



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

DoIT Web Shared Services

CATS+ TORFP # F50B4400054

Department of Information Technology (DoIT)

ISSUE DATE: April 21, 2014

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KEY INFORMATION SUMMARY SHEET

This CATS+ 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 shall respond to this TORFP with either a Task Order (TO) Proposal to this TORFP or a Master Contractor Feedback form (See Section 3).

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:	DoIT Web Shared Services
TO Project Number (TORFP #):	F50B4400054
Functional Area:	Functional Area 2 – Web and Internet
TORFP Issue Date:	Monday, April 21, 2014
Questions Due Date and Time:	05/19/2014 at 4:00PM Local Time
Closing Date and Time:	06/ 03/ 2014 at 2:00PM Local Time
TORFP Requesting Agency:	DoIT
Send Questions and Proposals to:	Gayle Mealy doit.webservices@maryland.gov
TO Procurement Officer:	Gayle Mealy Office Phone Number: (410) 260-4074 Office Fax Number: 410-974-5615
TO Manager:	Teri Greene Office Phone Number: 410-260-7919 Email: teri.greene@maryland.gov
TO Type:	Combination Fixed Price and Time and Materials
Period of Performance:	Three (3) years plus two (2) option years
MBE Goal:	18 %
Small Business Reserve (SBR):	No
Primary Place of Performance:	45 Calvert Street, Annapolis, MD 21401
TO Pre-proposal Conference:	Department of Information Technology 45 Calvert Street, Annapolis, MD 21401 05/07/2014 at 10:00 AM Local Time See Attachment 6 for directions.

SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 TORFP SUBJECT TO CATS+ MASTER CONTRACT

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.

All times specified in this document are local time, defined as Eastern Standard Time or Eastern Daylight Time, whichever is in effect.

1.2 ROLES AND RESPONSIBILITIES

Personnel roles and responsibilities under the TO:

- **TO Procurement Officer** – 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.
- **TO Manager** - 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+ Master Contract.

TO Manager will assign tasks to the personnel provided under this TORFP and will track and monitor the work being performed through the monthly accounting of hours deliverable for work types; actual work produced will be reconciled with the hours reported.

- **TO Contractor** – The CATS+ Master Contractor awarded the TO Agreement. The TO Contractor shall provide human resources as necessary to perform the services described in this TORFP Scope of Work.
- **TO Contractor Manager** - TO Contractor Manager will serve as first line contact with the TO Manager to regularly discuss progress of tasks, upcoming tasking, historical performance, and resolve any issues that may arise pertaining to the TO contractor staff. The TO Contractor Manager will serve as liaison between the TO Manager and the senior TO Contractor management.

TO Contractor Manager will provide invoices as specified under Section 2.22.

- **TO Contractor Personnel** – Any resource provided by the TO Contractor at DoIT's request.

1.3 TO AGREEMENT

Based upon an evaluation of TO Proposal responses, a CATS+ 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 TO Financial Proposal.

1.4 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the date and exact time stated in the Key Information Summary Sheet above. The date and time of submission is determined by the date and time of arrival in the TO Procurement Officer's e-mail box.

1.5 ORAL PRESENTATIONS/INTERVIEWS

All Master Contractors and proposed key staff will be required to make an oral presentation to State representatives in the form of oral presentations. 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 TO Agreement is awarded to the Master Contractor. The Procurement Officer will notify Master Contractor of the time and place of oral presentations.

1.6 QUESTIONS

All questions must be submitted via email to the TO Procurement Officer no later than the date and time indicated in the Key Information Summary Sheet. Answers applicable to all Master Contractors 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 answered in writing by the State.

1.7 TO PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held at the time, date and location indicated on the Key Information Summary Sheet. Attendance at the pre-proposal conference is not mandatory, but all interested Offerors are encouraged to attend in order to facilitate better preparation of their proposals.

Seating at pre-proposal conference will be limited to two (2) attendees per company. Attendees should bring a copy of the TORFP and a business card to help facilitate the sign-in process.

The pre-proposal conference will be summarized in writing. As promptly as is feasible subsequent to the pre-proposal conference, the attendance record and pre-proposal summary will be distributed via email to all Master Contractors known to have received a copy of this TORFP.

In order to assure adequate seating and other accommodations at the pre-proposal conference, please email the TO Procurement Officer indicating your planned attendance no later than three (3) business days prior to the pre-proposal conference. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, please contact the TO Procurement Officer no later than five (5) business days prior to the pre-proposal conference. The TO Requesting Agency will make reasonable efforts to provide such special accommodation.

1.8 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 shall do so impartially and without any conflicts of interest. Each Master Contractor shall complete and include with its TO Proposal a Conflict of Interest Affidavit and Disclosure in the form included as Attachment 4 of this TORFP. 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.

By submitting a Conflict of Interest Affidavit and Disclosure, the Master Contractor shall be construed as certifying all personnel and subcontractors are also without a conflict of interest as defined in COMAR 21.05.08.08A.

1.9 LIMITATION OF LIABILITY

The TO Contractor's liability is limited in accordance with Section 27 of the CATS+ Master Contract. TO Contractor's liability for this TORFP is limited to 1 times the total TO Agreement amount.

1.10 CHANGE ORDERS

If the TO Contractor is required to perform work beyond the scope of Section 2 of this TORFP, or there is a work reduction due to unforeseen scope changes, a TO Change Order is required. 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 changes shall be performed until a change order is approved by DoIT and executed by the TO Procurement Officer.

1.11 TRAVEL REIMBURSEMENT

Expenses for travel performed in completing tasks for this TORFP shall be reimbursed in accordance with the CATS+ Master Contract

1.12 MINORITY BUSINESS ENTERPRISE (MBE)

For MBE goal and sub-goal information, reference the Key Information Summary Sheet above. A Master Contractor that responds to this TORFP shall complete, sign, and submit all required MBE documentation at the time of TO Proposal submission (See Attachment 2, Minority Business Enterprise Forms and Section 3 Task Order Proposal Format And Submission Requirements). Failure of the Master Contractor to complete, sign, and submit all required MBE documentation at the time of TO Proposal submission will result in the State's rejection of the Master Contractor's TO Proposal.

1.12.1 MBE PARTICIPATION REPORTS

DoIT will monitor both the TO Contractor's efforts to achieve the MBE participation goal and compliance with reporting requirements.

- A) Monthly reporting of MBE participation is required in accordance with the terms and conditions of the CATS+ Master Contract by the 15th day of each month.
- B) The TO Contractor shall provide a completed MBE Prime Contractor Paid/Unpaid MBE Invoice Report (Attachment 2, Form D-5) to DoIT at the same time the invoice copy is sent.
- C) The TO Contractor shall ensure that each MBE Subcontractor provides a completed Subcontractor Paid/Unpaid MBE Invoice Report (Attachment 2, Form D-6).
- D) Subcontractor reporting shall be sent directly from the subcontractor to the DoIT. The TO Contractor shall email all completed forms, copies of invoices and checks paid to the MBE directly to the TO Manager.

1.13 VETERAN OWNED SMALL BUSINESS ENTERPRISE (VSBE)

THIS SECTION NOT APPLICABLE TO THIS TORFP

1.14 NON-DISCLOSURE AGREEMENT

1.14.1 NON-DISCLOSURE AGREEMENT (OFFEROR)

Certain system documentation may be available for potential Offerors to review at a reading room at TO Requesting Agency's address. 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 to schedule an appointment.

1.14.2 NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

Certain system 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.

1.15 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

DoIT is responsible for contract management oversight on the CATS+ Master Contract. As part of that oversight, DoIT has implemented a process for self-reporting contract management activities of TOs under CATS+. This process shall typically apply to active TOs for operations and maintenance services valued at \$1 million or greater, but all CATS+ 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.

1.16 LIVING WAGE

The Master Contractor shall abide by the Living Wage requirements under Title 18, State Finance and Procurement Article, Annotated Code of Maryland and the regulations proposed by the Commissioner of Labor and Industry. Affidavit of Agreement submitted as part of the Master Contract Agreement in accordance with the CATS+ Master Contract.

A proposal submitted by an Offeror shall be accompanied by a completed Living Wage Affidavit of Agreement. A copy of this Affidavit is included in Attachment 13.

1.17 MERCURY AND PRODUCTS THAT CONTAIN MERCURY

This solicitation and resulting purchase orders require that all materials used in the performance of the Contract and subsequent Purchase Orders and shall be mercury-free products. The Offeror shall submit a Mercury Affidavit with its Technical Response found in Attachment 14.

1.18 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 Attachment 16 of this TORFP.

1.19 PURCHASING AND RECYCLING ELECTRONIC PRODUCTS

A new State law effective October 1, 2012 (HB 448, Chapter 372) requires State agencies purchasing computers and other electronic products in categories covered by EPEAT to purchase models rated EPEAT Silver or Gold unless the requirement is waived by DoIT. This information is located on the DGS web site: <http://www.dgs.maryland.gov/Procurement/Green/Guidelines/desktops.html>.

Agencies should plan and coordinate the proper disposition of Information Technology equipment within the guidelines provided by DGS. A new State law effective October 1, 2012 (HB 448, Chapter 372) requires State agencies awarding contracts for services to recycle electronic products to award the contract to a recycler that is R2 or e-Stewards certified. This information is located on the DGS web site: <http://www.dgs.maryland.gov/Procurement/Green/Guidelines/disposal.html>

The State's Information Security Policy (Section 6.5 Media Protection) <http://doit.maryland.gov/Publications/DoITSecurityPolicy.pdf> discusses proper precautions to protect confidential information stored on media. Agencies can use the flowchart in Appendix B of this document to assist them in making sanitization decisions that are commensurate with the security categorization of the confidentiality of information contained on their media.

