



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

Enterprise Support

CATS II TORFP Project Q00B14000011

Small Business Reserve (10% MBE)

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

Issue Date: August 11th, 2011

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## KEY INFORMATION SUMMARY SHEET

This Consulting and Technical Services II (CATS II) Task Order Request for Proposals (TORFP) is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. All 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.

<b>TORFP Title:</b>	DPSCS Enterprise Support
<b>Functional Area:</b>	Functional Area 6
<b>TORFP Issue Date:</b>	August 11th, 2011
<b>Closing Date and Time:</b>	September 6 <sup>th</sup> , 2011 at 2:00 P.M.
<b>TORFP Issuing Agency:</b>	Department of Public Safety and Correctional Services Information Technology and Communications Division
<b>Send Questions and Proposals to:</b>	Phillip Peay <a href="mailto:ppeay@dpscs.state.md.us">ppeay@dpscs.state.md.us</a>
<b>TO Procurement Officer:</b>	Phillip Peay Office Phone Number: 410-585-3162 Office FAX Number: 410-358-8671 <a href="mailto:ppeay@dpscs.state.md.us">ppeay@dpscs.state.md.us</a>
<b>TO Manager:</b>	Randy Reynolds Office Phone Number: 410-585-3825 Office FAX Number: 410-358-8671 <a href="mailto:rreynolds@dpscs.state.md.us">rreynolds@dpscs.state.md.us</a>
<b>TO Project Number:</b>	Q00B1400011
<b>TO Type:</b>	Time and Material & Fixed Price/Indefinite Quantity
<b>Period of Performance:</b>	October 3 <sup>rd</sup> , 2011- May 31 <sup>st</sup> , 2014
<b>MBE Goal:</b>	10%
<b>Small Business Reserve (SBR):</b>	Yes
<b>Primary Place of Performance:</b>	Department of Public Safety and Correctional Services, ITCD

	6776 Reisterstown Road Suite 209, Baltimore, MD. 21215,
<b>TO Pre-proposal Conference:</b>	DPSCS/ITCD 6776 Reisterstown Road Conference Room Suite #200 August 19 <sup>th</sup> , 2011 at 10:00 A.M. See Attachment 6 for directions.

## SECTION 1 - ADMINISTRATIVE INFORMATION

### 1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement (TOA) scope issues, and for authorizing any changes to the TOA. See Section 2.3 of Attachment 3, Sample Task Order Agreement, for information on change orders.

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

### 1.2 TO AGREEMENT

Based upon an evaluation of TO Proposal responses, a Master Contractor will be selected to conduct the work defined in Section 2 - Scope of Work. A specific 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 DPSCS ITCD. The TO Proposal is to be submitted via e-mail as two attachments in MS Word format 97-2003. The "subject" line in the e-mail submission shall state the TORFP # Q00B1400011 and must not exceed 8 Megabytes of size. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS II TORFP Q00B1400011 Technical". The second file will be the financial response to this CATS II TORFP and titled, "CATS II TORFP # Q00B1400011 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
- Attachment 10 – Living Wage Affidavit of Agreement

### 1.4 ORAL PRESENTATIONS/INTERVIEWS

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

### 1.5 MINORITY BUSINESS ENTERPRISE (MBE)

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. **Failure of the Master Contractor to complete, sign, and submit all required MBE documentation at the time it submits its TO Proposal will result in the State's rejection of the Master Contractor's TO Proposal.**

## **1.6 CONFLICT OF INTEREST**

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

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

## **1.7 NON-DISCLOSURE AGREEMENT**

Certain system documentation may be available for potential Offerors to review at a reading room at the Office of Procurement, 6776 Reisterstown Road, Baltimore, Maryland 21215. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement in the form of Attachment 7. Please contact the TO Procurement Officer of this TORFP to schedule an appointment.

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

## **1.8 LIMITATION OF LIABILITY CEILING**

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

## **1.9 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES**

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

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

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

### **2.1 PURPOSE AND BACKGROUND**

#### **2.1.1 PURPOSE**

The Department of Public Safety and Correctional Services/Information Technology and Communications Division (DPSCS/ITCD), is issuing this CATS II TORFP to obtain a TO Contractor to provide a technical staff that consists of three ( 3 ) Junior Network Technicians for on-site maintenance and repair services for personal computer system units, laptops, printers, scanners and other related peripherals and software. In addition, the TO Contractor will provide installation services for new and replacement personal computer system units, laptops, printers, scanners and other related peripherals and software. The installation will range from small deployment of one to five units up to assisting DPSCS with deployment of several hundred units.

#### **2.1.2 REQUESTING AGENCY BACKGROUND**

DPSCS/ITCD is responsible for providing technical expertise in the area of design, maintenance, repair and installation of computers to the DPSCS user community throughout the State of Maryland. We ensure DPSCS computer equipment is functional, mitigate risks presented by downtime, and execute repairs in a timely manner. It is our responsibility to ensure systems are kept up-to-date with the latest useful technology available. Along with this responsibility is the periodic need to replace broken, un-repairable equipment and outdated equipment.

### **2.2 ROLES and RESPONSIBILITIES**

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

The TO Contractor Manager will manage and coordinate all TO Contractor activities required by this TORFP. The TO Contractor Manager will oversee the activities and performance of the TO Contractor support personnel provided by the Master Contractor in support of this project. A TO Contractor primary point of contact for the project shall be identified by the TO Contractor.

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 completion of the Scope of Work.

### **2.3 TO CONTRACTOR REQUIRMENTS**

#### **2.3.1 SERVICE LEVEL AGREEMENT**

- The TO Contractor shall provide a toll free telephone number to be used by ITCD Call Center for placing service calls.
- The TO Contractor shall provide live-voice response to the Call Center's calls as depicted in the Service Level Agreement. The TO Contractor shall have access via pager and/or cell phone to its



technical support and field personnel so that the required technical support personnel may be contacted regardless of location.

<b>Service Levels</b>	<b>Phone Response</b>	<b>On-Site Response</b>	<b>Response Availability</b>	<b>Resolution Time</b>	<b>Comments</b>
Normal	1 hour	1 work day	5 days/week, Mon-Fri, 8AM-5PM	Complete all repairs within two (2) working days	On-site response to calls after 1PM may be by 9AM the next morning

### **2.3.2 TECHNICAL REQUIREMENTS**

2.3.3.1 The TO Contractor shall perform on-site diagnostics, maintenance and repair services for hardware utilized listed in Attachment 13 by the locations listed in Attachment 14.

