



CONSULTING AND TECHNICAL SERVICES II (CATS II)

TASK ORDER REQUEST FOR PROPOSALS (TORFP)

TECHNICAL OPERATIONS SUPPORT SERVICES

CATS II TORFP #OTHS/OTHS-11-002-S

PURCHASE ORDER #N00B9200643

DEPARTMENT OF HUMAN RESOURCES

ISSUE DATE: JANUARY 20, 2011

TABLE OF CONTENTS

SECTION 1 - ADMINISTRATIVE INFORMATION	5
1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT	5
1.2 TO AGREEMENT	5
1.3 TO PROPOSAL SUBMISSIONS	5
1.4 ORAL PRESENTATIONS/INTERVIEWS	5
1.5 MINORITY BUSINESS ENTERPRISE (MBE)	5
1.6 CONFLICT OF INTEREST	5
1.7 NON-DISCLOSURE AGREEMENT	6
1.8 LIMITATION OF LIABILITY CEILING AND LIQUIDATED DAMAGES	6
1.9 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES	8
1.10 DOCUMENT OWNERSHIP	8
1.11 RIGHTS TO RECORDS	8
SECTION 2 - SCOPE OF WORK	13
2.1 PURPOSE	13
2.2 REQUESTING AGENCY BACKGROUND	13
2.4 REQUIREMENTS	15
2.5 DELIVERABLES	44
2.5.1 DELIVERABLE SUBMISSION PROCESS	44
2.5.2 DELIVERABLES	45
2.6 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES	45
2.7 CONTRACTOR PERSONNEL EXPERTISE REQUIRED	45
2.8 CONTRACTOR MINIMUM QUALIFICATIONS	47
2.9 INVOICING	50
2.10 INVOICE SUBMISSION PROCEDURE	50
2.11 MBE PARTICIPATION REPORTS	51
SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS	52
3.1 REQUIRED RESPONSE	52
3.2 FORMAT	52
3.2.1 TECHNICAL PROPOSAL	52
3.2.2 FINANCIAL RESPONSE	54
SECTION 4 – TASK ORDER AWARD PROCESS	55
4.0 OVERVIEW	55
ATTACHMENT 1 –PRICE PROPOSAL	56
ATTACHMENT 1A –PRICE PROPOSAL	58
ATTACHMENT 1B –PRICE PROPOSAL	60
ATTACHMENT 1C – PRICE PROPOSAL	62
ATTACHMENT 1D –PRICE PROPOSAL	64
ATTACHMENT 2 MINORITY BUSINESS ENTERPRISE FORMS	65
ATTACHMENT 3 – TASK ORDER AGREEMENT	74
ATTACHMENT 4 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE	77
ATTACHMENT 5 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY	78
ATTACHMENT 6 – DIRECTIONS	80
ATTACHMENT 7 – NOTICE TO PROCEED	81

ATTACHMENT 8 – AGENCY RECEIPT OF DELIVERABLE FORM.....82
ATTACHMENT 9 – AGENCY ACCEPTANCE OF DELIVERABLE FORM.....83
ATTACHMENT 10 – NON-DISCLOSURE AGREEMENT (OFFEROR).....84
ATTACHMENT 11 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR).....86
ATTACHMENT 12 – TO CONTRACTOR SELF-REPORTING CHECKLIST.....89
EXHIBIT A92

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:	Technical Operations Support Services
Functional Area:	6
TORFP Issue Date:	January 20, 2011
Closing Date and Time:	March 1, 2011 at 2:00 PM
TORFP Issuing Agency:	Department of Human Resources, Office of Technology for Human Services.
Send Questions and Proposals to:	Shawn Parker Sparker3@dhr.state.md.us
TO Procurement Officer:	Shawn Parker Office Phone Number: (410) 767-9683 Office FAX Number: (410) 333-0433
TO Manager:	Kenyatta Powers Office Phone Number: (410) 238-3559 Office FAX Number: (410) 238-1260
TO Project Number:	Purchase Order Number (PO N00B9200643)
TO Type:	Fixed Price
Period of Performance:	One year, (2) One year renewal options and Five months not to exceed May 31, 2014
MBE Goal:	35 percent
Small Business Reserve (SBR):	No
Primary Place of Performance:	Department of Human Resources Office of Technology for Humans Services 311W Saratoga, Baltimore, MD 21201 Various locations throughout the State
TO Pre-proposal Conference:	Saratoga State Center 311 W. Saratoga Street Conference Room 104 Baltimore, MD 21201 January 31, 2011 at 10:00 AM (See Attachment 6 for directions).

SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement. See Section 2.8 for information on change orders.

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

1.2 TO AGREEMENT

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

1.3 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the stated date and exact time. The time will be local time as determined by DHR's email system time stamp. The TO Proposal is to be submitted via email as two attachments in MS Word format. The "subject" line in the email submission shall state the TORFP # P.O,# N00B9200643 The first file will be the TO Proposal technical response to this TORFP and must be titled, "CATS II TORFP #PO N00B9200643 Technical". The second file will must be the financial response to this CATS II TORFP and must be titled, "CATS II TORFP #PO N00B9200643 Financial". The following proposal documents must be submitted with required signatures as .PDF files with signatures clearly visible:

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

1.4 ORAL PRESENTATIONS/INTERVIEWS

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

1.5 MINORITY BUSINESS ENTERPRISE (MBE)

A Master Contractor that responds to this TORFP shall complete, sign, and submit all required MBE documentation (Attachment 2 - Forms D-1 and D-2) at the time it submits its TO Proposal. **If the Master Contractor fails to complete, sign, and submit all required MBE documentation at the time it submits its TO Proposal the State will reject the Master Contractor's TO Proposal.**

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

Master Contractors 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. The TO Contractor shall be precluded both as the prime and as a subcontractor.

1.7 NON-DISCLOSURE AGREEMENT

Certain documentation may be required of the TO Contractor awarded the TO Agreement in order to fulfill the requirements of the TO Agreement. For example, the TO Contractor, and its employees and agents who review such documents must sign a Non-Disclosure Agreement (TO Contractor) in the form of Attachment 11.

1.8 LIMITATION OF LIABILITY CEILING AND LIQUIDATED DAMAGES

Pursuant to Section 27 (C) of the CATS II Master Contract, the limitation of liability per claim under this TORFP shall not exceed two (2) times the TO Agreement amount established.

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, DHR will sustain deliverable and due dates damage. 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 outlined 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 majeure 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 20% of the total charges invoiced in an average monthly period. Amounts due to the State as liquidated damages will be deducted by the State from any money payable to the TO Contractor pursuant to the TO Agreement.

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 bears 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 to cure the failure set forth therein. 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 a proposed plan to cure the failure (or to review the performance itself). Such review shall be done within a reasonable time period, in no event to exceed ten (10) business 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 \$2,500.00 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 terminate the TO Agreement for default.

1.8.4 Liquidated Damages – Transition In and Transition Out Timelines

Transition In Performance Standard. The TO Contractor is responsible for ensuring that the services under the TO Agreement **are** not jeopardized by delays in the transition schedule, as agreed and stated in the TO Agreement and defined in the final Transition In Plan approved by the DHR Project Manager.

Liquidated Damages. If the TO Contractor fails to complete the required transition in tasks and subtasks within the transition period, liquidated damages of \$1,000.00 per calendar day for the first 20 days, and thereafter \$2,500.00 per calendar day up to an additional 60 days, shall be assessed for every calendar day, or fraction of a day, that the schedule is delayed, from the date of written notification by the DHR Project Manager to the TO Contractor of such delay.

Transition Out Performance Standard. The TO Contractor is responsible for ensuring that the services provided to DHR are not jeopardized by delays in the transition out schedule, as agreed and defined in the final Transition In Plan of the incoming successor contractor that has been approved by DHR. The TO Contractor will participate in all meetings, produce all documentation within three (3) business days of request, and complete all assigned tasks in accordance with the Transition In Plan approved by the DHR Project Manager.

Liquidated Damages. If the TO Contractor fails to complete the required transition out tasks and subtasks in accordance with the defined due dates, liquidated damages of \$2,500.00 per calendar day shall be paid by the TO Contractor to DHR for every calendar day, or fraction of a day, that the schedule is delayed, from the date of written notification by the DHR Project Manager to the TO Contractor that the schedule is late.

1.8.5 Liquidated Damages – Key Personnel

In the event that the TO Contractor diverts or replaces Key Personnel without DHR's prior written approval, the TO Contractor is subject to liquidated damages in the amount of \$2,500 per business day for diversion of the Contractor's Project Manager (CPM) and \$1,000 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 diversion or 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 diversion of such personnel results from the following, provided that the TO Contractor provides written notification to DHR's Project Manager within five (5) business days of such removal or diversion 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 diversion 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 (TOs). This process will 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 12 is a sample of the TO Contractor Self-Reporting Checklist. DoIT will send initial checklists out to applicable TO Contractors approximately three (3) 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 (6) month intervals beginning on 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, work papers, studies, computations and data, tests, maps, design, and graphics prepared by the TO Contractor for purposes of the TO Agreement 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 the TO Agreement

To the extent that the TO 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 materials, reports and/or data 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 workpapers and administrative records and shall be entitled to use such documents for internal purposes only.

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 TO Agreement 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 TO Agreement 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 works 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 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 hereunder by the State of Maryland if applicable, or any applicable statute of limitations, whichever is longer (the "Retention Period"), 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 the TO Agreement 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, and other confidential information belonging to the State but in its possession from loss, destruction, unauthorized disclosure or erasure during the course of the TO Agreement 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, Work Papers, 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 the TO Agreement. The term "TO Contractor IP" shall mean any intellectual property owned or licensed by the TO Contractor other than the deliverables.

TO Contractor hereby grants to the State 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 TO 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 TO Agreement.

If the TO Contractor furnishes any design, device, material, process, deliverable or other item, which embodies or contains patent or copyright rights 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 contemplated by the TO Agreement.

The TO Contractor shall defend or settle, at its own expense, any claim or suit against the State alleging that any deliverable or TO Contractor IP infringes any patent, trademark, copyright, or trade secret. If a third party claims that any deliverable or TO Contractor IP infringes that party's patent, trademark or copyright, or misappropriates its trade secrets, 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 deliverable or TO Contractor IP 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 deliverable or TO Contractor IP; b) replace the deliverable or TO Contractor IP with a non-infringing product substantially complying with the deliverable's specifications; c) modify the deliverable or TO Contractor IP so that it

becomes non-infringing and performs in a substantially similar manner to the original deliverable or TO Contractor IP; 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.

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. The TO Contractor and subcontractor(s) shall make available data, information, and reports to DHR within 30 days following the expiration or termination of the TO Agreement or upon 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 this Section or of the data disclosure and confidentiality laws and policies could result in contract termination and impact future awards as well as may have 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 written or oral information, produced by TO Contractor, or obtained by or disclosed to DHR in the course of TO Contractor's providing the services contemplated by the TO Agreement ("Proprietary Information") shall be forever given confidential treatment by the TO Contractor, and shall not be made public by 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; or (3) is developed by the TO Contractor independently of any disclosures of information to it by DHR and independently of its performance of services under the TO Agreement.

- 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 Section 1.11.4 (Nondisclosure of Proprietary Information) 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 the TO Agreement. 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.
- 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, and shall ensure that its subcontractor(s) cooperate, with all reviews and supply copies of any requested materials.

TO Contractor hereby grants to the U.S. Department of Health and Human Services and the State of Maryland a 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 associated source and object code, instructions, files, and documentation) constituting a deliverable under the TO Agreement, or otherwise required in order for the State to enjoy the benefits of TO Contractor's performance thereunder. TO Contractor agrees that any such application software, code, files, databases or other components of the software developed or modified for the State under the TO Agreement shall constitute "works made for hire" as contemplated by Section 1.11.2 hereof and, further that it shall retain no, and claim no, proprietary rights to any such software, files, databases, or other components. 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.

TO Contractor agrees that it shall incorporate the provisions of this section in any subcontract that it enters into relating to the subject matter of this article.

SECTION 2 - SCOPE OF WORK

2.1 PURPOSE

The Office of Technology for Human Services (OTHS), under the direction of the Chief Information Officer (CIO), is responsible for the overall management and direction of the Department of Human Resources' information systems and information technology (IT) infrastructure. This includes computer applications and systems, information systems hosting, computer and communication equipment, computer peripheral equipment, telephone systems and equipment, ancillary facility and support equipment, and consumables and supplies. The scope encompasses DHR locations in every jurisdiction, statewide.

The Department is working to provide enhanced services, secure the Department's computing environment, and improve worker's efficiency. In order to complete planned improvements, the Department requires specific support for projects and initiatives within the technical support operations domain, as well as support with its day-to-day operations.

The TO Contractor will work with OTHS personnel and various other contractors to collectively meet and support the needs of DHR. The Department understands that in some instances, enhanced coordination among all parties will be necessary to effectively support OTHS application's operations. This coordination will be directed by the TO Manager and facilitated by all parties.

In addition DHR is issuing this TORFP to obtain qualified personnel to assist in the Enterprise Address Redesign and Technology Integration III (EARTI III) project. This project is a continuation of DHR's efforts to upgrade and improve its network infrastructure. The tasks included in this project will enhance the current level/degree of network security, improve the network's efficiency and level of performance through increased speed, improve application response time, and move the Department to a more reliable and cost efficient network backbone.

2.2 REQUESTING AGENCY BACKGROUND

DHR was established to administer the State's public assistance, social services, child support enforcement, and community based programs. DHR has a critical mission: it works to safeguard and provide services to some of Maryland's most vulnerable citizens. DHR touches the lives of thousands of children and families every year, working hard to ensure that nearly 760,000 of Maryland's most disadvantaged residents receive the services they are eligible for and protection from abuse and neglect.

Within the Department there are three (3) program administrations: the Family Investment Administration (FIA), the Child Support Enforcement Administration (CSEA), and the Social Services Administration (SSA). These three (3) program administrations administer the health and human services programs offered by the Department.

