



CONSULTING AND TECHNICAL SERVICES II (CATS II)

TASK ORDER REQUEST FOR PROPOSALS (TORFP)

DOIT WEB SYSTEMS SUPPORT AND SERVICES

CATS II TORFP # F50B9200038

DEPARTMENT OF INFORMATION TECHNOLOGY

ISSUE DATE: 10/30/2009

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KEY INFORMATION SUMMARY SHEET

This Consulting and Technical Services II (CATS II) Task Order Request for Proposals (TORFP) is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. All 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:	DoIT Web Systems Support and Services
Functional Area:	Functional Area 2 – Web and Internet Systems
TORFP Issue Date:	10/30/2009
Closing Date and Time:	12/3/2009 at 2 PM
TORFP Issuing Agency:	Department of Information Technology
Send Questions and Proposals to:	Robert Krysiak robert.krysiak@doit.state.md.us
TO Procurement Officer:	Robert Krysiak Office Phone Number: 410-260-7179 Office FAX Number: 410-974-5615
TO Manager:	Teri Greene Office Phone Number: 410-260-7919 Email: teri.greene@doit.state.md.us
TO Project Number:	PO # F50B9200038
TO Type:	Combination Fixed Price and Time and Materials
Period of Performance:	2 Years with 2 1-Year Options
MBE Goal:	15 percent
Small Business Reserve (SBR):	No
Primary Place of Performance:	45 Calvert Street, Annapolis, MD 21401
TO Pre-proposal Conference:	Department of Information Technology 11/12/2009 at 10:00 AM See Attachment 6 for directions.

SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

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

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

1.2 TO AGREEMENT

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

1.3 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the stated date and exact time. The time will be local time as determined by the Department of Information Technology's e-mail system time stamp. The TO Proposal is to be submitted via e-mail as two attachments in MS Word format. The "subject" line in the e-mail submission shall state the TORFP # F50B9200038. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS II TORFP # F50B9200038 Technical". The second file will be the financial response to this CATS II TORFP and titled, "CATS II TORFP # F50B9200038 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 I – Living Wage Affidavit (see CATS II RFP)

1.4 ORAL PRESENTATIONS/INTERVIEWS

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 TO Agreement shall provide IT technical and/or consulting services for State agencies or component programs with those agencies, and must do so impartially and without any conflicts of interest. Each Master Contractor shall complete and include a Conflict of Interest Affidavit in the form included as Attachment 4 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 45 Calvert Street, Annapolis, MD. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of Attachment 10. Please contact the TO Procurement Officer of this TORFP to schedule an appointment.

In addition, certain documentation may be required by the TO Contractor awarded the TO Agreement in order to fulfill the requirements of the TO Agreement. The TO Contractor, employees and agents who review such documents will be required to sign, including but not limited to, a Non-Disclosure Agreement (TO Contractor) in the form of Attachment 11.

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 TO Agreement amount established.

1.9 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

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

Attachment 12 is a sample of the TO Contractor Self-Reporting Checklist. DoIT will send initial checklists out to applicable TO Contractors approximately three months after the award date for a TO. The TO Contractor shall complete and return the checklist as instructed on the checklist. Subsequently, at six month intervals from the due date on the initial checklist, the TO Contractor shall update and resend the checklist to DoIT.

1.10 ABBREVIATIONS AND DEFINITIONS

- a. DNS – Domain Name System is the way that Internet domain names are located and translated into Internet Protocol addresses.
- b. IDS – Intrusion Detection Systems.
- c. IPS – Intrusion Prevention System.
- d. ISP – Internet Service Provider. A public provider of remote connections to the Internet.
- e. Layer 2 Transport – Layer 2 of the Open Systems Interconnection (OSI) Model that refers to the data link layer. The data link layer provides reliable transit of data across a physical network link.
- f. Not to Exceed (NTE) Ceiling – This means a discrete dollar amount, stated in any Work Order, which may not be exceeded. If a TO Contractor reaches this NTE Ceiling while performing a Work Order it shall stop performing any services for which it would seek payment beyond the NTE Ceiling amount, until such time as the Procurement Officer authorizes an increase in the NTE Ceiling amount to allow the continuation of services.
- g. Notice To Proceed (NTP) – A written notice from the TO Manager that work on the project or work order is to begin on a specified date. This is the official start date of the project or work timeline. An NTP will be issued upon completion of the work order process outlined within Section 2 of this RFP.
- h. OOTB – Out of the Box.

- i. Open Systems Interconnection (OSI) Model – A reference model for worldwide communications that defines a networking framework for implementing protocols in seven layers.
- j. SAN – Storage Area Network
- k. VPN – Virtual Private Network
- l. Work Order - An agreement between the State and TO Contractor resulting from the work order procedures outlined within Section 2 of this TORFP. A Work Order will not alter general terms and conditions contained in the Master Contract. A Work Order may not in any way amend, conflict with or supercede the Contract.

SECTION 2 - SCOPE OF WORK

2.1 PURPOSE

This CATS II TORFP is being issued to support the Department of Information Technology's (DoIT) web systems and shared services including the Maryland.gov Portal. These systems are currently located at the State's University of Maryland College Park Data Center and at DoIT in Annapolis, Maryland. The business owners of these systems are DoIT, the Department of Budget and Management (DBM), the Governor's Office and coordinating offices. However, the scope of work for this Contract may include work with other State entities at other facilities or locations.

The TO Contractor shall provide the necessary labor to perform the following discrete major tasks within the scope of this TORFP to ensure that the following goals and objectives are met:

- 2.1.1 Provide transition of the project and services from the current Contractor.
- 2.1.2 Provide project administration and software support for the production and publishing environments as well as the development platform. Activities include system administration to address incidents, change requests, upgrades and Work Order projects.
- 2.1.3 Provide technical services to support and maintain servers, IDS/IPS and other technical components that ensure the availability and reliability of Maryland.gov and affiliated web sites and services.
- 2.1.4 Support additional Work Orders for projects on a Time and Materials basis that may include development, maintenance, upgrades, technology refresh, and modifications. The scope of Work Order projects is Maryland.gov sites that are consolidated within DoIT's web systems architecture and/or requested through a work order approval process. Work Order projects are anticipated to be a minimum of the work associated with this TORFP.
- 2.1.5 Establish configuration change control process and Service Level Agreements using co-source arrangements with DoIT and/or the State's contractors to ensure redundant services, network security management, monitoring, data backup, storage, disaster recovery and restore services.
- 2.1.6 Provide end-of-contract transition services to the State or a replacement vendor.

