



**CONSULTING AND TECHNICAL SERVICES II (CATS II)**

**TASK ORDER REQUEST FOR PROPOSALS (TORFP)**

**MAINFRAME PROGRAMMING & ANALYSIS**

**CATS II TORFP #  
M00P0405550**

**“SMALL BUSINESS RESERVE ONLY”**

**MARYLAND DEPARTMENT OF HEALTH AND MENTAL HYGIENE**

**INFORMATION RESOURCES MANAGEMENT ADMINISTRATION**

**ISSUE DATE: OCTOBER 22, 2009**

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## KEY INFORMATION SUMMARY SHEET

This Consulting and Technical Services II (CATS II) Task Order Request for Proposals (TORFP) is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. All SBR designated 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. All SBR designated Master Contractors must complete and submit a Master Contractor Feedback form via the CATS II if not submitting a TO Proposal. The form is accessible via, your CATS II Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu. In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS II RFP issued by the Maryland Department of Information Technology and subsequent Master Contract Project Number 060B9800035, including any amendments.

<b>TORFP Title:</b>	Mainframe Programming & Analysis
<b>Functional Area:</b>	FA5 – Software Engineering
<b>TORFP Issue Date:</b>	10/22/2009
<b>Closing Date and Time:</b>	11/12/2009 at 12:00 PM
<b>TORFP Issuing Agency:</b>	Maryland Department of Health and Mental Hygiene Information Resources Management Administration
<b>Send Questions and Proposals to:</b>	Linda Neeley Room 401, 201 W. Preston Street, Baltimore, MD 21201 <a href="mailto:LNeeley@dhmh.state.md.us">LNeeley@dhmh.state.md.us</a>
<b>TO Procurement Officer:</b>	Queen Davis Office Phone Number: 410-767-5335 Office FAX Number: 410-333-5958
<b>TO Manager:</b>	Phil Hemler, Sr Programmer Analyst Office Phone Number: 410-767-6981 Office FAX Number: 410-333-7545
<b>TO Project Number:</b>	<b>M00P0405550</b>
<b>TO Type:</b>	Time and Materials
<b>Period of Performance:</b>	1 Year with/2 One-Year Renewal Options
<b>MBE Goal:</b>	0%
<b>Small Business Reserve (SBR):</b>	<b>Yes</b>
<b>Primary Place of Performance:</b>	201 West Preston Street Room 401 Baltimore, MD 21201
<b>TO Pre-proposal Conference:</b>	Department of Health and Mental Hygiene 300 West Preston Street, Auditorium Baltimore, MD 21201 10/ 28/ 2009 at 1:00 PM See Attachment 5 for directions.

## **SECTION 1 - ADMINISTRATIVE INFORMATION**

### **1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT**

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

### **1.2 TO AGREEMENT**

Based upon an evaluation of TO Proposal responses, a Master Contractor will be selected to conduct the work defined in Section 2 - Scope of Work. A specific TO Agreement, Attachment 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 the Department of Health and Mental Hygiene e-mail system time stamp. The TO Proposal is to be submitted via e-mail as two attachments in MS Word format. The "subject" line in the e-mail submission shall state the TORFP #**M00P0405550**. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS II TORFP #**M00P0405550** Technical". The second file will be the financial response to this CATS II TORFP and titled, "CATS II TORFP #**M00P0405550** Financial". The following proposal documents must be submitted with required signatures as .PDF files with signatures clearly visible:

- Attachment 1 – Price Proposal
- Attachment 1 – Living Wage Affidavit (see CATS II RFP)
- Attachment 3 - Conflict of Interest and Disclosure Affidavit

### **1.4 ORAL PRESENTATIONS/INTERVIEWS**

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

### **1.5 CONFLICT OF INTEREST**

The TO Contractor awarded the TO Agreement shall provide IT technical and/or consulting services for State agencies or component programs with those agencies, and must do so impartially and without any conflicts of interest. Each Master Contractor shall complete and include a Conflict of Interest Affidavit in the form included as Attachment 3 this TORFP with its TO Proposal. If the TO Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the TO Procurement Officer may reject a Master Contractor's TO Proposal under COMAR 21.06.02.03B.

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

## **1.6 NON-DISCLOSURE AGREEMENT**

Certain system documentation may be available for potential Offerors to review at a reading room at IRMA, One Orchard Road, Glen Burnie, Maryland 21060. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of Attachment 9. Please contact the TO Procurement Officer of this TORFP to schedule an appointment.

In addition, certain documentation may be required by the TO Contractor awarded the TO Agreement in order to fulfill the requirements of the TO Agreement. The TO Contractor, employees and agents who review such documents will be required to sign, including but not limited to, a Non-Disclosure Agreement (TO Contractor) in the form of Attachment 10.