The Office of Technology for Human Services (OTHS) is the enterprise-wide Information Technology (IT) administration that manages all IT services and strategy across DHR including the three (3) program administrations as well as various administrations that support the day-to-day operations of the Department, and local departments of social services.

More than 6,600 employees rely on OTHS to develop, enhance, and maintain mission-critical systems that support the delivery of social services, track activities, and manage outcomes. OTHS maintains and enhances approximately 49 mainframe, non-mainframe, client server, and web-based applications supporting the health and human service programs administered and managed by DHR in 160 locations across the state. OTHS oversees the Department's IT infrastructure. This includes personal computers,

hardware and software, office applications and network upgrades, Internet and Intranet, and telephone systems and equipment.

OTHS in concert with its business partners and stakeholders established a Mission and Vision that supports the Department's objectives and priorities. The Mission and Vision statements closely align OTHS with the Department's vision and focus on the delivery of technology services with professionalism and commitment to the customer's experience:

- **Mission**: OTHS will enable DHR to provide excellent customer service to the citizens of Maryland through innovative and efficient use of technology
- **Vision**: We envision an OTHS in which operational excellence has been achieved and maintained, we exhibit a consultancy mindset and serve as a trusted business partner to each Program to provide innovative technical solutions in an efficient and timely manner.

Within OTHS, three (3) divisions provide the various functions of the office, and support its Mission and Vision:

- Enterprise IT Policy and Planning and IT Procurement – The IT Policy and Planning division develops OTHS' IT Master plan and sets the strategic direction of OTHS, ensuring compliance with the Department's overall goals and mission. This division supports OTHS customers by planning and managing OTHS' inventory of IT projects, ensuring compliance with statewide policies and strategic plans, monitoring OTHS' strategic information asset base, managing the relationship with federal partners, and ensuring the efficient and effective use of IT contracts. Included in Enterprise IT Policy Planning and IT Procurement is the DHR Enterprise Project Management Office (EPMO) which provides project management oversight, governance, and quality assurance to DHR technology initiatives.
- Systems Management/Technical Services – Systems Management supports OTHS customers by developing and maintaining OTHS' IT hardware, network, infrastructure and security. This division is also responsible for ensuring proper virus/malware prevention is applied, and proper capacity management is performed, as well as for the general management and oversight of storage, security and network.
- Systems Development – The Systems Development Division (SDD) supports the OTHS program and administrative support administration's business needs and the customers they serve through software application development, implementation, operations and maintenance of the Department's IT systems.

2.3 ROLES AND RESPONSIBILITIES

- 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 to 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, for setting the technical direction for DHR and for the TO Agreement, and for final approval and authority of activities and deliverables produced as part of the TO Agreement.

- B. TO Project Manager – The appointed TO Project Manager is responsible for the day-to-day operations of the TO Agreement and for monitoring all deliverable sign-offs, reports, scheduling and other documents to ensure that the TO Contractor is meeting the terms of the TO Agreement.
- C. TO 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 TO Contractor of its obligations under the TO Agreement. Nothing contained in the TO Agreement shall create any contractual relationship between a subcontractor or a contractor and the Department.

The TO Contractor agrees to bind every subcontractor and contractor by the terms and conditions of the TO 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

The following are detailed requirements for this task order (TO):

- A. Service Guarantee: The TO Contractor shall perform all work in accordance with current professional standards and best practices and in accordance with the policies, guidelines, practices and schedule approved by DHR.
- B. Right-to-Replace or Reject Contractor Personnel: DHR/OTHS reserves the right to replace or reject contractor personnel who are viewed as unqualified or unprofessional in their duties and/or conduct at a DHR/OTHS facility. TO Contractor shall replace contractor personnel at DHR's request with equally or better qualified resources subject to the approval of DHR.
- C. Hours of Operation: The TO Contractor shall be expected to work a schedule determined jointly by the TO Project Manager and the TO Manager to cover the business hours of 6:00 a.m. to 6:00 p.m., EST. However, the TO Contractor will be expected to work evenings, Holidays and weekends as the work dictates to accommodate emergencies, scheduled maintenances and implementation activities.
- D. Work Location – While the majority of work will be in the Baltimore Metro offices, the TO Contractor will be expected to assist DHR with activities in locations across the state. Occasional overnight trips may be required. Separate expenses will not be paid, and the TO Contractors' rates should be fully burdened. DHR estimates no more than ten (10) overnight trips will be required annually; however, this is an estimate and the actual number of overnight trips will be predicated on the work that needs to be accomplished.

2.4.1 PROJECT MANAGEMENT

The TO Contractor shall respond to this RFP with clear approaches to:

- A. Providing a comprehensive project work plan within 30 calendar days of the receipt of the notice to proceed. The project work plan will, at a minimum, include fields to track the task, resource, planned start date, revised start date, actual start date, planned end date, revised end date, actual end date, percent complete, and task dependencies. The project work plan should include all major tasks that will be required to complete the project. The project work plan should be developed using MS Project 2000 or a version that is compatible with DHR's internal use project work plan application software. DHR will review and approve the project work plan. The TO Contractor will update its project work plan on a weekly basis. A copy of the updated project work plan will be provided to DHR at a weekly status meeting and with the TO Contractor's monthly report. TO Contractor shall work in a manner sufficient to enable it to respond to DHR critical inquiries and requests within four (4) hours, including weekends and holidays, for requests received before 10 p.m. and after 6:00 a.m., EST. Requests received overnight must be answered by 10AM the following morning.
- B. Delivering an initial Staffing Plan with their response to this TORFP. The Staffing Plan must include an organization chart showing how the TO Contractor proposes to staff the project. The Staffing Plan must name key TO Contractor personnel and clearly describe all resource requirements (all personnel including, but not limited to, title, function, etc.) and roles, and responsibilities. The TO Contractor shall deliver a final Staffing Plan within 30 calendar days from the notice to proceed. Review and updates to this plan are expected when there is a significant change in staffing or every six (6) months, whichever comes first.
- C. Holding weekly status meetings with DHR and providing a brief written status update including at a minimum, activities completed, upcoming activities, issues, and risks to the project management office on a weekly basis. DHR and the TO Contractor will determine the recurring day and time for this meeting. Weekly status meetings must begin within 30 days of the notice to proceed.
- D. Within 45 days from Notice to Proceed, submitting a thorough and complete Risk Management plan. The Plan shall include the TO Contractor's approach to managing risk as well as describe the TO Contractor's understanding of risk management.
- E. Working with the state-appointed Change Control Board (CCB) to define procedures for the collection, management, and prioritization of information system requests. Requested enhancements shall also be reviewed by the CCB for policy/procedure compliance, cost/benefit analysis, and enhancement feasibility. The CCB shall require an impact statement from the TO Contractor before reaching a decision to authorize or disapprove the request(s).

The CCB will review, approve and document all changes. While the TO Contractor will participate in these meetings, the TO Contractor will not be a voting member. Approval of any items which may affect the terms and conditions of the contract must be submitted to the Procurement Officer for review, approval and processing as necessary. All requests shall originate with and be approved by this board. Changes governed by the CCB may include, but not be limited to, changes in the:

1. Project Plan;
2. Business Needs;

3. Software Specifications;
 4. Hardware Specifications; or
 5. Development of Contract Modifications (if necessary).
- F. Where applicable, effectively organizing and managing the individuals proposed on the project. This involves utilization and integration of both TO Contractor and DHR staff. As dictated by work assignments, the TO Contractor shall be responsible for developing work plans, statements of work, project management plans, charters, and task lists that clearly delineate DHR responsibilities (if any) as well as TO Contractor responsibilities and timelines. Such items as staff training and knowledge transfer must be addressed throughout the Contract period.
- G. Performing other management duties as assigned.
- H. Providing training and knowledge transfer of its staff or subcontractors as a result of turnover that may occur during the contract period to assure continuity of service to DHR.
- I. Maintaining a complete project library. At a minimum the library will contain copies of the TORFP, TO Contractor proposal, contract, and all final deliverables. This library will be delivered to DHR upon conclusion of the TO Agreement.
- J. Producing a Transition Out Plan that outlines the transition of the powers, duties, and functions of tasks and tools to OTHS or another vendor within 180 calendar days of the notice to proceed. The TO Contractor shall develop an outline of the proposed content of the Transition Plan for DHR review and comment. The Transition Plan will be issued in draft form for review. The final Transition Plan will be issued within five (5) business days of the receipt of DHR comments. The Transition Plan will be updated within 180 calendar days of the notice to proceed for any option years that DHR chooses to exercise.
- K. Working such that the TO Project Manager manages the contractor team to make certain that contract staff will work onsite and will be available to DHR Senior Leadership during the project's normal working day (6:00 a.m. to 6:00 p.m., EST, Monday through Friday). The TO Project Manager shall also manage the contractor team such that staff is available to work on holidays, evenings, and weekends as directed and required by DHR.
- L. Working with internal and, if required, external parties to organize the various components necessary to initiate, run, and conclude major initiatives. This includes coordinating schedules as well as activities, and tracking the progress and results throughout the entire life-cycle of the project.
- M. Working with TO Manager to identify ways in which there may be duplicate efforts on similar projects to avoid waste and redundancy as well as to ensure that resources are utilized appropriately.
- N. Adhering to department and agency rules, regulations, procedures, and policies.
- O. Managing documentation:
1. Preparing and maintaining documentation pertaining to the DHR network, security, and systems operations.
 2. Drafting and finalizing technical documentation to accompany all system changes, improvements, modifications and enhancements, as directed by the TO Manager.

3. Assisting with the creation, editing and reviewing of technical policies, procedures, and diagrams.
 4. Gathering, analyzing, and composing technical information as directed.
 5. Assuring that applicable and appropriate technical terms are being used within the documentation.
 6. Translating technical information into clear and readable documents that can be understood by both technical and non-technical personnel.
- P. Attending meetings and documenting meeting minutes, action items, risks and issues, publishing documentation to a shared directory or other common location within two (2) business days of the meeting date.
- Q. Conducting research and analysis to gather historical technical documentation and update the Department's technical library, as directed by the TO Manager.
- R. Assuring the TO Contractor staff cultivate positive working collaborations with staff across DHR as well as DHR's other contractual staff.
- S. Compiling information necessary to update DHR Continuity of Operations Plan (COOP) and serving as the principal administer of the document.
- T. Positively representing the Department to the user community and establishing and maintaining a professional, courteous and cooperative rapport with counties and users wherever applicable.
- U. Promptly documenting reported problems upon receipt, and monitor, control, communicate, and report on each problem until it is resolved and/or completely corrected. This includes updating Remedy Work Orders.
- V. Providing access to research (Gartner, Forrester, etc.) and reach-back technical capabilities when needed for products and services such as those offered by Microsoft, Symantec, Novell, and ZenWorks.
- W. During the term of the contract, the TO Contractor shall provide the following reports. DHR and the TO Contractor shall jointly determine recipients, frequency, and format of all reports following Notice to Proceed. The TO Contractor shall be welcome to recommend additional reports, as well; this list of reports is the minimum required under the contract.
1. The TO Contractor shall provide weekly status reports in the format dictated by the DHR project manager.
 2. The TO Contractor shall provide a quarterly report on the effectiveness This report shall also include suggestions for continuous improvement and information on emerging best practices in project management, technology, or processes.
 3. The TO Contractor shall provide periodic and as-needed reports on project issues, action items, risks, and scope change requests.
 4. The TO Contractor shall conduct itself such that an alert status report can be rapidly developed within four (4) hours of request on any task, and at any time, at DHR's request.
 5. The TO Contractor shall respond to DHR's request for ad hoc or off-cycle reports to meet emergent business needs or address areas of concern. These reports shall

be prepared within eight (8) hours of request and be provided via email to the appropriate members of DHR leadership.

6. At the direction of DHR, the TO Contractor shall assist the Project Management Team in preparing any required reports to the Secretary, Department of Budget Management and/or to the Maryland State Legislature.
- X. The TO Contractor shall provide a monthly progress report submitted by the 15th calendar day following the close of the period. If the 15th day falls on a weekend or holiday the report must be delivered the last work day before the 15th day of the month. At a minimum, the monthly progress report shall contain:
1. Agency name;
 2. Contract number;
 3. Functional area name and number;
 4. Work accomplished during the month;
 5. Deliverable progress, as a percentage of completion;
 6. Problem areas, including scope creep or deviation from the work plan;
 7. Planned activities for the next reporting period;
 8. Gantt chart updated from the original to show actual progress; as applicable, explanations for variances and plan for completion on schedule; and
 9. An accounting report for the current reporting period and a cumulative summary of the totals for both the current and the previous reporting periods. The accounting report shall include amounts invoiced-to-date and paid-to-date.

2.4.2 TECHNICAL OPERATIONS SUPPORT

The TO Contractor shall provide the following services, duties, and responsibilities:

- A. To support technical operations improvement, the TO Contractor shall provide three (3) **Middle Tier Network Administrators** for DHR/OTHS LAN Unit. The TO Contractor shall support the Department with providing proper installation, integration, and maintenance of the desktop environment to support Departmental goals. The TO Contractor shall support the Department in performing a variety of network management functions in support of Active Directory operations, performance and availability of data communications networks. The TO Contractor shall provide thorough analysis, timely resolution, and follow-up to problem issues, assigned tasks, and requests for project related technical specifications to support continued business computing operations and Active Directory.

The TO Contractor shall:

1. Provide Desktop Support and Junior Level Network Administration for DHR/OTHS LAN Unit.
2. Perform the installation and upgrading of end-user software.
3. Perform the configuring of networked PCs and upgrading of hardware including hard drives, memory, etc.
4. Perform troubleshooting of hardware and software issues.
5. Act as a liaison between the end-user and other support personnel as needed.

