



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

Migration from Novell E-Directory to Microsoft Active
Directory and Novell File Servers to Microsoft File Servers
(Novell to Microsoft Migration)

CATS II TORFP #

F50B3400059

Department of Information Technology

ISSUE DATE: May 14, 2013

TABLE OF CONTENTS

SECTION 1 - ADMINISTRATIVE INFORMATION	5
1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT	5
1.2 TO AGREEMENT	5
1.3 TO PROPOSAL SUBMISSIONS	5
1.4 ORAL PRESENTATIONS/INTERVIEWS	5
1.5 MINORITY BUSINESS ENTERPRISE (MBE)	5
1.6 CONFLICT OF INTEREST	5
1.7 NON-DISCLOSURE AGREEMENT	6
1.8 LIMITATION OF LIABILITY	6
1.9 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES	6
SECTION 2 – SCOPE OF WORK	7
2.1 PURPOSE	7
2.2 REQUESTING AGENCY INFORMATION	7
2.3 MANAGEMENT ROLES AND RESPONSIBILITIES	7
2.4 SYSTEM BACKGROUND AND DESCRIPTION	7
2.5 REQUIREMENTS	8
2.5.1 <i>TO CONTRACTOR PERSONNEL DUTIES AND RESPONSIBILITIES</i>	8
2.5.2 <i>PHASE 1 – PROJECT PLAN & VMware UPGRADE (June-July)</i>	8
2.5.3 <i>PHASE 2 – MIGRATION PLAN & VMWARE UPGRADE (July)</i>	8
2.5.4 <i>PHASE 3 – FILE SERVER MIGRATION (August)</i>	9
2.5.5 <i>STATE’S OPTION – WORK AT DOIT’S SOLE OPTION</i>	9
2.5.6 <i>WORK HOURS</i>	10
2.5.7 <i>PERFORMANCE PROBLEM MITIGATION</i>	10
2.5.8 <i>SUBSTITUTION OF PERSONNEL</i>	10
2.5.9 <i>HARDWARE, SOFTWARE, AND MATERIALS</i>	10
2.6 DELIVERABLES	10
2.6.1 <i>DELIVERABLE SUBMISSION PROCESS</i>	10
2.6.2 <i>MILESTONE & DELIVERABLE DESCRIPTIONS / ACCEPTANCE CRITERIA</i>	11
2.7 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES	12
2.8 TO CONTRACTOR MINIMUM QUALIFICATIONS	12
2.9 TO CONTRACTOR PERSONNEL MINIMUM QUALIFICATIONS	12
2.10 TO CONTRACTOR PERSONNEL PREFERRED EXPERTISE	13
2.11 INVOICE SUBMISSION	13
2.11.1 <i>INVOICE SUBMISSION PROCEDURE</i>	13
2.12 CHANGE ORDERS	14
SECTION 3 - TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS	15
3.1 REQUIRED RESPONSE	15
3.2 FORMAT	15
SECTION 4 - PROCEDURE FOR AWARDING A TO AGREEMENT	17
4.1 EVALUATION CRITERIA	17
4.2 TECHNICAL CRITERIA	17
4.3 SELECTION PROCEDURES	17
4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT	17

ATTACHMENT 1-A: PRICE PROPOSAL..... 18
ATTACHMENT 1-B: PRICE PROPOSAL 19
ATTACHMENT 1-C: PRICE PROPOSAL..... 20
ATTACHMENT 1-D: PRICE PROPOSAL..... 21
ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS..... 22
ATTACHMENT 3 - TASK ORDER AGREEMENT..... 31
ATTACHMENT 4 - CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE 34
ATTACHMENT 5 - LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY..... 35
ATTACHMENT 6 - DIRECTIONS TO THE PRE-TO PROPOSAL CONFERENCE..... 37
ATTACHMENT 7 - NON-DISCLOSURE AGREEMENT (OFFEROR) 38
ATTACHMENT 8 - NON-DISCLOSURE AGREEMENT (TO CONTRACTOR) 39
ATTACHMENT 9 – TO CONTRACTOR SELF-REPORTING CHECKLIST 41
ATTACHMENT 10 – AGENCY ACCEPTANCE OF DELIVERABLE FORM 43
ATTACHMENT 11 – LIVING WAGE AFFIDAVIT OF AGREEMENT..... 44

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 shall 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 (DoIT) and subsequent Master Contract Project Number 060B9800035, including any amendments.

TORFP NAME:	Migration from Novell E-Directory to Microsoft Active Directory and Novell File Servers to Microsoft File Servers (Novell to Microsoft Migration)
FUNCTIONAL AREA:	Functional Area 6 - Systems/Facilities Management and Maintenance
TORFP ISSUE DATE:	May, 14 2013
Closing Date and Time:	May 29, 2013 at 2:00 PM
TORFP Issuing Agency:	Dept. of Information Technology
Questions and Proposals are to be sent to:	Michael Meinel Michael.Meinel@Maryland.Gov
TO Procurement Officer	Michael Meinel Office Phone: 410-260-7179 Office Fax: 410-974-5615 Michael.Meinel@Maryland.Gov
TO Manager:	Linda Bowyer Office Phone: 410-767-4652 Fax: 410-974-5615 Linda.Bowyer@dgs.state.md.us
Project Number:	F50B3400059
TO Type:	Fixed price
Period of Performance:	7 Months from issuance of a Notice to Proceed (NTP)
MBE Goal:	0%
Small Business Reserve (SBR):	No
Primary Place of Performance:	DGS, 301 West Preston St, Baltimore, MD 21201
State Furnished Work Site and/or Access to Equipment, Facilities or Personnel:	Please see the Scope of Work in Section 2 of the TORFP.
TO Pre-Proposal Conference:	45 Calvert Street, Room #164 A&B Annapolis, MD 21401 May 20, 2013 at 1:00 PM 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 TORFP process, for the resolution of TO Agreement (TOA) scope issues, and for authorizing any changes to the TOA.