## **1.7 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.

## **1.8 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES**

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

Attachment 11 is a sample of the TO Contractor Self-Reporting Checklist. DoIT will send initial checklists out to applicable TO Contractors approximately three months after the award date for a TO. The TO Contractor shall complete and return the checklist as instructed on the checklist. Subsequently, at six month intervals from the due date on the initial checklist, the TO Contractor shall update and resend the checklist to DoIT.

## **SECTION 2 - SCOPE OF WORK**

### **2.1 PURPOSE**

The Department of Health and Mental Hygiene (DHMH) is issuing this CATS TORFP to obtain a resource to work (onsite - at 201 West Preston Street in Baltimore) with the Information Resources Management Administration (IRMA) Information Systems Division (ISD) Staff to provide Programming and Analysis for mainframe systems that are in production, development and test environments. Many of the applications on the mainframe support DHMH administrations, divisions and units such as: Fiscal Services Administration, Division of General Accounting, Division of Budget Analysis, Division of Cost Accounting and Reimbursement and the Office of Human Resources.

### **2.2 REQUESTING AGENCY BACKGROUND**

IRMA's mission is to coordinate, plan, develop and maintain Department-wide information resources necessary to support DHMH to provide technological support, information services and electronic communications in a prompt, secure and reliable fashion; to recommend uniform information technology policies, standards and procedures; and to assure access to accurate, timely and complete information in accordance with the Department of Health and Mental Hygiene Information Resources Strategic Plan.

The IRMA - ISD - Systems Maintenance Unit provides systems analysis, design and programming support for applications on the Annapolis Data Center (ADC) mainframe. Seventy administrative and programmatic systems and more than 4,300 batch and on-line computer programs covering accounting, human resources, vital records/health statistics and other health related program areas are maintained. A highly structured communication polling process is maintained that allows for the transfer of data files between DHMH facilities and the ADC. Service requests come from DHMH users for various reasons to enhance or modify applications.

### **2.3 ROLES AND RESPONSIBILITIES**

Work to be accomplished by the TO Contractor personnel under this TORFP shall consist of the following:

2.3.1	Function as a Senior Level Lead Mainframe Programmer/Analyst for IRMA
2.3.2	Helpdesk assistance (troubleshooting support) to mainframe users for the administrations, divisions and programs found in section 2.5.1
2.3.3	Report directly to the IRMA-ISD Systems Development Manager
2.3.4	Contact person for the administrations, divisions and programs found in section 2.5.1

### **2.4 PROJECT BACKGROUND**

The DHMH IRMA ISD is required to maintain and enhance systems on the Annapolis Data Center mainframe that run critical applications that support numerous administrations and divisions in DHMH. Due to staff reductions, it is difficult for ISD to modify existing applications or maintain, debug and/or diagnose production problems in a timely manner. ISD's primary focus has become maintenance of production jobs leaving very little time to develop new systems or improve existing systems.

## 2.5 REQUIREMENTS

### 2.5.1 FUNCTIONAL / BUSINESS REQUIREMENTS

ID #	Functional / Business Requirements
	Provide mainframe programming maintenance and development support for/to:
2.5.1.1	Fiscal Services Administration
2.5.1.2	Division of General Accounting
2.5.1.3	Division of Budget Analysis
2.5.1.4	Division of Cost Accounting and Reimbursement
2.5.1.5	Office of Human Resources
2.5.1.6	Timekeeping Unit
2.5.1.7	Payroll Unit
2.5.1.8	Vital Statistics Administration (births, deaths, marriages, divorces)
2.5.1.9	The Children's Medical Services program (CMS)

### 2.5.2 TECHNICAL REQUIREMENTS

ID #	Technical Requirements
2.5.2.1	Respond to system users to provide technical solutions to resolve programming issue that are specific to their daily operation.
2.5.2.2	Update/create JCL, flowcharts, control procedures
2.5.2.3	Resolve mainframe production system ABENDs . Systems must be returned to production before next schedule run. Working directly with users and using available documentation - must be able to: identify system, identify problem and resolve problem.
2.5.2.4	Create ad-hoc assistance/reports using mainframe utilities such as: VISION RESULTS, SYNC SORT
2.5.2.5	Document all system modification as required by the IRMA Quality Assurance Unit to implement production jobs.
2.5.2.6	Troubleshoot mainframe system problems – perform analysis and diagnose production system problem and implement changes to resolve problems in CICS programs, Batch System Reports, or data files.
2.5.2.7	Providing mainframe application maintenance/development and VSAM (sequential) data file expertise to IRMA staff and DHMH
2.5.2.8	Performing software (application and VSAM (sequential) data file) development, modifications, testing (test cases & test data) , and implementation
2.5.2.9	Provide suggestions for efficiencies in the methods DHMH-IRMA uses for maintaining code and enhancing mainframe systems. After peer review, implement approved recommendations.
2.5.2.10	Maintain documentation and status reports in Microsoft Visual SourceSafe
2.5.2.11	Create technical documentation of all implemented changes
2.5.2.12	Create and modify dataflow and/or system flow diagrams
2.5.2.13	Identify files necessary for Disaster recovery
2.5.2.14	Document changes to programs (and new programs developed) for end users
2.5.2.15	Expand files and fields
2.5.2.16	Monitor capacity and recommend system storage. (Plan for and estimate future storage requirements)
2.5.2.17	Follow SDLC standards and procedures
2.5.2.18	Create and Maintain Project Schedule in Microsoft Project



### **2.5.3 BACKUP / DISASTER RECOVERY**

The TO Contractor shall identify new and/or modified data files for scheduled backups.

