



CONSULTING AND TECHNICAL SERVICES II (CATS II)

TASK ORDER REQUEST FOR PROPOSALS (TORFP)

SECTION 1115 DEMONSTRATION GRANT

SURVIVE AND THRIVE

CATS II TORFP # N00B0400399

DHR/PGCOCSE/ST-10-008-S

DEPARTMENT OF HUMAN RESOURCES

PRINCE GEORGE'S COUNTY

OFFICE OF CHILD SUPPORT ENFORCEMENT

ISSUE DATE: MAY 11, 2010

PROSPECTIVE OFFERORS WHO HAVE RECEIVED THIS DOCUMENT FROM THE DEPARTMENT OF INFORMATION TECHNOLOGY'S WEB SITE OR EMARYLANDMARKETPLACE.COM, OR WHO HAVE RECEIVED THIS DOCUMENT FROM A SOURCE OTHER THAN THE PROCUREMENT OFFICER, AND WHO WISH TO ASSURE RECEIPT OF ANY CHANGES OR ADDITIONAL MATERIALS RELATED TO THIS RFP, SHOULD IMMEDIATELY CONTACT THE PROCUREMENT OFFICER AND PROVIDE THEIR NAME AND MAILING ADDRESS SO THAT AMENDMENTS TO THE RFP OR OTHER COMMUNICATIONS CAN BE SENT TO THEM.

TABLE OF CONTENTS

SECTION 1 - ADMINISTRATIVE INFORMATION6

- 1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT6
- 1.2 TO AGREEMENT.....6
- 1.3 TO PROPOSAL SUBMISSIONS.....6
- 1.4 ORAL PRESENTATIONS/INTERVIEWS6
- 1.5 MINORITY BUSINESS ENTERPRISE (MBE)6
- 1.6 CONFLICT OF INTEREST6
- 1.7 NON-DISCLOSURE AGREEMENT7
- 1.8 LIMITATION OF LIABILITY CEILING.....7
- 1.9 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES8
- 1.10 DOCUMENT OWNERSHIP.....8
- 1.11 RIGHTS TO RECORDS.....9

SECTION 2 - SCOPE OF WORK 12

- 2.1 PURPOSE..... 12
- 2.2 AGENCY BACKGROUND..... 13
- 2.3 ROLES AND RESPONSIBILITIES 13
- 2.4 REQUIREMENTS..... 14
 - 2.4.1 FUNCTIONAL / BUSINESS REQUIREMENTS..... 14
 - 2.4.2 TECHNICAL REQUIREMENTS-..... 14
 - 2.4.3 NON-FUNCTIONAL, NON-TECHNICAL REQUIREMENTS 16
 - 2.4.4 SERVICE LEVEL AGREEMENTS..... 16
 - 2.4.5 BACKUP / DISASTER RECOVERY 17
 - 2.4.6 HARDWARE, SOFTWARE, AND MATERIALS 17
- 2.5.2 DELIVERABLE DESCRIPTIONS / ACCEPTANCE CRITERIA..... 19
- 2.6 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES 21
- 2.7 CONTRACTOR PERSONNEL EXPERTISE REQUIRED..... 21
- 2.8 CONTRACTOR QUALIFICATIONS 22
- 2.9 RETAINAGE..... 23
- 2.10 INVOICING 23
 - 2.10.1 INVOICE SUBMISSION PROCEDURE 23
- 2.12 LIVING WAGE..... 25
- 3.1 REQUIRED RESPONSE 26
 - 3.2 FORMAT..... 26
 - 3.2.1 TECHNICAL PROPOSAL..... 26
 - 3.2.2 FINANCIAL RESPONSE 28

SECTION 4- TASK ORDER AWARD PROCESS 29

- 4.1 OVERVIEW 29
- 4.2 TECHNICAL PROPOSAL EVALUATION CRITERIA..... 29
- 4.3 SELECTION PROCEDURES 29
- 4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT 29

ATTACHMENT 1A- PRICE PROPOSAL FORM..... 31

ATTACHMENT 2 – TASK ORDER AGREEMENT 32

ATTACHMENT 3 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE..... 35

ATTACHMENT 4 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY 36

ATTACHMENT 5 – DIRECTIONS 38

ATTACHMENT 7- AGENCY RECEIPT OF DELIVERABLE FORM..... 41

ATTACHMENT 8 – AGENCY ACCEPTANCE OF DELIVERABLE FORM.....42
ATTACHMENT 9– NON-DISCLOSURE AGREEMENT (OFFEROR).....43
ATTACHMENT 10 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR).....44
ATTACHMENT 11 – TO CONTRACTOR SELF-REPORTING CHECKLIST.....46
ATTACHMENT 12 – LIVING WAGE AFFIDAVIT OF AGREEMENT49
EXHIBIT A50

KEY INFORMATION SUMMARY SHEET

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

TORFP Title:	Section 1115 Demonstration Grant -Survive and Thrive
Functional Area:	FA-2,
TORFP Issue Date:	May 11,, 2010
Closing Date and Time:	June 1, 20210 @ 2:00 PM
TORFP Issuing Agency:	Department of Human Resources/(DHR)/Prince George's County Office of Child Support Enforcement (PGCOCSE)
Send Questions and Proposals to:	Nora Williams nwilliam@dhr.state.md.us
TO Procurement Officer:	Nora Williams Name of TO Procurement Officer Office Phone Number: 301-316-3306 Office FAX Number: 301-316-3320
TO Manager:	Carol Martindale-Padmore Office Phone Number: 301 316-4046 Office FAX Number: 301 316-3512
: TO Project Number:	Purchase Order Number N00B0400399- DHR/PGCOCSE/ST-10-008-S
TO Type:	Fixed Price
Period of Performance:	9 months - June 8, 2010 - February 28, 2011.
MBE Goal:	0 percent
Small Business Reserve (SBR):	No
Primary Place of Performance:	Department of Human Resources/Prince George's County Office of Child Support Enforcement 4235 28 th Ave., Suite 135, Temple Hills, Maryland 20748

TO Pre-proposal Conference:

May 18, 2010 @ 10:00 A.M. (6TH Floor)
Prince George's County Office of Child Support
Enforcement
4235 28th Avenue, Suite 135, Temple Hills, Maryland
20748-1718
See Attachment 5 for directions.

SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

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

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

1.2 TO AGREEMENT

Based upon an evaluation of TO Proposal responses, a Master Contractor will be selected to conduct the work defined in Section 2 - Scope of Work. A specific TOA, Attachment 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 date and exact time stated in the Key Information Summary Sheet above. The date and time of submission is determined by the date and time of arrival in the TO Procurement Officer's e-mail box. The TO Proposal is to be submitted via e-mail as two attachments in MS Word format. The "subject" line in the e-mail submission shall state the TORFP # N00B0400399. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS II TORFP # N00B0400399 Technical". The second file will be the financial response to this CATS II TORFP and titled, "CATS II TORFP #N00B0400399Financial". The following proposal documents must be submitted with required signatures as .PDF files with signatures clearly visible:

- Attachment 1 – Price Proposal
- Attachment 3 - Conflict of Interest and Disclosure Affidavit
- Attachment 12 – Living Wage Affidavit of Agreement

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)

There is no MBE goal for this TO Agreement.

1.6 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.

Certain other opportunities may result in a conflict of interest, and it shall be the responsibility of the TO Contractor to assure that no member of its staff engages in additional business development activities related to DHR without first consulting with the agency and obtaining a formal opinion so as to avoid any potential conflict of interest. Should the TO Manager learn that any member of the TO Contractor's team has failed to observe these guidelines; the offending team member shall be immediately dismissed from the engagement.