- TO Contractor shall perform onsite analysis, diagnosis, and resolution of complex desktop problems for end users, and recommend and implement corrective solutions.
- TO Contractor shall install, configure, test, maintain, monitor, and troubleshoot end-user workstations and related hardware and software.
- TO Contractor shall assess the need for and implement performance upgrades to PC boxes, including the installation of CPUs, I/O and NIC cards, hard disks, ribbon cables, hard drives, RAM, memory chips, CD-ROMs, and so on.
- TO Contractor shall receive and respond to incoming calls, pages, and/or e-mails regarding desktop problems.
- TO Contractor shall answer to and perform moves, additions, and changes (MAC) requests as they are submitted by line managers.
- The TO Contractor shall submit to the TO Manager a monthly status report of all task related activities by the 10th of each month. The reports will include but not be limited to: Any outstanding action items that the POC or TO Manager that need to be addressed. The TO Contractor and the TO Requesting Agency shall conduct monthly progress meetings.
- TO Contractor shall accurately document as part of the monthly status report instances of desktop equipment or component failure, repair, installation, and removal.
- TO Contractor shall, if necessary, liaise with third-party support and PC equipment vendors
- The TO Contractor shall utilize the Remedy Action Request System Web application (Mid-tier) to document and track all calls received from the ITCD Call Center. The State will provide the contractor with the application as well as the required format and field definitions. The ITCD Call Center will assign a “ticket

number” when placing a service call. The Contractor shall use the assigned “ticket number” for all tracking and billing purposes.

- The DPSCS Project Manager shall make a realistic determination to what rating an issue gets as far as service level. The Project Manager, at their sole discretion, shall determine the type of service level support depending on how critical the repair equipment is to the Department.
- The TO Contractor shall provide a call back to the Agency’s according the below service level expectations. The Contractor shall ensure the arrival of a service technician on-site within twenty-four (24) hours of being contacted by the Agency’s Call Center in case of normal service level support

2.3.3.2 The TO Contractor shall be responsible for supplying all necessary repair parts upon approval of the project manager. The Project Manager, in consultation with the TO Contractor will make a realistic determination on whether or not a part needs to be replaced, repaired, or sent back to the manufacturer if the part is still covered under warranty. All replacement and/or repair parts shall be **new and from the Original Equipment Manufacturer (OEM)**, or certified to be equivalent in quality and function by the OEM (in form of equivalent replacement list). All replacement parts must be warranted by the vendor for ninety (90) days or more if specified by the manufacturer after installation. Should it become necessary to replace a part covered by the warranty, all costs associated with the replacement must be borne by the TO Contractor without markup. Should it become necessary to replace a part not covered by the warranty, the agency must borne all cost associated with the replacement of hardware parts. The TO Contractor has provide the Agency with replaced parts at the MSRP discount listed on the price proposal (Attachment 1).

- If replacement parts are no longer manufactured and are not available as certified by the manufacturer to be equivalent or new, the TO Contractor shall certify, via email, the unavailability of the part or unit in an “equivalent or new” state and provide via fax or email, a written quotation to the Agency’s Contract Manager for obtaining a used and/or refurbished replacement part.
- The TO Contractor shall not procure any used or refurbished parts without the verbal and/or electronic (email) authorization of the Agency’s Contract Manager. Any verbal authorization will be documented via email immediately by the Agency’s Contract Manger. The TO Contractor shall acknowledge, in writing, the follow-up written direction.
- If the TO Contractor, at any time, determines that the cost of repairing any equipment shall exceed the original acquisition cost, the TO Contractor shall advise the State of such and request authorization (via email) from the DPSCS Project Manager prior to repairing said equipment.
- If the Agency elects not to repair any equipment that is the subject of a service call, the TO Contractor shall bill the Agency the hourly rate as proposed in the price sheet.

2.3.3.3 The TO Contractor shall be capable of furnishing all necessary services required to successfully complete all tasks and work requirements and produce high quality deliverables

described herein. The Master Contractor shall demonstrate, in its proposal, that it possesses such expertise in-house or has fostered strategic alliances with other firms for providing such services.

## 2.4 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES

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

- The State Information Technology Security Policy and Standards
- The State Information Technology Project Oversight
- The State of Maryland Enterprise Architecture
- The TO Contractor shall follow the project management methodologies that are consistent with the Project Management Institute’s Project Management Body of Knowledge Guide. TO Contractor’s staff and sub Contractors are to follow a consistent methodology for all TO activities.

## 2.5 TO CONTRACTOR MINIMUM QUALIFICATIONS

- The TO Contractor proposed staff must document a professional level of expertise with a minimum of three years of hands-on experience in the repair of computer hardware and operating software in a broad based environment. Minimum qualification will be validated based on experience in resume and/or references provided in TO Contractor’s Technical Proposal.
- The TO Contractor must provide a minimum of three years experience providing onsite hardware maintenance and support services to organizations similar in IT operating environment. See Attachment 13 which is the hardware and software list. Minimum qualification will be validated based on three examples of projects and/or State of Maryland Experience from TO Contractor’s Technical Proposal.
- Technical Qualifications/Certifications: All services shall be performed by the TO Contractor’s technicians who are qualified through factory, OEM training or certification for the make of equipment described in the Hardware Listing (Attachment 13) and have Computer Technology Industry Association (CompTIA) A+ Certification (hardware and operation systems technologies). Technicians qualifying credentials shall be made available to DPSCS if requested. Technicians shall be directly employed and supervised by the TO Contractor or subcontractor unless otherwise approved by the DPSCS. The DPSCS reserves the right to reject service technicians who in its judgment or opinion are not qualified to perform the work or do not conduct themselves in a professional manner.

**Experience:** The TO Contractor shall provide a technical staff that consists of three (3) Junior Network technicians that meet the below criteria. The Junior Network Technicians must all have:

- Current DCSE (Dell Certified Systems Expert) in Optiplex, Precision and Latitude models
- MCP (Microsoft Certified Professional)
- And Comptia A+ certification.

## 2.6 DELIVERABLES / ACCEPTANCE CRITERIA

The TO Contractor shall provide the below deliverables:

Upon completion of a deliverable, the TO Contractor shall document each deliverable in final form to the TO Manager for acceptance. The TO Manager shall countersign the Agency Receipt of Deliverable Form (Attachment 11) indicating receipt of the contents described therein.

A monthly status report of all task related activities shall be submitted to the TO Manager by the 10th of each month. The reports will include but not be limited to: Any outstanding action items that the POC or TO Manager that need to be addressed. The TO Contractor and the TO Requesting Agency shall conduct monthly progress meetings.

<b>Deliverable Description</b>	<b>Acceptance Criteria</b>
3 Junior Network Technicians - (1200) Hours of Computer Repair Services	As per Section 2.8 Performance Evaluation and Section 2.5 TO Contractor Minimum Qualifications
Monthly Status Report	<p>A Monthly Status Report shall be submitted 14 days in advance prior to the discussion to the TO Manager and shall contain, at a minimum, the following information:</p> <ul style="list-style-type: none"> <li>• TO Requesting Agency name, TO Agreement number, functional area name and number, reporting period and “Progress Report” to be included in the e-mail subject line.</li> <li>• Work accomplished during the monthly period referencing all DPSCS Ticket Numbers.</li> <li>• Provide serial numbers for replaced hardware.</li> <li>• Problem areas, including scope creep or deviation from the work plan.</li> <li>• Planned activities for the next reporting period.</li> <li>• Gantt chart updated from the original to show actual progress; as applicable, explanations for variances and plan for completion on schedule.</li> <li>• An accounting report for the current reporting period and a cumulative summary of the totals for both the current and previous reporting periods. The accounting report shall include amounts invoiced-to-date and paid-to-date.</li> </ul>

## **2.7 INVOICING**

Invoices shall be submitted monthly. Invoices will reflect cost for hours worked and parts indicated in monthly status reports in Deliverable Section 2.7. Upon verification and acceptance of the invoices by the TO Manager, payment will be made to the TO Contractor.