1.20 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 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 date 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. A separate NTP will also be issued for each task performed under this TO.
- 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 outline within Section 2 of this TORFP. A Work Order will not alter general terms

and conditions contained in the Master Contract and the TORFP. A Work Order may not in any way conflict with or supersede the Contract.

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SECTION 2 - SCOPE OF WORK

2.1 PURPOSE

This CATS+ TORFP is being issued by the Department of Information Technology (DoIT) to provide centralized web technical services and support including enterprise content management systems, web application support and web application development projects. The TO will also be used to help DoIT evaluate and apply current and emerging technologies to establish modern, scalable and reusable business solutions and enterprise platforms for the State.

The scope of work includes fixed price software applications support and administration for DoIT's operational systems identified in Section 2.6 Current Environment as well as Web Development Services to create new Web Applications or to upgrade existing Web Applications. DoIT intends to offer services under this TORFP to agencies through work orders and a reimbursable cost model based on the pre-defined services and price structure reflected in this TORFP.

DoIT's web systems are currently hosted 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 various coordinating offices, Maryland Department of Agriculture, Maryland Emergency Management Administration, and Maryland Department of Natural Resources. New development projects will include work with other State agencies and may be performed at other facilities or locations.

2.2 REQUESTING AGENCY BACKGROUND

DoIT provides delivery of IT service to agencies and standards-based initiatives under a shared services model.

In 2001 the DBM Office of Information Technology began the Maryland.gov 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."

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™). In 2013 DoIT migrated Maryland.gov to a hosting arrangement with NICUSA, Inc. under DoIT's Self-Funded eGovernment Services contract allowing DoIT to focus efforts on delivery of service to agencies and standards-based initiatives through further consolidation under a shared services model.

2.3 OBJECTIVES

More than 4 million unique visitors traverse the State of Maryland's websites each month. Many citizens and visitors conduct business with State agencies via online services and engage in social media as showcased by the Maryland.gov portal. DoIT desires to expand and improve the State's efforts to engage residents, businesses, employees, and local governments, hereinafter referred to as "Customers," through the use of the Internet and centralized services. Benefits of a centralized web shared services approach include efficiency and cost savings reduced operating expenses, enhanced security and reusable solutions. Customers benefit from the convenience of 24 hours per day, 365 days per year online, anytime, anywhere interactions and transactions with the State.

DoIT's hosted Content Management System (CMS) solutions include Microsoft SharePoint and WordPress. These products are core solutions that provide content management and collaboration functions as well as secure access for Internet, Intranet and Extranet contributors. The use of templates and reusable web parts and plugins allow multiple sites with distinct statewide design and functional standards to be hosted on a centralized platform with 24x7x356 managed services, availability and security monitoring.

Key objectives of the Web Shared Services TO are:

- Rapid development of new business solutions such as web and mobile applications, forms and registration, shared resource tools for utility and training.
- Continuing integration of the State's current websites and new page development. Development and delivery of a continually expanding set of shared services. Migration/conversion of existing eGovernment applications with no interruption or degradation of service as a result of these efforts. Customizable applications and/or applications developed for State agencies that provide electronically delivered services and information (i.e., eGovernment) to customers.
- Providing customer application support to customers and agencies. Hardware, Network and Operating System support will be provided by DoIT, agency customers or other contracted providers and not provided by this Task Order.

2.4 MANAGEMENT AND ADMINISTRATION

The TO Agreement that results from this TORFP will be managed by DoIT who will provide the appropriate guidance to support the key objectives of DoIT's Web Shared Services as well as the oversight to ensure that the TO Contractor performs the required scope of work and adheres to all terms of the TO agreement. A separate NTP will be provided for each task described below.

The TO Contractor shall designate a full-time TO Contractor Manager who will be responsible for all activities of the DoIT Web Shared Services TO from the contractor's perspective. The TO Contractor Manager shall meet regularly with the DoIT TO Manager to review projects, status of scheduled maintenance, customer service activities, system issues, change requests or other issues that need to be addressed by the State.

The TO Manager will serve as a liaison between the TO Contractor and State agencies for the use of DoIT's Web Shared Services contract. All pertinent aspects of this contract, such as planning and design services, development and integration of applications into DoIT's enterprise, designation of fees and priority of work orders will be coordinated through the TO Manager.

The TO Contractor shall be responsible for web development, maintenance and support for an agency as required by the Work Order. The TO Contractor will recommend solutions that will assist State agencies in providing efficiencies and effective services.

2.5 STATE AGENCY CUSTOMERS

Agencies will submit WO Requests to the TO Manager through DoIT's WO procedures defined in Section 2.11 and also outlined on the doit.maryland.gov website.

Agencies requesting services are responsible for identifying the functional and technical requirements and to facilitate secure integration and/or interface with existing State systems. This includes performing acceptance testing, providing second-level customer service support as well as business rules and specifications for any application development project.

2.6 CURRENT ENVIRONMENT

The current environment includes the following software components and system administration of VMWare, load balancers and active directory to provide a highly secure, available, reliable and scalable infrastructure to support the 24x7x365 operations of the Portal.

- Microsoft Windows 2008 R2 Datacenter (IIS 7.5 and ADS)
- Microsoft SharePoint Server 2010 Enterprise
- WordPress 3.8
- SQL Server 2008 R2 –Enterprise Edition
- Linux Redhat Enterprise
- [ASP.NET](#)
- McAfee Move AV agent
- Vice Versa
- VMware VCenter 5

DoIT's web production environment 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.

Application maintenance is performed remotely using both HTTPS/SSL/PKI and VPN connections established between the DoIT site in Annapolis and the production environment at UMCP or other hosting locations.

SharePoint Server 2010 and WordPress are the primary software applications used for website development. SharePoint manages sites based on Microsoft's three stage topology, with authoring, staging, and production farms. Additional custom applications and COTS software applications will be supported under this TORFP through the WO process.

2.7 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 and 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 security and technology project execution.

The following policies, guidelines and methodologies can be found at the DoIT site (<http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx>). These may include, but are not limited to:

- The State of Maryland System Development Life Cycle (SDLC) methodology
- The State of Maryland Information Technology Security Policy and Standards
- The State of Maryland Information Technology Non-Visual Access Standards
- The TO Contractor shall follow project management methodologies consistent with the Project Management Institute's Project Management Body of Knowledge Guide.
- TO Contractor assigned personnel shall follow a consistent methodology for all TO activities.
- State Web Standardization Initiatives – <http://doit.maryland.gov/webcom/Pages/Standards.aspx>.

2.8 NON-VISUAL ACCESS

By submitting a TO Proposal, the Offeror shall meet the requirements for non-visual access for all work under this TORFP as defined in the CATS+ Master Contract Section 1.31 Non-Visual Access .

2.9 TRANSITION FROM CURRENT CONTRACTOR (Fixed Price)

The State has planned for a 30 business-day beginning-of-contract transition period from the incumbent contractor. This transition period includes verification and performance testing through a complete business cycle. The TO Contractor shall develop 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-out 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.

1. The Fixed Price transition period shall begin with the kickoff meeting which will be held within five (5) days of NTP. TO Contractor will provide a draft Transition Plan at the Kickoff Meeting for review.
2. Assigned TO Contractor staff shall work closely with both State employees and incumbent Contractor staff. TO Contractor personnel that are identified as key staff in the proposal are expected to work on-site at DoIT’s offices in Annapolis, MD to perform ongoing maintenance and support.
3. The TO Contractor shall integrate the incumbent’s Transition Plan into the TO Contractor’s startup Transition Plan as necessary to ensure smooth performance of the transition period.
4. The TO Contractor shall submit the final Transition Plan within 10 business days following the NTP date (NTP). Upon State acceptance of the final Transition Plan, the plan shall be implemented in accordance with the timeframe specified in the TO Contractor’s final Transition Plan.
5. The TO Contractor shall schedule and conduct transition status meetings for the duration of the transition period.
6. The schedule for the transition period is:

Event	Deliverables	Timing
1. Kickoff Meeting	Draft Transition Plan	NTP + 5 business days
2. Agency comments on Draft Transition Plan	Edits on draft Transition Plan (Agency)	NTP + 7 business days
3. Transition Status Meetings	1 st Status Meeting: <ul style="list-style-type: none"> • Final Transition Plan • Status of Transition Plan Activities 	NTP + 10 business days and once per week until Transition Period is completed. Regular weekly Status Meetings will continue until all transition activities completed to the satisfaction of the TO Manager.
4. Final Transition Status Meeting	Final Transition Status	NTP + 30 business days (est.)

