



Consulting and Technical Services+ (CATS+)

Task Order Request for Proposals (TORFP)

TEMPO Application Maintenance and Support Services

CATS+ TORFP # U00B4400006

MARYLAND DEPARTMENT OF THE ENVIRONMENT (MDE)
OFFICE OF INFORMATION MANAGEMENT AND TECHNOLOGY

ISSUE DATE: 10/29/2013

MBE Participation is Encouraged

TABLE OF CONTENTS

SECTION 1 - ADMINISTRATIVE INFORMATION	5
1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT	5
1.2 TO AGREEMENT	5
1.3 TO PROPOSAL SUBMISSIONS	5
1.4 ORAL PRESENTATIONS/INTERVIEWS	5
1.5 MINORITY BUSINESS ENTERPRISE (MBE)	5
1.6 NON-DISCLOSURE AGREEMENT	5
1.7 LIMITATION OF LIABILITY CEILING	6
1.8 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES	6
1.9 IRANIAN NON-INVESTMENT	6
1.10 QUESTIONS	6
1.11 TO PRE-PROPOSAL CONFERENCE	6
1.12 LIVING WAGE	6
1.13 CHANGE ORDERS	7
1.14 TRAVEL REIMBURSEMENT	7
1.15 ACRONYMS	7
SECTION 2 - SCOPE OF WORK	9
2.1 PURPOSE	9
2.2 REQUESTING AGENCY BACKGROUND	9
2.3 ROLES AND RESPONSIBILITIES	10
2.4 CURRENT ENVIRONMENT	10
2.5 TECHNICAL AND FUNCTIONAL REQUIREMENTS	11
2.6 SERVICE LEVEL AGREEMENT	15
2.7 DELIVERABLES / ACCEPTANCE CRITERIA	16
2.8 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES	17
2.9 MINIMUM QUALIFICATIONS	18
2.10 PERFORMANCE EVALUATION	18
2.11 INVOICING	19
2.12 MBE PARTICIPATION REPORTS	20
SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS.....	21
3.1 REQUIRED RESPONSE.....	21
3.2 SUBMISSION	21
3.3 SUMMARY OF ATTACHMENTS	21
3.4 PROPOSAL FORMAT	21
SECTION 4 – TASK ORDER AWARD PROCESS	25
4.1 OVERVIEW	25
4.2 TECHNICAL PROPOSAL EVALUATION CRITERIA	25
4.3 SELECTION PROCEDURES	25
4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT	25
ATTACHMENT 1-A SUMMARY PRICE PROPOSAL FOR CATS+ TORFP.....	26
ATTACHMENT 1B PRICE PROPOSAL (TIME AND MATERIALS) FOR CATS+ TORFP	27
ATTACHMENT 1C PRICE PROPOSAL (TIME AND MATERIALS) FOR CATS+ TORFP	29
ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS.....	30

ATTACHMENT 3 – TASK ORDER AGREEMENT..... 31

ATTACHMENT 4 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE..... 34

ATTACHMENT 5 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY..... 35

ATTACHMENT 6 – DIRECTIONS..... 38

ATTACHMENT 7 – NOTICE TO PROCEED (SAMPLE)..... 39

ATTACHMENT 8 – AGENCY RECEIPT OF DELIVERABLE FORM 40

ATTACHMENT 9 – DELIVERABLE PRODUCT ACCEPTANCE FORM..... 41

ATTACHMENT 10 – NON-DISCLOSURE AGREEMENT (OFFEROR)..... 42

ATTACHMENT 11 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)..... 43

ATTACHMENT 12 – TO CONTRACTOR SELF-REPORTING CHECKLIST 46

ATTACHMENT 13 – LIVING WAGE AFFIDAVIT OF AGREEMENT 48

ATTACHMENT 14 – SAMPLE WORK ORDER 49

ATTACHMENT 15 - CERTIFICATION REGARDING INVESTMENTS IN IRAN..... 50

ATTACHMENT 16 – PERFORMANCE EVALUATION FORM..... 51

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 are invited to submit a Task Order (TO) Proposal to this TORFP. Master Contractors choosing not to submit a proposal shall submit a Master Contractor Feedback form. The form is accessible via, your CATS+ Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu. In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS+ RFP issued by the Maryland Department of Information Technology (DoIT) and subsequent Master Contract Project Number 060B2490023, including any amendments.

TORFP Title:	TEMPO Application Maintenance and Support Services
Functional Area:	Functional Area 2 – Web and Internet Systems
TORFP Issue Date:	10/29/2013
Question Due Date and Time	11/22/2013 at 2:00PM Local Time
Closing Date and Time:	12/2/2013 at 2:00PM Local Time
TORFP Issuing Agency:	Maryland Department of the Environment Office of Information Management and Technology (OIMT)
Send Questions and Proposals to:	Dinesh Gandhi – Procurement Associate dinesh.gandhi@maryland.gov
TO Procurement Officer:	William Kamberger – Chief, Procurement Office Phone Number: 410-537-3081 Office Fax Number: 410-537-4443
TO Manager:	Wayne Petrush - Director, Project Management Office Phone Number: 410-537-3099 Office Fax Number: 410-537-3093
TO Project Number:	BPO # U00B4400006
TO Type:	Fixed Price and Time and Materials
Period of Performance:	One (1) year, plus two (1) one year renewal options, at sole discretion of MDE
MBE Goal:	0%
Small Business Reserve (SBR):	No
Primary Place of Performance:	Maryland Department of the Environment 1800 Washington Blvd. Baltimore, MD 21230
TO Pre-proposal Conference:	11/7/2013, 2-4 PM Local Time Terra Conference Room Maryland Department of the Environment 1800 Washington Blvd. Baltimore, MD 21230 See Attachment 6 for directions.

SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

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

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

1.2 TO AGREEMENT

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

1.3 TO PROPOSAL SUBMISSIONS

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

1.4 ORAL PRESENTATIONS/INTERVIEWS

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

1.5 MINORITY BUSINESS ENTERPRISE (MBE)

MBE goal is zero (0) for this TOFP hence this section does not apply.

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 a Conflict of Interest Affidavit in the form included as Attachment 4 this TORFP with its TO Proposal. If the TO Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the TO Procurement Officer may reject a Master Contractor's TO Proposal under COMAR 21.06.02.03B.

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

1.6 NON-DISCLOSURE AGREEMENT

Certain system documentation may be available for potential Offerors to review at a reading room at MDE Headquarters located at 1800 Washington Blvd., Baltimore, MD. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of Attachment 10. Please contact the TO Procurement Officer of this TORFP to schedule an appointment.

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

1.7 LIMITATION OF LIABILITY CEILING

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

1.8 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 CATS+ task orders (TO). This process shall typically apply to active TOs for operations and maintenance services valued at \$1 million or greater, but all CATS+ 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.

1.9 IRANIAN NON-INVESTMENT

A proposal submitted by an Offeror shall be accompanied by a completed Investment Activities in Iran Affidavit. A copy of this Affidavit is included as Attachment 15 of this TORFP.

1.10 QUESTIONS

All questions shall be submitted via email to the 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.

1.11 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 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 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 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.

1.12 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. See Attachment 13 for a copy of the Living Wage Affidavit of Agreement.

1.13 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 will be initiated. The TO Contractor and TO Manager shall negotiate a mutually acceptable price modification based on the TO Contractor's proposed rates in the Master Contract and scope of the work change. No scope of work changes shall be performed until a change order is approved by DoIT and executed by the TO Procurement Officer.

1.14 TRAVEL REIMBURSEMENT

No expenses for travel performed in completing tasks for this TORFP shall be reimbursed.

