



CONSULTING AND TECHNICAL SERVICES II (CATS II)

TASK ORDER REQUEST FOR PROPOSALS (TORFP)

NETWORK, SERVER AND PROGRAMMING SUPPORT SERVICES

CATS II TORFP PROJECT Q00B1400014

DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONAL SERVICES (DPSCS)

INFORMATION TECHNOLOGY AND COMMUNICATIONS DIVISION (ITCD)

ISSUE DATE: MAY 23 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.

TORFP Title:	Network, Server and Programming Support Services
Functional Area:	Functional Area V
TORFP Issue Date:	May 23 rd , 2011
Closing Date and Time:	June 14 th , 2010 at 04:00 PM
TORFP Issuing Agency:	Department of Public Safety and Correctional Services(DPSCS), Information Technology and Communications Division (ITCD)
Send Questions and Proposals to:	Phillip Peay ppeay@dpscs.state.md.us
TO Procurement Officer:	Phillip Peay Office Phone Number: 410 585-3162 Office FAX Number: 410 358-8671
TO Manager:	Kevin Combs Office Phone Number: 410 585-3102 Office FAX Number: 410 358-8671
TO Project Number:	Q00B1400014
TO Type:	Time and Materials based on Work Orders Not to Exceed 10,000 Hours per year
Period of Performance:	July 1 st , 2011 through May 31 st 2014
MBE Goal:	0 percent
Small Business Reserve (SBR):	No
Primary Place of Performance:	Department of Public Safety and Correctional Services, ITCD 6776 Reisterstown Road, Baltimore, MD 21215
TO Pre-Proposal Conference:	June 1 st , 2010 at 9:30 A.M.

	<p>6776 Reisterstown Road, Conference Room Suite # 200 Baltimore, MD 21215 See Attachment 5 for directions.</p>
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SECTION I - 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 2.14 for information on change orders.

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

1.2 TO AGREEMENT

Based upon an evaluation of TO Proposal responses, a Master Contractor will be selected to conduct the work defined in Section 2 - Scope of Work. A specific TOA, Attachment 2, will then be entered into between the State and the selected Master Contractor, which will bind the selected Master Contractor (TO Contractor) to the contents of its TO Proposal, including the price proposal, Attachment 1.

1.3 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the date and exact time stated in the Key Information Summary Sheet above. The date and time of submission is determined by the date and time of arrival in the TO Procurement Officer's e-mail box. The TO Proposal is to be submitted via e-mail as two attachments in MS Word format 97-2003. The "subject" line in the e-mail submission shall state the TORFP # Q00B1400014 and must not exceed 8 Megabytes. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS II TORFP # Q00B1400014 Technical". The second file will be the financial response to this CATS II TORFP and titled, "CATS II TORFP # Q00B1400014 Financial". The following proposal documents must be submitted with required signatures as .PDF files with signatures clearly visible:

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

1.4 ORAL PRESENTATIONS/INTERVIEWS

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

1.5 CONFLICT OF INTEREST

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

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

1.6 NON-DISCLOSURE AGREEMENT

Certain system documentation may be available for potential Offerors to review at a reading room at 6776 Reisterstown Road, Baltimore, Maryland 21215. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of Attachment 9. Please contact the TO Procurement Officer of this TORFP to schedule an appointment.

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

1.7 LIMITATION OF LIABILITY CEILING

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

1.8 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 and maintenance services valued at \$1 million or greater, but all CATS II TOs are subject to review.

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

SECTION 2 - SCOPE OF WORK

2.1 PURPOSE 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 contract with one Master Contractor to meet DPSCS's requirements for labor expertise for Network, Server and Programming Support Services not to exceed 10,000 hours annually as more fully described in this CATS II TORFP for project-based work on an as needed basis during the term of the contract and in accordance to the Work Order Process in Section 2.8.

2.1.2 REQUESTING AGENCY BACKGROUND

The DPSCS has a multitude of smaller business units that perform a variety of functions associated with a comprehensive correctional system. DPSCS also interacts with various local, State, and Federal agencies. The ITCD is responsible for all aspects of Information Technology and Communications within DPSCS. This includes deploying, maintaining, and administering all computer, network, and communication functions. ITCD is also responsible for establishing connectivity to several ITCD maintained criminal justice databases for outside agencies (State, County, and Federal). All connectivity is handled via closed circuits or virtual private network (VPN) tunnels via the Internet. In all cases, criminal data transfer and communications is encrypted.