2.2 BACKGROUND

- 2.2.1 In 2001 the DBM Office of Information Technology began the Portal project in response to legislation that directed the State to "move toward more citizen centric web based applications to assist in providing goods and services to Maryland's citizens." Maryland.gov is a citizen-focused, enterprise-wide Internet portal that enables visitors to easily locate information and online services within the Maryland State government.
- 2.2.2 Since 2001, DBM's and DoIT's various web sites and web applications have been consolidated within the software/hardware and network security architecture of Maryland.gov that included migration of the site from a commercial data center to a state-owned data center served by the State's wide area network (networkMaryland™). Statewide search services were established using the Google Search Appliance (GSA).
- 2.2.3 In 2008 DoIT migrated all web sites to Microsoft Office SharePoint Server. The new solution provides content management and collaboration functions as well as secure access for Internet, Intranet and Extranet contributors. Templates allow multiple sites with distinct statewide branding to be hosted within one Portal.

2.3 ROLES AND RESPONSIBILITIES

- 2.3.1 The TO Contractor shall have a single point of contact to act as the Program/Contract TO Administrator whose responsibilities include, but are not limited to the following: liaison between the TO Contractor and the State, oversight of daily operations and maintenance, receive Work Orders and NTPs from the State, authority to commit additional work of TO Contractor's staff, receive evaluation forms and address any necessary remediation plans.
- 2.3.2 Key personnel staffing will be based on the TO Contractor's proposed solution and shall meet the requirements of the labor categories as described in the CATS II RFP and shall be experienced in SharePoint software, Microsoft .NET web development, SQL server administration and programming, HTML, CSS, XML, Windows Server administration, JavaScript and Photoshop. Staff will have web development skills and experience to translate application requirements into web pages to serve either as stand-alone site elements or web-based applications. Support for shared services includes, but is not limited, to Maryland.gov, dbm.maryland.gov, doit.maryland.gov, statewide search services, web services, statewide branding, and training.
- 2.3.3 The TO Contractor shall have staff to support the managed services components of the Contract to include, but not be limited to, server maintenance, monitoring and coordination with DoIT and/or the State's contractors to ensure ISP, network and security monitoring, IDS and backup services as well as co-source arrangements with DoIT Enterprise Infrastructure Services group.
- 2.3.4 Key personnel for software support and system administration will be located at DoIT's offices at 45 Calvert Street, Annapolis, MD.

2.4 CURRENT ENVIRONMENT

- 2.4.1 The current environment includes the following hardware and software components to provide a highly secure, available, reliable and scalable infrastructure to support the 24x7x365 operations of the Portal.
- Microsoft Windows 2003 Server
 - Microsoft Internet Information Server (IIS) 6.0
 - Microsoft SQL Server 2005 Enterprise Edition
 - Microsoft Active Directory Server
 - Microsoft Certificate Server
 - Microsoft Office SharePoint Server 2007
 - Microsoft Windows SharePoint Services
 - Webtrends
 - ASP.NET
 - Symantec Anti Virus
 - Avamar Backup Client
 - Cisco switches
 - F5 load balancers
 - Dell/EMC SAN
 - Cisco ASA Firewalls/IPS
 - Compaq/HP web servers
 - Google Search Appliances
 - ILO/KVM
- 2.4.2 The production environment of the Maryland.gov Portal is hosted at the University of Maryland College Park Datacenter. networkMaryland provides redundant connectivity to the Internet (1 Mbps burstable to 10 Mbps). A remote backup solution as well as network and security monitoring including IDS/IPS is handled via out-of-band service and VPN connections.

- 2.4.3 Application maintenance is performed from a remote site using secure Internet protocols and network configurations. . Content management and administration is performed remotely by DoIT via a VPN connection that is established between the DoIT site in Annapolis and the production environment.
- 2.4.4 A schema and inventory of all hardware and network equipment will be available in a reading room at DoIT in Annapolis, MD.
- 2.4.5 The customized Microsoft Office SharePoint Services (MOSS) software and the Google Search Appliances are the core software applications. SharePoint manages sites based on Microsoft's three stage topology, with authoring, staging, and production farms. Google software provides search capabilities through tight integration with the SharePoint and crawler technology.

2.5 TECHNICAL AND FUNCTIONAL REQUIREMENTS

2.5.1 Transition from Current Contractor

- a) The transition period will begin immediately following Contract award and the date the first NTP is issued. TO Contractor personnel that are identified as key staff are expected to remain on-site at DoIT's offices in Annapolis, MD to perform ongoing maintenance and support. The initial phase and continuing operation and maintenance will begin with the transition period and continue through the term of the Contract. Assigned staff will work closely with both state employees and Contractual staff during the transition period.
- b) The State has planned for a 30 business-day transition period to complete verification and performance testing through a complete business cycle. The TO Contractor shall have a transition plan for transferring all maintenance and support activities and documentation from the incumbent to the TO Contractor. Additionally, the TO Contractor shall be provided with the incumbent's transition plan. The TO Contractor shall use this as the basis for the subsequent implementation of its startup transition plan and as part of the transition performance period.
- c) The TO Contractor's transition solution and period of performance shall commence with the date of the NTP which will be issued at the kick-off meeting. The TO Contractor shall submit the final transition plan within 5 business days following the issuance of the NTP for transition. Upon acceptance of the plan, the plan is to be implemented in accordance with the timeframe specified in the TO Contractor's final transition plan.

The transition solution shall include a project plan that addresses:

1. Staffing including SharePoint, Google, SQL Server, and .NET software expertise;
2. Communication between the TO Contractor, DoIT, the incumbent contractor and other State contractors;
3. Security access and system connectivity;
4. Hardware/software and office administrative needs;
5. Training and orientation of TO Contractor's staff on state applications;
6. Attaining working knowledge of standard operating procedures to support and maintain the Maryland.gov as well as DoIT's and the State's general business practices;
7. Attaining working knowledge of all technical and functional matters associated with the network and security architecture, and system applications;
8. Attaining working knowledge of various utilities and software products used to support Maryland.gov;
9. Timing of transition; status reporting and meetings between DoIT and various parties;
10. Demonstrate team's operational readiness to move into maintenance and support phase.

