



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

Mainframe Equipment Maintenance

CATS II TORFP #Q00B3400042

Department of Public Safety and Correctional Services (DPSCS)
Information Technology and Communications Division (ITCD)

ISSUE DATE: January 29, 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 (DoIT) and subsequent Master Contract Project Number 060B9800035, including any amendments.

TORFP NAME:	Mainframe Equipment Maintenance
FUNCTIONAL AREA:	Functional Area 6
TORFP ISSUE DATE:	January 29, 2013
Closing Date and Time:	February 21 2013at 10:00 AM
TORFP Issuing Office:	Department of Public Safety and Correctional Services Information Technology and Communications Division
Questions and Proposals are to be sent to:	Arthur E. Petersen, Jr. aepetersen@dpscs.state.md.us
TO Procurement Officer	Arthur E. Petersen, Jr. Office Phone: 410-585-3116 Office Fax: 410-358-8671
TO Manager:	Moses Walker Jr. Office Phone: 410-585-2909 Office Fax: 410-653-4529
Project Number:	Q00B3400042
TO Type:	T&M and Fixed Price
Period of Performance:	April 25, 2013 – May 31, 2014
Minority Business Enterprise (MBE) Goal:	5 %
Small Business Reserve (SBR):	No
Primary Place of Performance:	Public Safety Data Center 1201 Reisterstown Road, Building F Pikesville, Maryland 21208
State Furnish Work Site and/or Access to Equipment, Facilities or Personnel:	N/A
TO Pre-Proposal Conference:	Department of Public Safety and Correctional Services Informational Technology and Communications 1201 Reisterstown Road, Building F Baltimore, Maryland 21208 February 8, 2013 at 10:00 A.M. See Attachment 6 for Directions

SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement. See Section 2.15 for information on change orders.

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

1.2 TO AGREEMENT

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

The TO Procurement Officer will not accept submissions after the stated date and exact time. The time will be local time as determined by DPSCS/ITCD e-mail system time stamp. The TO Proposal shall be submitted via e-mail as two attachments in MS Word format. The "subject" line in the e-mail submission shall state the TORFP #Q00B3400042. The first file will be the TO Proposal technical response to this TORFP and shall be titled, "CATS II TORFP #Q00B3400042 Technical." The second file will be the financial response to this CATS II TORFP and shall be titled, "CATS II TORFP #Q00B3400042 Financial." The following proposal documents must be submitted with required signatures as .PDF files with signatures clearly visible:

- Attachment 1 – Price Proposal
- Attachment 2 - MBE Forms
- Attachment 4 - Conflict of Interest and Disclosure Affidavit

1.4 ORAL PRESENTATIONS/INTERVIEWS

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

1.5 MINORITY BUSINESS ENTERPRISE (MBE) UTILIZATION

1.5.1 DEFINITIONS:

(1) "Certification" means a determination by the certification agency through the procedures outlined in COMAR 21.11.03 that a legal entity is a minority business enterprise for purposes of these regulations.

(2) "Certification agency" means the Department of Transportation, Office of Minority Business Enterprise.

(3) "Control" means the exercise of the power to manage and operate a business enterprise.

(4) "Certified minority business enterprise" means a minority business enterprise that holds a certification issued by the certification agency.

(5) "Commercially Useful Function" means work performed by an MBE which in light of industry practices and other relevant considerations, has a necessary and useful role in the transaction of a kind for which there is a market outside the MBE Program, and is not a superfluous step added in an attempt to obtain credit toward achieving goals. Work performed by an MBE in a particular transaction can be counted toward MBE goals only if the Department determines that it involves a commercially useful function.

(6) Economically Disadvantaged Individual.

(a) "Economically disadvantaged individual" means a socially disadvantaged individual whose ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same or similar line of business who are not socially disadvantaged.

(b) "Economically disadvantaged individual" does not include an individual whose personal net worth exceeds \$1,500,000, as adjusted annually for inflation by the certification agency according to State Finance and Procurement Article, §14-301, Annotated Code of Maryland.

(7) "Joint venture" means an association of two or more persons to carry out a single business activity for a limited purpose or time.

(8) "MBE classification" means the racial, ethnic, or gender classification, assigned to the firm by the certification agency upon the firm obtaining MBE certification.

(9) "MBE Director" means the employee designated by the Secretary of the Department of Public Safety and Correctional Services ("Department") to serve as the MBE liaison officer as required by COMAR 21.11.03.05, and whose responsibilities include administering the Department's MBE Program.

(10) "Minority business enterprise (MBE)" means any legal entity, other than a joint venture, organized to engage in commercial transactions which is (i) at least 51 percent owned and controlled by one or more individuals who are socially and economically disadvantaged; and (ii) managed by, and the daily business operations of which are controlled by, one or more of the socially and economically disadvantaged individuals who own it. "Minority business enterprise" includes a not-for-profit entity organized to promote the interests of physically or mentally disabled individuals.

(11) "Office of Minority Affairs" means the Governor's Office of Minority Affairs.

(12) "Ownership" means:

(a) For a sole proprietorship, that the sole proprietor is a socially and economically disadvantaged individual, and if the ownership interest held by a socially and economically disadvantaged individual is subject to formal or informal restrictions such as options, security interests, agreements, etc., held by a person who is not a socially and economically disadvantaged individual, the options, security interests, agreements, etc. held by that person may not significantly impair the socially and economically disadvantaged individual's ownership interest;

(b) For a partnership, or limited liability company (LLC), that at least 51 percent of the partnership's or LLC's assets or interests are owned by a socially and economically disadvantaged individual or individuals, and if the ownership interest held by a socially and economically disadvantaged individual is subject to formal or informal restrictions such as options, security interests, agreements, etc. held by a person who is not a socially and economically disadvantaged individual, the options, security interests, agreements, etc. held by that person may not significantly impair the socially and economically disadvantaged individual's ownership interest; and

(c) For a corporation, that legal and equitable ownership of at least 51 percent of all voting stock and a cumulative total of at least 51 percent of all class of stock, bonds, or other securities issued by the corporation is

owned by socially and economically disadvantaged individuals, and if an ownership interest held by a socially and economically disadvantaged individual is subject to formal or informal restrictions such as options, security interests, agreements, etc. held by a person who is not a socially and economically disadvantaged individual, the options, security interests, agreements, etc. held by that person may not significantly impair the socially and economically disadvantaged individual's ownership interest.

(13) "Procurement agency" means the Department of Public Safety and Correctional Services ("Department").

(14) "Procurement Officer" means the person authorized by the Department in accordance with law or regulations to formulate, enter into, or administer this Contract and/or make written determinations and findings with respect to this Contract.

(15) Socially Disadvantaged Individual.

(a) "Socially disadvantaged individual" means an individual who has been subjected to racial or ethnic prejudice or cultural bias within American society because of membership in a group and without regard to individual qualities.

(b) "Socially disadvantaged individual" does not include an individual disadvantaged from circumstances within the control of the individual.

(16) Socially and Economically Disadvantaged Individual.

(a) "Socially and economically disadvantaged individual" means a citizen or lawfully admitted permanent resident of the United States who is socially disadvantaged and economically disadvantaged.

(b) "Socially and economically disadvantaged individual" is rebuttably presumed to include a member of any of the following groups:

(i) African American, which includes an individual having origins in any of the black racial groups of Africa;

(ii) American Indian/Native American, which includes an individual having origins in any of the original peoples of North America and who is a documented member of a North American Tribe, Band, or otherwise has a special relationship with the United States or a state through treaty, agreement, or some other form of recognition, including an individual who claims to be an American Indian/Native American and who is so regarded by the American Indian/Native American community of which the individual claims to be a part, but not including an individual of Eskimo or Aleutian origin;

(iii) Asian, which includes an individual having origins in the Far East, Southeast Asia, or the Indian Subcontinent, and who is so regarded by the community of which the person claims to be a part;

(iv) Hispanic, which includes an individual of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race, and who is so regarded by the community of which the person claims to be a part;

(v) Physically or mentally disabled, which includes an individual who has an impairment that substantially limits one or more major life activities, who is regarded generally by the community as having such a disability, and whose disability has substantially limited the individual's ability to engage in competitive business;

(vi) Women, which includes an individual woman, regardless of race or ethnicity; or

(vii) Any other individual found by the certification agency to be socially and economically disadvantaged.

(c) "Socially and economically disadvantaged individual" does not include an individual whose personal net worth exceeds \$1,500,000, as adjusted annually for inflation by the certification agency according to State Finance and Procurement Article, §14-301, Annotated Code of Maryland.

(17) "Solicitation notice" means public notice of a solicitation for bids, offers, or expressions of interest which contains the nature of the procurement, relevant dates, the availability of solicitation documents, if any, and other pertinent information. The notice may consist of but is not limited to:

(a) Legal advertisement;

(b) Newspaper notice;

(c) Bid board notice;

(d) Bid or proposal documents including the invitation for bids or request for proposals; or

(e) eMaryland Marketplace notice.

1.5.2 MBE CONTRACT GOAL:

This Contract includes an MBE participation goal for subcontracting, and/or procurement of materials, and/or services. Bidder/offers must make a good faith effort to meet the MBE participation goal before bids or proposals are due. Each bidder/offeror shall submit with their bid/offer a fully completed **Certified MBE Utilization and Fair Solicitation Affidavit (Form DPSCS OS 01 MBE)** whereby the bidder/offeror acknowledges that they intend to meet or exceed the overall MBE participation goal and/or subgoals, or are unable to achieve the MBE participation goal and/or subgoals and requests a waiver of the overall MBE participation goal and/or subgoals.

If the bidder/offeror fails to submit all pages of the fully and properly completed Certified MBE Utilization and Fair Solicitation Affidavit (DPSCS OS 01 MBE) with the bid/offer as required, the Procurement Officer shall deem the bid/offer non-responsive or shall determine that the bid/offer is not reasonably susceptible of being selected for award.

If the bidder/offeror fails to identify the specific MBEs, as well as the specific percentage to be paid under the contract to each individual MBE listed, the Procurement Officer shall deem the bid/offer non-responsive or that the bid/offer is not reasonably susceptible of being selected for award.

The bidder/offeror shall seek commitments from MBEs by subcontracting and/or the procurement of materials and/or services, the combined value of which equals or exceeds the established minimum overall MBE participation contract goal of 5% with subgoals of 0% for Women Owned MBEs and 0% for African American Owned MBEs. The bidder/offeror shall structure its award of subcontracts in a good faith effort to achieve the MBE goals with businesses certified by the State of Maryland as minority owned and controlled. The MBE firms utilized on this contract must perform services, subcontractable items of work or provide supplies specific to the actual scope of this contract. MBE participation unrelated to the specific scope of work on this contract will not be counted towards to the MBE participation goal, which includes indirect expenses performed by MBE firms.

A MBE TO Contractor, including a joint venture that includes an MBE partner(s), responding to the solicitation shall also comply with the above MBE subcontracting goal and subgoals requirement stated in this contract.

By submitting a response to this procurement, the bidder/offeror agrees that the MBE firms, MBE percentages and items of work listed on the **Certified MBE Utilization and Fair Solicitation Affidavit (Form DPSCS OS 01 MBE)** at the time of bid or initial proposal shall be performed by those same certified MBEs during the course of

the life of the contract. Performance of the requirements of this Section by the TO Contractor and MBE businesses shall be in accordance with Title 14, Subtitle 3 of the State Finance and Procurement Article of the Annotated Code of Maryland and COMAR 21.11.03.