6. Complete directory maintenance to include changing user passwords and creating/deleting user accounts.
7. Access, organize, inventory, install, and relocate DHR Equipment as required.
8. Answer, respond to, and resolve work orders and work requests via the Remedy Call Tracking system from statewide users who operate DHR's computer hardware and applications as assigned by DHR.
9. Promptly document reported problems upon receipt, and monitor, control, communicate, and report on each problem until it is resolved and/or completely corrected.
10. Deploy software using group policies (Group policy administration software deploys, security, services etc).
11. Assist with the building of desktop and laptop images which includes automated software installs, hardware selection, configuration, and integration testing.
12. Ensure that IT projects are delivered on time and meet business expectations.
13. Promptly document reported problems upon receipt, and monitor, control, communicate, and report on each problem until it is resolved and/or completely corrected. This includes updating Remedy Work Orders.
14. Proactively attempt to correct all problems. A problem will not be considered to be corrected until the TO Contractor receives validation from the TO Manager that the issue is resolved to DHR's satisfaction (confirmation from the individual that first reported the problem or an appropriate designee).
15. Provide application support for the Remedy Software to fix issues and install upgrades to new versions.
16. Go to the site locations of the various DHR local offices, statewide, to assist in resolving application issues as instructed by DHR.
17. Participate in the establishment, promotion and maintenance of working relationships with DHR field personnel, their associated resources and business practices.
18. Work closely with DHR users and provide feedback to the users to ensure information and process consistencies.
19. Be physically able to lift a minimum of 50 lbs. Perform other duties as assigned.

Qualifications:

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline

General Experience: Five years experience in a computer-related field.

Specialized Experience: Three years experience in one or more of the following areas: trouble ticket management, service order entry, data communications hardware or software analysis, network administration or management,

- B. To support technical operations improvement, the TO Contractor shall provide three (3) **Desktop Support and Network Administration** for the **DHR/OTHS BC-IT Division in**

BCDSS. The TO Contractor shall support the Department with providing proper installation, integration, and maintenance of the desktop environment to support Departmental goals. The TO Contractor shall support the Department in performing a variety of network management functions in support of Active Directory operations, performance and availability of data communications networks. The TO Contractor shall provide thorough analysis, timely resolution, and follow-up to problem issues, assigned tasks, and requests for project related technical specifications to support continued business computing operations and Active Directory.

The TO Contractor shall:

1. Provide Desktop Support and Junior Level Network Administration for **DHR/OTHS BC-IT Division in BCDSS.**
2. Perform the installation and upgrading of end-user software.
3. Perform the configuring of networked PCs and upgrading of hardware including hard drives, memory, etc.
4. Perform troubleshooting of hardware and software issues.
5. Act as a liaison between the end-user and other support personnel as needed.
6. Complete directory maintenance to include changing user passwords and creating/deleting user accounts.
7. Access, organize, inventory, install, and relocate DHR Equipment as required.
8. Answer, respond to, and resolve help desk calls from **BCDSS users who operate DHR's computer hardware and applications as assigned by DHR. Some help desk calls may not be limited to BCDSS in which statewide assistance may be required for some projects and tasks as needed.**
9. Deploy software using group policies (Group policy administration software deploys, security, services etc).
10. Ensure that IT projects are delivered on time and meets business expectations.
11. Promptly document reported problems upon receipt, and monitor, control, communicate, and report on each problem until it is resolved and/or completely corrected. This includes updating Remedy Work Orders.
12. Proactively attempt to correct all problems. A problem will not be considered to be corrected until the TO Contractor receives validation from the TO Manager that the issue is resolved to DHR's satisfaction (confirmation from the individual that first reported the problem or an appropriate designee).
13. Provide application support for the Remedy Software to fix issues and install upgrades to new versions.
14. Go to the site locations of the various **BCDSS local offices, (as well as various DHR statewide offices as needed),** to assist in resolving application issues as instructed by DHR.
15. Participate in the establishment, promotion and maintenance of working relationships with DHR field personnel, their associated resources and business practices.

16. Work closely with DHR users and provide feedback to the users to ensure information and process consistencies.
17. Be physically able to lift a minimum of 50 lbs.
18. Perform other duties as assigned.

Qualifications:

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline

General Experience: Four years experience in a computer-related field.

Specialized Experience: One year of experience in one or more of the following areas: data communications engineering, data communications hardware or software analysis, network administration or management, data communications equipment installation and maintenance, or computer systems administration and management.

C. To support technical operations improvement, the TO Contractor shall provide a **GroupWise Administrator** to provide the technical support of GroupWise email functionality and software in order to maintain continued business computing operations. The GroupWise Administrator will provide proper installation, integration, and maintenance of the environment to support DHR. The GroupWise Administrator will also provide thorough analysis, timely resolution, and follow-up to problem issues, assigned tasks, and requests for project related technical specifications to support continued business computing operations.

The TO Contractor shall:

1. Provide GroupWise System Administration to all DHR environments.
2. Install, administer, and maintain the DHR enterprise level GroupWise system.
3. Be responsible for the planning, processing, and documenting of scheduled GroupWise System Maintenance (Domain, Post Office, and User).
4. Be responsible for User Account Creation, Modification, Maintenance and Inventory.
5. Assist with configuring GroupWise Services for BlackBerry Devices, including but not limited to: BlackBerry Enterprise Server Services, devices, and desktop configurations.
6. Support the Department in management of email functions.
7. Establish mailboxes and monitor mail performance on the network.
8. Act as liaison between the end-user and higher level support personnel.
9. Document tasks, procedures, environments and create run books for setting up and maintaining systems.
10. Ensure IT projects are delivered on time and meets business expectations.
11. Promptly document reported problems upon receipt, and monitor, control, communicate, and report on each problem until it is resolved and/or completely corrected. A problem will not be considered to be corrected until the TO Contractor receives validation from the TO Manager that the issue is resolved to DHR's

satisfaction (confirmation from the individual that first reported the problem or an appropriate designee). This includes updating Remedy Work Orders.

12. Be physically able to lift a minimum of 50 lbs.
13. Go to the site locations of the various DHR local offices, statewide, to assist in resolving application issues as instructed by DHR.
14. Perform other duties as assigned.

Qualifications:

Education: Bachelors Degree in Computer Engineering or related discipline is required

General Experience:

- 5 or more years related experience.
- Knowledge and experience with Novell Netware, Open Enterprise Server, GroupWise.
- Hands-on experience in working with **GroupWise** systems (7.x or 8.x), OES2 on SUSE LINUX (10.x or later) as a primary responsibility is desired.
- Knowledge and experienced with Linux (SLES) is desired.
- Knowledge and experience with E-directory, DIRXML and Identity Management is desired.
- A Novell CNE/ECNE/CLE certification is desired
- Knowledge of LDAP and Active Directory is desired.
- Knowledge in multiple networking protocols including TCP/IP, IPX/SPX, SLP, NTP, and other protocols utilized in operating an enterprise network.
- Good interpersonal, written and verbal communication skills are important.
- Expert knowledge of building and supporting current Novell-based IT Infrastructure and servers including print servers, directory servers, file servers, E-mail servers and associated networking services such as DHCP and DNS.
- Experience in providing Helpdesk support to end users and knowledge of Helpdesk process, systems and documentation in a team environment.
- Experience of using and managing SAN based storage and data backup systems
- Accomplish both major and minor hardware modifications with these and other vendors' products, including customizing configurations with additional software as needed to meet business requirements, including system utilities, security software, and specialized application software. Should be able to work with systems administrators in peer organizations, internal or consultant application development teams, and DBAs to support new hardware/software or security requirements for production, application development and QA systems. Maintain and deploy enterprise applications in production environment after deployment

Specialized Experience:

- Must have handled primary hands-on responsibility and a demonstrated and thorough knowledge of the following: Enterprise Email systems (**GroupWise** 7.x or higher) and its necessary components, i.e. Email gateway servers, virus and spam filtering

appliances, web gateways and other add-on email services and technologies including Email system backups and restore.

D. To support technical operations improvement, the TO Contractor shall provide a **Data Center Operations Manager** to support the management of a broad range of technical areas including servers, data center infrastructure cabling systems, and data retention software policy, procedure, best practices, and maintenance. The Data Center Operations Manager shall have a strong technical understanding of operations and the complexities of data center management, multi-platform operations (Microsoft, Novell, Linux), and infrastructure. The Data Center Operations Manager will be responsible for the design, development, implementation, and optimization of the enterprise **storage** systems (SAN). The incumbent must be familiar with a variety of the field's concepts, practices, and procedures. The Data Center Operations Manager will work closely with multiple technical teams responsible for coordinating hardware deployments, software upgrades, and new infrastructure, assuring that any modifications maintain existing service level expectations and network availability.

The TO Contractor shall:

1. Provide support to the management of the overall day to day operations of the Department's data centers at Saratoga State Center and Essex Maryland, and possibly other, alternate facilities as DHR evolves its technology. The TO Contractor shall work with the Department to assure proper monitoring and alarming of all critical data center operations.
2. Possess and maintain strong knowledge of all aspects of SAN technology, (i.e., Fiber Channel, iSCSI, **storage** allocation, **storage** virtualization and optimization, RAID levels, etc.) Installs new hardware capacity into SAN to add capacity for growth and performance. Provision storage based on standardized procedures according to storage vendor best practices to facilitate existing applications growth, databases and new projects.
3. Configure highly available connectivity to eliminate single points of failure and to perform non-disruptive SAN software upgrades. Monitor storage utilization to alert customers when additional storage should be allocated. Monitor storage performance to prevent performance bottlenecks and to ensure best resource utilization.
4. Provide daily administration of the storage area network and network attached storage servers for multiple platform operating systems (including Windows, Linux, and Netware)
5. Provide support in the implementation of a redundant Data Center and disaster recovery plans.
6. Monitor and manage system backups in the Data Center, making necessary reports and adjustments.
7. Coordinate operations staff during outage events and provide leadership to the operations team to develop solutions to prevent future outages.
8. Collaborate with various technical teams to deploy hardware and infrastructure.

9. Analyze processes and assess the efficiency and effectiveness of the data center and develop action plans to implement improvements.
10. Assist with the creation, editing, and reviewing of technical policies, procedures, and diagrams in regards to DHR/OTHS Continuation of Operations Plan (COOP).
11. Support the troubleshooting of problems following Level 1 investigation, resolving issues and reporting, as necessary.
12. Provide applicable risk assessments of any relevant upgrades, modifications and changes to assure quality and minimized disruption.
13. Analyze vendor service delivery and propose new technology acquisitions and support the negotiation of service and equipment contracts with various vendors.
14. Work with various technical teams to ensure change notifications are communicated as well as scheduling any necessary down time.
15. Assist the Department with installation of new equipment.
16. Assist the Department in managing the maintenance and security of all equipment in the data centers.
17. Promptly document reported problems upon receipt, and monitor, control, communicate, and report on each problem until it is resolved and/or completely corrected. A problem will not be considered to be corrected until the TO Contractor receives validation from the TO Manager that the issue is resolved to DHR's satisfaction (confirmation from the individual that first reported the problem or an appropriate designee). This includes updating Remedy Work Orders.
18. Go to the site locations of the various DHR local offices, statewide, to assist in resolving application issues as instructed by DHR.
19. Assist other teams with system design and participate in engineering review boards
20. Perform other duties as assigned.

Qualifications:

Education: Bachelor's degree in computer science, management information systems, or related field preferred. Equivalent combination of education and experience will be considered.

General Experience:

- Six or more years of experience in a client-server environment
- Experience working with complex system implementations and organizational processes
- Significant management experience in a production, mission-critical, revenue-dependent, 24x7 data center environment.
- Ability to proactively identify problems utilizes various network monitoring tools
- HVAC technologies with specific knowledge of the following vendors. Specific experience with Leibert a plus.
- Early detection, Fire suppression and alarm systems including FM-200, and VESDA.

- Electrical systems, power distribution units (PDUs), power management modules (PMMs), and static switches. Experience with MGS a plus.
- Experience in enterprise grade data center design and layout with specific experience in large Internet operations environments, banking, business continuity providers, or financial institutions a solid plus.
- Mid to large scale data center expansion/construction experience.
- Significant understanding of core data center infrastructure components and requirements such as chiller towers, diverse & redundant power facilities, and fundamental knowledge of mechanical and electrical systems.
- Requires a strong working knowledge and understanding of IT infrastructure such as servers, SANs, storage, and networking.
- Basic understanding and ability to describe the differences between a Static (battery) UPS and Rotary or Continuous Power Supply
- Strong knowledge of industry best practices and trends in the Backup & Storage space

Specialized Experience:

- 3+ years SAN storage
- 3+ years, EMC SAN
- 2+ years, SyncSort Backup Software
- 3+ years, Cisco and Brocade SAN switches

E. To support technical operations improvement, the TO Contractor shall provide a **Systems Security Engineer** to provide the technical support for DHR's Enterprise Hard Drive Encryption Software, Computrace Software Management System, Data Leak Protection and Computer Emergency Response Team.

The TO Contractor shall:

1. Configure, maintain and deploy Computrace Recovery software and WinMagic hard drive encryption software.
2. Provide troubleshooting assistance as necessary to resolve issues related System Security.
3. Provide assistance with testing new security applications and software
4. Develop and maintain backup of critical configurations of Computrace®, WinMagic Hard-Drive Encryption and Data Leak Protection Management System.
5. Be responsible for User Account Creation, Modification, Maintenance and Inventory related to Computrace® and WinMagic Hard-Drive Encryption Management.
6. Be able to act as liaison between the end-user and higher level support personnel.
7. Document tasks, procedures, environments and create run books for setting up and maintaining systems.
8. Ensure IT projects are delivered on time and meets business expectations.

9. Promptly document reported problems upon receipt, and monitor, control, communicate, and report on each problem until it is resolved and/or completely corrected. This includes updating Remedy Work Orders.
10. Be physically able to lift a minimum of 50 lbs.
11. Go to the site locations of the various DHR local offices, statewide, to assist in resolving application issues as instructed by DHR.
12. Perform other duties as assigned.

