



Consulting and Technical Services+ (CATS+)

Task Order Request for Proposals (TORFP)

Oversight Program Support Services

CATS+ TORFP

#F50B3400073

Department of Information Technology



ISSUE DATE: August 20, 2013

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KEY INFORMATION SUMMARY SHEET

This Consulting and Technical Services+ (CATS+) 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+ 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+ 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+ RFP issued by the Maryland Department of Information Technology (DoIT) and subsequent Master Contract Project Number 060B2490023, including any amendments.

TORFP Title:	Oversight Program Support Services
Functional Area:	10 – IT Management Consulting Services
TORFP Issue Date:	August 20, 2013
Closing Date and Time:	For Proposals: 09/24/ 2013 at 02:00 PM Local Time For Questions: 09/16/2013 at 4:00PM Local Time
TORFP Issuing Agency:	DoIT
Send Questions and Proposals to:	Robert Krauss: robert.krauss@maryland.gov
TO Procurement Officer:	Robert Krauss Office Phone Number: 410-260-6135 Email: robert.krauss@maryland.gov
TO Manager:	Robert Krauss or designee Office Phone Number: 410-260-6135 Email: robert.krauss@maryland.gov
TO Project Number:	F50B3400073
TO Type:	Time and Materials with a Fixed Price Component
Period of Performance:	Two-year base period with three one-year renewal options (5 years total)
MBE Goal:	None at the TORFP level; MBE goals may apply at the work order level (TORFP Section 1.13)
Small Business Reserve (SBR):	No
Primary Place of Performance:	DoIT, 45 Calvert Street, Fourth Floor, Annapolis, MD 21401
TO Pre-proposal Conference:	DoIT, 45 Calvert Street, Room 164, Annapolis, MD 21401 09/04/2013 at 2:30 PM Local Time See TORFP Attachment 5 for agenda and 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 and executing the resulting Task Order Agreement (TO Agreement) with the selected Offeror. The TO Procurement Officer is responsible for the resolution of subsequent TO Agreement 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. The TO Manager also is responsible for financial tracking and invoicing related to the TO Agreement.

1.2 TO AGREEMENT

Based upon an evaluation of TO Proposals received in response to the TORFP, one CATS+ Master Contractor will be selected to conduct the work defined in Section 2 - Scope of Work. A specific TO Agreement, TORFP Attachment 2, will then be entered into between the State and the selected Master Contractor, which will bind the selected Master Contractor (TO Contractor) to the contents of its TO Proposal.

1.3 TO PROPOSAL PACKAGE SUBMISSIONS

The TO Procurement Officer will not accept submissions after the date and exact time stated in the Key Information Summary Sheet above. The date and time of submission is determined by the date and time shown in the TO Procurement Officer's e-mail inbox. Offerors shall submit the TO Proposal Package via two separate e-mails, each not to exceed 10 MB, as follows:

E-mail #1 – Subject line: “TORFP #F50B3400073 Technical Proposal [Your Company Name]”. The body of the e-mail should contain a brief message of transmittal and reference five attachments as follows:

- Offeror's Technical Proposal in MS Word format
- TORFP Attachment 3 – Conflict of Interest and Disclosure Affidavit in .PDF format and signed
- TORFP Attachment 8 - Living Wage Affidavit of Agreement in .PDF format and signed
- TORFP Attachment 9 – Certification RE: Investment in Iran in .PDF format and signed
- TORFP Attachment 10 – Master Contractor Acknowledgement of Task Order MBE Requirements in .PDF format and signed. **Failure to submit this completed form by the proposal “Closing Date and Time” listed in the Key Information Summary Sheet shall render the Offeror's proposal not reasonably susceptible of being selected for award.**

E-mail #2 – Subject line: TORFP #F50B3400073 Price Proposal [Your Company Name]”. The body of the e-mail should contain a brief message of transmittal and reference one attachment as follows:

- TORFP Attachment 1 and 1A – Hourly and Annual Fixed Price Proposals in a single .PDF document with signatures.

1.4 ORAL PRESENTATIONS/INTERVIEWS

Offerors and proposed staff may 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, for example, presentation slides. All such representations will become part of the Offeror's proposal and are binding, if the TO Agreement is awarded. The Procurement Officer will notify Offerors of the time and place of oral presentations.

1.5 CONFLICT OF INTEREST

The TO Contractor awarded the TO Agreement shall provide IT technical and/or consulting services for State agencies or component programs within those agencies, and must do so impartially and without any conflicts of interest. Each Master Contractor shall complete and include a Conflict of Interest Affidavit in the form included as Attachment 3 of this TORFP with its TO Proposal Package. 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.

The selected TO Contractor and any subcontractor(s) shall not be eligible for award to a contract or task order supporting a Major Information Technology Development Project (MITDP), as defined by DoIT, for the duration of the TO Agreement. Further, the selected TO Contractor and any subcontractor(s) shall not be eligible for award to ANY contract resulting from a solicitation that the TO Contractor personnel reviewed and/or commented on via the DoIT oversight process, as required by this TORFP.

1.6 NON-DISCLOSURE AGREEMENT

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 a Non-Disclosure Agreement in the form of Attachment 7.

1.7 LIMITATION OF LIABILITY CEILING

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

1.8 ROLES AND RESPONSIBILITIES

- A) TO Procurement Officer - DoIT staff person listed in the Key Information Summary Sheet responsible for managing the TORFP process resulting in a TO Agreement for Oversight Program Support Services;
- B) TO Manager – DoIT staff person listed in the Key Information Summary Sheet responsible for administration of the resulting TO from TO Agreement execution through TO close out;
- C) TO Contractor – The CATS+ Master Contractor awarded the TO Agreement for Oversight Program Support Services. The TO Contractor shall provide a TO Program Manager (see below) and other human resources as necessary to perform the services described in this TORFP Scope of Work.
- D) TO Program Manager (TO-PRM) – This is the primary resource described in Section 2.1 below and will have direct responsibility for the DoIT oversight program support activities performed under the TO Agreement. The TO-PRM shall supervise and direct the work of all TO Contractor resources performing those tasks. The TO-PRM shall monitor and report on the performance of all TO Contractor resources to the TO Manager.
- E) TO Project Manager (TO-PM) – Project management professionals provided by the TO Contractor in addition to the TO-PRM. All TO-PMs shall report to the TO-PRM.
- F) TO Additional Resources (TO-AR) – Various labor categories provided by the TO Contractor in addition to the TO-PRM and TO-PMs. All TO-ARs shall report to the TO-PRM.