1.15 ACRONYMS

For purposes of this TORFP, the following acronyms or terms have the meanings indicated below:

ASP.NET	Web Application Framework
ASP	Active Server Pages
CATS+	Consulting and Technical Services+
CMS	Content Management System
COMAR	Code of Maryland Regulations
COTS	Commercial Off The Shelf
CR	Change Request
CSS	Cascading Style Sheet
DoIT	Department of Information Technology
ESRI	Environmental Systems Research Institute
HP	Hewlett Packard
HTML	Hypertext Markup Language
MBE	Minority Business Enterprise
MDE	Maryland Department of the Environment
MS	Microsoft
.NET	Microsoft Software Framework
NTP	Notice To Proceed
OIMT	Office of Information Management & Technology
OOTB	Out of the Box
PDF	Portable Document Format
PMBOK	Project Management Body of Knowledge
PMI	Project Management Institute
RSS	Really Simple Syndication
SAN	Storage Area Network
SDLC	Systems Development Life Cycle
SLA	Service Level Agreement
SQL	Structured Query Language
TEMPO	Tools for Environmental Protection Organizations

TO	Task Order
TORFP	Task Order Request for Proposals
WBS	Work Breakdown Structure
XML	Extensible Markup Language

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SECTION 2 - SCOPE OF WORK

2.1 PURPOSE

This CATS+ TORFP has been issued to acquire TO Contractor maintenance and support services for MDE's Tools for Environmental Protection Organizations (TEMPO) permit tracking application. This system is located at the MDE Headquarters at 1800 Washington Blvd., Baltimore, Maryland 21230.

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

- Provide a transition-in period
- Provide Baseline Operations and Maintenance Requirements
- Provide TEMPO application maintenance and support
- Provide end-of-contract transition

2.2 REQUESTING AGENCY BACKGROUND

TEMPO is a Department-wide comprehensive system that takes a unified approach to data collection and reporting. It is designed to give the MDE a consistent and standardized view of its complex business environment and facilitate decision making through a centrally accessible data repository. The benefits of TEMPO are envisioned to improve operational efficiencies and customer service in support of the Agency's core mission and vision through standardization and consolidation of the data collection and management processes.

The TEMPO project began with the implementation of the basic Commercial-Off-The Shelf (COTS) software product. The COTS product was then deployed to 12 of MDE permitting programs through a phased approach. Within each implementation phases a business requirements revalidation of the scope was conducted for each program to verify and confirm the currency of the scope. The backend database is Oracle 10G with a PowerBuilder 10.5.1 developed user interface (UI). TEMPO is the primary method used to collect, integrate, and standardize data collection. The Department incorporated Information Builder's WebFOCUS, version 7.7.02 which is a fully integrated, enterprise business intelligence and reporting platform.

The TEMPO UI was developed using PowerBuilder 10.5.1. The program code will be made available to the contract awardee as part of the transition period to support and provide changes and enhancements to the TEMPO application on an "as needed" basis. The objective of this TORFP is solely for maintenance and support services on an as needed basis for continuity of business operations for those business programs that use TEMPO for their daily activities. TEMPO for the past few years has been very stable. MDE has had only a few occurrences where the Department has had to reach out to the current support contractor to troubleshoot and fix an issue that impacted the continuity of operations of the application. However, due to the criticality of the TEMPO application, MDE needs to retain contractor support services should there be an issue where day to day operations are impacted due to issues with the TEMPO application. At this juncture MDE will not be seeking to enhance the current version of TEMPO, but has included this service should the need arise to correct a reported issue.

The following database statistics detail the various record types and counts currently stored in TEMPO:

- 1) Agency Interests (Active) – Holds Facility Information: 136,454
- 2) Permit Records: 101,092
- 3) Inspection Records: 215,599
 - a. Inspection Header Records: 89,718
 - b. Inspection Detail Records: 1,033,167
- 4) Enforcement Records: 3,926
- 5) Work Activity Records: 1,053,324
- 6) Violation Records: 37,568
- 7) Corrective Orders: 230
- 8) Database Size: 110 GB
- 9) Database Export Size: 70GB

- 10) Database Growth: Example- approx. 9% Quarterly
- 11) Number of Users: 417

2.3 ROLES AND RESPONSIBILITIES

- 2.3.1 TO Procurement Officer** - The TO Procurement Officer has the primary responsibility to manage the TORFP process, resolve TO Agreement scope issues, and to authorize any changes to the TO Agreement.
- 2.3.2 TO Manager** - The TO Manager has the primary responsibility to manage the work performed under the TO Agreement; manage administration functions, to include the issue of written directions; ensure compliance with the terms and conditions of the CATS+ Master Contract; and, in conjunction with the selected Master Contractor, achieve on budget/on time/on target (e.g., within scope) completion of the Scope of Work.
- 2.3.3 TO Contractor** – The CATS+ Master Contractor awarded the TO Agreement. The TO Contractor shall provide human resources necessary to perform the services described in this TORFP Scope of Work.
- 2.3.4 TO Contract Manager** - The TO Contractor shall have a single point of contact to act as the TO Contract Manager whose responsibilities include, but are not limited to the following: 1) liaise between the TO Contractor and the State; 2) oversee daily operations and maintenance; 3) receive Work Orders and NTPs from the State; 4) authorize to commit additional work of TO Contractor's staff; 5) receive evaluation forms; and 6) address any necessary remediation plans.
- 2.3.5 TO Contractor Staff** - The TO Contractor shall have staff to support the managed services components of the Contract to include, but not be limited to, development, maintenance, and support for TEMPO .

2.4 CURRENT ENVIRONMENT

- 2.4.1** The current environment includes the following hardware and software components to provide a highly secure, available, reliable and scalable infrastructure to support the 24x7x365 operations of the TEMPO application.
 - Microsoft Windows Server Enterprise 2008
 - Microsoft Active Directory Enterprise 2003
 - Sophos Anti-Virus Version 9.5
 - Syncsort Backup Express Version 3.2
 - Dell/EMC SAN
 - HP Servers
 - Oracle 10/11G
 - PowerBuilder 10.5.1
 - Information Builder's WebFOCUS, version 7.7.02
- 2.4.2** The development, test and production environments of the TEMPO application are hosted at the MDE Headquarters Data Center.
- 2.4.3** Redundant connectivity to the Internet is provided at a constant 100Mbps through networkMaryland, which is the State of Maryland's high-speed network for public sector use.
- 2.4.4** A schema, an inventory of all hardware and network equipment, and TEMPO application documentation is available in a reading room at MDE Headquarters, 1800 Washington Blvd., Baltimore, Maryland 21230. See Section 1.6 for NDA requirements to view documentation in the reading room prior to award.

2.5 TECHNICAL AND FUNCTIONAL REQUIREMENTS

At a minimum, the work to be accomplished by the TO Contractor personnel under this TORFP shall consist of the following:

2.5.1 Transition Period (Fixed Price Delivery)

2.5.1.1 The Fixed Price transition period shall begin with the kickoff meeting which will be held within five (5) days of NTP. TO Contractor shall provide a draft Transition Plan at the Kickoff Meeting for review.

2.5.1.2 Assigned TO Contractor Staff shall work closely with both State employees and incumbent Contractor staff during the transition period.

2.5.1.3 The State has planned for a 30 business-day transition period for the TO Contractor to complete a transition plan for preparation and readiness to provide maintenance and support services. The TO Contractor shall meet the schedule for the transition period as follows:

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: Final Transition Plan Following Status Meeting: status of completion of Transition Plan activities	NTP + 10 business days and once per week until Transition Period is completed.
4. Final Transition Status Meeting	All transition plan activities completed to Agency satisfaction. TO Contractor ready to assume responsibility for Operations and Maintenance.	NTP + 30 business days

2.5.1.4 The Final Transition Status Meeting represents the end of the Transition Period. TO Contractor shall assume responsibility for TEMPO system support (see Sections 2.5.2 and 2.5.3) upon completion of the Final Transition Status Meeting.

2.5.1.5 The TO Contractor shall integrate the incumbent Contractor's Transition Plan into its Transition Plan as necessary to ensure smooth performance of the transition period.

