business Reserve (SBR):	No
Place of Performance:	Maryland State Police Headquarters 1201 Reisterstown Road, Pikesville, MD 21208
State Furnish Work Site and/or Access to Equipment, Facilities or Personnel:	1201 Reisterstown Road, Pikesville, MD 21208
TO Pre-Proposal Conference:	4/1/2013 at 11:00 AM Local Time DoIT State of Maryland 45 Calvert Street , Room 164 Annapolis, MD 21401 See Attachment 5 for directions.

SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

The TO Procurement Officer has the primary responsibility for the management of the Task Order Request for Proposal (TORFP) process, for the resolution of TO Agreement (TOA) scope issues, and for authorizing any changes to the TOA.

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

1.2 TO AGREEMENT

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

1.3 TO PROPOSAL SUBMISSIONS

Proposals shall be submitted electronically **ONLY** to the TO Procurement Officer and email address shown in the Key Information Summary Sheet. The TO Procurement Officer will not accept submissions after the date and exact closing time as stated in the Key Information Summary Sheet. The time will be the local DoIT system time stamp on the incoming email as received by the TO Procurement Officer. Time stamps on outgoing email from Master Contractors shall not be accepted. The TO Proposal is to be submitted via email in three separate files. See below for details.

The response to this TORFP shall be submitted as three separate emails as follows:

Email #1: Technical Proposal

- Subject line: "CATS II TORFP # F50B3400051" – Technical Proposal
- Attach the Technical Proposal as a single file to this email.

Email #2: Price Proposal

- Subject line: "CATS II TORFP # F50B3400051" – Price Proposal
- Attach a **signed** Price Proposal (TORFP Attachment 1) as a file to this email.

Email #3: Proposal Attachments

- Subject line: "CATS II TORFP # F50B3400051" – Proposal Attachments
- Attach the **signed** *Conflict of Interest and Disclosure Affidavit* (TORFP Attachment 3) in .PDF format
- Attach the **signed** *Non-Disclosure Agreement (Master Contractor)* (TORFP Attachment 8) in .PDF format
- Attach the **signed** *Living Wage Affidavit* (Attachment 10 to the CATS II Master Contract RFP) in .PDF format
- Attach the **signed** MBE Forms D-1 and D-2 (TORFP Attachment 11) in .PDF format
- Attach the **signed** Labor Category Personnel Resumes (Attachment 4)

*Note - DoIT has a 10 Mb size limit on each email. Each of the three (3) emails above shall be under that limit, if additional emails are required, be sure to indicate how many total emails are being submitted for example (email # 1 of 3, #2 of 3 and #3 of 3 etc).

1.4 ORAL PRESENTATIONS

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

1.5 MINORITY BUSINESS ENTERPRISE (MBE)

The MBE goal for this TORFP is 30 percent with sub-goals for Women-owned of 8 percent and African American-owned of 7 percent. A Master Contractor that responds to this TORFP shall complete, sign, and submit all required MBE documentation. Attachment 11 - Forms D-1 and D-2 MUST be submittal with the technical proposal.

Failure of the Master Contractor to complete, sign, and submit required MBE documentation at the time it submits it's TO Proposal shall result in the State's rejection of the Master Contractor's TO Proposal.

1.6 CONFLICT OF INTEREST

The TO Contractor awarded the TO Agreement shall provide services for DoIT or component programs with the agency, and must do so impartially and without any conflicts of interest. Each Master Contractor shall complete and include a Conflict of Interest Affidavit and Disclosure form included as Attachment 3 to 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 shall be aware that the State Ethics Law, State Government Article, §15-508, might limit the selected Master Contractor's ability to participate in future related procurements, depending upon specific circumstances.

1.7 NON-DISCLOSURE AGREEMENT

Certain system documentation may be available for potential Offerors to review at a reading room at Department of Information Technology, 45 Calvert St., Annapolis, MD 21401. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) 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 (TO Contractor) in the form of Attachment 8.

1.8 LIMITATION OF LIABILITY CEILING

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

1.9 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

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. This process shall apply to active TOs for operations, maintenance, and support valued at \$1 million or greater. 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.

SECTION 2 – SCOPE OF WORK

2.1 PURPOSE

DoIT is issuing this CATS II TORFP on behalf of the Maryland State Police (MSP) to obtain up to ten (10) resources to support the Computer Aided Dispatch (CAD) and Records Management System (RMS) CAD/RMS project. DoIT will award this task order to one (1) Master Contractor.

Given the sensitivity of data associated with this project, the TO Contractor Personnel assigned to this project shall comply with the requirements of CATS II Master Contract, Section 2.4.3.2, Security Requirements **and** sign Non-Disclosure Agreements as described in Section 1.7 above.

Support functions include, but are not limited to:

- Providing desktop support for the Microsoft operating system (multiple) and Microsoft Office,
- Providing support for MSP's CAD/RMS System,
- Performing user account maintenance – creating new accounts, managing system access roles, changing passwords, disabling accounts,
- Providing expert end-user assistance,
- Sending relevant system correspondence to agencies,
- Documenting (or enhancing existing documentation of) State's processes and procedures,
- Assisting with various system (Google, CAD/RMS) rollout activities,
- Monitoring and responding to requests for support,
- Developing, enhancing, maintaining and supporting mission critical business applications for DoIT and MSP throughout the State. They will also support client/server and web-based systems as currently needed or in the future.

