

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

DOCUMENT OUTPUT MANAGEMENT SYSTEM

CATS+ TORFP # E50B4400015



State Department of Assessments and Taxation (SDAT)

Issue Date: June 2, 2014

TABLE OF CONTENTS

KEY INFORMATION SUMMARY SHEET	5
SECTION 1 - ADMINISTRATIVE INFORMATION	6
1.1 TORFP SUBJECT TO CATS+ MASTER CONTRACT	6
1.2 ROLES AND RESPONSIBILITIES	6
1.3 TO AGREEMENT	7
1.4 TO PROPOSAL SUBMISSIONS	7
1.5 ORAL PRESENTATIONS	7
1.6 QUESTIONS	7
1.7 TO PRE-PROPOSAL CONFERENCE	7
1.8 CONFLICT OF INTEREST	8
1.9 LIMITATION OF LIABILITY	8
1.10 CHANGE ORDERS	8
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 AGREEMENT	9
1.15 LIVING WAGE	9
1.16 IRANIAN NON-INVESTMENT	9
1.17 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES	10
1.18 MERCURY AND PRODUCTS THAT CONTAIN MERCURY	10
1.19 PURCHASING AND RECYCLING ELECTRONIC PRODUCTS	10
SECTION 2 - SCOPE OF WORK	11
2.1 PURPOSE	11
2.2 REQUESTING AGENCY BACKGROUND	11
2.3 EXISTING SYSTEM DESCRIPTION	11
2.4 PROFESSIONAL DEVELOPMENT	14
2.5 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES	14
2.6 REQUIREMENTS	15
2.7 PERFORMANCE AND PERSONNEL	20
2.8 DELIVERABLES	22
2.9 MINIMUM QUALIFICATIONS	24
2.9 TO CONTRACTOR AND PERSONNEL OTHER REQUIREMENTS	24
2.10 TRANSITION PLAN	25
2.11 RETAINAGE	26
2.12 INVOICING	26
2.13 WORK ORDER REQUEST	26
SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS	
3.1 REQUIRED RESPONSE	29
3.2 SUBMISSION	29
3.3 SUMMARY OF ATTACHMENTS	29
3.4 PROPOSAL FORMAT	30

SECTION 4 - TASK ORDER AWARD PROCESS.....	34
4.1 OVERVIEW	34
4.2 TO PROPOSAL EVALUATION CRITERIA.....	34
4.3 SELECTION PROCEDURES.....	34
4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT	34
LIST OF ATTACHMENTS	35
ATTACHMENT 1 PRICE PROPOSAL.....	37
ATTACHMENT 1 PRICE PROPOSAL FORM.....	37
ATTACHMENT 2 MINORITY BUSINESS ENTERPRISE FORMS.....	40
ATTACHMENT 2 D-1 MDOT CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT...41	
ATTACHMENT 2 D-2 MBE PARTICIPATION SCHEDULE.....	42
ATTACHMENT 2 D-3 MBE OUTREACH EFFORTS COMPLIANCE STATEMENT	47
ATTACHMENT 2 D-4 MBE SUBCONTRACTOR PROJECT PARTICIPATION CERTIFICATION.....	48
ATTACHMENT 2 D-5 MBE PRIME CONTRACTOR PAID/UNPAID MBE INVOICE REPORT.....	49
ATTACHMENT 2 D-6 SUBCONTRACTOR PAID/UNPAID MBE INVOICE REPORT.....	50
ATTACHMENT 2 CODE OF MARYLAND REGULATIONS (COMAR).....	52
ATTACHMENT 2 MBE D-7 MINORITY CONTRACTOR UNAVAILABILITY CERTIFICATE	53
ATTACHMENT 3 TASK ORDER AGREEMENT.....	55
ATTACHMENT 4 CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE	58
ATTACHMENT 5 LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY	
(INSTRUCTIONS)	59
ATTACHMENT 5 FORM LC1 - LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY	
ATTACHMENT 5 FORM LC1 - LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY	
(CONTINUED).....	60
ATTACHMENT 6 PRE-PROPOSAL CONFERENCE DIRECTIONS.....	62
ATTACHMENT 7 NOTICE TO PROCEED (SAMPLE).....	63
ATTACHMENT 8 AGENCY RECEIPT OF DELIVERABLE FORM	64
ATTACHMENT 9 AGENCY DELIVERABLE PRODUCT ACCEPTANCE FORM.....	65
ATTACHMENT 10 NON-DISCLOSURE AGREEMENT (OFFEROR)	66
ATTACHMENT 11 NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)	68
ATTACHMENT 12 TO CONTRACTOR SELF-REPORTING CHECKLIST	72
ATTACHMENT 13 LIVING WAGE AFFIDAVIT OF AGREEMENT.....	74
ATTACHMENT 14 MERCURY AFFIDAVIT	76
ATTACHMENT 15 STATE OF MARYLAND VETERAN SMALL BUSINESS ENTERPRISE	
PARTICIPATION (VSBE).....	77
ATTACHMENT 16 CERTIFICATION REGARDING INVESTMENTS IN IRAN.....	78
ATTACHMENT 17 SAMPLE WORK ORDER.....	80