2.5.2 Baseline Maintenance and Operations

- a) The TO Contractor shall provide technical staff with qualified software experience, web programming and technical skills to support the maintenance and development of the SharePoint portal software, Google and associated modules to manage standard and custom web parts as well as third-party solutions to manage and publish content. Support includes web sites and applications that reside on the development, testing and production environments. Daily tasks will include software maintenance activities as well as graphics support for montage areas of the Maryland.gov; DBM and DoIT web sites and use of OOTB functions of SharePoint to streamline coordination of content between DoIT and agency channels.
- b) The TO Contractor shall maintain a system to record and monitor all system incident requests (SIRs) and change requests (CRs) made to DoIT's web systems and provide remote access to the system for use by DoIT staff.
- c) The TO Contractor shall provide a single point of contact for administration of the project and configuration control of the systems. This person will produce weekly and monthly project status reports that track SIRs and CRs in accordance with pre-defined service levels and show solutions and projected resolution dates.
- d) The TO Contractor shall maintain documentation and an electronic library for all functional and technical features of DoIT's enterprise web systems including the following:
 - Technical Support Agreement
 - Standard Operating Procedures
 - Backup and Disaster Recovery Plan
 - Functional System Design Document
 - Network and Security Architectural Design
 - System Documentation
 - Hardware/Software Inventory
 - Roles and Responsibilities Matrix
- e) The TO Contractor shall replace, upgrade, patch or apply hot fixes as directed through the weekly change control process to ensure that software is up to date.
- f) The TO Contractor shall provide monthly statistics using Web Trends and other reporting tools. The statistics must include traffic levels (usage), number of trouble tickets, outages, duration of each outage, and outage resolution.
- g) The TO Contractor shall perform day-to-day management of assigned projects and information systems management professionals. Prepare and present program level management products such as work breakdown structures, charts, tables, graphs, milestone calendars and diagrams to assist in analyzing problems and making recommendations.
- h) The TO Contractor shall provide staff with demonstrated web development experience in SharePoint, C#, ASP.NET, JavaScript, HTML, CSS, XML, SQL Server, and Photoshop and the ability to translate application requirements into web pages to serve either as stand-alone site elements or as the front end to web-based applications. The TO Contractor shall recommend and apply new and emerging technologies to the web site/web page development process.
- i) The TO Contractor shall manage the State's IDS/IPS monitoring solution to protect the system from various security threats.

2.5.3 Network Managed Services and Support

- a) The TO Contractor shall interface with DoIT's network managed services contractor who will operate a full time (24x7x365) Network Operation Center (NOC) to continuously monitor the Maryland.gov and DoIT web hosting environment including servers, virtual servers, SANs, disk/tape backups, load balancers and firewalls.
- b) The TO Contractor shall provide 24x7 support and remediation personnel to work with DoIT and/or the State's contractors to maintain, upgrade, troubleshoot and resolve incidents related to the technical infrastructure of these systems (web and database servers, routers/switches, firewalls, load balancers, backups and internet connection, backup and disaster recovery services) including personnel with expertise in managed firewall services to interface with DoIT and/or the State's contractors to ensure reliable and secure connections across the Internet for remote services.

2.5.4 Server and Hardware Maintenance and Support (Managed Fixed-Price Services)

- a) The TO Contractor shall reconfigure, replace or deploy new servers and/or hardware and software to host web sites or applications developed and maintained by DoIT and/or other agencies and third-party contractors using an established testing standard and migration process. This includes migration of equipment or installation of new equipment at other state-owned data centers. Additional ongoing maintenance and/or monitoring of the additional servers once installed and accepted, shall be incorporated by the TO Contractor and the State into the monthly fixed-price services through the contract's Configuration Control process. All changes require the prior written approval of the State Contract Manager who will determine when changes will be directed as Work Orders.
- b) The TO Contractor shall provide detailed configuration management and asset tracking/inventory information via a web-based tool.
- c) The TO Contractor shall, as requested, provide the physical support to tag and control all State-owned hardware and software.
- d) The TO Contractor shall provide patch management for critical security updates for all hardware/software.
- e) The TO Contractor shall not charge the State for additional web sites added to existing monitored devices.
- f) The TO Contractor shall follow through to fix problems according to pre-defined priority and service levels.

2.5.5 Monitoring

- a) The TO Contractor shall provide a full time (24x7x365) Network Operations Control Center (NOCC) to continuously monitor the Maryland.gov and DoIT hosting environment. This includes IDS/IPS monitoring and administration to filter traffic, detect and prevent improper attempts to access systems located at the College Park Data Center and at DoIT in Annapolis, Maryland as well as requests made to modify settings.
- b) The TO Contractor shall provide Service Desk support to record incidents, route, resolve, escalate, report and analyze information using a real-time web based customer reporting system.
- c) The TO Contractor shall provide managed firewall services to ensure reliable and secure connections across the Internet for remote services.

- d) The TO Contractor shall provide an Internet Service Monitoring (ISM) to monitor critical server/appliance services, database application components, site availability and application response times. The list of critical services is available at the reading room at DoIT in Annapolis, MD.
- e) The TO Contractor shall produce statistics and analyze information from all equipment which shall include but not be limited to the following: routers, IDS/IPS, switches, firewalls, load balancers, Windows servers, backups and Internet connection to monitor impact on shared services and to aggregate system performance, availability, security and capacity. The results of these analyses shall be a part of the monthly status report.

2.5.6 Backup and Disaster Recovery Services

- a) The TO Contractor shall propose a hard disk to tape media backup service for archival and disaster recovery retrieval purposes. Backups will consist of weekly full, hot backups and daily incremental hot backups. Current volume is 150 gigabytes (GB) of hard disk data storage per month. Additional storage for back-up and disaster recovery will be addressed at a per GB rate identified on the price sheet proposal.
- b) The TO Contractor shall schedule, perform, monitor and test the backup/restore procedure to full functionality.
- c) The TO Contractor shall determine the backup requirements for all new data or software application components added to the system. Baseline for fixed priced services may be adjusted up or down according to unit price in Attachment 1.
- d) The TO Contractor shall maintain the backup media in fireproof vaults at an offsite storage facility at a minimum of 25 mile radius away from the production site.
- e) The TO Contractor shall provide disaster recovery services in accordance with the Statewide Security Policy identified in Section 2.11 and maryland.gov Disaster Recovery Plan.

2.5.7 Work Order Process

- a) Services shall be provided via a work order process using the pre-approved fully-loaded labor rates applicable to their labor categories:
- b) 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.
- c) 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 resources including proposed subcontractors 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, including those of subcontractors, 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).
- d) 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.
- e) If time is of the essence, as determined by the TO Manager, and does not permit completion of work to be initiated by this method, the TO Manager will contact the TO Contractor by any method and request services within the time frames established by the Service Level Agreement for normal or emergency maintenance.

2.5.8 End-of-Contract Transition

- a) The TO Contractor shall support requested activities for technical, business and administrative support to ensure effective and efficient end-of-contract transition to the State or another State contractor. Examples of these activities include a final project debriefing meeting, organization and hand-off of project materials, documentation, electronic media, any final reports, updated work plans, and final invoices. The TO Contractor shall ensure that all necessary knowledge and materials for the tasks completed is transferred to the custody of State personnel.
- b) A Transition Plan shall be due from the TO Contractor within 30 days of being notified by the TO Contract Manager of a final contract end date. The transition plan shall include:
- A) Any Staffing concerns/issues;
 - B) Communications between the TO Contractor and the TORFP Contract Manager;
 - C) Security and system access: review and closeout as needed;
 - D) Any hardware/software and telecommunications requirements and setup, other general office needs;
 - E) Any final training/Orientation of State staff or another State contractor's staff;
 - F) Knowledge transfer to include:
 1. A working knowledge of the system environment as well as the general business practices of the State;
 2. Review with DoIT the procedures and practices that support the business process and system;
 3. Working knowledge of all technical and functional matters associated with the system, its system architecture, data file structure, system interfaces, any batch programs, and any hardware or software tools utilized in the performance of this Contract;
 4. Documentation that lists and describes all hardware and software tools utilized in the performance of this Contract;
 5. A working knowledge of various utilities and corollary software products used in support and operation of the system;