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

1.2 TO AGREEMENT

Based upon an evaluation of TO Proposal responses, a Master Contractor will be selected to conduct the work defined in Section 2 - Scope of Work. A specific TOA, Attachment 3, will then be entered into between the State and the selected Master Contractor, which will bind the selected Master Contractor (TO Contractor) to the contents of its TO Proposal, including the price proposal.

1.3 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the date and exact time stated in the Key Information Summary Sheet above. The date and time of submission is determined by the date and time of arrival in the TO Procurement Officer's e-mail box. The TO Proposal is to be submitted via e-mail as two attachments in MS Word format. The email may not exceed 10 Mb. The "subject" line in the e-mail submission shall state the TORFP # F50B3400059. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS II TORFP # F50B3400059 Technical". The second file will be the financial response to this CATS II TORFP and titled, "CATS II TORFP # F50B3400059 Financial". The following proposal documents shall be submitted with required signatures as .PDF files with signatures clearly visible:

- Attachment 1 - Price Proposal
- Attachment 2 - MBE Forms D-1 and D-2
- Attachment 4 - Conflict of Interest and Disclosure Affidavit
- Attachment 5 - Labor Classification Personnel Resume Summary
- Attachment 11 - Living Wage Affidavit of Agreement

1.4 ORAL PRESENTATIONS/INTERVIEWS

All Master Contractors and proposed staff may 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 shall 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)

A Master Contractor that responds to this TORFP shall complete, sign, and submit all required MBE documentation (Attachment 2 - Forms D-1 and D-2) at the time it submits the TO Proposal. **Failure of the Master Contractor to complete, sign, and submit all required MBE documentation at the time it submits the 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 TOA shall provide IT consulting services for State agencies or component programs with those agencies, and shall do so impartially and without any conflicts of interest. Each Master

Contractor shall complete and include a Conflict of Interest Affidavit in the form included as Attachment 4 of this TORFP with its TO Proposal. If the TO Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the TO Procurement Officer may reject a Master Contractor's TO Proposal under COMAR 21.06.02.03B.

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

1.7 NON-DISCLOSURE AGREEMENT

Certain system documentation may be available for potential Offerors to review at a reading room at 45 Calvert Street Annapolis, MD 21401. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement in the form of Attachment 7. Please contact the TO Procurement Officer of this TORFP to schedule an appointment.

In addition, certain documentation may be required by the TO Contractor awarded the TOA in order to fulfill the requirements of the TOA. The TO Contractor, employees and agents who review such documents shall be required to sign, including but not limited to, a Non-Disclosure Agreement in the form of Attachment 8.

1.8 LIMITATION OF LIABILITY

Pursuant to Section 27 (C) of the CATS II Master Contract, 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 TOs. This process shall typically apply to active TOs for operations, maintenance, and support valued at \$1 million or greater, but all CATS II TOs are subject to review.

Attachment 8 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.

The remainder of this page is intentionally left blank.

SECTION 2 – SCOPE OF WORK

2.1 PURPOSE

DoIT is issuing this CATS II TORFP to obtain a TO Contractor to plan and perform, on-site, the following migrations for the Maryland Department of General Services (DGS):

- Novell eDirectory to Microsoft Active Directory
- Novell Open Enterprise Server (OES) file servers to Microsoft file servers
- VMware vSphere ESXi v4.1 to ESXi v5.0U1 or higher (DoIT's Option)

2.2 REQUESTING AGENCY INFORMATION

The mission of the DGS is to provide leading-edge professional and technical services to keep State and local government working today and in the future.

DGS does this by creating safe and secure work environments; designing, building, leasing, managing and maintaining facilities; leading energy conservation efforts; procuring goods and services; and providing essential functions such as fuel management, disposition of surplus property and records storage.

2.3 MANAGEMENT ROLES AND RESPONSIBILITIES

The roles and responsibilities of this TO's Management Personnel are defined as follows:

- TO Procurement Officer – The DoIT representative responsible for managing the TO solicitation and award process, change order process, and resolution of TO Agreement scope issues.
- TO Manager – The DGS representative responsible for direction and oversight of the TO. The TO Manager will also be responsible for reviewing and approving proposed change orders, proposed substitution of personnel, and invoices.
- TO Contractor Personnel – The TO Contractor representative(s) assigned under this TO. This representative(s) shall be responsible for the work to be accomplished by the TO Contractor under this TORFP.
- TO Contractor – The 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.

2.4 SYSTEM BACKGROUND AND DESCRIPTION

DGS is currently running a Novell environment to provide email and file services to its user community. The work performed under this TO will encompass the migration from Novell eDirectory to Microsoft Active Directory (Phase 2), and the migration from Novell file servers to Microsoft file servers (Phase 3). After the TO Contractor has successfully completed Phases 2 and 3, DGS and DoIT will migrate DGS' Novell GroupWise email to Google Apps.