Qualifications:

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline

General Experience: Must have Five (5) years of experience in systems security engineering

Specialized Experience: At least Two (2) years experience with troubleshooting or testing new security applications and software

F. The TO Contractor shall provide a **Novell ZenWorks Engineer** to support the engineering, management, facilitation and technical support of the DHR ZenWorks Deployment (ZenWorks Configuration Management 10). The TO Contractor shall support the Department with providing proper installation, integration, and maintenance of the ZenWorks environment to support Department goals. The TO Contractor shall support the Department in performing a variety of network management functions in support of operations, performance and availability of the ZenWorks deployment. The TO Contractor shall provide thorough analysis, timely resolution, and follow-up to problem issues, assigned tasks, and requests for project related technical specifications to support continued business computing operations.

The TO Contractor shall:

1. Build desktop/laptop images which include automated software installs, hardware selection, configuration, and integration testing.
2. Provide DHR with a single repository for all platforms and types of licenses via the ZenWorks Configuration Manager (ZCM) 10 Asset Management Solutions.
3. Implement Software Bundle Management which will allow DHR to deploy software, files, images, or registry changes based on various pre-requisite criteria and control distribution.
4. Analyze client LANs/WANs, isolate source of problems, and recommend reconfiguration and implementation of new network hardware to increase performance.
5. Conduct load balancing efforts to achieve optimum device utilization and network performance.
6. Develop, analyze, and maintain tools that support and automate processes for software releases. Assemble and package software from source code.

7. Work with customer and operations staff in scheduling preventative and emergency maintenance activities.
8. Provide Desktop Support and Network Administration for DHR/OTHS LAN Unit.
9. Install and upgrade end-user software as directed by TO Manager.
10. Configure networked PCs, upgrade hardware including but not limited to hard drives, memory, etc.
11. Troubleshoot hardware and software.
12. Provide ZenWorks directory maintenance to include but not be limited to, changing user passwords, creating/deleting user accounts.
13. Document tasks, procedures, environments and create run books for setting up and maintaining systems.
14. Work collaboratively with other staff.
15. Create Group Policies and deploy software packages, security patches and other updates using these Group Policies through Active Directory
16. Ensure IT projects are delivered on time and meet, if not exceed, business expectations.
17. Positively represent the Department to the user community and establish and maintain a professional, courteous and cooperative rapport with all counties and users as applicable.
18. Promptly document reported problems upon receipt, and monitor, control, communicate, and report on each problem until it is resolved and/or completely corrected. A problem will not be considered to be corrected until the TO Contractor receives validation from the TO Manager that the issue is resolved to DHR's satisfaction (confirmation from the individual that first reported the problem or an appropriate designee). This includes updating Remedy Work Orders.
19. Adhere to Department and agency rules, regulations, procedures, and policies.
20. Provide on call support, nights, evenings, weekends, and holidays as part of a rotation schedule with DHR.
21. Go to the site locations of the various DHR local offices, statewide, to assist in resolving application issues as instructed by DHR.
22. Perform other duties as assigned.

Qualifications:

Education: Associate's degree in information technology, computer science, computer technology or related field and 4 years experience as described above; or Bachelor's degree and 2 years experience as described above; or an equivalent combination of related education, training, and/or experience.

General Experience: 6 years of technical and professional experience in information technology in the assigned subject matter tasks that includes customer service and 1 year of team leadership or supervision in the assigned subject matter tasks.

- Ability to script common tasks to perform without user intervention using VBScript, AutoIT, Powershell, and batch scripting.

- Experience packaging applications for automated delivery (i.e. AdminStudio, Wise Installation Studio)
- Proven Engineer Level Experience using **Zenworks** Configuration Management 10 to management desktops in a complex environment including deploying applications, asset inventory, and imaging.
- Experience supporting various directory services including Active Directory and eDirectory such as AD site planning, LDAP, Novell and AD replication, and managing security.
- Experience planning, configuring, and deploying Group Policy.
- Experience supporting multiple client operating systems including Windows XP and Windows 7. Experience in XP deployment, Windows 7 deployment, and XP to 7 migrations. Experience supporting multiple server operating systems including Windows 2003, 2003 R2, 2008, 2008 R2, and RHEL.
- Knowledge of virtualization technologies including server, desktop, and application virtualization (VMWare vSphere/ESX, View, **Zenworks** Application Virtualization /XenCode Virtual Application Studio knowledge).
- Experience working in a large/complex environment (1000+ systems), responsible for daily operations / administration tasks. Ability to learn and support multiple third party software from various vendors. Experience working in a highly structured, process driven facility (ITIL based).

G. To support technical operations improvement, the TO Contractor shall provide two (2) **Senior Level Systems Administrator** for DHR/OTHS LAN Unit. The TO Contractor shall support the Department with providing proper installation, integration, and maintenance of the desktop environment to support Department goals. The TO Contractor shall support the Department in performing a variety of systems management functions in support of operations, performance and availability of data communications systems. The TO Contractor shall provide thorough analysis, timely resolution, and follow-up to problem issues, assigned tasks, and requests for project related technical specifications to support continued business computing operations. TO Contractor shall provide assistance to DHR with the Administration of Active Directory.

The TO Contractor shall:

1. Maintain security and integrity of schema.
2. Oversee modifications to schema.
3. Create and update as needed a full disaster recovery plan and practice of schema.
4. Be responsible for the creation and management of the forest.
5. Provide overall security and reliability of the forest.
6. Be responsible for the creation and removal of domains.
7. Provide management of trust relationship with test and ALS domains.
8. Provide full disaster recovery plan and practice of trusts
9. Create and provide management of directory infrastructure.

10. Monitor and reporting associated with the reliability and security of the domain.
11. Provide Domain Controller (DC) Management.
12. Provide policy monitoring and compliance.
13. Provide secure remote administration of the DCs and member servers managed by DHR.
14. Manage group policy at root of domain and for Domain Controllers Organizational Unit (OU).
15. Create, testing, and management of Group Policy Objects (GPO) intended to be used by multiple OU Admins.
16. Manage the Users and Computers Containers.
17. Install and manage security reporting tools used to monitor changes to the Active Directory.
18. Delegate monitored data and elevated privileges to others as needed.
19. Create and maintain the test domain as a reasonable approximation of the production domain.
20. Coordinate and configure alarm distribution to OU Admins for OU-related events.
21. Verify that new software deployments and GPO policies work by testing them in the test domain as appropriate.
22. Ensure overall security and integrity of their managed OU hierarchy.
23. Perform software upgrades including analysis, testing, implementation, troubleshooting, and documentation updates to keep Symantec software at N-1 currency.
24. Provide Account management as follows:
 - a) Creation/deletion/management of objects (i.e. local user accounts, groups, workstations, servers, printers, etc.) in their OU hierarchy;
 - b) Regularly perform housekeeping duties to keep OU hierarchy clear of stale, unused, expired, and objects no longer needed;
 - c) Process requests for access control authorized by data owner;
 - d) Process requests for group drive mappings via login script; and
 - e) Create new computer accounts and join to directory services Provide GPO administration, troubleshooting, and management.
25. Publish resource objects from their OU hierarchy in the Active Directory as applicable.
26. Manage GPO links in OU hierarchy.
27. Maintain and update servers as follows:
 - a) Patching/software upgrades;
 - b) Volume/partition space management;
 - c) Hardware migration;

- d) Acquire and maintain current software licenses for all member server(s) added to their OU hierarchy;
 - e) Hardware maintenance for all non-Infrastructure-managed member servers;
 - f) Operating system maintenance for all non-Infrastructure-managed member servers;
 - g) Maintain level of member server system security by applying service packs and security patches;
 - h) Department application, file service, workstation and printer support;
 - i) Create printer objects and access control lists;
 - j) Backup/recovery; and
 - k) Full disaster recovery plan and practice.
30. Request drive mapping via login script when needed from OU manager.
31. Add user domain account to workstation.
32. Assist data owners with archiving to offline storage (DVD/CD).
33. Go to the site locations of the various DHR local offices, statewide, to assist in resolving application issues as instructed by DHR.
34. Perform other duties as assigned.
35. When desktop issues appear to stem from a change in Active Directory configuration, provide the following to the domain administrators:
- a) event description;
 - b) logon name of affected user;
 - c) name of affected computer;
 - d) time of event;
 - e) relevant warnings and errors in event logs; and
 - f) relevant warnings or errors displayed on screen.

Qualifications:

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline

General Experience: Four years experience in a computer-related field.

Specialized Experience: One year experience administering multi-user, shared processor systems and data communications networks.

H. To support technical operations' improvements, the TO Contractor shall provide **Asset Management** that encompasses developing and maintaining the portfolio of IT assets which includes software licensing, hardware and peripherals and vendor partnerships. OTHS is responsible for purchasing, issuing, tracking, managing, and disposing of DHR computer hardware and software. In order to complete the Asset Management Plan, the TO Contractor

shall consult with pertinent staff from OTHS Technical Services, Division of Administrative Operations and Department of General Services to obtain the necessary State guidelines.

The TO Contractor shall:

1. Provide the TO Manager with an asset management plan that contains the evaluation and recommendations for an overall approach to manage all assets, i.e., new, existing, and/or backlogs. The backlog of assets as well as ongoing asset management. This plan should explain the process by which the TO Contractor will manage all disposal requirements. The TO Contractor shall deliver this document, Asset Management Plan, to the TO Manager to obtain approval prior to executing the solution.
2. Coordinate the pick-up and delivery of new, existing and/or excess computer hardware to all DHR sites statewide from any DHR local departments or storage facility.
3. Represent the Department to the vendor community, establishing and maintaining a professional, courteous and cooperative rapport with all third-party vendors and other entities with whom the Department conducts business.
4. Develop a plan that optimizes asset control and inventory management processes to track accountability identification, location, maintenance, contracts and product lifecycle status. The TO Contractor shall identify asset data that support business requirements, define asset tracking policies and establish audit processes to ensure data integrity. The TO Contractor shall maintain accurate, up-to-date information on IT asset inventories, maintenance contracts and costs within the Department by tracking, monitoring and reporting on these assets regularly.
5. Follow the Department of General Services' (DGS) and Department of Information Technology's (DoIT) Asset Management & Disposal process. This includes removal, destruction, and disposal of hard drives from computer and server hardware, palletize all excess hardware, maintain catalogue of hardware photos, and secure with shrink wrap. The TO Contractor shall adhere to all local, state, federal and regional regulations, which includes adhering to security and environmental regulations.
6. Utilize the Department's existing inventory system to update asset information. The TO Contractor shall assist the Department with investigating hardware that has been lost and/or stolen. This may include the use of tracking devices such as Computrace.
7. Be responsible for the disposal of PC hardware hard drives.

Qualifications:

Education: Minimum of an Associate's Degree +1 year of inventory management experience or High School diploma + 2 years of inventory management experience

General Experience:

- Proficient computer skills including Outlook, Excel, Word, Power Point
- Knowledge and skills of database systems
- Use of Bar Code systems and equipment a plus
- Ability to Generate and distribute daily and monthly reports

- Lift 50lbs. Unassisted
- Ability to multi-task in a fast paced working environment

Requirements:

- Valid driver's license and good driving record
- Must have exceptional customer service skills
- Must be organized and have exceptional attention to detail
- Forklift certification a plus
- Ability to work a flexible schedule (some weekends).

I. To support initiatives that utilize enhanced technology, the TO Contractor shall provide **Voice over IP (VoIP) Engineering** expertise that encompasses designing, developing, deploying, and maintaining VoIP. OTHS is responsible for installing, managing, and maintaining data and voice communications systems statewide. The environment consists of more than 7000 telephone users & voice mail boxes and more than 1000 cell phones/Blackberries.

The TO Contractor shall:

1. Provide the TO Manager with a VoIP Design Plan that contains the evaluation and recommendations for an overall approach to deploy VoIP throughout DHR's network infrastructure to obtain approval prior to developing the Deployment Plan.
2. Provide the TO Manager with a VoIP Deployment Plan that details the strategy that will be used to deploy VoIP, hardware/software needs, and telecommunications requirements to obtain approval prior to executing the solution.
3. Perform comprehensive, onsite equipment installation, including low voltage wiring, trim-out, equipment rack setup, telephone systems, and other hardware. Inventory hardware location.
4. Install and maintain Voice facilities, including hardware, software, and system data for DHR's enterprise network. Maintain, test, research and resolve problems. Determine appropriate standard testing routines or scripts; may test various voice or data equipment such as routers, switches, hubs or optical equipment, or multi-function switches, end offices, signaling transfer points, voice mail, and call management system, etc. for maintenance as necessary.
5. Be responsible for the overall system design, deployment, and maintenance. Document development requirements for database, applications, and operation system environment. Consult with end users to test and debug applications to meet client needs. Serve as Subject Matter Expert (SME) in all aspects of designing, deploying, and maintaining VoIP, including 24x7 on-call. May conduct training to Wide Area Network (WAN) & Voice Communications Staff if required by DHR. Demonstrate expertise in a variety of the field's concepts, practices, and procedures. Rely on extensive experience and judgment to plan and accomplish goals.
6. Troubleshoot and resolve issues with hardware and software as they relate to system configuration, trunking, Telco, dial plans, routing, and features to maintain a stable

and reliable platform to support the business needs. Maintain data, voice or video network hardware and systems; investigate and resolve network and hardware matters of significance; research, analyze, isolate and resolve errors; assess and update older networks as needed and in accordance with specified plans.

7. Work with vendors to provision, design, maintain and troubleshoot circuit issues. Proactively identify needs for improvements, capacity changes and upgrades. Perform analysis of vendor release system patches and updates.
8. Aid in the development and deployment of support tools to improve and expedite issue resolution, deployment, and troubleshooting of the VoIP network. Develop and document operational procedures. Create and maintain architecture, system, and component documentation for IT staffs reference. Create "How To" documentation for end-users on use of IP phone as well as perform onsite training.

Qualifications:

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline

General Experience: Five years experience in a computer-related field.

Specialized Experience: At least Two years networking, telecommunications, or application experience required with an emphasis in VoIP.