6. A working knowledge of all processes and procedures, both functional and technical, concerning all the system's interfaces.
- c) Completion of tasks and any unfinished work plan items;
- d) A working knowledge of standard operating procedures;
- e) Provide for the development and content of a checklist to document the State's readiness;
- f) Demonstrate and document TO Contractor's team readiness, allowing them to move into any follow-on phase such as maintenance;
- g) Document any risk factors and suggested solutions;
- h) Methodology for Status reporting and meetings;
- i) Timing of transition;
- j) All documentation and data is current and complete with a hard and soft copy in a format prescribed by the Contract Manager;
- k) Copies of current daily and weekly back-ups as of the final date of transition back to the State or State's Contractor, but no later than the final date of the Contract.

2.6 PERFORMANCE TESTING PERIOD

- 2.6.1 A performance testing period will begin immediately following contract transition or as specified in a Work Order proposal after all applicable deliverable products and services comprising the TO Contractors support of DoIT Web Systems Support and Services have been installed and all applicable deliverables have been accepted. The performance period will be for a period of 90 days unless otherwise specified in the TO Contract to allow for adequate testing of all functionality by the State, including any and all processes and interfaces. The time period for any performance testing period will be at the minimum noted in subsequent plans such as the Project Management Plan.

The purpose of a performance testing period is to meet the following objectives:

- Testing of all existing system applications and services.
- Validate system set-up for functionality and user access.
- Confirm use of system in performing business processes.
- Confirm integrity of business process, data, services, security, and end products.
- Verify all requirements of the Contract have been met.
- Verify speed of performance.
- Determine TO Contractor's response time for errors or failures.

- 2.6.2 2.6.3 During any performance period, DoIT will test the functionality and integration system and services to ensure that the requirements of the applicable Contract and any internal requirements determined during specification design validation review have been met. During the performance period, the system and services must perform at a level consistent with the performance specifications set by the service levels for baseline maintenance and operations or the Work Order proposal. Any system and services must be available for unrestricted use by DoIT staff and other applicable users on an average effectiveness level of 99.5 percent or more for the given performance period. Availability for unrestricted use means that the system and services is accessible to users with full processing functionality. Effectiveness level refers to the system and services meeting the objectives as defined in the Contract, subsequent Project Management Plans and/or Work Order proposals. Should DoIT encounter performance problems or discover specifications have not been met by either the system or services, the TO Contractor

shall rectify the performance problem or complete the specification to DoIT's satisfaction at no additional cost to DoIT within two (2) weeks of the occurrence of these problems or as directed and approved by the DoIT TO Manager.

2.6.4 If it is determined that the scheduled Performance Period does not allow sufficient time for DoIT to verify all system services, then the TO Manager will extend the performance period to guarantee that the system is free from performance problems and meets all specifications as defined in the Contract and follow-on plans. Should DoIT encounter performance problems or discover specifications have not been met, the TO Contractor shall rectify the performance problem or complete the specification to DoIT's satisfaction at no cost to DoIT within two (2) weeks or as directed by DoIT.

2.7 SERVICE LEVEL AGREEMENT

2.7.1 The TO Contractor shall provide guaranteed service availability of all web sites and applications at 99.5% or greater, excluding a weekly scheduled maintenance window approved by the State of approximately 30 minutes or other pre-defined times approved by the State Contract Manager.

2.7.2 The TO Manager shall be notified 48 hours in advance of scheduled maintenance activities that may impact site/system availability. Maintenance of 30 minutes or more shall be scheduled during the period 3 a.m. until 7 a.m. Maintenance outside of this schedule must have prior approval by the TO Manager.

2.7.3 The TO Contractor shall address system issues relating to software, hardware, network, IDS/IPS and backup services according to predefined service levels. The State has the authority to establish and modify the priorities.

Level	Category	Description	Service Level
Priority 1	Severe Problem	A service, access, functionality is unavailable and no readily available alternative solution or workaround exists for established service levels	Notification to the TO Manager within 10 minutes; resolution within 30 minutes (24 hours a day, 7 days a week)
Priority 2	Severe Problem	A service, access, functionality is unavailable but a readily available alternative solution or workaround does exist	Notification to the TO Manager within 30 minutes; work towards resolution within 2 hours (24 hours a day, 7 days a week)
Priority 3 and 4	Isolated Problem Degraded Performance Change Management Configuration Control	Limited to a few users; degraded application functionality, change management, configuration control	Notification to the TO Manager within 3 business days; work towards resolution (Monday through Friday, excluding State of Maryland holidays)

2.8 HARDWARE AND SOFTWARE PURCHASES

Hardware and software shall be purchased according to the procedures outlined in Section 2.2.1.1 and 2.8.4 of the CATS II Master Contract. The TO Contractor is responsible for acquiring any necessary hardware and software used at the TO Contractor's location. If the TO Contractor requires lap tops, application development, monitoring

or remote access tools, the TO Contractor is responsible for purchasing and licensing such tools. The State may provide computers or server space to host application development tools used at the agency.

2.9 DELIVERABLES

2.9.1 Deliverable Submission Process

- 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.
- b) Drafts of all final deliverables are required at least two weeks in advance of when all final deliverables are due. Written deliverables defined as draft documents must demonstrate due diligence in meeting the scope and requirements of the associated final written deliverable. A draft written deliverable may contain limited structural errors such as poor grammar, misspellings or incorrect punctuation, but must:
 - Be presented in a format appropriate for the subject matter and depth of discussion.
 - Be organized in a manner that presents a logical flow of the deliverable's content.
 - Represent factual information reasonably expected to have been known at the time of submittal.
 - Present information that is relevant to the section of the deliverable being discussed.
 - Represent a significant level of completeness towards the associated final written deliverable that supports a concise final deliverable acceptance process.
- c) Upon completion of a deliverable, the TO Contractor shall document each deliverable in final form to the TO Manager for acceptance. The TO Contractor shall memorialize such delivery in an Agency Receipt of Deliverable Form (Attachment 8). The TO Manager shall countersign the Agency Receipt of Deliverable Form indicating receipt of the contents described therein.
- d) Upon receipt of a final deliverable, the TO Manager shall commence a review of the deliverable as required to validate the completeness and quality in meeting requirements. Upon completion of validation, the TO Manager shall issue to the TO Contractor notice of acceptance or rejection of the deliverables in an Agency Acceptance of Deliverable Form (Attachment 9). In the event of rejection, the TO Contractor shall correct the identified deficiencies or non-conformities. Subsequent project tasks may not continue until deficiencies with a deliverable are rectified and accepted by the TO Manager or the TO Manager has specifically issued, in writing, a waiver for conditional continuance of project tasks. Once the State's issues have been addressed and resolutions are accepted by the TO Manager, the TO Contractor will incorporate the resolutions into the deliverable and resubmit the deliverable for acceptance. Accepted deliverables shall be invoiced within 30 days in the applicable invoice format (Reference 2.13 Invoicing).
- e) 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.