2.2 REQUESTING AGENCY INFORMATION

DoIT supports Maryland's Executive Branch agencies through its leadership as a principal procurement unit and in establishing the State's strategic direction for IT and telecommunications. This task is accomplished by establishing a long range target for technology architecture, encouraging cross-Agency collaboration, and advocating best practices for operations and project management. Because of DoIT's unique position, it is able to identify and promulgate opportunities for State agencies to become more efficient, reduce costs, maximize the State's investment in IT and telecommunication assets, and better serve the citizens of Maryland.

The Mission of the Maryland State Police is to protect the citizens of the State of Maryland from foreign and domestic security threats, to fight crime, and to promote roadway safety by upholding the laws of the State of Maryland. This will be accomplished through aggressive patrol, investigation, intelligence gathering and interdiction efforts; and by providing leadership and assistance to state and local agencies.

2.3 MANAGEMENT ROLES AND RESPONSIBILITIES

- A) **TO Procurement Officer** - The DoIT staff person named in the Key Information Summary Sheet responsible for managing the procurement process resulting in a TO Agreement for project personnel for the CAD/RMS Project;
- B) **TO Manager** - The TO Manager for this procurement will be the Senior Program Manager (SPM) for the CAD/RMS project. The SPM is responsible for overseeing the work required under the TO Agreement and approval of deliverables;
- C) **TO Contractor** - Master Contractor awarded a TO Agreement to provide TO Project Personnel. The TO Contractor shall provide the project personnel and shall report to the TO Manager;

D) TO Contractor Personnel - The personnel assigned by the TO Contractor for staffing services according to this TORFP, reporting to the TO Manager.

2.4 PROJECT BACKGROUND AND DESCRIPTION

In 2010, the State selected a CAD/RMS solution, proposed by InterAct, to effectively coordinate agency and statewide public safety information sharing for operations, reporting, antiterrorism and homeland security activities. MSP, and the other participating State agencies, understands that immediate access to information is a critical component of effective policing and ensuring public safety. The new system shall provide timely, accurate, complete and up to date information on demand to police dispatchers, responding officers, detectives, and command staff to ensure tactical and strategic response and planning.

Hardware used at the State includes, but is not limited to, various Dell and HP models for desktop and laptop computers and monitors, Panasonic Toughbooks, HP printers (local and networked), multi-function copiers (MFC's), biometric fingerprint readers, scanners (from Fujitsu, Kodak, and Canon), and RSA Secure Tokens. Additional technology may be purchased in the future to support new business needs. All hardware is purchased with a 5 year maintenance agreement and is replaced when the maintenance expires.

Software used at the State includes, but is not limited to:

- Networking: TCP/IP
- Domain Name Servers (DNS)
- Virus Protection/Anti-Spyware: McAfee, Symantec
- Desktop O/S: Windows XP or greater
- Server O/S: Windows 2003/2008 Servers; SharePoint 2007/2010; UNIX
- Directory Services: Active Directory
- Internet browser: Microsoft Internet Explorer 6.x or greater; Google Chrome
- Office Automation: Microsoft Office Suite Professional 2003 or greater
 - Adobe Acrobat (Professional, Standard, and Reader)
 - Visio
 - MS Project
 - MS Access 97
- Landesk (remote control)
- Remote Desktop
- Cisco AnyConnect VPN
- Kerio VPN
- CAPWIN
- Jasper
- Meters
- Ghost version 8 or greater
- SQL Server 2005 or greater

Additional software may be purchased in the future to support new business needs.

2.5 RESOURCE REQUIREMENTS

The TO Contractor shall provide qualified resources for the following roles:

- Two (2) Network Administrator
- One (1) Senior Help Desk Specialist
- Two (2) Junior Help Desk Specialist
- Two (2) Computer Technician
- Two (2) Quality Assurance Specialist

- One (1) Computer Systems Analyst

DoIT requires resources to be available within 10 business days of the Notice to Proceed.

The Master Contractor shall propose appropriate CATS II Master Contract labor categories to fulfill one or more of the required roles above. Master Contractors may propose only those labor categories for which they are approved under the CATS II Master Contract and for which maximum labor rates were provided.

2.6 TO CONTRACTOR PERSONNEL DUTIES AND RESPONSIBILITIES

2.6.1 Senior Help Desk Specialist

The Senior Help Desk Specialist shall:

- Provide telephone and in-person support to users in the areas of email, directories, network services, standard Windows desktop applications, and applications developed under this Contract or from prior contracts.
- Provide expert-level advice, analysis and functional expertise.
- Gather and organize technical information about the Agency's mission goals and needs, existing security products, and programs.
- Perform risk analyses of systems and software solutions.
- Serve as the initial point of contact for troubleshooting hardware problems, software problems, PC and printer issues.
- Provide bi-weekly status report on work performed and planned (See Deliverable 2.10.2.1 – Bi-Weekly Status Report).

2.6.2 Junior Help Desk Specialist

The Junior Help Desk Specialist shall:

- Provide telephone and in-person support to users in the areas of directories, standard Windows desktop applications and application developed under this Contract or from prior contracts.
- Serve as the initial point of contact for troubleshooting hardware problems, software problems, PC and printer issues.
- Assist the Senior Help Desk Specialist as needed or requested.
- Provide bi-weekly status report on work performed and planned (See Deliverable 2.10.2.1 – Bi-Weekly Status Report).