2.2 TO CONTRACTOR PERSONNEL DUTIES AND RESPONSIBILITIES

On an as-needed basis, ITCD will select from the appropriate TO Contractor a resource in the appropriate labor category to perform the following services that are listed in this section. The TO Manager initiates work order requests to complete critical ITCD projects that affect daily Departmental operations Please note that the below functional areas (one and two) are specific to ITCD, and are not to be mistaken with DoIT's functional areas.

2.2.1 ITCD Functional Area One – Programming Support:

- The TO contractor shall create reports from one or more databases
- The TO contractor shall modify existing programs or reports
- The TO contractor shall develop new program coding
- The TO contractor shall provide user acceptance testing (UAT)
- The TO contractor shall provide user and system documentation

2.2.2 ITCD Functional Area Two - Network and Servers Support:

- The TO Contractor shall modify configurations on current servers, routers, firewalls, and switches
- The TO Contractor shall set-up and configure new servers, routers, firewalls, and switches
- The TO Contractor shall perform health checks, maintenance, optimization and support for VMware server infrastructure
- The TO Contractor shall modify and create new updates rules using Microsoft SSMS
- The TO Contractor shall modify and create new Exchange nodes
- The TO Contractor shall perform Active Directory maintenance, optimization, and support
- The TO Contractor shall perform security vulnerability assessments of specified network and server devices using contractor provided tools
- The TO Contractor shall troubleshoot issues with existing network, routers, switches, servers, or firewall configurations

2.3 PERFORMANCE EVALUATION AND STANDARDS

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.

2.4 PERFORMANCE PROBLEM MITIGATION

In the event the agency is not satisfied with the performance of TO Contractor personnel, the mitigation process is as follows. The TO Manager will notify the TO Contractor in writing describing the problem and delineating remediation requirements. The TO Contractor will have three business days to respond with a written remediation plan. The plan will be implemented immediately upon acceptance by the TO Manager. Should performance issues persist, the TO Manager may give written notice or request immediate removal of the individual whose performance is at issue. Should an evaluation of any TO Contractor's personnel indicate poor or non-performance, the TO Manager will follow the established mitigation process included as Exhibit C, prior to requesting that the TO Contractor provide a replacement employee.

2.5 WORK HOURS

The TO Contractor's assigned personnel should be on call Monday through Friday during normal business hours (8:00 AM – 4:30 PM) during the lifespan of this contract. Days or hours outside of this schedule can be accommodated, but DPSCS will give prior notice of this in writing at least ten (10) days prior to the actual need. Note that normal work hours will be determined within the work order.

2.6 DELIVERABLES

ITCD required deliverables are defined below. Within each task, the TO Contractor may suggest other subtasks or deliverables to improve the quality and success of the project. The TO Contractor shall prepare a Work Breakdown Structure (WBS) as part of their Project Management Plan and methodology explanation, using Microsoft Project that provides a detailed work plan with milestones and associated deliverables and project work effort to accomplish each milestone unless otherwise specific. The TO Contractor should refer to the Maryland System Development Life Cycle document for the format of the deliverables (See www.doitmaryland.gov, keyword SDLC). Any changes to the WBS will have to be pre-approved by the ITCD Contract Manager.

- a) For each written deliverable, draft and final, the TO Contractor shall submit to the TO Manager one hard copy and one electronic copy compatible with Microsoft Office 2003, Microsoft Project 2003 and/or Visio 2003. A draft written deliverable may contain limited structural errors such as poor grammar, misspellings or incorrect punctuation, but must:
 - Be presented in a format appropriate for the subject matter and depth of discussion.
 - Be organized in a manner that presents a logical flow of the deliverable's content.
 - Represent factual information reasonably expected to have been known at the time of submittal.
 - Present information that is relevant to the section of the deliverable being discussed.
 - Represent a significant level of completeness towards the associated final written deliverable that supports a concise final deliverable acceptance process.