1.7 NON-DISCLOSURE AGREEMENT

Certain system documentation may be available for potential Offerors to review at a reading room at PGCOSE, 4235 28th Avenue, Suite 135, Temple Hills, Maryland 20748. 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 TOA in order to fulfill the requirements of the TOA. The TO Contractor, employees and agents who review such documents will be required to sign, including but not limited to, a Non-Disclosure Agreement (TO Contractor) in the form of Attachment 10

1.8 LIMITATION OF LIABILITY CEILING

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

1.8.1 Liquidated Damages – Failure to Meet Performance Requirements

The TO Contractor agrees that in the event of a failure to meet timelines in an approved project plan, Deliverable and due dates damage shall be sustained by DHR. Actual damages to the State may be extremely difficult and impractical to determine. It is therefore agreed that the State, at its sole option and after the TO Contractor has been given reasonable opportunity, of which the timeframe will be determined at the sole discretion of the state, to cure the failure and fails to do so, may require the TO Contractor to pay liquidated damages for such failures according to the following subsections. Total damages will be limited as out-lined in Section 1.8 Limitations of Liability Ceiling and Liquidated Damages and any liquidated damages assessed will count against the limitations of liability threshold. In addition, a single event of failure on the part of the TO Contractor or its subcontractors will only result in the imposition of damages in one liquidated damage category.

Liquidated Damages shall apply as follows:

- A. In the event of a force major event, or a failure due to third parties outside of the TO Contractor's reasonable control, no Liquidated Damages will apply.
- B. In the event of a failure to meet performance requirements, other than an excusable failure as described in subsection (a) above, , the maximum amount for Liquidated Damages will not exceed 10% of the total charges invoiced in an average monthly period. Amounts due the State as liquidated damages will be deducted by the State from any money payable to the TO Contractor pursuant to this Contract.

The State will notify the TO Contractor in writing of any claim for liquidated damages before the date the State deducts such sums from money payable to the TO Contractor. No delay by the State in assessing or collecting liquidated damages shall be construed as a waiver of such rights.

The TO Contractor shall not be liable for liquidated damages when, in the opinion of DHR, incidents or delays result from excusable failure. DHR shall adopt a reasonable standard of review which takes into consideration the totality of the circumstances. The TO Contractor will bear the burden of providing evidence, that the delay is attributable to, and the responsibility of, another entity outside and independent of the custody, control, supervision and/or direction of the TO Contractor, its officers, agents or employees. Failure to provide such proof will result in the TO Contractor being responsible and liable for all liquidated damages hereunder.

1.8.2 Liquidated Damages – Failure Notification Requirement

Written notification of failure to meet a performance requirement shall be given by the DHR Project Manager to the TO Contractor. The TO Contractor shall have three (3) days from the date of receipt of the written notification of failure to perform the specifications to cure the failure set forth in the written notification. If the failure is not resolved or if the TO Contractor fails to provide a plan to cure the failure that is acceptable to the DHR Project Manager within this period, liquidated damages may be imposed retroactively to the date of failure to perform, excluding days used by DHR to review the product if it proves acceptable. However, if the product is not acceptable these review days may be included in the computation of liquidated damages. Such review shall be done within a reasonable time period and in no event exceed more than ten (10) working days.

1.8.3 Liquidated Damages – Failure to Meet Project Deliverable Schedule Criteria

For any failure by the TO Contractor to meet a critical project Deliverable due date, DHR may require the TO Contractor to pay liquidated damages in the amount of \$500.00 per day per Deliverable, each and every day thereafter up to the maximum until such Deliverable is completed and accepted by the DHR Project Manager. If the TO Contractor fails to complete the Deliverable, which is subsequently accepted by the DHR Project Manager, within thirty (30) days, DHR may move to terminate the TO Contract for default.

1.8.4 Liquidated Damages – Key Personnel

In the event that the TO Contractor diverts or replaces Key Personnel without the prior written approval of DHR, the TO Contractor is subject to liquidated damages in the amount of \$500 per business day for diversion of the Contractor's Project Manager (CPM) and \$250 per business day for all other key personnel, until the key personnel's replacement is approved by the DHR Project Manager and begins work. The damages will begin the first business day of the diversion or replacement of Key Personnel by the TO Contractor and applies only to replacement of key personnel by the TO Contractor that is within the TO Contractor's control. No liquidated damages will be payable by the TO Contractor if removal or reassignment of such personnel is required as a result of the following, provided that the TO Contractor provides written notification to DHR's Project Manager within five (5) business days of such removal/reassignment and exercises commercially reasonable efforts to find a suitable replacement for the Key Personnel:

- A. Voluntarily resignation from TO Contractor's employment;
- B. Dismissal by the TO Contractor for performance or for misconduct (e.g. fraud, drug abuse, theft);
- C. Inability to work due to a disability; or,
- D. Replacement or reassignment of such personnel at the request of DHR.

1.9 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

DoIT is responsible for contract management oversight on the CATS II master contract. As part of that oversight, DoIT has implemented a process for self-reporting contract management activities of CATS II task orders (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.

1.10 DOCUMENT OWNERSHIP

In the event of contract award, all data and documentation produced as part of the contract will become the exclusive property of the Department of Human Resources, State of Maryland and may not be removed by an employee of the TO Contractor or Subcontractor(s) or used, sold, reproduced or duplicated in any way for any purpose by the TO Contractor or Subcontractor(s) without the written permission of the Department. Technical proposals received from Offerors in response to this TORFP and the corresponding financial proposals from

qualified Offerors will become the property of the Department of Human Resources, State of Maryland, and will not be returned to the Offeror.

1.11 RIGHTS TO RECORDS

The TO Contractor agrees that all documents and materials, including but not limited to, reports, workpapers, studies, computations and data, tests, maps, design, and graphics prepared by the TO Contractor for purposes of this Contract shall be the sole property of DHR and shall be available to DHR. DHR shall have the right to use the same without restriction and without compensation to the TO Contractor other than that specifically provided by this Contract.

To the extent that the Contractor incorporates any of its materials, reports or data into the documents and materials delivered under any Deliverable, the TO Contractor hereby grants to the State a royalty-free, non-exclusive right to use such TO Contractor's information solely for the State's use and that of its agents.

Notwithstanding anything to the contrary in the contract, the TO Contractor shall have the right to retain a copy of all its work papers and administrative records and shall be entitled to use such documents.

1.11.1 WORKS FOR HIRE

The TO Contractor agrees that at all times during the term of the contract and thereafter, the works created and services performed under the contract shall be "works made for hire" as that term is interpreted under U.S. copyright law. To the extent that any products created under the contract are not determined to be works for hire for the Department, the TO Contractor hereby relinquishes, transfers, and assigns to the State all of its rights, title, and interest (including all intellectual property rights) to all such products created under the Contract, and shall cooperate reasonably with the State in effectuating and registering any necessary assignments.

The TO Contractor shall not affix any restrictive markings upon any data and if such markings are affixed, the Department shall have the right at any time to modify, remove, obliterate, or ignore such warnings.

A. WORKPAPERS AND RECORDS

- 1.11.1.A.1 All of the services performed by the TO Contractor relating to the subject of this Agreement are subject to the review, inspection and approval of DHR Project Manager and, therefore, any and all written and electronic records, including, but not exclusively limited to, any books, papers, notes, files, records, memos, drafts, findings, draft reports, and reports related to such services (hereinafter "Workpapers" or "Workpaper") shall be subject to the inspection and approval of DHR. The TO Contractor shall furnish all Workpapers and additional information requested by DHR to DHR and grant DHR's duly authorized representatives free access to any Workpapers at all reasonable times, upon three (3) hours notice to the TO Contractor. At DHR's request, the TO Contractor shall provide DHR with copies of Workpapers in the possession or control of the TO Contractor. The Workpapers may be provided in an electronic format that is acceptable to DHR.
- 1.11.1.A.2 The TO Contractor agrees that all Workpapers shall remain the property of DHR and all Workpapers retained by the TO Contractor are retained on behalf of DHR. The TO Contractor shall retain and maintain all records and documents in any way relating to this Contract for three (3) years after final payment by the State of Maryland if applicable, or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State at all reasonable times. All records related in any way to the Contract are to be retained for the entire time provided under this section.
- 1.11.1.A.3 During the Retention Period the TO Contractor shall maintain all Workpapers in its possession in the office or facility closest to DHR's office that is appropriate for the retention of documents. After or during the Retention Period or upon completion of the services provided in accordance with this Contract and any regulatory or legal proceeding

associated with the services provided, DHR may take possession of any original Workpapers retained by the TO Contractor and the TO Contractor shall submit such Workpapers to DHR in accordance with DHR's direction. The TO Contractor may retain photocopies of the original Workpapers and may retain any original Workpapers DHR does not wish to possess. All such materials are to be kept confidential and in a secure location.