1.9 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES

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

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

1.10 QUESTIONS ABOUT THIS TORFP

All questions must be submitted via email to the Procurement Officer no later than the closing date and time for questions indicated in the Key Information Summary Sheet. Answers to all questions that are not specific to the requestor will be distributed to all Master Contractors who are known to have received a copy of the TORFP. Answers can be considered final and binding only when they have been rendered in writing by the State.

1.11 IRANIAN NON-INVESTMENT

A proposal submitted by an Offeror shall be accompanied by a completed Certification Regarding Investments in Iran. A copy of this Certification is included as TORFP Attachment 9.

1.12 CHANGE ORDERS

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

1.13 MBE PERFORMANCE

There is no MBE goal established for this TORFP. However, MBE goals may apply at the work order (Section 2.4.2) level if DoIT determines that the required services or number of resources described in a work order allow for subcontracting. A proposal submitted by an Offeror must be accompanied by a completed MBE Form D1-A, Master Contractor Acknowledgement of Task Order MBE Requirements. A copy of this acknowledgement is included as TORFP Attachment 10. **Failure to submit a properly completed Form D1-A with the Offeror’s proposal shall render the Offeror’s proposal not reasonably susceptible of being selected for award.**

SECTION 2 - SCOPE OF WORK

2.1 PURPOSE

DoIT is seeking proposals from CATS+ Master Contractors experienced in IT consulting to provide up to three primary, full-time and on-site, PMI-certified resources to support DoIT's oversight program. These resources shall consist of one Task Order Program Manager (TO-PRM) and up to two Task Order Project Managers (TO-PM). For this core team, Master Contractors shall propose the CATS+ labor categories Program Manager and Project Manager. After the task order is awarded, DoIT may add up to 20 TO-PMs and/or Additional Resources (TO-AR) to meet DoIT's oversight mandates. Master Contractors shall determine and propose the appropriate number and variety of other labor categories for the TO-ARs. TO-ARs may work on-site or off-site, depending on assigned tasks.

Specific duties and responsibilities for the TO-PRM, TO-PMs, and TO-ARs are described in Section 2.3. Deliverables required under the task order are described in Section 2.4. All labor category descriptions, including required minimum education and work experience, appear in the CATS+ RFP document online at:

<http://doit.maryland.gov/contracts/Documents/CATSPlus/CATSPplusRFP.pdf>

TO-PMs and TO-ARs beyond the core team shall be added at DoIT's discretion via written work order and after being interviewed by DoIT. The TO-PRM shall be responsible for ensuring good performance of all resources acquired as a result of this TORFP.

The selected TO Contractor and any subcontractor(s) shall not be eligible for award to a contract or task order supporting a Major Information Technology Development Project (MITDP), as defined by DoIT, for the duration of the TO Agreement. Further, the selected TO Contractor and any subcontractor(s) shall not be eligible for award to ANY contract resulting from a solicitation that the TO Contractor personnel reviewed and/or commented on via the DoIT oversight process, as required by this TORFP.

2.2 REQUESTING AGENCY BACKGROUND

DoIT was established by HB 362 and Senate Bill 212, and was approved by Governor Martin O'Malley on April 8, 2008. DoIT has policy responsibility over technology matters across State agencies, oversight authority over IT expenditures greater than \$25,000, programmatic oversight over MITDPs, and the authority to centralize common IT functions and assets. DoIT supports Maryland's Executive Branch agencies and commissions through its leadership as a principal procurement unit and in establishing the State's strategic direction for IT and telecommunications, establishing long range target technology architecture, encouraging cross agency collaboration for the mutual benefit of all, and advocating best practices for operations and project management. One of DoIT's roles is MITDP oversight. MITDPs are defined as any IT development project that meets one or more of the following criteria:

1. The estimated total cost of development equals or exceeds \$1 million;
2. The project is undertaken to support a critical business function associated with the public health, education, safety, or financial well-being of the citizens of Maryland; or
3. The DoIT Secretary determines that the project requires the special attention and consideration given to a MITDP due to:
 - i. the significance of the project's potential benefits or risks;
 - ii. the impact of the project on the public or local governments;
 - iii. the public visibility of the project; or

iv. other reasons as determined by the DoIT Secretary.

For more information see <http://doit.maryland.gov/policies/Pages/ProjectMgmt.aspx>.

2.3 OVERSIGHT SUPPORT DUTIES AND RESPONSIBILITIES

Under this task order, the TO Contractor's personnel shall perform the oversight program support functions described below (tentative resources in parentheses). Written deliverables required in conjunction with tasks appear in *italics* and are described in detail in Section 2.4 below.

2.3.1 Oversight Program Support Management (TO-PRM) – Supervise the work of TO-PMs and TO-ARs, and perform related duties including, but not limited to, timekeeping and invoice management. Monitor TO-PM and TO-AR performance and participate in performance assessments with the TO Manager toward completing monthly *Performance Evaluation Forms* (PEF). Draft *Work Orders* for onboarding resources beyond the core team, initiating document reviews, and initiating any other oversight program support assignments as needed. Monitor and report on oversight program progress to DoIT management via periodic meetings. Work with DoIT on billing State agencies for oversight services.

2.3.2 Agency MITDP Oversight (TO-PMs) – Perform MITDP oversight duties consistent with DoIT methods described in Section 2.2 above. Duties include, but are not limited to, reviewing MITDP documentation, communicating with MITDP project teams and stakeholders, contributing to DoIT MITDP reports, and attending project related meetings. May be assigned other oversight program support duties.

2.3.3 Independent Assessment Services (IAS) Management (TO-PRM / TO-PMs / TO-ARs) - Manage DoIT IASs for third party independent assessments. Example IASs, such as IV&V TORFPs, are available at: CATS II TORFP Status, search keyword “IV&V”. Other IAS task orders may entail, but are not limited to: 1) information systems auditing and quality assurance, 2) risk assessment analysis; and 3) assessment of IT contractor experience, capabilities, products, and services. Review independent assessment deliverables against acceptance criteria and provide feedback in a *Document Comments Matrix*.