The State-required deliverables are defined below. Within each task, the TO Contractor may suggest other subtasks or deliverables to improve the quality and success of the project. 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 specified. The TO Contractor should refer to the Maryland System Development Life Cycle document for the format of the deliverables (See www.doit.maryland.gov, keyword SDLC). Any changes to the WBS will have to be pre-approved by the DoIT Contract Manager.

Section Reference	Deliverable	Due Date
2.5.1 Transition from Current Contractor – Phase I	<ol style="list-style-type: none"> 1. Transition Plan 2. Project Management Plan 3. Gantt Chart 4. Staffing Plan 5. Communication and Contact Plan 6. Risk Management Plan 	<p>- - NTP + 10 business days</p>
2.5.1 Transition from Current Contractor – Phase II	<ol style="list-style-type: none"> 1. UMCP walk-thru with DoIT 2. H/W, S/W, and Setup. 3. Create Security Ids, Security Access and Update System Administration. 4. VPN and IDS/IPS Monitoring Solution. 5. Backup Solution. 6. Roles and Responsibilities Matrix 7. Standard Operating Procedures 8. Test Plan 	<ol style="list-style-type: none"> 1. NTP + 5 business days 2. NTP + 10 business days 3. NTP + 10 business days 4. NTP + 10 business days 5. NTP + 10 business days 6. NTP + 10 business days 7. NTP + 10 business days 8. NTP + 15 business days
2.5.2 Baseline Maintenance and Operations	<ol style="list-style-type: none"> 1. Service Level Agreement 2. Technical Support Agreement 3. Standard Operating Procedures 4. Functional System Design Document 5. Network and Security Architectural Design 6. System Documentation 7. Hardware/Software Inventory 8. Roles and Responsibilities Matrix 9. Weekly/monthly status reports, configuration control, usage, availability and security statistics. 	<p>Monthly ongoing support to begin within one calendar month of the State-approved transition plan.</p>
2.5.3 Network Managed Services and Support	<ol style="list-style-type: none"> 1. Network and Security Architectural Design 	<p>Monthly ongoing support to begin within one calendar month of the State approved transition plan.</p>
2.5.4 Server and Hardware Maintenance and Support	<ol style="list-style-type: none"> 1. Hardware/Software Inventory 	<p>Monthly ongoing support to begin within one calendar month of the State approved transition plan.</p>
2.5.5 Monitoring	<ol style="list-style-type: none"> 1. IDS Reports, site availability statistics, ISMs. 	<p>Monthly ongoing support to begin within one calendar month of the State approved transition plan.</p>
2.5.6 Backup Service and \Disaster Recovery Services	<ol style="list-style-type: none"> 1. Backup and Disaster Recovery Plan 	<p>Monthly ongoing support to begin within one calendar month of the State approved transition plan.</p>

Section Reference	Deliverable	Due Date
2.5.8 End-of-Contract Transition	1. Transition Plan	NTP + 30 days prior to end of contract.

2.10 REQUIRED 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’s Non-Visual Accessibility Policy
- 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 subcontractors are to follow a consistent methodology for all TO activities.

2.11 MINIMUM QUALIFICATIONS

Personnel must meet the minimum requirements for experience and proficiency to be eligible for labor categories as outlined in section 2.10 of the CATS II Master Contract. The TO Contractor shall provide the resumes of all key project participants being proposed to staff the project with an overview of each person’s role and whether they will be assigned part time or full time to the project. Resumes shall reflect qualifications and recent experience relevant to the scope of work and areas of expertise required for this specific project. The TO Manager reserves the right to interview all key projects participants proposed by the TO Contractor and either confirm the recommendations or request alternates.

2.12 RETAINAGE

A retainer of ten percent of each Work Order exceeding \$50,000 may be held to ensure the TO Contractor completes all work within the TO deliverable schedule.

2.13 INVOICING

Payment will only be made upon completion and acceptance of the deliverables as defined in Section 2.9 or the subsequent Work Order. Baseline maintenance and operations will be billed on a monthly basis.

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS II Master Contract. Invoices for payment shall contain the TO Contractor's Federal Tax Identification Number, as well as the information described below, and must be submitted to the TO Manager for payment approval. Payment of invoices may be withheld if a signed Acceptance of Deliverable form – Attachment 9, is not submitted.

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

2.13.1 Invoice Submission Procedure

The invoice submission procedure consists of the following requirements and steps. The invoice shall identify DoIT as the TO Requesting Agency, 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.

- a) 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 9, for each deliverable being invoiced) submitted for payment to the Department of Information Technology at the following address:

Teri Greene

45 Calvert Street, Annapolis, MD 21401
- b) 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.

2.14 MBE PARTICIPATION REPORTS

Monthly reporting of MBE participation is required in accordance with the terms and conditions of the CATS II Master Contract by the 15th day of each month. The TO Contractor shall provide a completed MBE Participation form (Attachment 2, Form D-5) to the Department of Information Technology at the same time the invoice copy is sent. The TO Contractor shall ensure that each MBE Subcontractor provides a completed MBE Participation Form (Attachment 2, Form D-6). Subcontractor reporting shall be sent directly from the subcontractor to The Department of Information Technology. The Department of Information Technology 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 of two possible responses: 1) a proposal along with a completed Master Contractor Feedback Form; or 2) a Master Contractor Feedback Form only. The feedback form helps the State understand for future contract development why Master Contractors did or did not submit proposals. The form is accessible via the CATS II Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu.