A bidder/offeror may count toward its MBE goal 100% of its expenditures for materials and supplies obtained from MBE regular dealers provided the MBE assumes the actual and contractual responsibility for the materials and supplies and performs a commercially useful function in the supply process. The bidder/offeror may count towards its MBE goal 100% of its expenditures to a MBE manufacturer (i.e., a supplier that produces goods from raw materials or substantially alters them before resale).

When a bidder/offeror intends to attain the appropriate goal for MBE participation by use of a joint venture which includes an MBE, the bidder/offeror shall submit documented proof of the joint venture's corporate structure showing the extent of the MBE participation, documented proof of contributions used to acquire ownership within the joint venture for each owner and a bank authorization form (a letter from a bank official stating who has authority to sign checks on the business account is acceptable). Documentation may include agreements such as lease, loan, distributorship, or any other type of formal written agreements. Include agreements with any financial institutions or other types of businesses/individuals and proof of payment, if applicable, Trust Agreements held by any owner claiming disadvantaged status. If a bidder/offeror intends to use a joint venture as a subcontractor to meet its goal, the documentation shall be submitted through the bidder/offeror by the proposed subcontractor and signed by all parties.

In making a good faith effort to achieve the MBE goal, prior to completing the **Certified MBE Utilization and Fair Solicitation Affidavit (Form DPSCS OS 01MBE)** and prior to submitting a bid or initial proposal bidders/offerors including those bidder/offerors that are certified MBEs must:

- a. Identify specific work categories within the scope of the procurement appropriate for subcontracting and/or procurement of materials and/or services;
- b. Solicit certified MBEs in writing at least ten (10) days before bids or initial proposals are due, describing the identified work categories and providing instructions on how to bid on the subcontracts and/or procurement of materials and/or services;
- c. Attempt to make personal contact with the certified MBEs solicited and document all such attempts;
- d. Assist certified MBEs to fulfill, or to seek waiver of, bonding requirements; and
- e. Attend prebid or other meetings the Department schedules to publicize contracting opportunities to certified MBEs.

If at any time after submission of a bid or proposal and before execution of a contract, the apparent successful bidder/offeror determines that a certified MBE listed on the **Certified MBE Utilization and Fair Solicitation Affidavit (Form DPSCS OS 01 MBE)**, has become or will become unavailable, the apparent successful bidder/offeror shall immediately notify the Procurement Officer and the MBE Director. Any desired change in the MBE participation must be approved in advance by the Procurement Officer after consultation with the MBE Director. The request for a change to the MBE participation schedule shall indicate the contractor's efforts to substitute another certified MBE subcontractor to perform the work. Desired changes occurring after the date of contract execution may occur only upon written approval by the agency head and subsequently by contract amendment (COMAR 21.11.03.12).

1.5.3 TO CONTRACTOR'S BID RESPONSIBILITIES:

Within ten (10) working days after notification that it is the apparent awardee or the date of the actual award, whichever is earlier, the apparent awardee must provide the following additional documentation to the TO Procurement Officer:

(1) **(Form DPSCS OS 03 MBE) - Subcontractor Project Participation Certification.** The Subcontractor Project Participation Certification must be signed by both the bidder/offeror and each certified MBE listed on the **Certified MBE Utilization and Fair Solicitation Affidavit (Form DPSCS OS 01 MBE)** submitted at the time of bid or offer.

(2) **(Form DPSCS OS 04 MBE) - Outreach Efforts Compliance Statement.** This form must be signed by the bidder/offeror.

(3) If the bidder/offeror has requested a waiver at the time of bid on the **Certified MBE Utilization and Fair Solicitation Affidavit (Form DPSCS OS 01 MBE)**, the bidder/offeror shall submit a fully documented waiver request that complies with COMAR 21.11.03.11. The waiver may be granted by the Secretary or designee. To obtain approval of a waiver, the bidder/offeror shall submit the following:

- (a) A detailed statement of efforts made prior to bid to contact and negotiate with MBEs including the dates, names, addresses, and telephone numbers of MBEs who were contacted; a description of the information provided to the MBEs regarding the work to be performed, anticipated schedule for portions of the work to be performed; and a detailed statement of the reasons why additional prospective agreements with MBEs were not reached;
- (b) A detailed statement of the efforts made to select portions of the work proposed to be performed by MBEs in order to increase the likelihood of achieving the stated goals;
- (c) For each MBE that the Contractor considers not qualified, but from which a bid has been received, a detailed statement of the reasons for the bidder/offeror's conclusion; and a list of MBE Subcontractors found to be unavailable. This list should be accompanied by a **MBE Subcontractor Unavailability Certificate (Form DPSCS OS 05 MBE)** signed by each MBE firm contacted or a statement from the apparent low bidder/offeror that the MBE firm refused to give the written certification.

(4) Any other documentation considered appropriate by the Department to ascertain bidder/offeror responsibility in connection with the contract MBE participation goal.

(5) No award shall be made until all requirements relating to MBE participation have been met and documented by the Department.

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

1.5.4 GUIDANCE CONCERNING GOOD FAITH EFFORTS

The following is a list of the types of actions and factors that will be used to determine the bidder/offeror's good faith efforts to obtain MBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

(1) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of certified MBEs who have the capability to perform the work of the contract. The bidder/offeror must solicit this interest within ten (10) days of bid to allow the MBEs to respond to the solicitation. The bidder/offeror must determine with certainty if the MBEs are interested by taking appropriate steps to follow up initial solicitations.

(2) Selecting portions of the work to be performed by MBEs in order to increase the likelihood that the MBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE participation, even when the bidder/offeror might otherwise prefer to perform these work items with its own forces.

(3) Providing interested MBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

(4) (a) Negotiating in good faith with interested MBEs. It is the bidder/offerer's responsibility to make a portion of the work available to MBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available MBE subcontractors and suppliers, so as to facilitate MBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of MBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for MBEs to perform the work.

(b) A bidder/offeror using good business judgment would consider a number of factors in negotiating with subcontractors, including MBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using MBEs is not in itself sufficient reason for a bidder/offerer's failure to meet the contract MBE goal, as long as such costs are reasonable. Also, the ability or desire of a TO Contractor to perform the work of a contract with its own organization does not relieve the bidder/offeror of the responsibility to make good faith efforts. Bidder/offerers are not, however, required to accept higher quotes from MBEs if the price difference is excessive or unreasonable.

(5) Rejecting MBEs as being unqualified without sound reasons. The TO Contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal.

(6) Making efforts to assist interested MBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.

(7) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of MBEs.

(8) In determining whether a bidder/offeror has made good faith efforts, the Department may take into account the performance of other bidders/offerers in meeting the contract goal. For example, when the apparent successful bidder/offeror fails to meet the contract goal, but others meet it, the Department may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful bidder/offeror could have met the goal as well. If the apparent successful bidder/offeror fails to meet the goal, but meets or exceeds the average MBE participation obtained by other bidders/offerers, the Department may view this, in conjunction with other factors, as evidence of the apparent successful bidder/offeror having made good-faith efforts.

1.5.5 MBE COMPLIANCE MEETING

A mandatory MBE Compliance Meeting will be conducted to review the responsibilities of the Department, the TO Contractor and the MBE's personnel relative to MBE compliance and documentation. If at all possible, the meeting will be held in conjunction with the pre-work meeting, or not more than three (3) weeks after starting work on the contract.

The TO Manager will schedule the meeting with concurrence from the MBE Office. The TO Manager will notify the following of the date, time and location. At least one (1) week advanced notice will be required.

(a) Department Representation.

- (1) Director, MBE Office or Designee
- (2) Procurement Officer or Designee
- (3) TO Manager

(b) Contract Representatives.

- (1) Superintendent - Prime Contractor
- (2) MBE Officer - Prime Contractor
- (3) Owner/Superintendent/Foreman representing each MBE firm listed on the DPSCS OS 01 form at the time of bid.

The TO Manager and DPSCS MBE Representative will jointly conduct the meeting. The TO Contractor is to ensure the attendance of the MBE Representatives and relay to them that the meeting is mandatory and failure to appear is considered non-compliance with the contract requirements.

1.5.6 RECORDS AND REPORTS:

The TO Contractor shall submit an **MBE Monthly Payment Report (DPSCS OS 06 MBE)** showing each MBE firm that was listed on the **MBE Participation Packet (DPSCS OS 01 MBE)** at the time of bid, or added by way of a contract amendment on corresponding **Form DPSCS OS 02 MBE**. To assure that the MBE participation goal is being met, the TO Contractor's retainer, if applicable, (for any project over \$50,000) may be held until the completion of the project and until all required documentation has been provided to the Department. **Form DPSCS OS 06 MBE** shall be submitted to the MBE Office and the Contract Monitor by the 10th of each month throughout the life of the contract.

The TO Contractor is to ensure that all MBE firms listed at the time of bid, or added by way of contract amendment, submit **Form DPSCS OS 08 MBE – MBE Subcontractor Payment Report**. These forms should be submitted by the 10th of each month directly to the MBE Office and the TO Manager. It is the responsibility of the TO Contractor to send this form to the subcontractor at the start of the contract. Further, it is the TO Contractor's responsibility to ensure the MBE Reports are submitted monthly and that this requirement is a part of the primes' subcontract agreement with all MBE Subcontractors.

The TO Contractor, by accepting award of this contract, agrees: (1) to provide documentation as requested by the Department pursuant to COMAR 21.11.03.13; (2) to provide the State's representatives right of entry onto the project site at any reasonable time for purposes of verifying compliance with the MBE requirements, and to (3) comply in all respects with Title 14, Subtitle 3 of the State Finance and Procurement Article of the Annotated Code of Maryland and COMAR 21.11.03.

The TO Contractor shall maintain such records as are necessary to confirm compliance with its MBE utilization obligations. These records shall indicate the identity of minority and non-MBE subcontractors employed on the Contract, the type of work performed by each, the actual dollar value of work, services and payment to each subcontractor and supplier, including date of each payment made.

All records concerning MBE participation must be retained by the TO Contractor and all subcontractors and shall be available for inspection by the Department for a period of three (3) years after final payment has been received by the TO Contractor. Failure of the TO Contractor to submit the required MBE participation information may result in sanctions being imposed.

1.5.7 ENFORCEMENT:

The Department is responsible for ensuring compliance with the terms of the MBE Program. All of the above referenced MBE documents will be made a part of the contract file and will be subject to compliance reviews, formal and informal, by the Department. The Department has the authority to conduct informal on-site project compliance reviews at any time without prior notification.

When conducting a formal compliance review, either at the TO Contractor or MBE's office, the Department will provide written notification to the TO Contractor and/or MBE of a pending compliance review at least ten (10)

calendar days prior to the formal compliance review. This notification will inform the TO Contractor and/or MBE of the date, time and location of the review. The TO Contractor and/or MBE will have the following available for inspection:

- (1) Copies of purchase orders, invoices and subcontracts between the TO Contractor and MBE containing Equal Opportunity clauses;
- (2) Records to indicate the number, names, dollar value of the MBE subcontracts, and the scheduled times for each certified MBE to be on the job site;
- (3) Any other appropriate documents required to determine compliance.

