

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

MAINFRAME EQUIPMENT MAINTENANCE

CATS+ TORFP # Q00B540004



Department of Public Safety and Correctional Services (DPSCS)
Information Technology & Communications Division (ITCD)

Issue Date: October 6, 2014

TABLE OF CONTENTS

KEY INFORMATION SUMMARY SHEET 5

SECTION 1 - ADMINISTRATIVE INFORMATION 6

1.1 TORFP SUBJECT TO CATS+ MASTER CONTRACT6

1.2 ROLES AND RESPONSIBILITIES6

1.3 TO AGREEMENT.....7

1.4 TO PROPOSAL SUBMISSIONS7

1.5 ORAL PRESENTATIONS/INTERVIEWS7

1.6 QUESTIONS7

1.7 TO PRE-PROPOSAL CONFERENCE7

1.8 CONFLICT OF INTEREST7

1.9 LIMITATION OF LIABILITY8

1.10 CHANGE ORDERS8

1.11 TRAVEL REIMBURSEMENT.....8

1.12 MINORITY BUSINESS ENTERPRISE (MBE).....8

1.13 VETERAN OWNED SMALL BUSINESS ENTERPRISE (VSBE).....9

1.14 NON-DISCLOSURE AGREEMENT9

1.15 LIVING WAGE.....9

1.16 IRANIAN NON-INVESTMENT9

1.17 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES9

1.18 MERCURY AND PRODUCTS THAT CONTAIN MERCURY10

1.19 PURCHASING AND RECYCLING ELECTRONIC PRODUCTS10

SECTION 2 - SCOPE OF WORK..... 11

2.1 PURPOSE.....11

2.2 REQUESTING AGENCY BACKGROUND.....11

2.3 PROJECT BACKGROUND11

2.4 PROFESSIONAL DEVELOPMENT.....11

2.5 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES11

2.6 REQUIREMENTS12

2.7 PERFORMANCE AND PERSONNEL20

THE SUBSTITUTION OF PROPOSED PERSONNEL DURING THE EVALUATION PERIOD, PRIOR TO AWARD, IS PROHIBITED. SUBSTITUTIONS OF ANY KIND, POST PROPOSAL DUE DATE, BUT PRIOR TO AWARD, IS CONSIDERED TO BE THE EQUIVALENT OF AN ALTERNATE PROPOSAL, AND IS PROHIBITED. 20

2.8 DELIVERABLES.....21

2.9 MINIMUM QUALIFICATIONS23

2.10 RETAINAGE24

2.11 INVOICING24

SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS 26

3.1 REQUIRED RESPONSE26

3.2 SUBMISSION26

3.3 SUMMARY OF ATTACHMENTS26

3.4 TO PROPOSAL FORMAT27

SECTION 4 - TASK ORDER AWARD PROCESS..... 30

4.1 OVERVIEW30

4.2 TO PROPOSAL EVALUATION CRITERIA.....30

4.3 SELECTION PROCEDURES.....30

4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT31

LIST OF ATTACHMENTS 32

ATTACHMENT 1 PRICE SHEET (FIXED PRICE) FOR CATS+ TORFP # Q00B5400004 33

ATTACHMENT 2 MINORITY BUSINESS ENTERPRISE FORMS..... 33

D-1: MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT.....35

D-2: MBE PARTICIPATION SCHEDULE..... 37

D-3 MBE OUTREACH EFFORTS COMPLIANCE STATEMENT.....39

D-4: MBE SUBCONTRACTOR PROJECT PARTICIPATION CERTIFICATION.....40

D-5: MBE PRIME CONTRACTOR PAID/UNPAID MBE INVOICE REPORT.....41

D-6: SUBCONTRACTOR PAID/UNPAID MBE INVOICE REPORT.....42

COMAR TITLE 21 MBE WAIVER REQUIREMENTS.....43

D-7 MBE CONTRACTOR UNAVAILABILITY CERTIFICATE.....45

ATTACHMENT 3 - TASK ORDER AGREEMENT.....47

ATTACHMENT 4- CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE 50

ATTACHMENT 5- LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY (INSTRUCTIONS) 51

ATTACHMENT 6- PRE-PROPOSAL CONFERENCE DIRECTIONS 54

ATTACHMENT 7- NOTICE TO PROCEED (SAMPLE) 56

ATTACHMENT 10 - NON-DISCLOSURE AGREEMENT (OFFEROR) 59

ATTACHMENT 11 - NON-DISCLOSURE AGREEMENT (TO CONTRACTOR) 61

ATTACHMENT 12 TO CONTRACTOR SELF-REPORTING CHECKLIST 65

ATTACHMENT 13 - LIVING WAGE AFFIDAVIT OF AGREEMENT..... 67

ATTACHMENT 14 – MERCURY AFFADAVIT.....ERROR! BOOKMARK NOT DEFINED.

ATTACHMENT 15 - VETERAN SMALL BUSINESS ENTERPRISE PARTICIPATION (VSBE) FOR STATE OF MARYLAND 71

THE VETERAN SMALL BUSINESS ENTERPRISE PARTICIPATION (VSBE) GOAL FOR THIS SOLICITATION IS 0%.ATTACHMENT 16 - CERTIFICATION REGARDING INVESTMENTS IN IRAN..... 71

ATTACHMENT 17 - SAMPLE WORK ORDER..... 73
ATTACHMENT 18 - PERFORMANCE EVALUATION FORM..... 74
ATTACHMENT 19 - CRIMINAL BACKGROUND CHECK AFFIDAVIT..... 76

KEY INFORMATION SUMMARY SHEET

This CATS+ TORFP is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. All CATS+ Master Contractors approved to perform work in the Functional Area under which this TORFP is released shall respond to this TORFP with either a Task Order (TO) Proposal to this TORFP or a Master Contractor Feedback form (See Section 3).

TORFP Title:	Mainframe Equipment Maintenance
Solicitation Number (TORFP #):	Q00B5400004
Functional Area:	Functional Area 6
Issue Date:	October 6, 2014
Questions Due Date and Time:	October 17, 2014 at 2:00PM Local Time
Closing Date and Time:	October 27, 2014 at 2:00PM Local Time
TO Requesting Agency:	Department of Public Safety and Correctional Services (DPSCS) Information Technology & Communications Division (ITCD)
Send Questions and TO Proposals to:	Arthur E. Petersen, Jr. aepetersen@dpscs.state.md.us
TO Procurement Officer:	Arthur E. Petersen, Jr. Office Phone Number: 410-585-3116 Office Fax Number: 410-358-8671
TO Manager:	Moses Walker Office Phone Number: 410-585-2909 Office Fax Number: 410-653-4529 e-mail address: mwalker@dpscs.state.md.us
TO Type:	Fixed price
Period of Performance:	Two (2) years plus one (1) one-year option years
MBE Goal:	5 %
VSBE Goal:	0%
Small Business Reserve (SBR):	No
Primary Place of Performance:	DPSCS/ITCD, Data Center 1201 Reisterstown Rd., Bldg. F Pikesville MD 21208
TO Pre-proposal Conference:	October 14, 2014 @ 10:00AM DPSCS/ITCD, 6776 Reisterstown Rd, Conference Room 200 Baltimore, MD 21215 See Attachment 6 for directions.

SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 TORFP SUBJECT TO CATS+ MASTER CONTRACT

In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS+ RFP issued by the Maryland Department of Information Technology (DoIT) and subsequent Master Contract Project Number 060B2490023, including any amendments.

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

1.2 ROLES AND RESPONSIBILITIES

Personnel roles and responsibilities under the TO:

- **TO Procurement Officer** – The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement.
- **TO Manager** - The TO Manager has the primary responsibility for the management of the work performed under the TO Agreement; administrative functions, including issuing written directions; ensuring compliance with the terms and conditions of the CATS+ Master Contract.

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

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

The TO Contractor will provide invoices as specified under Section 2.12 Invoicing. The TO Contractor is responsible for making payments to the TO Contractor personnel.

- **TO Contractor Personnel** – Any resource provided by the TO Contractor in support of this TORFP over the course of the TO period of performance.
- **Proposed Personnel** – Any individual named in the TO Proposal by the Master Contractor to perform work under the scope of this TORFP. Proposed personnel shall start as of TO Agreement issuance unless specified otherwise.

1.3 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.

1.4 TO PROPOSAL SUBMISSIONS

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

1.5 ORAL PRESENTATIONS/INTERVIEWS

Neither oral presentations nor interviews will held for this solicitation.

1.6 QUESTIONS

All questions must be submitted via email to the TO Procurement Officer no later than the date and time indicated in the Key Information Summary Sheet. Answers applicable to all Master Contractors will be distributed to all Master Contractors who are known to have received a copy of the TORFP.

Answers can be considered final and binding only when they have been answered in writing by the State.

1.7 TO PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held at the time, date and location indicated on the Key Information Summary Sheet. Attendance at the pre-proposal conference is not mandatory, but all 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 e-mail to all Offerors 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 TO Procurement Officer no later than five (5) business days prior to the pre-proposal conference. The DPSCS/ITCD will make reasonable efforts to provide such special accommodation.

1.8 CONFLICT OF INTEREST

The TO Contractor 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 Offeror shall complete and include with its TO Proposal a Conflict of Interest Affidavit and Disclosure in the form included as Attachment 4 of this TORFP. If the TO Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise

to a conflict of interest within the meaning of COMAR 21.05.08.08A, the TO Procurement Officer may reject an Offeror's TO Proposal under COMAR 21.06.02.03B.

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

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

1.9 LIMITATION OF LIABILITY

The TO Contractor's liability is limited in accordance with Section 27 of the CATS+ Master Contract. TO Contractor's liability for this TORFP is limited to 2 times the total TO Agreement amount.

1.10 CHANGE ORDERS

If the TO Contractor is required to perform work beyond the scope of Section 2 of this TORFP, or there is a work reduction due to unforeseen scope changes, a TO Change Order is required. The TO Contractor and TO Manager shall negotiate a mutually acceptable price modification based on the TO Contractor's proposed rates in the Master Contract and scope of the work change. No scope of work changes shall be performed until a change order is approved by DoIT and executed by the TO Procurement Officer.