1.11.1.A.4 The TO Contractor agrees to maintain all Workpapers as confidential information owned by DHR. The TO Contractor shall only disclose Workpapers to its own employees as necessary to perform services under the Contract and to DHR unless permitted, in writing, by DHR to do otherwise.

1.11.1.A.5 The TO Contractor agrees to take all reasonable steps necessary to safeguard the Workpapers, or other information from loss, destruction, unauthorized disclosure or erasure during the course of the Contract and the Retention Period.

1.11.2 PATENTS, COPYRIGHTS, AND INTELLECTUAL PROPERTY

As used in this Section, the term "deliverables" shall mean reports, documents, templates, studies, strategies, operating models, technical architectures, design ware, software objects, software programs, source code, object code, specifications, documentation, abstracts and summaries thereof, and other work product and materials which are originated and prepared for the State and delivered by TO Contractor (either independently or in concert with State or third parties) during the course of the TO Contractor's performance under this Contract. The term "Contractor IP" shall mean any intellectual property owned or licensed by the TO Contractor other than the deliverables.

The State shall have a perpetual, nontransferable, non-exclusive paid-up right and license to use, copy, modify and prepare derivative works of the TO Contractor IP during the term of the agreement. Standard licensing terms will apply to all third party software licensed by Contractor. In no event shall either party be precluded from developing for it, or for others, materials which are competitive with, or similar to, the Deliverables. In addition, each party shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques that are acquired or used in the course of performing the Contract.

If the TO Contractor furnishes any design, device, material, process, Deliverable or other item, which is covered by a patent or copyright or which is proprietary or a trade secret, the TO Contractor shall obtain the necessary permission or license to permit the State to use such item as appropriate.

The TO Contractor will defend or settle, at its own expense, any claim or suit against the State alleging that any such item furnished by the TO Contractor infringes any patent, trademark, copyright, or trade secret. If a third party claims that a product infringes that party's patent or copyright, the TO Contractor shall defend the State against that claim at TO Contractor's expense and shall pay all damages, costs and attorney fees that a Court finally awards, provided the State: (1) promptly notifies the TO Contractor in writing of any claim that comes to the knowledge of the State; and (2) cooperates with TO Contractor in the defense and any related settlement negotiations. The obligations of this paragraph are in addition to those stated below.

If any products furnished by the TO Contractor become, or in the TO Contractor's opinion are likely to become, the subject of claim of infringement, the TO Contractor shall, after consultation with the State, and at its own expense: a) procure for the State the right to continue using the applicable item; b) replace the product with a non-infringing product substantially complying with the item's specifications; c) modify the item so that it becomes non-infringing and performs in a substantially similar manner to the original item; or, d) refund to the State the fees paid for such Deliverable, less a reasonable amount for State's use of the Deliverable up to the time of return.

The TO Contractor shall report to DHR promptly and in written detail, each notice of claim of copyright infringement received by the TO Contractor with respect to all data delivered under this Contract.

1.11.3 OWNERSHIP OF DATA, INFORMATION, AND REPORTS

Any data, information, and reports collected or prepared by the TO Contractor or subcontractor(s) in the course of performing its duties and obligations under a Contract resulting from this RFP shall be deemed owned by DHR. The ownership provisions are in consideration of the TO Contractor's use of public funds in collecting or preparing such data, information, and reports. These items shall not be used by the TO Contractor or subcontractor(s) for any independent project of the TO Contractor or subcontractor(s) or publicized by the TO Contractor or subcontractor(s) without written permission from DHR. Subject to applicable State and Federal law and regulations, DHR shall have full and complete rights to reproduce, duplicate, disclose, and otherwise use all such data, information, and reports. At the expiration or termination of the Contract, the TO Contractor and subcontractor(s) shall make available data, information, and reports to DHR within thirty (30) days following the expiration or termination of the Contract or such longer period as approved by DHR.

Except as otherwise provided in this section, if any copyrightable or patentable material is developed by the TO Contractor or subcontractor(s) in the course of performance of a contract resulting from this TORFP, DHR, the State of Maryland, and the Federal Government shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work and authorize others to do so.

1.11.4 NONDISCLOSURE OF PROPRIETARY INFORMATION

- 1.11.4.1 The TO Contractor shall not release any information concerning the services provided pursuant to the Contract or any part thereof to any member of the public, press, business entity, or any official body unless prior written consent is obtained from DHR. Any violation of the data disclosure and confidentiality laws and policies could result in contract termination and impact future awards as well as any potential legal ramifications.
- 1.11.4.2 In accordance with applicable State and Federal law, DHR and the TO Contractor agree that all Workpapers, working papers, recorded information, documents and copies thereof, and all other information written or oral, produced by, obtained by or disclosed to DHR and the TO Contractor in the course of providing the services contemplated by this Contract ("Proprietary Information") shall be forever given confidential treatment, and shall not be made public by DHR or the TO Contractor, except in accordance with the provisions of the Maryland Public Information Act or other applicable laws;
- 1.11.4.3 Proprietary Information shall not include information which (1) is or becomes available to the public other than as a result of a disclosure by the TO Contractor or its representatives; (2) was or becomes available to the TO Contractor on a non confidential basis from a source other than DHR, provided that such source is not known by the TO Contractor to be bound by a confidentiality agreement with or other contractual, legal or fiduciary obligation of confidentiality to DHR with respect to such Proprietary Information; (3) is developed by the TO Contractor independently of any disclosures of information by DHR;
- 1.11.4.4 The TO Contractor further agrees not to use such Proprietary Information for any purpose other than the provision of services as contemplated by the Contract. The TO Contractor agrees that damages would not be a sufficient remedy for any breach of the Contract by the TO Contractor or its representatives and, thus, that, in addition to all other remedies, DHR shall be entitled to seek specific performance and injunctive or other equitable relief as a remedy for any such breach. The TO Contractor also agrees not to seek to secure or post a bond in connection with any such remedy;
- 1.11.4.5 The TO Contractor shall be permitted to disclose Proprietary Information only to the TO Contractor's employees who will have need of such data or information in connection with the performance of this Contract. The TO Contractor shall clearly instruct such employees not to violate the confidentiality provisions contained herein, and the TO Contractor shall take appropriate steps to ensure that such obligations are fulfilled; and
- 1.11.4.6 In the event that the TO Contractor is requested or directed (by deposition, interrogatories, requests for information or documents in legal proceedings, subpoenas, civil investigative demand or similar process), in connection with any legal or regulatory proceedings, to disclose any

Proprietary Information, the TO Contractor shall give DHR prompt written notice of such request or direction so that DHR may independently or jointly seek an appropriate protective order or other remedy. If DHR agrees that the requested disclosure is appropriate and permissible under the relevant provisions of the Contract and any relevant State or Federal laws, the TO Contractor shall furnish only that portion of the Proprietary Information that is legally required to be disclosed.

1.11.5 FEDERAL AND STATE ACCESS

The United States Department of Health and Human Services and DHR, or any of their duly authorized representatives, shall have access to the TO Contractor's documents, papers, and records which are directly pertinent for the purpose of making audit, examination, excerpts, and transcriptions for work performed under this contract. The TO Contractor shall cooperate with all reviews and supply copies of any requested materials.

The U.S. Department of Health and Human Services and the State of Maryland shall have royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to do so, all application software including but not limited to all source and object code, instructions, files, and documentation which is required by this contract. The TO Contractor claims no proprietary rights to the application software, files, databases, or other components of the application developed or modified specifically for the State under this Contract. The State may grant to the Federal government a royalty-free, non-exclusive, and irrevocable license in such software, modifications and documentation designed, developed or installed in whole or part with Federal financial participation in accordance with Federal regulations at 45 CFR 95.617.