7. The Final Transition Status Meeting represents the end of the Transition Period. TO Contractor shall assume responsibility for web shared services support upon completion of the Final Transition Status Meeting and approval by the TO Manager that the TO Contractor has satisfactorily completed all transition activities as identified in this Section.
8. The Transition Plan shall include the following:
 - a) Staffing including SharePoint, SQL Server, .NET, and WordPress software expertise
 - b) Communication plan between the TO Contractor, DoIT, the incumbent contractor and other state contractors
 - c) Security access and system connectivity
 - d) Hardware, software, and office administrative needs
 - e) Training and orientation of the TO Contractor's staff on all applicable application.
 - f) Attaining working knowledge of standard operating procedures (SOPs) as provided by DoIT and the State's general business practices. A Work Breakdown Structure identifying all tasks to be completed during the transition period.
 - g) TO Contractor shall include a task to perform a set of baseline performance measurements to serve as the baseline for future performance expectations for support
 - h) Attaining working knowledge of all technical and functional matters associated with the network and security architecture
 - i) Timing of transition; status reporting and meetings between DoIT and various parties demonstrating the team's operational readiness to provide maintenance and support

2.10 BASELINE OPERATIONS AND MAINTENANCE (Fixed Price)

1. The Baseline Maintenance and Operations task shall commence only when the Final Transition Status Meeting has occurred, representing that: all items included in the Transition Plan have been completed and the State has certified that the TO Contractor is fully prepared to assume responsibility to provide the technical support and services described in this section.
2. The TO Contractor shall provide project administration, application software support and system administration for website production and publishing environments as well as the development and testing environments for the baseline set of sites listed in this section. Activities include all aspects of technical support to address system incidents, change requests, or upgrades for the following production sites:

<p>www.doit.maryland.gov</p> <p>www.dbm.maryland.gov</p> <p>www.mda.maryland.gov</p> <p>www.dnr.maryland.gov</p> <p>www.veterans.maryland.gov</p> <p>www.bpw.maryland.gov</p> <p>www.mdhope.dhcd.maryland.gov</p> <p>www.mema.maryland.gov</p>	<p>www.grants.maryland.gov</p> <p>green.maryland.gov</p> <p>goma.maryland.gov</p> <p>imap.maryland.gov</p> <p>mcp.maryland.gov</p> <p>spending.dbm.maryland.gov</p> <p>news.maryland.gov/* (10 sites)</p>
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rural.maryland.gov
network.maryland.gov
cdn.doit.md.gov
mmp.maryland.gov

3. The TO Contractor shall identify a primary technical point of contact for administration of the project and configuration control of technical components to ensure availability and reliability of all websites, web applications and web services. This person will produce weekly and monthly project status reports that track System Incident Requests (SIRs) and Change Requests (CRs) in accordance with pre-defined service levels and also record solutions and projected resolution dates.
4. TO Contractor shall establish a weekly configuration change control meeting in accordance with Service Level Agreements in Section 2.14 working with DoIT and/or the State's contractors to ensure redundant services, network security management, monitoring, data backup, storage, disaster recovery and restore services.
5. The TO Contractor shall provide technical staff with qualified software experience, web programming, database and technical skills to support the maintenance and development of the SharePoint portal software, to manage out of the box and custom web parts as well as third-party solutions to manage and publish content.
6. TO Contractor shall support web sites and applications that reside on the development, testing and production environments. Daily tasks will include software maintenance activities for any applications within the DoIT's Web Shared Services contract including OOTB functions of SharePoint and WordPress themes and plugins to streamline coordination of content between DoIT and agency channels.
7. The TO Contractor shall establish and 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.
8. 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:
 - a) Technical Support Agreement
 - b) Standard Operating Procedures
 - c) Backup and Disaster Recovery Plan
 - d) Functional System Design Document
 - e) Network and Security Architectural Design
 - f) System Documentation
 - g) Software Inventory
 - h) Roles and Responsibilities Matrix
9. The TO Contractor shall replace, upgrade, patch or apply hot fixes as directed through the weekly change control process to ensure that application software is up to date.
10. The TO Contractor shall provide monthly statistics using Google Analytics and other reporting tools. The statistics must include traffic levels (usage), number of trouble tickets, outages, duration of each outage, outage resolution.

11. 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.
12. The TO Contractor shall provide staff with demonstrated web development experience in SharePoint, WordPress, 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.
13. The TO Contractor shall coordinate with DoIT contractors regarding IDS/IPS monitoring solution to protect the system from various security threats as well as remote backup solution.
14. The TO Contractor shall ensure that the applications are accessible via popular web browsers, current and prior versions (e.g., Microsoft's Internet Explorer, Mozilla Firefox, Chrome, Opera, Safari.).
15. DoIT has a Service Desk ticketing system (currently Remedy) that is used to track all on-going maintenance issues reported by DoIT's customers. DoIT also has a separate Support Desk that is a central point of contact for all technology issues including desktops, network and server infrastructure and web applications. Web application issues received by the Service Desk will be recorded in Remedy, which will notify appropriate technical personnel from this TO if the problem is determined to be related to the systems supported under this TO. The TO Contractor will update the ticketing system until the issue is closed.
16. DoIT also maintains a separate Network Operations Center (NOC) which is responsible for providing technical support for all network and hosting center infrastructure. TO Contractor shall work collaboratively with the NOC and the Network Managed Services Contractor to assist in the resolution of issues that affect both the network infrastructure as well as web applications supported under this TO. The TO Contractor shall submit a ticket through DoIT's Service Desk for network managed services technical support.
17. The TO Contractor shall work with the TO Manager to recommend and finalize a configuration control process that interfaces on a regular basis with the hosting providers and supports the goals and objectives of DoIT's Web Shared Services and scope of work within the TORFP. This includes established procedures and approvals for timely completion of Work Order (WO) Requests, oversight, maintenance and operations.

2.11 WO REQUESTS Fixed Price (FP) or Time & Materials (T&M)

Agencies will submit WO Request for Web Application Development Services to the DoIT TO Manager who will review and approve it for use on the TO. The TO Manager will then forward it to the TO Contractor through DoIT's WO procedures outlined in this section and the doit.maryland.gov website. Each WO Request will be assigned a unique number. In response to each WO Request, the Offeror will submit a response in the form of a WO Proposal.

The TO Contractor shall provide consulting services to analyze WO Requests, provide functional, non-functional and technical specifications to fulfill these requests and to develop web.

The TO Contractor shall design applications according to statewide design standards and use universal or alternative access methods to accommodate accessing the Internet via various devices such as personal hand-held devices, IVR, kiosks, cell phones, wireless access protocol (WAP) devices, and WebTV are among

the different ways in which the general public is able to access the Internet without the use of a traditional web browser.

WO Requests will include a variety of projects to design, develop, test, implement and maintain secure and accessible web applications and web services for various business processes. Applications may include front-end to mainframe systems or involve data transformation solutions between disparate systems. Projects may also involve custom solutions or the implementation of COTS solutions including electronic commerce/electronic data interchange (EC/EDI).

The Contractor's WO Proposal will identify options available to the State that will save time or reduce cost and/or complexity in developing and implementing these services within DoIT's hosted platform at University at College Park (UMCP.)

The TO Contractor will provide project management services for each WO to ensure that project goals and objectives are met and that products are delivered on time, on budget and within scope, as well as meet the business objectives originally intended.

The State may require that specific project deliverables be offered in languages in addition to English.

Services shall be provided via a WO process using either FP or T&M pricing using the pre-approved fully-loaded labor rates applicable to the appropriate labor categories.

The WO process follows these steps:

- A) The TO Manager shall e-mail a WO request to the TO Contractor to provide services. The request may include:
 - a) Technical requirements and description of the services needed;
 - b) Performance objectives and/or deliverables, as may be applicable;
 - c) Due date and time for submitting a response to the request;
 - d) Performance testing period if desired;
 - e) Other specific information as requested from the TO Contractor.
- B) The TO Contractor shall e-mail a response to the TO Manager within the specified time and include at a minimum:
 - a) A response that details the TO Contractor's understanding of the work;
 - b) A description of proposed resources required to perform the requested tasks, with TORFP labor categories listed. An explanation how tasks shall be completed. This description shall include proposed subcontractors and related tasks.
 - c) Identification of those activities or phases that can be completed independently or simultaneously versus those that shall be completed before another activity or phase can commence.
 - d) The proposed personnel resources, including those of subcontractors, and estimated hours to complete the task.
- C) The TO Manager will review the response and will either approve the WO and provide a Notice to Proceed (NTP), or contact the TO Contractor to obtain additional information, clarification or revision to the WO. If satisfied, the TO Manager will then provide the NTP.
- D) Proposed personnel shall be approved by the TO Manager. The TO Contractor shall furnish resumes of the proposed personnel specifying their intended approved labor category. The TO Manager shall

have the option to interview the proposed personnel. After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the proposed personnel.

- E) If time is of the essence, as determined by the TO Manager, and work must be initiated more quickly than by the work order process identified above, then the TO Manager will use the following process.
- a) Services shall be provided via a WO process using the pre-approved fully-loaded labor rates applicable to their labor categories:
 - b) TO Manager will contact the TO Contractor by any method and request emergency services within the timeframes established by the SLA for emergency services as specified in Section 2.14. The TO contractor will respond and initiate work as needed.
 - c) As soon as practicable, the TO Manager shall e-mail a WO Request to the TO Contractor to provide services. The request may include:
 - 1. technical requirements and description of the services needed;
 - 2. performance objectives and/or deliverables, as may be applicable;
 - 3. due date and time for submitting a response to the request;
 - 4. performance and Warranty Period;
 - 5. Specific information as requested from the TO Contractor.
 - d) The TO Contractor shall e-mail a response to the TO Manager within the specified time and include at a minimum:
 - 1. a response that details the TO Contractor's understanding of the work;
 - 2. A description of the proposed work plan in narrative format including time schedules, and if required a GANTT/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.
 - 3. 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.
 - 4. required place(s) where work must be performed;
 - 5. State furnished information, work site, and/or access to equipment, facilities, or personnel;
 - 6. The personnel resources, including those of subcontractors, and estimated hours to complete the task.
 - 7. Note any materials and the cost or the estimated costs (if the situation absolutely requires an estimate versus an actual cost at the time).
 - e) The TO Manager will review the response and will either approve the work and provide a NTP, or contact the TO Contractor to obtain additional information, clarification or revision to the work. If satisfied, the TO Manager will then provide the NTP.

2.12 END-OF-CONTRACT TRANSITION (Fixed Price)

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 agent. 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 are transferred to the custody of State personnel.