1.11 TRAVEL REIMBURSEMENT

Expenses for travel performed in completing tasks for this TORFP shall not be reimbursed in accordance with the CATS+ Master Contract.

1.12 MINORITY BUSINESS ENTERPRISE (MBE)

This TORFP has MBE goals and sub-goals as stated in the Key Information Summary Sheet above.

A Master Contractor that responds to this TORFP shall complete, sign, and submit all required MBE documentation at the time of TO Proposal submission (See Attachment 2 Minority Business Enterprise Forms and Section 3 Task Order Proposal Format and Submission Requirements). **Failure of the Master Contractor to complete, sign, and submit all required MBE documentation at the time of TO Proposal submission will result in the State's rejection of the Master Contractor's TO Proposal.**

1.12.1 MBE PARTICIPATION REPORTS

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

- A) Monthly reporting of MBE participation is required in accordance with the terms and conditions of the CATS+ Master Contract by the 15th day of each month.
- B) The TO Contractor shall provide a completed MBE participation form (Attachment 2, Form B) to the TO Requesting Agency at the same time the invoice copy is sent.
- C) The TO Contractor shall ensure that each MBE subcontractor provides a completed Subcontractor Paid/Unpaid MBE Invoice Report (Attachment 2, Form D).

D) Subcontractor reporting shall be sent directly from the subcontractor to the DPSCS ITCD. The TO Contractor shall e-mail all completed forms, copies of invoices and checks paid to the MBE directly to the TO Manager.

1.13 VETERAN OWNED SMALL BUSINESS ENTERPRISE (VSBE)

This TORFP has a VSBE goal as stated in the Key Information Summary Sheet above, representing the percentage of total fees paid for services under this TO.

1.14 NON-DISCLOSURE AGREEMENT

1.14.1 NON-DISCLOSURE AGREEMENT (OFFEROR)

A reading room is currently not anticipated for this TORFP, however in the event that the need arises, the following applies:

Certain system documentation may be available for potential Master Contractors to review at a reading room at DPSCS/ITCD's address *1201 Reisterstown Road, Bldg. F, Pikesville MD 21208*. Master Contractors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of Attachment 10. Please contact the TO Procurement Officer to schedule an appointment.

1.14.2 NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

Certain system documentation may be required by the TO 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, Non-Disclosure Agreement (TO Contractor) in the form of Attachment 11.

1.15 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.

All TO Proposals shall be accompanied by a completed Living Wage Affidavit of Agreement, Attachment 13 of this TORFP.

1.16 IRANIAN NON-INVESTMENT

All TO Proposals shall be accompanied by a completed Certification Regarding Investments in Iran, Attachment 16 of this TORFP.

1.17 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

DoIT is responsible for contract management oversight on the CATS+ Master Contract. As part of that oversight, DoIT has implemented a process for self-reporting contract management activities of TOs under CATS+. This process typically applies 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/selected 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 form.

Subsequently, at six month intervals from the due date on the initial checklist, the TO Contractor shall update and resend the checklist to DoIT.

1.18 MERCURY AND PRODUCTS THAT CONTAIN MERCURY

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

1.19 PURCHASING AND RECYCLING ELECTRONIC PRODUCTS

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

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SECTION 2 - SCOPE OF WORK

2.1 PURPOSE

DPSCS/ITCD is issuing this CATS + TORFP to obtain data processing equipment maintenance service for DPSCS and the Maryland Correctional Enterprises (MCE). This maintenance service is to include scheduled maintenance and repair of all equipment listed within this contract. DPSCS/ITCD/MCE Equipment currently consists of two mainframe computers with associated peripherals.

2.2 REQUESTING AGENCY BACKGROUND

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

2.3 PROJECT BACKGROUND

ITCD operates a twenty-four (24) hours a day, 365 days a year data center and is tasked with providing all information technology services for various local, State and Federal agencies. ITCD is responsible for the delivery and technical support of various software and hardware platforms including the IBM mainframe enterprise server system, DASD and tape subsystems, and all associated peripherals. ITCD implements DPSCS's information technology vision, standards, architecture and planning processing, along with providing internal data, information and communications services to our clients.

2.4 PROFESSIONAL DEVELOPMENT

The TO Contractor shall ensure continuing education opportunities for the personnel provided to support this TORFP.

Any IT services personnel provided under this TORFP shall maintain any required professional certifications for the duration of the resulting TO.

2.5 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES

The TO Contractor shall comply with all applicable laws, regulations, policies, standards, and guidelines affecting information technology and technology projects, which may be created or changed periodically.

The TO Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting security and technology project execution.

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

- The State of Maryland System Development Life Cycle (SDLC) methodology
- The State of Maryland Information Technology Security Policy and Standards
- The State of Maryland Information Technology Non-Visual Access Standards
- The TO Contractor shall follow project management methodologies consistent with the Project Management Institute's Project Management Body of Knowledge Guide.
- TO Contractor assigned personnel shall follow a consistent methodology for all TO activities.

2.6 REQUIREMENTS

2.6.1 The TO Contractor shall:

2.6.1.1 Provide DPSCS and the MCE with maintenance and repair services for two mainframe computers and related peripherals and accessories at the following locations, 24 hours per day, 7 days per week, 365 days per year:

2.6.1.2 Provide maintenance for DPSCS's and the MCE information processing equipment as defined in **Section 2.6.2 Equipment List**. Equipment quantities may vary slightly from those specified in any resulting contract. Appropriate adjustment will be made in the contract to allow for the variation in quantity. The cost to maintain or repair all equipment listed in this bid shall consist of labor and any required parts necessary to maintain or repair equipment.

2.6.1.3 Provide a single source of contact for all equipment maintenance.

2.6.1.4 Ensure that all manufacturers' announced engineering changes and diagnostic routines shall be installed within 30 days from the date of availability by the manufacturer. Installation of equipment shall be scheduled with either the Data Center's Operations Manager or the manager with designated responsibility for the equipment. The TO Contractor shall be able to provide Remote Support Facility (RSF). This feature allows the TO Contractor to communicate with the devices remotely on zSeries and 3494 devices.

2.6.1.5 Adhere to the equipment manufacturer's maintenance schedule and procedures for preventive maintenance. In addition, the TO Contractor shall provide a recommended preventive maintenance schedule, process and procedure for all equipment listed. The proposed cost shall include preventive maintenance.

2.6.1.6 Ensure that all replacement parts shall be new and from the original machine manufacturer or certified by the manufacturer to be equivalent to new. These parts shall be in adequate supply in the Baltimore-Metropolitan area so as to keep down-time to a minimum (see 2.6.4).

2.6.1.7 Perform other duties within the general scope of this TORFP as directed by the TO Manager.

2.6.1.8 Provide a single source of contact for all equipment maintenance.

2.6.1.9 Ensure that all manufactures announced engineering changes and diagnostic routines shall be installed within 30 days from the date of availability by the manufacturer.

2.6.1.10 Adhere to all equipment manufacturer's maintenance schedule and procedures for preventive maintenance.

2.6.2 Equipment List and Location

MAINFRAME EQUIPMENT FOR DATA CENTER
1201 REISTERSTOWN RD, BLDG F PIKESVILLE,
MD 21208

QTY	DESC	TYPE	SERIAL#
1	3494-D14	3494-D14	7889791
1	Tape Drives	3590 E	78C6864
1	Tape Drives	3590 E	78C6890
1	Tape Drives	3590 E	78C6875
1	terminal	3486	
1	3492 -D22	3494 - D22	7889190
1	Tape Drives	3592 J1A	7822454
1	Tape Drives	3592 J1A	7822453
1	Tape Drives	3592 J1A	7822407
1	Tape Drives	3592 J1A	7822405
1	Tape Drives	3592 J1A	7822421
1	Tape Drives	3592 J1A	7822426
1	3592-170 Tape Controller	3592 - 170	C3798
1	3494 - D22	3494 - D22	7838335
1	Tape Drives	3592 J1A	7822691
1	Tape Drives	3592 J1A	7822641
1	Tape Drives	3592 J1A	7822696
1	Tape Drives	3592 J1A	7822612
1	terminal	3486	
1	Info Window II	3487	
1	Info Window II	3487	
1	3494 - L12	3494 - L12	7817567
1	Library Mang	3494	s96p1123ynljzs179019
1	3494 - BI0	3494 - BI0	78B1528
1	HMC	8482 - 2SU	KP-PRH49
1	SMC eZswitch	44P4574	T152000199
1	Feature	3415	
1	Feature	3415	
1	Feature	3704	
1	IBM eServer Z890 CAP A	2086-A04	F822E
1	Telex 1174/1L		1432065823
1	IBM 3174/11L		23N6516

1	IBM 3192		BX231
1	IBM 3192		BX239
1	IBM 3279		AIII
	IBM 3592-E06 Tape Drive		78a04000
1	IBM 3592 E06 Tape Drive		78a-40E1

QTY	MAKE	MODEL	SERIAL #	LOCATION
1	IBM	6500-v20 printer	01PL459	1201 REISTERSTOWN RD, BLDG F
1	IBM	6262/22	56A0896	1201 REISTERSTOWN RD, BLDG F
1	IBM	34901 A20	13-64540	1201 REISTERSTOWN RD, BLDG F
1	IBM	3490/B20	13-72156	1201 REISTERSTOWN RD, BLDG F
1	IBM	3490/B20	13-72156	1201 REISTERSTOWN RD, BLDG F