The provisions of this section shall be incorporated in any subcontract that relates to the subject matter of this article.

SECTION 2 - SCOPE OF WORK

2.1 PURPOSE

In September 2009 the Prince George's County Office of Child Support Enforcement (PGCOCSE) was awarded a grant to fund a project called "Survive and Thrive", to address the sudden and prolonged effect of the economic downturn on the IV-D caseload and operations. In Prince George's County, the number of unemployed individuals has increased from 16,362 in 2007 to 30,602 in 2009. This shows the heightened need for intervention. The goal of Survive and Thrive is to assist the Unemployment Insurance Benefit (UIB) recipient who is work and job ready, and not making full payments on their child support order, to reach independence and maintain stability through gainful employment. This Project is an ideal opportunity for Department of Human Resources/CSEA to support MD RISE through collaboration with the Department of Labor, Licensing and Regulation (DLLR), the Prince George's County Circuit Court, Prince George's County Office of Community Relations/Community Mediation, and job placement vendors to proactively and aggressively implement strategies to aid in its efforts to assist the above mentioned Non-Custodial Parent.

The purpose of this solicitation is to obtain a **TO Contractor** for the development of a web-based IT solution to be used by grant staff; partners; and an evaluator; as well the development and installation of an information kiosk to be used by staff and non-custodial parents (NCPs) who are in receipt of UIB and are job and work ready. These individuals are NCPs who are no longer current with their child support payments due to their loss of employment as a result of the economic downturn. A user friendly kiosk will provide information on select child support cases; relevant one-stop career centers data; unemployment insurance benefits status; mediation options; and links to other related human services assistance agencies.

2.2 AGENCY BACKGROUND

PGCOCSE is the largest state- administered child support local office in Maryland and the second largest jurisdiction (second to Baltimore City) in total caseload size. PGCOCSE manages an active caseload of over 47,000 cases which represents approximately 25% of the State's child support caseloads from all 24 jurisdictions. This Office is number one in the State in collections and disbursement of child support payments and has exceeded \$100,000,000 in total collections for the past four Federal fiscal years. Child support collected nationally per Full Time Equivalent (FTE) staff working in all states and jurisdictions averages just over \$346,000ⁱ. Collections per FTE staff in Prince George's County OCSE averages \$888,897. As impressive as these numbers are, there has been a noticeable decrease in the amount of child support collected during past Federal fiscal year. This decrease is occurring for the first time in the past five (5) years.

2.3 ROLES AND RESPONSIBILITIES

The Prince George's County Office of Child Support Enforcement shall provide office space for the TO Contractor to work within the Prince George's County Office of Child Support Enforcement, location in Temple Hills, Maryland for the development and installation of the web-based system and kiosk.

- A. Chief Information Officer – The Chief Information Officer (CIO) is the DHR executive that manages all IT enterprise-wide. The CIO serves as the technical advisor the Secretary on the utilization of technology to achieve strategic goals for the Department, and sets the technology vision, strategies and policies to achieve those goals. The CIO is responsible for ensuring appropriate investment in technology and for the strategic acquisition of technology to support the business goals of DHR. The CIO is also responsible for ensuring that adequate technical resources to address needs are made available in a timely manner, and is responsible for setting the technical direction for DHR, and this Agreement, and for final approval and authority of activities and deliverables produced as part of this Agreement.
- B. TO Project Manager – The appointed Department of Human Resources -Project Manager is responsible for the day-to-day operations of the Contract and for monitoring all Deliverable sign-offs, reports, scheduling and other documents to ensure that the Contractor is meeting the terms of the Contract.
- C. Procurement Officer – The TO Procurement Officer has the primary responsibility for the management of the TORFP process, assisting in the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement.
- D. TO Contractor – The State will enter into a contractual agreement with the selected Offeror. The selected Offeror shall be responsible for all services as required by this TORFP. Subcontractors, including those used to meet MBE subcontracting requirements, must be identified and a complete description of their role must be included in the proposal.

The TO Contractor shall not subcontract the delivery of all or any part of the services provided to the Department without the express prior written consent of the Department. The Department's approval of a subcontractor shall not relieve the Contractor of its obligations under this Agreement. Nothing contained in this Agreement shall create any contractual relationship between a subcontractor or a contractor and the Department.

Where applicable, the TO Contractor agrees to bind every subcontractor and contractor by the terms and conditions of this Agreement, as far as appropriate and applicable, to the work to be performed by the subcontractor or TO Contractor. The TO Contractor shall be fully responsible to Department for the acts and omissions of all subcontractors and TO Contractors and of persons directly or indirectly employed or contracted by any of them.

2.4 REQUIREMENTS

2.4.1 FUNCTIONAL / BUSINESS REQUIREMENTS

Functional requirements relate to what business processes must be provided or supported under the TO.

ID #	Functional / Business Requirements	Associated Deliverable ID # From Section 2.5.2 Below (If Applicable)
2.4.1.1	The TO Contractor shall operate from office space provided by the Prince George's County Office of Child Support Enforcement for the development and installation of the web-based system and kiosk	2.5.2.4
2.4.1.2.	The Department of Human Resources shall make available to the Prince George's County Office of Child Support Enforcement documentation describing the current IT environment listing the required interfaces to the existing systems. This information will be provided to the TO Contractor.	2.4.2.17, 18, 24 and 26

2.4.2 TECHNICAL REQUIREMENTS-

The TO Contractor shall obtain approval from DHR/Prince George's County Office of Child Support Enforcement TO Project Manager prior to implementation of Deliverables listed in Sections 2.5.2.5, 2.5.2.6 and 2.5.2.7

Technical requirements relate to IT system design or performance required under the TO.

ID #	Technical Requirements	Associated Deliverable ID # (From section 2.5.2 below):
2.4.2.1	Provide specifications for the purchase of a Kiosk and software needed for the development of the various systems to be used in the Project	2.5.2.5
2.4.2.2	Develop and install an approved Kiosk to be used by the Project's participants.	2.5.2.5
2.4.2.3	Design, develop and deploy the web-based tracking system that has interconnectivity with the kiosk so that data can flow seamlessly and in real time between tracking system and kiosk. The tracking system must be mapped so as to auto-fill applicable data on the federal quarterly reporting forms. This system must have the capability to produce custom and standard reports in Excel format.	2.5.2.6

2.4.2.4	Create test plans and complete testing for the efficiency and validity of systems developed for use by Project personnel and participants.	2.5.2.7
2.4.2.5	Train and guide staff, vendors, partners and evaluator on use of the web-based tracking system and kiosk and develop manuals for training and the system administrator.	2.5.2.8
2.4.2.6	Provide ongoing technical support to staff during the life of the Project at no additional cost.	2.5.2.8
2.4.2.7	Fix system bugs as reported by PGCCSE during the life of the Project	2.5.2.6
2.4.2.8	Enable system to be accessible through the intranet via a unique URL.	2.5.2.5
2.4.2.9	Each user will be assigned a unique log-on user name and password for limited number of websites.	2.5.2.5
2.4.2.10	Users will be required to change their password after their first sign-on (both staff and customers).	2.5.2.6
2.4.2.11	Passwords should be eight (8)characters with at least one number and symbol.	2.5.2.6
2.4.2.12	User name will be the initial of the first name and the full last name.	2.5.2.6
2.4.2.13	The system shall have the ability to display a general case summary for each customer. Case summary information will be imported from another SQL database. The system will also display links to "jobs' websites and hyper links to other public and State agencies, (DLLR, DSS, Prince Georges County Community Relations, Maryland One-Stop Centers, CSEA- E-Child Support). Displayed information includes, case numbers, docket number, support obligated amount (SOA), individual registration number (IRN), NCP name, social security number (SSN), date of birth (DOB),address, and contact information,(i.e. phone numbers and email addresses), These fields shall have update capabilities by agency staff.	2.5.2.5
2.4.2.14	User will be required to change password every 45 days.	2.5.2.5
2.4.2.15	The system shall have the ability to track the activities of each participant through data inputted by workers.	2.5.2.6
2.4.2.16	The system shall have an administrative section that allows administrators to create user names and profiles. The administrator will delete users if no activity within 45 days or if participant is removed from the Project.	2.5.2.6
2.4.2.17	The system or server shall have the ability to receive files via FTP or some other transmission method	2.5.2.6
2.4.2.18	The system shall have the ability to receive data/file from other partnering agencies. The format of the file can either be a flat file or comma delimited file.	2.5.2.6
2.4.2.19	The system shall have the ability to receive scanned electronic files from all agencies.	2.5.2.6
2.4.2.20	The system shall have the ability to upload and view scanned PDF over the intranet	2.5.2.6
2.4.2.21	The system shall have the ability to store information in a centralized database. This includes user information and the case information from the interfaces from other agencies.	2.5.2.6
2.4.2.22	The data displayed in the application shall be in read and write for certain fields and users and more sensitive fields shall be	2.5.2.6