Some relevant information about the current environment:

- DGS has file servers in Baltimore and Annapolis
- Microsoft/Dell servers are running 2008 R2, 2008, 2003, and possibly 2012 on new hardware
- DGS is currently not running AD domain. All 7-8 servers are part of a single Windows workgroup
- All Novell servers are running on OES2 SP3 for SUSE Linux. These servers are all virtual servers

- DGS will continue running Novell GroupWise until migration to Google mail (currently planned for November 2013)
- Amount of data to be migrated: about 4TB
- DGS will provide the list of services and devices that need to be re-pointed.
- Number of PCs and laptops:
 - Baltimore (9 sites): 400
 - Annapolis (4 sites): 45
 - Ellicott City (1 site): 5
 - Elkton (1 site): 4

2.5 REQUIREMENTS

2.5.1 TO CONTRACTOR PERSONNEL DUTIES AND RESPONSIBILITIES

The work to be accomplished by the TO Contractor Personnel under this TORFP shall consist of the following items under Phase 1, 2, and 3:

2.5.2 PHASE 1 – PROJECT PLAN & VMware UPGRADE (June-July)

- A. Provide a detailed, integrated Microsoft Project plan for all three phases of the project, including who (TO Contractor Personnel) will be performing each task; the integrated Microsoft Project plan shall also identify tasks the TO Contractor needs the State to perform;

2.5.3 PHASE 2 – MIGRATION PLAN & VMWARE UPGRADE (July)

- A. Review detailed configurations of any equipment (specifically, domain controllers, file servers and SAN) that have been purchased by DGS for this project;
- B. Design and build a Microsoft AD instance which includes setting up three (3) domain controllers – one (1) physical and one (1) virtual in Baltimore, and one (1) physical in Annapolis. This AD environment will service DGS headquarters (Baltimore) and Annapolis, as well as remote locations who will use AD to authenticate;
- C. Setup and configure Novell's IDM application to keep the existing Novell eDirectory and the new Active Directory synchronized until DGS migrates Novell GroupWise to Google Apps (planned for November 2013);
- D. Assist with setting up connectivity (ex. forest trusts, PCNS tool installation) between DGS' new Active Directory instance and DoIT's centralized Active Directory instance;
- E. Compose and apply applicable Windows Group Policies (i.e., Internet Explorer policies, desktop policies, and user policies) for the new Microsoft Active Directory domain;
- F. Configure existing Symantec Backup Exec backup systems to backup Active Directory/domain controllers as required;
- G. Migrate/populate all existing user accounts and groups from the current Novell eDirectory instance to the new Microsoft Active Directory instance;
- H. Join existing Windows servers to the DGS Active Directory domain;
- I. Create and configure two (2) DNS servers – one (1) in Baltimore, and one (1) in Annapolis;

- J. Provide the following documentation (in Microsoft Office or Adobe Acrobat format): detailed configuration of DNS and AD servers; detailed configuration and documentation of AD, including trust relations with DoIT's AD; processes and maintenance; all IP/Names, DNS and DHCP configurations; and the setup of the Novell IDM implementation and instructions regarding decommissioning IDM when migration from Novell is complete; and
- K. Provide one (1) day of training/knowledge transfer to DGS IT staff.

2.5.4 PHASE 3 – FILE SERVER MIGRATION (August)

- A. Migrate Novell-based DHCP to Microsoft-based DHCP;
- B. Re-point devices to new network service providers, to include DNS, LDAP, and NTP services;
- C. Build three (3) virtual (VMware) Microsoft file servers – two (2) in Baltimore and one (1) in Annapolis. Create file server volumes on new EqualLogic SAN in Baltimore, and on server in Annapolis;
- D. Migrate files/folders from Novell OES file servers to Microsoft file servers;
- E. Configure existing Symantec Backup Exec backup system to backup file servers and virtual environment, as required to safeguard DGS's data at both server locations and enable DGS's ability to restore for disaster recovery and data restoration purposes;
- F. Remove Novell (file server) client and ZENworks (7.0 and 11.2)-from desktops and laptops. This will require a site visit to fifteen (15) sites – 9 in Baltimore, 4 in Annapolis, 1 in Elkton, and 1 in Ellicott City. As part of the site visit, TO Contractor Personnel shall join computers to the DGS Active Directory domain, and move the contents of each user's local profile to their new domain profile. Note: This work must be done the same weekend as the file server cutover;
- G. Provide the following documentation: detailed configuration of file servers, SAN, and VMware; processes and maintenance; all IP/Names, DNS and DHCP configurations; and any relevant information regarding the system/rights/migration/policies; and
- H. Provide one (1) day of training/knowledge transfer to DGS IT staff.

2.5.5 STATE'S OPTION – WORK AT DOIT'S SOLE OPTION

At its option, DoIT may require the TO Contractor to complete the work identified below. TO Contractor's Technical and Financial Proposals must account for the following work under this TORFP:

- A. Upgrade the virtual infrastructure consisting of two (2) VMware ESXi servers in Baltimore from VMware vSphere ESXi v4.1 to a minimum of ESXi v5.0U1 along with upgrading the supporting components (ex. VMware vCenter Server, EqualLogic vCenter plug-in), and bring the one (1) Annapolis ESXi 5.0 server up to the same level (patches, fixes, etc.) as Baltimore, if needed.
- B. Remove GroupWise software from desktops and laptops at the following fifteen (15) sites – 9 in Baltimore, 4 in Annapolis, 1 in Elkton, and 1 in Ellicott City Note: This work can be done during normal business hours and, bandwidth-permitting, can be done remotely from DGS headquarters in Baltimore; and

C. Provide up to forty (40) hours of Post Implementation Support through the end of the Contract term.

2.5.6 WORK HOURS

Work can be done during business hours (7:00 AM - 6:00 PM weekdays) as long as it does not impact DGS' ability to conduct work. Work that will affect DGS production systems will need to be done outside of business hours. The user desktop work defined in Phase 2, Task G must also be done outside of business hours.