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

- c) Upon receipt of a final deliverable, the TO Manager shall commence a review of the deliverable as required to validate the completeness and quality in meeting requirements. Upon completion of validation, the TO Manager shall issue to the TO Contractor notice of acceptance or rejection of the deliverables in an Agency Acceptance of Deliverable Form (Attachment 8). Accepted deliverables shall be invoiced within 30 days in the applicable invoice format (Reference 2.12 Invoicing). In the event of rejection, the TO Contractor shall correct the identified deficiencies or non-conformities. Subsequent project tasks may not continue until deficiencies with a deliverable are rectified and accepted by the TO Manager or the TO Manager has specifically issued, in writing, a waiver for conditional continuance of project tasks. Once the State's issues have been addressed and resolutions are accepted by the TO Manager, the TO Contractor will incorporate the resolutions into the deliverable and resubmit the deliverable for acceptance.
- d) A written deliverable defined as a final document must satisfy the scope and requirements of this TORFP for that deliverable. Final written deliverables shall not contain structural errors such as poor grammar, misspellings or incorrect punctuation, and must:
- Be presented in a format appropriate for the subject matter and depth of discussion.
 - Be organized in a manner that presents a logical flow of the deliverable's content.
 - Represent factual information reasonably expected to have been known at the time of submittal.
 - Present information that is relevant to the section of the deliverable being discussed.
- e) User and System Documentation : An acceptable user and system documentation must:
- List the prerequisites for each feature.
 - Illustrate each feature of the product in a context recognizable to readers.
 - Lead the reader in small steps from simple uses to complex uses.
 - Cross-reference between high-level concepts (like user tasks and programming models) and lower-level concepts (like system prerequisites and product features).
 - Reflect changes in the product through its lifetime.
 - Use terms appropriate for its readers.
 - Offer the right amount of general background information.
 - Use a format and a layout on the page or screen that it is easy to follow.
 - Remain free of typographical errors and other problems that lie in the gap between the material that can be formally reviewed and the actual printed material.
- f) Bi-Weekly Status Report: The TO Contractor and the Department of Public Safety and Correctional Services shall conduct weekly progress meetings. A weekly project progress report shall be submitted 5 days in advance prior to the discussion to the TO Manager and shall contain, at a minimum, the following information:
- TO Requesting Agency name, TOA number, functional area name and number, reporting period and "Progress Report" to be included in the e-mail subject line.
 - Work accomplished during the monthly period.
 - Deliverable progress, as a percentage of completion.
 - Problem areas, including scope creep or deviation from the work plan.

- Planned activities for the next reporting period.
- Gantt chart updated from the original to show actual progress; as applicable, explanations for variances and plan for completion on schedule.
- 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.
- Assigned work efforts and status (completed, in progress, on-hold) and issues identified.
- Emergency work efforts and issues identified.
- Proposed activities for the upcoming workweek.
- Hours worked by individual TO Contractor personnel.

g) Project Staffing: The TO Contractor shall be responsible for providing, on a continual basis for all assigned tasks depicted in the work order request the personnel required in this TORFP within the timeframe required as specified by the TO Manager. Note that all contractor staff members must undergo and pass a fingerprint background check. The project team will consist of a combination of:

- Senior Database Manager
- Senior Applications Programmer
- Applications Development Expert
- Senior Network Engineer
- Senior Systems Engineer
- Senior System Analyst
- Senior Computer Security Systems Specialist
- Technical Writer/ Editor
- Testing Specialist

The TO Contractor shall submit the project staffing plan within 3 business days following the issuance of the NTP for Work Orders Requests.

h) Vulnerability Assessment : should be performed according to the following steps:

- Cataloging assets and capabilities (resources) in a system.
- Assigning quantifiable value (or at least rank order) and importance to those resources
- Identifying the vulnerabilities or potential threats to each resource
- Mitigating or eliminating the most serious vulnerabilities for the most valuable resources

ACCEPTANCE CRITERIA	DELIVERABLE	DUE DATE
See Section 2.6 - e)	User and system documentation	Due one week after end of a Work Order
See Section 2.6 - f)	Bi-Weekly Status Report	Due COB Friday
See Section 2.6 - g)	Project Staffing	NTP + 3 Business Days
See Section 2.6 – h)	Vulnerability Assessments	TBD

2.7 CONTRACTOR MINIMUM QUALIFICATIONS

2.7.1 ITCD Network Functional Area Two Qualifications

TO Contractor firm must demonstrate experience and methodology for supporting Enterprise IT support services in excess of 5,000 end users.

The TO Contractor should have staff with the required minimum qualifications (years of experience by type) for performing network services on this contract:

Operating Systems/Software

- Microsoft Windows Server NT4 – Three Years
- Microsoft Windows Server 2000 – Three Years
- Microsoft Windows Server 2003 – Three Years
- Microsoft SQL Server 2000+ (within a SQL Server Cluster) – Four Years
- Microsoft Domain Controllers, DHCP, IIS, and Active Directory Servers – Five Years
- Microsoft Exchange Server 2003 (clustered environment) – Four Years
- Microsoft SharePoint - Four Years with one year with SharePoint 2007
- Oracle Database – Five Years
- IBM VMWare in a Blade Server Environment – Four Years
- AIX – Three Years
- Citrix in a Server Farm Environment – Three Years
- Blackberry Enterprise Server – Three Years
- HP Openview – Three Years
- ISA – Three Years
- WINS – Three Years
- WSUS – Three Years
- Symantec Anti-Virus – Three Years
- NetOp – Three Years
- VMware VCP Certified
- Z/OS version 1.9 – Two Years