- J. To support network performance and redundancy enhancements, the TO Contractor shall provide two (2) **Senior Network Engineers** to support and enhance DHR's enterprise network architecture. The TO Contractor shall support the Department in performing a variety of management functions to improve performance, resolve troubles, and add redundancy to ensure 99.9% network availability.

The TO Contractor shall:

1. Configure and maintain Cisco equipment and software (i.e. routers, switches, IOS) to ensure 99.9% network availability.
2. Interact with other IT Support staff and/or third party vendors to troubleshoot and repair network outages and service degradation, including performing research and gathering information.
3. Document trouble reports using Remedy ticket system. Track the status of tickets assigned to the WAN Unit. Provide accurate and timely updates in tickets. Create engineering documents, network diagrams, project plans, and IP administration schemes using Microsoft Project, Visio, and Excel.
4. Work with other departments within the agency, as well as vendors and contractors, to determine network requirements for all new system implementations, while ensuring network performance is not impacted. Serve as an escalation point for network issues including backbone routing, customer router configuration and various internet related services.
5. Work with VoIP Engineer (s) to ensure network is performing optimally. Take initiative to identify and resolve problems. Provide 24x7 on-call support

Qualifications:

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline

General Experience: Five years experience in a computer-related field.

Specialized Experience: Three years of progressive experience in planning, designing, implementation, and analyzing data or telecommunications networks. Must have experience with network analysis/management tools and techniques and be familiar with Personal Computers (PCs) in a client/server environment. Must be familiar with IT technology and long distance and local carrier management.

Requirement: Must have excellent time management, multi-tasking, prioritization, oral and written communication skills. Candidate will also possess excellent documentation and leadership skills as well as the ability to perform with minimal supervision.

K. To support technical operations improvement, the TO Contractor shall provide a **Documentation Specialist** to gather, analyze, and compose technical information into project artifacts. The TO Contractor shall conduct research and ensure the use of proper technical terminology as well as translate technical information into clear, readable documents to be used by technical and non-technical personnel.

The TO Contractor shall:

- a. Prepare and maintain documentation pertaining to the DHR network, security, and systems operations.
- b. Attend meetings and document meeting minutes, action items, risks and issues, publishing documentation to a shared directory or other common location within two (2) business days of the meeting date.
- c. Draft and finalize technical documentation to accompany all system changes, improvements, modifications and enhancements, as directed by the TO Manager.
- d. Conduct research and analysis to gather historical technical documentation and update the Department's technical library, as directed by the TO Manager.
- e. Create and keep up-to-date a spreadsheet with all TO Contractor work in progress including detailed information to allow management to have access to all information in one consolidated document.
- f. Work collaboratively with other staff.
- g. Assist with the creation, editing and review of technical policies, procedures, and diagrams.
- h. Gather, analyze, and compose technical information as directed.
- i. Assure that applicable and appropriate technical terms are being used within the documentation.
- j. Translate technical information into clear and readable documents that can be understood by both technical and non-technical personnel.
- k. Perform other duties as assigned
- l. Positively represent the Department to the user community and establishing and maintaining a professional, courteous and cooperative rapport with all counties and users.
- m. Promptly document reported problems upon receipt, and monitor, control, communicate, and report on each problem until it is resolved and/or completely corrected. This includes updating Remedy Work Orders.

- n. Adhere to Department and agency rules, regulations, procedures, and policies.

Qualifications:

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline

Experience: Must have four (4) years of experience in technical writing and documentation experience pertaining to all aspects of IT.

Specialized Experience: A minimum of two (2) years of experience in preparing technical documentation, which is to include researching for applicable standards.

L. To support technical operations improvement, the TO Contractor shall provide a **Project Coordinator/Manager**. The TO Contractor Project Coordinator shall maintain the portfolio of IT projects under DHR's Technical Services division. The TO Contractor Project Coordinator and TO Contractor Documentation Specialist shall work closely together, providing thorough analysis, timely resolution, and follow-up to problem issues, assigned tasks, and requests for project-related technical specifications to support continued business computing operations. The TO Contractor Project Coordinator shall support the part-time TO Project Manager.

The TO Contractor shall:

- A. Compile project status reports, coordinate project schedules, and identify and suggest resolutions for problems.
- B. Coordinate project activities and work with the TO Contractor Documentation Specialist to ensure all project phases are documented appropriately.
- C. Work with the TO Manager and the part-time TO Project Manager to manage work assignments across the TO Contractor team.
- D. Work with internal and, if required, external parties to organize the various components necessary to initiate, run and conclude major initiatives. This includes coordinating schedules as well as activities, and tracking the progress and results throughout the entire life-cycle of the project.
- E. Attend relevant meetings and work closely with the TO Manager.
- F. Work collaboratively with other staff.
- G. Possess the ability to keep track of all pertinent information about ongoing network engineering activities in a uniformed and organized manner.
- H. Work with TO Manager to identify ways in which there may be duplicate efforts on similar projects to avoid waste and redundancy as well as to ensure that resources are utilized appropriately.
- I. Perform other duties as assigned.
- J. Positively represent the Department to the user community and establishing and maintaining a professional, courteous and cooperative rapport with all counties and users.
- K. Promptly document reported problems upon receipt, and monitor, control, communicate, and report on each problem until it is resolved and/or completely corrected. This includes updating Remedy Work Orders.
- L. Adhere to Department and agency rules, regulations, procedures, and policies.

Qualifications:

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline

General Experience: At least five (5) years of experience in project management.

Specialized Experience: At least five (5) years of experience in managing IT related projects and must demonstrate a leadership role in at least three successful projects that were delivered on time and on budget

M. To support **System Support – Help Desk**, the TO Contractor shall install, configure, and maintain computer hardware and software statewide on the Local and Wide Area Networks (LAN/WAN) for the Department of Human Resources' Enterprise Network of over 200 sites. The TO Contractor shall respond to and resolve work order requests and troubleshoot and/or determine the hardware and/or software requirements needed to ensure optimal network performance. The TO Contractor shall install operating systems and reconfigure's software for CIS, CSES, CARES, and other statewide programs. The TO Contractor shall configure emulation (EXTRA) software for mainframe connectivity, print drivers for printers, and other communication devices. The TO Contractor shall relocate and re-image PCs to meet specific program requirements. The TO Contractor shall diagnose, trace and resolve network connectivity problems from the workstation to the server. The TO Contractor shall provide complex technical support service in the diagnosis, troubleshooting, maintenance, operation, testing, and installation of networked and standalone computer equipment and peripherals and mainframe/host connected peripherals. The TO Contractor shall support the Department's delivery of services by minimizing downtime and ensuring the efficient and reliable operation of computer hardware and software.

The TO Contractor shall process, resolve, and coordinate the resolution of requests from DHR employees statewide for technical assistance with computer equipment and peripherals, mainframe and client/server computer applications, operating system software, off-the-shelf computer software, and network and security related issues. The TO Contractor shall monitor availability and performance for all DHR network traffic and computer systems for the entire Maryland LATA which includes the 24 local departments of Social Services. The TO Contractor shall serve as a liaison to vendor support and an information center for inquiries regarding customer equipment or system status.

The TO Contractor shall:

- A. Diagnose, troubleshoot, repair, maintain, upgrade and install COTS (commercial off the shelf) software and customer-built application software approved by DHR for network, workstation and mainframe use.
- B. Diagnose, troubleshoot, repair, maintain, upgrade and install networked and standalone computer equipment and peripherals (including workstations, laptop computers, printers, plotters and scanners) and mainframe/host connected peripherals (including terminals, controllers and system printers).
- C. Respond to and resolve work orders for diagnosing, tracing, and resolving network connectivity problems via the Remedy System for DHR users. This includes troubleshooting computer hardware from the PC at the user's location back to the server in the data closet, software, data wiring problems and implementing modifications, as required.

- D. Assist CNS and IT staff with DHR projects and tasks such as site moves and new facilities, installation of the SOPHOS Antivirus software, configuration of statewide PCs for the use of Host Integration Services, MD Chessie installations and Software upgrades, PC Replacement/Install upgrades which includes Novell client installation, GroupWise installation, user account creation/modification, verification of user home directories and drive mappings to ensure rights and privileges to folders and drives are accurate for DHR Enterprise Network users.
- E. Install and maintain communications links to mainframe computers.
- F. Install operating system software and network communications software for computer networks.
- G. Review technical manuals and other technical literature and attend workshops, seminars and training classes to learn various network systems used by the agency and to keep abreast of the latest developments in computer network technology.
- H. Maintain service work logs, records of problem resolutions and records of equipment relocations.
- I. Monitor performance of hardware and software through workstation and diagnostic programs and utilities. Determine and make adjustments, as needed, to ensure maximum efficiency of operations.
- J. Develop user manuals for computer hardware operation and software applications.
- K. Respond to and resolve help desk calls from statewide users who operate computer hardware or applications for FIA, CSEA, and SSA administered programs which provide automated eligibility. Dispense benefits and notices to customers and provide management support to all levels of program administration.
- L. Operate and update Remedy (Action Request System) network based call tracking and escalation system. Create a problem ticket for every call received through the ACD telephone system. Take ownership of customer problems and follow problems through resolution. Monitor availability and performance for all DHR network traffic and computer systems for the entire Maryland LATA, which includes 24 local departments of Social Services.
- M. Perform password resets in the Resource Access Control Facility (RACF) and Access Control Facility (ACF2), i.e. Client Information System (CIS), Motor Vehicle Administration System (MVA), Annapolis Data Center Time Sharing Option (ADCTSO), Electronic Benefit Transfer System (EBT), DataWatch, MD CHESSIE and other systems as required.
- N. Administer the Action Request System (Remedy) for DHR Central and local departments, including application development, modification, and support. Review, modify, and develop supporting Remedy documentation and training materials.
- O. Provide technical support to help desk calls from statewide users by diagnosing and troubleshooting problems with PC Software, i.e. Windows 2000, Windows XP, MS Office, Extra for Netware, Internet Explorer, GroupWise, and various other software packages.
- P. Develop customized Remedy and Crystal reports for internal/external customers.
- Q. Utilize Net View utility to provide technical support to mainframe users. This includes recycling printers, terminals, and PC's by performing resets of LU's (Logical units).
- R. Determine remote printer connectivity by administering test print procedures via TSO (Time-Share Option), and utilize TSO to track misdirected print transactions. Access TSO cross-reference database to identify hardware logical unit information within the mainframe system. Perform batch releases, using Time-Share Option, for CSES workers.
- S. Monitor work orders every 7 to 10 days to ensure adequate updates to work logs and document problem resolutions.
- T. Alert customers to the availability of various systems via the Help Desk System Greeting, telephone broadcasts, email broadcasts, and weekend system availability screen.

- U. Perform periodic network and mainframe system testing during nights, weekends, and holidays.
- V. Run monthly and weekly statistical reports using crystal from the Remedy Database for the heads of the Department as well as other departments.

Qualifications:

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline

General Experience: This position requires a minimum of five (5) years of experience in business IT environments with emphasis on PC hardware and applications. General experience includes information systems development, work in the client/server field, or related fields.

Specialized Experience: At least two (2) years comprehensive knowledge of PC operating systems, e.g., DOS, Windows, as well as work on a help desk. Demonstrated ability to communicate orally and in writing and to have a positive customer service attitude.

2.4.3 SITE SUPPORT SERVICES

The TO Contractor's response to this TORFP shall include specific strategies for:

- A. Accompanying DHR staff to the site locations of the various DHR local offices, statewide, to support project activities, as needed. Please note the location and number of site visits will be determined at DHR's discretion, but is expected to average no more than ten (10) visits each performance year. The TO Contractor will not be paid expenses under this contract.
- B. Participating in the establishment, promotion and maintenance of working relationships with DHR field personnel, their associated resources and business practices.
- C. In partnership with DHR leadership, representing the projects to the user community and establishing and maintaining a professional, courteous and cooperative rapport with all counties and users.
- D. Representing DHR while sharing in the facilitation of any applicable User Group meetings or conference calls.
- E. Working closely with DHR users and providing feedback to the users to ensure information and process consistencies.
- F. Maintaining records of all site visits, providing timely site visit reports to designated stakeholders and submission of follow-up site reports.
- G. Providing to DHR project management and applicable DHR leadership ongoing workflow analysis and change management recommendations in the user environment.
- H. Continually challenging the "status quo" to standardize processes, create new and improve existing workflows and processes.
- I. Providing a follow-up report to DHR with the locals' feedback related to DHR systems, finding (in terms of training, equipment, etc.) and recommendations to better serve the DHR local offices within seven (7) calendar days after the site visit.

2.4.4 SECURITY

2.4.4.1 Security – State Sites

When visiting state facilities, the TO Contractor shall adhere to all state security requirements. This includes presenting photo ID, providing information for the obtaining of state-issued contractor-badges, at the discretion of DHR management, wearing TO Contractor-issued and state-issued security badges prominently when inside state facilities and presenting ID upon request at any time.

The TO Contractor shall respond to this TORFP with clear approaches to:

- A. Abiding by the State's policies and procedures in force at each site.
- B. Abiding by the State's security policies and procedures in force at each site. The TO Contractor shall not connect equipment or other devices to the State's data network without prior approval of the State.
- C. Assuring DHR that it will familiarize all TO Contractor staff with the requirements of the State of Maryland Information Technology Security Policies and any accompanying State and federal regulations, and shall comply with all applicable requirements in the course of this Contract.
- D. Cooperating with the State in the course of performance of the TO Agreement so that both parties shall be in compliance with State Information Technology requirements and any other State and federal computer security regulations including cooperation and coordination with the auditors, Department of Budget and Management and other compliance officers.
- E. Unless otherwise determined by DHR, the TO Contractor shall be expected to provide its own computer or laptop for each Contractor team member. TO Contractor equipment shall meet or exceed DHR's standards for virus protection and security. Please note any deliverables produced must be produced in a version of software that is compatible with DHR's version. For example Microsoft Office 2003 - MS Word, PowerPoint, Excel, Adobe version 7, etc. are all utilized by DHR as of the date of this TORFP.
- F. The TO Contractor shall not install or attach any of its equipment to the state LAN/WAN without express written permission from DHR.