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.

### **2.7.1 INVOICE SUBMISSION PROCEDURE**

This procedure consists of the following requirements and steps:

- A) The invoice shall identify the TO Requesting Agency as the DPSCS/ITCD, deliverable description, associated TO Agreement number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number.
- B) The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing including detail of work)reference for employees and any subcontractor and signed Acceptance of Deliverable form – Attachment 12 for each deliverable being invoiced) submitted for payment to:

DPSCS/ITCD

Attention: Finance Unit,

6676 Reisterstown Road, Suite 211

Baltimore, Maryland 21215

- C) Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

## **2.8 PERFORMANCE EVALUATIONS**

TO Contractor personnel will be evaluated by the TO Manager on a quarterly basis for each assignment performed during that period. The established performance evaluation and standards is included as Exhibit B. Depending upon the severity of the performance concern, the TO Manager reserves the right to forego mitigation and request removal of the individual whose performance is at issue. However, the TO Manager retains the discretion to determine if mitigation applies. Performance issues identified by the TO Manager and subject to the mitigation process are described in Section 2.9.

## **2.9 MITIGATION FOR NON-PERFORMANCE**

In the event that during the semi-annual or as-needed performance evaluation, DPSCS has determined that the TO Contractor's performance is unacceptable or less than satisfactory, the mitigation process is as follows:

1. The TO Manager will notify the TO Contractor in writing describing the performance deficiencies and delineating specific remediation requirements. The TO Manager may use email communication to initiate mitigation activities, however, the TO Manager will also follow up with a letter delivered via fax or mail.
2. The TO Contractor will have a reasonable and defined period of time to respond with a written remediation plan. Email may be used for submission of the plan to the TO Manager, however, it is expected that the TO Contractor will deliver a hard copy of the remediation plan to the TO Manager or designee to assure compliance with the provided response timeframe.
3. Upon receipt of the plan, the TO Manager shall have no less than three (3) business days to review and comment or approve. Once approved, the remediation plan will be implemented and monitored for performance improvement. Failure of the TO Manager to approve the plan within the (3) business days, shall not be construed as approval of the plan.
4. Should performance issues persist, the TO Manager reserves the right to provide written notice to the TO Contractor outlining an acceptable timeframe to identify and present a replacement candidate.

Regardless of the origin of the replacement request, replacement personnel must have qualifications equal to or greater than that of the non-performing person initially proposed and evaluated and accepted in the TO Agreement. In all instances, the TO Manager will determine the amount of time the TO Contractor has to provide a replacement.

## **2.10 SUBSTITUTION OF PERSONNEL**

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

## **2.11 MBE PARTICIPATION REPORTS**

The MBE Participation goal for this TORFP is 10%. 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 the project manager and to the MBE office at the same time the invoice copy is sent. The TO Contractor shall ensure that each MBE Sub TO Contractor provides a completed MBE Participation Form (Attachment 2, Form D-6). Sub TO Contractor reporting shall be sent directly from the sub TO Contractor to the project manager and to the MBE office. The project manager and the MBE Office 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.

## **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 or two possible responses: 1) a proposal and/or 2) a completed Master Contractor Feedback form submitted electronically via the CATS II web site explaining why the Master Contractor will not be submitting a proposal. The form is accessible via, your CATS II Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu.

### **3.2 FORMAT**

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

#### **3.2.1 THE TECHNICAL PORTION OF THE TO PROPOSAL SHALL INCLUDE**

##### **A) Proposed Services – Work Plan**

- 1) Requirements: A detailed discussion of the Master Contractor's understanding of the work and the Master Contractor's capabilities, approach and solution to address the requirements outlined in Section 2.
- 2) Assumptions: A description of any assumptions formed by the Master Contractor in developing the Technical Proposal.
- 3) Risk Assessment: An assessment of any risks inherent in the work requirements and actions to mitigate these risks.
- 4) Proposed Tools: A description of all proposed tools 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 highlight the proposed personnel's applicable responsibilities and accomplishments as they relate to the requirements of this TORFP.
- 2) Certification that all proposed personnel meet the minimum required qualifications and possess the required certifications in accordance to Section 2.5.
- 3) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TO Agreement.
- 4) Complete and provide, at the interview, Attachment 5 – Labor Classification Personnel Resume Summary.

##### **C) MBE Participation**

- 1) Submit completed MBE documents Attachment 2 - Forms D-1 and D-2.

##### **D) Subcontractors**

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

#### E) Master Contractor and Subcontractor Experience and Capabilities

- 2) Provide three examples of projects that you have completed that were similar in scope to the one defined in this TORFP Scope of Work. Each of the three examples must include a reference, to be provided at the interview, complete with the following:
  - a) Name of organization.
  - b) Name, title, and telephone number of point-of-contact for the reference.
  - c) The type and duration of contract supporting the reference.
  - d) The services provided scope of the contract and performance objectives satisfied as they relate to the scope of this TORFP.
  - e) Whether the Master Contractor is still providing these services and, if not, an explanation of why it is no longer providing the services to the client organization.
- 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 years with any government entity of the State of Maryland. For each identified contract, the Master Contractor shall provide:
  - a) The State contracting entity.
  - b) A brief description of the services/goods provided.
  - c) The dollar value of the contract.
  - d) The term of the contract.
  - e) Whether the contract was terminated prior to the specified original contract termination date.
  - f) Whether any available renewal option was not exercised.
  - g) The State employee contact person (name, title, telephone number and e-mail address).

This information will be considered as part of the experience and past performance evaluation criteria in the TORFP.

#### F) Proposed Facility

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

#### G) State Assistance

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

#### H) Confidentiality

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

### **3.2.2 THE FINANCIAL RESPONSE OF THE TO PROPOSAL SHALL INCLUDE**

- A) A description of any assumptions on which the Master Contractor's Financial Proposal is based



(Assumptions shall not constitute conditions, contingencies, or exceptions to the price proposal);

B) Attachment 1 - Completed Financial Proposal with MSRP discount.

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

## **SECTION 4 - PROCEDURE FOR AWARDING A TASK ORDER AGREEMENT**

### **4.1 EVALUATION CRITERIA**

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

### **4.2 TECHNICAL CRITERIA**

The criteria to be applied to each technical proposal are listed in descending order of importance.

- The Offeror's ability to meet the scope of work and requirements as outlined in Section 2.3 of the TORFP.
- The skills and qualifications of the Offeror's personnel to be assigned to the specific project and their ability to meet each deliverable.
- Demonstrated past experience with Dell Optiplex, Precision and Latitude models, Microsoft Products, and Comptia A+.
- Current DCSE (Dell Certified Systems Expert) in Optiplex, Precision and Latitude models, MCP (Microsoft Certified Professional), and Comptia A+ certification.