	view only for some users. Users will have the ability to transmit data to case workers in order to update CSES.	
2.4.2.23	The system shall have an audit trail that tracks the activities of each user.	2.5.2.6
2.4.2.24	The system shall use encryption when transferring data from one database to the browser. SSL, certificates, or others means may be used for encryption purposes.	2.5.2.6
2.4.2.25	The system shall have the capability to generate usage reports in an Excel format. The system shall have the capability to generate defined and custom reports. TO Contractor to design reports based on request of PGCOOSE (see limited samples at the end of this document).	2.5.2.6
2.4.2.26	Enable migration of data from TO Contractor site to the Prince George's County Office of Child Support Enforcement site.	2.5.2.3
2.4.2.27	Assume sole responsibility for work performed.	2.5.2.3

2.4.3 NON-FUNCTIONAL, NON-TECHNICAL REQUIREMENTS

Non-functional, non-technical requirements may include any requirements not related to IT system make-up or business processes. Examples are personnel tasks, SDLC documentation, required meetings, etc.

ID #	Non-Functional, Non-Technical Requirements	Associated Deliverable ID # (From section 2.5.2 below):
2.4.3.1	Attend scheduled meetings and/or teleconferences.	2.5.2.3
2.4.3.2	Attend unscheduled meeting in emergency situations.	2.5.2.3
2.4.3.3	TO Contractor to provide a Troubleshooter's Manual	2.5.2.3

2.4.4 SERVICE LEVEL AGREEMENTS

TORFP Section	SLA	Measure
2.4.2	Service requests include an appointment, pre-scheduled and mutually agreed upon time by the TO Contractor and DHR staff.	All service requests must have an appointment 100% of the time.
2.4.2	For critical problems, (i.e. when there is a system error or failure, all users are unable to log-into the	99% of the time.

	<p>system, response time exceeds normal time window by more than 3 minutes), it is the responsibility of the TO Contractor to respond within one (1) hour of receiving the service request.</p> <p>For non-critical problems, the initial response time is within four (4) hours of receiving the service request.</p>	98% of the time.
2.4.2	<p>Critical problems – the repair/replace timeframe is four (4) hours of receiving the service request.</p> <p>Non-critical problems, the repair/replace timeframe is within three (3) business days of receiving the service request.</p>	<p>99% of the time.</p> <p>98.5% of the time.</p>
2.4.2	Notification of replaced equipment must occur within one (1) business day of the replacement.	100% of the time.
2.4.2	Notification of completion of the service request must occur within one (1) business day of the work being completed.	99% of the time.

:

2.4.5 BACKUP / DISASTER RECOVERY

The PGCOSE IT Groups shall perform backups of the web, application, and database servers on a regular basis. This shall include daily incremental backups and full weekly backups of all volumes of servers. Daily backups shall be retained for one month, and weekly backups shall be retained for life of the Project, by the PGCOSE IT Group. Daily backups will be stored off-site by the PGCOSE IT Group. The TO Contractor will not be responsible for backups and disaster recovery.

2.4.6 HARDWARE, SOFTWARE, AND MATERIALS

The TO Contractor shall provide a written description of any tools, hardware and/or software applications that will be used to facilitate the work. Prince George's County Office of Child Support Enforcement will purchase the required hardware, software and materials thus no pricing should be included in the proposed fixed price to cover suggested materials.

The TO Contractor will provide Quality Assurance/Quality Control (QA/QC) for work performed in the development stages of the web application, using industry standards for testing. Prince George's County Office of Child Support Enforcement will provide QA/QC for hardware related to the web application, and software (windows 2008, SQL Server) maintenance.

2.5 DELIVERABLES

2.5.1 DELIVERABLE SUBMISSION PROCESS

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

The Prince George's County Office of Child Support Enforcement may request drafts of final deliverables, and if requested, drafts are required at least five business days in advance of when final deliverables are due. Written deliverables defined as draft documents must demonstrate due diligence in meeting the scope and requirements of the associated final written deliverable. A draft written deliverable may contain limited structural errors such as poor grammar, misspellings or incorrect punctuation, but must:

Be presented in a format appropriate for the subject matter and depth of discussion.

Be organized in a manner that presents a logical flow of the deliverable's content.

Represent factual information reasonably expected to have been known at the time of submittal.

Present information that is relevant to the Section of the deliverable being discussed.

Represent a significant level of completeness towards the associated final written deliverable that supports a concise final deliverable acceptance process.

Upon completion of a deliverable, the TO Contractor shall document each deliverable in final form to the TO Manager for acceptance. The TO Contractor shall memorialize such delivery in an Agency Receipt of Deliverable Form (Attachment 7). The TO Manager shall countersign the Agency Receipt of Deliverable Form indicating receipt of the contents described therein.

Upon receipt of a final deliverable, the TO Manager shall commence a review of the deliverable as required to validate the completeness and quality in meeting requirements. Upon completion of validation, the TO Manager shall issue to the TO Contractor notice of acceptance or rejection of the deliverables in an Agency Acceptance of Deliverable Form (Attachment 8). In the event of rejection, the TO Contractor shall correct the identified deficiencies or non-conformities. Subsequent project tasks may not continue until deficiencies with a deliverable are rectified and accepted by the TO Manager or the TO Manager has specifically issued, in writing, a waiver for conditional continuance of project tasks. Once the State's issues have been addressed and resolutions are accepted by the TO Manager, the TO Contractor will incorporate the resolutions into the deliverable and resubmit the deliverable for acceptance. Accepted deliverables shall be invoiced within 30 days in the applicable invoice format (Reference 2.10 Invoicing).

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

2.5.2 DELIVERABLE DESCRIPTIONS / ACCEPTANCE CRITERIA

TORFP ID	Deliverables	Expected Completion	Acceptance Criteria
2.5.2.1.	Troubleshooters' Guidebook	NTP + 60 Business Days	<p>Consistent with the requirements of the TORFP</p> <p>Submitted on time</p> <p>Adhering to DHR-approved format</p> <p>Contains relevant information as defined by discussion with DHR</p> <p>Experiences timely and relevant updates as per the requirements of the TORFP</p>
2.5.2.2	<p>Weekly Status Report.</p> <p>Attend scheduled and/or unscheduled meetings and/or teleconferences.</p>	Close of Business at week's end	<p>Consistent with the requirements of the TORFP</p> <p>Submitted on time</p> <p>Adhering to DHR-approved format</p> <p>Contains relevant information as defined by discussion with DHR</p> <p>Contains factual information</p>
2.5.2.3	Monthly Status Report	15 th Business day following the close of the reporting period	<p>Consistent with the requirements of the TORFP</p> <p>Submitted on time</p> <p>Adhering to DHR-approved format</p> <p>Contains relevant information as defined by discussion with DHR</p> <p>Contains factual information</p>
2.5.2.4	Operate from office space provided within the Prince George's County Office of Child Support Enforcement, Temple Hills, Maryland location.	Two weeks after the contract is awarded	<p>Consistent with the requirements of the TORFP</p> <p>Established on time</p> <p>Adhering to DHR-approved format</p>
2.5.2.5	Develop and install an	Within one month of receipt	