Failure to comply with state security requirements on the part of the TO Contractor or any of its designees will be regarded as a breach of the contract and may be followed by termination for default.

2.4.4.2 Security – State IT Security and Policy Standards

The TO Contractor shall comply with and adhere to the Maryland State IT Security Policy and Standards. These policies may be revised from time to time and the TO Contractor shall comply with all such revisions. Updated and revised versions of the Maryland State IT Policy and Standards are available on-line at <http://doit.maryland.gov/support/Pages/SecurityPolicies.aspx>

2.4.4.3 Security – Contractor-owned Computer Equipment

The TO Contractor shall not connect any of its own equipment to DHR's LAN/WAN without prior written approval by DHR. Examples of equipment would include but not be limited to PCs, printers, routers, switches and servers. DHR expects that the TO Contractor shall provide its own laptops and security mechanisms for securing the laptops to the DHR-provided desk spaces during work hours.

DHR shall provide equipment as necessary for support that entails connection to DHR's LAN/WAN, or give prior written approval as necessary for connection. If equipment is added

without the approval of the State, the state shall have the right to remove that equipment without notice to the Contractor.

Failure to comply with state security requirements on the part of the Contractor or any of its designees may be regarded as a breach of the contract and may be followed by termination for default.

2.4.5 ADDITIONAL PROJECTS

The TO Contractor may also be asked to provide Statements of Work for additional support tasks, as they become available and as DHR's project priorities evolve. Specific timeframes and deliverable due dates will be identified by the TO Manager and the TO Contractor, jointly, depending upon the nature and duration of the project. Work will only commence when DHR has reviewed and approved the Statement of Work. Sample projects may include, but not be limited to those appearing in the following table, and the sample tasks provided therein are intended merely to be illustrative or representative of the tasks which will be required, and is not an exhaustive list:

Sample Project	Sample Tasks
Software Version Upgrades and Testing	<ul style="list-style-type: none"> A. Install and configure SyncSort version 3.1 B. Deploy SyncSort Clients C. Manage Tape Library and Services D. Troubleshoot Backup Issues including Hardware and Software E. Recover Data as requested. F. Configure Backups to meet Backup Window standards.
Storage Area Network (SAN) Modification/Maintenance	<ul style="list-style-type: none"> A. Install new hardware capacity into SAN to add capacity for growth and performance. B. Provision storage based on standardized procedures according to storage vendor best practices to facilitate existing applications growth, databases and new projects. C. Monitor storage utilization to alert customers when additional storage should be allocated. D. Assist with developing custom monitoring scripts to provide more flexible monitoring unavailable from hardware manufacturers. E. Remain current with vendor software releases to correct bugs and vulnerabilities in currently-deployed software. F. Assist with new software functionality evaluations to ensure customer value and to adhere to current configuration requirements. G. Document new product and process design and implementation to assist peers with understanding storage technologies. H. Document standards and guidelines for provisioning storage to new platforms to ensure availability and performance configurations adherence.
Security and Antivirus Updates and Testing	<ul style="list-style-type: none"> A. Install and configure Symantec Endpoint Protection management and client components. B. Deploy Symantec Endpoint Protection clients. C. Manage antivirus and antispysware policies, including drafting new policies, updating existing policies, and monitoring enforcement. D. Configure TruScan Proactive Threat Scans. E. Design a Symantec Endpoint Protection environment. F. Configure firewall and intrusion prevention policies. G. Customize network threat protection. H. Manage the Symantec Console and endpoints

Sample Project	Sample Tasks
	<p>in concert with the Active Directory.</p> <ul style="list-style-type: none"> I. Monitor and maintain the Symantec Endpoint Protection environment. J. Monitor and maintain the Symantec Endpoint Protection environment in order to advice staff and cadre on impending threats or trends. K. Perform software upgrades including analysis, testing, implementation, troubleshooting, and documentation updates to keep Symantec software at N-1 currency.
Database Updates and Testing	<ul style="list-style-type: none"> A. Install SQL Server 2005 and 2007 B. Create and troubleshoot individual Databases C. Create DB backup procedures D. Troubleshoot Backup Issues including Hardware and Software E. Recover Data as requested. F. Configure Backups to meet Backup Window standards.
Remedy Updates and Testing	<ul style="list-style-type: none"> A. Upgrade the Remedy Development Server from 6.3 to 7.5. Analyze, check the compatibility matrix and test to ensure that the upgrade will run smoothly and all features work as they did prior to the upgrade. B. Upgrade the Remedy Production Server from 6.3 to 7.5. Analyze, check the compatibility matrix and test to ensure that the upgrade will run smoothly and all features work as they did prior to the upgrade. C. Build a Remedy Report Server that will house all of the latest data, so reports can be run at any given time of the day. This data will also remain on the Production Server. D. Utilize best practices and troubleshooting techniques to optimize the performance of the AR System environment, including but limited to re-indexing tables, updating active links, filters and menus as specified in the Optimizing Guide as well as the Performance Tuning and Troubleshooting Guides. This will include both the Remedy Development and Production Servers. E. Ensure that all of the Remedy Applications are in the SQL Maintenance backup schedule.
BlackBerry Software and Hardware Updates and Testing	<ul style="list-style-type: none"> A. Troubleshoot BES Server and Services B. Repair Blackberry Devices C. Install/ Configure Patches for the BES

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.

Drafts of each final deliverable are required at least two (2) weeks in advance of when each such final deliverable is 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.

- TO Contractor should present an outline to DHR prior to completing deliverables to ensure the information that will be contained in the deliverable meets the expectations and needs of DHR.

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 8). The TO Manager shall countersign the Agency Receipt of Deliverable Form indicating receipt of the contents described therein.

Upon receipt of a final deliverable, the TO Manager shall commence a review of the deliverable as required to validate the completeness and quality in meeting requirements. Upon completion of validation, the TO Manager shall issue to the TO Contractor notice of acceptance or rejection of the deliverables in an Agency Acceptance of Deliverable Form (Attachment 9). In the event of rejection, the TO Contractor shall correct the identified deficiencies or non-conformities.

Subsequent project tasks may not continue until deficiencies with a deliverable are rectified and accepted by the TO Manager or the TO Manager has specifically issued, in writing, a waiver for conditional continuance of project tasks. Once the State's issues have been addressed and resolutions are accepted by the TO Manager, the TO Contractor shall incorporate the resolutions into the deliverable and resubmit the deliverable for acceptance.

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 DELIVERABLES

ID #	Deliverables	Expected Completion
2.4.1.A	Project Management Plan	NTP + 30 Calendar Days
2.4.1.B	Staffing Plan	NTP + 30 Calendar Days
2.4.1.C	Weekly Status Meeting and Report	NTP + 30 Calendar Days then weekly
2.4.1.D	Risk Management Plan	NTP + 45 Calendar Days
2.4.1.H	Project Work plans, SOW	As assigned
2.4.1.J	Transition Out Plan	NTP + 180 Calendar Days
2.4.1.Z.1	Weekly Status Report	Weekly
2.4.1.Z.2	Quarterly effectiveness report	Quarterly
2.4.1AA	Monthly Status Report	15 th of each Month

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:

- A. The State’s System Development Life Cycle (SDLC) methodology
- B. The State Information Technology Security Policy and Standards
- C. The State Information Technology Project Oversight
- D. The State of Maryland Enterprise Architecture
- E. 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 subcontractors are to follow a consistent methodology for all TO activities.

2.7 CONTRACTOR PERSONNEL EXPERTISE REQUIRED

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 and at least the same level of 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 15 business days in advance of the proposed substitution. The request must be submitted to the DHR project manager with 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. 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 15 calendar days, the TO Contractor shall immediately notify DHR, Plan and manage all migrations and upgrades related to the AD or the DCs Verify TO Manager and propose to replace personnel with personnel of equal or better qualifications within 15 calendar days of notification. All substitutions shall be made in accordance with this provision.

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 (2)

years of the general and specialized experience for those labor categories requiring a Bachelor's Degree. Substitution must 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 (6) years of direct experience for the proposed category in lieu of a Bachelor's Degree.

2.8 CONTRACTOR MINIMUM QUALIFICATIONS

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

- A. Candidates must demonstrate experience with two or more contracts with large-scale and government clients and Enterprise scale Microsoft Active Directory networks.
- B. At least 3 years of experience working with Government contracts or thorough understanding of federal and state rules and regulations is required.
- C. Documentation Specialist
 - At least 5 years experience creating, maintaining and modifying technical policy, procedures, guidelines, project plans, reports, responses, and briefings in an enterprise or service provider network environment. This should include familiarity with system and network principles, concepts and technologies.
 - At least 3 years experience developing, updating, and modifying websites (HTML).
 - At least 3 years of technical writing experience using Adobe Professional and Microsoft Sharepoint, Visio, Project, Word, and Excel.
 - Familiar with FIPS, IRS and NIST guidelines and best practices.
- D. Project Coordinator/Manager
 - Valid/active PMP or ITIL certification
 - At least 5 years experience managing, guiding, and overseeing multiple technical projects in an enterprise or service provider network environment. This should include familiarity with system and network principles, concepts and technologies.
 - At least 5 years experience using Remedy, Adobe Professional, Microsoft Project, and Microsoft Office.
 - Familiar with FIPS, IRS and NIST guidelines and best practices.
- E. Systems Support - Helpdesk
 - At least 2 years experience providing telephone support in an enterprise or service provider network environment.
 - At least 2 years experience using ACD call system and Remedy ticketing system

- At least 3 years experience using Adobe Professional and Microsoft Word/Excel.

F. VoIP Engineer

- Valid/Active CCNP Voice (formerly CCVP) required. CCIE-Voice preferred.
- At least 3 years experience configuring, designing, implementing and troubleshooting Cisco networks in an enterprise or service provider network environment. This includes rack installations, patch cabling/cable management (Cat5, single-mode fiber, and multi-mode fiber), and media converters)
- At least 2 years experience configuring and troubleshooting Cisco switches, routers, QoS, and Cisco Call Manager
- At least 3 years experience with NEC End Office/PBX configurations
- At least 2 years experience with SONET, T1, DS3, ISDN, POTS, Frame Relay, ATM, IVR, and Voice Mail.
- Familiar with different vendor platforms (Cisco, Avaya, Mitel, Shoretel, etc)
- Familiar with FIPS, IRS and NIST guidelines and best practices.

G. Senior Network Engineers

- Valid/Active CCNP or CCNP Wireless required. CCIE-Routing & Switching or CCIE-Wireless preferred.
- Must be MCSE Certified
- At least 3 years experience configuring, designing, implementing and troubleshooting Cisco networks in an enterprise or service provider network environment. This includes rack installations, patch cabling/cable management (Cat5, single-mode fiber, and multi-mode fiber), and media converters)
- Ability to lift and install rack based equipment (50 pounds or more)
- At least 5 years experience configuring and troubleshooting Cisco switches, routers, QoS, EIGRP, BGP, VLAN (ISL & 802.1Q), ATM, Frame-Relay, and MPLS
- At least 2 years experience with Cisco 2800, 2900, 3800, 6500, and 7200 routers; Cisco 3500, 3600, 3700, and 2900 switches; Cisco ASA5520, ASA5550, TACACS, MARS, and VPN 3000 series Concentrator
- At least 3 years configuring and troubleshooting NAT/PAT, IPSEC VPN, SSL VPN, TACACS, Access Lists
- Familiar with FIPS, IRS and NIST guidelines and security best practices.
- A minimum of 5 years deployment/support experience
- At least 8 years of experience in an enterprise network.
- Capable of providing end user support through established experience in Active Directory Architecture/Design.

- Five years of experience with training and mentoring consultants or client employees in the management of Active Directory infrastructures and migration projects
- Candidate must have five 3 to 5 years of experience in the following areas –
 - Active Directory 2008 experience
 - Windows Server 2003/2008 experience
 - Active Directory Administration, DNS, DHCP, DFS, and Windows 2008
 - Failover Clustering
 - Group Policy Administration and Scripting
 - Knowledge of Dell Power Edge Server platforms

H. Systems Security Engineer

- Valid CISSP required
- At least 2 years implementing, configuring, and troubleshooting Symantec Anti-virus, Symantec Computrace, and WinMagic.
- Familiar with FIPS, IRS and NIST guidelines and best practices.

I. ZENworks Engineer

- At least 5 years deployment/support experience
- At least 8 years of experience in an enterprise network.
- Must be CNE Certified
- Capable of providing end user support through established experience in ZENworks, Active Directory Architecture/Design.
- Enterprise Clustering Knowledge, SAN / NAS Knowledge and Support, Data Protection Methodologies Including RAID, Strong Working Knowledge of TCP/IP, DNS, DHCP, etc.

J. Data Center Operations Manager

- Minimum of 6-9 years experience
- Microsoft Certified System Administrator (MCSA) or similar network certifications
- Experience with design and deployment of SAN technologies
- Familiar with DELL Blade System, Fibre Channel/SAN

- K. The TO Contractor will supply at least three (3) and no more than five (5) letters of reference from current or past clients. 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 INVOICING

Payment will only be made upon completion and acceptance of the deliverables defined in Section 2.5 and for services performed in the prior month.

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS II Master Contract. Invoices for payment shall contain the TO Contractor's Federal Tax Identification Number, as well as the information described below, and must be submitted to the TO Manager for payment approval. Payment of invoices will be withheld if a signed Acceptance of Deliverable form is not submitted.

The TO Contractor shall submit invoices for payment upon acceptance of separately priced deliverables or hours expended, 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 must accompany all invoices submitted for payment.

2.10 INVOICE SUBMISSION PROCEDURE

The TO Contractor shall provide a monthly invoice to the DHR Project Manager. The TO Contractor will submit the invoice to the DHR Project Manager electronically and in hard copy. Two hard copies will be provided with original signatures. The invoices shall be submitted for the previous month's service by the 15th calendar day of the following month, i.e., a copy of June's bill will be submitted by the 15th of July.