### **4.3 SELECTION PROCEDURES**

- 4.3.1 TO Proposals will be assessed throughout the evaluation process for compliance with the Offeror's personnel qualifications in Section 2.6 and quality of responses to Section 3.2.1 of the TORFP. Master Contractor proposals that fail to meet the minimum qualifications will be deemed not reasonably susceptible for award, i.e., disqualified and their proposals eliminated from further consideration.
- 4.3.2 TO Proposals deemed technically qualified will have their financial proposal considered. All others will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.
- 4.3.3 The State will conduct interviews of all personnel proposed in each TO Proposal that meets minimum qualifications.
- 4.3.4 Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.

4.3.5 The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, technical merit has greater weight than price.

#### **4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT**

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

**ATTACHMENT 1 – PRICE PROPOSAL**

PRICE PROPOSAL FOR CATS II TORFP # Q00B1400011

Labor Categories

Maximum of 1200 Hours for all (3) Junior Network Technicians combined

Labor Categories ( Fully Loaded Rates)	A	B	C
	Hourly Labor Rate	Total Hours	Total Proposed CATS II TORFP Price
(3) Junior Network Technicians (YEAR ONE – 10/3/2011 – 5/31/2012)	\$	Maximum of 1200	\$
(3) Junior Network Technicians (YEAR TWO – 6/1/2012 – 5/31/2013)	\$	Maximum of 1200	\$
(3) Junior Network Technicians (YEAR THREE – 6/1/2013 – 5/31/2014)	\$	Maximum of 1200	\$
<b>Total Evaluated Price</b>			\$
<b>MANUFACTURER</b>	<b>MSRP DISCOUNT</b>		
DELL			
HEWLET PACKARD			
LEXMARK			
OTHER			

\_\_\_\_\_  
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.

---

Title

---

Company Tax ID #

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 # Q00B1400011

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 15<sup>th</sup> of the month following the month that is being reported. For example, the report for January's activity is due no later than the 15<sup>th</sup> 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 15<sup>th</sup> 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. Q00B1400011, I affirm the following:

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

OR

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

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

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

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

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

\_\_\_\_\_  
Offeror Name

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name, Title

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Date

SUBMIT AS A .PDF FILE WITH TO RESPONSE



**ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS**

FORM D – 2

Minority Business Enterprise Participation Schedule

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

TO Prime Contractor (Firm Name, Address, Phone)	Task Order Description
Task Order Agreement Number Q00B1400011	
<b>List Information For Each Certified MBE Subcontractor On This Project</b>	
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

<b>TOTAL MBE PARTICIPATION:</b>	_____ %
<b>TOTAL WOMAN-OWNED MBE PARTICIPATION:</b>	_____ %
<b>TOTAL AFRICAN AMERICAN-OWNED MBE PARTICIPATION:</b>	_____ %

Document Prepared By: (please print or type)

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

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 2

Minority Business Enterprise Participation Schedule (Continued)

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

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 3

Outreach Efforts Compliance Statement

In conjunction with the bid or offer submitted in response to TORFP # Q00B1400011, I state the following:

1. Offeror identified opportunities to subcontract in these specific work categories:
  
2. Attached to this form are copies of written solicitations (with bidding instructions) used to solicit certified MBEs for these subcontract opportunities.
  
3. Offeror made the following attempts to contact personally the solicited MBEs:
  
4.  Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements.  
(DESCRIBE EFFORTS)  
  
 This project does not involve bonding requirements.
  
5.  Offeror did/did not attend the pre-proposal conference  
 No pre-proposal conference was held.

_____	By:	_____
Offeror Name		Name
_____		_____
Address		Title
		_____
		Date

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



ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS  
FORM D – 5

Minority Business Enterprise Participation TO Contractor Paid/Unpaid Invoice Report

Report #: _____	CATS II TORFP #Q00B1400011
Reporting Period (Month/Year): _____	Contracting Unit _____
<b>Report is due by the 15<sup>th</sup> of the following month.</b>	Contract Amount _____
	MBE Sub Contract Amt _____
	Contract Begin Date _____
	Contract End Date _____
	Services Provided _____

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

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

**Return one copy of this form to the following address:**

Randy Reynolds 1201 Reisterstown Road, Bldg. F Baltimore, Md. 21208 <a href="mailto:reynolds@dpsc.state.md.us">reynolds@dpsc.state.md.us</a>	Arthur Petersen 6776 Reisterstown Road Suite 211 Baltimore, Maryland 21215 <a href="mailto:aePetersen@dpsc.state.md.us">aePetersen@dpsc.state.md.us</a>
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Signature: \_\_\_\_\_ Date: \_\_\_\_\_

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 6

Minority Business Enterprise Participation Subcontractor Paid/Unpaid Invoice Report

Report #: _____ Reporting Period (Month/Year): __/_____ <b>Report Due By the 15<sup>th</sup> of the following Month.</b>	CATS II TORFP #Q00B1400011 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: _____		
<b>List all payments received from Prime TO Contractor during reporting period indicated above.</b>  1.  2.  3.  <b>Total Dollars Paid:</b> \$ _____	<b>List dates and amounts of any unpaid invoices over 30 days old.</b>  1.  2.  3.  <b>Total Dollars Unpaid: \$</b> _____	
Prime TO Contractor: _____ Contact Person: _____		

**Return one copy of this form to the following address:**

Randy Reynolds 1201 Reisterstown Road, Bldg. F Baltimore, Md. 21208	Arthur Petersen 6776 Reisterstown Road Suite 211 Baltimore, Maryland 21215
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[rreynolds@dpscs.state.md.us](mailto:rreynolds@dpscs.state.md.us)

[aePetersen@dpscs.state.md.us](mailto:aePetersen@dpscs.state.md.us)

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

## ATTACHMENT 3 – TASK ORDER AGREEMENT

### CATS II TORFP # Q00B1400011 OF MASTER CONTRACT # 060B9800035

This Task Order Agreement (“TO Agreement”) is made this **day** of **Month**, 200**X** by and between **MASTER CONTRACTOR** and the STATE OF MARYLAND, DPSCS/ITCD..

IN CONSIDERATION of the mutual premises and the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. In this TO Agreement, the following words have the meanings indicated:

- a. “Agency” means the DPSCS/ITCD as identified in the CATS II TORFP # **Q00B1400011**.
- b. “CATS II TORFP” means the Task Order Request for Proposals # **Q00B1400011**, dated **MONTH DAY, YEAR**, including any addenda.
- c. “Master Contract” means the CATS II Master Contract between the Maryland Department of Information Technology and **MASTER CONTRACTOR** dated \_\_\_\_\_.
- d. “TO Procurement Officer” means Phillip Peay. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
- e. “TO Agreement” means this signed TO Agreement between the DPSCS/ITCD and **MASTER CONTRACTOR**.
- f. “TO Contractor” means the CATS II Master Contractor awarded this TO Agreement, whose principal business address 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 the remaining period of CATS II, commencing on the date of October 3<sup>rd</sup>, 2011 and terminating on May 31<sup>st</sup>, 2014.