2.5.1.6 The TO Contractor's Transition Plan shall include the following:

a. Staffing

- Describe steps to provide staff for the support of the TEMPO application, Oracle 10/11G database environment, PowerBuilder 10.5.1 application development software and IBI WebFOCUS version 7.7.02 reporting tool expertise.

b. Executing

- Describe the communication process between the TO Contractor, MDE, the incumbent Contractor and other State Contractors.
- Describe steps necessary to establish security access and system connectivity to the TEMPO system.
- Describe hardware, software, and office administrative needs.
- Describe requirements for training and orientation of the TO Contractor's staff on the TEMPO application.
- Describe steps needed to obtain a working knowledge of TEMPO standard operating procedures (SOPs) as provided by MDE and the State's general business practices.
- Describe steps needed to obtain a working knowledge of all technical and functional matters associated with the network and security architecture and the TEMPO application.
- Describe steps needed to obtain a working knowledge of various utilities and software products used to support the TEMPO application.
- Describe the timing of transition; status reporting and meetings between MDE and various parties.

- c. Describe criteria for demonstrating the team's operational readiness to provide maintenance and support for TEMPO.

2.5.2 Baseline Operations and Maintenance Requirements (Time and Materials)

- 2.5.2.1 The TO Contractor shall provide personnel for MDE TEMPO application issue resolution, troubleshooting and maintenance and support.
- 2.5.2.2 The TO Contractor personnel shall perform on or off site application troubleshooting, maintenance, content management, development, and network administration as approved by the TO Manager.
- 2.5.2.3 The TO Contractor personnel shall provide services may that involve some evening and/or weekend hours to perform planned system upgrades in addition to core business day hours. System upgrade hours shall be billed on actual time worked at the rates proposed. Core work hours are Monday through Friday from 9:00 AM to 5:00 PM excluding State holidays and State service reduction days.
- 2.5.2.4 The TO Contractor shall provide technical staff with qualified software experience, systems applications programming in PowerBuilder version 10.5.1, and technical skills to troubleshoot and support the operations, maintenance and support of MDE's TEMPO application, Oracle 10G/11G database environment and Information Builders WebFOCUS version 7.7.02 reporting tool. Support includes the MDE TEMPO application that resides on MDE's Production and Development/Testing environments.
- 2.5.2.5 The TO Contractor shall provide and maintain a system, for the duration of the contract, to record and monitor all system incident requests (SIRs) and change requests (CRs) made to MDE's web system. This system shall contain all data elements necessary to identify and track all SIRs and CRs related to the systems being supported.
- 2.5.2.6 The TO Contractor shall provide a single point of contact for administration of the project and configuration control of the systems. This person shall produce monthly project status reports that track SIRs and CRs in accordance with pre-defined service levels and show solutions and projected resolution dates. The Status Report shall contain the following sections:
 - 2.5.2.6.1 SIRs and CRs in progress and completed in the last month.
 - 2.5.2.6.2 SIRs and CRs scheduled for completion in the last month that have been delayed.
 - 2.5.2.6.3 SIRs and CRs scheduled for completion in the next month.
 - 2.5.2.6.4 Activities on Hold.
 - 2.5.2.6.5 Current Issues and Risks.
- 2.5.2.7 The TO Contractor shall provide a monthly time sheet showing all personnel time on T&M tasks executed under the TO.
 - 2.5.2.7.1 For each person who has logged time on the TO; Name, Labor Category, hours expended per week, activity summary for the week, total hours for the week and total hours for the month.
 - 2.5.2.7.2 A total of all hours for the month for all personnel.
- 2.5.2.8 The TO Contractor shall maintain and keep all documentation up-to-date.

2.5.3 TEMPO Application Maintenance and Support (Time and Materials)

The work that the TO Contractor personnel will accomplish under this section of the TORFP shall include, but is not limited to, the following support call services:

- 2.5.3.1 TEMPO Application Support
 - a. Troubleshoot, maintain, and support MDE's TEMPO application.
 - b. Analyze reported issue and provide resolution based on the Service Level Agreement (SLA) requirements outlined in Section 2.6.
 - c. Provide detailed documentation of the reported issue and solution.

- d. Update TEMPO documentation to reflect any changes to Program code, Oracle 10G/11G database environment or the configuration of the TEMPO application environment. To include:
 - Relevant agency interest (i.e., agency interest ID);
 - Relevant action, activity number, document, and subject item;
 - Detailed description of the 'event' being executed;
 - Data/values entered;
 - Actual behavior of the system;
 - Expected behavior of the system;
 - Software version number;
 - Database instance; and
 - Tester's name and the date.

2.5.3.2 IBI WebFOCUS Reporting Tool Maintenance and Support

- a. Troubleshoot, maintain, and support the reporting environment.
- b. Analyze reported issue and provide resolution based on the Service Level Agreement (SLA) requirements outlined in Section 2.6.
- c. Provide detailed documentation of the reported issue and solution.
- d. Update TEMPO documentation to reflect any changes to the WebFOCUS reporting environment. To include:
 - Relevant agency interest (i.e., agency interest ID);
 - Relevant action, activity number, document, and subject item;
 - Detailed description of the 'event' being executed;
 - Data/values entered;
 - Actual behavior of the system;
 - Expected behavior of the system;
 - Software version number;
 - Database instance; and
 - Tester's name and the date.

2.5.3.3 Oracle 10G/11G Administration

- a. Install, configure, and upgrade Oracle 10G to Oracle 11G.
- b. Install Oracle 10G/11G Service Packs.
- c. Conduct general configuration activities to the TEMPO Application Environment.
- d. Provide resolutions to support the TEMPO Application Environment for configurations, settings, and customizations that impact availability, performance, and manageability,
- e. Configure memory settings.
- f. Provide user data and log file management.
- g. Maintain Database Configuration Settings.
- h. Configure Database Jobs.
- i. Fix unexpected errors in Oracle 10G/11G.
- j. Analyze Oracle 10G/11G indexes for performance tuning.
- k. Monitor Database Space Utilization.
- l. Provide and Maintain Documentation of Changes.

2.5.4 End-of-Contract Transition (Fixed Price Delivery)

- 2.5.4.1 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 Contractors. Examples of these activities include a final project debrief meeting, organization and hand-off of project materials, documentation, electronic media, any final reports, updated work plans, and final invoices.
- 2.5.4.2 The TO Contractor shall ensure that all necessary knowledge and materials for the tasks completed is transferred to the custody of State personnel.

The TO Contractor shall also:

- 2.5.4.3 Complete tasks and any unfinished work plan items.
- 2.5.4.4 Document any risk factors and suggested solutions.
- 2.5.4.5 Ensure that all documentation and data is current and complete with a hard and soft copy in a format prescribed by the TO Manager.
- 2.5.4.6 Provide copies of any current daily and weekly backups as of the final date of the Contract.

2.5.5 Optional Tasks/Assignments – Work Order Based (Time and Materials)

As required by MDE, the TO Contractor may be tasked additional assignments beyond the requirements of Sections 2.5.2 and 2.5.3 that may require additional resources. This could include, but is not limited to, additions or enhancements to TEMPO and configurations and support for implementation of legislative or department mandates. When this need occurs, MDE will issue a Work Order (WO) for the individual project assignment that outlines the details of the assignment as known at that time.

The TO Contractor shall review and estimate labor categories, costs, and estimated time to complete the assignment. When the initial TO Contractor estimates are approved by the TO Manager, the TO Contractor shall attend a minimum of one (1) review session to clarify and refine the pertinent requirements associated with the assignment and provide an updated work order estimate if required. The TO Contractor shall be responsible for clarification of the requirements definition that result from the review session(s) as a vehicle to verify, document, maintain, and provide feedback on the results of each session. The requirements of a WO are complete when approved in writing by the TO Manager.