2.3.4 Technical Business Analysis (TO-ARs) – Evaluate agency business processes, procedures, and operations in conjunction with MITDP and other IT initiatives. Articulate findings in a *Technical Business Analysis Report*.

2.3.5 Financial Business Analysis (TO-ARs) – Evaluate agency financial information related to MITDPs and other IT initiatives. Articulate findings in a *Financial Business Analysis Report*.

2.3.6 Agency Document Reviews (TO-ARs) – Review and recommend improvements to agency documents, including solicitations for IT products and services. Adhere to service level agreements for document reviews. Record review findings in the form of *Marked-Up Agency Documents* and also in DoIT's oversight repository.

2.3.7 Oversight Program Support Transition (TO-PRM / TO-PMs / TO-ARs) - Facilitate transition of oversight program support duties from the incumbent contractor to the TO Contractor. Support transition to a subsequent contractor before the end of the TO Agreement period of performance.

2.3.8 General Oversight Program Support (TO-PRM / TO-PMs / TO-ARs)) – Provide other oversight program support services as assigned. May include, but is not limited to, subject matter expert consulting, DoIT procurement activities, and contract management.

2.4 DELIVERABLES

Deliverables and acceptance criteria in conjunction with the performance of oversight program support duties are described below. Timeliness and overall quality are acceptance criteria for all deliverables. Deliverables are subject to format, frequency, and content changes based on TO Contractor recommendations as approved by the TO Manager. New deliverables may be added, based on assignments under TORFP Section 2.3 above.

ID #	Deliverable Description	Acceptance Criteria
2.4.1	Oversight Program Support Services: Encompasses all of the duties and responsibilities in Section 2.3 above and culminates in the overall effective execution of the TO Agreement.	Acceptance of this deliverable is based on the quality of other deliverables described in this section, plus monthly PEFs (Deliverable 2.4.3).
2.4.2	Work Orders: Captures requests by DoIT to on-board TO-PMs and TO-ARs beyond the core team. Includes TO PMs/TO-ARs purpose, duties, deliverables, and pricing. Work orders for document reviews capture scope, labor categories, pricing, deliverables, Service Level Agreements (SLA), etc. Work orders also used to capture scope, resourcing, and pricing for any other oversight program support assignments. Work orders may include an MBE goal.	Accuracy, sufficient detail, appropriateness of labor categories, SLAs, and pricing.
2.4.3	Performance Evaluation Form (PEF): Documents the individual performance of each TO Contractor resource based on work quality, timeliness, and other factors. Submitted monthly by the TO Contractor for DoIT approval and invoice authorization.	Accuracy, timely submittal.
2.4.4	Document Comments Matrix: In conjunction with Section 2.3.3 or other assignments requiring document review, captures feedback and describes document changes required for DoIT approval.	Facilitates DoIT approval of documents, sufficient detail.
2.4.5	Marked-Up Agency Documents: In conjunction with Section 2.3.6, agency solicitations and other documents containing track changes or other mark-ups showing changes required for DoIT acceptance.	Facilitates DoIT approval of documents, sufficient detail.
2.4.6	Technical Business Analysis Report: In conjunction with Section 2.3.4, contains technical analyses, findings, recommendations, and generally the results from a technical business analysis assignment.	Accuracy, sufficient detail, quality of writing, usefulness
2.4.7	Financial Business Analysis Report: In conjunction with Section 2.3.5, contains financial analyses, findings, recommendations, and generally the results from a financial business analysis assignment.	Accuracy, sufficient detail, quality of writing, usefulness

2.5 OFFEROR PERSONNEL MINIMUM QUALIFICATIONS

TO-PRM:

- Meets minimum qualifications for the “Program Manager” labor category described in the CATS+ RFP;
- Five (5) years’ experience since 2003 performing IT quality assurance program management;
- Two (2) years’ experience since 2003 supervising multiple project managers engaged primarily in IT quality assurance. This experience may be concurrent with the required five (5) years’ program management experience;

- Verification of the experience above by references requested in TORFP Section 3.2.1 C; and
- Current Project Management Institute (PMI) Project Management Professional (PMP) certification.

TO-PMs:

- Meets minimum qualifications for the “Project Manager” labor category described in the CATS+ RFP;
- Five years’ experience since 2003 in IT project or program management;
- Verification of the experience above by references requested in TORFP Section 3.2.1 C; and
- Current PMI PMP certification.

2.6 OFFEROR COMPANY MINIMUM QUALIFICATIONS

- Five years’ experience since 2003 supplying one or more PMI-certified IT project managers to one or more client organizations;
- Two years’ experience since 2003 supplying one or more client organizations with multiple PMI-certified project managers engaged primarily in IT quality assurance. This experience may be concurrent with the five years’ required experience supplying PMI-certified project managers;
- Verification of the experience above by references requested in TORFP Section 3.2.1 H; and
- TO Proposal Package meets format and submission requirements in TORFP Section 3.

2.7 MONTHLY PERFORMANCE RATINGS FOR TO CONTRACTOR RESOURCES

Each month the TO Contractor shall send to the TO Manager a Performance Evaluation Form (PEF) (TORFP Attachment 6) for each individual TO Contractor Resource. The TO Contractor shall fill out the top section of the PEF only. The TO Manager or designee shall fill out the “TO Contractor Resource Performance Rating” section of the PEF and return it to the TO Contractor for invoicing purposes. In the event of unsatisfactory performance ratings, the TO Manager shall explain the performance issue in the PEF and may invoke the mitigation procedures described in TORFP Section 2.8. Payment to the TO Contractor may be withheld due to unsatisfactory performance.

2.8 MITIGATION PROCEDURES FOR UNSATISFACTORY PERFORMANCE

At any time during the task order should any TO Contractor Resources exhibit unsatisfactory performance as determined by the TO Manager, DoIT may pursue the following mitigation procedures:

- A) The TO Manager shall document performance issues and give written notice to the TO Contractor, clearly describing problems and delineating remediation requirement(s).
- B) The TO Contractor shall respond with a written corrective action plan within three business days and implement such plan immediately upon written acceptance by the TO Manager.

Should performance issues persist, the TO Manager may give written notice or request the immediate removal of the person(s) whose performance is at issue, and determine whether a substitution is required. Substitutions must have equal or better qualifications compared to the incumbent as determined by DoIT.