3.2 FORMAT

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

3.2.1 TECHNICAL PROPOSAL

a) Proposed Services

- 1) Executive Summary: A high-level overview of the Master Contractor's understanding of the background, purpose, and objectives of the TORFP. The Executive Summary shall summarize the Master Contractor's capabilities and experience, and summarize the proposed methodology and solution for achieving the objectives of the TORFP.
- 2) Proposed Solution: A detailed narrative of the Master Contractor's proposed methodology and solution for completing the requirements and deliverables in Section 2 - Scope of Work. This section should include a comprehensive schedule of tasks and estimated time frames for completing all requirements and deliverables, including any tasks to be performed by State or third party personnel.
- 3) Work Breakdown Structure (WBS): A matrix or table that shows a break down of the tasks required to complete the requirements in Section 2 - Scope of Work. The WBS should reflect the chronology of tasks without assigning specific time frames or start / completion dates. The WBS may include tasks to be performed by the State or third parties as appropriate, for example, independent quality assurance tasks. If the WBS appears as a deliverable in Section 2 – Scope of Work, the deliverable version will be a final version. Any subsequent versions should be approved through a formal configuration or change management process.
- 4) Project or Work Schedule: A Gantt or similar chart containing tasks and estimated time frames for completing the requirements in Section 2 - Scope of Work. The final schedule should come later as a deliverable under the TO after the TO Contractor has had opportunity to develop realistic estimates. The Project or Work Schedule may include tasks to be performed by the State or third parties as appropriate.
- 5) Risk Assessment: Identification and prioritization of risks inherent in meeting the requirements in Section 2 - Scope of Work. Includes a description of strategies to mitigate risks.
- 6) 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 the CATS II Master Contract terms and conditions.
- 7) Proposed Tools: A description of any tools, for example hardware and/or software applications that will be used to facilitate the work.

b) Proposed Personnel

- 1) Identify and provide resumes for all proposed personnel by labor category. The resume should feature prominently the proposed personnel's skills and experience as they relate to the Master Contractor's proposed solution and Section 2 – Scope of Work.
 - 2) Certification that all proposed personnel meet the minimum required qualifications and possess the required certifications in accordance to Section 2.11.
 - 3) Provide the names and titles of the Master Contractor's management staff who will supervise the personnel and quality of services rendered under this TO Agreement.
 - 4) Complete and provide, at the interview, Attachment 5 – Labor Classification Personnel Resume Summary.
- c) MBE Participation
- 1) Submit completed MBE documents Attachment 2 - Forms D-1 and D-2.
- d) Subcontractors
- 2) Identify all proposed subcontractors, including MBEs, and their roles in the performance of Section 2 - Scope of Work.
- e) Master Contractor and Subcontractor Experience and Capabilities
- 1) Provide up to three examples of projects or contracts the Master Contractor has completed that were similar to Section 2 - Scope of Work. Each example must include contact information for the client organization complete with the following:
 - a) Name of organization.
 - b) Point of contact name, title, and telephone number
 - c) Services provided as they relate to Section 2 - Scope of Work.
 - d) Start and end dates for each example project or contract. If the Master Contractor is no longer providing the services, explain why not.
 - 2) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any entity of the State of Maryland. For each identified contract, the Master Contractor shall provide:
 - a) Name of organization.
 - b) Point of contact name, title, and telephone number
 - c) Services provided as they relate to Section 2 - Scope of Work.
 - d) Start and end dates for each example project or contract. If the Master Contractor is no longer providing the services, explain why not.
 - e) Dollar value of the contract.
 - f) Whether the contract was terminated before the original expiration date.
 - g) Whether any renewal options were not exercised.

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

- f) Proposed Facility
- 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

- 2) 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. TO Contractors are advised that, upon request for this information from a third party, the TO Procurement Officer will be required to make an independent determination regarding whether the information may be disclosed.

3.2.2 FINANCIAL RESPONSE

Attachment 1, Sheets 1A, 1B and 1C are provided as a separate Excel document to the TORFP. Formulas for calculations are already programmed into the applicable cells; only complete the cells which are highlighted in yellow. Sheet 1C is a summary of 1A and 1B and will automatically calculate. Sheet 1C must be signed by the Master Contractor.

The Master Contractor shall indicate on Attachment 1A the fully loaded hourly labor rate for each category. Proposed rates are not to exceed the rates defined in the Master Contract.

The Master Contractor shall indicate on Attachment 1B the fixed price for the various services. A description of any assumptions on which the Master Contractor's Financial Proposal is based shall not constitute conditions, contingencies, or exceptions to the price proposal.

- a) The scope of the TO Agreement will encompass the following areas as described in Section 2 of this TORFP:
 - 1) Work Orders that result from this TORFP shall be indefinite quantity, time and materials (as defined in COMAR 21.06.03) subject to a NTE ceiling amount that shall not be exceeded without the written approval of the TO Procurement Officer.
 - 2) For the Establishment of a Transition Plan, Baseline Maintenance and Operations Support, Administration and Software Support, Security Monitoring and Backup, the TO Agreement that results from this TORFP shall be a fixed unit-price (as defined in COMAR 21.06.03) subject to a NTE ceiling amount that shall not be exceeded without the written approval of the TO Procurement Officer. The price shall be based on the maryland.gov and DoIT hardware inventory list – Exhibit B. Each component is a part of the fixed price.

SECTION 4 - TASK ORDER AWARD PROCESS

4.1 OVERVIEW

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

4.2 TECHNICAL PROPOSAL EVALUATION CRITERIA

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

- a) Offeror experience and capabilities
- b) Personnel designated and dedicated to perform the work
- c) Offeror's technical response to RFP requirements.

4.3 SELECTION PROCEDURES

- a) TO Proposals deemed technically qualified will have their financial proposal considered. All others will receive an email notice from the TO Procurement Officer of not being selected to perform the work.
- b) Qualified TO Proposal financial responses will then be reviewed and ranked from lowest to highest price proposed.
- c) The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, technical merit is more important than price.

4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

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

ATTACHMENT 1 – PRICE PROPOSAL
FOR
CATS II TORFP # F50B9200038
INCLUDED AS A SEPARATE EXCEL DOCUMENT

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 # F50B9200038

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

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

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 1

CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT

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

In conjunction with the offer submitted in response to TORFP No. F50B9200038, I affirm the following:

1. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of 15 percent and, if specified in the TORFP, sub-goals of 0 percent for MBEs classified as African American-owned and 0 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: F50B9200038	
List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

USE ATTACHMENT D-2 CONTINUATION PAGE AS NEEDED

SUMMARY

TOTAL MBE PARTICIPATION:	_____ %
TOTAL WOMAN-OWNED MBE PARTICIPATION:	_____ %
TOTAL AFRICAN AMERICAN-OWNED MBE PARTICIPATION:	_____ %

Document Prepared By: (please print or type)

Name: _____ Title: _____

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 2

MINORITY BUSINESS ENTERPRISE PARTICIPATION SCHEDULE (CONTINUED)

List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
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 # F50B9200038, 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.