### 4. Consideration and Payment

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



**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 sub consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.

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

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

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

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

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

By: \_\_\_\_\_

(Authorized Representative and Affiant)

SUBMIT AS A .PDF FILE WITH TECHNICAL RESPONSE

## ATTACHMENT 5 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY

### INSTRUCTIONS:

1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 060B9800035.
2. Only labor categories proposed in the Master Contractors 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 3 months experience, you must provide the dates from and to showing an amount of time that equals or exceeds mandatory time requirement.

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

ATTACHMENT 5 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY (CONTINUED)

<b>Proposed Individual's Name/Company:</b>	<b>How does the proposed individual meet each requirement?</b>
<b>LABOR CLASSIFICATION TITLE – Junior Network Technician</b>	
Education: Technician must have current DCSE in <ul style="list-style-type: none"> <li>• Optiplex, Precision and Latitude models</li> <li>• MCP</li> <li>• Comptia A+ certification</li> </ul>	
Experience: Three Years hands-on experience in repair of computer hardware and operating software of the equipment referred to in the hardware listing.	
Duties: (1200) Hours on the yearly basis of installation services for new and replacement personal computer system units	

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

**Contractor's Contract Administrator:**

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

**Proposed Individual:**

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

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

## ATTACHMENT 6 – DIRECTIONS

### TO THE PRE-TO PROPOSAL CONFERENCE

Department of Public Safety and Correctional Services  
Information Technology and Communications Division  
6776 Reisterstown Road, Room 200  
Baltimore, MD 21215

10:00 a.m., August 19th, 2011

**From points North of Baltimore:** Take I-95 S to Take I-695 W (Towson) exit on right. Take Exit 20 (MD-140, Reisterstown Rd, Pikesville, Garrison) on right. Take MD-140 S (Pikesville) ramp on left. Continue onto MD-140 E (Reisterstown Rd) for 2.3 miles. Make a left at Brookhill Road (light after Exxon Gas Station. Make a right into the Plaza. Make the first left to enter through the South Tower. Continue around to the rear of the Plaza to enter through the North Tower.

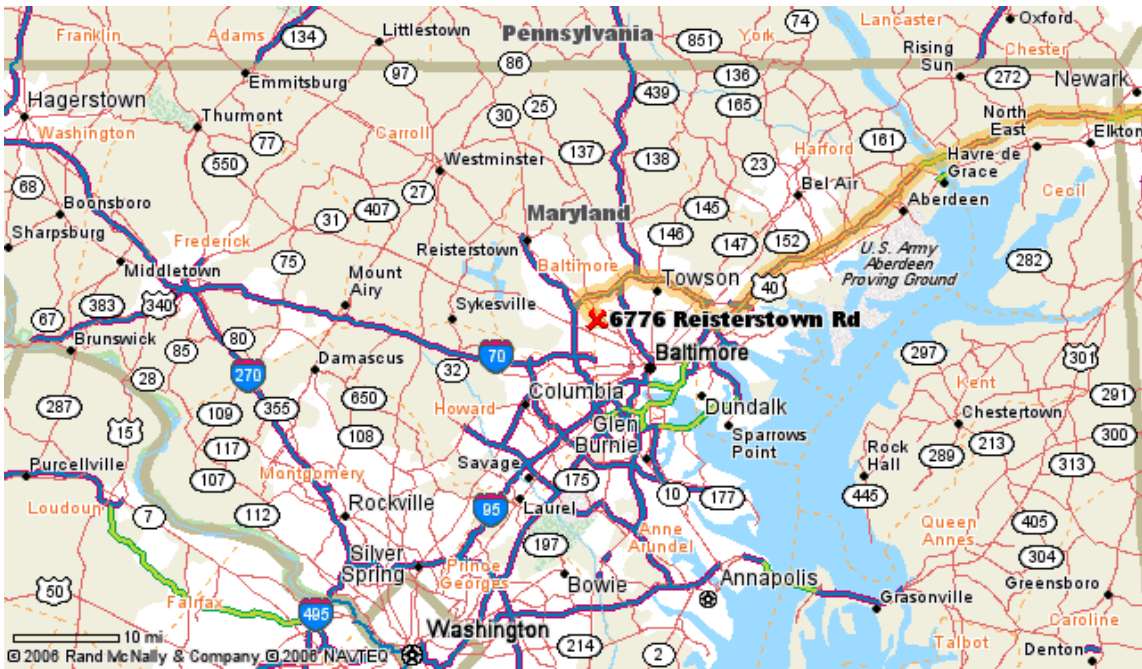
**From points South Baltimore:** MD-295 N or I-95 N towards Baltimore. Take I-695 N (Towson) exit on right. Take Exit 18A (MD-26 E, Liberty Rd, Lochearn) on right. Bear right onto MD-26 E (Liberty Rd). Travel 1.2 miles. Turn left onto Patterson Avenue. After your cross Wabash and the railroad tracks, the Plaza will be on your left. Make a left at the light to enter the rear of the Plaza. Proceed to the end of the strip. The North Tower entrance is just pass the Social Security Administration.

**From points East of Baltimore:** Take US-50 W (I-97 N, Washington, Baltimore) ramp on right. Take Exit 21 (I-97 N, Baltimore) on right. Take Exit 17A (I-695 W, Baltimore, Towson) on right. Take Exit 18A (MD-26 E, Liberty Rd, Lochearn) on right. Bear right onto MD-26 E (Liberty Rd). Travel 1.2 miles. Turn left onto Patterson Avenue. After your cross Wabash and the railroad tracks, the Plaza will be on your left. Make a left at the light to enter the rear of the Plaza. Proceed to the end of the strip. The North Tower entrance is just past the Social Security Administration.

**From points West of Baltimore:** Take 1-70 East to Exit 91B-A (I-695, I-95 N, I-95 S, New York, Towson, Baltimore, Glen Burnie) on right. Take I-695 N (Baltimore Beltway Inner Lp) ramp. Take Exit 18A (MD-26 E, Liberty Rd, Lochearn) on right. Bear right onto MD-26 E (Liberty Rd). Travel 1.2 miles. Turn left onto Patterson Avenue. After your cross Wabash and the railroad tracks, the Plaza will be on your left. Make a left at the light to enter the rear of the Plaza. Proceed to the end of the strip. The North Tower entrance is just past the Social Security Administration.

**PARKING:** The Department of Public Safety and Correctional Services is located at the Reisterstown Road Plaza. Ample parking is available. There are two (2) entrances to the Reisterstown Plaza Office Center (RPOC). (You cannot enter through the Mall/Plaza.) If you park near the South Tower, take the elevator to the second floor. Room 200 is halfway down the hall on your left. If you park near the North Tower (CJIS Storefront), go down the hall, pass the CJIS Storefront to the elevators. Take the elevator to the second floor,

walk to the hall, turn right, and make a left by the vending machines. Room 200 is halfway down the hall on your right.