## **2.6 DELIVERABLES**

### **2.6.1 DELIVERABLE SUBMISSION PROCESS**

For each written deliverable, draft and final, the TO Contractor shall submit to the TO Manager one hard copy and/or one electronic copy compatible with Microsoft Office 2007, Microsoft Project 2007 and/or Visio 2007.

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

### **2.6.2 DELIVERABLE DESCRIPTIONS**

Deliverables will be as follows:

#### **A. Personnel**

The TO Contractor shall be responsible for providing, on a continual basis for all assigned tasks, the personnel required in this TORFP within the timeframe required as specified by the TO Manager.

#### **B. Monthly Status Report**

Contractor personnel shall submit monthly status reports to the TO Manager. The status reports shall be submitted on or before the fifteenth day of the month following the reporting period and shall contain, as a minimum, the following information:

- (a) Work accomplished during the reporting period via hours entered against tasks with DHMH-provided project management tools, to be used for updating work plans;
- (b) Planned activities for the next reporting period via new tasks, to be used for updating work plans with DHMH-provided project management tools; and
- (c) A time report of the hours worked by each of the Contractor personnel.

#### **C. Diagrams and Documentation**

At a minimum, on a monthly basis, all diagrams and documentation created or changed for the project must be stored/copied to the Microsoft Visual SourceSafe repository/server at DHMH IRMA.

## **2.7 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES**

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

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

- DHMH Policy found in Attachment 12
- The TO Contractor shall follow the project management methodologies that are consistent with the Project Management Institute’s Project Management Body of Knowledge Guide. TO Contractor’s staff and sub Contractors are to follow a consistent methodology for all TO activities.
- The TO Contractor shall obtain a Criminal Justice Information System (CJIS) State and Federal criminal background check, including fingerprinting, for each individual performing services under this TORFP.

## 2.8 CONTRACTOR PERSONNEL EXPERTISE REQUIRED

The Master Contractor (proposed single individual) must document a professional level of expertise by possessing the following mandatory minimum experience:

2.8.1	Functioned (simultaneously) as both the Lead Programmer and Lead Analyst on 3 or more Development projects. <b>(this must be clearly itemized in the submitted resume)</b>
2.8.2	Functioned (simultaneously) as both the Lead Programmer and Lead Analyst on 3 or more Maintenance projects. <b>(this must be clearly itemized in the submitted resume)</b>
2.8.3	Have experience functioning as a Programmer/Analyst in working directly with end users in the Initiation, Planning, Executing, Monitoring & Controlling of 4 or more Mainframe Maintenance/Development projects. <b>(this must be clearly itemized in the submitted resume)</b>
2.8.4	Have full-time experience, within the last year, in the analysis of business problems.
2.8.5	Be able to technically document work requirements and test plans.
2.8.6	Have good oral and written communication skills.
2.8.7	Completion of the Experience Checklist (Attachment 13) in its entirety.
2.8.8	Have the ability to perform the tasks listed in section 2.5.2 Technical Requirements by having experience performing similar mainframe tasks in the past.

## 2.9 CONTRACTOR MINIMUM QUALIFICATIONS

The following minimum qualifications are mandatory. 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:

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

## 2.10 SUBSTITUTION OF PERSONNEL

The TO Contractor shall only propose staff available at the time of the TO Proposal and that satisfy the personnel qualifications specified in the Master Contract. In addition, the TO Contractor shall abide by the substitution of personnel requirements in the Master Contract, Section 2.11.8.

## 2.11 NON-PERFORMANCE OF PERSONNEL

In the event that IRMA is dissatisfied with the TO Contractor’s personnel for not performing to the specified standards specified in Sections 2.5 and 2.6, the TO Contractor personnel may be removed at the TO Manager’s discretion. Both parties will be in full communication as to the nature of the dissatisfaction and previous mitigation efforts included in Section 2.5. Replacement personnel must have qualifications equal to or greater than that of the

non-performing person initially proposed and evaluated and accepted in the TO Agreement. The TO Manager will determine the amount of time the TO Contractor has to provide a replacement.

## **2.12 RETAINAGE**

Not Applicable for this project.

## **2.13 INVOICING**

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

The TO Contractor shall submit invoices for payment upon on or before the 15<sup>th</sup> day of the month.