MAINFRAME EQUIPMENT FOR MD
CORRECTIONAL ENTERPRISES 7275
WATERLOO RD, JESSUP, MD 20794

1	IBM	785510	230052130	1201 REISTERSTOWN RD, BLDG F
1	IBM	4234	4137730	1201 REISTERSTOWN RD, BLDG F
1	LYNKYLE	3476	5729	1201 REISTERSTOWN RD, BLDG F
1	IBM	4234	4141373	1201 REISTERSTOWN RD, BLDG F
1	LYNKYLE	3477	23901	1201 REISTERSTOWN RD, BLDG F
1	L YNKYLE	3476	101983	1201 REISTERSTOWN RD, BLDG F
1	3COM	SUPERSTACK	800- KZBS2BBDB58	1201 REISTERSTOWN RD, BLDG F
1		1-03477	305TA06191	1201 REISTERSTOWN RD, BLDG F
1	IBM	785510	230086634	1201 REISTERSTOWN RD, BLDG F
1	IBM	785510	230079831	1201 REISTERSTOWN RD, BLDG F
1	IDEA	785510	230082309	1201 REISTERSTOWN RD, BLDG F
1	IBM	785510		1201 REISTERSTOWN RD, BLDG F
1	IBM	3477	88-3315	1201 REISTERSTOWN RD, BLDG F
1	IBM	785510	230085137	1201 REISTERSTOWN RD, BLDG F
1	IBM	5853	230096353	1201 REISTERSTOWN RD, BLDG F
1	IBM	785510	230083703	1201 REISTERSTOWN RD, BLDG F
1	CAT 5 RACK	64001015		1201 REISTERSTOWN RD, BLDG F
1	IBM		01-P2212	1201 REISTERSTOWN RD, BLDG F
1	IBM	9406-620	10-2Z65M	1201 REISTERSTOWN RD, BLDG F
1	3COM	SUPERST ACK II		1201 REISTERSTOWN RD, BLDG F
1	3COM	24 PO 3C16441A	7T6VOBA032	1201 REISTERSTOWN RD, BLDG F
1	IBM	785510	230007365	1201 REISTERSTOWN RD, BLDG F
1	IBM	785510	2300073	1201 REISTERSTOWN RD, BLDG F
1	MOTOROLA	DDS/MR64	7251622	1201 REISTERSTOWN RD, BLDG F

1	IBM	785510	23-0083482	1201 REISTERSTOWN RD, BLDG F
1	IBM	3477	2386	1201 REISTERSTOWN RD, BLDG F
1	IBM	5394-01B	23-87376	1201 REISTERSTOWN RD, BLDG F
1	IBM	3477FA	88-P5992	1201 REISTERSTOWN RD, BLDG F
1	IBM	3477FA	88-T8435	1201 REISTERSTOWN RD, BLDG F
1	IBM	539401B	2391358	1201 REISTERSTOWN RD, BLDG F
1	IBM	3477	88P3887	1201 REISTERSTOWN RD, BLDG F
1	IBM	785510	230098522	1201 REISTERSTOWN RD, BLDG F
1	LYNKYLE	3477	16773	1201 REISTERSTOWN RD, BLDG F
1	LYNKYLE	3477	12038	1201 REISTERSTOWN RD, BLDG F
1	IBM	3477	N23-FNW88	1201 REISTERSTOWN RD, BLDG F
1	IBM	5394-01B	23-44317	1201 REISTERSTOWN RD, BLDG F
1	IBM	7855-10	23-00A0395	1201 REISTERSTOWN RD, BLDG F
1	IBM	3477	II-A6299	1201 REISTERSTOWN RD, BLDG F
1	IBM	3477FG	23-LB402	1201 REISTERSTOWN RD, BLDG F

QTY	MAKE	MODEL	SERIAL #	LOCATION
1	L YNKYLE	3477	20691	1201 REISTERSTOWN RD, BLDG F
1	IBM	5394-01B	23-7446	1201 REISTERSTOWN RD, BLDG F
1	IBM	785510	23-00E853	1201 REISTERSTOWN RD, BLDG F
1	IBM	785510	23019714	1201 REISTERSTOWN RD, BLDG F
1	IBM	539401B	82229	1201 REISTERSTOWN RD, BLDG F
1	IBM	3477-G	23-G9821	1201 REISTERSTOWN RD, BLDG F
1	LYNKYLE	3477	20702	1201 REISTERSTOWN RD, BLDG F
1	IBM	3477FA	88-84748	1201 REISTERSTOWN RD, BLDG F
1	IBM	3477FG	23-LH781	1201 REISTERSTOWN RD, BLDG F
1	IBM	539401B	1040759	1201 REISTERSTOWN RD, BLDG F
1	IBM	785510	230085125	1201 REISTERSTOWN RD, BLDG F
1	IBM	3477	887035	1201 REISTERSTOWN RD, BLDG F
1	L YNKYLE	3477	20696	1201 REISTERSTOWN RD, BLDG F
1	IBM	3477FG	23-21531	1201 REISTERSTOWN RD, BLDG F
1	IBM	3477FA	88-48269	1201 REISTERSTOWN RD, BLDG F
1	IBM	3477	88F682	1201 REISTERSTOWN RD, BLDG F
1	IBM	3477	8889388	1201 REISTERSTOWN RD, BLDG F
1	MOTOROLA	DDS/MR64	7246037	1201 REISTERSTOWN RD, BLDG F
1	IBM	3477	88-G9308	1201 REISTERSTOWN RD, BLDG F
1	IBM	3477	23RR268	1201 REISTERSTOWN RD, BLDG F
1	IBM	3477	23HB608	1201 REISTERSTOWN RD, BLDG F
1	IBM	539401B	2374790	1201 REISTERSTOWN RD, BLDG F
1	IBM	4234	4137726	1201 REISTERSTOWN RD, BLDG F
1	IBM	3477FA	88-42280	1201 REISTERSTOWN RD, BLDG F

1		1-03477	816512258	1201 REISTERSTOWN RD, BLDG F
1	IBM	785510	230086635	1201 REISTERSTOWN RD, BLDG F
1	IBM	539401B	87966	1201 REISTERSTOWN RD, BLDG F
1	IBM	3477FA	23-HW107	1201 REISTERSTOWN RD, BLDG F
1	IBM	539401B	2385187	1201 REISTERSTOWN RD, BLDG F
1	IBM	3477FG	88-Z2074	1201 REISTERSTOWN RD, BLDG F
1	IBM	785510	230079830	1201 REISTERSTOWN RD, BLDG F
1	IBM	785510	230086629	1201 REISTERSTOWN RD, BLDG F
1	LYNKYLE	3477	20765	1201 REISTERSTOWN RD, BLDG F
1	IBM	539401B	2374999	1201 REISTERSTOWN RD, BLDG F
1	IBM	785510	2300851	1201 REISTERSTOWN RD, BLDG F
1	IBM	539401B	2377923	1201 REISTERSTOWN RD, BLDG F
1	IBM	3477	23HD800	1201 REISTERSTOWN RD, BLDG F
1	IBM	3477	23KG943	1201 REISTERSTOWN RD, BLDG F
1	IBM	785510	2300412	1201 REISTERSTOWN RD, BLDG F
1	IBM	3477-G	88-K2088	1201 REISTERSTOWN RD, BLDG F
1	IBM	539401B	234789	1201 REISTERSTOWN RD, BLDG F

TYPE	MAKE	MODEL #	SERIAL #	LOCATION
CONTROLLER	IBM	539401B	2385187	MCE Graphics 145 MCI-J
CONTROLLER	IBM	539401B	0087966	MCE Graphics 140 MCI-J
CONTROLLER	IBM	5394-01 B	23-74476	MCE Furniture Manufacturer 115 JCI
CONTROLLER	IBM	5394-01 B	23-86874	MCE Partiton 112 MCTC
CONTROLLER	IBM	539401B	2391358	MCE Furniture Restoration 106 ECI
CONTROLLER	IBM	5394-01 B	23-79717	MCE Sew 142 JCI
CONTROLLER	IBM	539401B	1040759	MCE Mattress 117 JCI
CONTROLLER	IBM	5394-01 B	23-74999	MCE Headquarters Jessup
CONTROLLER	IBM	539401B	2374790	MCE Metal II 124 MCI-H
CONTROLLER	IBM	539401B	2377923	MCE Graphic 149 RCI
CONTROLLER	IBM	539401B	23-87856	MCE Graphic 107 ECI
CONTROLLER	IBM	5394-01 B	23-65708	MCE Furniture Restoration 146 RCI
CONTROLLER	IBM	539401 B	23-79129	MCE Headquarters Jessup
CONTROLLER	IBM	5394-01 B	23-87376	MCE Sew 104 MCI-W
CPU/TAPE/UPS	IBM	AS400	10-2Z65M	MCE Headquarters Jessup
DSU	MOTOROLA	DDS/MR64	007699	MCE Headquarters Jessup
DSU	MOTOROLA	DDS/MR64	007251622	MCE Metal II 124 MCI-H
HUB	3 COM 12 PORT	3C16441A	7T6VOBA032	MCE Sign 111 Patuxent
HUB 24-PORT	3COM	SUPERSTACK II	0800- KZBS2BBDB58	MCE Headquarters Jessup BROKEN
HUB 24-PORT	3COM	SUPERSTACK II		MCE Graphic 145 MCI-J
MODEM	IBM	785510	230086634	MCE Headquarters Jessup
MODEM	IBM	785510	230079830	MCE Graphic 145 MCI-J
MODEM	IBM	785510	230007365	MCE Headquarters Jessup
MODEM	IBM	785510	230086629	MCE Headquarters Jessup
MODEM	IBM	785510	230085138	MCE Graphic 149 RCI
MODEM	IBM	785510	230007368	MCE Headquarters Jessup
MODEM	IBM	785510	15329	MCE Graphic 107 ECI
MODEM	IBM	785510	23-0085134	MCE Headquarters Jessup