If the Department determines that the TO Contractor or MBE is not in compliance with this section:

(1) Except as provided in (2) below, the Department will notify the TO Contractor and/or MBE of measures which must be taken to restore the TO Contractor and/or MBE to a state of compliance and the time within which these measures must be taken. If the TO Contractor or MBE fails to take corrective action, within the time required, the Department's representative will make a final report of noncompliance to the TO Contractor and direct the imposition of one (1) or more of the sanctions listed below:

- (a) Suspension of work on the project, pending correction;
- (b) Withholding payment or a percentage thereof, pending correction;
- (c) Referral of MBEs to the Maryland Department of Transportation Office of MBE, for review for decertification;
- (d) Initiation of suspension in accordance with COMAR regulations;
- (e) Referral to the Office of the Attorney General for review/initiation of debarment or for review and possible referral for criminal prosecution;
- (f) Referral to the Governor's Office of Minority Affairs Fraud Hotline;
- (g) Termination of the contract;
- (h) Any other action as appropriate, within the discretion of the Secretary.

(2) When circumstances warrant such action, in the judgment of the Department, it may take action to enforce the contractual obligations regarding MBE participation without notice to the TO Contractor and without giving the TO Contractor any opportunity to cure.

If the documentary material submitted by the TO Contractor and/or MBE to determine compliance status contains false, misleading information or other misrepresentations, the matter will be referred to the Office of the Attorney General for appropriate legal action and to the Governor's Office of Minority Affairs for investigation of potential fraud. The Department may request any and all other documents and information and may take any and all other actions permitted or required by Title 14, Subtitle 3 of the State Finance and Procurement Article and by COMAR 21.11.03 to enforce and ensure compliance with the law and the contract.

1.5.8 MBE MODIFICATIONS

During the life of the contract, all plans to modify the approved MBE Participation Packet will require the approval of the Procurement Officer, with concurrence from the MBE Director and written approval of agency head. This will include any decreases to items of work to be sublet or materials and services to be obtained which differs from

those in the original **MBE Participation Packet (DPSCS OS 01 MBE)**. All requests for revisions shall be directed to the appropriate Procurement Officer, with a carbon copy to the MBE Director, for disposition.

In addition, when directed by the Department, the TO Contractor shall terminate, without liability to the Department, its contract with a firm, which for any reason, or no longer eligible to do business in the State. The TO Contractor is required to submit promptly plans for maintaining the required MBE participation on the project or appropriate request for revision of all or part of the contract goal with appropriate documentation to support good faith efforts as stated above.

1.5.9 CONTRACTOR ASSISTANCE:

Contractors requiring assistance in obtaining advisory information should contact the Board Of Public Works, Louis L. Goldstein Treasury Building; 80 Calvert Street, Room 117, Annapolis, Maryland 21401; Fax: 410 974-5240, Toll Free: 877 591-7320, or phone, 410 260-7335. The Board of Public Work's website address is <http://www.bpw.state.md.us/>.

Contractors requiring assistance in obtaining MBE Program information should contact the Governor's Office of Minority Affairs (GOMA), 6 St. Paul Street, Suite 1502, Baltimore, Maryland 21202 or phone 410 767-8232, Toll Free: 877-558-0998. GOMA's website address is <http://www.mdminoritybusiness.com/index.html>.

Contractors requiring assistance in locating certified MBEs are encouraged to search the MBE Directory on the Maryland Department of Transportation's (MDOT) website. Contractors can contact the MDOT, Minority Business Enterprise Office at 7201 Corporate Center Drive, P.O. Box 548, Hanover, MD 21076, or phone In State (410) 865-1142 or toll free 1-888-713-1414. MDOT's website is <http://www.mdot.state.md.us/>.

Contractors requiring assistance in completing the Department's MBE Forms should contact the MBE Office. The contact information is 6776 Reisterstown Road, Suite 208, Baltimore, Maryland 21215, phone 410-585-3744 or by email at mbe@dpscs.state.md.us.

1.6 CONFLICT OF INTEREST

The TO Contractor awarded the TO Agreement shall provide IT consulting services for State agencies or component programs with those agencies, and must do so impartially and without any conflicts of interest. Each Master Contractor shall complete and include a Conflict of Interest Affidavit in the form included as Attachment 4 this TORFP with its TO Proposal. If the TO Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the TO Procurement Officer may reject a Master Contractor's TO Proposal under COMAR 21.06.02.03B.

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

1.7 NON-DISCLOSURE AGREEMENT

Certain system documentation may be available for potential Offerors to review at a reading room at the Office of Procurement, 6776 Reisterstown Road, Baltimore, Maryland 21215. 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 TO Agreement in order to fulfill the requirements of the TO Agreement. The TO Contractor, employees and agents who review such documents will be required to sign, including but not limited to, a Non-Disclosure Agreement 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 TO Agreement amount established.

1.9 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

Department of Information Technology (DoIT) is responsible for contract management oversight on the CATS II Master Contract. As part of that oversight, DoIT has implemented a process for self-reporting contract management activities of CATS II task orders (TO). This process shall typically apply to active TOs for operations, maintenance, and support valued at \$1 million or greater, but all CATS II TOs are subject to review.

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

SECTION 2 - SCOPE OF WORK

2.1 PURPOSE

The Department of Public Safety and Correctional Services-Information, Technology and Communications Division (DPSCS/ITCD) is issuing this CATS II TORFP to obtain maintenance service for the Department's data processing equipment. This maintenance service is to include scheduled maintenance and repair of all equipment listed within this contract. DPSCS/ITCD equipment currently consists of two mainframe computers with associated peripherals. The objectives are to obtain a TO Contractor that shall:

2.1.1 Provide maintenance for the Department's information processing equipment as defined in Section 2.8 Equipment List. Equipment quantities may vary slightly from those specified in any resulting contract. Appropriate adjustment will be made in the contract to allow for the variation in quantity. The cost to maintain or repair all equipment listed in this bid shall consist of labor and any required parts necessary to maintain or repair equipment (See Section 2.17 - Work Order Process).

2.1.2 Provide a single source of contact for all equipment maintenance.

2.1.3 Ensure all equipment shall be maintained 24 hours per day, seven days per week, and 365 days per year.

2.1.4 Ensure the following Service Level Agreement for all service calls:

Priority Level	Phone Response	Time for Technician to be On-Site and begin Resolution	Response Availability	Comments
Critical / System Down / Priority 1	Within 30 Minutes of receipt	Within One Hour or Less	24 hours per day, seven days per week, and 365 days per year	Remain Priority 1 during the life of the problem unless changed by the Data Center or Maryland Correctional Enterprises
Emergency / Business Process Interruption / Priority 2	Within 30 Minutes of receipt	Within Two Hours or Less	24 hours per day, seven days per week, and 365 days per year	Escalate to Priority 1 if not resolved within 4 hours
Normal / Priority 3	Within 30 Minutes of receipt	Within Two Hours or Less	24 hours per day, seven days per week, and 365 days per year	Escalate to Priority 2 if not resolved within 8 hours

NOTE: The Data Center or Maryland Correctional Enterprises management has the right to adjust the priority level of any service call and has the responsibility to notify the vendor immediately of such a change

2.1.5 Ensure that all manufacturers' announced engineering changes and diagnostic routines shall be installed within 30 days from the date of availability by the manufacturer. Installation of equipment shall be scheduled with either the Data Center's Operations Manager or the manager with designated responsibility for the equipment. The TO Contractor shall be able to provide Remote Support Facility (RSF). This feature allows the TO contractor to communicate with the devices remotely on zSeries and 3494 devices.

- 2.1.6 Adhere to the equipment manufacturer's maintenance schedule and procedures for preventive maintenance. In addition, the TO Contractor shall provide a recommended preventive maintenance schedule, process and procedure for all equipment listed. The cost to be supplied shall include preventive maintenance.
- 2.1.7 Ensure that all replacement parts shall be new and from the original machine manufacturer or certified by the manufacturer to be equivalent to new. These parts shall be in adequate supply in the Baltimore-Metropolitan area so as to keep down-time to a minimum.

2.2 TO CONTRACTOR REQUIREMENTS

The TO Contractor shall provide maintenance for the Department's information processing equipment. Equipment quantities may vary slightly from those specified in any resulting contract. Appropriate adjustments will be made in the contract to allow for the variation in quantity. The cost to maintain or repair all equipment listed in this bid shall consist of labor and any required parts necessary to maintain or repair equipment (See Section 2.17 - Work Order Process).

2.3 TO CONTRACTOR POINT OF CONTACT/ COMMUNICATION PLAN

The TO Contractor shall provide a single Point-of-Contact (POC) for the duration of the contract. The TO Contractor shall provide and maintain a Communication Plan that includes the following information for technical/management support contact person(s): address, business phone number(s), alternate contact number(s), pager number(s), cell phone number(s) and email address(es).

2.4 REPLACEMENT/REPAIR PARTS

The TO Contractor shall be responsible for technical support and overnight replacement of any defective unit with continuous secured ownership. All replacement and/or repair parts shall be new and from the Original Equipment Manufacturer (OEM), or certified to be equivalent in quality and function by the OEM (in the form of an equivalent replacement list). All replacement parts shall be warranted by the vendor for a minimum of 90 days or more as specified by the manufacturer after installation. Should it become necessary to replace a part covered by the warranty, all costs associated with the replacement shall be borne by the TO Contractor.

2.5 ADDITION OF NEW EQUIPMENT

The addition of any new equipment shall be serviced and priced the same as all other like equipment. The equipment shall come under maintenance immediately after the warranty period. Any addition or deletion of equipment will be accomplished through a contract modification from the State to the TO Contractor.

2.6 EQUIPMENT LIST

MAINFRAME EQUIPMENT FOR DATA CENTER
1201 REISTERSTOWN RD, BLDG F PIKESVILLE,
MD 21208

QTY	DESC	TYPE	SERIAL#
1	3494-D14	3494-D14	7889791
1	Tape Drives	3590 E	78C6864
1	Tape Drives	3590 E	78C6890
1	Tape Drives	3590 E	78C6875
1	terminal	3486	
1	3492 -D22	3494 - D22	7889190
1	Tape Drives	3592 J1A	7822454
1	Tape Drives	3592 J1A	7822453
1	Tape Drives	3592 J1A	7822407

1	Tape Drives	3592 J1A	7822405
1	Tape Drives	3592 J1A	7822421
1	Tape Drives	3592 J1A	7822426
1	3592-170 Tape Controller	3592 - 170	C3798
1	3494 - D22	3494 - D22	7838335
1	Tape Drives	3592 J1A	7822691
1	Tape Drives	3592 J1A	7822641
1	Tape Drives	3592 J1A	7822696
1	Tape Drives	3592 J1A	7822612
1	terminal	3486	
1	Info Window II	3487	
1	Info Window II	3487	
1	3494 - L12	3494 - L12	7817567
1	Library Mang	3494	s96p1123ynljzsl79019
1	3494 - B10	3494 - B10	78B1528
1	HMC	8482 - 2SU	KP-PRH49
1	SMC eZ.switch	44P4574	T152000199
1	Feature	3415	
1	Feature	3415	
1	Feature	3704	
1	IBM eServer Z890 CAP A	2086-A04	F822E
1	Telex 1174/1L		1432065823
1	IBM 3174/11L		23N6516
1	IBM 3192		BX231
1	IBM 3192		BX239
1	IBM 3279		AIII
	IBM 3592-E06 Tape Drive		78a04000
1	IBM 3592 E06 Tape Drive		78a-40E1