- a) A Transition-out 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:
 1. Any staffing concerns/issues related to the closeout of the TO.
 2. Communications and reporting process between the TO Contractor and the TORFP Contract Manager;
 3. Security and system access: review and closeout as needed;
 4. Any hardware/software inventory;
 5. Any final training/Orientation of State staff or another State agent's staff;
 6. Knowledge transfer to include:
 - i. A working knowledge of the system environment as well as the general business practices of the State;
 - ii. Review with DoIT the procedures and practices that support the business process and system;
 - iii. 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;
 - iv. Documentation that lists and describes all hardware and software tools utilized in the performance of this Contract;
 - v. A working knowledge of various utilities and corollary software products used in support and operation of the system;
 - vi. A working knowledge of all processes and procedures, both functional and technical, concerning all the system's interfaces.
 7. plans to complete tasks and any unfinished work items;
 8. The Transition-out Plan shall address any risk factors with the timing and the transition schedule;
- b) Document any risk factors and suggested solutions;
- c) The TO Contractor shall ensure all documentation and data is current and complete with a hard and soft copy in a format prescribed by the Contract Manager;
- d) The TO Contractor shall provide copies of current daily and weekly back-ups as of the final date of transition back to the State or State's Agent, but no later than the final date of the Contract.

2.13 WARRANTY PERIOD

The purpose of a Warranty Period is to meet the following objectives:

1. Post-acceptance verification of system applications and services.

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

The final acceptance will be made by the TO Manager.

2.13.1 Deliverables and Services Warranty Period

All products and services delivered by the TO Contractor are subject to a Warranty Period. The Warranty Period shall begin immediately following the latter of:

- DoIT accepts final deliverable products and services, including system changes; or
- All system and services are 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 are accessible to users with full processing functionality. *Effectiveness level* refers to the system and services meeting the objectives as defined in project management plans and/or WO specifications.

During the Warranty Period, 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 meet the specification at no additional cost to DoIT within two (2) weeks or as directed and approved by the DoIT TO Manager.**

Any WO may be subject to a work order Warranty Period, the duration of which is determined at the time of WO issuance. Baseline operations not covered by a WO shall be subject to a 45 day Warranty Period.

The schedule for making and applying changes under the scope of the TO Agreement, whether for baseline operations or for a WO, may not provide time for comprehensive testing by DoIT prior to release or completion. An accelerated delivery schedule or lack of comprehensive testing by DoIT does not remove the TO Contractor's responsibilities regarding performance and adherence to specifications.

2.14 SERVICE LEVEL AGREEMENT

The TO Contractor shall address system issues that relate to Web Services according to the following predefined service levels. The State retains the authority to establish and modify these priorities as necessary.

Level	Category	Description	Response Time	Resolution Time
Priority 1	Severe Problem	A service, access, and/or functionality is unavailable and no readily available alternative solution or	Notification to the TO Manager within 30 minutes.	Resolution within 30 minutes, 24 hours a day, 365 days per year.

Level	Category	Description	Response Time	Resolution Time
		workaround exists for established service levels.		
Priority 2	Critical Problem	A service, access, and/or functionality is unavailable but a readily available alternative solution or workaround does exist.	Notification to the TO Manager within one (1) hour.	Resolution within 1 hour, 24 hours a day, 365 days per year.
Priority 3	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 one (1) business day.	Work towards resolution Monday through Friday, excluding State of Maryland holidays.

The TO Contractor shall adhere to the service level agreement to achieve 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 TO Manager

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 after 9 p.m. EST. Maintenance outside of this schedule must have prior approval by the TO Manager.

The TO Contractor will coordinate with DoIT staff and contractors on system issues relating to software, hardware, network, IDS/IPS and backup services according to the following predefined service levels. The State has the authority to establish and modify all work priorities.

An emergency request for assistance by the TO Manager or designee as described in Section 2.11 shall be considered to be a Priority 1 Response Level.

2.15 HARDWARE AND SOFTWARE PURCHASES

Hardware and software shall be purchased according to the procedures outlined in Section 2.2.1 of the CATS+ RFP when the necessary hardware and software fall within the scope of the services of this TORFP. DoIT reserves the right to purchase hardware and software from other sources if in the best interest of the State. Any hardware or software purchased for the State can only be provided at cost without markup. The TO Contractor is responsible for acquiring any necessary hardware and software used by the TO contractor personnel working at the TO Contractor's location or onsite at DoIT.

2.16 DELIVERABLES

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 Word 2007, Microsoft Project 2003 and/or Visio 2003.

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:

1. Be presented in a format appropriate for the subject matter and depth of discussion.
2. Be organized in a manner that presents a logical flow of the deliverable's content.
3. Represent factual information reasonably expected to have been known at the time of submittal.
4. Present information that is relevant to the Section of the deliverable being discussed.
5. Represent a significant level of completeness towards the associated final written deliverable that supports a concise final deliverable acceptance process.

Upon completion of a deliverable, the TO Contractor shall document each deliverable in final form to the TO Manager for acceptance. The TO Contractor shall memorialize such delivery in an Agency Receipt of Deliverable Form (Attachment 8). The TO Manager shall countersign the Agency Receipt of Deliverable Form indicating receipt of the contents described therein.

Upon receipt of a final deliverable, the TO Manager shall commence a review of the deliverable as required to validate the completeness and quality in meeting requirements. Upon completion of validation, the TO Manager shall issue to the TO Contractor notice of acceptance or rejection of the deliverables in an Agency Acceptance of Deliverable Form (Attachment 9). In the event of rejection, the TO Contractor shall correct the identified deficiencies or non-conformities. At the TO Manager's discretion, subsequent project tasks may not continue until deficiencies with a deliverable are rectified and accepted by the TO Manager. 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 2.22 Invoicing).

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:

1. Be presented in a format appropriate for the subject matter and depth of discussion.
2. Be organized in a manner that presents a logical flow of the deliverable's content.
3. Represent factual information reasonably expected to have been known at the time of submittal.
4. 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 its 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 for the format of

the deliverables (See www.doit.maryland.gov, keyword SDLC). Any changes to the WBS shall be pre-approved by the DoIT Contract Manager.

2.16.1 Deliverable and Acceptance Table

Deliverable Number	Deliverable	Acceptance Criteria	Due Date / Frequency
2.16.1	Transition Plan	Final Transition plan must meet all requirements of section 2.9	Draft due at kickoff meeting Final due at NTP + 10 business days
2.16.2	Transition Status Meetings	TO Contractor must provide accurate status of transition progress as articulated in the Transition Plan as required by section 2.9.	Weekly beginning at NTP + 10 business days.
2.16.3	Final Transition Status Meeting	TO Contractor must be fully prepared to accept responsibility for providing maintenance and support for as required by section 2.9.	NTP + 30 business days.
2.16.4	Baseline Operations and Maintenance Includes: Monthly Status Reports Monthly Time Sheets Web Services Support	TO Contractor must provide services as stated in section 2.10 and as directed by the TO Manager	Begins upon completion of transition period. Ends at end of contract.
2.16.5	End of Contract Transition Includes: Transition Out Plan Handover of all system documentation Knowledge transfer Final invoice	TO Contractor must provide services as stated in section 2.12 and as directed by the TO Manager	Commences 30 days prior to end of TO and ends at the end of the TO.

2.17 PERFORMANCE ISSUE MITIGATION

At any time during the TO period of performance, should the performance of a TO Contractor resource be unsatisfactory, DoIT will pursue the following mitigation procedures prior to requesting a replacement employee:

- 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 remediation plan within three business days and implement the plan immediately upon written acceptance by the TO Manager.
- c) Should performance issues persist, the TO Manager may give written notice or request the immediate removal of person(s) whose performance is at issue, and determine whether a substitution is required.

2.18 SUBSTITUTION OF KEY PERSONNEL

There shall be no pre-award substitution of key personnel. Pre-award substitution of personnel shall result in the Offeror being deemed not susceptible to award. Post-award, the substitution of key personnel procedures is as follows:

- a) The TO Contractor may not substitute key personnel without the prior approval of the TO Manager.
- b) To replace key personnel, the TO Contractor shall submit resumes of the proposed personnel specifying their intended approved labor category. Any proposed substitute personnel shall have qualifications equal to or better than those of the replaced personnel.
- c) Proposed substitute key personnel shall be approved by the TO Manager. The TO Manager shall have the option to interview the proposed substitute personnel. After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the requested substitution.

2.19 MINIMUM QUALIFICATIONS

Only those Master Contractors that fully meet all minimum qualification criteria shall be eligible for TORFP proposal evaluation. The Master Contractor's proposal and references will be used to verify minimum qualifications. The Master Contractor's proposal shall have the following:

Offeror shall provide at least three examples of past engagements that demonstrate the following experience:

1. Web development and operational support on SharePoint and WordPress web environments with a total of at least 1 million unique visitors per month. Web environments must have been operational for at least three years and supported by the offeror for one continuous year within the last 5 years.
2. Two of the three examples provided above must be for a Federal, State or local government entity.

2.20 OFFEROR PERSONNEL QUALIFICATIONS

The following positions will be considered to be key personnel, and will be required to meet the qualifications stated in this section:

1. Project Manager
2. Analyst, Computer Systems Senior
3. Applications Developer, Advanced Technologies, Senior (2)

Above 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+ 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.

The proposed staff shall also meet the following qualification criteria for the Master Contractor to be eligible for consideration in the evaluation of this TORFP.

1. The Project Manager must:
 - a. Hold a current PMP certification from the Project Management Institute.
 - b. Have at least two years' experience leading a project involving web development and operational support in an enterprise level web environment supporting multiple web applications.
2. The Analyst, Computer Systems Senior must:
 - a. Have at least two years of experience within the last three years developing or supporting applications with all of the following technologies.
 - i. SharePoint
 - ii. Microsoft .NET web development environment
 - iii. SQL Server administration and development
 - iv. HTML
 - v. CSS
3. Applications Developer, Advanced Technologies, Senior must:
 - a. Have at least three years of experience within the last four years with developing or supporting applications with all of the following technologies.
 - i. SharePoint
 - ii. WordPress
 - iii. Microsoft .NET web development environment
 - iv. SQL Server administration and development
 - v. HTML
 - vi. CSS
 - vii. XML
 - viii. Windows Server Administration
 - ix. JavaScript
 - x. PhotoShop

Resumes shall clearly outline starting dates and ending dates for each applicable experience or skills.