### **2.13.1 INVOICE SUBMISSION PROCEDURE**

This procedure consists of the following requirements and steps:

- A) The invoice shall identify the DHMH, IRMA, as the TO Requesting Agency, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number.
- B) The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees and any subcontractor ) submitted for payment to the DHMH, IRMA, at the following address: Department of Health and Mental Hygiene, Phil Hemler, DP Programmer/Analyst Manager, 201 West Preston Street, Room 414, Baltimore, MD 21201.
- C) Invoices for final payment shall be clearly marked as "FINAL" and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

## **SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS**

### **3.1 REQUIRED RESPONSE**

Each Master Contractor receiving this CATS II TORFP must respond within the submission time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one of two possible responses: 1) a proposal along with a completed Master Contractor Feedback Form; or 2) a Master Contractor Feedback Form only. The feedback form helps the State understand for future contract development why Master Contractors did or did not submit proposals. The form is accessible via the CATS II Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu.

### **3.2 FORMAT**

If a Master Contractor elects to submit a TO Proposal, the Master Contractor shall do so in conformance with the requirements of this CATS II TORFP. A TO Proposal shall contain the following sections in order:

#### **3.2.1 TECHNICAL PROPOSAL**

##### **A) Proposed Services**

- 1) Executive Summary: A high level overview of the Master Contractor's understanding of the background, purpose, and objectives of the TORFP. The Executive Summary shall summarize the Master Contractor's capabilities and experience, and summarize the proposed methodology and solution for achieving the objectives of the TORFP.

- 2) Risk Assessment: Identification and prioritization of risks inherent in meeting the requirements in Section 2 - Scope of Work. Includes a description of strategies to mitigate risks.
  - 3) Assumptions: A description of any assumptions formed by the Master Contractor in developing the Technical Proposal. Master Contractors should avoid assumptions that counter or constitute exceptions to TORFP terms and conditions.
- B) Proposed Personnel
- 1) Identify and provide resumes for all proposed personnel by labor category. The resume should feature prominently the proposed personnel's skills and experience as they relate to the Master Contractor's proposed solution and Section 2 – Scope of Work.
    - a. **Resumes must be submitted in the format found in Attachment 14.**
    - b. **In addition to the submission of a resume, Attachment 13 must be completed in its entirety for each proposed personnel.**
  - 2) Certification that all proposed personnel meet the minimum required qualifications and possess the required certifications in accordance with Section 2.8.
  - 3) Provide the names and titles of the Master Contractor's management staff who will supervise the personnel and quality of services rendered under this TO Agreement.
  - 4) Complete and provide, Attachment 4 – Labor Classification Personnel Resume Summary.
- C) Subcontractors
- 1) Identify all proposed subcontractors, including MBEs, and their roles in the performance of Section 2 - Scope of Work.
- D) Master Contractor and Subcontractor Experience and Capabilities
- 1) Provide up to three examples of projects or contracts the proposed personnel (examples/**experience of the Individual will be evaluated and ranked – NOT examples of/from the Master Contractor/Subcontractor**) has completed that were similar to Section 2 - Scope of Work. Each example must include contact information for the client organization complete with the following:
    - a) Name of organization.
    - b) Point of contact name, title, and telephone number
    - c) Services provided as they relate to Section 2 - Scope of Work.
    - d) Start and end dates for each example project or contract. If the proposed personnel are no longer providing the services, explain why not.
  - 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 entity of the State of Maryland. For each identified contract, the Master Contractor shall provide:
    - a) Name of organization.
    - b) Point of contact name, title, and telephone number
    - c) Services provided as they relate to Section 2 - Scope of Work.
    - d) Start and end dates for each example project or contract. If the Master Contractor is no longer providing the services, explain why not.
    - e) Dollar value of the contract.
    - f) Whether the contract was terminated before the original expiration date.
    - g) Whether any renewal options were not exercised.
- E) State Assistance

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

### **3.2.2 FINANCIAL RESPONSE**

- 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) Attachment 1 and / or 1A - Completed Financial Proposal:
- C) Completed Financial Proposal - Attachment 1 including:

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

## **SECTION 4 – TASK ORDER AWARD PROCESS**

### **4.1 OVERVIEW**

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

### **4.2 TECHNICAL PROPOSAL EVALUATION CRITERIA**

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

- Master Contractor's proposed personnel experience performing the duties and responsibilities required in Sections 2.5 and 2.8. This requires the completion of Attachment 14 (resumes) and completion of Attachment 13 (Detailed Experience Checklist) for each proposed personnel
- The Master Contractor's understanding of the work to be accomplished.