As deliverables for these optional assignments, the TO Contractor, at a minimum, shall be responsible for the following:

The TO Contractor shall develop an implementation plan according to the MDE approved direction that result from these review sessions, and complete the assignment and review and test the completed assignment with the customer prior to promotion to the production environment. Once the assignment is finished, the TO Contractor shall finalize any code documentation and submit the following to the TO Manager:

- a. Requirements Definition Document
- b. Implementation Plan
- c. Milestone Schedule
- d. Testing Procedures
- e. Documented Code

2.5.5.1 WORK ORDER PROCESS

The TO Manager will determine on an as needed basis which TO Contractor assignments will require an approved WO (Attachment 14). The WO process is only applicable on tasks as designated by the TO Manager.

The process for a WO request is as follows:

- 1) The TO Manager shall e-mail a WO request to the TO Contract Manager, 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. Desired schedule for executing the Work Order and providing deliverables;
 - d. Due date and time for submitting a response to the request;
 - e. Required place(s) where the work must be performed;
 - f. Performance testing period; and
 - g. Other specific information as requested from the TO Contractor.
- 2) The TO Contract Manager shall review and estimate labor categories, costs, and estimated time to complete the assignment. The TO Contract Manager 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 requirement/work.
 - b. A price to complete the WO request using the format provided in Attachment 14.
 - c. A description of the proposed work plan in narrative format including time schedules, and if required a 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.

- d. 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.
 - e. The personnel resources, including those of MDE and subcontractors, and estimated hours to complete the task, with the CAT+ labor categories listed in accordance with Attachment 1A.
- 3) The TO Manager will review the response, confirm the proposed labor rates are consistent with this TORFP, either approve the work or contact the TO Contract Manager to obtain additional information, clarification or revision to the work and provide the WO to the TO Procurement Officer for approval. The TO Procurement Officer must approve the WO in order for work to proceed.
 - 4) Proposed personnel shall be approved by the TO Manager. The TO Contractor shall furnish resumes of proposed personnel specifying their intended labor category from the CATS+ Labor Categories proposed in the TO Proposal. 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 personnel.
 - 5) After the WO is approved, the TO Manager will then email the approved WO request to the TO Contract Manager for the notice to proceed.
 - 6) When the initial TO Contractor estimates are approved by the TO Manager, the TO Contract Manager and TO Contractor staff shall attend a minimum of one (1) or more review session(s) to collect the pertinent requirements associated with the assignment and provide an updated Work Order estimate if required. The TO Contractor shall be responsible for the update of the requirements that result from the review session(s) as a vehicle to verify, document, provide feedback, and clarify the requirements as a result of each session before beginning work.
 - 7) Once work begins, the TO Contractor shall develop an implementation plan according to the MDE approved direction that result from these review session(s), and complete the assignment and review and test the completed assignment with the MDE prior to promotion to the Production environment. Once the assignment is finished, the TO Contractor shall finalize any code documentation and submit to the MDE TO Manager.

2.6 SERVICE LEVEL AGREEMENT

The TO Contractor shall address system issues that relate to TEMPO 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 workaround exists for established service levels.	Notification to the TO Manager within one (1) hour.	Resolution within four (4) hours during normal business hours (Monday through Friday from 8:00 am to 5:00pm, excluding State of Maryland holidays and Service Reduction Days).
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 one (1) business day (Monday through Friday from 8:00 am to 5:00pm, excluding State of Maryland holidays and Service Reduction Days).
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.	Resolution within five (5) business days. (Monday through Friday from 8:00 am to 5:00pm, excluding State of Maryland holidays and Service Reduction Days).

2.7 DELIVERABLES / ACCEPTANCE CRITERIA

2.7.1 Deliverables Submission

For every deliverable, the TO Contractor shall request that the TO Manager confirm receipt of that deliverable by sending an Agency Receipt of Deliverable form (Attachment 8) with the deliverable. The TO Manager will acknowledge receipt of the deliverable via email using the provided form.

For every deliverable, the TO Contractor shall submit by email an Agency Deliverable Product Acceptance Form (DPAF), provided as Attachment 9, to the TO Manager in MS Word (2007 or greater).

A standard deliverable review cycle will be elaborated and agreed-upon between the State and the TO Contractor. This review process is entered into when the TO Contractor completes a deliverable.

For each written deliverable, draft, and final, to comply with the minimum deliverable quality criteria listed in Section 2.7.2, the TO Contractor shall submit to the TO Manager one (1) hard copy and one (1) electronic copy compatible with Microsoft Office 2007, Microsoft Project, and/or Visio.

Drafts of all final deliverables are required no later than two (2) weeks in advance of when all final deliverables are due. Written deliverables defined as draft documents shall demonstrate due diligence to meet the scope and requirements of the associated final written deliverable.

2.7.2 Minimum Deliverable Quality

The TO Contractor shall subject each deliverable to its internal quality-control process prior to submitting the deliverable to the State.

A draft written deliverable may contain limited structural errors such as poor grammar, misspellings, or incorrect punctuation, but shall:

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

2.7.3 Deliverable Acceptance

A final deliverable shall satisfy the scope and requirements of this TORFP for that deliverable, including the quality and acceptance criteria for a final deliverable as defined in Section 2.7.4 Deliverable Descriptions/Acceptance Criteria.

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 Attachment 8 – Agency Receipt of Deliverable Form unless otherwise specified in this TORFP. The TO Manager shall countersign the Agency Receipt of Deliverable Form to indicate 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 of requirements met. Upon completion of validation, the TO Manager shall issue to the TO Contractor notice of acceptance or rejection of the deliverables in Attachment 9 – Deliverable Product Acceptance Form unless otherwise specified in this TORFP. In the event of rejection, the TO Contractor shall correct the identified deficiencies or non-conformities and resubmit the deliverable(s) within five (5) business days, or request in writing to the TO Project Manager a justification for any time required beyond five (5) business days. If a deliverable is not accepted by the TO Project Manager, the TO Contractor shall notify the TO Project Manager in writing of any risks associated with schedule delays. Subsequent project tasks may not continue until deficiencies with a deliverable are rectified and accepted by the TO Manager or the TO Manager has specifically issued, in writing, a waiver for conditional continuance of project tasks. Once the State's issues have been addressed and resolutions are accepted by the TO Manager, the TO Contractor shall 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 Section 2.11 Invoicing).

2.7.4 Deliverables Descriptions / Acceptance Criteria

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.

Deliverable Number	Deliverable/Milestone	Acceptance Criteria	Due Date / Frequency
2.7.4.1	Transition Plan	Final Transition plan shall meet all requirements of section 2.5.1	Draft due at kickoff meeting Final due at NTP + 10 business days
2.7.4.2	Transition Status Meetings	TO Contractor shall provide accurate status of transition progress as articulated in the Transition Plan as required by section 2.5.1.	Weekly beginning at NTP + 10 business days.
2.7.4.3	Final Transition Status Meeting	TO Contractor shall be fully prepared to accept responsibility for providing maintenance and support for TEMPO as required by section 2.5.1.	NTP + 30 business days.
2.7.4.4	Baseline Operations and Maintenance Includes <ul style="list-style-type: none">Monthly Status ReportsMonthly Time Sheets	TO Contractor shall provide services as stated in section 2.5.2 and as directed by the TO Manager	Begins upon completion of transition period and ends at end of contract.
2.7.4.5	TEMPO Application Maintenance and Support	TO Contractor shall provide services as stated in section 2.5.3 and as directed by the TO Manager	Begins upon completion of transition period and ends at end of task order.
2.7.4.6	End of Contract Transition Includes <ul style="list-style-type: none">Handover of all system documentationKnowledge transferBackupsFinal invoice	TO Contractor shall provide services as stated in section 2.5.4 and as directed by the TO Manager	Commences 30 days prior to end of task order and ends at the end of the task order.