TYPE	MAKE	MODEL #	SERIAL #	LOCATION
MODEM	IBM	785510	230082309	MCE Headquarters Jessup
MODEM	IBM	785510	230098522	MCE Furniture Manufacturer 115 JCI
MODEM	IBM	785510	230079831	MCE Furniture Manufacturer 115 JCI
MODEM	IBM	7855-10	23-0064931	MCE Graphics 140 MCI-J
MODEM	IBM	785510	230052130	MCE Headquarters Jessup
MODEM	IBM	785510	230041283	MCE Partition 112 MCTC
MODEM	IBM	7855-10	153257	MCE Mattress 117 JCI
MODEM	IBM	5853	23-0053990	MCE Furniture Restoration 146 RCI
MODEM	IBM	785510	230083703	MCE Headquarters Jessup
MODEM	IBM	7855-10	23-00E8530	MCE Sew 104 MCI-W
MODEM	IBM	785510	23-00E5705	MCE Headquarters Jessup
MODEM	IBM	785510	23001914	MCE Headquarters Jessup
MODEM	IBM	785510	230085125	MCE Sew 142 JCI
MONITOR	IBM	2477	8867035	MCE Mattress 117 JCI
MONITOR	IBM	3477	88-M9801	MCE Graphic 149 RCI
MONITOR	IBM	3477	8889388	MCE Brush & Carton 123 MCI-H
MONITOR	IBM	3477	88LF825	MCE Metal I 124 MCI-H
MONITOR	IBM	3472-6	23-ZX100	MCE Headquarters Jessup
MONITOR	IBM	3477	88-45101	MCE Headquarters Jessup
MONITOR	IBM	3477	N23-YP290	MCE Headquarters Jessup
MONITOR	IBM	3477FA	23-24V73	MCE Headquarters Jessup
MONITOR	IBM	3477	88-DL489	MCE Graphic 107 ECI
MONITOR	IBM	3477-C	88-AK514	MCE Furniture Restoration 146 RCI
MONITOR	IBM	3477-C	88-MP232	MCE Metal II 124 MCI-H
MONITOR	IBM	3477-C	88-CW127	MCE Metal I 124 MCI-H
MONITOR	IBM	3477	88-A6299	MCE Textiles 109 ECI
				KIT KAT RD MCE Headquarters
MONITOR	IBM	3477-G	88-K2088	Jessup
MONITOR	IBM	3477-G	23-G9821	MCE Taa 119 JCI

2.6.4 SERVICE LEVEL AGREEMENT (SLA)

The TO Contractor shall provide a toll free telephone number to be used by ITCD Call Center for placing service calls.

The TO Contractor shall provide live-voice response to the Call Center's calls as depicted in the Service Level Agreement. The TO Contractor shall have access via pager and/or cell phone to its technical support and field personnel so that the required technical support personnel may be contacted regardless of location.

2.6.4.1 The TO Contractor shall ensure compliance with the following **Service Level Agreement** for all service calls:

Priority Level	Phone Response	Time for Technician to be On-Site and begin Resolution	Response Availability	Comments
Critical / System Down / Priority 1	Within 30 Minutes of TO Contractor notification	Within One Hour or Less	24 hours per day, seven days per week, and 365 days per year	Remain Priority 1 during the life of the problem unless changed by the Data Center or Maryland Correctional Enterprises
Emergency / Business Process Interruption / Priority 2	Within 30 Minutes of receipt	Within Two Hours or Less	24 hours per day, seven days per week, and 365 days per year	Escalate to Priority 1 if not resolved within 4 hours
Normal / Priority 3	Within 30 Minutes of receipt	Within Two Hours or Less	24 hours per day, seven days per week, and 365 days per year	Escalate to Priority 2 if not resolved within 8 hours

NOTE: The Data Center or MCE management has the right to adjust the priority level of any service call and has the responsibility to notify the vendor immediately of such a change

2.6.5 BACKUP / DISASTER RECOVERY

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

2.6.6 REQUIREMENTS FOR HARDWARE, SOFTWARE, AND MATERIALS

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

2.7 PERFORMANCE AND PERSONNEL

2.7.1 WORK HOURS

The TO Contractor's collective assigned personnel shall support DPSCS's 24/7/365 operating environment to provide scheduled maintenance service and support and to respond to emergencies at any time they may occur in compliance with the Service Level Agreement (SLA).

- **Business Hours Support:** The TO Contractor's collective assigned personnel shall support core business hours (07:00 AM to 5:00 PM), Monday through Friday. TO Contractor personnel may also be required to provide occasional support outside of core business hours, including evenings, overnight, and weekends, to support: specific efforts and emergencies to resolve system repair or restoration.
- **Scheduled Non-Business Hours Support:** After hours support may be necessary to respond to IT emergency situations. Additionally, services may also involve some evening and/or weekend hours performing planned system upgrades in addition to core business hours. Hours performing system upgrades would be billed on actual time worked at the rates proposed.

2.7.2 PERFORMANCE EVALUATION

TO Contractor personnel may be evaluated by the TO Manager on a periodic basis for assignments performed during that period. The TO Manager may evaluate performance of each TO Contractor resource using the established performance evaluation form included as Attachment 18.

2.7.3 PERFORMANCE ISSUE MITIGATION

At any time during the TO period of performance, should the performance of a TO Contractor resource be rated "unsatisfactory" as documented in the performance evaluation, DPSCS/ITCD will pursue the following mitigation procedures prior to requesting a replacement employee:

- A) The TO Manager shall document performance issues and give written notice to the TO Contractor, clearly describing problems and delineating remediation requirement(s).
- B) The TO Contractor shall respond with a written remediation plan within three (3) business days and implement the plan immediately upon written acceptance by the TO Manager.
- C) Should performance issues persist, the TO Manager may give written notice or request the immediate removal of person(s) whose performance is at issue, and determine whether a substitution is required.

2.7.4 SUBSTITUTION OF PERSONNEL AFTER AWARD

The substitution of proposed personnel during the evaluation period, prior to award, is prohibited. Substitutions of any kind, post proposal due date, but prior to award, is considered to be the equivalent of an alternate proposal, and is prohibited.

The substitution of personnel procedures is as follows:

- A) The TO Contractor may not substitute personnel without the prior approval of the TO Manager.

- B) To replace any personnel, the TO Contractor may be required submit resumes of the proposed personnel specifying their intended approved labor category. Any proposed substitute personnel shall have qualifications equal to or better than those of the replaced personnel.
- C) Proposed substitute personnel shall be approved by the TO Manager. The TO Manager shall have the option to interview the proposed substitute personnel. After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the requested substitution.

2.7.5 PREMISES AND OPERATIONAL SECURITY

- A) Prior to commencement of work, TO Contractor employees and subcontractors to be assigned to perform work under the resulting TO Agreement shall be required to submit background check certification to DPSCS/ITCD from recognized Law Enforcement Agencies, including the FBI. TO Contractor shall be responsible for ensuring that its employees' and subcontractors' background check certifications are renewed annually, and at the sole expense to the TO Contractor. DPSCS/ITCD reserves the right to disqualify any TO Contractor employees or subcontractors whose background checks suggest conduct, involvements, and/or associations that DPSCS/ITCD determines, in its sole discretion, may be inconsistent with the performance and/or security requirements set forth in this TORFP. DPSCS/ITCD reserves the right to perform additional background checks on TO Contractor and subcontractor employees.
- B) Further, TO Contractor employees and subcontractors may be subject to random security checks during entry and exit of State secured areas. The State reserves the right to require TO Contractor employees and subcontractors to be accompanied while on secured premises.
- C) TO Contractor employees shall, while on State premises, display their State issued identification cards without exception.
- D) TO Contractor shall require its employees to follow the State of Maryland and DPSCS/ITCD IT Security Policy and Standards throughout the term of the TO Agreement.
- E) The State reserves the right to request that the TO Contractor submit proof of employment authorization of non-United States citizens, prior to commencement of work under the TO Agreement.
- F) TO Contractor shall remove any employee from working on the resulting TO Agreement where the State of Maryland provides evidence to the TO Contractor that said employee has not adhered to the security requirements specified herein.
- G) The cost of complying with all security requirements specified herein are the sole responsibilities and obligations of the TO Contractor and its subcontractors and no such costs shall be passed through to or reimbursed by the State or any of its agencies or units.

2.8 DELIVERABLES

2.8.1 DELIVERABLES & ACCEPTANCE CRITERIA

DPSCS's required deliverables for this TORFP are defined in **Table 2.8.1.1**

2.8.1.1 Deliverables

Deliverables ID #	Deliverables	Deliverable Description / Acceptance Criteria	Due Date / Frequency
2.8.1.1.1	Status Report per Incident or Scheduled Maintenance activity	The TO Contractor personnel will provide to the TO Manager a status/activity report of work completed equipment replaced / repaired.	Maximum of Five (5) days after each incident reported or upon completion of scheduled equipment maintenance
2.8.1.1.2	Communication Plan	MS Word document that shall at a minimum provide the following information for technical / management support contact person(s): address(es), business phone number(s), alternate contact number(s), pager number(s), cell phone number(s) and email address(es).	Upon Contract Award NTP + 15 business days, annual update or within 10 days of TO Contractor personnel change
2.8.1.1.3	Preventive maintenance schedule	MS Word or Excel that provides a schedule, type, frequency, and status of preventative maintenance activities.	Upon Contract Award NTP + 15 business days
2.8.1.1.4	Documented process and procedure for all equipment maintenance	MS Word document that provides step by step process and procedures for all equipment maintenance	Upon Contract Award NTP + 15 business days, annual update

2.8.2 DELIVERABLE SUBMISSION

Unless specified otherwise, written deliverables shall be compatible with Microsoft Office, Microsoft Project and/or Microsoft Visio versions 2007 or later. At the TO Manager's discretion, the TO Manager may request one hard copy of a written deliverable.

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 any written deliverable, the TO Manager may request a draft version of the deliverable, to comply with the minimum deliverable quality criteria listed in Section 2.8.4. Drafts of each final deliverable, except status reports, are required at least two weeks in advance of when the final deliverables are due (with the exception of deliverables due at the beginning of the project where this lead time is not possible, or where draft delivery date is explicitly specified). Draft versions of a deliverable shall comply with the minimum deliverable quality criteria listed in Section 2.8.4.

2.8.3 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 2.8.1 Deliverable Descriptions/Acceptance Criteria.