TORFP ID	Deliverables	Expected Completion	Acceptance Criteria
	approved kiosk to be used by Project's participants.	of the purchase of the kiosk.	<p>Consistent with the requirements of the TORFP</p> <p>Submitted on time</p> <p>Adhering to DHR-approved format</p> <p>Contains relevant information as defined by discussion with DHR</p> <p>Contains factual information</p>
2.5.2.6	Design, develop and deploy the web-based tracking system that has interconnectivity with the kiosk so that data can flow seamlessly and in real time between the tracking system and kiosk. System will ensure that similar fields on different forms from partnering agencies will be filled automatically as new information is enter into the tracking system	Two weeks after the execution of the contract.	<p>Consistent with the requirements of the TORFP</p> <p>Submitted on time</p> <p>Adhering to DHR-approved format</p> <p>Contains relevant information as defined by discussion with DHR</p> <p>Contains factual information</p>
2.5.2.7	Create test plans and complete testing for the efficiency and validity of systems developed for use by project personnel and participants.	Two weeks of completing the design of the two systems.	<p>Consistent with the requirements of the TORFP</p> <p>Submitted on time</p> <p>Adhering to DHR-approved format</p> <p>Contains relevant information as defined by discussion with DHR</p> <p>Contains factual information</p>
2.5.2.8	Train and guide staff, vendors partners and evaluator on the use of the web-based tracking system and kiosk.	Two days following the testing of the testing of the two systems	<p>Consistent with the requirements of the TORFP</p> <p>Submitted on time</p> <p>Adhering to DHR-approved format</p> <p>Contains relevant information as defined by discussion with DHR</p>

TORFP ID	Deliverables	Expected Completion	Acceptance Criteria
			Contains factual information
2.5.2.9	Submit a Project Management Plan artifacts, that include but not limited to, Schedule, Cost, Scope, Change Management Plan, Work Breakdown Structure, Resource Management Plan and Risk Management Plan	Two weeks after the execution of the contract and notice to proceed.	Consistent with the requirements of the TORFP Submitted on time Adhering to DHR-approved format Contains relevant information as defined by discussion with DHR Contains factual information

2.6 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
- 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.

2.7 CONTRACTOR PERSONNEL EXPERTISE REQUIRED

The Master Contractor must document a professional level of expertise in computer programming development. The TO Contractor shall describe staff including the organization structure with staffing levels and responsibilities. The TO Contractor shall identify the single point of contact on the TO Contractor team for DHR. This single point of contact will serve as the TO Contractor’s Project Manager or liaison for managing customer service or contractual issues. The TO Contractor shall demonstrate by the resumes provided that the proposed personnel are qualified to perform in the job category specified.

2.7.1 Key Contractor Personnel

All personnel proposed are essential for successful TO Contractor performance and will be considered Key Personnel for the purposes of evaluation as well as adherence to substitution provisions. The TO Contractor shall provide resumes and the included Personnel Qualifications form for each person identifying the position for which they are proposing that individual. Key Personnel submitted with the proposal are for evaluation purposes. The TO Contractor must ensure the identified Key Personnel or personnel with similar qualification will be available to perform any work awarded and will not be reassigned without the written concurrence of DHR’s leadership.

2.7.2 Substitution of Key Contractor Personnel

During the first 180 calendar days of the contract performance period for a task, no substitutions of Key Personnel shall be permitted unless such substitutions are necessitated by an individual's sudden illness, death, or resignation, or as otherwise approved by DHR leadership or requested by DHR leadership. In any of these events, the TO Contractor shall promptly notify the DHR project manager and provide the information required below.

After the initial 180-calendar day period, all proposed substitutions of Key Personnel must be submitted in writing. The request to substitute a Key staff member must be made at least fifteen (15) business days in advance of the proposed substitution. The request must be submitted to the DHR project manager with the information required below. The DHR project manager and appropriate DHR Leadership must agree to the substitution in writing before such substitution shall become effective.

Individuals proposed and accepted as Key Personnel for this contract are expected to remain dedicated to the contract. Substitutions will be allowed only when the DHR project manager specifically agrees to the substitution in writing. All proposed substitutes of Key Personnel must have qualifications at least equal or better to that of the person initially proposed by the TO Contractor and evaluated and accepted by DHR. The burden of illustrating this comparison shall be the TO Contractor's. The resumes of the initially proposed Key Personnel shall become the minimum requirement for qualifications for the duration of the total contract term. If one or more of the Key Personnel are unavailable for work under this contract for a continuous period exceeding fifteen (15) calendar days, the TO Contractor shall immediately notify the DHR TO Manager and propose to replace personnel with personnel of equal or better qualifications within fifteen (15) calendar days of notification. All substitutions shall be made in accordance with this provision.

Regarding requests for substituting Key Personnel: all requests for substitutions must provide a detailed explanation of the circumstances necessitating the proposed substitutions, a resume of the proposed substitute (see below), and any other information requested by DHR to make a determination as to the appropriateness of the proposed substitution. All proposed substitutes must have educational qualifications and work experience equal to or better than the resume initially proposed for key personnel; the burden of illustrating this comparison shall be the Contractor's.

2.7.3 Proposed Project Staff

It is up to the TO Contractor to propose the mix of project staff and their approach to meet the needs of DHR in supporting this effort and to crosswalk these functions to the requirements and the TO Contractor's understanding of the work. The TO Contractor shall include skill and experience requirements in a matrix document for DHR. In addition to the staffing/skills matrix, all project staff proposed will provide copies of any certification for any stated skills. Please note at DHR's request project staff may also be required to produce diplomas or other evidence of stated educational background.

2.7.4 Substitution of Education for Experience

A Bachelor's Degree or higher may be substituted for the general and specialized experience for those labor categories requiring a High School Diploma. A Master's Degree may be substituted for two years of the general and specialized experience for those labor categories requiring a Bachelor's Degree. Substitution shall be reviewed and approved by DHR.

Substitution of experience for education may be permitted at the discretion of DHR, and will generally be accepted if the candidate has at least six years of direct experience for the proposed category in lieu of a Bachelor's Degree

2.8 CONTRACTOR QUALIFICATIONS

The following 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:

- A. Familiarity with the State of Maryland's IT Master Plan - refer to <http://doit.maryland.gov/policies/Documents/policyplanning/FY2011StateITMP.pdf>

- B. Experience with project management tools and software.
- C. Staffing the project with key personnel with direct knowledge and experience in service provision, state or local government.
- D. Proficiency in programming, development, and system deployment as well as critical care and ongoing maintenance/support.
- E. Experience using automated testing and tools.
- F. The TO Contractor shall supply two (2) references to support the proposal. The references shall be current and identify the name of each reference, point of contact, and telephone number. DHR will have the right to contact any reference of its choosing as part of the evaluation process, including references not provided by the contractor but otherwise known by the Department.

2.9 RETAINAGE

PGCOCSE will withhold 10% of the total TO value until acceptance of deliverable #2.5.2.8 under the TO.

2.10 INVOICING

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS II Master Contract. A proper invoice 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. Payment of invoices will be withheld if a signed Acceptance of Deliverable form – Attachment 8 is not submitted.

The TO Contractor shall submit invoices for payment upon acceptance of separately priced deliverables, on or before the 15th day of the month following receipt of the approved notice(s) of acceptance from the TO Manager. A copy of the notice(s) of acceptance shall accompany all invoices submitted for payment.

The TO Contractor shall invoice the Department at the following intervals:

- 30% of the total TO price to be paid upon completion of deliverables **2.5.2.1; 2.5.2.4; and 2.5.2.5.**
- 60% of the total TO price to be paid upon completion of deliverables **2.5.2.6 and 2.5.2.7**

2.10.1 INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

- The invoice shall identify the PGCOCSE as the TO PGCOCSE, deliverable description, associated TOA number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number.
- The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees and any subcontractor and signed Acceptance of Deliverable form – Attachment 8 for each deliverable being invoiced) submitted for payment to:

The Department of Human Resources

Accounts Payable Room 928

311 West Saratoga Street, Baltimore, MD 21201.

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 TOA. In no event shall any invoice be submitted later than 60 calendar days from the TOA termination date.