### **4.3 SELECTION PROCEDURES**

- A) TO Proposals will be assessed throughout the evaluation process for compliance with the minimum personnel qualifications in Section 2.8 and quality of responses to Section 3.2.1 of the TORFP. TO Proposals deemed technically qualified will have their financial proposal considered. All others will be deemed not reasonably susceptible to award and will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.
- B) Proposed personnel will be assessed for compliance with the minimum qualifications in Section 2.8 of the TORFP. (It is imperative that the Attachment 13 Checklist be completed for each proposed personnel and resumes follow the format found in attachment 14) Master Contractors' proposing personnel who fail to meet the minimum qualifications will be disqualified and their proposals eliminated from further consideration.
  - Proposed personnel that have most (if not all) Desirable qualifications will be ranked higher
- C) After reviewing and ranking every submitted resume and accompanying detailed experience checklist, the State will determine if interviews are deemed necessary. If interviews are necessary, then only

candidates considered to be the most qualified (those who meet the mandatory requirements **and** most, if not all desirable qualifications), will be interviewed.

- D) Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.
- E) 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. See Attachment 6 - Notice to Proceed (sample).

**ATTACHMENT 1 – PRICE PROPOSAL**

**PRICE PROPOSAL (TIME AND MATERIALS) FOR CATS II TORFP #  
M00P0405550**

**LABOR CATEGORIES**

Labor Categories	A	B	C
	Hourly Labor Rate	Total Class Hours	Total Proposed CATS II TORFP Price
(Agency to insert description of work and number of hours actual or for financial evaluation. Master Contractor to insert Proposed labor categories for this TORFP)	\$		\$
Year 1	\$		\$
Mainframe Programming & Analysis	\$	2000	\$
	\$		\$
Year 2 (Optional Year)	\$		\$
Mainframe Programming & Analysis	\$	2000	\$
	\$		\$
Year 3 (Optional Year)	\$		\$
Mainframe Programming & Analysis	\$	2000	\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
<b>Total Evaluated Price</b>			\$

\_\_\_\_\_  
Authorized Individual Name

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Tax ID #

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

SUBMIT AS A .PDF FILE WITH THE FINANCIAL RESPONSE

## ATTACHMENT 2 – TASK ORDER AGREEMENT

### CATS II TORFP# M00P0405550 OF MASTER CONTRACT #060B9800035

This Task Order Agreement (“TO Agreement”) is made this 15 of December, 2009 by and between **Task Order Contractor (TO Contractor)** and the STATE OF MARYLAND, Information Resource Management Administration.

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 **Information Resource Management Administration**, as identified in the CATS II TORFP # **M00P0405550**.
  - b. “CATS II TORFP” means the Task Order Request for Proposals # **M00P0405550**, dated October 21, 2009, including any addenda.
  - c. “Master Contract” means the CATS II Master Contract between the Maryland Department of Information Technology and **TO Contractor** dated **xxx 2009**.
  - d. “TO Procurement Officer” means **TO Procurement Officer**. 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 **Information Resource Management Administration** and **TO Contractor**.
  - f. “TO Contractor” means the CATS II Master Contractor awarded this TO Agreement, whose principal business address is \_\_\_\_\_ and whose principal office in Maryland is \_\_\_\_\_.
  - g. “TO Manager” means **Phil Hemler** of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
  - h. “TO Proposal - Technical” means the TO Contractor’s technical response to the CATS II TORFP dated **date of TO Proposal – Technical**.
  - i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS II TORFP dated **date of TO Proposal - Financial**.
  - j. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.
2. Scope of Work
  - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supersede the Master Contract.
  - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS II TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
    - a. The TO Agreement,
    - b. Exhibit A – CATS II TORFP



- c. Exhibit B – TO Proposal-Technical
- d. Exhibit C – TO Proposal-Financial

2.3 The TO Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the TO Agreement. No other order, statement or conduct of the TO Procurement Officer or any other person shall be treated as a change or entitle the TO Contractor to an equitable adjustment under this Section. Except as otherwise provided in this TO Agreement, if any change under this Section causes an increase or decrease in the TO Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the TO Agreement price shall be made and the TO Agreement modified in writing accordingly. The TO Contractor must assert in writing its right to an adjustment under this Section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the TO Contractor shall be allowed if asserted after final payment under this TO Agreement. Failure to agree to an adjustment under this Section shall be a dispute under the Disputes clause of the Master Contract. Nothing in this Section shall excuse the TO Contractor from proceeding with the TO Agreement as changed.

### 3. Time for Performance

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS II TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of one year with 2 one year options, commencing on the date of Notice to Proceed and terminating on December 15, 2009 through December 14, 2013.

### 4. Consideration and Payment

- 4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS II TORFP and shall not exceed \$total amount of task order. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.
- 4.2 Payments to the TO Contractor shall be made as outlined Section 2 of the CATS II TORFP, but no later than thirty (30) days after the Agency's receipt of an invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.
- 4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is Federal ID number. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to the Agency TO Manager unless otherwise specified herein.
- 4.4 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer.