## ATTACHMENT 7 - Non-Disclosure Agreement (Offeror)

This Non- Disclosure Agreement (the "Agreement") is made this \_\_\_ day of \_\_\_\_\_ 201\_, 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 # **Q00B1400011** for Enterprise Support Contract. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to \_\_\_\_\_. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information referenced above, OFFEROR agrees as follows:

1. OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received, except in connection with the preparation of its TO Proposal.
2. Each employee or agent of the OFFEROR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the OFFEROR shall provide originals of such executed Agreements to the State. Each employee or agent of the OFFEROR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the OFFEROR.
3. OFFEROR shall return the Confidential Information to the State within five business days of the State's Notice of recommended award. If the OFFEROR does not submit a Proposal, the OFFEROR shall return the Confidential Information to Phillip Peay DPSCS/ITCD on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR'S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.



8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

OFFEROR: \_\_\_\_\_ BY: \_\_\_\_\_  
\_\_\_\_\_  
NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

## ATTACHMENT 8 - NON-DISCLOSURE AGREEMENT (TO Contractor)

**THIS NON-DISCLOSURE AGREEMENT** (“Agreement”) is made as of this 3<sup>rd</sup> day of October, 2011, by and between the State of Maryland ("the State"), acting by and through its DPSCS/ITCD (the “Department”), and **INSERT CONTRACTOR**, a corporation with its principal business office located at **INSERT ADDRESS**

### RECITALS

**WHEREAS**, the TO Contractor has been awarded a Task Order Agreement (the “TO Agreement”) for Mainframe Disaster Recovery Site. TORFP No. **Q00B1400011** dated July 1<sup>st</sup>, 2011 (the “TORFP”) issued under the Consulting and Technical Services II procurement issued by the Department, Project Number 060B9800035; and

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

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

1. Confidential Information means any and all information provided by or made available by the State to the TO Contractor in connection with the TO Agreement, regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such. Confidential Information includes, by way of example only, information that the TO Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the TO Agreement.
2. TO Contractor shall not, without the State’s prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information provided by the State except for the sole and exclusive purpose of performing under the TO Agreement. TO Contractor shall limit access to the Confidential Information to the TO Contractor’s Personnel who have a demonstrable need to know such Confidential Information in order to perform under the TO Agreement and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of the TO Contractor’s Personnel are attached hereto and made a part hereof as Exhibit A. Each individual whose name appears on Exhibit A shall execute a copy of this Agreement and thereby be subject to the terms and conditions of this Agreement to the same extent as the TO Contractor. TO Contractor shall update Exhibit A by adding additional names as needed, from time to time.

3. If the TO Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the TO Contractor's performance of the TORFP or who will otherwise have a role in performing any aspect of the TORFP, the TO Contractor shall first obtain the written consent of the State to any such dissemination. The State may grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion.
4. TO Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, to adopt or establish operating procedures and physical security measures, and to take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and to prevent all or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.
5. TO Contractor shall promptly advise the State in writing if it learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of the TO Contractor's Personnel or the TO Contractor's former Personnel. TO Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).
6. TO Contractor shall, at its own expense, return to the Department, all copies of the Confidential Information in its care, custody, control or possession upon request of the Department or on termination of the TO Agreement.
7. A breach of this Agreement by the TO Contractor or by the TO Contractor's Personnel shall constitute a breach of the TO Agreement between the TO Contractor and the State.
8. TO Contractor acknowledges that any failure by the TO Contractor or the TO Contractor's Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the TO Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The TO Contractor consents to personal jurisdiction in the Maryland State Courts. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages from the TO Contractor and the TO Contractor's Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the TO Contractor or any of the TO Contractor's Personnel to comply with the requirements of this Agreement, the TO Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
9. TO Contractor and each of the TO Contractor's Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement and the TO Contractor shall provide originals of such executed Agreements to the State.
10. The parties further agree that:

- a. This Agreement shall be governed by the laws of the State of Maryland;
- b. The rights and obligations of the TO Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;
- c. The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
- d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
- e. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and
- f. The Recitals are not merely prefatory but are an integral part hereof.

**Contractor/Contractor's Personnel:**

**DPSCS/ITCD:**

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

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

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

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

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

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

**SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP**

## ATTACHMENT 9 – TO CONTRACTOR SELF-REPORTING CHECKLIST

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

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

**ATTACHMENT 10 – Living Wage Affidavit of Agreement**

Contract No. \_\_\_\_\_

Name of Contractor \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

**If the Contract is Exempt from the Living Wage Law**

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

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

**If the Contract is a Living Wage Contract**

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

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

- All employee(s) proposed to work on the State contract will spend less than one-half of the employee’s time during every work week on the State contract;



All employee(s) proposed to work on the State contract will be 17 years of age or younger during the duration of the State contract; or

All employee(s) proposed to work on the State contract will work less than 13 consecutive weeks on the State contract.

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

Name of Authorized Representative: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

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

Witness Name (Typed or Printed): \_\_\_\_\_

Witness Signature & Date: \_\_\_\_\_

**ATTACHMENT 11 – AGENCY RECEIPT OF DELIVERABLE FORM**

I acknowledge receipt of the following:

TORFP Title: ENTERPRISE SUPPORT CONTRACT

TO Agreement Number: #Q00B1400011

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

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

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

Name of TO Manager: Randy Reynolds

\_\_\_\_\_  
TO Manager Signature Date Signed

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

\_\_\_\_\_  
TO Contractor's Project Manager Signature Date Signed

**ATTACHMENT 12 – AGENCY ACCEPTANCE OF DELIVERABLE FORM**

Agency Name: DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONAL SERVICES

TORFP Title: ENTERPRISE SUPPORT CONTRACT

TO Manager: RANDY REYNOLS

**To:**

The following deliverable, as required by TO Agreement # Q00B1400011, 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:

**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**

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**EXHIBIT B**  
**PERFORMANCE EVALUATION**

**DATE:** \_\_\_\_\_

**CATS II TORFP PROJECT NUMBER (Q00B1400011)**

EVALUATION PERIOD: **XX/XX/XXXX – XX/XX/XXXX**

**TO MANAGER:**

<i>Evaluation Criteria</i>	<u>Rating (Last Quarter)</u>	<u>Rating (This Quarter)</u>	<u>Mediation Required (Yes or No)</u>
<u>All tasks for this reporting period were completed.</u>			
<u>Accuracy of work completed</u>			
<u>Lateness / Punctuality</u>			
<u>Overall satisfaction with Contractor Performance this period.</u>			
<u>Invoices delivered in timely fashion</u>			
<u>Accuracy of Invoices submitted</u>			

**Rating**

- 3. Exceeded the customer expectation
- 2. Met the customers expectation
- 1. Did not meet the customers expectation

**EXHIBIT C**  
**MITIGATION PROCEDURES**

In the event the contractor fails to meet the expectation of the customer, the following mitigation steps will be followed.