ATTACHMENT 18 PERFORMANCE EVALUATION FORM 81
ATTACHMENT 19 CRIMINAL BACKGROUND CHECK AFFIDAVIT 82

AGENCY SPECIFIC ATTACHMENTS.....83

ATTACHMENT A LIST OF ANNUAL BATCH JOBS
ATTACHMENT B DESCRIPTION OF SERVERS
ATTACHMENT C GRAPHICAL SERVER CONFIGURATIONS
ATTACHMENT D PRINTER DETAIL
ATTACHMENT E LISTING OF FORMS (On CD available upon request)
ATTACHMENT F MONTHLY SYSTEM REPORT SAMPLE
ATTACHMENT G CERTIFICATION
ATTACHMENT H SDAT IT SECURITY POLICY

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:	Document Output Management System
TO Project Number (TORFP #):	E50B4400015
Functional Area:	Functional Area 3 Electronic Document Management
TORFP Issue Date:	June 2, 2014
Questions Due Date and Time:	06/16/2014 at 10:00 AM Local Time
Closing Date and Time:	06/30/2014 at 10:00 AM Local Time
TORFP Requesting Agency:	State Department of Assessments Taxation (SDAT), Office of Information Technology (OIT)
Send Questions and TO Proposals to:	Terri L. Winston terri.winston@maryland.gov
TO Procurement Officer:	Terri L. Winston Office Phone Number: 410-767-1196 Office Fax Number: 410-333-5873
TO Manager:	LeAnn Reilly Office Phone Number: 410-767-8148 Office Fax Number: 410-333-7253 e-mail address: leann.reilly@maryland.gov
TO Type:	Fixed Price with optional Time and Materials with Work order process
Period of Performance:	Three (3) base years plus two (2) one-year options
MBE Goal:	2.5%
VSBE Goal:	0%
Small Business Reserve (SBR):	No
Primary Place of Performance:	SDAT 301 West Preston Street, Baltimore, MD 21201
TO Pre-proposal Conference:	300 West Preston St, Room 605, Baltimore, MD 21201 06/12/ 2014 at 9:30 AM Local Time See Attachment 6 for directions.

SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 TORFP SUBJECT TO CATS+ MASTER CONTRACT

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

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

1.2 ROLES AND RESPONSIBILITIES

Personnel roles and responsibilities under the TO:

- **TO Procurement Officer** – The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement.
- **TO Manager** - The TO Manager has the primary responsibility for the management of the work performed under the TO Agreement; 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 TO 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

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

1.6 QUESTIONS

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

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

1.7 TO PRE-PROPOSAL CONFERENCE

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

Seating at the 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 conference summary will be distributed via email to all Master Contractors known to have received a copy of this TORFP.

In order to assure adequate seating and other accommodations at the pre-proposal conference please email the TO Procurement Officer indicating your planned attendance no later than three (3) business days prior to the pre-proposal conference. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, please contact the TO Procurement Officer no later than five (5) business days prior to the pre-proposal conference. The SDAT 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 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 and other costs shall not be reimbursed.

1.12 MINORITY BUSINESS ENTERPRISE (MBE)

For MBE goal and sub-goal information, reference the Key Information Summary Sheet above.

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

1.12.1 MBE PARTICIPATION REPORTS

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

- A) Monthly reporting of MBE participation is required in accordance with the terms and conditions of the CATS+ Master Contract by the 15th day of each month.