QTY	MAKE	MODEL	SERIAL #	LOCATION
1	IBM	6500-v20 printer	01PL459	1201 REISTERSTOWN RD, BLDG F
1	IBM	6262/22	56A0896	1201 REISTERSTOWN RD, BLDG F
1	IBM	34901 A20	13-64540	1201 REISTERSTOWN RD, BLDG F
1	IBM	3490/B20	13-72156	1201 REISTERSTOWN RD, BLDG F
1	IBM	3490/B20	13-72156	1201 REISTERSTOWN RD, BLDG F

MAINFRAME EQUIPMENT FOR MD
CORRECTIONAL ENTERPRISES 7275
WATERLOO RD, JESSUP, MD 20794

1	IBM	785510	230052130	1201 REISTERSTOWN RD, BLDG F
1	IBM	4234	4137730	1201 REISTERSTOWN RD, BLDG F
1	LYNKYLE	3476	5729	1201 REISTERSTOWN RD, BLDG F
1	IBM	4234	4141373	1201 REISTERSTOWN RD, BLDG F
1	LYNKYLE	3477	23901	1201 REISTERSTOWN RD, BLDG F

1	L YNKYLE	3476	101983	1201 REISTERSTOWN RD, BLDG F
1	3COM	SUPERSTACK	800- KZBS2BBDB58	1201 REISTERSTOWN RD, BLDG F
1		1-03477	305TA06191	1201 REISTERSTOWN RD, BLDG F
1	IBM	785510	230086634	1201 REISTERSTOWN RD, BLDG F
1	IBM	785510	230079831	1201 REISTERSTOWN RD, BLDG F
1	IDEA	785510	230082309	1201 REISTERSTOWN RD, BLDG F
1	IBM	785510		1201 REISTERSTOWN RD, BLDG F
1	IBM	3477	88-3315	1201 REISTERSTOWN RD, BLDG F
1	IBM	785510	230085137	1201 REISTERSTOWN RD, BLDG F
1	IBM	5853	230096353	1201 REISTERSTOWN RD, BLDG F
1	IBM	785510	230083703	1201 REISTERSTOWN RD, BLDG F
1	CAT 5 RACK	64001015		1201 REISTERSTOWN RD, BLDG F
1	IBM		01-P2212	1201 REISTERSTOWN RD, BLDG F
1	IBM	9406-620	10-2Z65M	1201 REISTERSTOWN RD, BLDG F
1	3COM	SUPERSTACK II		1201 REISTERSTOWN RD, BLDG F
1	3COM	24 PO 3C16441A	7T6VOBA032	1201 REISTERSTOWN RD, BLDG F
1	IBM	785510	230007365	1201 REISTERSTOWN RD, BLDG F
1	IBM	785510	2300073	1201 REISTERSTOWN RD, BLDG F
1	MOTOROLA	DDS/MR64	7251622	1201 REISTERSTOWN RD, BLDG F
1	IBM	785510	23-0083482	1201 REISTERSTOWN RD, BLDG F
1	IBM	3477	2386	1201 REISTERSTOWN RD, BLDG F
1	IBM	5394-01B	23-87376	1201 REISTERSTOWN RD, BLDG F
1	IBM	3477FA	88-P5992	1201 REISTERSTOWN RD, BLDG F
1	IBM	3477FA	88-18435	1201 REISTERSTOWN RD, BLDG F
1	IBM	539401B	2391358	1201 REISTERSTOWN RD, BLDG F
1	IBM	3477	88P3887	1201 REISTERSTOWN RD, BLDG F
1	IBM	785510	230098522	1201 REISTERSTOWN RD, BLDG F
1	LYNKYLE	3477	16773	1201 REISTERSTOWN RD, BLDG F
1	LYNKYLE	3477	12038	1201 REISTERSTOWN RD, BLDG F
1	IBM	3477	N23-FNW88	1201 REISTERSTOWN RD, BLDG F
1	IBM	5394-01B	23-44317	1201 REISTERSTOWN RD, BLDG F
1	IBM	7855-10	23-00A0395	1201 REISTERSTOWN RD, BLDG F
1	IBM	3477	11-A6299	1201 REISTERSTOWN RD, BLDG F
1	IBM	3477FG	23-LB402	1201 REISTERSTOWN RD, BLDG F

QTY	MAKE	MODEL	SERIAL #	LOCATION
1	L YNKYLE	3477	20691	1201 REISTERSTOWN RD, BLDG F
1	IBM	5394-01B	23-7446	1201 REISTERSTOWN RD, BLDG F
1	IBM	785510	23-00E853	1201 REISTERSTOWN RD, BLDG F
1	IBM	785510	23019714	1201 REISTERSTOWN RD, BLDG F
1	IBM	539401B	82229	1201 REISTERSTOWN RD, BLDG F
1	IBM	3477-G	23-G9821	1201 REISTERSTOWN RD, BLDG F
1	LYNKYLE	3477	20702	1201 REISTERSTOWN RD, BLDG F

1	IBM	3477FA	88-84748	1201 REISTERSTOWN RD, BLDG F
1	IBM	3477FG	23-LII781	1201 REISTERSTOWN RD, BLDG F
1	IBM	539401B	1040759	1201 REISTERSTOWN RD, BLDG F
1	IBM	785510	230085125	1201 REISTERSTOWN RD, BLDG F
1	IBM	3477	887035	1201 REISTERSTOWN RD, BLDG F
1	L YNKYLE	3477	20696	1201 REISTERSTOWN RD, BLDG F
1	IBM	3477FG	23-21531	1201 REISTERSTOWN RD, BLDG F
1	IBM	3477FA	88-48269	1201 REISTERSTOWN RD, BLDG F
1	IBM	3477	88F682	1201 REISTERSTOWN RD, BLDG F
1	IBM	3477	8889388	1201 REISTERSTOWN RD, BLDG F
1	MOTOROLA	DDS/MR64	7246037	1201 REISTERSTOWN RD, BLDG F
1	IBM	3477	88-G9308	1201 REISTERSTOWN RD, BLDG F
1	IBM	3477	23RR268	1201 REISTERSTOWN RD, BLDG F
1	IBM	3477	23HB608	1201 REISTERSTOWN RD, BLDG F
1	IBM	539401B	2374790	1201 REISTERSTOWN RD, BLDG F
1	IBM	4234	4137726	1201 REISTERSTOWN RD, BLDG F
1	IBM	3477FA	88-42280	1201 REISTERSTOWN RD, BLDG F
1		1-03477	816512258	1201 REISTERSTOWN RD, BLDG F
1	IBM	785510	230086635	1201 REISTERSTOWN RD, BLDG F
1	IBM	539401B	87966	1201 REISTERSTOWN RD, BLDG F
1	IBM	3477FA	23-IIW107	1201 REISTERSTOWN RD, BLDG F
1	IBM	539401B	2385187	1201 REISTERSTOWN RD, BLDG F
1	IBM	3477FG	88-Z2074	1201 REISTERSTOWN RD, BLDG F
1	IBM	785510	230079830	1201 REISTERSTOWN RD, BLDG F
1	IBM	785510	230086629	1201 REISTERSTOWN RD, BLDG F
1	LYNKYLE	3477	20765	1201 REISTERSTOWN RD, BLDG F
1	IBM	539401B	2374999	1201 REISTERSTOWN RD, BLDG F
1	IBM	785510	2300851	1201 REISTERSTOWN RD, BLDG F
1	IBM	539401B	2377923	1201 REISTERSTOWN RD, BLDG F
1	IBM	3477	23HD800	1201 REISTERSTOWN RD, BLDG F
1	IBM	3477	23KG943	1201 REISTERSTOWN RD, BLDG F
1	IBM	785510	2300412	1201 REISTERSTOWN RD, BLDG F
1	IBM	3477-G	88-K2088	1201 REISTERSTOWN RD, BLDG F
1	IBM	539401B	234789	1201 REISTERSTOWN RD, BLDG F

TYPE	MAKE	MODEL #	SERIAL #	LOCATION
CONTROLLER	IBM	539401B	2385187	MCE Graphics 145 MCI-J
CONTROLLER	IBM	539401B	0087966	MCE Graphics 140 MCI-J
CONTROLLER	IBM	5394-01 B	23-74476	MCE Furniture Manufacturer 115 JCI
CONTROLLER	IBM	5394-01 B	23-86874	MCE Partiton 112 MCTC
CONTROLLER	IBM	539401B	2391358	MCE Furniture Restoration 106 ECI
CONTROLLER	IBM	5394-01 B	23-79717	MCE Sew 142 JCI
CONTROLLER	IBM	539401B	1040759	MCE Mattress 117 JCI

CONTROLLER	IBM	5394-01 B	23-74999	MCE Headquarters Jessup
CONTROLLER	IBM	539401B	2374790	MCE Metal II 124 MCI-H
CONTROLLER	IBM	539401B	2377923	MCE Graphic 149 RC1
CONTROLLER	IBM	539401B	23-87856	MCE Graphic 107 EC1
CONTROLLER	IBM	5394-01 B	23-65708	MCE Furniture Restoration 146 RC1
CONTROLLER	IBM	539401 B	23-79129	MCE Headquarters Jessup
CONTROLLER	IBM	5394-01 B	23-87376	MCE Sew 104 MCI-W
CPU/TAPE/UPS	IBM	AS400	10-2Z65M	MCE Headquarters Jessup
DSU	MOTOROLA	DDS/MR64	007699	MCE Headquarters Jessup
DSU	MOTOROLA	DDS/MR64	007251622	MCE Metal II 124 MCI-H
HUB	3 COM 12 PORT	3C16441A	7T6VOBA032	MCE Sign 111 Patuxent
HUB 24-PORT	3COM	SUPERSTACK II	0800- KZBS2BBDB58	MCE Headquarters Jessup BROKEN
HUB 24-PORT	3COM	SUPERSTACK II		MCE Graphic 145 MCI-J
MODEM	IBM	785510	230086634	MCE Headquarters Jessup
MODEM	IBM	785510	230079830	MCE Graphic 145 MCI-J
MODEM	IBM	785510	230007365	MCE Headquarters Jessup
MODEM	IBM	785510	230086629	MCE Headquarters Jessup
MODEM	IBM	785510	230085138	MCE Graphic 149 RC1
MODEM	IBM	785510	230007368	MCE Headquarters Jessup
MODEM	IBM	785510	15329	MCE Graphic 107 EC1
MODEM	IBM	785510	23-0085134	MCE Headquarters Jessup

TYPE	MAKE	MODEL #	SERIAL #	LOCATION
MODEM	IBM	785510	230082309	MCE Headquarters Jessup
MODEM	IBM	785510	230098522	MCE Furniture Manufacturer 115 JCI
MODEM	IBM	785510	230079831	MCE Furniture Manufacturer 115 JCI
MODEM	IBM	7855-10	23-0064931	MCE Graphics 140 MCI-J
MODEM	IBM	785510	230052130	MCE Headquarters Jessup
MODEM	IBM	785510	230041283	MCE Partition 112 MCTC
MODEM	IBM	7855-10	153257	MCE Mattress 117 JCI
MODEM	IBM	5853	23-0053990	MCE Furniture Restoration 146 RC1
MODEM	IBM	785510	230083703	MCE Headquarters Jessup
MODEM	IBM	7855-10	23-00E8530	MCE Sew 104 MCI-W
MODEM	IBM	785510	23-00E5705	MCE Headquarters Jessup
MODEM	IBM	785510	23001914	MCE Headquarters Jessup
MODEM	IBM	785510	230085125	MCE Sew 142 JCI
MONITOR	IBM	2477	8867035	MCE Mattress 117 JCI

MONITOR	IBM	3477	88-M9801	MCE Graphic 149 RCI
MONITOR	IBM	3477	8889388	MCE Brush & Carton 123 MCI-H
MONITOR	IBM	3477	881-F825	MCE Metal I 124 MCI-H
MONITOR	IBM	3472-6	23-ZX100	MCE Headquarters Jessup
MONITOR	IBM	3477	88-45101	MCE Headquarters Jessup
MONITOR	IBM	3477	N23-YP290	MCE Headquarters Jessup
MONITOR	IBM	3477FA	23-24V73	MCE Headquarters Jessup
MONITOR	IBM	3477	88-DL489	MCE Graphic 107 ECI
MONITOR	IBM	3477-C	88-AK514	MCE Furniture Restoration 146 RCI
MONITOR	IBM	3477-C	88-MP232	MCE Metal II 124 MCI-H
MONITOR	IBM	3477-C	88-CW127	MCE Metal I 124 MCI-H
MONITOR	IBM	3477	88-A6299	MCE Textiles 109 ECI
				KIT KAT RD MCE Headquarters
MONITOR -	IBM	3477-G	88-K2088	Jessup
MONITOR	IBM	3477-G	23-G9821	MCE Taa 119 JCI

2.7 REQUESTING AGENCY INFORMATION

The DPSCS/ITCD provides systems operations support for numerous departmental information systems, as well as networking interfaces for many national, state, and local criminal justice agencies; and systems applications support, which provides the programming necessary to maintain and develop the variety of criminal justice and management information systems needed by departmental and other criminal justice users.