2.9 INVOICING

Payment will only be made upon completion and acceptance on a monthly basis of Deliverable 2.4.1 as described above. Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS+ Master Contract.

2.9.1 INVOICING PROCEDURE

- A) The TO-PRM shall submit to the TO Manager time sheets for all TO Contractor personnel on a monthly basis for the prior month.

- B) Upon receipt of the TO Manager's signed approval on timesheets for the prior month, the TO-PRM shall instruct the TO Contractor to submit a corresponding PEF for each TO Contractor resource to the TO Manager.
- C) Upon receipt of the TO Manager's signed approval on the PEF, the TO Contractor shall submit a corresponding invoice to the "DoIT Fiscal Services" office and copy the TO Manager. The TO Contractor must provide a copy of the signed PEFs with the invoice.
- D) Invoices shall contain:
 - 1) Identification of DoIT as the "TO Requesting Agency";
 - 2) Date of invoice;
 - 3) TO Agreement number;
 - 4) TO Contractor FEIN number;
 - 5) TO Contractor point of contact with telephone number;
 - 6) Deliverable name "Oversight Program Support Services";
 - 7) Deliverable number "2.4.1"; and
 - 8) Period covered by the invoice.
- E) 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.

(The remainder of this page intentionally left blank)

SECTION 3 – TO PROPOSAL PACKAGE FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

Each Master Contractor receiving this CATS+ 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 TO Proposal Package; or 2) A completed *Master Contractor Feedback Form*. The feedback form helps the State understand for future contract development why Master Contractors did not submit proposals. The form is accessible via the CATS+ 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 Package, the Master Contractor shall do so in conformance with the requirements of this CATS+ TORFP. A TO Proposal Package shall contain the following sections in order:

3.2.1 TO TECHNICAL PROPOSAL

A) Proposed Services

- 1) **Executive Summary:** A maximum two-page summary describing the Master Contractor's capabilities, understanding of the TORFP scope of work (Section 2), and proposed solution.
- 2) **List of Assumptions:** List any assumptions formed by the Master Contractor in developing the TO Technical Proposal. Assumptions shall not raise conditions or exceptions to the TORFP.
- 3) **Sample Work Order:** A sample version of Deliverable 2.4.2 describing a fictional assignment to review an agency solicitation for COTS software implementation (See TORFP Sections 2.3.6 and 2.4.5). At minimum, it should describe the document review steps, deliverables, time frame for review, appropriate number and variety of CATS+ labor categories to do the work, SLAs, and work order price structure. Do not submit an actual reviewed document.

B) *Proposed Personnel Resume Summary* (TORFP Attachment 4) – DoIT requires a core team be on-site at the outset of the TO Agreement, consisting of one TO-PRM, plus up to two TO-PMs. The Offeror shall propose only one candidate for each of the three core positions. A separate *Proposed Personnel Resume Summary* is required for each candidate. Each *Summary* shall describe the proposed candidate's qualifications that meet or exceed the minimum qualifications in the CATS+ RFP and TORFP Section 2.5.

C) **Table of Proposed Personnel References** – For each of the three proposed candidates, provide a table of work references from organizations described in the candidate's *Proposed Personnel Resume Summary* (TORFP Attachment 4). References, at a minimum, must be able to substantiate the minimum qualifications in TORFP Section 2.5. Each reference shall include:

- 1) Organization name;
- 2) Job title of the person providing the reference; and
- 3) Telephone number and email address of the person providing the reference.

D) **Table of Proposed Other Labor Categories** – Provide a table listing (in the Offeror's view) an

appropriate number and variety of other CATS+ labor categories sufficient to fulfill duties and deliverables described in TORFP Section 2.3. Note the Offeror shall duplicate this list exactly, with corresponding labor rates, in TORFP Attachment 1 and 1A – Hourly and Annual Fixed Price Proposal.

- E) Offeror Key Management Staff – Provide the names, titles, and contact information for the Offeror’s management staff who will oversee TO Contractor recruitment and the quality of services rendered under this TO Agreement.
- F) Staffing Process - Describe the Offeror’s recruitment and screening process for proposed TO Contractor Personnel beyond the core-team. This will include the process steps, tools, and time frames for fulfilling work orders for TO-PMs and TO-ARs. The Offeror shall also describe its approach in using in-house resources, subcontractors, or both. Limit this section to three pages.
- G) Subcontractors - Identify proposed subcontractors. Describe subcontractors’ experience, capabilities, and role in performing the TORFP scope of work.
- H) Table of Company References - Provide a table of company references from client organizations that, at a minimum, can substantiate the minimum qualifications in TORFP Section 2.6. Each example must include the following information in order:
 - a. Name of client organization;
 - b. Contact name, telephone number, and email address;
 - c. Description of relevant services provided;
 - d. Performance start and end dates; and
 - e. Reasons why the Offeror no longer provides the services, if applicable.
- I) State of Maryland Experience: The Offeror shall list all contracts or task orders it performed on, if any, within the past five years with any entity of the State of Maryland. Each instance must include the following information in order:
 - a. Name of State entity;
 - b. Title of contract;
 - c. Contract value in dollars;
 - d. Contract award and expiration dates including any option periods;
 - e. State contact name, telephone number, and email address;
 - f. Services provided;
 - g. Offeror performance end date; and
 - h. Reasons why the Offeror is no longer providing the services.

J) Confidentiality

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

3.2.2 TO PRICE PROPOSAL

- A) A description of assumptions, if any, on which the Offeror's Price Proposal is based. Assumptions shall not raise conditions or exceptions to the TORFP;
- B) A completed Hourly Price Proposal (TORFP Attachment 1) showing hourly labor rates for the TO-PRM and TO-PM labor categories, plus other proposed CATS+ labor categories. Labor rates shall be fully loaded.
- C) A completed Annual Fixed Price Proposal (TORFP Attachment 1A) showing annual fixed labor rates for the TO-PRM and TO-PM labor categories, plus other proposed CATS+ labor categories. Labor rates shall be fully loaded. See Attachment 1A for a full description of DoIT's approach and expectations regarding annual fixed labor rates.