2.6.3 Computer Technician

The Computer Technician shall:

- Develop, manage, maintain and evaluate current state of the art computer hardware, software and software development tools.
- Make recommendations for system improvements that will result in optimal hardware and software use.
- Provide bi-weekly status report on work performed and planned (See Deliverable 2.10.2.1 – Bi-Weekly Status Report).

2.6.4 Senior Help Desk Specialist, Junior Help Desk Specialist, and Computer Technician

These staff members shall perform the following recurring tasks:

- Travel throughout the year, utilizing their own vehicle when necessary. On average, the estimated miles expected to travel over the course of the year is approximately 5,200 miles. This figure should

not be construed as a guaranteed figure; this is only an estimate based on past performance and actual travel may be more or less than the figure indicated here. Travel expenses are not billable to the State.

- Answer Service Desk calls and logging of each call into the IT Service Desk system.
- Review call history, assessing the problem, resolving the problems, and documenting in the IT Service Desk system.
- Ensure that all workstations are current on drivers, patches and security updates.
- Create/restore workstation images.
- Troubleshoot workstation network connectivity issues.
- Set up new workstations and printers to access the network.
- Deploy new state procured equipment and software to the existing network.
- Replace existing hardware/software and removal of the hardware/software and transporting to a specified location.
- Document moves/adds/changes in accordance with State policies/procedures.
- Install of software/hardware on workstations.
- Perform user account changes such as moves/adds/deletes and access rights.
- Perform password resets.
- Work in cooperation with the current contractors as well as other State staff.
- Attend internal departmental staff meetings as requested.
- Update Service Desk tickets on a daily basis.
- Accurately record of time spent on each Service Desk ticket.
- Perform hardware/software testing, installation, and maintenance.
- Assist in the development of installation instructions/standard operating procedures for applications.
- Perform configuration management of hardware/software.
- Perform UPS battery replacement or installation.
- Provide assistance in maintaining inventory control and location records of State-owned IT equipment/software and disposal of property as required.

2.6.5 Computer Systems Analyst

The Computer Systems Analyst shall:

- Develop requirements for information systems (See Deliverables 2.10.2.7 – Requirement Document).
- Develop required specifications for simple to moderately complex systems.
- Assist in preparing input and test data for systems in development.
- Make recommendations, if needed, for approval of system installations.
- Prepare presentations and diagrams of systems either proposed or in use.
- Provide bi-weekly status report on work performed and planned (See Deliverable 2.10.2.1 – Bi-Weekly Status Report).

2.6.6 Network Administrator

The Network Administrator shall:

- Perform a variety of network management functions related to the operation, performance and availability of data communications networks.
- Establish new user accounts on the network granting access to required network files and programs.
- Manage network email functions.
- Monitor performance and traffic patterns, such as peak usage times, of the network.
- Troubleshoot network/user problems, presents resolutions for implementation.
- Recommend network design changes/enhancements for improved system availability.
- Prepare network utilization and performance reports as needed or requested (See Deliverable 2.10.2.4 – Network Utilization and Performance Reports).
- Prepare network design documents as needed or requested (See Deliverable 2.10.2.5 Network Design and Diagrams).

- Provide bi-weekly status report on work performed and planned (See Deliverable 2.10.2.1 – Bi-Weekly Status Report).

2.6.7 Quality Assurance Specialist

The Quality Assurance Specialist shall:

- Determine the resources required for quality control.
- Develop software quality assurance plan (See Deliverable 2.10.2.5 – Software Quality Assurance Plan).
- Maintain and establish a process for evaluations software and associated documentation.
- Participate in formal and informal reviews at predetermined points throughout the development life cycle to determine quality.
- Examine and evaluates the software quality assurance process and recommends enhancements and modifications.
- Develop quality standards for the project (See Deliverable 2.10.2.6 – Quality Standards).
- Provide bi-weekly status report on work performed and planned (See Deliverable 2.10.2.1 – Bi-Weekly Status Report).

These duties, for all staff named above, shall be for a fixed or not-to-exceed number of hours per day / week / month under the TOA.

2.7 WORK HOURS

- A) The TO Contractor’s assigned personnel shall work a flexible eight-hour day, at the discretion of the TO Manager, between the hours of 07:00 AM to 05:30 PM, Monday through Friday except for State holidays, Service Reduction Days, and other State closings. Any work beyond given parameters requires prior approval from the TO Manager.
- B) Services may also involve some evening and/or weekend hours performing planned system upgrades, or responding to Emergency Level service calls (see SLA Section 2.8), in addition to core business-day hours. Hours worked outside the normal Monday through Friday working hours shall be billed on actual time worked at the rates proposed.
- C) Request for leave, including vacation leave, shall be submitted to the TO Manager or designated supervisor at least two weeks in advance, except in emergency situations. The TO Manager reserves the right to request a temporary replacement if leave extends longer than three (3) consecutive days. In cases where there is insufficient coverage, leave may be denied.
- D) In the event of a reduction in State revenues and a subsequent reduction in allocated budget, the Master Contractor personnel may be required to participate in the State mandated Service Reduction Days as well as other State closings. In this event, the TO Contractor will be notified in writing by the TO Manager of these details. In addition to the Service Reduction Days and other State closings, the Master Contractor may also be requested to restrict the number of hours the Master Contractor personnel can work within a given period of time that may result in less than an eight (8) hour day or less than a 40 hour work week.