2.11 MBE PARTICIPATION REPORTS

The MBE participation goal is zero (0) percent.

2.12 LIVING WAGE

Living Wage Requirements

The contract resulting from this solicitation has been determined to be a **Tier 1** contract.

A solicitation for services under a State contract valued at \$100,000 or more may be subject to Title 18, State Finance and Procurement Article, Annotated Code of Maryland. Additional information regarding the State's wage requirement is contained in the following section entitled ATTACHMENTS 13- Living Wage Affidavit of Agreement. If the Bidder fails to complete and submit the required Living Wage Affidavit, the State may determine a Bidder to be not responsible.

Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least \$12.25 per hour, if State contract services valued at 50% or more of the total value of the contract are performed in the Tier 1 Area. If State contract services valued at 50% or more of the total value are performed in the Tier 2 Area, a Bidder shall pay each covered employee at least \$9.21 per hour. The specific Living Wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. The Tier 1 Area includes Montgomery, Prince George's, Howard, Anne Arundel, and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. If the employees who perform the services are not located in the State, the head of the unit responsible for a State contract pursuant to §18-102 (d) shall assign the tier based upon where the recipients of the services are located.

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

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; or 2) a completed Master Contractor Feedback Form. The feedback form helps the State understand for future contract development why Master Contractors did not submit proposals. The form is accessible via 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

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.

Proposed Solution: A detailed narrative of the Master Contractor's proposed methodology and solution for completing the requirements and deliverables in Section 2 - Scope of Work. This section should include a comprehensive schedule of tasks and estimated time frames for completing all requirements and deliverables, including any tasks to be performed by State or third party personnel.

Draft Work Breakdown Structure (WBS): A matrix or table that shows a break down of the tasks required to complete the requirements and deliverables in Section 2 - Scope of Work. The WBS should reflect the chronology of tasks without assigning specific time frames or start / completion dates. The WBS may include tasks to be performed by the State or third parties as appropriate, for example, independent quality assurance tasks. If the WBS appears as a deliverable in Section 2 – Scope of Work, the deliverable version will be a final version. Any subsequent versions should be approved through a formal configuration or change management process.

Draft Project or Work Schedule: A Gantt or similar chart containing tasks and estimated time frames for completing the requirements and deliverables in Section 2 - Scope of Work. The final schedule should come later as a deliverable under the TO after the TO Contractor has had opportunity to develop realistic estimates. The Project or Work Schedule may include tasks to be performed by the State or third parties as appropriate.

Draft 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. If the Risk Assessment appears as a deliverable in Section 2 – Scope of Work, that version will be a final version. Any subsequent versions should be approved through a formal configuration or change management process.

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.

Proposed Tools: A description of any tools, for example hardware and/or software applications that will be used to facilitate the work.

B. Proposed Personnel

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.

Certification that all proposed personnel meet the minimum required qualifications and possess the required certifications in accordance to Section 2.7.3.

Provide the names and titles of the Master Contractor's management staff who will supervise the personnel and quality of services rendered under this TOA.

Complete and provide, at the interview, Attachment 4 – Labor Classification Personnel Resume Summary.

C. MBE Participation

N/A.

D. Subcontractors

Identify all proposed subcontractors, including MBEs, and their roles in the performance of Section 2 - Scope of Work.

E. Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide up to three examples of projects or contracts the Master Contractor 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 Master Contractor is 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.

Note - State of Maryland experience can be included as part of Section E2 above as project or contract experience. State of Maryland experience is neither required nor given more weight in proposal evaluations.

F. Proposed Facility

Identify Master Contractor's facilities, including address, from which any work will be performed.

G. State Assistance

Provide an estimate of expectation concerning participation by State personnel.

H. Confidentiality

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 1A - Completed Financial Proposal, with all rates fully burdened;
- C.** Each activity for which a price has been requested will be used for evaluation purposes to arrive at a ranking of highest to lowest.

Price proposal must be provided under separate sheet. (ATTACHMENT 1 A)

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

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 TOA award determination, the TO PGCOSE 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.

A. Proposed Services
B. Qualifications
C. Understanding the Problem
D. Financial Responsibility and Stability
E. Personnel
F. References
G. Economic Benefit to the State

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. Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.
- C. The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, technical merit will be given more weight than price.

4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

Commencement of work in response to 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)

4.5 CHANGE ORDER

As outlined in Section 1.1, 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.

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

ATTACHMENT 1A- PRICE PROPOSAL FORM

PRICE PROPOSAL FOR CATS II TORFP # N00B0400399

Identification	Deliverable	Proposed Price
2.5.2.1	Troubleshooter' Guidebook	
2.5.2.2	Weekly Status Reports, Attend scheduled and/or unscheduled meeting and/or teleconferences	
2.5.2.3	Submit Monthly Status Reports	
2.5.2.4	Operate from office space located with the Prince George's County Office of Child Support Enforcement , Temple Hills, MD	
2.5.2.5	Develop and install a Kiosk provided by Prince George's County Office of Child Support Enforcement	
2.5.2.6	Design, develop and deploy the web-based tracking system	
2.5.2.7	Create test plans and complete testing of the developed system	
2.5.2.8	Train and guide all parties on the web-based tracking and kiosk	
2.5.2.9	Submit Project Management Plan	
	Total Proposed Fixed Price	

Authorized Individual Name

Company Name

Title

Company Tax ID #

SUBMIT AS A .PDF FILE WITH THE FINANCIAL RESPONSE

ATTACHMENT 2 – TASK ORDER AGREEMENT

CATS II TORFP# N00B0400399 OF MASTER CONTRACT #060B9800035

This Task Order Agreement (“TO Agreement”) is made this day of Month, 200X by and between Task Order Contractor (TO Contractor) and the STATE OF MARYLAND, TO PGCOSE.

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 PGCOSE, as identified in the CATS II TORFP# N00B0400399 “CATS II TORFP” means the Task Order Request for Proposals # N00B0400399 , dated MONTH DAY, YEAR, including any addenda.
 - b. “Master Contract” means the CATS II Master Contract between the Maryland Department of Information Technology and TO Contractor dated _____.
 - c. “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.
 - d. “TO Agreement” means this signed TO Agreement between TO PGCOSE and TO Contractor.
 - e. “TO Contractor” means the CATS II Master Contractor awarded this TO Agreement, whose principal business address is _____.
 - f. “TO Manager” means TO Manager of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
 - g. “TO Proposal - Technical” means the TO Contractor’s technical response to the CATS II TORFP dated date of TO Proposal – Technical.
 - h. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS II TORFP dated date of TO Proposal - Financial.
 - i. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.
2. Scope of Work
 - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supercede the Master Contract.
 - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS II TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
 - a. The TO Agreement,
 - b. Exhibit A – CATS II TORFP
 - c. Exhibit B – TO Proposal-Technical
 - d. Exhibit C – TO Proposal-Financial
 - 2.3 The TO Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the TO Agreement. No other order, statement or conduct of the TO Procurement Officer or any other person shall be treated as a change or entitle the TO Contractor to an equitable adjustment under

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

3. Time for Performance

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS II TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of _____, commencing on the date of Notice to Proceed and terminating on 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 the total amount of the task order. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.
- 4.2 Payments to the TO Contractor shall be made as outlined Section 2 of the CATS II TORFP, but no later than thirty (30) days after the Agency's receipt of an invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.
- 4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is _____. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to the Agency TO Manager, Carol Martindale-Padmore.
- 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 PGCOSE

By: Nora Williams, 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)

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:

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

Provide thorough directions to the conference, including parking information.