1. Customer will notify the contractor and contractor personnel of the problem (i.e. chronic lateness, failure to meet deadlines). This will be done in writing in the form of a letter provided in this attachment.
2. Customer may elect to discuss the problem directly with the contractor personnel or with both contractor and contractor personnel to determine the course of action to be taken to resolve the problem and the time frame to resolve it.
3. At the end of the time frame allowed to resolve the problem, the customer will notify the contractor that:
  - The problem has been resolved and there is no longer a need to track this problem
  - The problem is partially resolved and the customer is extending the time to resolve the problem
  - The problem is not resolved and the customer wishes to replace the contractor personnel with another resource agreed upon by both the contractor and customer as outlined in 2.9 MITIGATION FOR NON-PERFORMANCE

Note

Any infraction of a violent or criminal nature shall not follow the above mitigation process. The contractor shall provide a replacement resource upon notification from the customer that an act of violence or of a criminal nature has occurred.

## **ATTACHMENT 13 – Hardware and Software Listing**

Hardware to be worked on under this contract includes but is not limited to:

- Laptop Computers – Dell (various models)  
Dell Latitude 500 Series  
Dell Latitude 600 Series  
Dell Latitude 700 Series
- Workstations – Dell (various models)  
Dell Optiplex GX Series  
Monitors – various manufactures
- Routers – Cisco (various models)
- Switches – Cisco (various models)
- Printers – Hewlett Packard, Lexmark, Dell (all various models)
- Scanners – Hewlett Packard (various models)

Software to be worked on under this contract includes but is not limited to:

- Microsoft Office Products
- Microsoft Windows XP Operating System
- Microsoft Windows 7 Operating System
- Microsoft Office 2003, 2007, 2010
- Microsoft Outlook 2003, 2007, 2010

**ATTACHMENT 14- Hardware Locations**

<b>Site Number</b>	<b>Unit</b>	<b>Address</b>	<b>City</b>	<b>Zip Code</b>	<b>Telephone #</b>
<b>DPSCS Headquarters (8)</b>					
1	Office of the Secretary	300 E. Joppa Road	Towson	21286	410-339-5000
2	Office of the Secretary - Legislative Office	80 Calvert Street 6776 Reisterstown Road	Annapolis	21401	410-260-6070
3	Reisterstown Road Plaza	Road	Baltimore	21215	410-585-3300
4	Sudbrook Lane	115 Sudbrook Lane	Pikesville	21208	410-764-5160
5	Capital Constr. & Facilities Maintenance	7695 Old Jessup Road	Jessup	20794	410-799-3422
6	Internal Investigative Unit	8510 Corridor Road	Savage	20763	410-724-5720
7	IIU-Eastern Regional Satellite Office	201 Baptist Street 1201 Reisterstown Road	Salisbury	21802	410-713-3760
8	Maryland State Police Data Center	8410 Dorsey Run Road	Pikesville	21208	410-653-4555
9	Dorsey Run Road	Road	Jessup	20794	410-792-4794
<b>Division of Pre-Trial, Detention &amp; Services (9)</b>					
10	Baltimore Central Booking & Intake Center	300 E. Madison Street	Baltimore	21202	410-209-4290
11	Baltimore City Detention Center	401 E. Eager Street 531 E. Madison Street	Baltimore	21202	410-209-4000
12	BCDC - Jail Industries	Street	Baltimore	21202	410-209-4169
13	DPDS - Pre-Trial	5800 Wabash Avenue	Baltimore	21215	410-878-8158
14	BCDC - O'Brien House	501 E. Eager Street	Baltimore	21202	410-637-1001
15	DPDS - Pre-Trial	1400 North Avenue	Baltimore	21202	410-878-8531
16	DPDS - Pre-Trial Services (Mitchell C.H.)	100 N. Calvert Street, Rm 442	Baltimore	21202	410-986-5900



17	Resident Labor Program	729 Graves Street	Baltimore	21202	410-209-4244
18	Pre-Trial Court Operations	111 N. Calvert Street, Rm 315	Baltimore	21202	410-333-8511

**Division of Correction (35)**

19	Baltimore PreRelease Unit	926 Greenmount Avenue	Baltimore	21202	410-234-1878
20	BPRU Women	301 N. Calverton Road	Baltimore	21220	410-223-2260
21	Central Laundry Facility	7301 Buttercup Road	Sykesville	21784	410-781-4734
22	Eastern Correctional Institution	30420 Revells Neck Road	Westover	21871	410-845-4000
23	Eastern Pre-Release Unit	700 Flat Iron Square Road	Church Hill	21623	410-810-5400
24	Herman L. Toulson Boot Camp	2001 Toulson Road	Jessup	20794	410-799-4233
25	Home Detention Unit	2100 Guilford Avenue	Baltimore	21201	410-443-3800
26	Jessup Pre-Release Unit	2000 Toulson Road	Jessup	20794	410-540-2700
27	MD Correctional Institution- Hagerstown	18601 Roxbury Road	Hagerstown	21746	301-733-2800
28	Brockbridge Correctional Facility	7930 Brockridge Road	Jessup	20794	410-799-1363
29	MD Correctional Adjustment Center	401 E. Madison Street	Baltimore	21202	410-539-5445
30	MD Correctional Institution for Women	7943 Brockbridge Road	Jessup	20794	410-379-3800
31	MD Correctional Institution-Jessup	Box 549 House of Correction Rd.	Jessup	20794	410-799-7610
32	MD Correctional Training Center	18800 Roxbury Road	Hagerstown	21746	301-791-7200
33	MD House of Correction & Annex 30A Assist. Comm. Hutchinson's Ofc. 30B MD House of Correction - K-9	Box 549 House of Correction Rd.	Jessup	20794	410-799-6100    410-799-8577

34	MD Reception Diagnostic & Class. Center	550 E. Madison Street	Baltimore	21202	410-332-0970
35	MTC - Penitentiary	954 Forrest Street	Baltimore	21202	410-837-2135
36	OSTC/MTC Finance	926 Forrest Street	Baltimore	21202	410-234-1800
		24090 Nanticoke Road			
37	Poplar Hill Pre-Release Unit	Road	Quantico	21856	410-845-4580
38	Roxbury Correctional Institution	18701 Roxbury Road	Hagerstown	21746	240-420-3000
39	Southern MD Pre-Release Unit	14320 Oaks Road	Charlotte Hall	20622	410-974-2060
		13800 McMullen Highway, SW			
40	Western Correctional Institution	Highway, SW	Cumberland	21502	301-729-7000
	Western MD Correctional Hiring Unit				
41		18411 Roxbury Road	Hagerstown	21746	410-764-4203
		7601 Oak Ridge Road			
42	Oak Ridge Road	Road	Jessup	20794	410-799-7074
		7603 Oak Ridge Road			
43	DOC Hearing Officers	Road	Jessup	20794	410-799-1229
		7604 Oak Ridge Road			
44	DOC Intel Office	Road	Jessup	20794	410-799-2521
	BPRUW - Annex (TAMAR'S CHILDREN)				
46		4500 Park Heights	Baltimore	21215	410-367-5946
		7931 Brockbridge Road			
47	MCPRS - Administration	Road	Jessup	20794	410-540-6200
		1415 North Caroline Street			
48	Dismass House East	Street	Baltimore	21213	410-539-2520
49	Dismass House West	105 S. Mount Street	Baltimore	21223	410-566-9400
50	Threshold Pre-Release	1702 St. Paul Street	Baltimore	21202	410-727-0100
		901 Greenmount Avenue			
51	Baltimore City Correctional Center	Avenue	Baltimore	21202	410-234-1400
52	North Branch Correctional Institution	12501 Arnel Avenue	Cumberland	21502	301-729-7401