TO Contractor Personnel shall have valid driver’s license and their own transportation with valid registration and insurance.

TO Contractor Personnel shall have a cell phone so they can be reached when off site during work hours.

2.8 SERVICE LEVEL AGREEMENT (SLA)

The TO Contractor shall provide support services, including resolution of issue and problems, in accordance with the SLA defined in this section. The service category level shall be determined by the TO Manager using the definitions contained in the following table.

All issues require an initial response, from the Service Desk to the user, within 15 minutes of the issue being reported. This initial response may be via an update to the trouble ticket or via email.

Level	Category	Response Time	Resolve Within	Business and Financial Exposure	Work Outage	Workaround
4	Emergency	15 Minutes of Report	4 Hours or less	The issue creates a serious business risk or financial exposure	The issue causes the systems or clients to be unable to work, or be unable to work or perform some <i>significant</i> portion of their job.	There is no <i>acceptable</i> workaround to the problem (i.e. the job cannot be performed in any other way).
3	Urgent	15 Minutes of Report	24 Hours or less	The issue creates a serious business risk or financial exposure	The issue causes the systems or clients to be unable to work, or be unable to work or perform some portion of their job.	There may or may not be an acceptable workaround to the issue, however, system, service or component degradation continues to exist.
2	Routine	15 Minutes of Report	3 Days or less	The issue creates a low business risk or financial exposure	The issue causes the client to be unable to perform some small portion of their job, but there are still able to complete most other tasks. This may also include questions and requests for information.	There is likely an acceptable workaround to the problem. The system, service or component is experiencing minor performance degradation.
1	Low	15 Minutes of Report	7 Days or less	The issue creates a very low business risk or financial exposure	The issue is typically a request for service with ample lead time. This may also include questions and requests for information.	There is an acceptable workaround to the problem.

The TO Contractor shall meet the system response time requirements. Response time shall be measured according to the guidelines set forth in the TOAs resulting from this procurement. Time shall be measured at DoIT's

discretion.

2.9 PERFORMANCE EVALUATION AND STANDARDS

2.9.1 Monthly Performance Ratings for Project Personnel

Each month the TO Contractor shall send to the TO Manager a **Performance Evaluation Form (PEF) – ATTACHMENT 6**, for each individual resource. The TO Contractor shall fill out the top section of the PEF only. The TO Manager shall assess the performance of each individual resource based on the quality of work delivered as required in Section 2.6.

The TO Manager shall fill out the “Project Personnel Performance Rating” section of the PEF and return it to the TO Contractor for invoicing purposes. In the event of poor or non-performance by TO Contractor personnel, resulting in unsatisfactory ratings, payment may be withheld pending the outcome of the mitigation procedures described in TORFP Section 2.9.2.

2.9.2 Mitigation Procedures for Unsatisfactory Performance

At any time during the task order should the TO Contractor Personnel exhibit unsatisfactory work performance as per a TO Contractor Personnel Performance Rating of “unsatisfactory” for any of the rating areas, as determined by the TO Manager, DoIT may pursue the following mitigation procedures prior to requesting a replacement employee:

- A) The TO Manager shall document performance issues and give written notice to the TO Contractor, clearly describing problems and delineating remediation requirement(s).
- B) The TO Contractor shall respond with a written remediation plan within three (3) business days and implement plan immediately upon written acceptance by the TO Manager.
- C) Should performance issues persist, the TO Manager may give written notice or request the immediate removal of the person(s) whose performance is at issue, and determine whether a substitution is required. Substitutions shall have **equal** or **better** qualifications compared to the incumbent as determined by DoIT.

2.9.3 Substitution of Personnel

The substitution of personnel procedure is as follows:

The TO Contractor shall not substitute personnel without the prior approval of the agency. To replace any personnel, the TO Contractor shall submit resumes of the proposed personnel specifying their intended approved labor category. All proposed substitute personnel shall have qualifications equal to or better than those of the replaced personnel and must be approved by the TO Manager. The TO Manager shall have the option to interview the proposed substitute personnel. After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the requested substitution.

2.10 DELIVERABLES

The table below describes TO deliverables, corresponding acceptance criteria, and Expected Delivery Date/Frequency.

2.10.1 DELIVERABLE SUBMISSION PROCESS

For each written deliverable the TO Contractor shall refer to the requirements listed in Section 2.6.

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

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

Upon completion of a deliverable, the TO Contractor shall document each deliverable in final form to the TO Manager for acceptance.