2.21 RETAINAGE

2.21.1 Transition in Retainage

A retainage of 10% of the fixed price for the Transition in period will be held until the earlier of:

- 90 days after completion of the Transition In period if the TO Contractor has performed operations and maintenance without any deficiencies.
- 90 days after the successful correction of any deficiency with no additional operations and maintenance deficiencies occurring during that period.

A deficiency is defined as:

1. Any action on the part of the TO Contractor which violates standard operational procedures and results in a production system or application outage
2. Any action which violates security protocols or causes a security breach.
3. Documented failure to perform required operational procedures.

In the event of a deficiency, TO Contractor must immediately correct the problem and provide to the TO Manager within three business days a plan which describes how TO Contractor will prevent the deficiency from occurring again.

2.21.2 Work Order Retainage

DoIT may elect to establish Retainage on WOs issued under this TO. Retainage, if elected, will be no more than 10% of the overall cost of the WO. Retainage funds will be disbursed upon the later of:

1. successful completion of the WO and acceptance of the system, or
2. Successful completion of the Performance Testing/Warranty Period if one has been established for the WO.

2.22 INVOICING

Invoicing shall be submitted monthly in accordance with the following table:

#	Deliverable	Pricing	Billing Requirements
2.15.1	Transition Plan	FP	Not Separately Priced (NSP)
2.15.3	Final Transition Status Meeting	FP	Upon final Transition Status meeting and acceptance of all transition-in activities by the TO Manager as documented with a signed DPAF, TO contractor may bill for the Transition from Current Contractor services.
2.15.4	Baseline Operations and Maintenance	FP	TO Contractor shall bill for the monthly rate as provided on the Price Sheet after Final Transition Status Meeting.

#	Deliverable	Pricing	Billing Requirements
2.15.5q	End of Contract Transition Services	FP	TO Contractor shall bill for End of Contract Services on the final invoice for the TO.
	Fixed Price WOs	FP	TO Contractor shall invoice for all FP WOs that were completed in the prior month and accepted by the State as documented by a DPAF.
	Time and Materials WOs	T&M	TO Contractor shall invoice for all T&M hours performed in the month prior to the invoice date as documented in monthly timesheets.

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS+ Master Contract. Proper invoices for payment shall contain the TO Contractor's Federal Tax Identification Number, as well as the information described below, and shall be submitted via email to doitfiscal.invoiceservice@maryland.gov and to the TO Manager for payment approval.

2.22.1 T&M Timesheet Submission

Within three business days after the 15th and last day of the month, the TO Contractor shall submit a monthly timesheet for the preceding half month providing data for all resources provided under the task order for Work Orders issued on a T&M basis.

At a minimum, each semi-monthly timesheet shall show:

- a) Title: "Time Sheet for Statewide Web Services"
- b) Issuing company name, address, and telephone number
- c) For each T&M employee /resource:
 1. Employee / resource name
 2. For each week ending date, e.g., "Week Ending: mm/dd/yyyy" (weeks run Sunday through Saturday)
 - i. Tasks completed that week and the associated deliverable names and Work Order ID#s
 - ii. Number of hours worked each day for each Work Order.
 - iii. Total number of hours worked that week for each Work Order
 - iv. Weekly variance above or below 40 hours
 - v. Annual number of hours planned under the TO
 - vi. Annual number of hours worked to date
 - vii. Balance of hours remaining
 - viii. Annual variance to date (Sum of weekly variances)
- d) Signature and date lines for the TO Manager

Submission of time sheets shall be to the TO Manager for approval by signature. TO Manager acceptance of timesheets shall acknowledge the accuracy of the time reported.

TO Manager shall send approved timesheets to the TO Contractor Manager to include with T&M Invoices to demonstrate TO Manager approval for payment.

2.23 INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

- A) A proper invoice shall identify "DoIT" as the recipient and contain the following information: date of invoice, TO Agreement number, deliverable description, deliverable number (e.g., "2.7.4.1."), and period of performance covered by the invoice, a total invoice amount, and a TO Contractor point of contact with telephone number, a total invoice amount. Also include for each person covered by the invoice working on a T&M basis, the following, individually listed per person: name, hours worked, hourly labor rate, invoice amount. If one person has worked on more than one Work Order, separate out the hours and cost for each Work Order.
- B) The TO Contractor shall email the original of each invoice and signed DPAF (Attachment 9), for each deliverable being invoiced on a FP basis or approved timesheet for each person for T&M Work Orders doitfiscal.invoiceservice@maryland.gov with a copy to the TO Manager.
- C) Invoices for final payment shall be clearly marked as "FINAL" and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

The remainder of this page is intentionally left blank.

SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

Each Master Contractor receiving this CATS+ TORFP shall respond no later than the submission due date and time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one of two possible responses: 1) a proposal; or 2) a completed Master Contractor Feedback Form. The feedback form helps the State understand for future contract development why Master Contractors did not submit proposals. The form is accessible via the CATS+ Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu.

A TO Proposal shall conform to the requirements of this CATS+ TORFP.

3.2 SUBMISSION

The TO Proposal shall be submitted via two e-mails, each not to exceed 8 MB.

The TO Technical Proposal shall be contained in one email, with two attachments. This email shall include:

- Subject line “CATS+ TORFP # F50B4400054 Technical” plus the Master Contractor Name
- One attachment labeled “TORFP # F50B4400054 Technical - Attachments” containing all Technical Proposal Attachments (see Section 3.3 below), signed and in PDF format.
- One attachment labeled “TORFP # F50B4400054 Technical – Proposal” in MS Word (2007 or higher) format.

The TO Financial Proposal shall be contained in one email, with two attachment. This email shall include:

- Subject line “CATS+ TORFP # F50B4400054Financial” plus the Master Contractor Name
- One attachment labeled “TORFP # F50B4400054 Financial” containing the Financial Proposal contents, signed and in PDF format
- One attachment labeled “TORFP # F50B4400054 Financial” in MS Excel electronic format.

3.3 SUMMARY OF ATTACHMENTS

The following attachments shall be included with the TO Technical Proposal:

- Attachment 2 - MBE Forms D-1 and D-2 - Signed PDF
- Attachment 4 - Conflict Of Interest Affidavit And Disclosure - Signed PDF
- Attachment 5 - Labor Classification Personnel Resume Summary - Signed PDF
- Attachment 13 - Living Wage Affidavit Of Agreement - Signed PDF
- Attachment 14 - Mercury Affidavit Signed PDF
- Attachment 15 – Veteran-Owned Small Business Enterprise Utilization Affidavit – Signed PDF(Not applicable to this TORFP
- Attachment 16 - Certification Regarding Investments in Iran - Signed PDF

The following attachment shall be included with the TO Financial Proposal:

- Attachment 1 Price Proposal – Signed PDF and Excel file.

3.4 PROPOSAL FORMAT

A TO Proposal shall contain the following sections in order:

3.4.1 TO TECHNICAL PROPOSAL

A) Proposed Services

- 1) Executive Summary: A one-page summary describing the Master Contractor’s understanding of the TORFP scope of work (Section 2) and proposed solution.
- 2) Proposed Solution: A more detailed description of the Master Contractor understanding of the TORFP scope of work, proposed methodology and solution.
- 3) A Transition Plan which shall include the information required by Section 2.9.
- 4) Draft Work Schedule: A Gantt chart containing tasks and estimated time frames for completing the requirements and deliverables in Section 2 - Scope of Work. The final schedule is defined as a deliverable under the TO after the TO Contractor has started work. The Project or Work Schedule may include tasks to be performed by the State or third parties.
- 5) Draft 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. Assumptions: A description of any assumptions formed by the Master Contractor in developing the TO Technical Proposal. Master Contractors should avoid assumptions that counter or constitute exceptions to TORFP terms and conditions.
- 6) Staffing Management Plan that demonstrates how the Offeror will be capable of providing resources as requested by DoIT, and how the TO Contractor Personnel shall be managed.
- 7) Tools the TO Contractor owns and proposes for use to meet any requirements in Section 2.

B) Compliance with Offeror’s Company Minimum Qualifications

Offerors will complete the following table to demonstrate compliance with the Offeror’s Company Minimum Requirements in 2.19.

Reference	Offeror Company Minimum Requirement	Evidence of Compliance
2.19	Web development and operational support on SharePoint and WordPress web environments with a total of at least 1 million unique visitors per month. Web environments must have been operational for at least three years and supported by the offeror for one continuous year within the last 5 years.	For each example provide the following: <ol style="list-style-type: none"> 1. Name of the system or environment. 2. Name of customer contact with title, address, telephone number and email address. 3. Years that the system has been in operation. 4. Start and stop dates when the offeror

Reference	Offeror Company Minimum Requirement	Evidence of Compliance
		<p>provided support for the system.</p> <p>5. A description of the system that demonstrates the criteria provided above.</p>
2.19	Identify two of the above systems that supported government entities.	Provide the names of the systems or environments which comply with this requirement.

Insert the following statement below the table provided above:

“Offeror certifies that the qualifications submitted above meet the Company Minimum Requirements stated in Section 2.19 of the Web Services TORFP”

C) Compliance with Personnel Qualifications.

- 1) Complete and provide Attachment 5 Labor Classification Personnel Resume Summary for each proposed key resource stated in 2.20. The resume shall demonstrate compliance with the personnel qualifications described in Section 2.20 and should include a minimum of two references for each resume.
- 2) Provide evidence that the Project Manager possesses a PMP.
- 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.

D) MBE Participation and VSBE Participation

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

Submit completed VSBE documents Attachment 15 - (Not applicable to this TORFP)

E) Subcontractors

Identify all proposed subcontractors, including MBEs, and their roles in the performance of Section 2 - Scope of Work.

F) Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide up to three examples of engagements or contracts the Master Contractor and/or subcontractors have completed that were similar to Section 2 - Scope of Work. At least one example must be verifiable. Include contact information for each client organization complete with the following:
 - a) Name of organization.
 - b) System support was for a Federal or State entity? (Yes or No)
 - c) Point of contact name, title, email and telephone number (point of contact must be accessible and knowledgeable regarding experience)
 - d) Services provided as they relate to Section 2 - Scope of Work.
 - e) Start and end dates for each example engagement or contract.
 - f) Current Master Contractor team personnel who participated on the engagement.

- g) 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 the following (if not already provided in sub paragraph 1 above):

- a) Contract or task order name
- b) Name of organization.
- c) Point of contact name, title, email, and telephone number (point of contact must be accessible and knowledgeable regarding experience)
- d) Start and end dates for each engagement or contract. If the Master Contractor is no longer providing the services, explain why not.
- e) Dollar value of the contract.
- f) Indicate if the contract was terminated before the original expiration date.
- g) Indicate if any renewal options were not exercised.

Note - State of Maryland experience can be included as part of Section F2 above as engagement or contract experience. State of Maryland experience is neither required nor given more weight in proposal evaluations.

G) Proposed Facility

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

H) State Assistance

Provide an estimate of expectation concerning participation by State personnel.

I) 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.

3.4.2 TO FINANCIAL PROPOSAL

- A) A description of any assumptions on which the Master Contractor's TO Financial Proposal is based (Assumptions shall not constitute conditions, contingencies, or exceptions to the price proposal);
- B) Attachment s as required by Section 3.2.

- C) To be responsive to this TORFP, the Price Proposal (Attachment 1) shall provide labor rates for all labor categories. Proposed rates are not to exceed the rates defined in the Master Contract for the Master Contract year(s) in effect at the time of the TO Proposal due date.

The remainder of this page is intentionally left blank.

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+ 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 SELECTION CRITERIA

The following are technical criteria for evaluating a TO Proposal in descending order of importance. Failure to meet the minimum qualifications shall disqualify a proposal:

- A) The overall experience qualifications and capability based upon past performance references for the Master Contractor as described in the Master Contractor's technical response in Section F, (Master Contractor and Subcontractor Experience and Capabilities.). Level of Offeror's experience with Federal or State organizations.
- B) The Master Contractor's overall understanding of the TORFP Scope of Work – Section 2. Level of understanding will be determined by the quality and accuracy of the TO technical proposal in adherence to Section 3.4.
- C) Completeness and suitability of Offeror's Staffing Plan. The staffing plan shall demonstrate the ability for the Master Contractor to meet staffing expectations relative to supplying additional personnel for this TORFP meeting qualifications in Section 2.
- D) Completeness and suitability of Offeror's Transition Plan.
- E) The capability of the proposed key resources to perform the required tasks and produce the required deliverables in the TORFP Scope of Work – Section 2. Capability will be determined from each proposed individual's resume, reference checks, and oral presentation (See Section 1.5 Oral Presentations/Interviews).

4.3 SELECTION PROCEDURES

TO Proposals will be assessed throughout the evaluation process for compliance with the minimum qualifications in Section 2.19.

- A) TO Proposals will be assessed throughout the evaluation process for compliance with the minimum company qualifications in Section 2.19, personnel qualifications in Section 2.20, and quality of responses to Section 3.4.1 To Technical Proposal of the TORFP. For TO Proposals deemed technically qualified, the associated financial proposal will be opened. All others will be deemed not reasonably susceptible for award and will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.
- B) Qualified TO Financial Proposal responses will be reviewed and ranked from lowest to highest price proposed.
- C) The most advantageous TO Proposal considering both the technical and financial submissions shall be selected for TO award. In making this selection, technical merit has greater weight.
- D) All Master Contractors who proposed shall receive written notice from the TO Procurement Officer identifying the awardee.

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).

The remainder of this page is intentionally left blank.

LIST OF ATTACHMENTS

Attachment Label	Attachment Name	Submit with Proposal?*
		(Submit, Do Not Submit, Not Applicable to this TORFP)
Attachment 1	Price Proposal	Submit with TO Financial Proposal
Attachment 2	Minority Business Enterprise Participation (Attachments D-1 – D-7)	<i>Submit applicable portions with TO Technical Proposal</i>
Attachment 3	Task Order Agreement (TO Agreement)	Do Not Submit with Proposal
Attachment 4	Conflict of Interest Affidavit and Disclosure	Submit with TO Technical Proposal
Attachment 5	Labor Classification Personnel Resume Summary	Submit with TO Technical Proposal
Attachment 6	Pre-Proposal Conference Directions	Do Not Submit with Proposal
Attachment 7	Notice to Proceed (Sample)	Do Not Submit with Proposal
Attachment 8	Agency Receipt of Deliverable Form	Do Not Submit with Proposal
Attachment 9	Agency Acceptance of Deliverable Form (DPAF)	Do Not Submit with Proposal
Attachment 10	Non-Disclosure Agreement (Offeror)	Do Not Submit with Proposal
Attachment 11	Non-Disclosure Agreement (TO Contractor)	Do Not Submit with Proposal
Attachment 12	TO Contractor Self-Reporting Checklist	Do Not Submit with Proposal
Attachment 13	Living Wage Affidavit of Agreement	Submit with TO Technical Proposal
Attachment 14	Mercury Affidavit	Submit with TO Technical Proposal
Attachment 15	Veteran Owned Small Business Enterprise Utilization Affidavit	<i>Not Applicable to this TORFP</i>
Attachment 16	Certification Regarding Investments in Iran	Submit with TO Technical Proposal
Attachment 17	Sample WO	Do Not Submit with Proposal
Attachment 18	Performance Evaluation Form	Do Not Submit with Proposal

*any attachment submitted with response shall be in PDF format and signed

ATTACHMENT 1 PRICE PROPOSAL

PRICE PROPOSAL (TIME AND MATERIALS) FOR CATS+ TORFP # F50B4400054

The Price Proposal template is provided by separate Microsoft Excel file.

ATTACHMENT 2 MINORITY BUSINESS ENTERPRISE FORMS

TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING REQUIREMENTS

CATS+ TORFP # F50B4400054

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 D-1 MDOT CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT

This document **MUST BE** included with the bid or offer. If the Bidder or Offeror fails to complete and submit this form with the bid or offer as required, the procurement officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

In conjunction with the bid or offer submitted in response to Solicitation No. _____, I affirm the following:

1. I acknowledge and intend to meet the overall certified Minority Business Enterprise (MBE) participation goal of ____ percent and, if specified in the solicitation, the following sub goals (complete for only those sub goals that apply):

____ percent African American ____ percent Asian American
____ percent Hispanic American ____ percent Woman-Owned

Therefore, I will not be seeking a waiver pursuant to COMAR 21.11.03.11.

OR

- I conclude that I am unable to achieve the MBE participation goal and/or sub goals. I hereby request a waiver, in whole or in part, of the overall goal and/or sub goals. Within 10 business days of receiving notice that our firm is the apparent awardee, I will submit all required waiver documentation in accordance with COMAR 21.11.03.11.
2. I understand that if I am notified that I am the apparent awardee of a TORFP, I must submit the following additional documentation as directed in the TORFP.
- MBE Participation Schedule (D-2)
 - Outreach Efforts Compliance Statement (D-3)
 - Subcontractor Project Participation Certification (D-4)
 - Any other documentation, including D-7 waiver documentation, if applicable, required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal.

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

3. 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.
4. Set forth below are the (i) certified MBEs I intend to use and (ii) the percentage of the total contract amount allocated to each MBE for this project and the items of work each MBE will provide under the contract. I hereby affirm that the MBE firms are only providing those items of work for which they are MDOT certified.

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

Bidder/Offeror Name
(please print or type)

Signature of Affiant

Name: _____

Title: _____

Date: _____

SUBMIT WITH TO PROPOSAL AS INSTRUCTED IN TORFP SECTION 3.

ATTACHMENT 2 D-2 MBE PARTICIPATION SCHEDULE

Prime Contractor: (Firm Name, Address, Phone)	Project Description:
Project Number:	

List Information For Each Certified MBE Subcontractor On This Project

Minority Firm Name MBE Certification Number
FEIN
Identify the Applicable Certification Category (For Dually Certified Firms, Check Only One Category)
<input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Other
Percentage of Total Contract Value to be provided by this MBE _____%
Description of Work to Be Performed:
Minority Firm Name MBE Certification Number
FEIN
Identify the Applicable Certification Category (For Dually Certified Firms, Check Only One Category)
<input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Other
Percentage of Total Contract Value to be provided by this MBE _____%
Description of Work to Be Performed:
Minority Firm Name MBE Certification Number
FEIN
Identify the Applicable Certification Category (For Dually Certified Firms, Check Only One Category)
<input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Other
Percentage of Total Contract Value to be provided by this MBE _____%
Description of Work to Be Performed:

Minority Firm Name MBE Certification Number

FEIN

Identify the Applicable Certification Category (For Dually Certified Firms, Check Only One Category)

African American Asian American Hispanic American Woman-Owned Other

Percentage of Total Contract Value to be provided by this MBE _____%

Description of Work to Be Performed:

Continue on a separate page, if needed.

Summary

Total African-American MBE Participation: _____%

Total Asian American MBE Participation: _____%

Total Hispanic American MBE Participation: _____%

Total Woman-Owned MBE Participation: _____%

Total Other Participation: _____%

Total All MBE Participation: _____%

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

Bidder/Offeror Name
(please print or type)

Signature of Affiant

Name: _____

Title: _____

Date: _____

SUBMIT WITH TO PROPOSAL AS INSTRUCTED IN TORFP SECTION 3.

ATTACHMENT 2 D-3 MBE OUTREACH EFFORTS COMPLIANCE STATEMENT

Complete and submit this form within 10 working days of notification of apparent award or actual award, whichever is earlier.