The monthly invoice shall include at a minimum the following:

- A. Name and Address of the vendor
- B. Account Number
- C. Invoice number and date
- D. Billing period/service period
- E. Purchase Order Number
- F. Total current charges
- G. Total billed to date
- H. Remittance address
- I. Telephone number or contact name, email and phone number for billing inquiries
- J. Federal Identification Number or SSN

Accompanying the invoice, the TO Contractor must submit a monthly status report outlining the activities completed to date for which the TO Contractor is requesting payment. The TO Contractor shall provide information detailing the specific deliverable(s), phase or task as appropriate.

Invoices submitted without the required information will not be processed for payment until the TO Contractor provides the required information and will not be deemed submitted until such time as the required information is provided.

The TO Contractor will designate a Billing Point of Contract (BPOC) to the DHR Project Manager for routine billing issues.

The final payment under the contract will not be made until after certification is received from the Comptroller of the State that all taxes have been paid. Invoices for final payment shall be clearly marked as "FINAL" and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar

days from the TO Agreement termination date. DHR is not required to pay final invoices submitted more than 60 calendar days past the termination date of the TO Agreement.

The TO Contractor shall be paid according to the terms and conditions stated in this TORFP. However, as a general rule, the TO Contractor should expect payment in the following manner:

The TO Contractor shall be paid in the month following the completion and approval of a deliverable, milestone or task as described in the contract. Partially completed deliverables will not be accepted or paid unless written approval is obtained from the DHR Project Manager. If the TO Contractor fails to perform in a satisfactory and timely manner, the DHR Project Manager 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 under this contract.

Funding for any TO Agreement resulting from this TORFP is dependent upon appropriations from the Maryland General Assembly.

The Department reserves the right to reduce or withhold payment in the event the TO Contractor does not provide the Department with all required deliverables within the time frame specified in the contract or in the event that the TO Contractor otherwise materially breaches the terms and conditions of the contract.

Invoice shall be addressed to:

Deputy Chief Information Officer – Technical Services

Department of Human Resources

Office of Technology for Human Services

311 W Saratoga Street

Baltimore, MD 21201

2.11 MBE PARTICIPATION REPORTS

Monthly reporting of MBE participation is required in accordance with the terms and conditions of the CATS II Master Contract by the 15th day of each month. The TO Contractor shall provide a completed MBE Participation form (Attachment 2, Form D-5) to DHR at the same time the invoice copy is sent. The TO Contractor shall ensure that each MBE Subcontractor provides a completed MBE Participation Form (Attachment 2, Form D-6). Subcontractor reporting shall be sent directly from the subcontractor to DHR. DHR will monitor both the TO Contractor's efforts to achieve the MBE participation goal and compliance with reporting requirements. The TO Contractor shall email all completed forms, copies of invoices and checks paid to the MBE directly to the TO Procurement Officer and TO Manager.

In monitoring compliance, DHR may request information on payments made of all subcontractors or other information it deems relevant and necessary in determining compliance. Such information shall be furnished to DHR within two (2) days of DHR's request.

SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

Each Master Contractor receiving this CATS II TORFP must respond within the submission time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one of two possible responses: 1) a proposal along with a completed Master Contractor.

Feedback Form; or 2) a Master Contractor Feedback Form only. The feedback form helps the State understand for future contract development why Master Contractors did or did not submit proposals. The form is accessible via the CATS II Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu.

3.2 FORMAT

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

3.2.1 TECHNICAL PROPOSAL

A. Proposed Services

1. Executive Summary: A high level overview of the Master Contractor's understanding of the background, purpose, and objectives of the TORFP. The Executive Summary shall summarize the Master Contractor's capabilities and experience, and summarize the proposed methodology and solution for achieving the objectives of the TORFP.
2. A detailed description of the proposed personnel and how the proposed team will efficiently meet the requirements of the TORFP including an understanding of a blended team to cover activities that may not require a dedicated resource.
3. Assumptions: A description of any assumptions formed by the Master Contractor in developing the Technical Proposal. Master Contractors should avoid assumptions that counter or constitute exceptions to TORFP terms and conditions.
4. Proposed Tools: A description of any tools, for example, non-proprietary hardware and/or software applications that will be used to facilitate the work.

B. Proposed Personnel

1. Identify and provide resumes for all proposed personnel by labor category. The resume should feature prominently the proposed personnel's skills and experience as they relate to the Master Contractor's proposed solution and Section 2 – Scope of Work.
2. Certification that all proposed personnel meet the minimum required qualifications and possess the required certifications in accordance to Section 2.8.
3. Provide the names and titles of the Master Contractor's management staff who will supervise the personnel and quality of services rendered under this TO Agreement.
4. Complete and provide, at the interview, Attachment 5 – Labor Classification Personnel Resume Summary.
5. MBE Participation

- a. Submit completed MBE documents Attachment 2 - Forms D-1 and D-2.
- b. Identify all proposed subcontractors, including MBEs, and their roles in the performance of Section 2 - Scope of Work

C. Master Contractor Experience and Capabilities

1. The TO Contractor will supply at least three (3) and no more than five (5) letters of reference from current or past clients. 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. Provide up to three (3) examples of projects or contracts the Master Contractor has completed that were similar to Section 2 - Scope of Work. Two (2) must be references as defined in item 2 above. 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.
3. 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 (5) 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
 - e. Master Contractor is no longer providing the services, explain why not
 - f. Dollar value of the contract.
 - g. Whether the contract was terminated before the original expiration date.
 - h. Whether any renewal options were not exercised.
 - i. 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.

D. Confidentiality

1. A Master Contractor should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon

request, should not be disclosed by the State under the Public Information Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. Contractors are advised that, upon request for this information from a third party, the TO Procurement Officer will be required to make an independent determination regarding whether the information may be disclosed.

3.2.2 FINANCIAL RESPONSE

- A. A description of any assumptions on which the Master Contractor's Financial Proposal is based (Assumptions shall not constitute conditions, contingencies, or exceptions to the price proposal);
- B. Attachment 1 and / or 1A - Completed Financial Proposal, including:
 - 1. Each activity for which a price or hours has been requested will be used for evaluation purposes to arrive at a ranking of highest to lowest.

SECTION 4 – TASK ORDER AWARD PROCESS

4.0 OVERVIEW

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

4.1 TECHNICAL PROPOSAL EVALUATION CRITERIA

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

1. Understanding of the Work
2. Proposed Approach to Accomplishing the Work
3. Proposed Personnel
4. Contractor Qualifications
5. References

4.2 SELECTION PROCEDURES

TO Proposals will be assessed throughout the evaluation process for compliance with the minimum personnel qualifications in Section 2.7 and quality of responses to Section 3.2 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 email notice from the TO Procurement Officer of not being selected to perform the work.

Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.

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.

4.3 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

Commencement of work in response to a TO Agreement shall be initiated only upon issuance of a fully executed TO Agreement, a Non-Disclosure Agreement (To Contractor), a Purchase Order, and by a Notice to Proceed authorized by the TO Procurement Officer. See Attachment 7 - Notice to Proceed (sample).

ATTACHMENT 1 –PRICE PROPOSAL

OTHS/OTHS-11-002-S PO N00B9200643

LABOR CATEGORIES

Labor Categories		A	B	C
	TORFP Reference	Hourly Labor Rate	Total Estimated Class Hours	Total Proposed CATS II TORFP Price
(Agency to insert description of work and number of hours actual or for financial evaluation. Master Contractor to insert Proposed labor categories for this TORFP)				
Middle Tier Network Administrator	(See Section 2.4.2.A)	\$	3200	\$
Middle Tier Network Administrator	(See Section 2.4.2.A)	\$	3200	\$
Middle Tier Network Administrator	(See Section 2.4.2.A)	\$	3200	\$
Desktop Support and Network Administrator	(See Section 2.4.2.B)	\$	3200	\$
Desktop Support and Network Administrator	(See Section 2.4.2.B)	\$	3200	\$
Desktop Support and Network Administrator	(See Section 2.4.2.B)	\$	3200	\$
Group Wise Administrator	(See Section 2.4.2.C)	\$	3200	\$
Data Center Operations Manager	(See Section 2.4.2.D)	\$	3200	\$
System Security Engineer	(See Section 2.4.2.E)	\$	3200	\$
Novell Zenworks Engineer	(See Section 2.4.2.F)	\$	3200	\$
Senior Level System Administrator	(See Section 2.4.2.G)	\$	3200	\$
Senior Level System Administrator	(See Section 2.4.2.G)	\$	3200	\$
Asset Management	(See Section 2.4.2.H)	\$	3200	\$
Voice over IP (VoIP) Engineer	(See Section 2.4.2.I)	\$	3200	\$
Senior Network Engineer	(See Section 2.4.2.J)	\$	3200	\$
Senior Network Engineer	(See Section 2.4.2.J)	\$	3200	\$
Documentation Specialist	(See Section 2.4.2.K)	\$	3200	\$
Project Coordinator/Manager	(See Section 2.4.2.L)	\$	3200	\$
System Support – Help Desk	(See Section 2.4.2.M)	\$	3200	\$
Total (Base Year) Evaluated Price				\$

Authorized Individual Name

Company Name

Title

Company Tax ID #

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

SUBMIT AS A .PDF FILE WITH THE FINANCIAL RESPONSE

ATTACHMENT 1A –PRICE PROPOSAL

OTHS/OTHS-11-002-S PO N00B9200643

LABOR CATEGORIES

Labor Categories		A	B	C
	TORFP Reference	Hourly Labor Rate	Total Estimated Class Hours	Total Proposed CATS II TORFP Price
(Agency to insert description of work and number of hours actual or for financial evaluation. Master Contractor to insert Proposed labor categories for this TORFP)				
Middle Tier Network Administrator	(See Section 2.4.2.A)	\$	3200	\$
Middle Tier Network Administrator	(See Section 2.4.2.A)	\$	3200	\$
Middle Tier Network Administrator	(See Section 2.4.2.A)	\$	3200	\$
Desktop Support and Network Administrator	(See Section 2.4.2.B)	\$	3200	\$
Desktop Support and Network Administrator	(See Section 2.4.2.B)	\$	3200	\$
Desktop Support and Network Administrator	(See Section 2.4.2.B)	\$	3200	\$
Group Wise Administrator	(See Section 2.4.2.C)	\$	3200	\$
Data Center Operations Manager	(See Section 2.4.2.D)	\$	3200	\$
System Security Engineer	(See Section 2.4.2.E)	\$	3200	\$
Novell Zenworks Engineer	(See Section 2.4.2.F)	\$	3200	\$
Senior Level System Administrator	(See Section 2.4.2.G)	\$	3200	\$
Senior Level System Administrator	(See Section 2.4.2.G)	\$	3200	\$
Asset Management	(See Section 2.4.2.H)	\$	3200	\$
Voice over IP (VoIP) Engineer	(See Section 2.4.2.I)	\$	3200	\$
Senior Network Engineer	(See Section 2.4.2.J)	\$	3200	\$
Senior Network Engineer	(See Section 2.4.2.J)	\$	3200	\$
Documentation Specialist	(See Section 2.4.2.K)	\$	3200	\$
Project Coordinator/Manager	(See Section 2.4.2.L)	\$	3200	\$
System Support – Help Desk	(See Section 2.4.2.M)	\$	3200	\$
Total (Option Year 1) Evaluated Price				\$

Authorized Individual Name

Company Name

Title

Company Tax ID #

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

SUBMIT AS A .PDF FILE WITH THE FINANCIAL RESPONSE

ATTACHMENT 1B –PRICE PROPOSAL

OTHS/OTHS-11-002-S PO N00B9200643

LABOR CATEGORIES

Labor Categories	TORFP Reference	A	B	C
		Hourly Labor Rate	Total Estimated Class Hours	Total Proposed CATS II TORFP Price
(Agency to insert description of work and number of hours actual or for financial evaluation. Master Contractor to insert Proposed labor categories for this TORFP)				
Middle Tier Network Administrator	(See Section 2.4.2.A)	\$	3200	\$
Middle Tier Network Administrator	(See Section 2.4.2.A)	\$	3200	\$
Middle Tier Network Administrator	(See Section 2.4.2.A)	\$	3200	\$
Desktop Support and Network Administrator	(See Section 2.4.2.B)	\$	3200	\$
Desktop Support and Network Administrator	(See Section 2.4.2.B)	\$	3200	\$
Desktop Support and Network Administrator	(See Section 2.4.2.B)	\$	3200	\$
Group Wise Administrator	(See Section 2.4.2.C)	\$	3200	\$
Data Center Operations Manager	(See Section 2.4.2.D)	\$	3200	\$
System Security Engineer	(See Section 2.4.2.E)	\$	3200	\$
Novell Zenworks Engineer	(See Section 2.4.2.F)	\$	3200	\$
Senior Level System Administrator	(See Section 2.4.2.G)	\$	3200	\$
Senior Level System Administrator	(See Section 2.4.2.G)	\$	3200	\$
Asset Management	(See Section 2.4.2.H)	\$	3200	\$
Voice over IP (VoIP) Engineer	(See Section 2.4.2.I)	\$	3200	\$
Senior Network Engineer	(See Section 2.4.2.J)	\$	3200	\$
Senior Network Engineer	(See Section 2.4.2.J)	\$	3200	\$
Documentation Specialist	(See Section 2.4.2.K)	\$	3200	\$
Project Coordinator/Manager	(See Section 2.4.2.L)	\$	3200	\$
System Support – Help Desk	(See Section 2.4.2.M)	\$	3200	\$
Total (Option Year 2) Evaluated Price				\$