2.10.2 DELIVERABLES AND ACCEPTANCE CRITERIA

ID #	Deliverable Description	Acceptance Criteria	Expected Delivery Date / Frequency
All TO Contractor Personnel			
1	Bi-Weekly Status Report	At the conclusion of every two-week period, the TO Contractor shall be responsible for compiling and submitting to the TO Manager a status report, in MS Word, that includes: <ul style="list-style-type: none"> • Hours worked (start and end times for each day and bi-weekly total); • Brief description of assigned work efforts and status (completed, in progress, on-hold); • Issues identified (if any) that impact TO Contractor's ability to complete tasks; and • Number of tickets completed within SLA requirements during reporting period 	Bi-weekly by Monday of following week.
2	Process Documentation	MS Word document that defines the internal processes and procedures for supporting State applications and systems. The document shall: <ul style="list-style-type: none"> • Not contain structural errors such as poor grammar, misspellings or incorrect punctuation, and shall: • Represent factual information reasonably expected to have been known at the time of submittal. 	As Requested
Network Administrator			
3	Network Utilization and Performance Reports	MS Word document that contains: <ul style="list-style-type: none"> • A Summary View of network status, speed, and current in/out network bandwidth utilization details • A Detailed View allowing comparison of individual devices and/or selected parameters for the last one hour, last one day, last one month, and last one year 	Submitted on the first Friday of each month, and as requested.
4	Network Diagram	MS Visio document that provides a graphical representation of the MSP network topography (servers, printers, network	NTP +20 business

		devices), including indicators for power, network connectivity and redundancy if applicable, network connectivity for device backup, network address, network mask, firewalls, server/DB clustering	days Updated as needed or requested
Quality Assurance Specialist			
5	Software Quality Assurance Plan	MS Word document that contains software quality assurance plan for the project. The document shall: <ul style="list-style-type: none"> • define the quality objectives • define roles and responsibilities for managing quality on the project • define quality tasks in the schedule • define the process for ensuring quality on the project 	NTP +20 business days Updated as needed or requested
Computer Systems Analyst			
6	Systems Management Plan	MS Word document that contains requirements for the project. The document shall: <ul style="list-style-type: none"> • provide analysis of MSP's hardware, software and network components in order to recommend opportunities for optimization • identify areas for improvements in monitoring and testing MSP's systems in operation, and troubleshooting problems after implementation • convey system requirements to software developers and network architects 	NTP +20 business days Updated as needed or requested

2.11 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES

The TO Contractor staff dedicated to this project 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 staff 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 www.doit.maryland.gov. Select "Contractor" and "IT" Policies, Standards and Guidelines"; these may include, but are not limited to:

- A) The nine project management knowledge areas in the Project Management Institute's (PMI's) Project Management Body of Knowledge (PMBOK). The TO Contractor shall follow the project management methodologies that are consistent with the most recent edition of the PMBOK Guide. TO Contractor's staff and subcontractors are to follow a consistent methodology for all TO activities
- B) The State's System Development Life Cycle (SDLC) methodology at: www.DoIT.maryland.gov - keyword: SDLC.
- C) The State's IT Security Policy and Standards at: www.DoIT.maryland.gov. - keyword: Security Policy.
- D) The State's IT Project Oversight at: www.DoIT.maryland.gov. - keyword: IT Project Oversight.
- E) The State of Maryland Enterprise Architecture at www.DoIT.maryland.gov. - keyword: MTAf (Maryland Technical Architecture Framework).

2.12 TO CONTRACTOR PERSONNEL MINIMUM QUALIFICATIONS

The following minimum qualifications are mandatory. All individuals proposed for this TORFP **must** have excellent customer service, verbal and written communication skills, coordination and organizational skills.

Resumes must clearly outline starting dates and ending dates (in MM/YY to MM/YY format) for each applicable experience of skills.

2.12.1 Senior Help Desk Specialist

- A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field.
- Minimum of five (5) years of work experience in business IT environments with emphasis on IT customer support.
- Minimum of three (3) years of experience supporting Microsoft operating systems, XP or greater.
- Minimum of three (3) years of experience with MS Office, 2003 or greater.
- Minimum of one (1) year of experience developing documentation of IT processes and procedures.
- Minimum of one (1) year of experience supporting users in a geographically diverse environment using remote desktop connection utilities.
- Must have valid driver's license and own cell phone.

2.12.2 Junior Help Desk Specialist

- A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field.
- Minimum of three (3) years of work experience in business IT environments with emphasis on IT customer support.
- Minimum of two (2) years of experience supporting Microsoft operating systems, XP or greater.
- Minimum of two (2) years of experience with MS Office, 2003 or greater.
- Minimum of one (1) year of experience developing documentation of IT processes and procedures.
- Minimum of one (1) year experience supporting users in a geographically diverse environment using remote desktop connection utilities.
- Must have valid driver's license and own cell phone.

2.12.3 Computer Technician

- A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business or other related discipline, or three (3) years of equivalent experience in a related field.
- Possess professional hardware maintenance certification in combination with at least two (2) years of additional related experience may be substituted for the required education, at the discretion of the TO Manager.
- Minimum of three (3) years of experience performing PC hardware maintenance including, but not limited to: hard drive replacement, memory upgrades, network and graphics card replacement, troubleshooting of cabling issues, installation of network and local printers, installation of computer monitors.
- Minimum of two (2) years of experience supporting Microsoft operating systems, XP or greater.
- Minimum of one (1) year of experience supporting users in a geographically diverse environment using remote desktop connection utilities.
- Must have valid driver's license and own cell phone.

2.12.4 Computer Systems Analyst

- A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business or other related discipline, or three (3) years of equivalent experience in a related field.
- Minimum of three (3) years of experience working independently or under general direction on complex application problems, to include: analysis and design of business applications for mid-tier computer systems, knowledge of current storage and retrieval methods.
- Minimum of three (3) years of work experience in business IT environments with emphasis on IT customer support.
- Minimum of two (2) years of experience developing documentation of IT processes and procedures.