2.8 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES

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

- The State of Maryland System Development Life Cycle (SDLC) Methodology
- The State of Maryland Non-Visual Accessibility Policy
- The State of Maryland Information Technology Security Policy and Standards
- The State of Maryland Information Technology Project Oversight Policies
- The State of Maryland Enterprise Architecture

The TO Contractor shall follow the project management methodologies that are consistent with the Project Management Institute's (PMI) Project Management Body of Knowledge Guide (PMBOK). The TO Contractor's staff and subcontractors shall follow a consistent methodology for all TO activities.

2.9 MINIMUM QUALIFICATIONS

2.9.1 TO CONTRACTOR COMPANY MINIMUM QUALIFICATIONS

The TO Contractor shall be able to furnish all services required to successfully complete all tasks and work requirements; and be able to produce high-quality deliverables described herein, to the satisfaction of the TO Manager. The TO Contractor shall demonstrate, in its proposal, that it possesses such expertise in-house or has fostered strategic alliances with other firms to provide such services.

The Master Contractor shall demonstrate proven expertise, with a minimum of five (5) years of experience in each of the following by providing specific examples in its Past Performance in:

- Microsoft Windows Server Enterprise 2008
- Microsoft Active Directory
- PowerBuilder
- Oracle 10/11 G
- InfoBuilders WebFOCUS

TO Contractor shall propose a team of resources that collectively possess at least three (3) years of experience with the following applications:

- PowerBuilder
- Oracle Database
- InfoBuilders WebFOCUS

Team size shall be at least two persons.

2.9.2 TO CONTRACTOR PERSONNEL MINIMUM QUALIFICATIONS

All TO Contractor personnel shall have at least one (1) year of application development experience.

Resumes and past performance shall indicate specific projects where required collective experience has been accomplished and clearly outline starting dates and ending dates for each applicable experience or skills.

2.10 PERFORMANCE EVALUATION

The TO Manager shall evaluate TO Contractor personnel for assignments performed. If the TO Manager has determined there are issues with the performance of the TO Contractor personnel, the TO Manager will notify both the TO Contractor and the TO Contractor personnel by email, identify the issues, and the expected action(s) to correct the issue. The established performance evaluation is included as Attachment 16.

2.10.1 NON PERFORMANCE OF PERSONNEL

In the event that MDE is dissatisfied with TO Contractor personnel that do not complete their job duties in a satisfactory manner, the TO Contractor personnel may be removed at the TO Manager's discretion. Replacement personnel shall have qualifications equal to or greater than the person initially proposed, evaluated, and accepted in the TO Agreement.

2.10.2 MITIGATION PROCEDURES FOR POOR OR NON PERFORMANCE

At any time during the TO period of performance, should the quality of deliverables detailed in Section 2.7 be rated "unacceptable" or "partially unacceptable" due to poor or non-performance as determined by the TO Manager, MDE shall pursue the following mitigation procedures prior to requesting a replacement employee:

- The TO Manager shall document performance issues and give written notice to the TO Contractor, clearly describing problems and delineating remediation requirement(s).
- The TO Contractor shall respond with a written remediation plan within three (3) business days and implement the plan immediately upon written acceptance by the TO Manager.
- Should performance issues persist, the TO Manager may give written notice or request the immediate removal of person(s) whose performance is at issue, and determine whether a substitution is required.
- The TO Contractor shall have five (5) business days to provide suitable replacement personnel by submitting to the TO Manager the resume of the suggested replacement personnel.
- The TO Manager shall have five (5) business days to approve or disapprove the suggested replacement personnel.

2.10.3 SUBSTITUTION OF PERSONNEL

The TO Contractor may not substitute personnel, including MBE personnel, without the prior approval of MDE. To replace any personnel, the TO Contractor shall submit resumes of the proposed personnel and specify their intended approved labor category. All proposed substitute personnel shall have qualifications equal to or better than those of the replaced personnel and must be approved by the TO Manager. The TO Manager shall have the option to interview the proposed substitute personnel. After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the requested substitution. The TO Contractor shall ensure that all MBE commitments remain in effect with any substitution of personnel.

2.11 INVOICING

Payment will only be made upon completion and acceptance of the deliverables/milestones as defined in Section 2.7 or subsequent Work Order. Baseline operations and maintenance, and TEMPO Maintenance and Support shall be billed on a monthly basis.

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

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

2.11.1 INVOICE SUBMISSION PROCEDURE

The invoice submission procedure consists of the following requirements and steps. The invoice shall identify MDE, include a deliverable description, associated TO Agreement number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number.

- a) The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees and any subcontractor and signed Attachment 9 – Deliverable Product Acceptance Form, for each deliverable being invoiced) submitted for payment to DoIT at the following address:

Wayne Petrush, Director of Project Management
Office of Information Management and Technology
Maryland Department of the Environment
Montgomery Park Business Center
1800 Washington Blvd.
Baltimore, MD 21230

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

2.12 MBE PARTICIPATION REPORTS

This section does not apply to this TORFP.

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SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

Each Master Contractor receiving this CATS+ TORFP shall respond within the submission time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one of two possible responses: 1) a proposal; or 2) a completed Master Contractor Feedback Form. The feedback form helps the State understand for future contract development why Master Contractors did not submit proposals. The form is accessible via the CATS+ Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu.

3.2 SUBMISSION

The TO Proposal is to be submitted via two e-mails, not to exceed 10 MB.

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

- Subject line “CATS+ TORFP # U00B4400006 Technical” plus the Master Contractor Name
- One attachment labeled “TORFP U00B4400006 Technical - Attachments” containing all Technical Proposal Attachments (see Section 3.3 below), signed and in PDF format.
- One attachment labeled “TORFP U00B4400006 Technical – Proposal”

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

- Subject line “CATS+ TORFP # U00B4400006 Financial” plus the Master Contractor Name
- One attachment labeled “TORFP U00B4400006 Financial” containing the Financial Proposal contents, signed and in PDF format.

3.3 SUMMARY OF ATTACHMENTS

No attachment forms shall be altered. Signatures shall be clearly visible.

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

- Attachment 4 - Conflict of Interest and Disclosure Affidavit – Signed PDF
- Attachment 5 – Labor Classification Personnel Resume Summary – Signed PDF
- Attachment 13 – Living Wage Affidavit of Agreement – Signed PDF
- Attachment 15 – Certification Regarding Investments in Iran – Signed PDF

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

- Attachment 1, 1A – Price Proposal – Signed PDF

3.4 PROPOSAL FORMAT

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

3.4.1 TO TECHNICAL PROPOSAL

A. Proposed Services – Work Plan

1. *Understanding of Requirements:* Provide a detailed discussion of the Master Contractor’s understanding of the work outlined in Section 2 and all associated Attachments. All sections must be addressed in order with TORFP requirements clearly identified.
2. *Assumptions:* Include any assumptions formed by the Master Contractor in the development of the TO Technical Proposal.

3. *Risk Assessment:* Identify any risks inherent in the work requirements and proposed actions to mitigate these risks.
4. *Proposed Solution:* Provide a description of the Master Contractor's proposed solution to accomplish the Scope of Work detailed in Section 2. Address all requirements in order and provide a cross reference to requirement numbers.
5. *Proposed Tools:* Include a description of all vendor-supplied proposed tools that will be used to facilitate the work requirements of this TORFP.
6. *Acceptance Criteria:* Include a statement that acknowledges the Master Contractor's understanding of the acceptance criteria described in Section 2.7.4, Deliverable Acceptance Criteria.

B. Transition Plan

1. The Offeror shall provide a Transition Plan describing its proposed transition to accomplish the requirements described in Section 2.5.1.