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SECTION 4 – TASK ORDER AWARD PROCESS

4.1 OVERVIEW

The TO Contractor will be selected based on a comparative quality evaluation of all TO Proposal Packages submitted by eligible Offerors in response to the CATS+ TORFP.

The selected TO Contractor and any subcontractor(s) shall not be eligible for award to a contract or task order supporting a Major Information Technology Development Project (MITDP), as defined by DoIT, for the duration of the TO Agreement. Further, the selected TO Contractor and any subcontractor(s) shall not be eligible for award to ANY contract resulting from a solicitation that the TO Contractor personnel reviewed and/or commented on via the DoIT oversight process, as required by this TORFP.

4.2 TO TECHNICAL PROPOSAL EVALUATION

- A) TO Technical Proposals will be assessed throughout the evaluation process for compliance with the minimum qualifications in TORFP Sections 2.5 and 2.6. Failure to meet minimum qualifications shall render a TO Technical Proposal not reasonably susceptible for award and prompt the TO Procurement Officer to notify the Offeror of this determination.
- B) TO Technical Proposals that meet minimum qualifications shall be further evaluated and ranked according to the following qualitative criteria in descending order of importance:

TO Technical Proposal	Qualitative Technical Evaluation Criteria
Proposed Personnel	<ul style="list-style-type: none"> • Relevance of qualifications to TORFP scope of work • References' accessibility and verification of work experience required in TORFP Section 2.5 • Level of commendation by references
Offeror Company Experience and Capabilities	<ul style="list-style-type: none"> • Relevance of experience to TORFP scope of work • Extent and relevance of State of Maryland experience • References' accessibility and verification of work experience required in TORFP Section 2.6 • Level of commendation by references
Subcontractors	<ul style="list-style-type: none"> • Relevance of experience to TORFP scope of work • Appropriateness of roles
Proposed Other Labor Categories	<ul style="list-style-type: none"> • Appropriate number • Appropriate variety
Staffing Process	<ul style="list-style-type: none"> • Process quality, clarity, and completeness • Appropriateness of time frames • Limited to three pages or less
Sample <i>Work Order</i>	<ul style="list-style-type: none"> • Organization, clarity, and completeness • Appropriate labor categories, SLAs, deliverables, and price structure • Level of innovation
Executive Summary	<ul style="list-style-type: none"> • Relevance to TORFP scope of work • Amount of marketing content
Assumptions	<ul style="list-style-type: none"> • Accuracy and relevance • Occurrence of exceptions or conditions to the TORFP • Level of insight
General	<ul style="list-style-type: none"> • Quality of the TO Technical Proposal document, e.g., frequency of errors, redundancies, omissions, etc. • Adherence to TORFP Section 3 – TO Proposal Package Format and Submission Requirements.

4.3 TO PRICE PROPOSAL EVALUATION

- A) TO Technical Proposals meeting minimum qualifications will have financial proposals evaluated.
- B) Qualified TO Price Proposals shall be reviewed and ranked from lowest to highest by the “Total TORFP Evaluated Price” shown in Attachment 1A – Fixed Annual Price Proposal.
- C) “Total TORFP Evaluation Price” is for evaluation purposes only and does not reflect actual task order value.
- D) “On-Site” labor rates may not exceed “Off-Site” labor rates, but may be lower due to Offeror overhead savings.
- E) The State reserves the option to request a BAFO (Best And Final Offer) on pricing.

4.4 TO CONTRACTOR SELECTION AND COMMENCEMENT OF WORK

- A) The most advantageous TO Proposal Package considering technical and price shall be selected for TO award. In making this selection, technical content shall take precedence over price.
- B) Commencement of work shall be initiated only upon issuance of a fully executed TO Agreement, a Non-Disclosure Agreement (To Contractor), and written Notice to Proceed from the TO Procurement Officer.

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ATTACHMENT 1 – HOURLY PRICE PROPOSAL

CATS+ TORFP #F50B3400073
Oversight Program Support Services

Labor Categories	Pricing	
1. PROGRAM MANAGER (TO-PRM)	Hourly Labor Rate*	
Base Year One	\$	
Base Year Two	\$	
Optional Year Three	\$	
Optional Year Four	\$	
Optional Year Five	\$	
2. PROJECT MANAGER (TO-PM)	Hourly Labor Rate	
Base Year One	\$	
Base Year Two	\$	
Optional Year Three	\$	
Optional Year Four	\$	
Optional Year Five	\$	
PROPOSED OTHER LABOR CATEGORIES (TORFP Section 2.1)		
<Insert Labor Category Name from CATS+ RFP>	Hourly Labor Rates (On-Site)**	Hourly Labor Rates (Off-Site)
Base Year One	\$	\$
Base Year Two	\$	\$
Optional Year Three	\$	\$
Optional Year Four	\$	\$
Optional Year Five	\$	\$
<Insert Labor Category Name from CATS+ RFP>	Hourly Labor Rates (On-Site)**	Hourly Labor Rates (Off-Site)
Base Year One	\$	\$
Base Year Two	\$	\$
Optional Year Three	\$	\$
Optional Year Four	\$	\$

Optional Year Five	\$	\$
<Insert Labor Category Name from CATS+ RFP>	Hourly Labor Rates (On-Site)**	Hourly Labor Rates (Off-Site)
Base Year One	\$	\$
Base Year Two	\$	\$
Optional Year Three	\$	\$
Optional Year Four	\$	\$
Optional Year Five	\$	\$
<Insert Labor Category Name from CATS+ RFP>	Hourly Labor Rates (On-Site)**	Hourly Labor Rates (Off-Site)
Base Year One	\$	\$
Base Year Two	\$	\$
Optional Year Three	\$	\$
Optional Year Four	\$	\$
Optional Year Five	\$	\$
<Insert Labor Category Name from CATS+ RFP>	Hourly Labor Rates (On-Site)**	Hourly Labor Rates (Off-Site)
Base Year One	\$	\$
Base Year Two	\$	\$
Optional Year Three	\$	\$
Optional Year Four	\$	\$
Optional Year Five	\$	\$

Note to Offerors - Add rows for more labor categories and five years' worth of labor rates as needed. The goal is to propose an appropriate number and variety of other labor categories needed to fulfill the duties and responsibilities described in TORFP Sections 2.3.3 through 2.3.8.