2.12.5 Network Administrator

- A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering or other related discipline, or three (3) years of equivalent experience in a related field.
- Possess a professional network certification in combination with at least two (2) years of additional related experience may be substituted for the required education, at the discretion of the TO Manager.
- Minimum of three (3) years of experience in two (2) or more of the following areas: data communications engineering, data communications hardware or software analysis, network administration or management, data communications equipment installation and maintenance.

2.12.6 Quality Assurance Specialist

- A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business or other related discipline, or three (3) years of equivalent experience in a related field.
- Minimum of three (3) years of experience working with quality control methods and tools.
- Minimum of three (3) years of experience in software testing and integration, verification and validation, software metrics and their application to software quality assessment.

2.13 PROFESSIONAL DEVELOPMENT

Computer technology and software products continuously change. The TO Contractor shall ensure continuing education opportunities for the personnel provided. This education shall be associated with the technologies currently utilized by the State or anticipated to be implemented by the State in the near future. With the TO Manager's prior written approval, the time allocated to these continuing education classes for full-time staff engaged via this TORFP may be charged to this task order. Actual course costs are the responsibility of the TO Contractor.

2.14 TO CONTRACTOR EXPERTISE REQUIRED

The TO Contractor shall be capable of furnishing all necessary services required to successfully complete all tasks and work requirements and produce high quality deliverables described herein. The TO Contractor shall describe in its proposal the processes by which it will provide, and as needed substitute with equal or better, personnel either from in-house or through strategic alliances with other firms. The TO Contractor shall propose only staff who are available at the time of proposal submission.

2.15 INVOICE SUBMISSION

The TO Contractor shall send to the TO Manager a PEF (TOFRP Attachment 6) at monthly intervals for each individual resource. Approval of the PEF by the TO Manager is subject to monthly performance ratings indicated

on the PEF and mitigation procedures described in Section 2.9.2. The TO Contractor shall submit PEFs as MS Word documents by email. Following the return of the PEF indicating “Acceptable” and signed by the TO Manager, the TO Contractor shall submit a proper invoice for the resource in accordance with the procedures in Section 2.15.1. The invoice must be accompanied by a copy of the executed PEF or payment shall be withheld.

One monthly invoice may cover multiple resources, but a separate PEF is required for each employee.

Payments to the TO Contractor also shall be governed by the terms and conditions defined in the CATS II Master Contract. TO Contractor shall invoice and receive payment for actual hours worked only. Upon verification and acceptance of the proper invoices by the TO Manager, payment will be made to the TO Contractor.

2.15.1 Invoice Submission Procedure

This procedure consists of the following requirements and steps:

- A) The invoice shall identify the Department of Information Technology as the TO Requesting Agency and indicate – “CAD/RMS Project Support Services,” the associated TO Agreement number F50B3400051, invoice date, period of performance covered by the invoice, daily labor hours for personnel with supporting documentation, the invoice dollar amount consistent with the Price Proposal Form (Attachment 1), the TO Contractor’s Federal Employer Identification Number, and a point of contact with telephone number.
- B) The TO Contractor shall send the original of each invoice along with a copy of the approved PEF (Attachment 6) for each resource covered by the invoice. Invoices for payment shall be sent electronically as .PDF files by email to the TO Manager (or designee).
- C) The last invoice submitted under the TO Agreement shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

2.16 CHANGE ORDER

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

2.17 MBE PARTICIPATION REPORTS

Monthly reporting of MBE participation is required in accordance with the terms and conditions of the CATS II Master Contract by the 15th day of each month. The TO Contractor shall also provide a completed MBE Participation form (Attachment 11, Form D-5) to the TO Manager at the same time the invoice copy is sent. The TO Contractor shall ensure that each MBE Subcontractor provides a completed MBE Participation Form (Attachment 11, Form D-6). Subcontractor reporting shall be sent directly from the subcontractor to the TO Manager **AND** the DoIT MBE mailbox (DoIT.MBE@maryland.gov) as specified on Attachment 11, Form D-6. 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 DoIT MBE Officer and TO Manager.

SECTION 3 - TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

Each Master Contractor receiving this CATS II TORFP shall 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 **AND**
- 2) Complete and provide Attachment 4 – Labor Category Personnel Resume Summary.

C) Subcontractors

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

D) Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide three (3) examples of work assignments/projects that the Master Contractor have completed that were similar in scope to the one defined in this TORFP. Each of the **three (3)** examples provided shall 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.
 - 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 any available renewal option was not exercised,
- g) The State employee contact person (name, title, telephone number and e-mail address).

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

E) State Assistance

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

F) Confidentiality

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

3.2.2 THE FINANCIAL RESPONSE OF THE TO PROPOSAL SHALL INCLUDE:

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

The Master Contractor shall indicate on Attachment 1 the Fixed Hourly Labor Category Rate. Proposed rates are fully-loaded, all-inclusive 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 TO Agreement award determination, DoIT will consider all information submitted in accordance with Section 3.