2.8 MANAGEMENT ROLES AND RESPONSIBILITIES

The roles and responsibilities of this Task Order's Key Management Personnel are defined as follows:

- TO Procurement Officer— DPSCS representative responsible for managing the TO solicitation and award process, change order process, and resolution of TOA scope issues.
- TO Manager— DPSCS representative responsible for managing the day to day activities of the TO including the direct supervision of the onsite Contractor personnel. The TO Manager will also be responsible for preparing the TO solicitation, review and approval of proposed change orders, review and approval of proposed substitution of personnel, reviewing and approving invoices and monitoring and reporting Contractor personnel performance.
- TO Contractor Key Management Personnel— Representative of the Master Contractor who oversee their personnel assigned under this TO. This representative will be the point of contact for managing and correcting any disputes related to this TO. This representative will also be responsible for the preparation and submittal of invoices by the due date defined in this TO as well as any other correspondence relating to this TO and its activities.

2.9 SYSTEM BACKGROUND AND DESCRIPTION

The contact is for the purpose of providing maintenance for two mainframe computers with associated peripherals. Equipment support under this contract is listed in Section 2.8 Equipment List.

2.10 PROFESSIONAL DEVELOPMENT

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

2.11 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.

2.12 TO CONTRACTOR PERSONNEL MINIMUM QUALIFICATIONS

The following minimum qualifications are mandatory:

- All service technicians shall have been trained and certified to perform service on IBM equipment listed within the contract. TO Contractor shall provide proof of certification for minimum qualification.

2.13 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 Master 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.

2.14 INVOICE SUBMISSION

Invoices will be submitted by the TO Contractor on a monthly basis by the 15th business day of each month for all work completed in the previous month. Invoices for Operations and Maintenance (O&M) work should be submitted within the first five business days of each month for the work performed in the previous month. Invoices submitted more than 30 calendar days late, will be reduced by 10% and will continue to be reduced every subsequent 30 calendar days until submitted.

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

The invoice shall identify TO DPSCS/ITCD labor category, associated TO Agreement number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number.

The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees, including detail of work hours) submitted for payment to the DPSCS/ITCD TO

Manager at the following address:

DPSCS/ITCD
6776 Reisterstown Road Suite 211
Baltimore, Maryland 21215
Attention: Finance Unit

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.

2.15 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 provide a completed MBE Participation form (Attachment 2, Form D-5) to DPSCS/ITCD 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 2, Form D-6). Subcontractor reporting shall be sent directly from the subcontractor to DPSCS/ITCD. DPSCS/ITCD will monitor both the TO Contractor's efforts to achieve the MBE participation goal and compliance with reporting requirements. The TO Contractor shall email all completed forms, copies of invoices and checks paid to the MBE directly to the TO Procurement Officer and TO Manager.

2.16 DELIVERABLES

2.16.1 Deliverables Submission Process

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 policies, guidelines and methodologies can also be found at <http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx> under "Policies and Guidance."

For each written deliverable, draft and final, the TO Contractor shall submit to the TO Manager one hard copy and one electronic copy using the appropriate project designated to including ERWIN, Microsoft Office 2007, Microsoft Project 2007 and/or Microsoft Visio 2007.

Drafts of all final deliverables are required per the project schedule. Written deliverables draft documents must demonstrate due diligence in meeting the scope and requirements of the associated final written deliverable. A draft written deliverable may contain limited structural errors such as poor grammar, misspellings, or incorrect punctuation, but must:

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

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

DPSCS / ITCDD secure servers and project folder structure for the final documents. The TO Manager shall acknowledge receipt of deliverable(s) in writing. 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. In the event of rejection, the TO Contractor shall correct the identified deficiencies or non-conformities.

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

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

The State required minimum deliverables for this TORFP are defined below in Section 2.16.2.

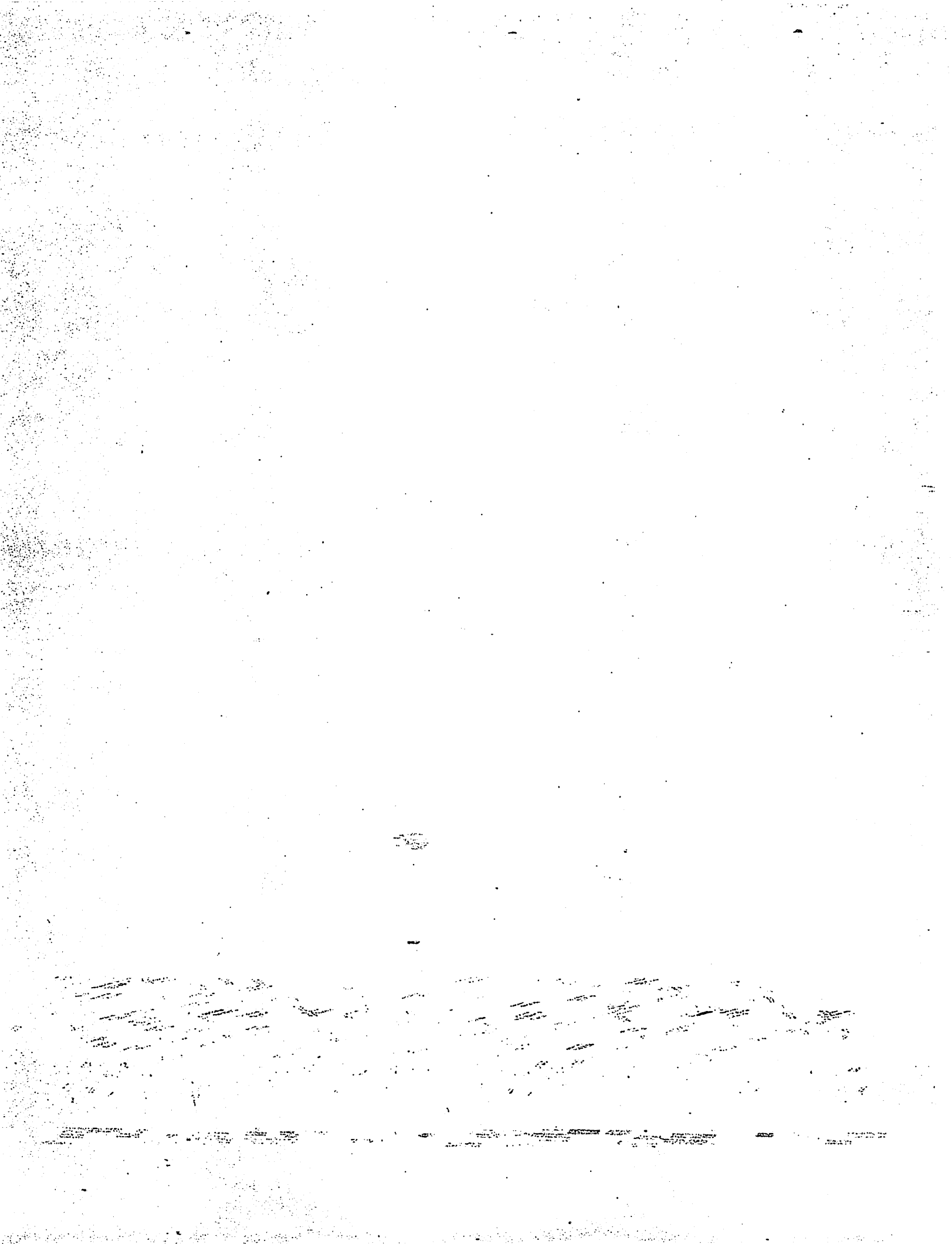
2.16.2 DELIVERABLES

Deliverables ID#	Deliverables	Acceptance Criteria	Due Date / Frequency
2.16.2.1	Monthly Status Report per Resource	DPSCS/ITCDD will provide a template. The TO Contractor personnel will provide to the TO Manager a monthly status/activity report of work completed equipment replaced / repaired.	Monthly on 1 st of Month
2.16.2.2	Monthly Timesheet per Resource	MS Word or Excel that provides a means of reporting time for each resource that will show hours spent on tasks and activities per month. These hours will be compared to the monthly invoice.	Monthly on 1 st of Month
2.16.2.3	Communication Plan	MS Word document that shall at a minimum provide the following information for technical / management support contact person(s); address(es), business phone number(s), alternate contact number(s), pager number(s), cell phone number(s) and email address(es).	Upon Contract Award
2.16.2.4	Preventive maintenance schedule	MS Word or Excel that provides a schedule, type, frequency, and status of preventative maintenance activities.	Upon Contract Award
2.16.2.5	Documented process and procedure for all equipment maintenance	MS Word document that provides step by step process and procedures for all equipment maintenance	Upon Contract Award

2.17 OPTIONAL ITEMS VIA WORK ORDER

DPSCS shall issue a Work Order (Attachment 15) assignment to the TO Contractor identifying the scope and restrictions of the effort for optional services and parts to be completed. A Work Order could include, but is not limited to:

- 1. Onsite support and maintenance; or
- 2. Parts.



When this occurs, DPSCS will issue a work order outlining the details of scope of work including parts as known at that time. The TO Contractor shall review and respond to the Work Order with an estimate of the approved labor categories rates to complete assignment and parts cost for repair in accordance with its Attachment 1 - Financial Proposal. When the TO Contractor estimate is approved by the TO Manager, The TO Contractor shall follow the process in Section 2.17.1.