Authorized Individual Name

Company Name

Title

Company Tax ID #

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

SUBMIT AS A .PDF FILE WITH THE FINANCIAL RESPONSE

ATTACHMENT 1C – PRICE PROPOSAL

OTHS/OTHS-11-002-S PO N00B9200643

LABOR CATEGORIES

Labor Categories	TORFP Reference	A	B	C
		Hourly Labor Rate	Total Estimated Class Hours	Total Proposed CATS II TORFP Price
(Agency to insert description of work and number of hours actual or for financial evaluation. Master Contractor to insert Proposed labor categories for this TORFP)				
Middle Tier Network Administrator	(See Section 2.4.2.A)	\$	1300	\$
Middle Tier Network Administrator	(See Section 2.4.2.A)	\$	1300	\$
Middle Tier Network Administrator	(See Section 2.4.2.A)	\$	1300	\$
Desktop Support and Network Administrator	(See Section 2.4.2.B)	\$	1300	\$
Desktop Support and Network Administrator	(See Section 2.4.2.B)	\$	1300	\$
Desktop Support and Network Administrator	(See Section 2.4.2.B)	\$	1300	\$
Group Wise Administrator	(See Section 2.4.2.C)	\$	1300	\$
Data Center Operations Manager	(See Section 2.4.2.D)	\$	1300	\$
System Security Engineer	(See Section 2.4.2.E)	\$	1300	\$
Novell Zenworks Engineer	(See Section 2.4.2.F)	\$	1300	\$
Senior Level System Administrator	(See Section 2.4.2.G)	\$	1300	\$
Senior Level System Administrator	(See Section 2.4.2.G)	\$	1300	\$
Asset Management	(See Section 2.4.2.H)	\$	1300	\$
Voice over IP (VoIP) Engineer	(See Section 2.4.2.I)	\$	1300	\$
Senior Network Engineer	(See Section 2.4.2.J)	\$	1300	\$
Senior Network Engineer	(See Section 2.4.2.J)	\$	1300	\$
Documentation Specialist	(See Section 2.4.2.K)	\$	1300	\$
Project Coordinator/Manager	(See Section 2.4.2.L)	\$	1300	\$
System Support – Help Desk	(See Section 2.4.2.M)	\$	1300	\$
Total (Final Option Period) Evaluated Price				\$

Authorized Individual Name

Company Name

Title

Company Tax ID #

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

SUBMIT AS A .PDF FILE WITH THE FINANCIAL RESPONSE

ATTACHMENT 1D –PRICE PROPOSAL

OTHS/OTHS-11-002-S PO N00B9200643

LABOR CATEGORIES

	Total Proposed CATS II TORFP Price
TO Contractor shall provide Technical Operations Support Services	\$
Base Year Total	\$
Option Year 1	\$
Option Year 2	\$
Final Option Period (Not to exceed May 31, 2014)	\$
Total (Base Year + All Options)	\$

Authorized Individual Name

Company Name

Title

Company Tax ID #

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

SUBMIT AS A .PDF FILE WITH THE FINANCIAL RESPONSE

ATTACHMENT 2 MINORITY BUSINESS ENTERPRISE FORMS

TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING REQUIREMENTS

CATS II TORFP OTHS/OTHS 11-002-S PO # N00B9200643

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

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

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 1

CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT

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

In conjunction with the offer submitted in response to TORFP No OTHS/OTHS-11-002. **PO N00B9200643**, I affirm the following:

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

OR

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

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

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

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

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

Offeror Name

Signature of Affiant

Printed Name, Title

Address

Date

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 2

MINORITY BUSINESS ENTERPRISE PARTICIPATION SCHEDULE

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

TO Prime Contractor (Firm Name, Address, Phone)	Task Order Description
Task Order Agreement Number OTHS/OTHS-11-002 PO N00B9200643	
List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

USE ATTACHMENT D-2 CONTINUATION PAGE AS NEEDED

SUMMARY

TOTAL MBE PARTICIPATION: _____%

TOTAL WOMAN-OWNED MBE PARTICIPATION: _____%

TOTAL AFRICAN AMERICAN-OWNED MBE PARTICIPATION: _____%

Document Prepared By: (please print or type)

Name: _____ Title: _____

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 2

MINORITY BUSINESS ENTERPRISE PARTICIPATION SCHEDULE (CONTINUED)

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

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 4

SUBCONTRACTOR PROJECT PARTICIPATION STATEMENT

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

Provided that _____ is awarded the TO Agreement in
(Prime TO Contractor Name)

conjunction with TORFP No OTHS/OTHS-11-02 PO N00B9200643, it and

_____,

(Subcontractor Name)

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

(Describe work to be performed by MBE):

.. No bonds are required of Subcontractor

.. The following amount and type of bonds are required of Subcontractor:

By:

Prime Contractor Signature Subcontractor Signature

Name Name

Title Title

Date Date

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

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 5

MINORITY BUSINESS ENTERPRISE PARTICIPATION SUBCONTRACTOR PAID/UNPAID INVOICE REPORT

Report #: _____ Reporting Period (Month/Year): ____/_____ Report Due By the 15th of the following Month.	CATS II TORFP # OTHS/OTHS-11-02 PO N00B9200643 Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____	
MBE Subcontractor Name:		
MDOT Certification #:		
Contact Person:		
Address:		
City:	State:	ZIP:
Phone:	FAX:	
Subcontractor Services Provided:		
List all payments received from Prime TO Contractor during reporting period indicated above. 1. 2. 3. Total Dollars Paid: \$ _____	List dates and amounts of any unpaid invoices over 30 days old. 1. 2. 3. Total Dollars Unpaid: \$ _____	
Prime TO Contractor:		
Contact Person:		

Return one copy of this form to the following address:

Kenyatta Powers, TO MANAGER Office of Technology for Human Services 311 West Saratoga Street Baltimore MD 21201 KPowers@dhr.state.md.us	Shawn Parker, TO PROCUREMENT OFFICER Office of Technology for Human Services 311 West Saratoga Street Baltimore MD 21201 SParker3@dhr.state.md.us
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SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 6

MINORITY BUSINESS ENTERPRISE PARTICIPATION SUBCONTRACTOR PAID/UNPAID INVOICE REPORT

Report #: _____ Reporting Period (Month/Year): ____/____ Report Due By the 15th of the following Month.	CATS II TORFP # OTHS/OTHS 11-002 PO N00B9200643 Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____	
MBE Subcontractor Name: _____		
MDOT Certification #: _____		
Contact Person: _____		
Address: _____		
City: _____	State: _____	ZIP: _____
Phone: _____	FAX: _____	
Subcontractor Services Provided: _____		
List all payments received from Prime TO Contractor during reporting period indicated above. 1. _____ 2. _____ 3. _____ Total Dollars Paid: \$ _____	List dates and amounts of any unpaid invoices over 30 days old. 1. _____ 2. _____ 3. _____ Total Dollars Unpaid: \$ _____	
Prime TO Contractor: _____ Contact Person: _____		

Return one copy of this form to the following address:

Kenyatta Powers, TO MANAGER Office of Technology for Human Services 311 West Saratoga Street Baltimore MD 21201 KPowers@dhr.state.md.us	Shawn Parker, TO PROCUREMENT OFFICER Office of Technology for Human Services 311 West Saratoga Street Baltimore MD 21201 SParker3@dhr.state.md.us
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Signature: _____ Date: _____

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

ATTACHMENT 3 – TASK ORDER AGREEMENT

CATS II TORFP# OTHS/OTHS-11-02 PO N00B9200643 OF MASTER CONTRACT #060B9800035

This Task Order Agreement (“TO Agreement”) is made this day of Month, 2011X by and between Task Order Contractor (TO Contractor) and the STATE OF MARYLAND, Department of Human Resources/TO Requesting Agency.

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 Requesting Agency, as identified in the CATS II TORFP # PO N00B9200643.
 - b. “CATS II TORFP” means the Task Order Request for Proposals # PO N00B9200643, dated MONTH DAY, YEAR, including any addenda.
 - c. “Master Contract” means the CATS II Master Contract between the Maryland Department of Information Technology and TO Contractor dated xxx 2011.
 - d. “TO Procurement Officer” means TO Procurement Officer. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
 - e. “TO Agreement” means this signed TO Agreement between TO Requesting Agency and TO Contractor.
 - f. “TO Contractor” means the CATS II Master Contractor awarded this TO Agreement, whose principal business address is _____ and whose principal office in Maryland is _____.
 - g. “TO Manager” means TO Manager of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
 - h. “TO Proposal - Technical” means the TO Contractor’s technical response to the CATS II TORFP dated date of TO Proposal – Technical.
 - i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS II TORFP dated date of TO Proposal - Financial.
 - j. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.
2. Scope of Work
 - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supersede the Master Contract.
 - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS II TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is

any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:

- a. The TO Agreement,
- b. Exhibit A – CATS II TORFP
- c. Exhibit B – TO Proposal-Technical
- d. Exhibit C – TO Proposal-Financial

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

3. Time for Performance

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS II TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of **insert time for performance**, commencing on the date of Notice to Proceed and terminating on **Month Day, Year**.

4. Consideration and Payment

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

may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer.

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

TO Contractor Name

By: Type or Print TO Contractor POC Date _____

Witness: _____

STATE OF MARYLAND, OFFICE OF TECHNOLOGY FOR HUMAN SERVICES

By: **insert name**, Chief Information Officer Date _____

Witness: _____

ATTACHMENT 4 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

- A) "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.
- B) "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, Offeror, Contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.
- C) The bidder or Offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.
- D) The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):
- E) The bidder or Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or Offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or Offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

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

Date: _____ By: _____

(Authorized Representative and Affiant)

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 5 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY

INSTRUCTIONS:

1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 060B9800035.
2. Only labor categories proposed in the Master Contractors 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 6 – DIRECTIONS
TO THE PRE-TO PROPOSAL CONFERENCE
DIRECTIONS TO SARATOGA STATE CENTER (SSC)

311 W. SARATOGA STREET
BALTIMORE, MD 21201
(Between Eutaw and Howard Streets)

From the South

- Take I-95 North toward BALTIMORE
- Stay on I-95 North and merge onto I-395 North via EXIT 53 toward DOWNTOWN/M. L. KING BLVD
- I-395 North becomes S. HOWARD ST.
- Turn LEFT onto W. SARATOGA ST.
- End at 311 W. Saratoga St. Baltimore, MD 21201
- Proceed through main entrance to first floor security desk and present a current, valid, state-issued photo ID

From the North

- Take I-95 South toward BALTIMORE
- Stay on I-95 South and merge onto I-395 North via EXIT 53 toward DOWNTOWN/M. L. KING BLVD
- I-395 North becomes S. HOWARD ST.
- Turn LEFT onto W. SARATOGA ST.
- End at 311 W. Saratoga St. Baltimore, MD 21201
- Proceed through main entrance to first floor security desk and present a current, valid, state-issued photo ID

From the West

- Take I-70 East to intersection of I-70 and I-695.
- Take I-695 toward I-95/NEW YORK/TOWSON/BALTIMORE/GLEN BURNIE.
- Merge onto I-95 North via EXIT 11A toward BALTIMORE.
- Merge onto I-395 North via EXIT 53 toward M. L. KING BLVD/DOWNTOWN.
- I-395 North becomes S. HOWARD ST.
- Turn LEFT onto W. SARATOGA ST.
- End at 311 W. Saratoga St. Baltimore, MD 21201
- Proceed through main entrance to first floor security desk and present a current, valid, state-issued photo ID

ATTACHMENT 7 – NOTICE TO PROCEED

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS II Task Order Agreement #**PO N00B9200643**

Dear **TO Contractor Contact**:

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

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

Sincerely,

TO Procurement Officer

Task Order Procurement Officer

Enclosures (2)

cc: **TO Manager**

Procurement Liaison Office, Department of Information Technology

Project Management Office, Department of Information Technology

ATTACHMENT 8 – AGENCY RECEIPT OF DELIVERABLE FORM

I acknowledge receipt of the following:

TORFP Title: **Project Name for TORFP**

TO Agreement Number: **#PO N00B9200643**

Title of Deliverable: _____

TORFP Reference Section # _____

Deliverable Reference ID # _____

Name of TO Manager: **TO Manager**

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 2.5 OF THE TORFP.

ATTACHMENT 9 – AGENCY ACCEPTANCE OF DELIVERABLE FORM

Agency Name: TO Requesting Agency

TORFP Title: TORFP Project Name

TO Manager: TO Manager and Phone Number

To:

The following deliverable, as required by TO Agreement #PO N00B9200643, 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 2.5 OF THE TORFP.

ATTACHMENT 10 – 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 #**PO N00B9200643** for **TORFP Project Name**. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to _____. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as “Confidential Information”. As a condition for its receipt and access to the Confidential Information described in Section 1.7 of the TORFP, OFFEROR agrees as follows:

1. OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received under Section 1.7, except in connection with the preparation of its TO Proposal.
2. Each employee or agent of the OFFEROR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the OFFEROR shall provide originals of such executed Agreements to the State. Each employee or agent of the OFFEROR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the OFFEROR.
3. OFFEROR shall return the Confidential Information to the State within five business days of the State’s Notice of recommended award. If the OFFEROR does not submit a Proposal, the OFFEROR shall return the Confidential Information to **TO Procurement Officer, TO Requesting Agency** 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 11 – 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 Requesting Agency** (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 **TORFP Title** TORFP No. **PO N00B9200643** dated **release date for TORFP**, (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:

Department of Human Resources

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

ATTACHMENT 12 – 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>	

C) Is the Master Contractor providing timesheets or other appropriate documentation to support invoices?

Yes No (If no, explain why) _____

Section 3 – Substitution of Personnel

A) Has there been any substitution of personnel?

Yes No (If no, skip to Section 4.)

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

Yes No (If no, explain why) _____

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

Yes No (If no, explain why) _____

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

Yes No (If no, explain why) _____

Section 4 – MBE Participation

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

_____ %

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

Yes No (If no, explain why) _____

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

_____ %

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

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

Yes No (If no, explain why) _____

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

Yes No

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

Section 5 – TO Change Management

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

Yes No (If no, explain why) _____

B) Does the change management procedure include the following?

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

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

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

C) Have any change orders been executed?

Yes No

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

D) Is the change management procedure being followed?

Yes No **(If no, explain why)** _____

EXHIBIT A

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

Printed Name and Address
of Employee or Agent

Signature

Date

Latest Update: July 28th, 2009