Print Name - Authorized Company Representative

Company Name

Signature - Authorized Company Representative

Date

Company Tax ID # (FEIN)

* “Hourly Labor Rate” is the actual rate the State will pay for services requested via a time and materials work order and must be recorded in dollars and cents. Hourly labor rates cannot exceed the CATS+ Master Contract Rate for the proposed labor category, but may be lower. Rates must be fully-loaded to include all direct and indirect costs and profit for the Master Contractor to perform under the TO Agreement.

** “On-Site” hourly rates may not exceed “Off-Site” hourly rates, but may be lower due to Offeror overhead savings.

SUBMIT TO PRICE PROPOSAL AS A .PDF FILE

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ATTACHMENT 1A – ANNUAL FIXED PRICE PROPOSAL

CATS+ TORFP #F50B3400073
Oversight Program Support Services

Column A - Labor Categories	Column B - Pricing	
1. PROGRAM MANAGER (TO-PRM)	ANNUAL FIXED LABOR RATE*	
Base Year One	\$	
Base Year Two	\$	
Optional Year Three	\$	
Optional Year Four	\$	
Optional Year Five	\$	
2. PROJECT MANAGER (TO-PM)	ANNUAL FIXED LABOR RATE	
Base Year One	\$	
Base Year Two	\$	
Optional Year Three	\$	
Optional Year Four	\$	
Optional Year Five	\$	
<u>TOTAL TORFP EVALUATION PRICE</u> → (Does Not Reflect Actual Task Order Value)	\$ _____ (Add the 10 Dollar Figures Above in Column B)	
PROPOSED OTHER LABOR CATEGORIES (TORFP Section 2.1)		
This list must match the “Proposed Other Labor Categories” in TORFP Attachment 1 – Hourly Price Proposal		
<Insert Labor Category from TORFP Attachment 1>	Annual Fixed Labor Rate (On-Site)**	Annual Fixed Labor Rate (Off-Site)
Base Year One	\$	\$
Base Year Two	\$	\$
Optional Year Three	\$	\$
Optional Year Four	\$	\$
Optional Year Five	\$	\$
<Insert Labor Category from TORFP Attachment 1>	Annual Fixed Labor Rate (On-Site)**	Annual Fixed Labor Rate (Off-Site)
Base Year One	\$	\$

Base Year Two	\$	\$
Optional Year Three	\$	\$
Optional Year Four	\$	\$
Optional Year Five	\$	\$
<Insert Labor Category from TORFP Attachment 1>	Annual Fixed Labor Rate (On-Site)**	Annual Fixed Labor Rate (Off-Site)
Base Year One	\$	\$
Base Year Two	\$	\$
Optional Year Three	\$	\$
Optional Year Four	\$	\$
Optional Year Five	\$	\$
<Insert Labor Category from TORFP Attachment 1>	Annual Fixed Labor Rate (On-Site)**	Annual Fixed Labor Rate (Off-Site)
Base Year One	\$	\$
Base Year Two	\$	\$
Optional Year Three	\$	\$
Optional Year Four	\$	\$
Optional Year Five	\$	\$
<Insert Labor Category from TORFP Attachment 1>	Annual Fixed Labor Rate (On-Site)**	Annual Fixed Labor Rate (Off-Site)
Base Year One	\$	\$
Base Year Two	\$	\$
Optional Year Three	\$	\$
Optional Year Four	\$	\$
Optional Year Five	\$	\$

Note to Offerors - Add rows as needed to match the list of “Proposed Other Labor Categories” in TORFP Attachment 1 – Hourly Price Proposal

Print Name - Authorized Company Representative

Company Name

Signature - Authorized Company Representative

Date

Company Tax ID # (FEIN)

* “Annual Fixed Labor Rates” are the actual rate the State will pay for services requested via a fixed price work order and must be recorded in dollars and cents. Rates must be fully-loaded to include all direct and indirect costs and profit for the Master Contractor to perform under the TO Agreement.

For each labor category, the “Annual Fixed Labor Rate” shall be less than or equal to (< / =) the corresponding Hourly Labor Rate for that labor category multiplied by 1,920. Annual Fixed Labor rates require 1,920 hours worked annually. Upon a determination by the TO Manager that the 1,920 hours will not be met in a given performance period, the annual rate “by the hour” shall apply to the present and remaining months of the performance period. The annual rate by the hour is equal to the annual rate (dollar amount) divided by 1,920. Should the 1,920 hours not be met because DoIT chooses to curtail hours or release a resource, the annual rate “by the hour” rate shall apply to the present month. Remaining reduced hour months will be paid at the time and materials hourly rate for the rest of the performance period.

Resources obtained by this task order at an annual fixed price are subject to the same State holidays or other imposed days off and allowed up to 80 hours of additional leave per year, after completing six months of service. Leave hours require prior approval by the TO-PRM.

Resources acquired using the fixed price annual rates are those that DoIT expects to perform at a management or executive level, working the number of hours necessary to perform the duties assigned and producing the deliverables required. Fixed price resources will be evaluated on the timeliness and quality of their work, via the PEF process described in TORFP Section 2.

** “On-Site” annual fixed rates may not exceed “Off-Site” annual fixed rates, but may be lower due to Offeror overhead savings.

SUBMIT TO PRICE PROPOSAL AS A .PDF FILE

ATTACHMENT 2 – TASK ORDER AGREEMENT

CATS+ TORFP# F50B3400073 OF MASTER CONTRACT #060B2490023

This Task Order Agreement (“TO Agreement”) is made this **day** of **Month**, 20**XX** by and between **Task Order Contractor (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:
 - a. “Agency” means the Department of Information Technology (DoIT), as identified in the CATS+ TORFP #F50B3400073.
 - b. “CATS+ TORFP” means the Task Order Request for Proposals #F50B3400073, dated **MONTH DAY, YEAR**, including any addenda.
 - c. “Master Contract” means the CATS+ Master Contract between the Maryland Department of Information Technology and **TO Contractor** dated **MONTH DAY, YEAR**.
 - d. “TO Procurement Officer” means the individual so designated in the Key Information Summary Sheet of the CATS+ TORFP. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
 - e. “TO Agreement” means this signed TO Agreement between the Department of Information Technology and **TO Contractor**.
 - f. “TO Contractor” means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is _____.
 - g. “TO Manager” means the individual so designated in the Key Information Summary Sheet of the CATS+ TORFP. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
 - h. “TO Proposal - Technical” means the TO Contractor’s technical response to the CATS+ TORFP dated **date of TO Proposal – Technical**.
 - i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS+ TORFP dated **date of TO Proposal - Financial**.
 - j. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.
2. Scope of Work
 - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supersede the Master Contract.
 - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS+ 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+ 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

The TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS+ TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement shall commence on the date of the Notice to Proceed and shall terminate two years thereafter unless terminated earlier as provided in the Master Contract. The Agency shall have the sole right to exercise up to three, one year renewal options at its sole discretion.