C. Staffing Plan

1. The Offeror shall provide a Staffing Plan, identifying its proposed TO Contract Manager and describing how the Offeror intends to staff this TO Agreement to meet the State's needs. As part of the Staffing Plan, the Offeror shall identify any key proposed staff to complete the work required by the TO Agreement. This will include the Master Contractor's strategy for using in-house resources or subcontractors, or both. The resumes and Staffing Plan should highlight any staff personnel's work on projects submitted as references by the Contractor. Include any resumes in the format shown in Attachment 5 Labor Classification Personnel Summary.
2. Provide for each proposed personnel a completed Attachment 5 – Labor Classification Personnel Resume Summary. 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.
3. The Master Contractor shall provide the resumes of all project participants being proposed to staff the project with an overview of each person's qualifications. Resumes shall reflect qualifications and recent experience relevant to the scope of work and areas of expertise required for this specific project. Provide evidence proposed personnel possess the required Minimum Qualifications in accordance with Section 2.9.2. The TO Manager reserves the right to interview all of the Master Contractor's proposed key project participants and either confirm the recommendations or request alternates.

D. TO Contractor Company Minimum Qualifications

Offeror will provide and fill out the table below which provides evidence of meeting minimum company and personnel qualifications.

Section	Minimum Qualification	Evidence of Meeting Minimum Qualifications
2.9.1	Proposed personnel collectively have three (3) years of experience with: PowerBuilder, Oracle or WebFOCUS	Offeror shall provide evidence of compliance or reference the location of evidence of compliance for all proposed personnel.
2.9.1	<p>The Master Contractor shall demonstrate proven expertise, with a minimum of five (5) years of experience in each of the following by providing specific examples in its Past Performance in:</p> <ul style="list-style-type: none"> • Microsoft Windows Server Enterprise 2008 • Microsoft Active Directory • PowerBuilder 	Offeror shall provide evidence of compliance with this minimum requirement. Past performance required by section G of the proposal may be used to satisfy this requirement. Briefly summarize the experience in this block providing client name, project name duration and a reference contact who can verify this information.

	<ul style="list-style-type: none"> • Oracle 10/11 G • InfoBuilders WebFOCUS 	
2.9.1	<p>Team of resources that collectively possess at least three (3) years of experience with the following applications:</p> <ul style="list-style-type: none"> • PowerBuilder • Oracle Database • InfoBuilders WebFOCUS 	Provide evidence proposed team of personnel possess the required Minimum Qualifications in 2.9.1. All dates of experience shall be listed in MM/YYYY format.
2.9.1	Technical Team size shall be at least two (2) persons.	List all members of the Technical Team.

E. Subcontractors

Identify all proposed subcontractors, to include MBEs, and their role(s) for the Scope of Work of this TORFP.

F. Master Contractor and Subcontractor Experience and Capabilities

1. *Experience of the TO Contractor:* Identify three (3) examples of completed projects that were similar in scope to the one defined in the Scope of Work of this TORFP. Include the following information about each example:
 - a. Name of organization.
 - b. Point of contact name, title, email and telephone number (point of contact shall be accessible and knowledgeable regarding experience).
 - c. Services provided as they relate to Section 2 - Scope of Work.
 - d. Start and end dates for each example project or contract. If the Master Contractor is no longer providing the services, explain.
 - e. Current Master Contractor team personnel who participated on the project.
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 (5) years with any government entity of the State of Maryland. For each identified contract, the Master Contractor shall provide:
 - a. Name of organization.
 - b. Point of contact name, title, email and telephone number (point of contact shall be accessible and knowledgeable regarding experience)
 - c. Services provided as they relate to Section 2 - Scope of Work.
 - d. Start and end dates for each example project or contract. If the Master Contractor is no longer providing the services, explain why not.
 - e. Dollar value of the contract.
 - f. Whether the contract was terminated before the original expiration date.
 - g. Whether any renewal options were not exercised.

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

G. Proposed Facility

Identify the location of the Master Contractor's facilities, to include the street address from which any work shall be performed.

H. State Assistance

Describe the Master Contractor's expectations regarding participation by State personnel.

I. Confidentiality

A Master Contractor shall 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 1A – Completed TO Financial Proposal:

For Attachment 1A, all Task and Deliverable identifying information are in bold and placed in a frame. The prices offered for items 2.7.4.1- 2.7.4.6 are fixed price and are entered directly on this sheet and are fixed prices for the entire term of the Contract. Fixed-price dollar figures will be rounded to the nearest whole dollar. Prices for items 2.7.4.4 and 2.7.4.5 are T&M prices copied from Attachment 1A. The total evaluated price is the sum of the prices provided on this sheet.

C. Attachment 1B – Time and Materials for items 2.7.4.4 and 2.7.4.5.

For Attachment 1B, the Master Contractor shall indicate the appropriate Labor Category being proposed, and the Fixed Hourly Labor Category Rate. Proposed rates are not to exceed the rates defined in the CATS+ Master Contract.

- 1) The Offeror's proposed price shall be fully loaded and expressly include overhead expenses (e.g., fringe benefits, administrative costs, profits.), and all related and incidental expenses (e.g., travel, legal services) associated with providing all goods and services and equipment required by this TORFP. No other amounts or costs will be paid to the TO Contractor. Specifically, no taxes or assessments or license fees or permits of any type will be paid in addition to the price(s) proposed on the Price Proposal.
- 2) The Offeror's "Total Evaluated Cost" for T&M services specified on the Price Proposal- Attachment 1B is based on an estimated quantity for the number of hours to be utilized for each task and will be used solely for price evaluation, comparison and selection for recommendation for award. If less or more than three Labor Categories are provided, the hours shall be evenly divided among the Labor Categories. The quantity indicated is not a guarantee of any minimum or maximum amount and may change at any time during the term of the TO Agreement.
- 3) For each task, the total hours for all labor categories must equal the number of hours entered on the shaded total row. Multiply the labor rate times the hour allocation for each labor category to provide a price for each labor category. Next, add the total price for each labor category to arrive at an evaluated cost for each task. Finally, copy the total price to Attachment 1A and sum all four tasks to provide a total price.

D. Attachment 1C – Time and Materials Labor Category rates for work orders. Provide Labor Categories and fully loaded prices for all resources that will be used to support Work Orders issued in accordance with Section 2.5.5. Prices must not exceed prices provided on the original CATS PLUS contract.

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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 EVALUATION CRITERIA

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

- a) Overall understanding of the work required, quality of the approach, and proposed solution.
- b) Completeness and suitability of Offeror's Staffing Plan.
- c) Completeness and suitability of Offeror's Transition Plan.
- d) Past performance on similar projects as provided in the Technical Proposal.
- e) Technical experience of proposed personnel with PowerBuilder, Oracle 10/11 and WebFOCUS.

4.3 SELECTION PROCEDURES

- A) TO Proposals shall be assessed throughout the evaluation process for compliance with the required minimum qualifications in Section 2.9.1 and 2.9.2 and quality of responses to Section 3.4.1 of the TORFP, Technical Proposal. Master Contractor proposed resources that fail to meet the required minimum qualifications will be deemed not reasonably selectable for award, i.e., disqualified from further consideration.
- B) The State will conduct oral presentations for all TO Contractors that meet required minimum qualifications.
- C) TO Proposals deemed technically qualified will have their TO financial proposals considered. All others will receive an email notice from the TO Procurement Officer of not being selected to perform the work.
- D) Qualified TO Financial Proposals will then be reviewed and ranked from lowest to highest price proposed.
- E) The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, technical merit is more important than price.

4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

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

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ATTACHMENT 1-A
SUMMARY PRICE PROPOSAL FOR CATS+ TORFP
B. P.O. # U00B4400006

Deliverable Number	Deliverable/Milestone	Line Item Cost
2.7.4.1 2.7.4.2 2.7.4.3	Transition Period – Fixed Price (Enter Fixed Price on this worksheet)	
2.7.4.4	Baseline Operations and Maintenance (Total Baseline Operations and Maintenance price from Attachment 1A)	
2.7.4.5	TEMPO Systems Applications Maintenance and Support (Total TEMPO Systems Application Maintenance and Support price from Attachment 1A)	
2.7.4.6	End of Contract Transition Period (Enter Fixed Price on this worksheet)	
	TOTAL EVALUATED PRICE (sum of prices listed above):	

Authorized Individual Name

Company Name

Title

Company Tax ID #

The Hourly Labor Rate is the actual rate the State will pay for services and shall be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate, but may be lower.