The TO Manager shall review a final deliverable to determine compliance with the acceptance criteria as defined for that deliverable. The TO Manager is responsible for coordinating comments and input from various team members and stakeholders. The TO Manager is responsible for providing clear guidance and direction to the TO Contractor in the event of divergent feedback from various team members.

In the event of rejection of a deliverable, the TO Manager will formally communicate in writing any deliverable deficiencies or non-conformities to the TO Contractor, describing in those deficiencies what shall be corrected prior to acceptance of the deliverable in sufficient detail for the TO Contractor to address the deficiencies. The TO Contractor shall correct deficiencies and resubmit the corrected deliverable for acceptance within the agreed-upon time period for correction.

At the TO Manager's discretion, subsequent project tasks may not continue until deliverable deficiencies 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.

2.8.4 MINIMUM DELIVERABLE QUALITY

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

Each deliverable shall meet the following minimum acceptance criteria:

- A) Be presented in a format appropriate for the subject matter and depth of discussion.
- B) Be organized in a manner that presents a logical flow of the deliverable's content.
- C) Represent factual information reasonably expected to have been known at the time of submittal.
- D) In each section of the deliverable, include only information relevant to that section of the deliverable.
- E) Contain content and presentation consistent with industry best practices in terms of deliverable completeness, clarity, and quality.
- F) Meets the acceptance criteria applicable to that deliverable, including any State policies, functional or non-functional requirements, or industry standards.
- G) Contains no structural errors such as poor grammar, misspellings or incorrect punctuation.

A draft written deliverable may contain limited structural errors such as incorrect punctuation, and shall represent a significant level of completeness toward the associated final written deliverable. The draft written deliverable shall otherwise comply with minimum deliverable quality criteria above.

2.9 MINIMUM QUALIFICATIONS

2.9.1 OFFEROR'S COMPANY MINIMUM QUALIFICATIONS

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

Only Master Contractor qualifications may be used to demonstrate meeting company minimum qualifications.

The Master Contractor's proposal shall demonstrate meeting the following minimum requirements:

- The Master Contractor shall have at least ten (10) years of experience performing maintenance support on IBM mainframe-related equipment.
- The Master Contractor shall demonstrate experience providing 24 hours per day, 7 days per week, 365 days per year maintenance services on IBM mainframe-related equipment.

2.9.2 OFFEROR'S PERSONNEL MINIMUM QUALIFICATIONS

The Master Contractor shall propose two (2) personnel in response to this TORFP to demonstrate meeting minimum qualifications.

- Each proposed individual shall have at least five (5) years of experience performing maintenance support on IBM mainframe-related equipment.

2.10 RETAINAGE

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

2.11 INVOICING

Invoicing shall be submitted monthly. Invoicing shall be accompanied by signed notice(s) of acceptance (DPAF) for all invoices submitted for payment. Payment of invoices will be withheld if a signed Acceptance of Deliverable Form (Attachment 9) is not submitted.

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

2.11.1 INVOICE FORMAT

2.11.1.1 A proper invoice shall identify DPSCS/ITCD, associated TO Agreement number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number.

2.11.1.2 The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees, DPAF) submitted for payment to DPSCS/ITCD at the following address:

DPSCS/ITCD6776 Reisterstown Road, Suite 211Baltimore, Maryland 21215Attention:
Finance Unit

2.11.1.3 Proper 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 WORK ORDER PROCESS

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

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

3.2 SUBMISSION

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

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

- Subject line “CATS+ TORFP # Q00B5400004 Technical” plus the Master Contractor Name
- One attachment labeled “TORFP Q00B5400004 Technical - Attachments” containing all Technical Proposal Attachments (see Section 3.3 below), signed and in PDF format.
- One attachment labeled “TORFP Q00B5400004 Technical – Proposal” in Microsoft Word format (2007 or later).

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

- Subject line “CATS+ TORFP # Q00B5400004 Financial” plus the Master Contractor Name
- One attachment labeled “TORFP Q00B5400004 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 2 – MBE forms D-1 and D-2 –Signed PDF
- Attachment 4 – Conflict of Interest Affidavit and Disclosure - Signed PDF
- Attachment 5 Personnel Resume Form - Signed PDF
- Attachment 13 – Living Wage Affidavit of Agreement - Signed PDF
- Attachment 14 – Mercury Affidavit – Signed PDF
- Attachment 16 - Certification Regarding Investments in Iran - Signed PDF

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

- Attachment 1 Price Sheet – Signed PDF

3.4 TO PROPOSAL FORMAT

A TO Proposal shall contain the following sections in order:

3.4.1 TO TECHNICAL PROPOSAL

A) Proposed Services

- 1) Executive Summary: A one-page summary describing the Offeror’s understanding of the TORFP scope of work (Section 2) and proposed solution.
- 2) Proposed Solution: A more detailed description of the Offeror’s understanding of the TORFP scope of work, proposed methodology and solution. The proposed solution shall be organized to exactly match the requirements outlined in Section 2.
- 3) Assumptions: A description of any assumptions formed by the Offeror in developing the Technical Proposal. Offerors should avoid assumptions that counter or constitute exceptions to TORFP terms and conditions.
- 4) Tools the TO Master Contractor owns and proposes for use to meet any requirements in Section 2.

B) Compliance with Offeror’s Company Minimum Qualifications

Offerors will complete the following table to demonstrate compliance with the Offeror’s Company Minimum Requirements in Section 2.9.1.

Reference	Offeror Company Minimum Requirement	Evidence of Compliance
2.9.1.1	The TO Contractor’s shall have at least ten (10) recent years performing similar services.	Offeror documents evidence of compliance here.
2.9.1.2	The TO Contractor demonstrate experience providing 24 hours per day, 7 day per week, 365 days per year maintenance services on equipment	Offeror documents evidence of compliance here.

C) Proposed Personnel and TORFP Staffing

Master Contractors shall propose **exactly two (2)** personnel in response to this TORFP.

- 1) Complete and provide for each proposed resource Attachment 5A Minimum Qualifications Summary and Attachment 5B Personnel Resume Form.
- 2) Provide evidence proposed personnel possess the required certifications in accordance with Section 2.9.2 Offeror’s Personnel Minimum Qualifications. Also provide

- 3) Provide three (3) references per proposed personnel containing the information listed in **Attachment 5**.
 - 4) Provide a Staffing Management Plan that demonstrates how the Offeror will provide resources in addition to the personnel requested in this TORFP, and how the TO Contractor Personnel shall be managed. Include:
 - a) Planned team composition by role (**Important! Identify specific names and provide history only for the proposed resources required for evaluation of this TORFP**).
 - b) Process and proposed lead time for locating and bringing on board resources that meet TO needs
 - c) Supporting descriptions for all labor categories proposed in response to this TORFP
 - d) Description of approach for quickly substituting qualified personnel after start of TO
 - 5) Provide the names and titles of the Offeror's management staff who will supervise the personnel and quality of services rendered under this TO Agreement.
- B) MBE, SBE Participation and VSBE Participation
Submit completed MBE documents D-1 and D-2.
- C) Subcontractors
Identify all proposed subcontractors, including MBEs, and their roles in the performance of Section 2 - Scope of Work.
- D) Overall Offeror team organizational chart
Provide an overall team organizational chart with all team resources available to fulfill the TO scope of work.
- E) Master Contractor and Subcontractor Experience and Capabilities
- 1) Provide up to three examples of engagements or contracts the Master Contractor or subcontractor, if applicable, has completed that were similar to Section 2 - Scope of Work. Include contact information for each client organization complete with the following:
 - 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 engagement or contract.
 - e) Current Master Contractor team personnel who participated on the engagement.
 - f) If the Master Contractor is no longer providing the services, explain why not.
 - 2) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any entity of the State of Maryland.

For each identified contract, the Master Contractor shall provide the following (if not already provided in sub paragraph 1 above):

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

Note - State of Maryland experience can be included as part of Section 2 above as engagement or contract experience. State of Maryland experience is neither required nor given more weight in proposal evaluations.

F) State Assistance

Provide an estimate of expectation concerning participation by State personnel.

G) Confidentiality

A Master Contractor should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. Master 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.

H) Proposed Facility

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

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 Sheet);
- B) Attachment 1– Price Sheet, completed in .PDF format. Prices shall be valid for 120 days.

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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 DPSCS/ITCD will consider all information submitted in accordance with Section 3.

4.2 TO PROPOSAL EVALUATION CRITERIA

The following are technical criteria for evaluating a TO Proposal in descending order of importance. Failure to meet the minimum company personnel qualifications shall render a proposal not reasonably susceptible for award:

- A) The overall experience, capability and references for the Master Contractor as described in the Master Contractor's TO Technical Proposal.
- B) The Master Contractor's overall understanding of the TORFP Scope of Work – Section 2. Level of understanding will be determined by the quality and accuracy of the technical proposal in adherence to Section 3.4.
- C) The capability of the proposed resources to perform the required tasks and produce the required deliverables in the TORFP Scope of Work – Section 2. Capability will be determined from each proposed individual's resume, reference checks.
- D) The ability for the Master Contractor to meet staffing expectations relative to supplying additional personnel for this TORFP meeting qualifications in Section 2.9.
- E) Demonstration of how the Master Contractor plans to staff the task order at the levels set forth in Section 2.1 and also for potential future resource requests.

4.3 SELECTION PROCEDURES

- A) TO Proposals will be assessed throughout the evaluation process for compliance with the minimum qualifications listed in Section 2 of this TORFP, and quality of responses to Section 3.4.1 TO Technical Proposal.
- B) For TO Proposals deemed technically qualified, the associated TO Financial Proposal will be opened. All others will be deemed not reasonably susceptible for award and the TO Procurement Officer will notify the Master Contractor it has not been selected to perform the work.
- C) Qualified TO Financial Proposal responses will be reviewed and ranked from lowest to highest price proposed.
- D) The most advantageous TO Proposal considering both the technical and financial submissions shall be selected for TO award. In making this selection, since the services being solicited directly or indirectly serve and support law enforcement operations, the ability of the TO Contractor to execute the tasks described in the Statement of Work is critically important. Therefore, technical merit shall carry greater weight than price in evaluating the TO Proposals for award.
- E) All Master Contractors submitting a TO Proposal shall receive written notice from the TO Procurement Officer identifying the awardee.