4.2 TECHNICAL EVALUATION CRITERIA

Proposed personnel who do not meet the minimum qualifications in TORFP Section 2.6 as determined by DoIT shall not be further evaluated. For proposed personnel who meet minimum qualifications, below are the technical proposal evaluation criteria in descending order of importance:

- Alignment of personnel qualifications and work experience with the required duties and responsibilities in TORFP Section 2.
- Master Contractor qualifications and experience in providing project support personnel
- Master Contractor process for mitigating poor performance, and as needed, replacing personnel
- References

4.3 SELECTION PROCEDURES

4.3.1 Proposed personnel will be assessed for compliance with the minimum qualifications in Section 2.6 of the TORFP.

4.3.2 The State will conduct an oral presentation for each Master Contractor whose TO Proposal meets minimum qualifications.

4.3.3 Only financial proposals of qualified technical proposals will be considered. All others will receive an e-mail notice from the TO Procurement Officer of not being selected to perform the work.

Qualified financial proposals will be reviewed and ranked from lowest to highest evaluated price.

4.3.4 The most advantageous TO Proposal package(s) considering **BOTH** technical and price proposals shall be selected for the work assignment.

4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

Commencement of work in response to a TO Agreement shall be initiated only upon issuance of a fully executed TO Agreement, Purchase Order and by a NTP authorized by the TO Manager.

ATTACHMENT 1 - PRICE PROPOSAL

PRICE PROPOSAL FOR CATS II TORFP # F50B3400051
LABOR CATEGORIES

Labor Category	A	B	C
	Fully Loaded Hourly Labor Rate	Evaluation Hours*	PERIOD 1 Evaluation Price (A x B)
Senior Help Desk Specialist	\$	2000	\$
Junior Help Desk Specialist	\$	2000	\$
Computer Technician	\$	2000	\$
Computer Systems Analyst	\$	2000	\$
Network Administrator	\$	2000	\$
Quality Assurance Specialist	\$	2000	\$
Total Evaluated Price			\$

Authorized Individual Signature

Company Name

Name/Title

Company Tax ID #

The Hourly Labor Rate is the actual fully-loaded, all-inclusive rate the State will pay for services and must be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate, but may be lower and must include all direct and indirect costs and profit for the Master Contractor to perform under the TOA. Time for travel will be reimbursed as allowed in Section 2.2.4 of the Master Contract.

***Evaluation hours are a best estimate and for evaluation purposes only. Hours listed may not be assumed to represent actual hours to be billed, based on the Time and Material nature of the Agreement.**

SUBMIT WITH THE FINANCIAL RESPONSE
MUST INCLUDE A SIGNATURE

ATTACHMENT 2 - Task Order Agreement

CATS II TORFP # F50B3400051 OF MASTER CONTRACT # 060B9800035

This Task Order Agreement (“TO Agreement”) is made this **day** of **Month**, 2013 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 # F50B3400051.
 - b. “CATS II TORFP” means the Task Order Request for Proposals # F50B3400051, dated **MONTH DAY, YEAR**, including any addenda.
 - c. “Master Contract” means the CATS II Master Contract between the Maryland Department of Information Technology and **MASTER CONTRACTOR** dated June 1, 2009.
 - 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 Tawn Gregory 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 [REDACTED]. 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.

[REDACTED]
TO CONTRACTOR NAME

By: Type or Print TO Contractor POC

Date

Witness: _____

STATE OF MARYLAND, DEPARTMENT OF INFORMATION TECHNOLOGY

By: Elliot Schlanger, Secretary

Date

Witness: _____

ATTACHMENT 3 - Conflict Of Interest Affidavit And Disclosure

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

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

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

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

E. The bidder or Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or Offeror shall immediately make a full disclosure in writing to the TO Procurement Officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or Offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the TO Contractor shall continue performance until notified by the TO 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 SIGNED DOCUMENT AS A .PDF FILE WITH TECHNICAL RESPONSE

ATTACHMENT 4 - Labor Category Personnel Resume Summary

INSTRUCTIONS:

1. Master Contractors must comply with all personnel requirements under the CATS II Master Contract RFP #060B9800035.
2. Only labor categories proposed in the Master Contractor's Technical Proposal for the CATS II Master Contract 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 for that labor category.
4. Each form also includes examples of duties to perform. The proposed person must be able to fulfill those duties.
5. 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 4
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 HERE)	
Education: (Insert the education description from the CATS II RFP Section 2.10 and from TORFP Section 2.12 for the applicable labor category.)	
Experience: (Insert the experience description from the CATS II RFP Section 2.10 and from TORFP Section 2.12 for the applicable labor category.)	
Duties: (Insert the duties description from the CATS II RFP Section 2.10 and from TORFP Section 2.12 for the applicable labor category.)	

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

TO Contractor's Contract Administrator:

Signature

Date

Proposed Individual:

Signature

Date

SUBMIT **SIGNED** DOCUMENT WITH TECHNICAL PROPOSAL

ATTACHMENT 5 - Directions to the Pre- Proposal Conference

A Pre-Proposal Conference will be held on April 1, 11:00 AM local time at:

Maryland Department of Information Technology (DoIT) 45 Calvert Street, Room 164 Annapolis, MD 21401

Directions

From Baltimore Area:

- Take I-97 off the Baltimore Beltway heading south to Annapolis.
- I-97 will end and turn into Route 50 East.
- Take Rowe Blvd. exit toward downtown Annapolis.

From the Eastern Shore or Route 2:

- Cross the Severn River Bridge and exit on Rowe Blvd.