- B) The TO Contractor shall provide a completed MBE Prime Contractor Paid/Unpaid MBE Invoice Report (Attachment 2, Form D-5) to SDAT the same time the invoice copy is sent.
- C) The TO Contractor shall ensure that each MBE subcontractor provides a completed Subcontractor Paid/Unpaid MBE Invoice Report (Attachment 2, Form D-6).
- D) Subcontractor reporting shall be sent directly from the subcontractor to the TO Requesting Agency. The TO Contractor shall email all completed forms, copies of invoices and checks paid to the MBE directly to the TO Manager.

1.13 VETERAN OWNED SMALL BUSINESS ENTERPRISE (VSBE)

For VSBE goal information, reference the Key Information Sheet above, representing the percentage of total fees paid for services under this TO. By submitting a response to this solicitation, the bidder or offeror agrees that this percentage of the total dollar amount of the contract will be performed by VSBEs.

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 Master Contractors to review at a reading room at SDAT's address. 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 a 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 adopted 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 SECTION IS NOT APPLICABLE TO THIS TORFP.

1.19 PURCHASING AND RECYCLING ELECTRONIC PRODUCTS

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

SECTION 2 - SCOPE OF WORK

2.1 PURPOSE

The SDAT is issuing this CATS+ TORFP to select one (1) Master Contractor in order to obtain an initial three (3) base year term with two (2) one-year options, to provide for on-going document output and management services to include:

- (1) operation of the Department's Print Center facility at 301 W. Preston Street, Baltimore, MD 21201;
- (2) forms software support and maintenance; and
- (3) forms design and consultant services.

2.2 REQUESTING AGENCY BACKGROUND

The Maryland Business Entity System (MBES) CICS/DB2 mainframe data system serves the needs of business and financial institutions in the State by providing a multitude of business registration and filing services that also encompasses a variety of forms and documents. The Real Property SQL data system serves the needs of taxpayers on a statewide basis and generates Real Property assessment notices, hearing notices, appeals and tax credit notices. The current TO Contractor is providing the following services: (1) Print remotely from the Annapolis Data Center, (2) Print from local SDAT networks, and (3) Maintain all existing MBES, Real Property and Tax Credit electronic forms that would be printed at the SDAT Print Outsourcing Center located at 301 W. Preston Street in Baltimore. The current TO Contractor is responsible for providing a total solution including a trained operator who operates the output system and is responsible for processing all documents printed at the SDAT Print Outsourcing Center. The current TO Contractor provides system software consulting support, forms design and development support, as well as assists SDAT with any required re-engineering of those business processes. The current TO Contractor also provides local MBES printing capability for the SDAT Headquarters' staff and walk-in customers at 301 West Preston Street, Baltimore, MD 21201.

With the current contract expiring in May, 2014, the Department is soliciting a Master Contractor to provide the above ongoing services, as well as the possible expansion of other forms and applications.

The Contract shall be Firm fixed-price as described in COMAR 21.06.03.02 with additional work authorized via the work order process as defined in this TORFP.

2.3 EXISTING SYSTEM DESCRIPTION

2.3.1 Current SDAT Print Center Location

State Office Complex, 301 W. Preston Street, Room 904, Baltimore, MD 21201
Approximately 270 sq. ft. operations area used to house production printer, forms, envelopes and supplies.

2.3.2 Current Processing Volumes

Current monthly workload: Approximately 50,000 -- 75,000 pages per month
Average Page Size: 8 ½ in. by 11 in.
Average Daily Volume: 2,400 pages

Volumes and Cycles Related to Annual Batch Jobs: Refer to Attachment A (List of Annual Batch Jobs)

2.3.3 Graphical Depiction of Current System Environment

Please refer to Attachment C for this information.

2.3.4 Narrative Detail of Current Printing System Environment

Data for the MBES is currently processed in one of two ways utilizing forms/queue management software (NearStar Data Server Listener version 6.0.34, and Elixir/Vitesse, Build 3.00 Software).

In terms of the current environment, SDAT currently has the ability to put a particular queue into a “held” state which stops all printing to the particular device. This is necessary in order to control the jobs at each queue and mitigate the risk that the queue could become backed up which, if left unchecked, could potentially bring down the Annapolis Data Center (ADC).