4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

Commencement of work in response to a TO Agreement shall be initiated only upon issuance of a fully executed TO Agreement, a Non-Disclosure Agreement (TO Contractor), a Purchase Order, and by a Notice to Proceed authorized by the TO Procurement Officer. See Attachment 7 - Notice to Proceed (sample). The TO Contractor shall submit a Criminal Background Check Affidavit (Attachment 19) for all assigned personnel prior to commencement of work.

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LIST OF ATTACHMENTS

Attachment Label	Attachment Name	Applicable to this TORFP?	Submit with Proposal?* (Submit, Do Not Submit, N/A)
Attachment 1	Price Sheet	Applicable	Submit with TO Financial Proposal
Attachment 2	Minority Business Enterprise Participation (Attachments D-1 – D-7)	Applicable	Submit Forms D-1 and D-2 with Proposal
Attachment 3	Task Order Agreement (TO Agreement)	Applicable	Do Not Submit with Proposal
Attachment 4	Conflict of Interest Affidavit and Disclosure	Applicable	Submit with TO Technical Proposal
Attachment 5	Labor Classification Personnel Resume Summary	Applicable	Submit with TO Technical Proposal
Attachment 6	Pre-Proposal Conference Directions	Applicable	Do Not Submit with Proposal
Attachment 7	Notice to Proceed (Sample)	Applicable	Do Not Submit with Proposal
Attachment 9	Agency Deliverable Product Acceptance Form (DPAF)	Applicable	Do Not Submit with Proposal
Attachment 10	Non-Disclosure Agreement (Offeror)	Applicable	Do Not Submit with Proposal
Attachment 11	Non-Disclosure Agreement (TO Contractor)	Applicable	Do Not Submit with Proposal
Attachment 12	TO Contractor Self-Reporting Checklist	Applicable	Do Not Submit with Proposal
Attachment 13	Living Wage Affidavit of Agreement	Applicable	Submit with TO Technical Proposal
Attachment 14	Mercury Affidavit	Applicable	Submit with TO Technical Proposal
Attachment 15	Veteran Owned Small Business Enterprise Utilization Affidavit	Not Applicable	N/A
Attachment 16	Certification Regarding Investments in Iran	Applicable	Submit with TO Technical Proposal
Attachment 17	Sample Work Order	Not Applicable	Do Not Submit with Proposal
Attachment 18	Performance Evaluation Form	Applicable	Do Not Submit with Proposal
Attachment 19	Criminal Background Check Affidavit	Applicable	Do Not Submit with Proposal

*if not specified in submission instructions, any attachment submitted with response shall be in PDF format and signed

ATTACHMENT 1 PRICE SHEET (FIXED MONTHLY PRICE) FOR CATS+ TORFP # Q00B5400004

Identification	Deliverable	Extended Price
Year 1		
	Annual Mainframe Maintenance Services (\$ _____ per month x 12)	\$
2.8.1.1.1	Monthly Status Report for each resource	NOT PRICED SEPARATELY
2.8.1.1.2	Communication Plan	\$
2.8.1.1.3	Preventative Maintenance Schedule	\$
2.8.1.1.4	Documented Process and Procedure for all Equipment Maintenance	\$
Year 2		
	Annual Mainframe Maintenance Services (\$ _____ per month x 12)	\$
2.8.1.1.1	Monthly Status Report for each resource	NOT PRICED SEPARATELY
Option Year 1		
	Annual Mainframe Maintenance Services (\$ _____ per month x 12)	\$
2.8.1.1.1	Monthly Status Report for each resource	NOT PRICED SEPARATELY
Total Evaluated Price		

Authorized Individual Name

Title

Signature

ATTACHMENT 2 MINORITY BUSINESS ENTERPRISE FORMS**TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING REQUIREMENTS**

CATS+ TORFP # Q00B5400004

If, after reading these instructions, you have additional questions or need further clarification, please contact the TO Manager immediately.

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

ATTACHMENT 2 D-1 MDOT CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT

This form and Form D-2 **MUST BE** included with the bid or offer for any TORFP with an MBE goal greater than 0%. If the Bidder or Offeror fails to complete and submit this form with the bid or offer as required, the procurement officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

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

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

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

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

OR

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

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

3. In the solicitation of subcontract quotations or offers, MBE subcontractors were provided not less than the same information and amount of time to respond as were non-MBE subcontractors.
4. Set forth below are the (i) certified MBEs I intend to use and (ii) the percentage of the total contract amount allocated to each MBE for this project and the items of work each MBE will provide under the contract. I hereby affirm that the MBE firms are only providing those items of work for which they are MDOT certified.

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

Bidder/Offeror Name
(please print or type)

Signature of Affiant

Name: _____

Title: _____

Date: _____

ATTACHMENT 2 D-2 MBE PARTICIPATION SCHEDULE

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

List Information For Each Certified MBE Subcontractor On This Project

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

Continue on a separate page, if needed.

Summary

Total African-American MBE Participation: _____%

Total Asian American MBE Participation: _____%

Total Hispanic American MBE Participation: _____%

Total Woman-Owned MBE Participation: _____%

Total Other Participation: _____%

Total All MBE Participation: _____%

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

 Bidder/Offeror Name
 (please print or type)

 Signature of Affiant

Name: _____

Title: _____

Date: _____

SUBMIT AS INSTRUCTED IN TORFP

**ATTACHMENT 2 D-4 MBE SUBCONTRACTOR PROJECT PARTICIPATION
CERTIFICATION**

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

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

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

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

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

Prime Contractor Signature

By: _____
 Name, Title
 Date

Subcontractor Signature

By: _____
 Name, Title
 Date

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

Maryland Department of Information Technology
 Minority Business Enterprise Participation
 Prime Contractor Paid/Unpaid MBE Invoice Report

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

Prime Contractor:		Contact Person:																																											
Address:																																													
City:		State:	ZIP:																																										
Phone:	FAX: Email:																																												
Subcontractor Name:		Contact Person:																																											
Phone:	FAX:																																												
Subcontractor Services Provided:																																													
List all payments made to MBE subcontractor named above during this reporting period: <table border="0"> <tr> <td></td> <td align="center">Invoice#</td> <td align="center">Amount</td> </tr> <tr> <td>1.</td> <td></td> <td></td> </tr> <tr> <td>2.</td> <td></td> <td></td> </tr> <tr> <td>3.</td> <td></td> <td></td> </tr> <tr> <td>4.</td> <td></td> <td></td> </tr> <tr> <td colspan="3">Total Dollars Paid:</td> </tr> <tr> <td colspan="3">\$ _____</td> </tr> </table>			Invoice#	Amount	1.			2.			3.			4.			Total Dollars Paid:			\$ _____			List dates and amounts of any outstanding invoices: <table border="0"> <tr> <td></td> <td align="center">Invoice #</td> <td align="center">Amount</td> </tr> <tr> <td>1.</td> <td></td> <td></td> </tr> <tr> <td>2.</td> <td></td> <td></td> </tr> <tr> <td>3.</td> <td></td> <td></td> </tr> <tr> <td>4.</td> <td></td> <td></td> </tr> <tr> <td colspan="3">Total Dollars Unpaid:</td> </tr> <tr> <td colspan="3">\$ _____</td> </tr> </table>			Invoice #	Amount	1.			2.			3.			4.			Total Dollars Unpaid:			\$ _____		
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3.																																													
4.																																													
Total Dollars Unpaid:																																													
\$ _____																																													
**If more than one MBE subcontractor is used for this contract, you must use separate D-5 forms. **Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred):																																													
Moses Walker, CPM, TO Manager Dept. of Public Safety and Correctional Services Information Technology & Communications Division 1201 Reisterstown Road, Bldg. F Pikesville, MD 21208 410-585-2909 mwalker@dpscs.state.md.us		Marvin E. Ostroff, MBE Liaison Dept. of Public Safety and Correctional Services 6776 Reisterstown road, Suite 211 Baltimore, MD 21215 410-585-3162 meostroff@dpscs.state.md.us																																											

This form must be completed by MBE subcontractor

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

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

MBE Subcontractor Name:		
MDOT Certification #:		
Contact Person:	Email:	
Address:		
City:	State:	ZIP:
Phone:	FAX:	
Subcontractor Services Provided:		
List all payments received from Prime Contractor during reporting period indicated above.		List dates and amounts of any unpaid invoices over 30 days old.
Invoice Amount	Date	Invoice Amount Date
1.		1.
2.		2.
3.		3.
4.		4.
Total Dollars Paid: \$ _____		Total Dollars Unpaid: \$ _____
Prime Contractor:		Contact Person:
**Return one copy of this form to the following address (electronic copy with signature & date is preferred):		
Moses Walker, CPM, TO Manager Dept. of Public Safety and Correctional Services Information Technology & Communications Division 1201 Reisterstown Road, Bldg. F Pikesville, MD 21208 410-585-2909 mwalker@dpscs.state.md.us		Marvin E. Ostroff, MBE Liaison Dept. of Public Safety and Correctional Services 6776 Reisterstown road, Suite 211 Baltimore, MD 21215 410-585-3162 meostroff@dpscs.state.md.us

Signature: _____ Date: _____
 (Required)

ATTACHMENT 2 CODE OF MARYLAND REGULATIONS (COMAR)

Title 21, State Procurement Regulations

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

COMAR 21.11.03.11 - Waiver.