2.5.7 PERFORMANCE PROBLEM MITIGATION

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

2.5.8 SUBSTITUTION OF PERSONNEL

The substitution of personnel procedures is as follows. The TO Contractor may not substitute personnel without the prior approval of the agency. To replace any personnel, the TO Contractor shall submit resumes of the proposed 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 shall 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.

2.5.9 HARDWARE, SOFTWARE, AND MATERIALS

The TO Contractor shall supply any needed migration tools. DGS will provide the hardware, Microsoft licensing, and VMware licensing needed for this project.

2.6 DELIVERABLES

2.6.1 DELIVERABLE SUBMISSION PROCESS

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

Drafts of all final written deliverables are required at least two weeks in advance of when all final deliverables are due. Written deliverables defined as draft documents shall 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. The TO Contractor shall memorialize such delivery in an Agency Receipt of Deliverable Form (Attachment 9). The TO Manager shall countersign the Agency Receipt of Deliverable Form indicating receipt of the contents described therein.

Upon receipt of a final deliverable, the TO Manager shall commence a review of the deliverable as required to validate the completeness and quality in meeting requirements. Upon completion of validation, the TO Manager shall issue to the TO Contractor notice of acceptance or rejection of the deliverables in an Agency Acceptance of Deliverable Form (Attachment 9). In the event of rejection, the TO Contractor shall correct the identified deficiencies or non-conformities. Subsequent project tasks may not continue until deficiencies with a deliverable are rectified and accepted by the TO Manager or the TO Manager has specifically issued, in writing, a waiver for conditional continuance of project tasks. Once the State's issues have been addressed and resolutions are accepted by the TO Manager, the TO Contractor shall incorporate the resolutions into the deliverable and resubmit the deliverable for acceptance. Accepted deliverables shall be invoiced within 30 days in the applicable invoice format (Reference Section 2.11 Invoicing).

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

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

2.6.2 MILESTONE & DELIVERABLE DESCRIPTIONS / ACCEPTANCE CRITERIA

ID	Milestones/Deliverables	Acceptance Criteria	Due Date / Frequency
2.6.2.1	Microsoft Project Plan	Tasks defined and assigned as described in Section 2.5.1 of the TORFP.	6/25/13
2.6.2.2	vSphere ESXi Upgrade	Successful upgrade of VMWare as described in Task A in Section 2.5.5	Optional
2.6.2.3	Active Directory running in production at both Baltimore and Annapolis and syncing with eDirectory	Successfully running in production; documented; and DGS trained. On-site and remote Groups and AD accounts may successfully authenticate to DGS and DOIT AD. All other tasks in Section 2.5.3 - Phase 2 successfully completed.	7/31/13
2.6.2.4	Microsoft file servers running in production at both Baltimore and Annapolis	Successfully running in production; documented; and DGS trained. Novell client and ZENworks removed from 95% of all desktops and laptops with a plan for completing any	8/31/13

		remaining removals. All other tasks in 2.5.4 - Phase 3 successfully completed.	
2.6.2.5	GroupWise removed from all desktops and laptops	Software removed and PCs functional as described in Task B in Section 2.5.5.	Optional
2.6.2.6	Post Implementation Support	As Needed Post Implementation Support as described in Task C in Section 2.5.5.	Optional
2.6.2.7	Status Reports	All accomplishments during week and plans for following week.	Weekly, on Fridays

2.7 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES

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

- The State’s System Development Life Cycle (SDLC) methodology
- The State Information Technology Security Policy and Standards
- The State of Maryland Enterprise Architecture.

2.8 TO CONTRACTOR MINIMUM QUALIFICATIONS

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

1. Provide demonstrated experience with at least two (2) successful Active Directory domain controller installations and migrations from Novell to Microsoft AD with organizations of over 400 people, within the last five years. Success of installations and migrations shall be determined by references provided under Section 3.2.1 of the TORFP;
2. Provide demonstrated experience with at least one (1) successful domain controller installation within a VMware environment within the last five years. Success of installation within a VMware environment shall be determined by references provided under Section 3.2.1 of the TORFP; and
3. Provide demonstrated experience with at least one (1) successful VMware vSphere upgrade to version 5.x. Success of VMware upgrades shall be determined by references provided under Section 3.2.1 of the TORFP;

2.9 TO CONTRACTOR PERSONNEL MINIMUM QUALIFICATIONS

The following minimum qualifications are mandatory. The TO Contractor’s staff shall cumulatively demonstrate expertise as follows:

1. A minimum of five (5) years of experience as a systems engineer in the Microsoft environment;
2. A minimum of five (5) years of experience as a systems engineer in the Novell environment; and

3. A minimum of five (5) years of experience delivering the three (3) services listed in Section 2.8.

2.10 TO CONTRACTOR PERSONNEL PREFERRED EXPERTISE

The following is expertise that is preferred for personnel under this TORFP:

1. Experience with using the “free” version of Novell’s IDM to synchronize eDirectory and Active Directory;
2. A Microsoft Certified System Engineer (MCSE) certification or Microsoft Certified IT Professional (MCITP) certification;
3. A Novell Certified Engineer (CNE) certification;
4. Experience with Microsoft Distributed File System;
5. Experience with a multi-site Active Directory domain;
6. Experience with DNS / DHCP; and
7. Experience with OES2 in a SUSE Linux environment

2.11 INVOICE SUBMISSION

Payment will only be made upon completion and acceptance of the fixed-price deliverables defined in Section 2.6. The TO Contractor shall submit invoices for the time and material deliverable, as described in Section 2.6.2.6, on a monthly basis by the 15th day of each month. Invoices shall include all time and material work completed in the previous calendar month. Supporting invoice backup and status report should be submitted along with invoice for payment.