Offeror Name

By: _____
Name

Address

Title

Date

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

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 4

SUBCONTRACTOR PROJECT PARTICIPATION STATEMENT

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

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

conjunction with TORFP No. F50B9200038, it and _____,
(Subcontractor Name)

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

(Describe work to be performed by MBE):

- No bonds are required of Subcontractor
- The following amount and type of bonds are required of Subcontractor:

By:

By:

Prime Contractor Signature

Subcontractor Signature

Name

Name

Title

Title

Date

Date

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

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 5

MINORITY BUSINESS ENTERPRISE PARTICIPATION TO CONTRACTOR PAID/UNPAID INVOICE REPORT

Report #: _____ Reporting Period (Month/Year): _____ Report is due by the 15th of the following month.	CATS II TORFP #F50B9200038 Contracting Unit _____ 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:			
List all unpaid invoices over 30 days old received from the MBE subcontractor named above:			
1.			
2.			
3.			
Total Dollars Unpaid: \$ _____			

**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:

MBE Officer Department of Information Technology Procurement Unit 45 Calvert Street, 4 th Floor Annapolis, MD 21401 DoIT.MBE@DoIT.state.md.us	
--	--

Signature: _____ Date: _____

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 6

MINORITY BUSINESS ENTERPRISE PARTICIPATION SUBCONTRACTOR PAID/UNPAID INVOICE REPORT

Report #: _____ Reporting Period (Month/Year): __/_____ Report Due By the 15th of the following Month.	CATS II TORFP # F50B9200038 Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____	
MBE Subcontractor Name: _____		
MDOT Certification #: _____		
Contact Person: _____		
Address: _____		
City: _____	State: _____	ZIP: _____
Phone: _____	FAX: _____	
Subcontractor Services Provided: _____		
List all payments received from Prime TO Contractor during reporting period indicated above. 1. _____ 2. _____ 3. _____ Total Dollars Paid: \$ _____	List dates and amounts of any unpaid invoices over 30 days old. 1. _____ 2. _____ 3. _____ Total Dollars Unpaid: \$ _____	
Prime TO Contractor: _____		Contact Person: _____

Return one copy of this form to the following address:

MBE Officer Department of Information Technology Procurement Unit 45 Calvert Street, 4 th Floor Annapolis, MD 21401 DoIT.MBE@DoIT.state.md.us	
--	--

Signature: _____ Date: _____

SUBMIT AS REQUIRED TO CONTRACTOR MBE REPORTING REQUIREMENTS

ATTACHMENT 3 – TASK ORDER AGREEMENT

CATS II TORFP# F50B9200038 OF MASTER CONTRACT #060B9800035

This Task Order Agreement (“TO Agreement”) is made this ___ of _____, 2009 by and between _____(TO Contractor) and the STATE OF MARYLAND, Department of Information Technology.

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:

“Agency” means the Department of Information Technology, as identified in the CATS II TORFP # F50B9200038

- a. “CATS II TORFP” means the Task Order Request for Proposals # F50B9200038, dated October ##, 2009, including any addenda.
- b. “Master Contract” means the CATS II Master Contract between the Maryland Department of Information Technology and TO Contractor dated June 1, 2009.
- c. “TO Procurement Officer” means Robert Krysiak. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
- d. “TO Agreement” means this signed TO Agreement between the Maryland Department of Information Technology and TO Contractor.
- e. “TO Contractor” means the CATS II Master Contractor awarded this TO Agreement, whose principal business address is _____ and whose principal office in Maryland is _____.
- f. “TO Manager” means Teri Greene of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
- g. “TO Proposal - Technical” means the TO Contractor’s technical response to the CATS II TORFP dated date of TO Proposal – Technical.
- h. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS II TORFP dated date of TO Proposal - Financial.
- i. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.

2. Scope of Work

2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supercede the Master Contract.

2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS II TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:

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

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

3. Time for Performance

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS II TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of two years with 2 one-year renewal option, commencing on the date of Notice to Proceed and terminating on _____.

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 \$_____. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.

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

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

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

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

TO Contractor Name

By: Type or Print TO Contractor POC

Date

Witness: _____

STATE OF MARYLAND
Department of Information Technology

By: Robert Krysiak, TO Procurement Officer

Date

Witness: _____

ATTACHMENT 4 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

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

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

Date: _____ By: _____

(Authorized Representative and Affiant)

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 5 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY

INSTRUCTIONS:

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

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

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

ATTACHMENT 6 – DIRECTIONS

TO THE PRE-TO PROPOSAL CONFERENCE

From Baltimore Area:

Take I-97 off the Baltimore Beltway heading south to Annapolis.
I-97 will end and turn into Route 50 East.
Take Rowe Blvd. exit toward downtown Annapolis.

From the Eastern Shore or Route 2:

Cross the Severn River Bridge and exit on Rowe Blvd.

From Either Direction:

Follow Rowe Blvd. to the third traffic light.
Stay to the right when the road splits before the Treasury Building.
Turn right onto Calvert St.
45 Calvert Street is the first building immediately on the right.
Room 427 is on the fourth floor.
Stop and register with the Security Guard; you will be directed to Room 427.

Parking:

The closest garage is next to 45 Calvert St. but must be entered from Clay St. This is the second right turn after turning onto Calvert St. Turn right onto Clay St. immediately after passing 45 Calvert St.

Another garage is available about a half of a block down from 45 Calvert St. on the left, called Gotts' Garage.

There is also limited metered parking available on Calvert and surrounding streets.

ATTACHMENT 7 – NOTICE TO PROCEED (sample)

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS II Task Order Agreement # F50B9200038

Dear TO Contractor Contact:

This letter is your official Notice to Proceed as of Month Day, Year, for the above-referenced Task Order Agreement. Teri Greene of the Maryland Department of Information Technology will serve as your contact person on this Task Order. Teri Greene can be reached at 410-260-7919 and teri.greene@doit.state.md.us.

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

Sincerely,

TO Procurement Officer

Task Order Procurement Officer

Enclosures (2)

cc: TO Manager

Procurement Liaison Office, Department of Information Technology

Project Management Office, Department of Information Technology

ATTACHMENT 8 – AGENCY RECEIPT OF DELIVERABLE FORM

I acknowledge receipt of the following:

TORFP Title: DoIT Web Systems Support and Services

TO Agreement Number: # F50B9200038

Title of Deliverable: _____

TORFP Reference Section # _____

Deliverable Reference ID # _____

Name of TO Manager: Teri Greene

TO Manager Signature

Date Signed

Name of TO Contractor's Project Manager: _____

TO Contractor's Project Manager Signature

Date Signed

SUBMIT AS REQUIRED IN SECTION 0 OF THE TORFP.

ATTACHMENT 9 – AGENCY ACCEPTANCE OF DELIVERABLE FORM

Agency Name: Maryland Department of Information Technology

TORFP Title: DoIT Web Systems Support and Services

TO Manager: Teri Greene – 410-260-7919

To:

The following deliverable, as required by TO Agreement # F50B9200038, has been received and reviewed in accordance with the TORFP.

Title of deliverable: _____

TORFP Contract Reference Number: Section # _____

Deliverable Reference ID # _____

This deliverable:

Is accepted as delivered.

Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

TO Manager Signature

Date Signed

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

ATTACHMENT 10 – NON-DISCLOSURE AGREEMENT (OFFEROR)

This Non- Disclosure Agreement (the "Agreement") is made this ___ day of _____ 2009, 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 # F50B9200038 for DoIT Web Systems Support and 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 in Section 1.7 of the TORFP, OFFEROR agrees as follows:

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

OFFEROR: _____ BY: _____

NAME: _____ TITLE: _____

ADDRESS: _____

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

ATTACHMENT 11 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made as of this ____ day of _____, 2009, by and between the State of Maryland (“the State”), acting by and through its Department of Information Technology (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 DoIT Web Systems Support and Services TORFP No. F50B9200038 dated October __, 2009, (the “TORFP” issued under the Consulting and Technical Services procurement issued by the Department, Project Number 060B9800035; and

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

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

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

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

TO Contractor/TO Contractor's Personnel:

Department of Information Technology:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

ATTACHMENT 12 – TO CONTRACTOR SELF-REPORTING CHECKLIST

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

Master Contractor:	
Master Contractor Contact / Phone:	
Procuring State Agency Name:	
TO Title:	
TO Number:	
TO Type (Fixed Price, T&M, or Both):	
Checklist Issue Date:	
Checklist Due Date:	
Section 1 – Task Orders with Invoices Linked to Deliverables	
<p>A) Was the original TORFP (Task Order Request for Proposals) structured to link invoice payments to distinct deliverables with specific acceptance criteria? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, skip to Section 2.)</p>	
<p>B) Do TO invoices match corresponding deliverable prices shown in the accepted Financial Proposal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>	
<p>C) Is the deliverable acceptance process being adhered to as defined in the TORFP? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>	
Section 2 – Task Orders with Invoices Linked to Time, Labor Rates and Materials	

<p>A) If the TO involves material costs, are material costs passed to the agency without markup by the Master Contractor? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>
<p>B) Are labor rates the same or less than the rates proposed in the accepted Financial Proposal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>
<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>
<p>Section 3 – Substitution of Personnel</p>
<p>A) Has there been any substitution of personnel? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, skip to Section 4.)</p>
<p>B) Did the Master Contractor request each personnel substitution in writing? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>
<p>C) Does each accepted substitution possess equivalent or better education, experience and qualifications than incumbent personnel? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>
<p>D) Was the substitute approved by the agency in writing? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>
<p>Section 4 – MBE Participation</p>
<p>A) What is the MBE goal as a percentage of the TO value? (If there is no MBE goal, skip to Section 5) _____ %</p>
<p>B) Are MBE reports D-5 and D-6 submitted monthly? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>
<p>C) What is the actual MBE percentage to date? (divide the dollar amount paid to date to the MBE by the total amount paid to date on the TO) _____ % (Example - \$3,000 was paid to date to the MBE sub-contractor; \$10,000 was paid to date on the TO; the MBE percentage is 30% (3,000 ÷ 10,000 = 0.30))</p>

<p>D) Is this consistent with the planned MBE percentage at this stage of the project? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>
<p>E) Has the Master Contractor expressed difficulty with meeting the MBE goal? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(If yes, explain the circumstances and any planned corrective actions) _____</p>
<p>Section 5 – TO Change Management</p>
<p>A) Is there a written change management procedure applicable to this TO? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>
<p>B) Does the change management procedure include the following?</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/> Sections for change description, justification, and sign-off</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/> Sections for impact on cost, scope, schedule, risk and quality (i.e., the impact of change on satisfying TO requirements)</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/> A formal group charged with reviewing / approving / declining changes (e.g., change control board, steering committee, or management team)</p>
<p>C) Have any change orders been executed? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(If yes, explain expected or actual impact on TO cost, scope, schedule, risk and quality) _____</p>
<p>D) Is the change management procedure being followed? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>

EXHIBIT A

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

Printed Name and Address
of Employee or Agent

Signature

Date

Latest Update: July 28th, 2009

EXHIBIT B

HARDWARE INVENTORY

Description	Manufacturer	Model
DISK ARRAY ENCLOSURE	DELL EMC	CX3-20
FIREWALL	CISCO	ASA 5550
FIREWALL	CISCO	ASA 5550
GOOGLE SEARCH APPLIANCE	GOOGLE	GB-1001
GOOGLE SEARCH APPLIANCE	GOOGLE	GB-1001
iLO	HP	Advanced 1
IPS	CISCO	4240
IPS	CISCO	4240
KEYBOARD/VIDEO/MOUSE ADAPTER	Avocent	
KVM SWITCH	Avocent	DSR2035
LOAD BALANCER	F5	Big-IP 3600
LOAD BALANCER	F5	Big-IP 3600
SERVER	HEWLETT PACKARD	PROLIANT DL380
SERVER	HEWLETT PACKARD	PROLIANT DL380
SERVER	HEWLETT PACKARD	PROLIANT DL380
SERVER	HEWLETT PACKARD	PROLIANT DL380
SERVER	HEWLETT PACKARD	PROLIANT DL380
SERVER	HEWLETT PACKARD	PROLIANT DL380
SERVER	HEWLETT PACKARD	PROLIANT DL380
SERVER	HEWLETT PACKARD	PROLIANT DL380
SERVER	HEWLETT PACKARD	PROLIANT DL380
SERVER	COMPAQ	PROLIANT DL380
SERVER	COMPAQ	PROLIANT ML350
SERVER	COMPAQ	PROLIANT ML350
SERVER	COMPAQ	PROLIANT DL 380
SERVER	COMPAQ	PROLIANT DL380
SERVER	COMPAQ	PROLIANT ML580
SERVER	COMPAQ	PROLIANT DL380
SERVER	COMPAQ	PROLIANT DL580
SERVER	COMPAQ	PROLIANT DL580
SERVER	HEWLETT PACKARD	HP DL580 G3
SERVER	HEWLETT PACKARD	HP DL580 G3
SERVER	HEWLETT PACKARD	HP DL580 G3
SERVER	HEWLETT PACKARD	HP DL580 G3
SERVER	HEWLETT PACKARD	HP DL580 G3
SERVER	HEWLETT PACKARD	HP DL580 G3
SERVER	HEWLETT PACKARD	HP DL580 G3
SERVER	HEWLETT PACKARD	HP DL580 G3
SERVER	HEWLETT PACKARD	HP DL580 G3
SERVER	HEWLETT PACKARD	HP DL580 G3
SERVER	HEWLETT PACKARD	HP DL580 G3
SERVER	HEWLETT PACKARD	HP DL580 G3
SERVER	HEWLETT PACKARD	HP DL580 G3
SERVER	HEWLETT PACKARD	HP DL360 G4p
SERVER	HEWLETT PACKARD	HP DL360 G4p
SERVER	HEWLETT PACKARD	HP DL360 G4p
STANDBY POWER SUPPLY ENCLOSURE	DELL EMC	CX3-20

STORAGE PROCESSOR ENCLOSURE	DELL EMC	CX3-20F-DE
SWITCH	CISCO	3650G
SWITCH	CISCO	3650G
SWITCH	CISCO	4948
SWITCH	CISCO	4948
SWITCH	CISCO	WS C3750 48TS S
SWITCH	CISCO	WS C3750 48TS S