Hardware

- IBM Blade Servers – Five Years
- UNIX Server – Three Years
- Dell Servers (various models) - Three Years
- EDL 4200 Virtual Tape Library – Two Years
- TSM Back-up Services (AIX) – Three Years
- EMC CX380 SAN Environment – Three Years
- IBM Mainframe System (IBM-2086-A04 setting 320) – Three Years

Security

- CISCO Routers and Switches (configuration) – Three Years
- Checkpoint Firewalls (configuration) – Three Years
- Familiarity with State of Maryland DBM's IT Security Plan – Five Years
- TCP/IP Implementation and Configuration – Five Years

2.7.2 ITCD Programming Functional Area One Qualifications

TO Contractor firm must demonstrate experience and methodology for supporting Enterprise IT support services in excess of 5,000 end users.

The following minimum qualifications (years of experience by type) are required by any person(s) performing programming services on this contract:

- **.NET development - will have at least 3 years experience with each of the following technical areas:**
 - ASP.Net, VB.Net, CSS, VB Script, JavaScript, HTML, SQL, and XML/XSL.
 - SQL Server 2000 and higher or Oracle using SQL with ASP.Net.
 - Reading and understanding Functional Specifications, Detail Design Documentation, Requirement Documents, and Entity Relationship Diagrams.

- **The following skill sets require at least 3 years experience:**
 - Java / J2EE
Proficiency in JAVA, SWING, J2EE, EJB, JSP, XML
 - UNIX Shell Scripting
 - MQ series
 - IBM MQ Series (Web Sphere MQ), WID(Web sphere Integration Developer), WBI MB(Web sphere Business Integration Message Broker), WBI Adapters, RAD(Rational Application Developer) and WAS(Web sphere Application Server) on various platforms like Windows, Linux and Unix
 - Web Sphere MQ workflow
 - Knowledge on Oracle Architecture Scripting in SQL, PL/SQL
 - SQL / Oracle, SOAP, Web services, SOA, UML
 - Oracle Database 10g & Oracle9i, PL/SQL ,Forms
 - Remedy Application Suite (version 7.0) – 3+ years

2.8 WORK ORDER PROCESS

Services shall be provided via a work order process using the pre-approved fully loaded labor rates applicable to their labor categories:

- a) The TO Manager shall e-mail a Work Order request to the TO Contractor to provide services. The request may include:
 - technical requirements and description of the services needed;
 - performance objectives and /or deliverables, as may be applicable;
 - due date and time for submitting a response to the request;
 - performance testing period;
 - other specific information as requested from the TO Contractor.

- b) The TO Contractor shall e-mail a response to the TO Manager within the specified time and include at a minimum:
 - a response that details the TO Contractor's understanding of the work;
 - a description of the proposed work plan in narrative format including time schedules, and if required a Work Breakdown Structure (WBS) chart. This description shall include a schedule of resource and related tasks, including an explanation of how tasks will be completed.
 - Identification of those activities or phases that can be completed independently or simultaneously versus those that must be completed before another activity or phase can commence.
 - Required place(s) where work must be performed;

- State-furnished information, work site, and/or access to equipment, facilities, or personnel;
 - The personnel resources and estimated hours to complete the task.
 - Note any materials and the cost or the estimated costs (if the situation absolutely requires an estimate versus an actual cost at the time).
- c) The TO Manager will review the response and will either approve the work and provide a NTP, or contact the TO Contractor to obtain additional information, clarification or revision to the work. If satisfied, the TO Manager will then provide the NTP.

2.9 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES

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

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

2.10 SUBSTITUTION OF PERSONNEL and NON-PERFORMANCE OF PERSONNEL

The substitution of personnel procedures is as follows. The TO Contractor may not substitute personnel without the prior approval of the agency. To replace any personnel, the TO Contractor shall submit resumes of the proposed personnel specifying their intended approved labor category. All proposed substitute personnel shall have qualifications equal to or better than those of the replaced personnel and must be approved by the TO Manager. The TO Manager shall have the option to interview the proposed substitute personnel. After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the requested substitution.

2.11 NON-PERFORMANCE OF PERSONNEL

In the event that DPSCS is dissatisfied with the TO Contractor’s personnel for not performing to the specified standards specified in Section 2.3, the TO Contractor personnel may be removed at the TO Manager’s discretion. Both parties will be in full communication as to the nature of the dissatisfaction and previous mitigation efforts included in Section 2.4. Replacement personnel must have qualifications equal to or greater than that of the non-performing person initially proposed and evaluated and accepted in the TOA. The TO Manager will determine the amount of time the TO Contractor has to provide a replacement.