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

**TO Contractor Name**

\_\_\_\_\_  
By: Type or Print TO Contractor POC      Date

Witness: \_\_\_\_\_

STATE OF MARYLAND, Information Resource Management Administration

\_\_\_\_\_  
By: **insert name**, TO Procurement Officer      Date

Witness: \_\_\_\_\_

### **ATTACHMENT 3 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE**

- A) "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.
- B) "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, Offeror, 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 TO RESPONSE

## **ATTACHMENT 4 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY**

### **INSTRUCTIONS:**

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

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

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

**ATTACHMENT 4 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY (CONTINUED)**

<p>Proposed Individual's Name/Company:</p>	<p>How does the proposed individual meet each requirement?</p>
<p align="center"><b>LABOR CLASSIFICATION TITLE – (INSERT LABOR CATEGORY NAME) THIS IS TO BE PROPOSED BY the TO CONTRACTOR</b></p>	
<p>Education: (Insert the education description from the CATS II RFP from Section 2.12 for the applicable labor category.)</p>	
<p>Experience: (Insert the experience description from the CATS II RFP from Section 2.12 for the applicable labor category.)</p>	
<p>Duties: (Insert the duties description from the CATS II RFP from Section 2.12 for the applicable labor category.)</p>	

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

**Contractor's Contract Administrator:**

\_\_\_\_\_  
Signature                      Date

**Proposed Individual:**

\_\_\_\_\_  
Signature                      Date

SUBMIT WITH TECHNICAL PROPOSAL  
SIGNATURE REQUIRED AT THE TIME OF THE INTERVIEW

# **ATTACHMENT 5 – DIRECTIONS**

## **TO THE PRE-TO PROPOSAL CONFERENCE**

**Directions to 201 W. Preston Street, Baltimore, Maryland 21201**

The State Center is located on the corner of Eutaw and Preston Streets. Parking is very limited. Park on street or in pay surface lot across from 201 West Preston Street building. Access to 201 only from central courtyard with a government –issued valid picture ID. Further information contact: Linda Neeley 410-767-3877.

### **From the North or South on I-95**

Take the exit for Route I-395 (Downtown Baltimore), staying in the right lane. Continue going straight using the Martin Luther King, Jr. Blvd. off-ramp. Go approximately two miles and turn left at Eutaw Street. Make the next right onto Preston Street. Continue on Preston Street for ½ block. The entrance to the pay parking lot is on the left.

### **From the North on I-83**

Follow I-83 to the North Avenue exit. Make a left onto North Avenue. Immediately after crossing the bridge, make a right onto Howard Street. Proceed on Howard Street, crossing another bridge, for about ½ mile and make a right on Preston Street (Maryland National Guard Armory on corner). Pay parking is just past the armory on the right.

### **From the West on I-70**

Take I-70 East to I-695 South toward Glen Burnie. Follow I-695 to I-95 North and take I-95 to the exit for I-395 (Downtown Baltimore), staying in the right lane. Continue going straight using the Martin Luther King, Jr. Blvd. off-ramp. Go approximately two miles and turn left at Eutaw Street. Make the next right onto Preston Street. Continue on Preston Street for ½ block. The entrance to the pay parking lot is on the left.

### **From Annapolis and Vicinity on I-97**

Follow I-97 North toward Baltimore. Exit at I-695 West toward Towson. Take I-695 to I-95 North. From I-95, take the exit for I-395 (Downtown Baltimore), staying in the right lane. Continue going straight using the Martin Luther King, Jr. Blvd. off-ramp. Go approximately two miles and turn left at Eutaw Street. Make the next right onto Preston Street. Continue on Preston Street for ½ block. The entrance to the pay parking lot is on the left.

### **Baltimore Metro and Light Rail**

Take the Baltimore Metro to the State Center station. Take the escalator or elevator to Preston Street. 201 W. Preston will be across the street.

Take the light rail to the Cultural Center stop. Cross Howard Street to Preston Street. The Maryland National Guard Armory will be on the right and 201 W. Preston Street will be on the left.

## ATTACHMENT 6 – NOTICE TO PROCEED

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS II Task Order Agreement #ADPICS PO

Dear TO Contractor Contact:

This letter is your official Notice to Proceed as of Month Day, Year, for the above-referenced Task Order Agreement. TO Manager of the TO Requesting Agency will serve as your contact person on this Task Order. TO Manager can be reached at telephone # and email address.

Enclosed is an original, fully executed Task Order Agreement and purchase order.

Sincerely,

TO Procurement Officer

Task Order Procurement Officer

Enclosures (2)

cc: TO Manager

Procurement Liaison Office, Department of Information Technology

Project Management Office, Department of Information Technology



## ATTACHMENT 7 – AGENCY RECEIPT OF DELIVERABLE FORM

I acknowledge receipt of the following:

TORFP Title: **Mainframe Programming and Analysis**

TO Agreement Number: #**M00P0405550**

Title of Deliverable: \_\_\_\_\_

TORFP Reference Section # \_\_\_\_\_

Deliverable Reference ID # \_\_\_\_\_

Name of TO Manager: Phil Hemler, Sr Programmer Analyst,  
Information Resource Management Administration,  
410-767-6981

---

TO Manager Signature                      Date Signed

Name of TO Contractor's Project Manager: \_\_\_\_\_

---

TO Contractor's Project Manager Signature    Date Signed

SUBMIT AS REQUIRED IN SECTION 0 OF THE TORFP.