From Either Direction:

- Follow Rowe Blvd. to the third traffic light.
- Stay to the right when the road splits before the Treasury Building.
- Turn right onto Calvert St.
- 45 Calvert Street is the first building immediately on the right.
- Stop and register with the Security Guard; you will be directed to the conference room.

Parking:

- The closest garage is next door to 45 Calvert St. and must be entered from Clay St. Clay is the second right turn after turning onto Calvert St. Pass 45 Calvert and immediately turn right onto Clay St., turn left into the garage.
- Another garage is available about a half of a block down from 45 Calvert St. on the left, called Gotts' Garage. There is an outdoor ramp leading to the entrance.
- There is also limited metered parking available on Calvert and surrounding streets.
- Further Annapolis parking information is available at the link below;

http://www.downtownannapolis.org/_pages/transport/tr_parking.htm

**ATTACHMENT 6- Performance Evaluation Form (PEF)
(The TO Contractor shall submit one PEF monthly for each employee)**

Evaluation Month & Year:
Employee Name:
Role (TORFP Section 2.3):
Labor Category:

TO Contractor Name:
TO Contractor Contact:
DoIT TO Manager:

TO Requesting Agency: Department of Information Technology
TO Agreement Name: CAD/RMS Project – Project Personnel Support Services
TO Agreement #: F50B3400051

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 of this 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:

OTHER COMMENTS:

TO Manager Signature

Date Signed

ATTACHMENT 7 - NON-DISCLOSURE AGREEMENT (OFFEROR)

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

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS II TORFP # F50B3400051 for CAD/RMS Project Personnel Support Services. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to 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 the Procurement Officer for this contract, 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 **SIGNED** DOCUMENT WITH TECHNICAL PROPOSAL

ATTACHMENT 8 - NON-DISCLOSURE AGREEMENT (TO Contractor)

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made as of this ___ day of _____, 20___, by and between the State of Maryland (“the State”), acting by and through its Department of 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 CAD/RMS Project Personnel Support Services TORFP No. F50B3400051 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.

TO Contractor/TO Contractor's Personnel:

Department of Information Technology:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

MUST SUBMIT SIGNED DOCUMENT WITH TECHNICAL PROPOSAL

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@maryland.gov with the TO number in the subject line.

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

ATTACHMENT 11 – MINORITY BUSINESS ENTERPRISE FORMS

TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING REQUIREMENTS

CATS II TORFP # F50B3400051

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.

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.

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.

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.

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 11 – 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. F50B3400051, I affirm the following:

1. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of **30%** and, if specified in the TORFP, sub-goals of **7%** percent for MBEs classified as African American-owned and **8 %** 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 [redacted] percent and request a waiver of the remainder of the goal. If I am selected as the apparent TO Agreement awardee, I will submit written waiver documentation that complies with COMAR 21.11.03.11 within 10 business days of receiving notification that our firm is the apparent low bidder or the apparent awardee.

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.

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.

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.

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

MUST SUBMIT **SIGNED** DOCUMENT WITH TECHNICAL PROPOSAL

ATTACHMENT 11 – 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 F50B3400051	
List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

USE ATTACHMENT D-2 CONTINUATION PAGE AS NEEDED

SUMMARY

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

Document Prepared By: (please print or type)
 Name: _____ Title: _____

SUBMIT **SIGNED** DOCUMENT WITH TECHNICAL PROPOSAL

ATTACHMENT 11 – 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	

MUST SUBMIT SIGNED DOCUMENT WITH TECHNICAL PROPOSAL

ATTACHMENT 11 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 3

OUTREACH EFFORTS COMPLIANCE STATEMENT

In conjunction with the bid or offer submitted in response to TORFP # F50B3400051, I state the following:

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

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

Offeror made the following attempts to contact personally the solicited MBEs:

Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements.

(DESCRIBE EFFORTS)

This project does not involve bonding requirements.

Offeror did/did not attend the pre-proposal conference

No pre-proposal conference was held.

Offeror Name

By: _____
Name

Address

Title

Date

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

ATTACHMENT 11 – 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 conjunction with
(Prime TO Contractor Name)

TORFP No. F50B3400051, 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 11 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 5

MINORITY BUSINESS ENTERPRISE PARTICIPATION TO CONTRACTOR PAID/UNPAID INVOICE REPORT

Report #: _____	CATS II TORFP # F50B3400051
Reporting Period (Month/Year): _____	Contracting Unit _____
Report is due by the 15th of the following month.	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:

Lt. Tawn Gregory Maryland State Police Headquarters 1201 Reisterstown Road Pikesville, MD 21208 tawn.gregory@maryland.gov	MBE Officer Department of Information Technology Procurement Unit 45 Calvert Street, 4 th Floor Annapolis, MD 21401 DoIT.MBE@maryland.gov
---	--

Signature: _____ Date: _____

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

ATTACHMENT 11 – 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 # F50B3400051 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:

2. Return one copy of this form to the following address:

Lt. Tawn Gregory Maryland State Police Headquarters 1201 Reisterstown Road Pikesville, MD 21208 tawn.gregory@maryland.gov	MBE Officer Department of Information Technology 45 Calvert Street, 4 th Floor Annapolis, MD 21401 DoIT.MBE@maryland.gov
--	--

Signature: _____ Date: _____

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

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

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