2.12 INVOICING

Invoices shall be submitted monthly. Invoices will reflect costs for hours worked indicated in the work order process in section 2.8 accompanying weekly status reports (Deliverable 2.6). 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 Employer Identification Number (FEIN), as well as the information described below, and must be submitted to the TO Manager for payment approval.

2.12.1 INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

- A) The invoice shall identify the Department of Public Safety and Correctional Services/, Information Technology and Communications Division (DPSCS/ITCD) as the TO Requesting Agency, deliverable description, associated TOA number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number.
- B) The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees and any subcontractor and signed Acceptance of Deliverable form – Attachment 7, for each deliverable being invoiced) submitted for payment to the DPSCS/ITCD following address:

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

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

2.13 CHANGE ORDERS

If the TO Contractor is required to perform additional work, or there is a work reduction due to unforeseen scope changes, the TO Contractor and TO Manager shall negotiate an acceptable price modification based on the TO Contractor's proposed rates in the CATS II Master Contract and scope of the work change. No scope of work modifications shall be performed until a change order is executed by the TO Procurement Officer and approved by DoIT.

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

3.2.1 THE TECHNICAL PORTION OF THE TO PROPOSAL SHALL INCLUDE

- A) Proposed Services
 - 1) Executive Summary: A high level overview of the Master Contractor's understanding of the background, purpose, and objectives of the TORFP. The Executive Summary shall summarize the Master Contractor's capabilities and experience, and summarize the proposed methodology and solution for achieving the objectives of the TORFP.
 - 2) Proposed Solution: A detailed narrative of the Master Contractor's proposed methodology and solution for completing the requirements and deliverables in Section 2.6 –Contractor's Personnel Duties and Requirements.
 - 3) Risk Assessment: Identification and prioritization of risks inherent in meeting the requirements in Section 2.2 - Contractor's Personnel Duties and Requirements. Includes a description of strategies to mitigate risks.
 - 4) Assumptions: A description of any assumptions formed by the Master Contractor in developing the Technical Proposal. Master Contractors should avoid assumptions that counter or constitute exceptions to TORFP terms and conditions.
 - 5) Proposed Tools: A description of any tools, for example hardware and/or software applications that will be used to facilitate the work.
- D) Proposed Personnel
 - 1) Identify and provide resumes for all proposed personnel by labor category. The resume should feature prominently the proposed personnel's skills and experience as they relate to the Master Contractor's proposed solution and Section 2-2 – Contractor's Personnel Duties and Requirements.
 - 2) Provide the names and titles of the Master Contractor's management staff who will supervise the personnel and quality of services rendered under this TOA.
 - 3) Complete and provide, at the interview, Attachment 4 – Labor Classification Personnel Resume Summary.
- E) Master Contractor and Subcontractor Experience and Capabilities
 - 4) Provide up to three examples of projects or contracts the Master Contractor has completed that were similar to Section 2.2- Contractor's Personnel Duties and Requirements - Scope of Work. Each example must include contact information for the client organization complete with the following:
 - a) Name of organization.

- b) Point of contact name, title, and telephone number
 - c) Services provided as they relate to Section 2 - Scope of Work.
 - d) Start and end dates for each example project or contract. If the Master Contractor is no longer providing the services, explain why not.
- 5) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any entity of the State of Maryland. For each identified contract, the Master Contractor shall provide:
- a) Name of organization.
 - b) Point of contact name, title, and telephone number
 - c) Services provided as they relate to Section 2 - Scope of Work.
 - d) Start and end dates for each example project or contract. If the Master Contractor is no longer providing the services, explain why not.
 - e) Dollar value of the contract.
 - f) Whether the contract was terminated before the original expiration date.
 - g) Whether any renewal options were not exercised.

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

F) Confidentiality

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

3.2.2 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 all labor category rates fully loaded.

The Master Contractor shall include on Attachment 1 the proposed labor category rates. Proposed rates are not to exceed the rates as defined in the CATS II Master Contract.

SECTION 4 – TASK ORDER AWARD PROCESS

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, the TO Requesting Agency will consider all information submitted in accordance with Section 3.

4.2 TECHNICAL CRITERIA

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

- The proposed contractor's ability to meet the scope of work and requirements as outlined in Section 2 of the TORFP.
- The skills and qualifications of the TO contractor's staff assigned to the specific project and their ability to meet each deliverable.
- Demonstrated past experience supporting 5,000+ user environments.