In conjunction with the bid or offer submitted in response to Solicitation No. _____, Bidder/Offeror states the following:

1. Bidder/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 MDOT certified MBEs for these subcontract opportunities.
3. Bidder/Offeror made the following attempts to contact personally the solicited MDOT certified MBEs.
4. Select ONE of the following:
 This project does not involve bonding requirements.
OR
 Bidder/Offeror assisted MDOT certified MBEs to fulfill or seek waiver of bonding requirements (describe efforts).
5. Select ONE of the following:
 Bidder/Offeror did/did not attend the pre-bid/proposal conference.
OR
 No pre-bid/proposal conference was held.

_____ By: _____
Bidder/Offeror Printed Name Signature

Address: _____

SUBMIT AS INSTRUCTED IN TORFP.

ATTACHMENT 2 D-4 MBE SUBCONTRACTOR PROJECT PARTICIPATION CERTIFICATION

Please complete and submit one form for each MDOT certified MBE listed on Attachment D-1 within 10 working days of notification of apparent award.

_____ (prime contractor) has entered into a contract with
 _____ (subcontractor) to provide services in connection with the Solicitation described below.

Prime Contractor Address and Phone	Project Description
Project Number	Total Contract Amount \$
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Percentage of Total Contract	

The undersigned Prime Contractor and Subcontractor hereby certify and agree that they have fully complied with the State Minority Business Enterprise law, State Finance and Procurement Article §14-308(a)(2), Annotated Code of Maryland which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a bid or proposal and:

- (1) fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority business enterprise in its bid or proposal;
- (2) fail to notify the certified minority business enterprise before execution of the contract of its inclusion of the bid or proposal;
- (3) fail to use the certified minority business enterprise in the performance of the contract; or
- (4) pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

Prime Contractor Signature

Subcontractor Signature

By: _____

By: _____

Name, Title

Name, Title

Date

Date

SUBMIT AS INSTRUCTED IN TORFP.

This form is to be completed monthly by the prime contractor.

ATTACHMENT 2 D-5 MBE PRIME CONTRACTOR PAID/UNPAID MBE INVOICE REPORT

Maryland Department of Information Technology

Minority Business Enterprise Participation

Prime Contractor Paid/Unpaid MBE Invoice Report

Report #: _____ Reporting Period (Month/Year): _____ Report is due to the MBE Officer by the 10th of the month following the month the services were provided. Note: Please number reports in sequence	Contract #: _____ Contracting Unit: _____ Contract Amount: _____ MBE Subcontract Amt: _____ Project Begin Date: _____ Project End Date: _____ Services Provided: _____
---	--

Prime Contractor:		Contact Person:																																					
Address:																																							
City:		State:	ZIP:																																				
Phone:	FAX: Email:																																						
Subcontractor Name:		Contact Person:																																					
Phone:	FAX:																																						
Subcontractor Services Provided:																																							
List all payments made to MBE subcontractor named above during this reporting period: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 30%;">Invoice#</th> <th style="width: 60%;">Amount</th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> <tr> <td colspan="2">Total Dollars Paid: \$</td> <td>_____</td> </tr> </tbody> </table>			Invoice#	Amount	1.			2.			3.			4.			Total Dollars Paid: \$		_____	List dates and amounts of any outstanding invoices: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 30%;">Invoice #</th> <th style="width: 60%;">Amount</th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> <tr> <td colspan="2">Total Dollars Unpaid:</td> <td>\$ _____</td> </tr> </tbody> </table>			Invoice #	Amount	1.			2.			3.			4.			Total Dollars Unpaid:		\$ _____
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**If more than one MBE subcontractor is used for this contract, you must use separate D-5 forms. **Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred):																																							

(TO MANAGER OF APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)	(AGENCY MBE LIASION OR APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)
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SUBMIT AS INSTRUCTED IN TORFP.

This form must be completed by MBE subcontractor

ATTACHMENT 2 D-6 SUBCONTRACTOR PAID/UNPAID MBE INVOICE REPORT
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Minority Business Enterprise Participation

Report#: _____ Reporting Period (Month/Year): _____ Report is due by the 10th of the month following the month the services were performed.	Contract # _____ Contracting Unit: _____ MBE Subcontract Amount: _____ Project Begin Date: _____ Project End Date: _____ Services Provided: _____
--	--

MBE Subcontractor Name:		
MDOT Certification #:		
Contact Person:		Email:
Address:		
City:	State:	ZIP:
Phone:	FAX:	
Subcontractor Services Provided:		

List all payments received from Prime Contractor during reporting period indicated above. <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 40%;">Invoice Amount</th> <th style="width: 50%;">Date</th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> </tbody> </table> Total Dollars Paid: \$ _____		Invoice Amount	Date	1.			2.			3.			4.			List dates and amounts of any unpaid invoices over 30 days old. <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 40%;">Invoice Amount</th> <th style="width: 50%;">Date</th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> </tbody> </table> Total Dollars Unpaid: \$ _____		Invoice Amount	Date	1.			2.			3.			4.		
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3.																															
4.																															
	Invoice Amount	Date																													
1.																															
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3.																															
4.																															

Prime Contractor:	Contact Person:
-------------------	-----------------

****Return one copy of this form to the following address (electronic copy with signature & date is preferred):**

TO MANAGER OF APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)	(AGENCY MBE LIASION OR APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)
--	--

Signature: _____ Date: _____

(Required)

SUBMIT AS INSTRUCTED IN TORFP.

ATTACHMENT 2 CODE OF MARYLAND REGULATIONS (COMAR)

Title 21, State Procurement Regulations

(regarding a waiver to a Minority Business Enterprise subcontracting goal)

COMAR 21.11.03.11 - Waiver.

- A. If, for any reason, the apparent successful bidder or offeror is unable to achieve the contract goal for certified MBE participation, the bidder or offeror may request, in writing, a waiver to include the following:
- 1) A detailed statement of the efforts made to select portions of the work proposed to be performed by certified MBEs in order to increase the likelihood of achieving the stated goal;
 - 2) A detailed statement of the efforts made to contact and negotiate with certified MBEs including:
 - a) The names, addresses, dates, and telephone numbers of certified MBEs contacted, and
 - b) A description of the information provided to certified MBEs regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed;
 - 3) As to each certified MBE that placed a subcontract quotation or offer that the apparent successful bidder or offeror considers not to be acceptable, a detailed statement of the reasons for this conclusion;
 - 4) A list of minority subcontractors found to be unavailable. This list should be accompanied by an MBE unavailability certification (MBE Attachment D6) signed by the minority business enterprise, or a statement from the apparent successful bidder or offeror that the minority business refused to give the written certification: and
 - 5) The record of the apparent successful bidder or offeror's compliance with the outreach efforts required under Regulation .09B(2)(b).

A waiver may only be granted upon a reasonable demonstration by that MBE participation could not be obtained or could not be obtained at a reasonable price.

If the waiver request is determined not to meet this standard, the bidder or offeror will be found non-responsive (bid) or not reasonably susceptible for award (proposal) and removed from further consideration.

- B. A waiver of a certified MBE contract goal may be granted only upon reasonable demonstration by the bidder or offeror that certified MBE participation was unable to be obtained or was unable to be obtained at a reasonable price and if the agency head or designee determines that the public interest is served by a waiver. In making a determination under this section, the agency head or designee may consider engineering estimates, catalogue prices, general market availability, and availability of certified MBEs in the area in which the work is to be performed, other bids or offers and subcontract bids or offers substantiating significant variances between certified MBE and non-MBE cost of participation, and their impact on the overall cost of the contract to the State and any other relevant factor.
- C. An agency head may waive any of the provisions of Regulations .09-.10 for a sole source, expedited, or emergency procurement in which the public interest cannot reasonably accommodate use of those procedures.

- D. When a waiver is granted, except waivers under Section C, one copy of the waiver determination and the reasons for the determination shall be kept by the MBE Liaison Officer with another copy forwarded to the Office of Minority Affairs.

ATTACHMENT 2 MBE D-7 MINORITY CONTRACTOR UNAVAILABILITY CERTIFICATE

Section I (to be completed by PRIME CONTRACTOR)

I hereby certify that the firm of _____

(Name of Prime Contractor)

located at _____

(Number) (Street) (City) (State) (Zip)

on _____ contacted certified minority business enterprise, _____

(Date) (Name of Minority Business) ,

located at _____ ,

(Number) (Street) (City) (State) (Zip)

seeking to obtain a bid for work/service for project number _____ , project name _____.

List below the type of work/ service requested:

Indicate the type of bid sought, _____. The minority business enterprise identified above is either unavailable for the work /service in relation to project number _____, or is unable to prepare a bid for the following reasons(s):

The statements contained above are, to the best of my knowledge and belief, true and accurate.

(Name) (Title)

(Number) (Street) (City) (State) (Zip)

(Signature) (Date)

Note: Certified minority business enterprise must complete Section II

Section II (to be completed by CERTIFIED MINORITY BUSINESS ENTERPRISE)

I hereby certify that the firm of _____ MBE Cert #

(Name of MBE Firm)

located at _____

(Number)

(Street)

(City)

(State) (Zip)

was offered the opportunity to bid on project number _____ , ON _____ .

(Date)

by: _____

(Prime Contractor's Name)

(Prime Contractor's Official's Name)

(Title)

The statements contained in Section I and Section II of this document, to the best of my knowledge and belief, true and accurate.

(Name)

(Title)

(Phone)

(Signature)

(Fax Number)

SUBMIT AS INSTRUCTED IN TORFP.

ATTACHMENT 3 TASK ORDER AGREEMENT

CATS+ TORFP# F50B4400054 OF MASTER CONTRACT #060B2490023

This Task Order Agreement (“TO Agreement”) is made this day of Month, 2014 by and between _____ (TO Contractor) and the STATE OF MARYLAND, DoIT.