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

2.11.1 INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

- A) The invoice shall identify DoIT as the TO Issuing Agency, the deliverable provided (including Agency Acceptance of Deliverable Form- Attachment 9), associated TO Agreement number, date of invoice, period of performance covered by the invoice, the TO Contractor’s FEIN, and a TO Contractor point of contact with telephone number.
- B) Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS II Master Contract. Invoices for payment shall be submitted to the TO Manager for payment approval. The payment will be paid upon deliverables acceptance.
- C) Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

2.12 CHANGE ORDERS

(1) The TO Procurement Officer unilaterally may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make any change in the work within the general scope of the TO Agreement, including but not limited to changes:

- (a) In the specifications (including drawings and designs):
- (b) In the method or manner of performance of the work;
- (c) In the State-furnished facilities, equipment, materials, service, or site; or
- (d) Directing acceleration in the performance of the work.

(2) Any other written order or an oral order, including a direction, instruction, interpretation or determination, from the TO Procurement Officer that causes any such change, shall be treated as a change order under this clause, provided that the TO Contractor gives the TO Procurement Officer written notice stating the date, circumstances, and source of the order and that the TO Contractor regards the order as a change order.

(3) Except as herein provided, no order, statement, or conduct of the TO Procurement Officer shall be treated as a change under this clause or entitle the TO Contractor to an equitable adjustment hereunder.

(4) Subject to paragraph (6), if any change under this clause 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 under this contract, whether or not changed by an order, an equitable adjustment shall be made and the contract modified in writing accordingly; provided, however, that except for claims based on defective specifications, no claim for any change under paragraph (2) above shall be allowed for any costs incurred more than 20 days before the TO Contractor gives written notice as therein required; and provided further, that in the case of defective specifications for which the State is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the TO Contractor in attempting to comply with such defective specifications.

(5) If the TO Contractor intends to assert a claim for an equitable adjustment under this clause, he shall, within 30 days after receipt of a written change order under paragraph (1) above or the furnishing of written notice under paragraph (2) above, submit to the TO Procurement Officer a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the State. The statement of claim hereunder may be included in the notice under paragraph (2) above.

(6) Each contract modification or change order that affects contract price shall be subject to the prior written approval of the TO Procurement Officer and other appropriate authorities and to prior certification of the appropriate fiscal authority of fund availability and the effect of the modification or change order on the project budget or the total construction cost. If, according to the certification of the fiscal authority, the contract modification or change order will cause an increase in cost that will exceed budgeted and available funds, the modification or change order may not be made unless sufficient additional funds are made available or the scope of the project is adjusted to permit its completion within the project budget.

(7) No claim by the TO Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

The remainder of this page is intentionally left blank.

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 sections in order:

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.
 - 3) Proposed Tools: A description of any tools that will be used to facilitate the work
 - 4) PC/laptop software removal: A description of your proposed approach to removing software from PCs and laptops, including ones that are not available on file server cutover weekend
 - 5) Draft Work Breakdown Structure and Schedule
- B) Proposed Personnel
 - 1) Identify and provide resumes for all proposed personnel.
 - 2) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TOA.
- C) MBE Participation
 - 1) Submit completed MBE documents Attachment 2 - Forms D-1 and D-2.
- D) Subcontractors
 - 1) Identify all proposed subcontractors, including MBEs, and their full roles in the performance of this TORFP Scope of Work.
- E) Master Contractor and Subcontractor Experience and Capabilities
 - 1) Provide a minimum of two (2) examples of work assignments similar to the scope of work in Section 2.5. At least one (1) example of work must clearly show how the TO Contractor meets the minimum qualifications as described in Section 2.8 of the TORFP. Each of the examples shall include a reference complete with the following:
 - a) Name of organization.
 - b) Name, title, email address 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) Start and end dates for each example project or contract. If the proposed personnel are no longer providing these services, an explanation of why services are no longer provided to the client organization.

Note: Contact information provided for references shall be accurate. References shall be knowledgeable of the scope of work and the Offeror's performance. Failure to provide accessible references may result in the Offeror's proposal being deemed not reasonably susceptible for award.

- 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. State of Maryland experience is neither required nor given more weight in proposal evaluations.

F) State Assistance

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

G) Confidentiality

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

3.2.2 THE FINANCIAL RESPONSE OF THE TO PROPOSAL SHALL INCLUDE:

- A) 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 remainder of this page is intentionally left blank.

SECTION 4 - PROCEDURE FOR AWARDING A TO AGREEMENT

4.1 EVALUATION CRITERIA

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

4.2 TECHNICAL CRITERIA

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

- The Master Contractor's proposed solution and understanding of the TORFP Scope of Work based on the required response in Section 3.2.1.A.1.
- Personnel experience required in Section 3.2.1.B.
- Past Performance of the Master Contractor in performing work similar to this TORFP Scope of Work.

4.3 SELECTION PROCEDURES

- 4.3.1 TO Proposals will be assessed throughout the evaluation process for compliance with the TO Contractor minimum qualifications in Section 2.8, the TO Contractor Personnel minimum qualifications in Section 2.9, and the quality of responses to Section 3.2.1 of the TORFP. Master Contractor proposals that fail to meet the minimum qualifications in Sections 2.8 & 2.9 will be deemed not reasonably susceptible for award, i.e., disqualified and their proposals eliminated from further consideration.
- 4.3.2 TO Proposals deemed technically qualified will have their financial proposal considered. All others will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.
- 4.3.3 The State may conduct reference checks of all reference projects proposed in each TO Proposal that meets minimum qualifications.
- 4.3.4 Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.
- 4.3.5 The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, technical merit has greater weight than price.