2.8.1 WORK ORDER PROCESS

The TO Manager will determine on an as needed basis which TO Contractor assignments will require an approved Word Order (Attachment 10). The Work Order process is only applicable on tasks and/or parts as designated by the TO Manager. The process for a Work Order request is as follows:

- 1) The TO Manager shall e-mail a Work Order request to the TO Contractor PM, to provide services. The request may include:
 - a. Technical requirements and description of the services and/or parts needed;
 - b. Performance objectives as may be applicable;
 - c. Due date and time for submitting a response to the request; and
 - d. Other specific information as requested from the TO Contractor.
- 2) The TO Contractor PM shall e-mail a response to the TO Manager within the specified time and include at a minimum:
 - a. A response that details the TO Contractor's understanding of the requirement/work;
 - b. Identification of those activities that can be completed independently or require support for DPSCS.
 - c. The personnel resources, including those of DPSCS and subcontractors, and estimated hours to complete the task and parts.
- 3) The TO Manager will review the response and will either approve the work or contact the TO Contractor to obtain additional information, clarification or revision to the work. If satisfied, the TO Manager will then email the TO Contractor with an approval to proceed.

Only labor categories and parts provided in **ATTACHMENT I** that are provided in the Offeror's response to this TORFP shall be used for these work order efforts. Upon acceptance of the Work Order, DPSCS will issue the NTP to the TO Contractor. Invoicing and payment shall be based on TO completion.

SECTION 3-TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

Each Master Contractor receiving this CATS II TORFP must respond within the submission time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one of two possible responses: 1) a proposal and/or 2) a completed Master Contractor Feedback form submitted electronically via the CATS II web site explaining why the Master Contractor will not be submitting a proposal. The form is accessible via your CATS II Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu.

3.2 FORMAT

If a Master Contractor elects to submit a TO Proposal, the Master Contractor shall do so in conformance with the following:

3.2.1 THE TECHNICAL PROPOSAL SHALL INCLUDE:

A) Proposed Services

- 1) Requirements: A detailed discussion of the Master Contractor's understanding of the work and the Master Contractor's capabilities, approach and solution to address the requirements outlined in Section 2.
- 2) Assumptions: A description of any assumptions formed by the Master Contractor in developing the Technical Proposal.

B) Proposed Personnel

- 1) Identify and provide resumes for all proposed personnel by labor category.
- 2) Certification that all proposed personnel meet the minimum required qualifications and possess the required certifications in Section 2.12.
- 3) Complete, Attachment 5 – Labor Classification Personnel Resume Summary.
- 4) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TO Agreement.

C) MBE Participation

Submit completed MBF documents.

D) Subcontractors

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

E) Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide three examples of work assignments that the Master Contractor have completed that were similar in scope to the one defined in this TORFP. Each of the three examples, to be provided at the interview, must include a reference complete with the following:
 - a) Name of organization.
 - b) Name, title, and telephone number of point-of-contact for the reference.
 - c) Type and duration of contract(s) supporting the reference.
 - d) The services provided, scope of the contract and performance objectives satisfied as they relate to the scope of this TORFP.
 - 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 a part of the experience and past performance evaluation criteria in the TORFP.

F) State Assistance

Provide an estimate of expectation concerning participation by State personnel.

G) Confidentiality

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 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 Price Proposal - Attachment i.

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 CAFS II TORFP. In making the TO Agreement award determination, DPSCS/ITCD will consider all information submitted in accordance with Section 3.

4.2 TECHNICAL CRITERIA

The following are the 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.
- Personnel experience required.

4.3 SELECTION PROCEDURES

- 4.3.1 TO Proposals will be assessed throughout the evaluation process for compliance with the minimum TO Contractor and personnel qualifications in Sections 2.12, 2.13, and quality of responses to Section 3.2.1 of the TORFP. Master Contractor proposals that fail to meet the minimum qualifications will be deemed not reasonably susceptible for award, i.e., disqualified and their proposals eliminated from further consideration.
- 4.3.2 TO Proposals deemed technically qualified will have their financial proposal considered. All others will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.
- 4.3.3 The State will conduct interviews of all personnel proposed in each TO Proposal that meets minimum qualifications.
- 4.3.4 Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.
- 4.3.5 The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, technical merit has greater weight than price.

4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

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

ATTACHMENT 1 - PRICE PROPOSAL

PRICE PROPOSAL FOR CATS II TORFP # Q00B3400042

Labor Categories

Labor Categories	A Fully Loaded Hourly Labor Rate	B Total Class Hours Annually	C Total Proposed CATS II TORFP Price
Year 1 (February 25, 2013 – May 31, 2014)			
Name of Resource #1 – Labor Category	\$	1960	\$

MSRP List

Line item	Hardware Manufacturer	Percentage Discount Off MSRP	Standard Fees
(example)	IBM	20%	
1.			
2.			
3.			
4.			
5.			
6.			

Note: Parts will be listed on Work Order with proposed discount off MSRP.

Company

Name: _____

Address: _____

City: _____

FED ID# _____

E-MD ID # _____

Phone: _____

E-Mail: _____

**ATTACHMENT 2 - MINORITY BUSINESS ENTERPRISE FORMS
TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING REQUIREMENTS**

CATS II TORFP # Q00B3-100042

The forms presented in this Attachment are described in Section 1.5 MINORITY BUSINESS ENTERPRISE UTILIZATION detailing the instructions for completing them and when they are to be submitted.

Please note that Form DPSCS OS 01 MBE - Maryland Certified MBE Utilization and Fair Solicitation Affidavit **MUST** be submitted with the bid.

Maryland Certified MBE Utilization and Fair Solicitation Affidavit

(Submit with bid or offer)

Contract Number:	Contract Title:
------------------	-----------------

This document **MUST** be included with the bid or offer. If the Bidder or Offeror fails to complete and submit this form with the bid or offer as required, the Procurement Officer shall deem the bid non-responsive or shall determine that the bid or offer is not reasonably susceptible of being selected for award.

In conjunction with the bid or offer submitted in response to the contract listed above, I affirm the following:

1. Check One Box

- I acknowledge and intend to meet the overall certified Minority Business Enterprise (MBE) participation goal of ___ percent and, if specified in the solicitation, sub goals of ___ percent for MBEs classified as African American-owned and ___ percent for MBEs classified as women-owned.

OR

- I conclude that I am unable to achieve the MBE participation goal and/or subgoals. I hereby request a waiver of the overall goal and/or subgoals. Within ten (10) business days of receiving notice that our firm is the apparent awardee, I will submit all required waiver documentation in accordance with COMAR 21.11.03.11.

2. I understand that if I am notified that I am the apparent awardee, I must submit the following additional documentation within ten (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 (Form DPSCS OS 04 MBE)
- (b) Subcontractor Project Participation Certification (Form DPSCS OS 03 MBE)
- (c) Any other documentation, including waiver documentation, if applicable, required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal.

This document shall be completed fully and accurately and shall be included with the bid. If the bidder fails to submit this document and the referenced forms with the bid as required, the procurement officer shall deem the offeror / bidder non-responsive.

Maryland Certified MBE Utilization and Fair Solicitation Affidavit

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

3. 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.
4. Set forth below are the (i) certified MBEs I intend to use, (ii) the work they are certified to perform with their own forces and (iii) the percentage of the total contract amount allocated to each MBE for this project.

Prime Contractor: (Firm Name, Address, Phone)	Contract Title:
Contract Number:	Total Contract Amount: \$

Minority Firm Name:	MBE Certification Number:
Only check if MBE is Dually Certified : (For purposes of MBE sub-goal attainment)	
<input type="checkbox"/> African American Owned	<input type="checkbox"/> Woman-Owned
Specific Work to be Performed:	
Federal Employer Identification Number:	
Percentage of Total Contract:	
2. Minority Firm Name:	MBE Certification Number:
Only check if MBE is Dually Certified: (For purposes of MBE sub-goal attainment)	
<input type="checkbox"/> African American Owned	<input type="checkbox"/> Woman-Owned
Specific Work to be Performed:	
Federal Employer Identification Number:	
Percentage of Total Contract:	

This document shall be completed fully and accurately and shall be included with the bid. If the bidder fails to submit this document and the referenced forms with the bid as required, the Procurement Officer shall deem the offeror / bidder non-responsive.

Maryland Certified MBE Utilization and Fair Solicitation Affidavit

3. Minority Firm Name: _____ MBE Certification Number: _____
Only check if MBE is Dually Certified : <i>(For purposes of MBE sub-goal attainment)</i> <input type="checkbox"/> African American Owned <input type="checkbox"/> Woman-Owned
Specific Work to be Performed: _____
Federal Employer Identification Number: _____
Percentage of Total Contract: _____
4. Minority Firm Name: _____ MBE Certification Number: _____
Only check if MBE is Dually Certified : <i>(For purposes of MBE sub-goal attainment)</i> <input type="checkbox"/> African American Owned <input type="checkbox"/> Woman-Owned
Specific Work to be Performed: _____
Federal Employer Identification Number: _____
Percentage of Total Contract: _____
5. Minority Firm Name: _____ MBE Certification Number: _____
Only check if MBE is Dually Certified : <i>(For purposes of MBE sub-goal attainment)</i> <input type="checkbox"/> African American Owned <input type="checkbox"/> Woman-Owned
Specific Work to be Performed: _____
Federal Employer Identification Number: _____
Percentage of Total Contract: _____
6. Minority Firm Name: _____ MBE Certification Number: _____
Only check if MBE is Dually Certified : <i>(For purposes of MBE sub-goal attainment)</i> <input type="checkbox"/> African American Owned <input type="checkbox"/> Woman-Owned
Specific Work to be Performed: _____
Federal Employer Identification Number: _____
Percentage of Total Contract: _____

This document shall be completed fully and accurately and shall be included with the bid. If the bidder fails to submit this document and the referenced forms with the bid as required, the procurement officer shall deem the offeror / bidder non-responsive.

Maryland Certified MBE Utilization and Fair Solicitation Affidavit

7. Minority Firm Name: MBE Certification Number: Only check if MBE is Dually Certified : <i>(For purposes of MBE sub-goal attainment)</i> <input type="checkbox"/> African American Owned <input type="checkbox"/> Woman-Owned
Specific Work to be Performed: Federal Employer Identification Number: Percentage of Total Contract:
8. Minority Firm Name: MBE Certification Number: Only check if MBE is Dually Certified : <i>(For purposes of MBE sub-goal attainment)</i> <input type="checkbox"/> African American Owned <input type="checkbox"/> Woman-Owned
Specific Work to be Performed: Federal Employer Identification Number: Percentage of Total Contract:
9. Minority Firm Name: MBE Certification Number: Only check if MBE is Dually Certified : <i>(For purposes of MBE sub-goal attainment)</i> <input type="checkbox"/> African American Owned <input type="checkbox"/> Woman-Owned
Specific Work to be Performed: Federal Employer Identification Number: Percentage of Total Contract:
10. Minority Firm Name: MBE Certification Number: Only check if MBE is Dually Certified : <i>(For purposes of MBE sub-goal attainment)</i> <input type="checkbox"/> African American Owned <input type="checkbox"/> Woman-Owned
Specific Work to be Performed: Federal Employer Identification Number: Percentage of Total Contract:

Continue on a separate page, if needed.

This document shall be completed fully and accurately and shall be included with the bid. If the bidder fails to submit this document and the referenced forms with the bid as required, the procurement officer shall deem the offeror / bidder non-responsive.

Maryland Certified MBE Utilization and Fair Solicitation Affidavit

MBE Participation Summary

Total African-American MBE Participation: _____ %
 Total Woman-Owned MBE Participation: _____ %
 Total MBE Participation: _____ %

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.