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
 - a) “Agency” means the TO Requesting Agency, as identified in the CATS+ TORFP # F50B4400054.
 - b) “CATS+ TORFP” means the Task Order Request for Proposals # F50B4400054, 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 TO Procurement Officer. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
 - e) “TO Agreement” means this signed TO Agreement between TO Requesting Agency and TO Contractor.
 - f) “TO Contractor” means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is _____.
 - g) “TO Manager” means TO Manager of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
 - h) “TO Technical Proposal” means the TO Contractor’s technical response to the CATS+ TORFP dated date of TO Technical Proposal.
 - i) “TO Financial Proposal” means the TO Contractor’s financial response to the CATS+ TORFP dated date of TO Financial Proposal.
 - j) “TO Proposal” collectively refers to the TO Technical Proposal and TO Financial Proposal.
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 super-cede 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 Technical Proposal

d) Exhibit C – TO Financial Proposal

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+ TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of three (3) years, commencing on the date of Notice to Proceed and terminating on **Month Day, Year** with an additional two (2) option years.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 \$_____. 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 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.

5.

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, DoIT

By: Gayle Mealy, 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 sub-consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.
- C) The bidder or offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.
- D) The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):
- E) The bidder or offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

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

Date: _____ By: _____

(Authorized Representative and Affiant)

SUBMIT AS INSTRUCTED IN TORFP.

ATTACHMENT 5 LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY

INSTRUCTIONS:

1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 060B2490023.
2. Only labor categories proposed in the Master Contractors Financial Proposal may be proposed under the CATS+ 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 5 LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY (CONTINUED)

CATS+ TORFP # F50B4400054

Instructions: Enter resume information in the fields below; do not submit other resume formats. Submit one resume for each proposed resource

Candidate Name:
Master Contractor:

A. Education / Training

Institution Name / City / State	Degree / Certification	Year Completed	Field Of Study
<add lines as needed>			

B. Relevant Work Experience

Describe work experience relevant to the Duties / Responsibilities and Minimum Qualifications described in Section 2 of the TORFP. Starts with the most recent experience first; do not include non-relevant experience.

[Organization]	Description of Work...
[Title / Role]	
[Period of Employment / Work]	
[Location]	
[Contact Person (Optional if	
[Organization]	Description of Work...
[Title / Role]	
[Period of Employment / Work]	
[Location]	
<add lines as needed>	

C. Employment History

List employment history, starting with the most recent employment first

Start and End Dates	Job Title or Position	Organization Name	Reason for Leaving

<add lines as needed>			
-----------------------	--	--	--

ATTACHMENT 5 PERSONNEL RESUME SUMMARY (CONTINUED)

*“Candidate Relevant Experience” section must be filled out. Do not enter “see resume” as a response.

D. References

List persons the State may contact as employment references

Reference Name	Job Title or Position	Organization Name	Telephone / Email
<add lines as needed>			
<add lines as needed>			

Proposed Individual’s Name/Company Name:	How does the proposed individual meet each requirement?
LABOR CATEGORY TITLE:	[Enter the CATS+ Labor Category Name]
Requirement (See Section 2.5.4)	Candidate Relevant Experience *
Education: [Insert the education description from the CATS+ RFP from Section 2.10 for the applicable labor category and from Offeror Personnel Qualifications of this TORFP.]	Education:
Experience: [Insert the experience description from the CATS+ RFP from Section 2.10 for the applicable labor category and from Section 2.20 Offeror Personnel Qualifications]	Experience:

ATTACHMENT 6 PRE-PROPOSAL CONFERENCE DIRECTIONS

Provide good directions to the pre-proposal conference, including parking information.

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 shall 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+ TO Project Number (TORFP #): F50B4400054

Dear TO Contractor Contact:

This letter is your official Notice to Proceed as of Month Day, Year, for the above-referenced Task Order Agreement. Ms. Teri Greene of DoIT will serve as the TO Manager and your contact person on this Task Order. She can be reached at telephone 410-260-7919.

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

Sincerely,

Gayle Mealy

Task Order Procurement Officer

Enclosures (2)

cc: Teri Greene

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 Shared Services

TO Project Number (TORFP #): F50B4400054

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

ATTACHMENT 9 AGENCY ACCEPTANCE OF DELIVERABLE FORM

Agency Name: Department of Information Technology

TORFP Title: DoIT Web Shared Services

TO Manager: Teri Greene Office 410-260-7919

To:

The following deliverable, as required by TO Project Number (TORFP #): #F50B4400054 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

ATTACHMENT 10 NON-DISCLOSURE AGREEMENT (OFFEROR)

This Non-Disclosure Agreement (the "Agreement") is made this ___ day of _____ 20___, 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+ TORFP # F50B4400054 for Doit Web Shared Services . In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to _____. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described above, the OFFEROR agrees as follows:

1. OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received, 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 Gayle Mealy, DoIT 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 WITH TO PROPOSAL AS INSTRUCTED IN TORFP SECTION 3.

ATTACHMENT 11 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 DoIT (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 Shared Services TORFP No. F50B4400054 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 _____ (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:

This Agreement shall be governed by the laws of the State of Maryland;

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;

The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;

Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and

The Recitals are not merely prefatory but are an integral part hereof.

TO Contractor/TO Contractor's Personnel:

TO Requesting Agency:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SUBMIT AS INSTRUCTED IN TORFP.

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

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

ATTACHMENT 12 TO CONTRACTOR SELF-REPORTING CHECKLIST

The purpose of this checklist is for CATS+ Master Contractors to self-report on adherence to procedures for task orders (TO) awarded under the CATS+ Master Contract. Requirements for TO management can be found in the CATS+ 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@maryland.gov 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	
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.)	
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)	
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)	
Section 2 – Task Orders with Invoices Linked to Time, Labor Rates and Materials	
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)	
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)	
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)	
Section 3 – Substitution of Personnel	

<p>A) Has there been any substitution of personnel? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, skip to Section 4.)</p>
<p>B) Did the Master Contractor request each personnel substitution in writing? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)</p>
<p>C) Does each accepted substitution possess equivalent or better education, experience and qualifications than incumbent personnel? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)</p>
<p>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% ($3,000 \div 10,000 = 0.30$))</p>
<p>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>Has the Master Contractor expressed difficulty with meeting the MBE goal? Yes <input type="checkbox"/> No <input type="checkbox"/> (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? Yes <input type="checkbox"/> No <input type="checkbox"/> Sections for change description, justification, and sign-off 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) 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>

C) Have any change orders been executed?

Yes No

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

D) Is the change management procedure being followed?

Yes No (If no, explain why)

SUBMIT AS INSTRUCTED IN TORFP.

ATTACHMENT 13 LIVING WAGE AFFADAVIT OF AGREEMENT

Contract No. _____

Name of Contractor _____

Address _____

City _____ State _____ Zip Code _____

If the Contract is Exempt from the Living Wage Law

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

Bidder/Offeror is a nonprofit organization

Bidder/Offeror is a public service company

Bidder/Offeror employs 10 or fewer employees and the proposed contract value is less than \$500,000

Bidder/Offeror employs more than 10 employees and the proposed contract value is less than \$100,000

If the Contract is a Living Wage Contract

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

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

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

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

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

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

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____ Title: _____

Witness Name (Typed or Printed): _____

Witness Signature & Date: _____

ATTACHMENT 14 MERCURY AFFADAVIT

AUTHORIZED REPRESENTATIVE THEREBY AFFIRM THAT:

I am the _____ (Title) and the duly authorized representative of _____ (Business). I possess the legal authority to make this affidavit on behalf of myself and the business for which I am acting.

MERCURY CONTENT INFORMATION:

The product(s) offered do not contain mercury.

OR

The product(s) offered do contain mercury.

(1) Describe the product or product component that contains mercury.

(2) Provide the amount of mercury that is contained in the product or product component. Indicate the unit of measure being used.

I ACKNOWLEDGE THAT this affidavit is to be furnished to the procurement officer and may be distributed to units of (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland;

(3) other states; and

(4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify, or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this affidavit, (2) the contract, and (3) other affidavits comprising part of the contract.

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.

_____ By: _____

Date

Signature

Print Name: _____

Authorized Representative and Affiant

ATTACHMENT 15 VETERAN-OWNED SMALL BUSINESS ENTERPRISE UTILIZATION AFFIDAVIT

THIS ATTACHMENT IS NOT APPLICABLE TO THIS TORFP

ATTACHMENT 16 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:

- Providing goods or services of at least \$20 million in the energy sector of Iran; or
- 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 Authorized Representative: _____

Signature of Authorized Representative:

Date: _____ Title: _____

Witness Name (Typed or Printed): _____

Witness Signature and Date: _____

ATTACHMENT 17 SAMPLE WO

WORK ORDER	Work Order #	Contract #		
This Work Order is issued under the provisions of a XXX contract. The services authorized are within the scope of services set forth in the <i>Purpose</i> of the work order.				
Purpose				
Statement of Work				
<u>Requirements:</u>				
<u>Deliverable(s), Acceptance Criteria and Due Date(s):</u>				
Deliverables are subject to review and approval by AGENCY prior to payment. <i>(Attach additional sheets if necessary)</i>				
Start Date		End Date		
Cost				
Description for Task / Deliverables	Quantity (if applicable)	Labor Hours (Hrs.)	Labor Rate	Estimate Total
1.			\$	\$
2.			\$	\$
*Include WBS, schedule and response to requirements.		AGENCY shall pay an amount not to exceed		\$

Contractor		AGENCY Approval	
(Signature) Contractor Authorized Representative (Date)		(Signature) AGENCY TO Manager (Date)	
POC	(Print Name)	TO Manager	(Print Name)
Telephone No.		Telephone No.	
Email:		Email:	