4.3 SELECTION PROCEDURES

DPSCS will select one TO Contractor to provide programming resources and supply network and server support services.

- A) TO proposals will be assessed throughout the evaluation process for compliance with the minimum personnel qualifications in Section 2.7 and quality of responses to Section 3 of the TORFP. TO Proposals deemed technically qualified will have their financial proposal considered. All others will be deemed not reasonably susceptible to award and will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work. TO Contractors may be asked to deliver an oral presentation to DPSCS ITCD.
- B) Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.
- C) The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, technical review will have the greatest weight.

4.4 COMMENCEMENT OF WORK UNDER A TOA

Commencement of work in response to a TOA shall be initiated only upon issuance of a fully executed TO Agreement, Purchase Order and by a Notice to Proceed authorized by the TO Procurement Officer. See Attachment 6 - Notice to Proceed (sample).

ATTACHMENT 1

PRICE PROPOSAL FORM

PRICE PROPOSAL FOR CATS TORFP # Q00B1400014

CONTRACTORS SHALL PROVIDE HOURLY RATES FOR EACH CLASSIFICATION

Proposed Hourly Rates (Not to exceed 10,000 hours annually) Labor rates are fully loaded

YEARS	Year 1 (7/1/2011 – 6/30/2012)	Year 2 (7/1/2012 – 6/30/2013)	Year 3 (7/1/2013 – 5/31/2014)
--------------	-------------------------------	-------------------------------	-------------------------------

CLASSIFICATIONS		Master Contractor Price	Evaluated Price	Master Contractor Price	Evaluated Price	Master Contractor Price	Evaluated Price	State Evaluation Factor
1	Senior Database Manager See CATS II RFP Labor Category 22							10.0%
2	Senior Applications Programmer See CATS II RFP Labor Category 14							30.0%
3	Applications Development Expert See CATS II RFP Labor Category 11							5.0%
4	Senior Network Engineer See CATS II RFP Labor Category 81							20.0%
5	Senior Systems Engineer See CATS II RFP Labor Category 29							10.0%
6	Senior Systems Analyst See CATS II RFP Labor Category 37							5.0%
7	Senior Computer Security Systems Specialist See CATS II RFP Labor Category 48							5.0%
8	Technical Writer/Editor See CATS II RFP Labor Category 56							5.0%
9	Technical Writer/Editor See CATS II RFP Labor Category 56							5.0%
10	Testing Specialist See CATS II RFP Labor Category 27							5.0%
								100.0%
	Total Composite Labor							

	Rates							
	Total Evaluated Labor Price							

Title

SUBMIT AS A .PDF FILE WITH THE FINANCIAL RESPONSE

ATTACHMENT 2 – TASK ORDER AGREEMENT

CATS II TORFP# QOOB1400014 OF MASTER CONTRACT #060B9800035

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

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 Department of Public Safety and Correctional Services, as identified in the CATS II TORFP # Q00B1400014.
 - b. “CATS II TORFP” means the Task Order Request for Proposals # Q00B1400014, dated MONTH DAY, YEAR, including any addenda.
 - c. “Master Contract” means the CATS II Master Contract between the Maryland Department of Information Technology and TO Contractor dated _____.
 - 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 Department of Public Safety and Correctional Services and TO Contractor.
 - f. “TO Contractor” means the CATS II Master Contractor awarded this TO Agreement, whose principal business address is _____.
 - g. “TO Manager” means Kevin Combs of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
 - h. “TO Proposal - Technical” means the TO Contractor’s technical response to the CATS II TORFP dated date of TO Proposal – Technical.
 - i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS II TORFP dated date of TO Proposal - Financial.
 - j. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.
2. Scope of Work
 - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend conflict with or supersede the Master Contract.
 - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS II TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
 - a. The TO Agreement,
 - b. Exhibit A – CATS II TORFP
 - c. Exhibit B – TO Proposal-Technical
 - d. Exhibit C – TO Proposal-Financial

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

3. Time for Performance

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

4. Consideration and Payment

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

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

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

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

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

TO Contractor Name

By: Type or Print TO Contractor POC

Date

Witness: _____

STATE OF MARYLAND, DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONAL SERVICES

By: Phillip Peay, TO Procurement Officer

Date

Witness: _____

ATTACHMENT 3 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

"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.

"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.

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.