- A. If, for any reason, the apparent successful bidder or offeror is unable to achieve the contract goal for certified MBE participation, the bidder or offeror may request, in writing, a waiver to include the following:
- 1) A detailed statement of the efforts made to select portions of the work proposed to be performed by certified MBEs in order to increase the likelihood of achieving the stated goal;
 - 2) A detailed statement of the efforts made to contact and negotiate with certified MBEs including:
 - a) The names, addresses, dates, and telephone numbers of certified MBEs contacted, and
 - b) A description of the information provided to certified MBEs regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed;
 - 3) As to each certified MBE that placed a subcontract quotation or offer that the apparent successful bidder or offeror considers not to be acceptable, a detailed statement of the reasons for this conclusion;
 - 4) A list of minority subcontractors found to be unavailable. This list should be accompanied by an MBE unavailability certification (MBE Attachment D7) signed by the minority business enterprise, or a statement from the apparent successful bidder or offeror that the minority business refused to give the written certification: and
 - 5) The record of the apparent successful bidder or offeror's compliance with the outreach efforts required under Regulation .09B(2)(b).

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

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

- B. A waiver of a certified MBE contract goal may be granted only upon reasonable demonstration by the bidder or offeror that certified MBE participation was unable to be obtained or was unable to be obtained at a reasonable price and if the agency head or designee determines that the public interest is served by a waiver. In making a determination under this section, the agency head or designee may consider engineering estimates, catalogue prices, general market availability, and availability of certified MBEs in the area in which the work is to be performed, other bids or offers and subcontract bids or offers substantiating significant variances between certified MBE and non-MBE cost of participation, and their impact on the overall cost of the contract to the State and any other relevant factor.

- C. An agency head may waive any of the provisions of Regulations .09-.10 for a sole source, expedited, or emergency procurement in which the public interest cannot reasonably accommodate use of those procedures.
- D. When a waiver is granted, except waivers under Section C, one copy of the waiver determination and the reasons for the determination shall be kept by the MBE Liaison Officer with another copy forwarded to the Office of Minority Affairs.

ATTACHMENT 2 MBE D-7 MINORITY CONTRACTOR UNAVAILABILITY CERTIFICATE

Section I (to be completed by PRIME CONTRACTOR)

I hereby certify that the firm of _____

(Name of Prime Contractor)

located at _____

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

on _____ contacted certified minority business enterprise, _____

(Date) (Name of Minority Business) ,

located at _____ ,

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

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

List below the type of work/ service requested:

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

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

(Name) (Title)

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

(Signature) (Date)

Note: Certified minority business enterprise must complete Section II

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

I hereby certify that the firm of _____ MBE Cert #

(Name of MBE Firm)

located at _____

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

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

(Date)

by: _____

(Prime Contractor's Name) (Prime Contractor's Official's Name) (Title)

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

(Name) (Title) (Phone)

(Signature) (Fax Number)

ATTACHMENT 3 TASK ORDER AGREEMENT

CATS+ TORFP# Q00B540004 OF MASTER CONTRACT #060B2490023

This Task Order Agreement (“TO Agreement”) is made this **day** of **Month**, 20**XX** by and between **[REDACTED]** (TO Contractor) and the STATE OF MARYLAND, DPSCS/ITCD.

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 DPSCS/ITCD, as identified in the CATS+ TORFP # Q00B5400004.
 - b) “CATS+ TORFP” means the Task Order Request for Proposals # Q00B5400004, 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 Arthur E. Petersen, Jr. . 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 DPSCS/ITCD and TO Contractor.
 - f) “TO Contractor” means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is **[REDACTED]**.
 - g) “TO Manager” means Moses Walker 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 Proposal – Technical and TO Proposal – Financial.
2. Scope of Work
 - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or super-cede the Master Contract.
 - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS+ TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
 - a) The TO Agreement,
 - b) Exhibit A – CATS+ TORFP
 - c) Exhibit B – TO Technical Proposal
 - d) Exhibit C – TO Financial Proposal

- 2.3 The TO Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the TO Agreement. No other order, statement or conduct of the TO Procurement Officer or any other person shall be treated as a change or entitle the TO Contractor to an equitable adjustment under this Section. Except as otherwise provided in this TO Agreement, if any change under this Section causes an increase or decrease in the TO Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the TO Agreement price shall be made and the TO Agreement modified in writing accordingly. The TO Contractor must assert in writing its right to an adjustment under this Section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the TO Contractor shall be allowed if asserted after final payment under this TO Agreement. Failure to agree to an adjustment under this Section shall be a dispute under the Disputes clause of the Master Contract. Nothing in this Section shall excuse the TO Contractor from proceeding with the TO Agreement as changed.
3. Time for Performance
- Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS+ TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of two (2) years, commencing on the date of Notice to Proceed and terminating on December 31, 2017. At the sole option of the State, this TO Agreement may be extended for one (1) one-year period for a total TO Agreement period ending on December 31, 2018.
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 \$ [REDACTED]. 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 a proper 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 [REDACTED]. 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, DPSCS/ITCD

By: Arthur E. Petersen, Jr., TO Procurement Officer

Date

Witness: _____

Approved for form and legal sufficiency this _____ day of _____ 20__.

Assistant Attorney General

ATTACHMENT 4- CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

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

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

Date: _____ By: _____
(Authorized Representative and Affiant)

**ATTACHMENT 5- LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY
(INSTRUCTIONS)**

- 1) For this TORFP,
 - a) Master Contractors shall comply with all personnel requirements defined under the Master Contract RFP 060B2490023.
 - b) Master Contractors shall propose **the resource that best fits the specified CATS+ Labor Category**. A Master Contractor may only propose against labor categories in the Master Contractor’s CATS+ Master Contract Financial Proposal.
 - c) A Master Contractor’s entire TO Technical Proposal will be deemed not susceptible for award if any of the following occurs:
 - i) Failure to follow these instructions.
 - ii) Failure to propose a resource for each job title or labor category identified in the TORFP as a required submission.
 - iii) Failure of any proposed resource to meet minimum requirements as listed in this TORFP and in the CATS+ Master Contract.
 - iv) Placing content on the Minimum Qualifications Summary that is not also on the Personnel Resume Form. *The function of the Minimum Qualifications Summary is to aid the agency to make a minimum qualification determination. Information on the Minimum Qualification Summary must correspond with information on the Personnel Resume form and shall not contain additional content not found on the other form.*
 - v) A resource proposed in response to this TORFP is not available as of TO award. Substitutions prior to award are considered alternate proposals and will not be allowed.
 - d) Complete and sign **Personnel Resume Form** (Attachment 5) for each resource proposed. Alternate resume formats are not allowed.

The **Personnel Resume Form** provides resumes in a standard format. Additional information may be attached to each Personnel Resume Summary if it aids a full and complete understanding of the individual proposed.

ATTACHMENT 5 – PERSONNEL RESUME FORM

CATS+ TORFP # Q00B5400004

Instructions: Submit one resume form for each resource proposed. Do not submit other resume formats. Fill out each box as instructed. Failure to follow the instructions on the instructions page and in TORFP may result in the TO Proposal being considered not susceptible for award.

Resource Name:	
Master Contractor:	<insert Master Contractor name> Sub-Contractor (if applicable):
Proposed CATS+ Labor Category:	<proposed by Master Contractor >

Job Title (As listed in TORFP): <as described in this TORFP>

Education / Training (start with most recent degree / certificate)

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

Relevant Work Experience*

Describe work experience relevant to the Duties / Responsibilities and Minimum Qualifications described in Section 2 of the TORFP. Start with the most recent experience first; do not include experience not relevant to the scope of this TORFP; use [Employment History](#) below for full employment history. Enter dates as MM/YY – MM/YY. Add lines as needed.

[Organization] [Title / Role] [Period of Employment / Work (MM/YY – MM/YY)] [Location] [Contact Person (Optional if current employer)] [Technologies Used]	Description of Work (recommended: organize work descriptions to address minimum qualifications and other requirements)
[Organization] [Title / Role] [Period of Employment / Work MM/YY – MM/YY] [Location] [Contact Person] [Technologies Used]	Description of Work (recommended: organize work descriptions to address minimum qualifications and other requirements)

*Fill out each box. Do not enter “see resume” as a response.

A) References for Proposed Resource (if requested in the TORFP)

List persons the State may contact as employment references. Add lines as needed.

Reference Number:	1
Date From:	<mm/yy>
Date To:	<mm/yy>
Organization Name:	<insert organization name>
Contact Name:	<insert contact>
Contact Phone:	<insert phone>
Contact e-mail:	<insert e-mail>
Details:	<insert details>

The information provided on this form for this labor class is true and correct to the best of my knowledge (Signatures must be included):

Master Contractor Representative:

Signature Date

Proposed Individual:

Signature Date

Instruction: Sign each form.

ATTACHMENT 6- PRE-PROPOSAL CONFERENCE DIRECTIONS**DIRECTIONS TO PRE-PROPOSAL CONFERENCE**

Department of Public Safety and Correctional Services (DPSCS)
Information Technology and Communications Division (ITCD)
6776 Reisterstown Road, Room 200
Baltimore, MD 21215

10:00 A.M., **October 14, 2014**

From points North of Baltimore: Take I-95 S to Take I-695 W (Towson) exit on right. Take Exit 20 (MD-140, Reisterstown Rd, Pikesville, Garrison) on right. Take MD-140 S (Pikesville) ramp on left. Continue onto MD-140 E (Reisterstown Rd) for 2.3 miles. Make a right at Brookhill Road (light after Exxon Gas Station). Make the first left into the Plaza. Make the first right to enter through the North Tower.

From points South of Baltimore: MD-295 N or I-95 N towards Baltimore. Take I-695 N (Towson) exit on right. Take Exit 18A (MD-26 E, Liberty Rd, Lochearn) on right. Bear right onto MD-26 E (Liberty Rd). Travel 1.2 miles. Turn left onto Patterson Avenue. After you cross Wabash and the railroad tracks, the Plaza will be on your left. Make a left at the stoplight to enter the rear of the Plaza. Proceed to the end of the Plaza and turn right. The North Tower entrance is on your right opposite Applebee's.