4. Consideration and Payment

4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS+ TORFP and shall not exceed a ceiling amount of \$..... 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+ TORFP, but, except as otherwise provided therein or herein, no later than thirty (30) days after the Agency's receipt of an invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.

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

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

4.5 The selected Master Contractor (TO Contractor) and any subcontractors shall not be eligible for awards of contracts or task orders related to MITDPs (Major Information Technology Development Projects) as defined by DoIT, for the duration of the TO Agreement period of performance.

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

TO Contractor Company Name

Print TO Contractor Representative Name

Date

Signature of TO Contractor Representative

Witness: _____

STATE OF MARYLAND, Department of Information Technology

By: Robert Krauss, TO Procurement Officer

Date

Witness: _____

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ATTACHMENT 3 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

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

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

Print TO Contractor Representative Name

Date

Signature of TO Contractor Representative

Witness: _____

SUBMIT AS A .PDF FILE

ATTACHMENT 4 – PROPOSED PERSONNEL RESUME SUMMARY

INSTRUCTIONS:

1. Offerors must comply with all personnel requirements under the CATS+ Master Contract RFP 060B2490023. Only labor categories proposed in the Offeror’s CATS+ Financial Proposal may be proposed for the TORFP.
2. Offerors must complete one *Proposed Personnel Resume Summary* for each of the three resource candidates proposed for the TORFP. The purpose is to document how each resource meets or exceeds the minimum qualifications for the proposed CATS+ labor category and the TORFP minimum qualifications for TO Contractor personnel (TORFP Section 2.5).
3. Under the heading “Relevant Qualifications”, include the names of schools, certification / award providers, and employers of the candidate along with descriptions of education, certifications / awards, and work experience respectively. Include job titles.
4. Provide the start and end dates for past training and work experience for comparison to the minimum qualification time requirements.
5. Attach an image of the current PMI PMP certificate for each proposed candidate.

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ATTACHMENT 4 – PROPOSED PERSONNEL RESUME SUMMARY (CONTINUED)

Proposed Candidate Name:	*Offeror Company Name:
CATS+ LABOR CATEGORY – Program Manager (TO-PRM)	
Labor Category Minimum Qualifications From the CATS+ RFP	Relevant Qualifications Describe below the proposed candidate’s qualifications that meet or exceed the minimum qualifications at left
<p>Education:</p> <p>Bachelor’s Degree from an accredited college or university in Engineering, Computer Science, Information Systems, Business or other related discipline. Master’s degree and/or project management certification is preferred.</p>	
<p>General Experience:</p> <p>At least 12 years of experience in program or project management.</p>	
<p>Specialized Experience:</p> <p>At least eight (8) years of experience in supervision or oversight of IT related programs or projects.</p>	
“TO Contractor Personnel” Minimum Qualifications From the TORFP Section 2.5	Relevant Qualifications Describe below the proposed candidate’s qualifications that meet or exceed the minimum qualifications at left
<p>Five years’ experience performing government IT quality assurance program management.</p>	
<p>Two years’ experience supervising multiple project managers engaged primarily in government IT quality assurance. This experience may be concurrent with the required five (5) years’ program management experience.</p>	
<p>Current PMI PMP certification.</p>	<p>(Attach copy of PMI PMP certificate)</p>

* By submitting this form, the Offeror certifies that all candidate qualifications information is true and correct.

ATTACHMENT 4 – PROPOSED PERSONNEL RESUME SUMMARY (CONTINUED)

Proposed Candidate Name:	*Offeror Company Name:
CATS+ LABOR CATEGORY – Project Manager (TO-PM) 1 of 2	
Labor Category Minimum Qualifications From the CATS+ RFP	Relevant Qualifications Describe below the proposed candidate’s qualifications that meet or exceed the minimum qualifications at left
<p>Education:</p> <p>Bachelor’s Degree from an accredited college or university in Engineering, Computer Science, Information Systems, Business or other related discipline. Master’s degree or project management certification is preferred.</p>	
<p>General Experience:</p> <p>At least five years of experience in project management.</p>	
<p>Specialized Experience:</p> <p>At least five years of experience in managing IT related projects and must demonstrate a leadership role in at least three successful projects that were delivered on time and on budget.</p>	
“TO Contractor Personnel” Minimum Qualifications From the TORFP Section 2.5	Relevant Qualifications Describe below the proposed candidate’s qualifications that meet or exceed the minimum qualifications at left
<p>Five years’ experience in IT project or program management.</p>	
<p>Current PMI PMP certification.</p>	<p>(Attach copy of PMI PMP certificate)</p>

* By submitting this form, the Offeror certifies that all candidate qualifications information is true and correct.

ATTACHMENT 4 – PROPOSED PERSONNEL RESUME SUMMARY (CONTINUED)

Proposed Candidate Name:	*Offeror Company Name:
CATS+ LABOR CATEGORY – Project Manager (TO-PM) 2 of 2	
Labor Category Minimum Qualifications From the CATS+ RFP	Relevant Qualifications Describe below the proposed candidate’s qualifications that meet or exceed the minimum qualifications at left
<p>Education:</p> <p>Bachelor’s Degree from an accredited college or university in Engineering, Computer Science, Information Systems, Business or other related discipline. Master’s degree or project management certification is preferred.</p>	
<p>General Experience:</p> <p>At least five years of experience in project management.</p>	
<p>Specialized Experience:</p> <p>At least five years of experience in managing IT related projects and must demonstrate a leadership role in at least three successful projects that were delivered on time and on budget.</p>	
“TO Contractor Personnel” Minimum Qualifications From the TORFP Section 2.5	Relevant Qualifications Describe below the proposed candidate’s qualifications that meet or exceed the minimum qualifications at left
<p>Five years’ experience in IT project or program management.</p>	
<p>Current PMI PMP certification.</p>	<p>(Attach copy of PMI PMP certificate.)</p>

* By submitting this form, the Offeror certifies that all candidate qualifications information is true and correct.