**Parole and Probation (56)**

53	P&P - Easton Regional	8221 Teal Drive	Easton	21601	410-822-5050
		200 Duke Street,	Prince		
54	P&P - Prince Frederick	Suite 1100	Frederick	20678	443-550-6780
55	P&P - Elkton	170 E. Main Street	Elkton	21921	410-996-0660

56	P&P - Gaithersburg	7871 Beechcraft Avenue	Gaithersburg	20879	240-386-2600
57	P&P - Princess Anne	11670 Somerset Avenue	Princess Anne	21853	410-651-2211
58	P&P - Catonsville/Arbutus	900 Walker Ave.	Baltimore	21228	410-455-5022
59	P&P - Ellicott City	3451 Courthouse Drive	Ellicott City	21043	410-480-7920
60	P&P - Salisbury	201 Baptist Street,	Salisbury	21801	410-713-3700
61	P&P - Annapolis	P.O. Box 19	Annapolis	21401	410-260-1900
62	P&P - Cambridge	251 Rowe Boulevard	Cambridge	21613	410-901-8460
63	P&P - Guilford Avenue	310 Gay Street	Baltimore	21218	443-263-3500
64	P&P - Cumberland	2100 Guilford Avenue	Cumberland	21501	301-784-8110
65	P&P - Glen Burnie	30B North Mechanics Street	Glen Burnie	21061	410-412-7050
66	P&P - Dundalk	7500 Ritchie Highway, Room 109	Baltimore	21222	410-288-5810
67	P&P - Hagerstown	3413 Dundalk Avenue	Hagerstown	21740	240-420-5140
68	P&P - Essex/Rosedale	100 W. Franklin Street, Suite 205	Baltimore	21221	410-238-5500
69	P&P - Bel Air	8914 Kelso Drive	Bel Air	21014	410-836-4650
70	P&P - Easton Field	2 South Bond Street	Easton	21601	410-763-4950
71	P&P - Centreville	301 Bay Street, Suite 302	Centreville	21617	410-819-4140
72	P&P - Chestertown	120 Broadway	Chestertown	21620	410-810-5960
73	P&P - Denton	131 Dixon Drive	Denton	21629	410-819-4550
74	P&P - Charles Street - Regional	207 South 3rd Street	Baltimore	21201	410-333-4101
76	P&P - Central	1800 Charles Street	Baltimore	21202	410-895-7666
77	P&P - Northeast	301 N. Gay Street	Baltimore	21202	419-962-6300
78	P&P - Northwest	428 E. Preston Street	Baltimore	21215	410-764-5800
80	P&P - Snow Hill	4850 mt. Hope Drive	Snow Hill	21863	410-632-4200
81	P&P - Southeast	422C West Market Street	Baltimore	21205	410-537-7300

82	P&P - Upper Marlboro	14735 Main Street, Room 068B	Upper Marlboro	20772	301-627-7200
83	P&P - Westminster	101 N. Court Street	Westminster	21157	410-871-3650
84	P&P - Hyattsville	4990 Rhode Island Ave., Suite 101	Hyattsville	20781	301-699-3620
85	P&P - Waldorf	25 Industrial Park Lane	Waldorf	20602	301-396-8800
86	P&P - Leonardtown	23110 Leonard Hall Drive	Leonardtown	20650	301-475-4606
87	P&P - Temple Hills	4235 28th Avenue	Temple Hills	20748	301-316-4600
88	P&P - Frederick Regional	100 E. All Saints Street, Suite 200	Frederick	21701	301-631-3060
89	P&P - Landover Day Reporting	1895 Brightseat Road	Landover	20785	301-883-2800
90	P&P - LaPlata	6845 Crain Highway	LaPlata	20646	301-934-0452
91	P&P - Rockville Day Reporting	979 Rollins Avenue	Rockville	20852	301-998-6700
92	P&P - Towson	17 W. Pennsylvania Avenue	Towson	21204	410-832-2300
93	P&P - Oakland	221A South Third Street	Oakland	21550	301-334-8113
94	P&P - Frederick Field	100 W. Patrick Street	Frederick	21701	301-694-1935
95	P&P - Rockville Pre-Release	11651 Nebel Street	Rockville	20852	301-468-4200
96	P&P - Silver Spring Field	8552 Second Avenue	Silver Spring	20910	301-563-8620
97	P&P - Rockville Intake Office (Dist. Court)	27 Courthouse Square	Rockville	20850	301-279-1256
98	P&P - Intake Office (Circuit Court)	50 Maryland Avenue	Rockville	20850	240-777-9598
99	P&P - Monument Street (RAC I, RAC III)	319 W. Monument Street	Baltimore	21201	410-333-8937
100	P&P - Aberdeen	31 W. Belair Avenue	Aberdeen	21001	410-297-2200
101	P&P - Westminster (DDMP)	1004 Littlestown Pike, Suite A3	Westminster	21157	410-876-7486
102	COP Violent Intervention Project	22 S. Greene St. (Shock Trauma)	Baltimore	21218	410-328-7070
103	Warrant Apprehension Unit	7602 Oakridge Road	Jessup	20794	443-755-0135
104	P&P - Ocean City Field/DDMP	12610 Coastal Hwy	Ocean City	21842	410-250-3348
105	Metropolitan Task Force	242 W. 29th Street	Baltimore	21211	410-637-8970

**Patuxent Institution (3)**

106	Patuxent Institution	7555 Waterloo Road	Jessup	20794	410-799-3400
107	Patuxent Institution - Finance	7659 Old Jessup Road	Jessup	20794	410-799-7901
108	Patuxent Institution Re-Entry Program	319 W. Monument Street	Baltimore	21201	410-234-0220

**Police Correctional Training Commission (4)**

109	Police & Correctional Training Commission	3085 Hernwood Road	Woodstock	21163	410-750-6500
110	Driver Training Facility	7310 Slacks Road	Sykesville	21784	410-549-5732
111	Firearms Training Facility	7320 Slacks Road	Sykesville	21784	410-552-6300
112	Police Entrance Level Training Program	300 South Center Street	Westminster	21157	410-386-8143
113	Police & Correctional Training Commission	6852 4th Street	Sykesville	21163	410-875-3400
114	PCTC -AST (Formerly P&P - Technical Assistance Unit)	1623 Forest Drive, Suite 203	Annapolis	21403	410-260-1900

**Other Units (1)**

115	MD Correctional Enterprises	7275 Waterloo Road	Jessup	20794	410-540-5400
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***NOTE: Any additions, corrections or deletions should be reported to 410-653-8933***