From the Eastern Shore: Take US-50 W to Annapolis exiting on the right onto I-97. Remain on I-97 to I-695 W, Baltimore, Towson on right. Take Exit 18A (MD-26 E, Liberty Rd, Lochearn) on right. Bear right onto MD-26 E (Liberty Rd). Travel 1.2 miles. Turn left onto Patterson Avenue. After you cross Wabash Ave. and the railroad tracks, the Plaza will be on your left. Make a left at the stoplight to enter the rear of the Plaza. Proceed to the end of the Plaza and turn right. The North Tower entrance is on your right opposite Applebee's.

From points West of Baltimore: Take I-70 East to Exit 91B-A (I-695, I-95 N, I-95 S, New York, Towson, Baltimore, Glen Burnie) on right. Take I-695 N (Baltimore Beltway Inner Loop) ramp. Take Exit 18A (MD-26 E, Liberty Rd, Lochearn) on right. Bear right onto MD-26 E (Liberty Rd). Travel 1.2 miles. Turn left onto Patterson Avenue. After you cross Wabash and the railroad tracks, the Plaza will be on your left. Make a left at the stoplight to enter the rear of the Plaza. Proceed to the end of the Plaza and turn right. The North Tower entrance is on your right opposite Applebee's.

PARKING: The DPSCS is located at the Reisterstown Road Plaza opposite Applebee's. Ample parking is available. **Regardless of where you park you shall only enter through the North Tower entrance opposite Applebee's. You will sign in at the security desk and the guard will either provide you with directions to the conference room or ask you to wait until someone comes to get you.**



ATTACHMENT 7- NOTICE TO PROCEED (SAMPLE)

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS+ TO Project Number (TORFP #): Q00B540004

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. Mr. Moses Walker of DPSCS/ITCD will serve as the TO Manager and your contact person on this Task Order. He can be reached at telephone 410-585-2909.

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

Sincerely,

Arthur E. Petersen, Jr.

Task Order Procurement Officer

Enclosures (2)

cc: Moses Walker

Procurement Liaison Office, Department of Information Technology

Project Oversight Office, Department of Information Technology

ATTACHMENT 8 - AGENCY RECEIPT OF DELIVERABLE FORM

THIS ATTACHMENT DOES NOT APPLY

ATTACHMENT 9 - AGENCY DELIVERABLE PRODUCT ACCEPTANCE FORM

Agency Name: DPSCS/ITCD

TORFP Title: Mainframe Equipment Maintenance

TO Manager: Moses Walker, 410-585-2909

To:

The following deliverable, as required by TO Project Number (TORFP #): #Q00B5400004 has been received and reviewed in accordance with the TORFP.

Title of deliverable: _____

TORFP Contract Reference Number: Section # _____

Deliverable Reference ID # _____

This deliverable:

Is accepted as delivered.

Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

TO Manager Signature

Date Signed

ATTACHMENT 10 - NON-DISCLOSURE AGREEMENT (OFFEROR)

This Non-Disclosure Agreement (the "Agreement") is made this [redacted] day of [redacted] 20[redacted], by and between [redacted] (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 # Q00B540004 for Mainframe Equipment Maintenance. 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 [redacted]. 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 Arthur E. Petersen, Jr. , DPSCS/ITCD on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR'S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.
8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

OFFEROR: _____ BY: _____
 NAME: _____ TITLE: _____
 ADDRESS: _____

ATTACHMENT 11 - NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made as of this ___ day of _____, 20__, by and between the State of Maryland ("the State"), acting by and through its DPSCS/ITCD (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 Mainframe Equipment Maintenance TORFP No. Q00B5400004 dated _____, (the “TORFP”) issued under the Consulting and Technical Services procurement issued by DPSCS, 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 DPSCS, all copies of the Confidential Information in its care, custody, control or possession upon request of DPSCS 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 Master Contract Agreement between the TO Contractor and the State.
 8. TO Contractor acknowledges that any failure by the TO Contractor or the TO Contractor’s Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the TO Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The TO Contractor consents to personal jurisdiction in the Maryland State Courts. The State’s rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages from the TO Contractor and the TO Contractor’s Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys’ fees and disbursements) that are attributable, in whole or in part to any failure by the TO Contractor or any of the TO Contractor’s Personnel to comply with the requirements of this Agreement, the TO Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
 9. TO Contractor and each of the TO Contractor’s Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement and the TO Contractor shall provide originals of such executed Agreements to the State.
 10. The parties further agree that:

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

The rights and obligations of the TO Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;

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

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

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

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

TO Contractor/TO Contractor’s Personnel:

DPSCS/ITCD:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**EXHIBIT A – FOR THE NONDISCLOSURE AGREEMENT (TO CONTRACTOR)
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)	

<p>C) Does each accepted substitution possess equivalent or better education, experience and qualifications than incumbent personnel? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)</p>
<p>Was the substitute approved by the agency in writing? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)</p>
<p>Section 4 – MBE Participation</p>
<p>A) What is the MBE goal as a percentage of the TO value? _____ % (If there is no MBE goal, skip to Section 5)</p>
<p>B) Are MBE reports D-5 and D-6 submitted monthly? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)</p>
<p>C) What is the actual MBE percentage to date? (divide the dollar amount paid to date to the MBE by the total amount paid to date on the TO) _____ % (Example - \$3,000 was paid to date to the MBE Subcontractor; \$10,000 was paid to date on the TO; the MBE percentage is 30% (3,000 ÷ 10,000 = 0.30))</p>
<p>Is this consistent with the planned MBE percentage at this stage of the project? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)</p>
<p>Has the Master Contractor expressed difficulty with meeting the MBE goal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If yes, explain the circumstances and any planned corrective actions)</p>
<p>Section 5 – TO Change Management</p>
<p>A) Is there a written change management procedure applicable to this TO? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)</p>
<p>B) Does the change management procedure include the following? Yes <input type="checkbox"/> No <input type="checkbox"/> Sections for change description, justification, and sign-off Yes <input type="checkbox"/> No <input type="checkbox"/> Sections for impact on cost, scope, schedule, risk and quality (i.e., the impact of change on satisfying TO requirements) Yes <input type="checkbox"/> No <input type="checkbox"/> A formal group charged with reviewing / approving / declining changes (e.g., change control board, steering committee, or management team)</p>
<p>C) Have any change orders been executed? Yes <input type="checkbox"/> No <input type="checkbox"/> (If yes, explain expected or actual impact on TO cost, scope, schedule, risk and quality)</p>
<p>D) Is the change management procedure being followed? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)</p>

SUBMIT AS INSTRUCTED IN TORFP.

ATTACHMENT 13 - LIVING WAGE AFFIDAVIT OF AGREEMENT

Contract No.
 Q00B5400004 _____
 Name of Contractor _____
 Address _____
 City _____ State _____ Zip Code _____

If the Contract is Exempt from the Living Wage Law

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

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

If the Contract is a Living Wage Contract

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

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

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

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

Name of Authorized Representative: _____

Signature of Authorized Representative _____

Date: _____ Title: _____

Witness Name (Typed or Printed): _____

Witness Signature and Date: _____

ATTACHMENT 14 – MERCURY AFFIDAVIT

AUTHORIZED REPRESENTATIVE THEREBY AFFIRM THAT:

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

MERCURY CONTENT INFORMATION:

The product(s) offered do not contain mercury.

OR

The product(s) offered do contain mercury.

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

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

(3) other states; and

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

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT

THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

_____ By: _____

Date

Signature

Print Name: _____

Authorized Representative and Affiant

**ATTACHMENT 15 -
VETERAN SMALL BUSINESS ENTERPRISE PARTICIPATION (VSBE) FOR
STATE OF MARYLAND**

The Veteran Small Business Enterprise Participation (VSBE) goal for this solicitation is 0%.

ATTACHMENT 16 - CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

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

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

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

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

CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

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

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____ Title: _____

Witness Name (Typed or Printed):

Witness Signature and Date:

ATTACHMENT 17 - SAMPLE WORK ORDER

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.

ATTACHMENT 18 - PERFORMANCE EVALUATION FORM

TORFP Title: Mainframe Equipment Maintenance

TORFP # Q00B5400004

Name of Contractor being evaluated: <insert name>

(The TO Contractor shall submit one Performance Evaluation Form for each employee as required)

Evaluation Month & Year:

Role (TORFP Section 2.6):

Labor Category:

TO Contractor Name:

TO Contractor Contact:

MSDE TO Manager:

DPSCS/ITCD: DPSCS/ITCD

PROJECT PERSONNEL PERFORMANCE RATING*

The information below shall be completed by the TO Manager or Designee and returned to the TO Contractor

Performance Area	Satisfactory	Unsatisfactory
Attendance and Timeliness		
Work Productivity		
Work Quality		
Teamwork		
Communication		
Customer Service		

*Project Personnel must maintain a “Satisfactory” rating for each performance area. The TO Contractor shall take action to address any unsatisfactory rating. At the TO Manager’s discretion, employee performance may be rejected and payment withheld pending employee performance mitigation or employee substitution.

Employee performance overall is accepted.

Employee performance overall is rejected (for reasons indicated below).

REASON(S) FOR UNSATISFACTORY EMPLOYEE PERFORMANCE RATING/S:

OTHER COMMENTS:

Signature of Evaluator

Date

Signature of TO Contractor

Date

ATTACHMENT 19 - CRIMINAL BACKGROUND CHECK AFFIDAVIT

AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

I hereby affirm that _____ (Master Contractor) _____ has complied with Section 2.4, Security Requirements of DPSCS of Information Technology’s Consulting Technical Services Master Contract Number 060B2490023 (CATS+) hereto as Exhibit A

I hereby affirm that the _____ (Master Contractor) _____ has provided _____ (Agency) _____ with a summary of the security clearance results for all of the candidates that will be working on Task Order _____ (Title and Number) _____ and all of these candidates have successfully passed all of the background checks required under Section 2.4.3.2 of the CATS + Master Contract. Master Contractors hereby agrees to provide security clearance results for any additional candidates at least seven (7) days prior to the date the candidate commences work on this Task Order.

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.

Master Contractor

Typed Name

Signature

Date