4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

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

The remainder of this page is intentionally left blank.

ATTACHMENT 1-A: PRICE PROPOSAL

PRICE PROPOSAL FOR CATS II TORFP # F50B3400059

Required Fixed-Price Deliverables

<u>TORFP Section #</u>	<u>Milestones</u>	<u>Fixed-Price</u>
2.6.2.1	Microsoft Project Plan	\$
2.6.2.3	Active Directory successfully running in production in Baltimore and Annapolis / Syncing with eDirectory; All other tasks in Phase 2 successfully completed	\$
2.6.2.4	Microsoft File Servers successfully running in production in Baltimore and Annapolis; All other tasks in Phase 3 successfully completed	\$
	<u>Total Price:</u>	\$

Authorized Individual Name

Company Name

Title

Company Tax ID #

The Fixed-Price is the total amount the State will pay for services and shall be recorded in dollars and cents. The Fixed-Price shall include all direct and indirect costs and profit for the Master Contractor to perform under the TOA.

SUBMIT WITH THE FINANCIAL RESPONSE

ATTACHMENT 1-B: PRICE PROPOSAL

PRICE PROPOSAL FOR CATS II TORFP # F50B3400059

Fixed-Price Deliverables at State's Option

<u>TORFP Section #</u>	<u>Deliverable</u>	<u>Fixed-Price</u>
2.6.2.2	vSphere ESXi Upgrade	\$
2.6.2.5	Group Wise Removed from all Desktops and Laptops	\$
	<u>Total:</u>	\$

Authorized Individual Name

Company Name

Title

Company Tax ID #

The Fixed-Price is the total amount the State will pay for services and shall be recorded in dollars and cents. The Fixed-Price shall include all direct and indirect costs and profit for the Master Contractor to perform under the TOA.

SUBMIT WITH THE FINANCIAL RESPONSE

ATTACHMENT 1-C: PRICE PROPOSAL

PRICE PROPOSAL FOR CATS II TORFP # F50B3400059

Time & Material Deliverable at State's Option

<u>TORFP Section #</u>	<u>Deliverable</u>	<u>Labor Category</u>	<u>Hourly Rate</u>
2.6.2.6	As Needed Post Implementation Support (up to 40 hours)		\$
<u>Total</u> (Hourly Rate x 40 Hour Maximum):			\$

Authorized Individual Name

Company Name

Title

Company Tax ID #

The Hourly Labor Rate is the actual rate the State will pay for services and must be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate, but may be lower, 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.

Submit with the Financial Response

ATTACHMENT 1-D: PRICE PROPOSAL

PRICE PROPOSAL FOR CATS II TORFP # F50B3400059

Total Evaluated Price

<u>DELIVERABLES</u>	<u>PRICES</u>
Enter Total Price from Attachment 1-A	\$
Enter Total Price from Attachment 1-B	\$
Enter Total Price from Attachment 1-C	\$
TOTAL EVALUATED PRICE:	\$

Authorized Individual Name

Company Name

Title

Company Tax ID #

The Fixed-Price is the total amount the State will pay for services and shall be recorded in dollars and cents. The Fixed-Price shall include all direct and indirect costs and profit for the Master Contractor to perform under the TOA.

The Hourly Labor Rate is the actual rate the State will pay for services and must be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate, but may be lower, 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.

Submit with the Financial Response

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING REQUIREMENTS

CATS II TORFP # F50B3400059

These instructions are meant to accompany the customized reporting forms sent to you by the TO Manager. If, after reading these instructions, you have additional questions or need further clarification, please contact the TO Manager immediately.

1. As the TO Contractor, you have entered into a TO Agreement with the State of Maryland. As such, your company/firm is responsible for successful completion of all deliverables under the contract, including your commitment to making a good faith effort to meet the MBE participation goal(s) established for TORFP. Part of that effort, as outlined in the TORFP, includes submission of monthly reports to the State regarding the previous month's MBE payment activity. Reporting forms D-5 (TO Contractor Paid/Unpaid MBE Invoice Report) and D-6 (Subcontractor Paid/Unpaid MBE Invoice Report) are attached for your use and convenience.
2. The TO Contractor shall complete a separate Form D-5 for each MBE subcontractor for each month of the contract and submit one copy to each of the locations indicated at the bottom of the form. The report is due no later than the 15th of the month following the month that is being reported. For example, the report for January's activity is due no later than the 15th of February. With the approval of the TO Manager, the report may be submitted electronically. Note: Reports are required to be submitted each month, regardless of whether there was any MBE payment activity for the reporting month.
3. The TO Contractor is responsible for ensuring that each subcontractor receives a copy (e-copy of and/or hard copy) of Form D-6. The TO Contractor should make sure that the subcontractor receives all the information necessary to complete the form properly, i.e., all of the information located in the upper right corner of the form. It may be wise to customize Form D-6 (upper right corner of the form) for the subcontractor the same as the Form D-5 was customized by the TO Manager for the benefit of the TO Contractor. This will help to minimize any confusion for those who receive and review the reports.
4. It is the responsibility of the TO Contractor to make sure that all subcontractors submit reports no later than the 15th of each month, regardless of whether there was any MBE payment activity for the reporting month. Actual payment data is verified and entered into the State's financial management tracking system from the subcontractor's D-6 report only. Therefore, if the subcontractor(s) do not submit their D-6 payment reports, the TO Contractor cannot and will not be given credit for subcontractor payments, regardless of the TO Contractor's proper submission of Form D-5. The TO Manager will contact the TO Contractor if reports are not received each month from either the prime contractor or any of the identified subcontractors. The TO Contractor shall promptly notify the TO Manager if, during the course of the contract, a new MBE subcontractor is utilized. Failure to comply with the MBE contract provisions and reporting requirements may result in sanctions, as provided by COMAR 21.11.03.13.