# ATTACHMENT 8 – AGENCY ACCEPTANCE OF DELIVERABLE FORM

Agency Name: Information Resource Management Administration (IRMA)

TORFP Title: Mainframe Programming and Analysis. FA5-Software Engineering

TO Manager: Phil Hemler, Sr Programmer Analyst

410-767-6981

## To:

The following deliverable, as required by TO Agreement #**M00P0405550**, has been received and reviewed in accordance with the TORFP.

Title of deliverable: \_\_\_\_\_

TORFP Contract Reference Number: Section # \_\_\_\_\_

Deliverable Reference ID # \_\_\_\_\_

This deliverable:

Is accepted as delivered.

Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

\_\_\_\_\_  
TO Manager Signature

\_\_\_\_\_  
Date Signed

ISSUED BY THE TO MANAGER AS REQUIRED IN SECTION 0 OF THE TORFP.

## ATTACHMENT 9 – NON-DISCLOSURE AGREEMENT (OFFEROR)

This Non- Disclosure Agreement (the "Agreement") is made this \_\_\_ day of \_\_\_\_\_ 200\_, 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 #**M00P0405550** for Mainframe Programming & Analysis. 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, 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, Department of Health and Mental Hygiene on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR'S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.
8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

OFFEROR: \_\_\_\_\_ BY: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SUBMIT AS REQUIRED IN SECTION 1.6 OF THE TORFP

## ATTACHMENT 10 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

**THIS NON-DISCLOSURE AGREEMENT** (“Agreement”) is made as of this \_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, by and between the State of Maryland (“the State”), acting by and through its Department of Health and Mental Hygiene (the “Department”), and \_\_\_\_\_ (“TO Contractor”), a corporation with its principal business office located at \_\_\_\_\_ and its principal office in Maryland located at \_\_\_\_\_.

### RECITALS

**WHEREAS**, the TO Contractor has been awarded a Task Order Agreement (the “TO Agreement”) for Mainframe Programming & Analysis, TORFP No. **M00P0405550** dated October 21, 2009, (the “TORFP”) issued under the Consulting and Technical Services procurement issued by the Department, Project Number 060B9800035; and

**WHEREAS**, in order for the TO Contractor to perform the work required under the TO Agreement, it will be necessary for the State to provide the TO Contractor and the TO Contractor’s employees and agents (collectively the “TO Contractor’s Personnel”) with access to certain confidential information regarding \_\_\_\_\_ (the “Confidential Information”).

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

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

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

**TO Contractor/TO Contractor's Personnel:**

**TO Requesting Agency:**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

SUBMIT AS REQUIRED IN SECTION 1.6 OF THE TORFP

## ATTACHMENT 11 – TO CONTRACTOR SELF-REPORTING CHECKLIST

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

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

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

Yes  No  (If no, explain why) \_\_\_\_\_

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

Yes  No  (If no, explain why) \_\_\_\_\_

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

Yes  No  (If no, explain why) \_\_\_\_\_

#### Section 4 – MBE Participation

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

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

Yes  No  (If no, explain why) \_\_\_\_\_

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

%

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

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

Yes  No  (If no, explain why) \_\_\_\_\_

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

Yes  No

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

\_\_\_\_\_

#### Section 5 – TO Change Management

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

Yes  No  (If no, explain why) \_\_\_\_\_

B) Does the change management procedure include the following?

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

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

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

C) Have any change orders been executed?

Yes  No

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

\_\_\_\_\_



D) Is the change management procedure being followed?

Yes  No  (If no, explain why) \_\_\_\_\_

**EXHIBIT A**

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

Printed Name and Address  
of Employee or Agent

Signature

Date

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

**ATTACHMENT 12 – DHMH SECURITY AND PRIVACY POLICIES AND COMBINED  
ACKNOWLEDGEMENT FORM**

**POLICY ON THE USE OF DHMH ELECTRONIC INFORMATION SYSTEMS (EIS)  
SHORT TITLE: EIS POLICY**

The policy can be found at: <http://www.dhmh.state.md.us/policies/020101.pdf>

**\*NOTE:** Please Read the Entire Policy Before signing.

**COMBINED IRMA POLICY ACKNOWLEDGMENT FORM  
ADAPTED FOR TORFP CONTRACTOR USE FOR E.I.S. POLICY ONLY**

**This document is a combined policy acknowledgment form for DHMH computer-related policies.  
Following consultation with your supervisor, sign the signature block below.**

**Policy Number-Statement**

**02.01.01** Policy on the Use of DHMH Electronic Information Systems (EIS)  
I hereby acknowledge awareness of **DHMH Policy 02.01.01**, and that my use of these systems  
constitutes my consent to comply with this directive.