SUBMIT AS A .PDF FILE WITH THE TO FINANCIAL PROPOSAL

ATTACHMENT 1B

PRICE PROPOSAL (TIME AND MATERIALS) FOR CATS+ TORFP

B. P.O. # U00B4400006

The total hours listed below are for estimating purposes only and are not to be construed as guaranteed billable hours. Actual compensation will be based on the total hours performed.

CATS+ Labor Categories	A	B	C
	Hourly Labor Rate	Total Estimated Hours	Evaluated Task Cost (Hourly Labor Rate X Total Estimated Hours)
(Master Contractor to insert proposed CATS+ Labor Categories as per Section 2.5 TORFP)			
2.7.4.4 Baseline Operations and Maintenance Support			
<i>Insert Proposed CATS+ Labor Category #1</i>	\$	33	\$
<i>Insert Proposed CATS+ Labor Category #2</i>	\$	33	\$
<i>Insert Proposed CATS+ Labor Category #3</i>	\$	34	\$
Total for Section 2.7.4.4: Base Year If less or more than three Labor Categories are used, the total estimated hours must equal the number found in column B of this row and the hours must be equally divided among the Labor Categories.		100	\$ (Offeror shall insert Total Base Year Evaluated Cost here)
<i>Insert Proposed CATS+ Labor Category #1</i>	\$	33	\$
<i>Insert Proposed CATS+ Labor Category #2</i>	\$	33	\$
<i>Insert Proposed CATS+ Labor Category #3</i>	\$	34	\$
Total for Section 2.7.4.4: Option Year 1 If less or more than three Labor Categories are used, the total estimated hours must equal the number found in column B of this row and the hours must be equally divided among the Labor Categories.		100	\$ (Offeror shall insert Total Option Year 1 Evaluated Cost here)
<i>Insert Proposed CATS+ Labor Category #1</i>	\$	33	\$
<i>Insert Proposed CATS+ Labor Category #2</i>	\$	33	\$
<i>Insert Proposed CATS+ Labor Category #3</i>	\$	34	\$
Total for Section 2.7.4.4: Option Year 2 If less or than three Labor Categories are used, the total estimated hours must equal the number found in column B of this row and the hours must be equally divided among the Labor Categories.		100	\$ (Offeror shall insert Total Option Year 2 Evaluated Cost here)
			\$ (Offeror shall enter total cost for Section 2.7.2.5 here and on Attachment 1)
Total Price for Section 2.7.4.4			
2.7.4.5 TEMPO Application Maintenance and Support			
<i>Insert Proposed CATS+ Labor Category #1</i>	\$	233	\$

<i>Insert Proposed CATS+ Labor Category #2</i>	\$	233	\$
<i>Insert Proposed CATS+ Labor Category #3</i>	\$	234	\$
Total for Section 2.7.4.5: Base Year If less than three Labor Categories are used, the total estimated hours must equal the number found in column B of this row and the hours must be equally divided among the Labor Categories.		700	\$ (Offeror shall insert Total Base Year Evaluated Cost here)
<i>Insert Proposed CATS+ Labor Category #1</i>	\$	233	\$
<i>Insert Proposed CATS+ Labor Category #2</i>	\$	233	\$
<i>Insert Proposed CATS+ Labor Category #3</i>	\$	234	\$
Total for Section 2.7.4.5: Option Year 1 If less than three Labor Categories are used, the total estimated hours must equal the number found in column B of this row and the hours must be equally divided among the Labor Categories.		700	\$ (Offeror shall insert Total Option Year 1 Evaluated Cost here)
<i>Insert Proposed CATS+ Labor Category #1</i>	\$	233	\$
<i>Insert Proposed CATS+ Labor Category #2</i>	\$	233	\$
<i>Insert Proposed CATS+ Labor Category #3</i>	\$	234	\$
Total for Section 2.7.4.5: Option Year 2 If less than three Labor Categories are used, the total estimated hours must equal the number found in column B of this row and the hours must be equally divided among the Labor Categories.		700	\$ (Offeror shall insert Total Option Year 2 Evaluated Cost here)
Total Price for Section 2.74.5			\$ (Offeror shall enter total cost for Section 2.7.2.5 here and on Attachment 1)

Authorized Individual Name

Company Name

Title

Company Tax ID #

The Hourly Labor Rate is the actual rate the State will pay for services and shall be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate, but may be lower. Hourly Labor Rate shall be assumed to be fully loaded rates which shall include all direct and indirect costs including travel costs and profit for the Master Contractor to perform under the TOA. The total hours listed above are to be considered as estimated only and not to be construed as a guaranteed billable hours. Actual hours will be compensated at the total number of hours performed.

SUBMIT AS A .SIGNED PDF FILE WITH THE TO FINANCIAL PROPOSAL

ATTACHMENT 1C
PRICE PROPOSAL (TIME AND MATERIALS) FOR CATS+ TORFP

B. P.O. # U00B4400006
Labor Category Loaded Prices for Work Orders

Insert all CATS+ Labor Categories you intend to use to support Work Orders issued under this TO. Provide loaded prices for all Labor Categories for the base year and both option years. Prices must not exceed prices provided on the CATS+ contract.

Labor Category	Loaded Price Base Year	Loaded Price Option Year 1	Loaded Price Option Year 2
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$

The Hourly Labor Rate is the actual rate the State will pay for services and shall be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate, but may be lower. Hourly Labor Rate shall be assumed to be fully loaded rates which shall include all direct and indirect costs including travel costs and profit for the Master Contractor to perform under the TOA.

Authorized Individual Name

Company Name

Title

Company Tax ID #

SUBMIT AS A .SIGNED PDF FILE WITH THE TO FINANCIAL PROPOSAL

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

This attachment is not required.

ATTACHMENT 3 – TASK ORDER AGREEMENT

CATS+ TORFP# U00B4400006 OF MASTER CONTRACT #060B2490023

This Task Order Agreement (“TO Agreement”) is made this day of Month, 2013 by and between Task Order Contractor (TO Contractor) and the STATE OF MARYLAND, TO Requesting Agency.

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 # U00B4400006.
 - b. “CATS+ TORFP” means the Task Order Request for Proposals # U00B4400006, 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 supersede the Master Contract.
 - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS+ TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
 - a. The TO Agreement,
 - b. Exhibit A – CATS+ TORFP
 - c. Exhibit B – TO 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 _____, commencing on the date of Notice to Proceed and terminating on **Month Day, Year**.

4. Consideration and Payment

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

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, TO Requesting Agency

By: insert name, 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, TO 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 TO Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

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

Date: _____

By: _____
(Authorized Representative and Affiant)

SUBMIT AS A .PDF FILE WITH TO TECHNICAL PROPOSAL

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)

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 current employer)]	
[Organization]	Description of Work...
[Title / Role]	
[Period of Employment / Work]	
[Location]	
[Contact Person]	
<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 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY (CONTINUED)

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

TO Contractor's Contract Administrator:

Signature

Date

Proposed Individual:

Signature

Date

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

ATTACHMENT 6 – DIRECTIONS

TO THE PRE-TO PROPOSAL CONFERENCE

Driving directions to:
MDE Headquarters
1800 Washington Blvd.
Baltimore, MD 21230

From points north of Baltimore

Take I-95 South

Go through the Fort McHenry Tunnel

Exit at Exit 53 (I-395)

Bear to the right and follow signs to Martin Luther King Boulevard

Move into the left lane as the roadway descends from the overpass

At the first traffic light, make a left onto Washington Boulevard

Follow Washington Boulevard for approximately one mile

Cross over Monroe Street.

Make a right into the first parking lot entrance (Red Lot)

At the gate press the intercom button and tell the guard that you are visiting MDE for a Pre-Bid Conference

Enter the lobby and proceed to the first floor reception area

From points south of Baltimore

Take I-95 North

Exit at Exit 51 (Washington Boulevard).