 Bidder/Offeror Name
 (PLEASE PRINT OR TYPE)

 Signature of Affiant
 Title: _____
 Date: _____
 Email: _____

This document shall be completed fully and accurately and shall be included with the bid. If the bidder fails to submit this document and the referenced forms with the bid as required, the procurement officer shall deem the offeror / bidder non-responsive.

(DPSCS Official Use Only)		(DPSCS Official Use Only)
SIGNATURE – DPSCS MBE OFFICE	DATE	APPROVED: <input type="checkbox"/> YES <input type="checkbox"/> NO

Maryland Certified MBE Utilization and Fair Solicitation Affidavit

Maryland Department of Public Safety & Correctional Services
MBE Participation Schedule MODIFICATION

*MBE Classification: African American, Woman, Asian, American Indian, Hispanic, Physical or Mentally Disabled,
Other Socially or Economically Disadvantaged Individual

DPSCS OS 02 MBE
Revised 8/10

**SUBMIT THIS FORM TO MBE OFFICE FOR ALL MBE
MODIFICATIONS**

Page 2 of 3

Maryland Department of Public Safety & Correctional Services
MBE Participation Schedule MODIFICATION

List Information For Each Certified MBE Firm Participating On This Project	
C. Minority (Firm Name, Address, Phone)	*MBE Classification: _____ MBE Certification Number: _____ Federal ID Number: _____
Work To Be Performed	MBE Dollar Amount: \$ _____ MBE Percentage: _____ %
D. Minority (Firm Name, Address, Phone)	*MBE Classification: _____ MBE Certification Number: _____ Federal ID Number: _____
Work To Be Performed	MBE Dollar Amount: \$ _____ MBE Percentage: _____ %
E. Minority (Firm Name, Address, Phone)	*MBE Classification: _____ MBE Certification Number: _____ Federal ID Number: _____
Work To Be Performed	MBE Dollar Amount: \$ _____ MBE Percentage: _____ %
F. Minority (Firm Name, Address, Phone)	*MBE Classification: _____ MBE Certification Number: _____ Federal ID Number: _____
Work To Be Performed	MBE Dollar Amount: \$ _____ MBE Percentage: _____ %

Total Revised MBE % Page Two - _____ Total Revised MBE \$ Page Two - _____

For Identification
 Only

 (Name of Prime Contractor)

Contract No. _____
 Contract Title _____

*MBE Classification: African American, Woman, Asian, American Indian, Hispanic, Physical or Mentally Disabled,
 Other Socially or Economically Disadvantaged Individual

DPSCS OS 02 MBE
 Revised 8/10

**SUBMIT THIS FORM TO MBE OFFICE FOR ALL MBE
 MODIFICATIONS**

Page 3 of 3

**Maryland Department of Public Safety & Correctional Services
MBE Participation Schedule MODIFICATION**

List Information For Each Certified MBE Firm Participating On This Project	
G. Minority (Firm Name, Address, Phone)	
*MBE Classification: _____	
MBE Certification Number: _____	
Federal ID Number: _____	
Work To Be Performed	MBE Dollar Amount: \$ _____ MBE Percentage: _____ %
H. Minority (Firm Name, Address, Phone)	
*MBE Classification: _____	
MBE Certification Number: _____	
Federal ID Number: _____	
Work To Be Performed	MBE Dollar Amount: \$ _____ MBE Percentage: _____ %
I. Minority (Firm Name, Address, Phone)	
*MBE Classification: _____	
MBE Certification Number: _____	
Federal ID Number: _____	
Work To Be Performed	MBE Dollar Amount: \$ _____ MBE Percentage: _____ %
J. Minority (Firm Name, Address, Phone)	
*MBE Classification: _____	
MBE Certification Number: _____	
Federal ID Number: _____	
Work To Be Performed	MBE Dollar Amount: \$ _____ MBE Percentage: _____ %

Total Revised MBE % Page Three - _____ Total Revised MBE \$ Page Three - _____

Total Revised MBE % All Pages - _____ Total Revised MBE \$ All Pages - _____

For Identification Only:

_____ (Name of Prime Contractor)

Contract No. _____

Contract Title _____

*MBE Classification: African American, Woman, Asian, American Indian, Hispanic, Physical or Mentally Disabled, Other Socially or Economically Disadvantaged Individual

DPSCS OS 02 MBE
Revised 8/10

**SUBMIT THIS FORM TO MBE OFFICE FOR ALL MBE
MODIFICATIONS**

Page 4 of 3

Subcontractor Project Participation Certification

Please complete and submit one (1) form for each Maryland certified MBE listed on DPSCS OS 01 MBE form within ten (10) working days of notification of apparent award.

_____ (prime contractor) has entered into a contract with _____ (subcontractor) to provide services in connection with the Contract No. _____ described below.

Prime Contractor Address and Phone:	Contract Title:
Contract Number:	Total Contract Amount \$
Minority Firm Name:	MBE Certification Number:
Work To Be Performed:	
Percentage of Total Contract:	

The undersigned Bidder and Subcontractor hereby certify and agree that they have fully complied with the State Minority Business Enterprise law, State Finance and Procurement Article §14-308(a)(2), Annotated Code of Maryland which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a bid or proposal and:

- (1) fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority business enterprise in its bid or proposal;
- (2) fail to notify the certified minority business enterprise before execution of the contract of its inclusion of the bid or proposal;
- (3) fail to use the certified minority business enterprise in the performance of the contract; or
- (4) pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

PRIME CONTRACTOR SIGNATURE

By: _____
 Name, Title _____ Date _____
 Email: _____

SUBCONTRACTOR SIGNATURE

By: _____
 Name, Title _____ Date _____
 Email: _____

Outreach Efforts Compliance Statement

Submit this form within 10 working days of notification of apparent award or actual award, whichever is earlier. This form must be signed by the apparent low bidder.

Contract Number:

Contract Title:

In conjunction with the bid or offer submitted in response to Contract No. _____, Bidder/Offeror states the following:

1. Bidder/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 Maryland MBEs for these subcontract opportunities.
3. Bidder/Offeror made the following attempts to contact personally the solicited Maryland MBEs:
4. Select ONE of the following:
 - a. This project does not involve bonding requirements.
OR
 - b. Bidder/Offeror assisted Maryland MBEs to fulfill or seek waiver of bonding requirements (*describe efforts*).
5. Select ONE of the following:
 - a. Bidder/Offeror did/did not attend the pre-bid conference.
OR
 - b. No pre-bid conference was held.

Bidder/Offeror Printed Name

By:

Signature

Address: _____

Email: _____

Maryland Department of Public Safety & Correctional Services
MBE Subcontractor Unavailability Certificate

SOLICITATION No. _____	
I HEREBY CERTIFY THAT THE FIRM OF	
PRIME CONTRACTOR COMPANY NAME	PROJECT / CONTRACT TITLE AND NUMBER
ADDRESS (NUMBER - STREET - CITY - STATE - ZIP)	on _____ DATE
CONTACTED THE MBE FIRM, TO OBTAIN A OFFER/BID FOR WORK/SERVICES IN RELATION TO THE ABOVE CONTRACT:	
CONTACTED MBE SUBCONTRACTOR NAME	ADDRESS (NUMBER - STREET - CITY - STATE - ZIP)
WORK / SERVICES	
TO THE BEST OF MY KNOWLEDGE AND BELIEF, SAID MINORITY BUSINESS ENTERPRISE IS UNAVAILABLE FOR WORK/SERVICE IN RELATION TO THE ABOVE PROJECT / CONTRACT, OR IS UNABLE TO SUBMIT A.OFFER/BID FOR THE FOLLOWING REASON(S):	
REASON(S)	PRINTED MBE NAME
	IF POSSIBLE, MBE SIGNATURE
	DATE
I HEREBY CERTIFY THAT THE ABOVE MINORITY BUSINESS ENTERPRISE WAS OFFERED AN OPPORTUNITY TO BID ON THE ABOVE CONTRACT BY THE ABOVE PRIME CONTRACTOR. THIS STATEMENT IS A TRUE ACCOUNT OF WHY THE ABOVE MBE FIRM DID NOT SUBMIT AN OFFER/BID ON THE ABOVE PROJECT / CONTRACT.	
	PRINT PRIME CONTRACTOR'S NAME
	PRIME CONTRACTOR'S SIGNATURE
	DATE

Note: A separate form shall be used for each MBE Subcontractor

DPSCS OS 05 MBE
 Revised 7/09

**SUBMIT WITHIN 10 WORKING DAYS OF NOTIFICATION OF APPARENT AWARDEE
 ONLY TO BE SUBMITTED WHEN REQUESTING A WAIVER.**

**Maryland Department of Public Safety & Correctional Services
Minority Business Enterprise Monthly Cost Breakdown**

DATE: _____ Solicitation No. _____

Project / Contract (Prime) Total Amount \$ _____ Period From: _____

Project / Contract Number _____

Prime Contractor _____ To: _____

Project / Contract Title _____

MBE Subcontractor Name & Trade	Total MBE Subcontract Award	Amount Paid This Requisition	Percent Complete To Date	Total Dollars Paid To Date
TOTALS				

Approved: _____

Prime Contractor _____ Date _____

(Print Name and Title)

DPSCS State Representative _____ Date _____

MBE Office _____ Date _____

DPSCS OS 06 MBE
Revised 7/09

SUBMIT THIS FORM WITH THE MONTHLY INVOICE STATEMENT

DPSCS OS 06 MBE
Revised 7/09

SUBMIT THIS FORM WITH THE MONTHLY INVOICE STATEMENT

**MARYLAND DEPARTMENT OF PUBLIC SAFETY & CORRECTIONAL SERVICES
MINORITY BUSINESS ENTERPRISE SUBCONTRACTOR PAYMENT REPORT**

(All bolded text is critical and must be included)

Solicitation No. _____

Beginning Report Date (MM/DD/YY) _____ Ending Report Date (MM/DD/YY) _____ Report due by the 10th of following month.	Project / Contract Number: _____ Project / Contract Title: _____
BPO/PO Number: _____ Project / Contract Start Date: _____ Project / Contract End Date: _____	Prime Contract Amount: \$ _____ Total Subcontract Amount: \$ _____ Amount Received Contract To Date: \$ _____
MBE Subcontractor Name: _____ Contact Person: _____ Email: _____ Address: _____ MDOT Certification #: _____ City: _____ State: _____ Zip: _____ Phone Number: _____ Fax: _____ Subcontractor Services Provided: _____	
List all payments received from Prime Contractor during this Reporting Month. 1. \$ _____ Check No. _____ 2. \$ _____ Check No. _____ 3. \$ _____ Check No. _____ Total Dollars received this month \$ _____	List dates and amount of any outstanding invoices. 1. \$ _____ Invoice No. _____ Date _____ 2. \$ _____ Invoice No. _____ Date _____ 3. \$ _____ Invoice No. _____ Date _____ Total Dollars Unpaid \$ _____
Prime Contractor Name: _____ Contact Person: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone Number: _____ Fax: _____ Email: _____	

Send one (1) copy of this form to: _____, Contract Monitor Department of Public Safety and Correctional Service Phone Number: _____ Email Address: _____	Send Original Form to: Minority Business Enterprise Office Department of Public Safety and Correctional Services 6776 Reisterstown Road, Suite 208 Baltimore, MD 21215 410.585.3744 mbe@dpscs.state.md.us
---	---

To the best of my knowledge, I affirm that the information reported above is true and correct:

Signature: _____ Date: _____
MBE Subcontractor

DPSCS OS 08 MBE
Revised 8/2010

To be completed **Monthly** by MBE Subcontractor

**MARYLAND DEPARTMENT OF PUBLIC SAFETY & CORRECTIONAL SERVICES
MINORITY BUSINESS ENTERPRISE PARTICIPATION
Prime Contractor MBE Invoice Payment Report**

Solicitation No. _____

Beginning Report Date (MM/DD/YY) _____ Ending Report Date (MM/DD/YY) _____ Report due by the 15th of following month.	Project / Contract Number: _____ Project / Contract Title: _____ Contracting Unit: _____ Prime Contract Amount \$ _____ Total Subcontract Amt \$ _____ Amount Paid \$ _____ Project / Contract Start Date: _____ Project / Contract End Date: _____						
BPO Number: _____ PO Number: _____							
Prime Contractor Name: _____ Contact Person: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone Number: _____ Fax: _____ Email: _____							
MBE Subcontractor Name: _____ Contact Person: _____ Email: _____ Address: _____ MDOT Certification #: _____ City: _____ State: _____ Zip: _____ Phone Number: _____ Fax: _____ Subcontractor Services Provided: _____							
List all payments paid to MBE subcontractor During this Report Month <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;">1. \$ _____</td> <td style="width:50%;">4. \$ _____</td> </tr> <tr> <td>2. \$ _____</td> <td>5. \$ _____</td> </tr> <tr> <td>3. \$ _____</td> <td>6. \$ _____</td> </tr> </table> Total Dollars Paid this month \$ _____		1. \$ _____	4. \$ _____	2. \$ _____	5. \$ _____	3. \$ _____	6. \$ _____
1. \$ _____	4. \$ _____						
2. \$ _____	5. \$ _____						
3. \$ _____	6. \$ _____						
List all unpaid invoices over 30 days received from this vendor and reason for non-payment. <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;">1. \$ _____</td> <td style="width:50%;">4. \$ _____</td> </tr> <tr> <td>2. \$ _____</td> <td>5. \$ _____</td> </tr> <tr> <td>3. \$ _____</td> <td>6. \$ _____</td> </tr> </table> Total Amount Unpaid \$ _____		1. \$ _____	4. \$ _____	2. \$ _____	5. \$ _____	3. \$ _____	6. \$ _____
1. \$ _____	4. \$ _____						
2. \$ _____	5. \$ _____						
3. \$ _____	6. \$ _____						

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

Return one (1) copy of this form to: _____, Contract Monitor Department of Public Safety and Correctional Service	Return Signed Form to: Minority Business Enterprise Division Department of Public Safety and Correctional Services 6776 Reisterstown Road, Suite 208 Baltimore, MD 21215 OR Email to: MBE@dpscs.state.md.us
Signature: _____ <div style="text-align: center; margin-top: 10px;"> _____ <small>Prime Contractor (Print Name and Title)</small> </div>	Date: _____

DPSCS OS 07 MBE
Revised 7/10

To be completed **Monthly** by Prime Contractor

(Print Name and Title)

DPSCS OS 08 MBE
Revised 8/2010

To be completed Monthly by MBE Subcontractor

ATTACHMENT 3- TASK ORDER AGREEMENT

CATS II TORFP # Q00B3400042 OF MASTER CONTRACT # 060B9800035

This Task Order Agreement ("TO Agreement") is made this day of Month, 2012 by and between MASTER CONTRACTOR and the STATE OF MARYLAND, TO DPSCS/ITCD.

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 TO DPSCS/ITCD, as identified in the CATS II TORFP # Q00B3400042.
 - b. "CATS II TORFP" means the Task Order Request for Proposals # Q00B3400042, 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 xxx 2012.
 - d. "TO Procurement Officer" means Martha Sullivan or her successor or alternate as designated under Maryland law. 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 DPSCS/ITCD and MASTER CONTRACTOR.
 - f. "TO Contractor" means the CATS II Master Contractor awarded this TO Agreement, whose principal business address is _____ and whose principal office in Maryland is _____.
 - g. "TO Manager" means Moses Walker Jr. of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
 - h. "TO Proposal - Technical" means the TO Contractor's technical response to the CATS II TORFP dated date of TO Proposal - Technical.
 - i. "TO Proposal - Financial" means the TO Contractor's financial response to the CATS II TORFP dated date of TO Proposal - Financial.
 - j. "TO Proposal" collectively refers to the TO Proposal - Technical and TO Proposal - Financial.
2. Scope of Work
 - 2.1. This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supersede the Master Contract.
 - 2.2. The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS II TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
 - a. The TO Agreement.
 - b. CATS II TORFP
 - c. TO Proposal-Technical
 - d. TO Proposal-Financial

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 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 one year, commencing on the date of Notice to Proceed and terminating on MONTH DAY, YEAR.

4. Consideration and Payment

4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS II TORFP and shall not exceed \$total amount of task order. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.

4.2 Payments to the TO Contractor shall be made as outlined Section 2 of the CATS II TORFP, but no later than 30 days after the Agency's receipt of an invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.

4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is Federal ID number. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to the Agency TO Manager unless otherwise specified herein.

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

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

TO CONTRACTOR NAME

By: Type or Print TO Contractor POC

Date

Witness: _____

STATE OF MARYLAND, TO Requesting Agency

By: Martha Sullivan, TO Procurement Officer

Date

Witness: _____

ATTACHMENT 4 - CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

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

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

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

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

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

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

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

SUBMIT AS A PDF FILE WITH TECHNICAL RESPONSE

ATTACHMENT 5 - LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY

INSTRUCTIONS:

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

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

4. Each form also includes examples of duties to perform. The proposed person must be able to fulfill those duties.
5. For each subject matter expert; the State will identify the particular area of expertise and the Master Contractor shall provide proof the individual has qualifications within that area of expertise.
6. Additional information may be attached to each Labor Category Personnel Resume Summary that may assist a full and complete understanding of the individual being proposed.

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

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

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

TO Contractor's Contract Administrator:

Signature

Date

Proposed Individual:

Signature

Date

SUBMIT WITH TO RESPONSE

SIGNATURE REQUIRED AT THE TIME OF THE INTERVIEW

ATTACHMENT 6

DIRECTIONS TO PRE-PROPOSAL CONFERENCE

Department of Public Safety and Correctional Services (DPSCS)
Information Technology and Communications Division (ITCD)
1201 Reisterstown Road, Building F
Baltimore, MD 21208

10:00 A.M., Friday, February 8, 2013

From points North of Baltimore: Take I-95 S to Take I-695 W (Towson) exit on right. Take Exit 20 (MD-140, Reisterstown Rd, Pikesville, Garrison) on right. Take MD-140 S (Pikesville) ramp on left. Continue onto MD-140 E (Reisterstown Rd) for approximately .8 miles. Make a left at Sudbrook Lane (light after Boston Market). Make a left into the Maryland State Police Headquarters. Follow signage to Executive Building F.

From points South Baltimore: MD-295 N or I-95 N towards Baltimore. Take I-695 N (Towson) exit on right. Take Exit 20 (MD-140, Reisterstown Rd, Pikesville, Garrison) on right. Take MD-140 S (Pikesville) ramp on left. Continue onto MD-140 E (Reisterstown Rd) for .8 miles. Make a left at Sudbrook Lane (light after Boston Market). Make a left into the Maryland State Police Headquarters. Follow signage to Executive Building F.

From points East of Baltimore: Take US-50 W (I-97 N, Washington, Baltimore) ramp on right. Take Exit 21 (I-97 N, Baltimore) on right. Take Exit 17A (I-695 W, Baltimore, Towson) on right. Take Exit 20 (MD-140, Reisterstown Rd, Pikesville, Garrison) on right. Take MD-140 S (Pikesville) ramp on left. Continue onto MD-140 E (Reisterstown Rd) for .8 miles. Make a left at Sudbrook Lane (light after Boston Market). Make a left into the Maryland State Police Headquarters. Follow signage to Executive Building F.

From points West of Baltimore: Take I-70 East to Exit 91B-A (I-695, I-95 N, I-95 S, New York, Towson, Baltimore, Glen Burnie) on right. Take I-695 N (Baltimore Beltway Inner Loop) ramp. Take Exit 20 (MD-140, Reisterstown Rd, Pikesville, Garrison) on right. Take MD-140 S (Pikesville) ramp on left. Continue onto MD-140 E (Reisterstown Rd) for .8 miles. Make a left at Sudbrook Lane (light after Boston Market). Make a left into the Maryland State Police Headquarters. Follow signage to Executive Building F.

PARKING: The DPSCS Data Center is located at the Maryland State Police Headquarters. Ample parking is available. Enter through the main entrance and sign in with the State Police duty officer and wait for someone to escort you to the meeting.



ATTACHMENT 7 - NON-DISCLOSURE AGREEMENT (OFFEROR)

This Non- Disclosure Agreement (the "Agreement") is made this ___ day of _____ 2012, by and between _____ (hereinafter referred to as "the OFFEROR") and the State of Maryland (hereinafter referred to as "the State").

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS II TORFP #Q00B3400042 for Mainframe Equipment Maintenance. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to _____. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described in Section 1.7 of the TORFP, the OFFEROR agrees as follows:

1. OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received under Section 1.7, except in connection with the preparation of its TO Proposal.
2. Each employee or agent of the OFFEROR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the OFFEROR shall provide originals of such executed Agreements to the State. Each employee or agent of the OFFEROR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the OFFEROR.
3. OFFEROR shall return the Confidential Information to the State within five business days of the State's Notice of recommended award. If the OFFEROR does not submit a Proposal, the OFFEROR shall return the Confidential Information to TO Procurement Officer Martha Sullivan, TO DPSCS/ITCD 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, the OFFEROR and such employees and agents of the 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. The 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 _____, 2012, by and between the State of Maryland ("the State"), acting by and through its TO, DPSCS/ITCD, 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 Mainframe Equipment Maintenance TORFP No. Q00B3400042 dated release date for TORFP, (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.

TO Contractor/TO Contractor's Personnel:

DPSCS/ITCD:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

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 TOs 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 TO Contractor is requested to complete and return this form by the Checklist Due Date below. TO 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 <input type="checkbox"/> No <input type="checkbox"/> (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) _____

EXHIBIT A

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

Printed Name and Address of Employee or Agent	Signature	Date
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

ATTACHMENT 10 – SAMPLE WORK ORDER

WORK ORDER		Work Order #	Contract #
<p>This Work Order is issued under the provisions of a XXX contract. The services authorized are within the scope of services set forth in the <i>Purpose</i> of the work order.</p>			
Purpose			
Statement of Work			
<u>Requirements:</u>			
<u>Plan(s), Acceptance Criteria and Due Date(s):</u>			
<p>Plans are subject to review and approval by AGENCY prior to payment. <i>(Attach additional sheets if necessary)</i></p>			
Start Date		End Date	
Cost			
Description for Task / Parts	Quantity (if applicable)	Labor Hours (Hrs.)	Labor Rate or Unit Cost
1.			\$
2.			\$
*Include WBS, schedule and response to requirements.			AGENCY shall pay an amount not to exceed
			\$
Contractor		AGENCY Approval	
<i>(Signature)</i> Contractor Authorized Representative <i>(Date)</i>		<i>(Signature)</i> AGENCY TO Manager <i>(Date)</i>	
POC	<i>(Print Name)</i>	TO Manager	<i>(Print Name)</i>
Telephone No.		Telephone No.	
Email:		EMAIL:	