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):

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

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

Date: _____ By: _____

(Authorized Representative and Affiant)

SUBMIT AS A .PDF FILE WITH TO RESPONSE

SIGNATURE REQUIRED AT THE TIME OF THE INTERVIEW

ATTACHMENT 4 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY

INSTRUCTIONS:

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

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

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

SUBMIT WITH TECHNICAL PROPOSAL

SIGNATURE REQUIRED AT THE TIME OF THE INTERVIEW

ATTACHMENT 4 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY (CONTINUED)

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

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

Contractor's Contract Administrator:

Signature

Date

Proposed Individual:

Signature

Date

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

ATTACHMENT 5 – DIRECTIONS

TO THE PRE-TO PROPOSAL CONFERENCE

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

9:30 A.M., June 1st, 2011

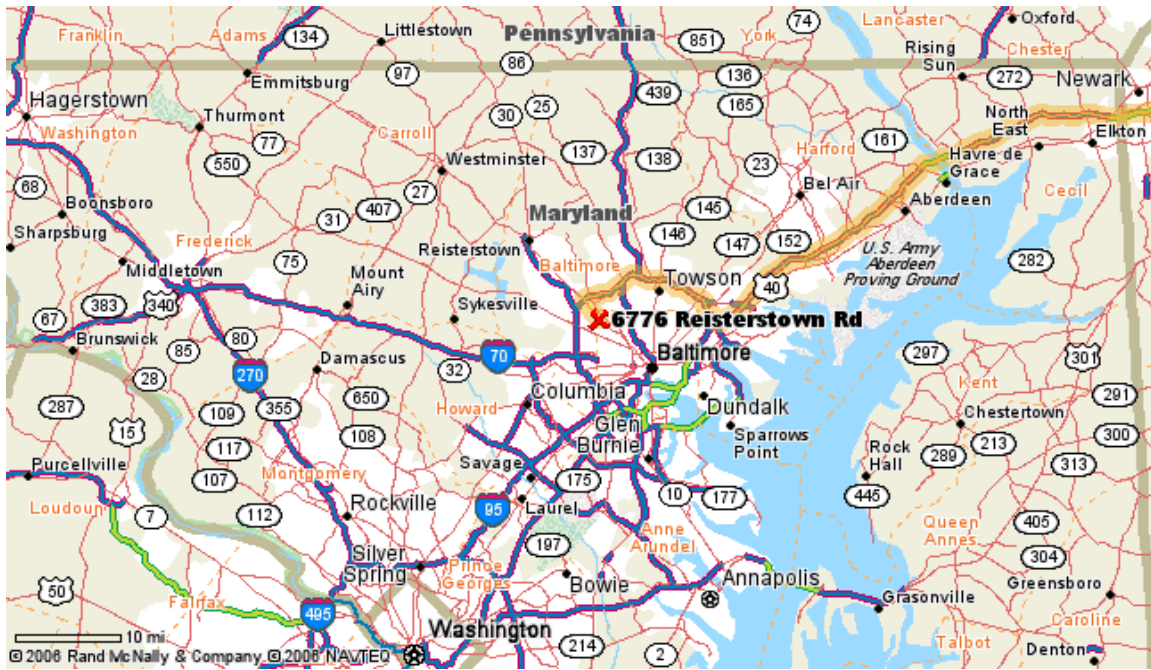
From points North of Baltimore: Take I-95 S to Take I-695 W (Towson) exit on right. Take Exit 20 (MD-140, Reisterstown Rd, Pikesville, Garrison) on right. Take MD-140 S (Pikesville) ramp on left. Continue onto MD-140 E (Reisterstown Rd) for 2.3 miles. Make a left at Brookhill Road (light after Exxon 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 pass the Social Security Administration.

From points West of Baltimore: Take I-70 East to Exit 91B-A (I-695, I-95 N, I-95 S, New York, Towson, Baltimore, Glen Burnie) on right. Take I-695 N (Baltimore Beltway Inner 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 pass 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, make a left by the vending machines. Room 200 is halfway down the hall on your right.



ATTACHMENT 6 – NOTICE TO PROCEED

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS II Task Order Agreement # Q00B1400014

Dear TO Contractor Contact:

This letter is your official Notice to proceed as of Month Day, Year, for the above-referenced Task Order Agreement. Kevin Combs of the Department of Public Safety and Correctional Services will serve as your contact person on this Task Order. Kevin Combs can be reached at 410-585-3102 or by email at kcombs@dpdcs.state.md.us.

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

Sincerely,

Phillip Peay

Task Order Procurement Officer

Enclosures (2)

cc: Kevin Combs

Procurement Liaison Office, Department of Information Technology

Project Management Office, Department of Information Technology

ATTACHMENT 7 – AGENCY RECEIPT OF DELIVERABLE FORM

I acknowledge receipt of the following:

TORFP Title: Server, Network and Programming Support Services

TO Agreement Number: # Q00B1400014

Title of Deliverable: _____

TORFP Reference Section # _____

Deliverable Reference ID # _____

Name of TO Manager: Kevin Combs

TO Manager Signature

Date Signed

Name of TO Contractor's Project Manager: _____

TO Contractor's Project Manager Signature

Date Signed

SUBMIT AS REQUIRED IN SECTION OF THE TORFP.