From the North/Baltimore

1. **I-95 S** toward **WASHINGTON** - go **45.2** mi
2. Take exit **#7A/7B/SILVER HILL/WALDORF** - go **0.4** mi
3. Turn Left on **AUTH RD** - go **0.1** mi
4. Turn Right on **BRANCH AVE(MD-5 N)** - go **1.4** mi
5. Take ramp onto **ST BARNABAS RD(MD-414 S)** toward **ST. BARNABAS RD** - go **0.4** mi
6. Turn Right on **28TH AVE** - go **0.2** mi
7. Make a U-Turn at **RIVIERA ST** onto **28TH AVE**
8. Arrive at **4235 28TH AVE, TEMPLE HILLS**, on the Right

From the East/Annapolis

1. Take **US-50 W** - go **19.0** mi
2. Take exit **#7A/RICHMOND** onto **I-95 S** - go **11.5** mi
3. Take exit **#7A/7B/SILVER HILL/WALDORF** - go **0.4** mi
4. Turn Left on **AUTH RD** - go **0.1** mi
5. Turn Right on **BRANCH AVE(MD-5 N)** - go **1.4** mi
6. Take ramp onto **ST BARNABAS RD(MD-414 S)** toward **ST. BARNABAS RD** - go **0.4** mi
7. Turn Right on **28TH AVE** - go **0.2** mi
8. Make a U-Turn at **RIVIERA ST** onto **28TH AVE**
9. Arrive at **4235 28TH AVE, TEMPLE HILLS**, on the Right

From West/District of Columbia

1. Take **SUITLAND PKY SE** - go **4.6** mi
2. Take ramp toward **SILVER HILL RD SOUTH** - go **0.2** mi
3. Continue on **SILVER HILL RD(MD-458 W)** - go **0.5** mi
4. Turn Left on **ST BARNABAS RD(MD-414 S)** - go **0.6** mi
5. Turn Right on **28TH AVE** - go **0.2** mi
6. Make a U-Turn at **RIVIERA ST** onto **28TH AVE**
7. Arrive at **4235 28TH AVE, TEMPLE HILLS**, on the Right

From the South

1. Take **I-495 OUTERLOOP** - go **0.3** mi
2. Merge onto **I-95 N** - go **0.9** mi
3. Take exit **#4A/ST BARNABAS ROAD/OXON HILL** toward **RACEWAY** - go **0.3** mi
4. Turn Left on **ST BARNABAS RD(MD-414)** - go **2.5** mi
5. Turn Left on **28TH AVE** - go **0.1** mi
6. Make a U-Turn at **RIVIERA ST** onto **28TH AVE**
7. Arrive at **4235 28TH AVE, TEMPLE HILLS**, on the Right

PARKING:

Parking is not available on our immediate lot. However, we can accommodate free visitor parking in the overflow lot which is located one short block from our building on the left.

ATTACHMENT 6– NOTICE TO PROCEED

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS II Task Order Agreement # N00B0400399

Dear TO Contractor Contact:

This letter is your official Notice to Proceed as of Month Day, Year, for the above-referenced Task Order Agreement. Carol Martindale-Padmore of the PGCOSE will serve as your contact person on this Task Order. TO Manager can be reached at 301-316-4046, cpadmore@dhr.state.md.us.

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

Sincerely,

Nora Williams

Task Order Procurement Officer

Enclosures (2)

cc: Carol Martindale-Padmore

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: Section 1115 Demonstration Grant - Survive and Thrive

TO Agreement Number: # N00B0400399

Title of Deliverable: _____

TORFP Reference Section # _____

Deliverable Reference ID # _____

Name of TO Manager: Carol Martindale-Padmore

_____	_____
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: Prince George’s County Office of Child Support Enforcement (PGCOCSE)

TORFP Title: Section 1115 Demonstration Grant - Survive and Thrive

TO Manager: Carol Martindale-Padmore 301-316-4046

To:

The following deliverable, as required by TO Agreement # N00B0400399 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 # N00B0400399 for TORFP DHR/PGCOCSE/ST-10-008. 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 above, 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 Nora Williams, Procurement Officer, TO PGCOCSE on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State’s rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR’S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys’ fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.
8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

OFFEROR: _____ BY: _____
NAME: _____ TITLE: _____
ADDRESS: _____

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

ATTACHMENT 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 TO PGCOSE (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 DHR/PGCOSE/ST-10-008 TORFP #. N00B0400399dated _____, (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 PGCOSE:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SUBMIT AS REQUIRED IN SECTION 1.7 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 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	
<p>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.)</p>	
<p>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) _____</p>	
<p>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) _____</p>	
Section 2 – Task Orders with Invoices Linked to Time, Labor Rates and Materials	
<p>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) _____</p>	
<p>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) _____</p>	
<p>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) _____</p>	
Section 3 – Substitution of Personnel	

<p>A) Has there been any substitution of personnel? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, skip to Section 4.)</p>
<p>B) Did the Master Contractor request each personnel substitution in writing? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>
<p>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) _____</p>
<p>D) Was the substitute approved by the agency in writing? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>
<p>Section 4 – MBE Participation</p>
<p>A) What is the MBE goal as a percentage of the TO value? (If there is no MBE goal, skip to Section 5) _____ %</p>
<p>B) Are MBE reports D-5 and D-6 submitted monthly? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>
<p>C) What is the actual MBE percentage to date? (divide the dollar amount paid to date to the MBE by the total amount paid to date on the TO) _____ % (Example - \$3,000 was paid to date to the MBE sub-contractor; \$10,000 was paid to date on the TO; the MBE percentage is 30% (3,000 ÷ 10,000 = 0.30))</p>
<p>D) Is this consistent with the planned MBE percentage at this stage of the project? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>
<p>E) Has the Master Contractor expressed difficulty with meeting the MBE goal? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(If yes, explain the circumstances and any planned corrective actions) _____</p>
<p>Section 5 – TO Change Management</p>
<p>A) Is there a written change management procedure applicable to this TO? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>
<p>B) Does the change management procedure include the following?</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/> Sections for change description, justification, and sign-off</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/> Sections for impact on cost, scope, schedule, risk and quality (i.e., the impact of change on satisfying TO requirements)</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/> A formal group charged with reviewing / approving / declining changes (e.g., change control board, steering committee, or management team)</p>
<p>C) Have any change orders been executed? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(If yes, explain expected or actual impact on TO cost, scope, schedule, risk and quality) _____</p>

D) Is the change management procedure being followed?

Yes No (If no, explain why) _____

ATTACHMENT 12 – LIVING WAGE AFFIDAVIT OF AGREEMENT

Contract No. _____

Name of Contractor _____

Address _____

City _____ State _____ Zip Code _____

If the Contract is Exempt from the Living Wage Law

The Undersigned, being an authorized representative of the above named Contractor, hereby affirms that the Contract is exempt from Maryland's Living Wage Law for the following reasons: (check all that apply)

- Bidder/Offeror is a nonprofit organization
- Bidder/Offeror is a public service company
- Bidder/Offeror employs 10 or fewer employees and the proposed contract value is less than \$500,000
- Bidder/Offeror employs more than 10 employees and the proposed contract value is less than \$100,000

If the Contract is a Living Wage Contract

A. The Undersigned, being an authorized representative of the above named Contractor, hereby affirms our commitment to comply with Title 18, State Finance and Procurement Article, Annotated Code of Maryland and, if required, to submit all payroll reports to the Commissioner of Labor and Industry with regard to the above stated contract. The Bidder/Offeror agrees to pay covered employees who are subject to living wage at least the living wage rate in effect at the time service is provided for hours spent on State contract activities, and to ensure that its Subcontractors who are not exempt also pay the required living wage rate to their covered employees who are subject to the living wage for hours spent on a State contract for services. The Contractor agrees to comply with, and ensure its Subcontractors comply with, the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate established by the Commissioner of Labor and Industry, automatically upon the effective date of the revised wage rate.

B. _____ (initial here if applicable) The Bidder/Offeror affirms it has no covered employees for the following reasons (check all that apply):

- All employee(s) proposed to work on the State contract will spend less than one-half of the employee's time during every work week on the State contract;
- All employee(s) proposed to work on the State contract will be 17 years of age or younger during the duration of the State contract; or
- All employee(s) proposed to work on the State contract will work less than 13 consecutive weeks on the State contract.

The Commissioner of Labor and Industry reserves the right to request payroll records and other data that the Commissioner deems sufficient to confirm these affirmations at any time.

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____ Title: _____

Witness Name (Typed or Printed): _____

Witness Signature & Date: _____

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

ⁱ Auctor Corporation Indianapolis, IN 46240