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 1

Certified MBE Utilization and Fair Solicitation Affidavit

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

In conjunction with the offer submitted in response to TORFP No. F50B3400059, I affirm the following:

1. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of N/A percent and, if specified in the TORFP, sub-goals of N/A percent for MBEs classified as African American-owned and N/A percent for MBEs classified as women-owned. I have made a good faith effort to achieve this goal.

OR

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

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

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

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

I solemnly affirm under the penalties of perjury that the contents of this paper are true to the best of my knowledge, information, and belief.

Offeror Name

Signature of Affiant

Address

Printed Name, Title

Date

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 2

Minority Business Enterprise Participation Schedule

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

TO Prime Contractor (Firm Name, Address, Phone)	Task Order Description
Task Order Agreement Number F50B3400059	
List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

USE ATTACHMENT D-2 CONTINUATION PAGE AS NEEDED

SUMMARY

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

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

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 2

Minority Business Enterprise Participation Schedule (Continued)

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

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 3

Outreach Efforts Compliance Statement

In conjunction with the bid or offer submitted in response to TORFP # F50B3400059, I state the following:

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

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

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

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

(DESCRIBE EFFORTS)

This project does not involve bonding requirements.

5. Offeror did/did not attend the pre-proposal conference

- No pre-proposal conference was held.

Offeror Name

By: _____
Name

Address

Title

Date

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

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 4

Subcontractor Project Participation Statement

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

Provided that _____ (Prime TO Contractor Name) is awarded the TO Agreement in conjunction with TORFP No. F50B3400059, it and _____, (Subcontractor Name)

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

(Describe work to be performed by MBE):

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

By:

By:

Prime Contractor Signature

Subcontractor Signature

Name

Name

Title

Title

Date

Date

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

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 5

Minority Business Enterprise Participation TO Contractor Paid/Unpaid Invoice Report

Report #: _____ Reporting Period (Month/Year): _____ Report is due by the 15th of the following month.	CATS II TORFP # F50B3400059 Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____
--	---

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

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

Return one copy of this form to the following address:

Linda Bowyer (Department of General Services 301 W. Preston Street Baltimore, MD 21202 linda.bowyer@dgs.state.md.us	Michael Meinel Department of Information Technology 45 Calvert Street, Room 442 Annapolis, MD 21401 Michael.Meinel@Maryland.Gov
---	---

Signature: _____ Date: _____

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 6

Minority Business Enterprise Participation Subcontractor Paid/Unpaid Invoice Report

Report #: _____ Reporting Period (Month/Year): __/_____ Report Due By the 15th of the following Month.	CATS II TORFP # F50B3400059 Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____
MBE Subcontractor Name:	
MDOT Certification #:	
Contact Person:	
Address:	
City:	State: ZIP:
Phone:	FAX:
Subcontractor Services Provided:	
List all payments received from Prime TO Contractor during reporting period indicated above. 1. 2. 3. Total Dollars Paid: \$ _____	List dates and amounts of any unpaid invoices over 30 days old. 1. 2. 3. Total Dollars Unpaid: \$ _____
Prime TO Contractor:	Contact Person:

Return one copy of this form to the following address:

Linda Bowyer (Department of General Services 301 W. Preston Street Baltimore, MD 21202 linda.bowyer@dgs.state.md.us	Michael Meinel Department of Information Technology 45 Calvert Street, Room 442 Annapolis, MD 21401 Michael.Meinel@Maryland.Gov
---	---

Signature: _____ Date: _____

Submit as required in TO Contractor MBE Reporting Requirements

ATTACHMENT 3 - Task Order Agreement

CATS II TORFP # F50B3400059 OF MASTER CONTRACT # 060B9800035

This Task Order Agreement (“TO Agreement”) is made this ____ of _____, 2013 by and between _____ 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 DoIT, as identified in the CATS II TORFP # F50B3400059.
 - b. “CATS II TORFP” means the Task Order Request for Proposals # F50B3400059, dated May 14, 2013, including any addenda.
 - c. “Master Contract” means the CATS II Master Contract between the Maryland Department of Information Technology and _____ dated _____.
 - d. “TO Procurement Officer” means Michael Meinl. 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 _____.
 - f. “TO Contractor” means the CATS II Master Contractor awarded this TO Agreement, whose principal business address is _____.
 - g. “TO Manager” means Linda Bowyer of the Department of General Services. 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 _____.
 - i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS II TORFP dated _____.
 - j. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.
2. Scope of Work
 - 2.1. This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supercede the Master Contract.
 - 2.2. The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS II TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
 - a. The TO Agreement,
 - b. Exhibit A – CATS II TORFP
 - c. Exhibit B – TO Proposal-Technical

d. Exhibit C – TO Proposal-Financial

2.3 The TO Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the TO Agreement. No other order, statement or conduct of the TO Procurement Officer or any other person shall be treated as a change or entitle the TO Contractor to an equitable adjustment under this section. Except as otherwise provided in this TO Agreement, if any change under this section causes an increase or decrease in the TO Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the TO Agreement price shall be made and the TO Agreement modified in writing accordingly. The TO Contractor shall 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 shall include the TO Contractor's Federal Tax Identification Number which is _____. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices shall be submitted to the Agency TO Manager unless otherwise specified herein.