ATTACHMENT 8 – AGENCY ACCEPTANCE OF DELIVERABLE FORM

Agency Name: DPSCS/ITCD

TORFP Title: Network, Server and Programming Support Services

TO Manager: Kevin Combs, (410) 585-3102

To:

The following deliverable, as required by TO Agreement # Q00B1400014, has been received and reviewed in accordance with the TORFP.

Title of deliverable: _____

TORFP Contract Reference Number: Section # _____

Deliverable Reference ID # _____

This deliverable:

Is accepted as delivered.

Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

TO Manager Signature

Date Signed

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

ATTACHMENT 9 – NON-DISCLOSURE AGREEMENT (OFFEROR)

This Non- Disclosure Agreement (the “Agreement”) is made this ___ day of _____ 200_, by and between _____ (hereinafter referred to as "the OFFEROR ") and the State of Maryland (hereinafter referred to as “the State”).

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS II TORFP # Q00B1400014 for Network, Server and Programming Support Services. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to _____. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as “Confidential Information”. As a condition for its receipt and access to the Confidential Information described above, the OFFEROR agrees as follows:

1. OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received under Section 1.7, except in connection with the preparation of its TO Proposal.
2. Each employee or agent of the OFFEROR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the OFFEROR shall provide originals of such executed Agreements to the State. Each employee or agent of the OFFEROR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the OFFEROR.
3. OFFEROR shall return the Confidential Information to the State within five business days of the State’s Notice of recommended award. If the OFFEROR does not submit a Proposal, the OFFEROR shall return the Confidential Information to Phillip Peay, Department of Public Safety and Correctional Services on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State’s rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR’S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys’ fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.
8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

OFFEROR: _____

BY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

SUBMIT AS REQUIRED IN SECTION 1.6 OF THE TORFP

ATTACHMENT 10 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made as of this ____ day of _____, 200__, by and between the State of Maryland (“the State”), acting by and through its Department of Public Safety and Correctional Services (the “Department”), and _____ (“TO Contractor”), a corporation with its principal business office located at _____ and its principal office in Maryland located at _____.

RECITALS

WHEREAS, the TO Contractor has been awarded a Task Order Agreement (the “TO Agreement”) for Network, Server and Programming Support Services TORFP No. Q00B1400014 dated _____, (the “TORFP”) issued under the Consulting and Technical Services procurement issued by the Department, Project Number 060B9800035; and

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

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

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

or the TO Contractor's former Personnel. TO Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).

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

TO Contractor/TO Contractor's Personnel:

Department of Public Safety and Correctional Services:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT 11 – TO CONTRACTOR SELF-REPORTING CHECKLIST

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

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

<p>B) Did the Master Contractor request each personnel substitution in writing? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>
<p>C) Does each accepted substitution possess equivalent or better education, experience and qualifications than incumbent personnel? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>
<p>D) Was the substitute approved by the agency in writing? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>
<p>Section 4 – TO Change Management</p>
<p>A) Is there a written change management procedure applicable to this TO? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>
<p>B) Does the change management procedure include the following?</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/> Sections for change description, justification, and sign-off</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/> Sections for impact on cost, scope, schedule, risk and quality (i.e., the impact of change on satisfying TO requirements)</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/> A formal group charged with reviewing / approving / declining changes (e.g., change control board, steering committee, or management team)</p>
<p>C) Have any change orders been executed? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(If yes, explain expected or actual impact on TO cost, scope, schedule, risk and quality) _____</p>
<p>D) Is the change management procedure being followed? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>

ATTACHMENT 12 – LIVING WAGE AFFIDAVIT OF AGREEMENT

Contract No. _____
Name of Contractor _____
Address _____
City _____ State _____ Zip Code _____

If the Contract is Exempt from the Living Wage Law

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

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

If the Contract is a Living Wage Contract

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

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

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

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

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____ Title: _____

Witness Name (Typed or Printed): _____

Witness Signature & Date: _____

EXHIBIT A

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

Printed Name and Address
of Employee or Agent

Signature

Date

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

EXHIBIT B PERFORMANCE EVALUATION

DATE:

CATS II TORFP PROJECT NUMBER (Q00B1400014)

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 2.11 NON-PERFORMANCE OF PERSONNEL

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.