ATTACHMENT 5 – PRE-PROPOSAL CONFERENCE

Agenda

- I. Welcome and Introduction
- II. Review TORFP Section 1 – Administrative Information
- III. Review TORFP Section 2 - Scope of Work
- IV. Review Attachment 1 - Price Proposal Form
- V. Review TORFP Sections 3 and 4 – Proposal Format, Submission, and Evaluation Process
- VI. Q&A

NOTE - Due to space limitations, attendees are restricted to two persons per company.

At the conference, the State will try to answer every question but responses may be subject to clarification later. **Responses given verbally at the conference by state representatives are not binding upon the State.** Should substantive issues be raised which cause the solicitation to be amended, all master contractors in the functional area will receive the amendment(s).

Minutes of the conference will be not be transcribed, although the State may issue a conference summary. Any substantive questions must be submitted to the Task Order Procurement Officer via email no later than September 16, 2013, 4:00PM Local Time. Questions and answers not specific to a master contractor will be summarized and distributed to all master contractors in the functional area.

Directions

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 164 is on the first floor.
- Stop and register with the Security Guard; you will be directed to Room 164.

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 6 – PERFORMANCE EVALUATION FORM

(The TO Contractor shall fill out the top portion and submit one PEF monthly for each TO Personnel)

Evaluation Month & Year:
TO Contractor Resource Name:
Labor Category:

TO Contractor Company Name:
TO Contractor Contact Name:
Contact Phone / Email::

TO Requesting Agency: Department of Information Technology

TO Agreement Name: Oversight Program Support Services
TO Agreement #: F50B3400073

The TO Manager or Designee Shall Complete the Information Below

TO CONTRACTOR RESOURCE PERFORMANCE RATING*

Performance Area	Satisfactory	Unsatisfactory
1. Attendance / Timeliness		
2. Work Productivity		
3. Work Quality		
4. Teamwork		
5. Communication		
6. Customer Service		

*TO Contractor Resources shall maintain a “Satisfactory” rating for each performance area. For any unsatisfactory ratings, the TO Manager may invoke the Mitigation Procedures for Unsatisfactory Performance as defined in Section 2.8 of TORFP.

REASON(S) FOR UNSATISFACTORY PERFORMANCE RATING/S:

 TO Manager Signature

 Date Signed

ISSUED MONTHLY BY THE TO CONTRACTOR / APPROVED BY THE TO MANAGER

ATTACHMENT 7 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made as of this ____ day of _____, 20____, 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 Oversight Program Support Services, TORFP No. F50B3400073 dated _____, (the “TORFP”) issued under the Consulting and Technical Services+ procurement issued by the Department, Project Number 060B2490023; 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 State agency information technology (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 Representative:

Department of information Technology:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SUBMIT AS REQUIRED IN SECTION 1.6 OF THE TORFP

ATTACHMENT 8 – LIVING WAGE AFFIDAVIT OF AGREEMENT

Contract No. F50B3400073 under the CATS+ Master Contract No. 060B2490023

Name of Contractor _____

Address _____

City _____ State _____ Zip Code _____

If the Contract is Exempt from the Living Wage Law

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

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

If the Contract is a Living Wage Contract

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

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

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

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

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____ Title: _____

Witness Name (Typed or Printed): _____

Witness Signature & Date: _____

ATTACHMENT 9 - CERTIFICATION RE: INVESTMENT IN IRAN

CERTIFICATION REGARDING INVESTMENTS IN IRAN

Authority: State Finance & Procurement, §§17-701 – 17-707, Annotated Code of Maryland [Chapter 447, Laws of 2012].

List: The Investment Activities in Iran list identifies companies that the Board of Public Works has found to engage in investment activities in Iran; those companies may not participate in procurements with a public body in the State. “Engaging in investment activities in Iran” means:

- A) Providing goods or services of at least \$20 million in the energy sector of Iran; or
- B) For financial institutions, extending credit of at least \$20 million to another person for at least 45 days if the person is on the Investment Activities In Iran list and will use the credit to provide goods or services in the energy of Iran.

The Investment Activities in Iran list is located at: www.bpw.state.md.us

Rule: A company listed on the Investment Activities In Iran list is ineligible to bid on, submit a proposal for, or renew a contract for goods and services with a State Agency or any public body of the State. Also ineligible are any parent, successor, subunit, direct or indirect subsidiary of, or any entity under common ownership or control of, any listed company.

NOTE: This law applies only to new contracts and to contract renewals. The law does not require an Agency to terminate an existing contract with a listed company.

CERTIFICATION REGARDING INVESTMENTS IN IRAN

The undersigned certifies that, in accordance with State Finance & Procurement Article, §17-705:

- (i) it is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in §17-702 of State Finance & Procurement; and
- (ii) it is not engaging in investment activities in Iran as described in State Finance & Procurement Article, §17-702.

The undersigned is unable make the above certification regarding its investment activities in Iran due to the following activities:

Name of Contractor Representative: _____

Signature of Contractor Representative: _____

Date: _____ Title: _____

Witness Name (Typed or Printed): _____

Witness Signature and Date: _____

ATTACHMENT 10 - ACKNOWLEDGEMENT OF MBE REQUIREMENTS

Master Contractor Acknowledgement of Task Order MBE Requirements

This document shall be included with the Offeror's proposal to the TORFP. **If this form is not properly completed, or not submitted with the Offeror's proposal, the Offeror's proposal shall be not reasonably susceptible of being selected for award.**

I acknowledge, in conjunction with my proposal submitted in response to TORFP F50B3400073, the following:

1. I understand that if I am awarded under the solicitation noted above, I may have to fulfill work orders that may contain MBE participation requirements.
2. If I am awarded under the solicitation noted above, and I receive a work order that contains MBE requirements, I commit to making a good faith effort to achieve the MBE goal established therein.
3. MBE performance must be in accordance with Code of Maryland Regulations 21.11.03.

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 Company Name

Signature of Affiant

Date

Printed Name, Title