SDAT also currently has the ability to set certain jobs as priorities allowing them to flush through the queues ahead of other less important jobs. SDAT can move or redirect print jobs to other queues through the existing listening software. SDAT can also cancel print jobs through the existing listening software. All of the functions are performed at the administrator level with only a select group of SDAT staff having these capabilities.

Both data stream methods are detailed below:

A. For Documents printed locally at SDAT

Data—American Standard Code for Information Interchange (ASCII) and Extended Binary Coded Decimal Interchange Code (EBCDIC – IBM)—comes to SDAT from the ADC. ADC Mainframe is an IBM z10 Enterprise Server model BC 2098-E10 mainframe system running the IBM Z/OS 1.11 operating system (refer to Exhibit E – Forms Manual – on CD-ROM) located at the ADC. The data passes, via IP from the Network Maryland Fiber Backbone, to the NearStar servers at W. Preston Street. When the data is processed through the servers, the appropriate environment and forms information as defined in Elixir/Vitesse are wrapped around the data. At that point, Corporate Charter, Uniform Commercial Code and related Personal Property is sent to the MBES specified queue as specified by the individual user (refer to Attachment D for list of printers with assigned “T” numbers located throughout the 8th & 9th floors at 301 W. Preston St.). The specified queue number determines whether the print job is sent to an SDAT local printer or to the remote printer located in the SDAT Print Center. These specified queue numbers are assigned by the ADC and configured by SDAT programming staff via the ADC VPS System. These specified queue numbers are then configured inside NearStar with the specified configuration parameters by the current TO Contractor.

To further explain, below is an example of the process of printing locally at SDAT:

If a clerk/keyer is working on keying data to generate Personal Property Notices (SDAT Form Name ~PPNOTE), he/she would key the data into the MBES using a series of

internal screens. One of the screens would contain a field for the particular printer where the keyer wishes to send the notice for printing. Typically, the default for this type of work would be the Print Center queue (T892). During the entry of certain data into MBES, the employee does not override the default. Once all the necessary data for any given notice was completely entered, the job is sent to the Print Center for printing. However, if the notice is to be printed at the Xerox Printer closest to their physical location, the employee will override the default printer and instead enter a different "T" number to have the notice printed at the alternate queue.

In reference to the concept of "wrapping" the information around the data, the form name appears as the first line item in the actual data file for each form - in this example, PPNOTE. This form name is a "trigger" to NearStar for the type of letter that will be printed. Below is an excerpt from a PPNOTE data file:

```
$XLP ENV=PPNOTE
$XLP VAL=(DOCID,'0007602135');
DOCID0~0007602135
NOTDTE~05/11/2012
FLNGYR~07/01/2011
DEPTID~F00000000
REMK01~REMARK LINE 1
REMK02~REMARK LINE 2
REMK03~REMARK LINE 3
ADDR01~MAILING ADDRESS LINE 1
ADDR02~MAILING ADDRESS LINE 2
ADDR03~MAILING ADDRESS LINE 3
ADDR04~MAILING ADDRESS LINE 4
ADDR05~MAILING ADDRESS LINE 5
```

When NearStar performs data analysis on each data file and sees the form name, the necessary resources are then joined with the data file to create the finished product. This process is an automated function of NearStar software.

B. For Documents Printed Both On-Line and Batch at the SDAT Print Center

Data comes from the mainframe, passes through Network Maryland Fiber backbone to the NearStar Server. The environment and forms as defined in Elixir/Vitesse are wrapped with the environment and forms information around the data and then passed through the Sun Controller to the Xerox X700 ColorPress host document output system. The following is an example of the process of printing either on-line or batch jobs: Data files are created internally by SDAT via the ADC (for MBES) or via Assessment Administration Valuation System (AAVS) for Real Property. These files are then transmitted via file transfer protocol (ftp) to the NearStar server. The above process then plays out with the only difference being that the data file contains more than one record and produces multiple notices/letters.

2.3.5 Current Configurations of Servers

Refer to Attachment B for description of servers.

2.3.6 Current Printer Detail

Refer to Attachment D for information regarding the existing printers SDAT uses for this project.