At the bottom of the exit ramp, make a left onto Washington Boulevard.

Proceed approximately one half mile and cross over railroad tracks

Turn left into the parking lot entrance just past the railroad tracks (Red Lot)

At the gate press the intercom button and tell the guard that you are visiting MDE for a Pre-Bid Conference

Enter the lobby and proceed to the first floor reception area.

ATTACHMENT 7 – NOTICE TO PROCEED (SAMPLE)

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS+ Task Order Agreement #U00B4400006

Dear TO Contractor Contact:

This letter is your official Notice to Proceed as of Month Day, Year, for the above-referenced Task Order Agreement. Mr. / Ms. _____ of _____ (Agency Name) will serve as the TO Manager and your contact person on this Task Order. He / She can be reached at telephone _____.

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

Sincerely,

TO Procurement Officer

Task Order Procurement Officer

Enclosures (2)

cc: TO Manager

Procurement Liaison Office, Department of Information Technology

Project Management Office, Department of Information Technology

ATTACHMENT 8 – AGENCY RECEIPT OF DELIVERABLE FORM

I acknowledge receipt of the following:

TORFP Title: **Project Name for TORFP**

TO Agreement Number: # U00B4400006

Title of Deliverable: _____

TORFP Reference Section # _____

Deliverable Reference ID # _____

Name of TO Manager: **TO Manager**

TO Manager Signature

Date Signed

Name of TO Contractor's Project Manager: _____

TO Contractor's Project Manager Signature

Date Signed

SUBMIT AS REQUIRED IN THE TORFP.

ATTACHMENT 9 –DELIVERABLE PRODUCT ACCEPTANCE FORM

Agency Name: TO Requesting Agency

TORFP Title: TORFP Project Name

TO Manager: TO Manager and Phone Number

To:

The following deliverable, as required by TO Agreement #U00B4400006, has been received and reviewed in accordance with the TORFP.

Title of deliverable: _____

TORFP Contract Reference Number: Section # _____

Deliverable Reference ID # _____

This deliverable:

☐ Is accepted as delivered.

☐ Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

TO Manager Signature

Date Signed

ISSUED BY THE TO MANAGER AS REQUIRED IN THE TORFP.

ATTACHMENT 10 – NON-DISCLOSURE AGREEMENT (OFFEROR)

This Non- Disclosure Agreement (the “Agreement”) is made this ____ day of _____ 2013_, 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 #U00B4400006 for **TORFP Project Name**. 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 **TO Procurement Officer, TO Requesting Agency** 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.

FFEROR: _____ BY: _____

NAME: _____ TITLE: _____

ADDRESS: _____

SUBMIT AS REQUIRED IN THE TORFP

ATTACHMENT 11 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made as of this ____ day of _____, 2013 __, by and between the State of Maryland ("the State"), acting by and through its **TO Requesting Agency** (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 **TORFP Title** TORFP No. U00B4400006 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:
 - a. This Agreement shall be governed by the laws of the State of Maryland;
 - b. The rights and obligations of the TO Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;
 - c. The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
 - d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
 - e. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and
 - f. The Recitals are not merely prefatory but are an integral part hereof.

TO Contractor/TO Contractor's Personnel:

TO Requesting Agency:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SUBMIT AS REQUIRED IN THE 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	
A) Has there been any substitution of personnel? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, skip to Section 4.)	
B) Did the Master Contractor request each personnel substitution in writing? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____	

C) Does each accepted substitution possess equivalent or better education, experience and qualifications than incumbent personnel?

Yes ☐ No ☐ (If no, explain why) _____

D) Was the substitute approved by the agency in writing?

Yes ☐ No ☐ (If no, explain why) _____

Section 4 – MBE Participation

A) What is the MBE goal as a percentage of the TO value? (If there is no MBE goal, skip to Section 5)

%

B) Are MBE reports D-5 and D-6 submitted monthly?

Yes ☐ No ☐ (If no, explain why) _____

C) What is the actual MBE percentage to date? (divide the dollar amount paid to date to the MBE by the total amount paid to date on the TO)

%

(Example - \$3,000 was paid to date to the MBE sub-contractor; \$10,000 was paid to date on the TO; the MBE percentage is 30% ($3,000 \div 10,000 = 0.30$))

D) Is this consistent with the planned MBE percentage at this stage of the project?

Yes ☐ No ☐ (If no, explain why) _____

E) Has the Master Contractor expressed difficulty with meeting the MBE goal?

Yes ☐ No ☐

(If yes, explain the circumstances and any planned corrective actions)

Section 5 – TO Change Management

A) Is there a written change management procedure applicable to this TO?

Yes ☐ No ☐ (If no, explain why) _____

B) Does the change management procedure include the following?

Yes ☐ No ☐ Sections for change description, justification, and sign-off

Yes ☐ No ☐ Sections for impact on cost, scope, schedule, risk and quality (i.e., the impact of change on satisfying TO requirements)

Yes ☐ No ☐ A formal group charged with reviewing / approving / declining changes (e.g., change control board, steering committee, or management team)

C) Have any change orders been executed?

Yes ☐ No ☐

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

D) Is the change management procedure being followed?

Yes ☐ No ☐ (If no, explain why) _____

ATTACHMENT 13 – LIVING WAGE AFFIDAVIT OF AGREEMENT

Contract No. _____
Name of TO 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 TO 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 TO 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 TO 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 – SAMPLE WORK ORDER

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> <div style="text-align: center; padding: 10px;"> Deliverables are subject to review and approval by AGENCY prior to payment. <i>(Attach additional sheets if necessary)</i> </div>					
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		\$
TO Contractor <hr style="border: 0; border-top: 1px solid black; margin: 10px 0;"/> <div style="display: flex; justify-content: space-between;"> (Signature) TO Contractor Authorized Representative </div> <div style="display: flex; justify-content: space-between;"> (Date) </div>			AGENCY Approval <hr style="border: 0; border-top: 1px solid black; margin: 10px 0;"/> <div style="display: flex; justify-content: space-between;"> (Signature) AGENCY TO Manager (Date) </div>		
POC <div style="display: flex; justify-content: space-between;"> (Print Name) </div>		TO Manager <div style="display: flex; justify-content: space-between;"> (Print Name) </div>			
Telephone No.		Telephone No.			
Email:		A) EMAI L:			

ATTACHMENT 15 - CERTIFICATION REGARDING INVESTMENTS IN IRAN

CERTIFICATION REGARDING INVESTMENTS IN IRAN

1. 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.
2. The undersigned is unable make the above certification regarding its investment activities in Iran due to the following activities:

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 THIS AFFIDAVIT IN .PDF FORMAT WITH THE TO TECHNICAL PROPOSAL

ATTACHMENT 16 – PERFORMANCE EVALUATION FORM

Instructions:

Below is a listing of the performance objectives for **Name of TO Contractor / Subcontractor** for work performed under B.P.O # U00B4400006. This is a group evaluation for TO Contractor and subcontractor work per [Agency] support and project requests only. Group performance on each objective is rated and additional comments are provided.

Performance Review Rating System

- 1- TO Contractor performance does not meet expectations for this objective.
- 2- TO Contractor performance sometimes meets expectations for this objective but not consistently and/or completely. Performance must improve.
- 3- TO Contractor performance consistently meets expectations for this objective.
- 4- TO Contractor performance exceeds expectations for this objective.
- 5- TO Contractor performance far exceeds expectations for this objective.

Objectives for Name of TO Contractor / Subcontractor	Rating (1-5)
Technically knowledgeable to comprehend <insert System name> system and perform analysis on issue and project requests and perform supports.	
Tasks assigned are completed on or before the due date.	
Work performed and delivered to the client meets or exceeds expectation.	
Overall satisfaction with contractor performance.	
Additional Comments:	