**Employee/User Signature Block**

**I hereby acknowledge that I have reviewed and understand the above-initialed policies.**

**Employee/User Signature:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**Employee/User Identification (Please Print)**

**NAME:** \_\_\_\_\_ **PIN # or CONTRACT#:** \_\_\_\_\_

**AGENCY/COUNTY:** DHMH \_\_\_\_\_ **ADMINISTRATION/UNIT:** IRMA \_\_\_\_\_

**LOCATION:** 201 West Preston St., 4<sup>th</sup> Floor, Baltimore MD 21201 \_\_\_\_\_

**Supervisor's Verification**

**Supervisor Signature:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

### Attachment 13 - Proposed Individual Detailed (mandatory & desirable) Experience Checklist

*Note: for anywhere in this attachment; if and where necessary, additional rows may be inserted to show appropriate experience – if you have more than the mandatory minimum experience, please include all years of experience.*

**Proposed candidate must have sufficient mainframe programming and analysis experience to independently maintain and support numerous programs within DHMH:**

From date: MM/YY	To date: MM/YY	Actual Hands On Experience		Mandatory Minimum Years Experience	Specifics	Describe actual hands on work experience <u>AND</u> provide specific details of the projects. (only hands on, work experience will be accepted)	MUST LIST ALL:  Company Job Title Name of Project
		years	months				
Requirements Analysis							
				7	Requirements Analysis		
COBOL II							
				6	COBOL II		
VSAM							
				6	VSAM		
JCL							
				6	JCL		
SYNCSORT							
				6	SYNCSORT		
IDCAMS							
				6	IDCAMS		

				6	CICS				
				6	TSO/ISPF				
				5	Vision:RESULTS DYL280				
				4	.Microsoft Office 2003 or later				
				2	Microsoft Visio 2003 or later				
				2	Microsoft Project 2007, 2003				
				2	*DESIRABLE: * FOCUS				

## Attachment 14 – Resume Format

Note: additional Job Title/Job Responsibility sections may be inserted.

[Master Contractor Name ]	[Name of Proposed Candidate]	
<b>EXPERIENCE</b>		
[Dates of employment]	<b>[Company Name]</b>	<u>[City, ST]</u>
[Job Title]		
<ul style="list-style-type: none"> <li>▪ [Job responsibility/achievement - include description of project, development environment, database (Oracle/Microsoft/other), etc...]</li> <li>▪ [Job responsibility/achievement - include description of project, development environment, database (Oracle/Microsoft/other), etc...]</li> <li>▪ [Job responsibility/achievement - include description of project, development environment, database (Oracle/Microsoft/other), etc...]</li> </ul>		
[Dates of employment]	<b>[Company Name]</b>	<u>[City, ST]</u>
[Job Title]		
<ul style="list-style-type: none"> <li>▪ [Job responsibility/achievement - include description of project, development environment, database (Oracle/Microsoft/other), etc...]</li> <li>▪ [Job responsibility/achievement - include description of project, development environment, database (Oracle/Microsoft/other), etc...]</li> <li>▪ [Job responsibility/achievement - include description of project, development environment, database (Oracle/Microsoft/other), etc...]</li> </ul>		
[Dates of employment]	<b>[Company Name]</b>	<u>[City, ST]</u>
[Job Title]		
<ul style="list-style-type: none"> <li>▪ [Job responsibility/achievement - include description of project, development environment, database (Oracle/Microsoft/other), etc...]</li> <li>▪ [Job responsibility/achievement - include description of project, development environment, database (Oracle/Microsoft/other), etc...]</li> <li>▪ [Job responsibility/achievement - include description of project, development environment, database (Oracle/Microsoft/other), etc...]</li> </ul>		
[Dates of employment]	<b>[Company Name]</b>	<u>[City, ST]</u>
[Job Title]		
<ul style="list-style-type: none"> <li>▪ [Job responsibility/achievement - include description of project, development environment, database (Oracle/Microsoft/other), etc...]</li> <li>▪ [Job responsibility/achievement - include description of project, development environment, database (Oracle/Microsoft/other), etc...]</li> <li>▪ [Job responsibility/achievement - include description of project, development environment, database (Oracle/Microsoft/other), etc...]</li> </ul>		
<b>EDUCATION</b>		
[Dates Degrees Obtained]	<b>[School Name]</b>	<u>[City, ST]</u>
[Degree Obtained]		
<ul style="list-style-type: none"> <li>▪ [Special award/accomplishment or degree minor]</li> </ul>		
<b>CERTIFICATIONS</b>		
[List any and all relevant certifications and dates received]		