4.4 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer.

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

TO CONTRACTOR NAME

By: Type or Print TO Contractor POC

Date

Witness: _____

STATE OF MARYLAND, Department of Information Technology

By: Elliot Schlanger, Secretary

Date

Witness: _____

ATTACHMENT 4 - Conflict Of Interest Affidavit And Disclosure

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

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

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

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

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

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

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

SUBMIT AS A .PDF FILE WITH TECHNICAL RESPONSE

ATTACHMENT 5 - LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY

RESUME FORM
TORFP # F50B3400059

Instructions: Enter resume information in the fields below; do not submit other resume formats. Submit one resume for each proposed resource

Candidate Name:

Master Contractor:

A. Education / Training

Institution Name / City / State	Degree / Certification	Year Completed	Field Of Study
<add lines as needed>			

B. Relevant Work Experience

Describe work experience relevant to the Duties / Responsibilities and Minimum Qualifications described in Section 2 of the TORFP. Starts with the most recent experience first; do not include non-relevant experience.

<p>[Organization] <i>Description of Work...</i> [Title / Role] [Period of Employment / Work] [Location] [Contact Person (Optional if current employer)]</p>	
<p>[Organization] <i>Description of Work...</i> [Title / Role] [Period of Employment / Work] [Location] [Contact Person]</p>	
<add lines as needed>	

C. Employment History

List employment history, starting with the most recent employment first

Start and End Dates	Job Title or Position	Organization Name	Reason for Leaving
<add lines as needed>			

**PERSONNEL RESUME SUMMARY
(ATTACHMENT 5 CONTINUED)**

*“Candidate Relevant Experience” section must be filled out. Do not enter “see resume” as a response.

D. References

List persons the State may contact as employment references

Reference Name	Job Title or Position	Organization Name	Telephone / Email
<add lines as needed>			
<add lines as needed>			

Proposed Individual’s Name/Company Name:	How does the proposed individual meet each requirement?
LABOR CATEGORY TITLE	
Requirement (See Section 2.9)	Candidate Relevant Experience *
Experience: •	Experience:

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

Master Contractor Representative:

_____ Signature _____ Date _____
 Print Name

Proposed Individual:

_____ Date _____
 Signature

ATTACHMENT 6 - Directions to the Pre-TO Proposal Conference

Pre-Proposal Conference Date: May 20, 2013

Pre-Proposal Conference Time: 1:00 pm

Pre-Proposal Conference Location: 45 Calvert Street, Room 163 A&B, Annapolis, MD 21041

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 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 # F50B3400059 for Novell to Microsoft Migration. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to _____. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information 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 Michael Meinel, Department of Information Technology on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR'S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.
8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

OFFEROR: _____

BY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

ATTACHMENT 8 - NON-DISCLOSURE AGREEMENT (TO Contractor)

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made as of this ___ day of _____, 200__, by and between the State of Maryland (“the State”), acting by and through its 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 Novell to Microsoft Migration TORFP No. F50B3400059 dated May 13, 2013, (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 _____ (the “Confidential Information”).

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

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

8. TO Contractor acknowledges that any failure by the TO Contractor or the TO Contractor's Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the TO Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The TO Contractor consents to personal jurisdiction in the Maryland State Courts. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages from the TO Contractor and the TO Contractor's Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the TO Contractor or any of the TO Contractor's Personnel to comply with the requirements of this Agreement, the TO Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
9. TO Contractor and each of the TO Contractor's Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement and the TO Contractor shall provide originals of such executed Agreements to the State.
10. The parties further agree that:
 - a. This Agreement shall be governed by the laws of the State of Maryland;
 - b. The rights and obligations of the TO Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;
 - c. The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
 - d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
 - e. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and
 - f. The Recitals are not merely prefatory but are an integral part hereof.

Contractor/Contractor's Personnel:

Name: _____

Title: _____

Date: _____

Department of Information Technology:

Name: _____

Title: _____

Date: _____

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

ATTACHMENT 9 – TO CONTRACTOR SELF-REPORTING CHECKLIST

The purpose of this checklist is for CATS II Master Contractors to self-report on adherence to procedures for task orders (TO) awarded under the CATS II master contract. Requirements for TO management can be found in the CATS II master contract RFP and at the TORFP level. The Master Contractor is requested to complete and return this form by the **Checklist Due Date** below. Master Contractors may attach supporting documentation as needed. Please send the completed checklist and direct any related questions to contractoversight@doit.state.md.us with the TO number in the subject line.

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

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

Yes No (If no, explain why) _____

Section 4 – MBE Participation

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

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

Yes No (If no, explain why) _____

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

(Example - \$3,000 was paid to date to the MBE sub-contractor; \$10,000 was paid to date on the TO; the MBE percentage is 30% (3,000 ÷ 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 – AGENCY ACCEPTANCE OF DELIVERABLE FORM

Agency Name: Department of Information Technology

TORFP Title: Migration from Novell E-Directory to Microsoft Active Directory and Novell File Servers to Microsoft File Servers (Novell to Microsoft Migration)

TO Manager: Linda Bowyer, Linda.Bowyer@dgs.state.md.us

To:

The following deliverable, as required by TO Agreement # F50B3400059, has been received and reviewed in accordance with the TORFP.

Title of deliverable: _____

TORFP Contract Reference Number: Section # _____

Deliverable Reference ID # _____

This deliverable:

Is accepted as delivered.

Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

TO Manager Signature

Date Signed

ATTACHMENT 11 – 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: _____

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