2.3.7 Current Equipment

SDAT Print Center

(1) Xerox Model X700 ColorPress production printer with 13 GB hard drive used for document output system (*Leased via Department of General Services (DGS) statewide contract with Xerox Corporation*)

(1) Hasler M7000

(1) Hasler IM5000 Postage Machine

(Both are leased via the Department of General Services statewide contract with Shannon Business Systems)

Locally at SDAT—All of the following printers are owned and will be maintained by SDAT.

(2) Xerox Phaser 6700DT printers; (6) Xerox Phaser 5550 DN/DT printers; (2) Xerox Phaser 5500 DT printer; (1) Xerox Phaser 5400 DX printer; (See Attachment D)

The Print Center Operator will need to have a PC and monitor for use with day to day email, reports, etc. This PC and monitor are provided by the TO Contractor and not by SDAT.

2.3.8 Forms Manual

Refer to Attachment E for examples of all forms currently produced. The TO Contractor shall be able to replicate each of these forms for use by SDAT staff for the duration of the contract. In addition, there may be new forms/letters which will be required during the contract period. The TO Contractor will be responsible for developing these new forms/letters for review and approval by the TO Manager.

2.4 PROFESSIONAL DEVELOPMENT

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

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 FUNCTIONAL / BUSINESS REQUIREMENTS

The TO Contractor shall provide staffing and resources to maintain the same capabilities of the current environment as indicated in the background Section 2.2:

2.6.1.1 FACILITIES MANAGEMENT

- A. The TO Contractor shall provide an on-site Print Center Operator, who is an employee of the TO Contractor, for the SDAT Print Center. The Print Center Operator shall be responsible for printing, operating equipment, associated document processing and mailing of all documents on a daily basis.
- B. The TO Contractor's Print Center Operator shall be qualified to operate the Xerox 700 ColorPress printer and all associated hardware and software (refer to Section 2.10). This person shall also be able to distribute reports and other document output, provide electronic verification (e-mail) of mailings to SDAT users, coordinate mail processing, provide delivery and pick up with the Department's mail service vendor, and work with SDAT staff on process engineering tasks (file transfers) regarding document based business processes.
- C. The TO Contractor's Print Center Operator shall be responsible for coordinating the daily delivery and pick-up of all posted mail documents with SDAT's pre-sort Service Company (secured via the DGS/Statewide contract).
- D. The TO Contractor shall have backup personnel who shall provide the facilities management services when the primary Print Center Operator is unavailable due to vacation, sickness, training, or other absences. These backup personnel shall have the same qualifications as that of the primary staff person in terms of familiarity with the equipment used and the daily requirements of the site.
- E. The TO Contractor's Print Center Operator or Subject Matter Analyst shall produce monthly system reports and logs detailing all aspects of printer activity to include: usage, downtime, applications developed, output generated, document ID's, percentage of usage per document, year to date totals, etc. (See Attachment F)
- F. The TO Contractor's Subject Matter Analyst shall assist SDAT staff with any system problems and analyze and develop plans and requirements to resolve issues related to but not limited to facilities management, forms design, software maintenance, and system production. Onsite as needed.
- G. The TO Contractor's Subject Matter Analyst shall coordinate and manage the preparation of analysis, evaluations, and recommendations for proper implementation of programs and system specifications including but not limited to facilities management, forms design, software maintenance, and system production.
- H. The TO Contractor shall submit a proposed schedule for the frequency and duration

of preventative maintenance that will be performed by the TO Contractor resources. All preventive maintenance shall be performed during non-work hours unless otherwise agreed to by SDAT. A minimum of 48 hours written notice via email shall be given to SDAT prior to any preventive maintenance being scheduled.

- I. The TO Contractor shall provide for all necessary site preparation at the SDAT's Print Center for any software installation or upgrade that may be required in order to comply with the system requirements as requested in this TO. This shall include all set up, configuration of servers, workstations, printers, and other requirements as warranted (if required).

2.6.1.2 ONGOING FORMS SOFTWARE SUPPORT AND MAINTENANCE

- A. The TO Contractor shall propose a solution that allows compatibility with existing SDAT a) Xerox 700 ColorPress, and b) SDAT environment which includes equipment and communication configuration for the continuation of the existing Print Center operation. (See Attachment C).
- B. The TO Contractor shall provide technical support via telephone access between the business hours of 8:00 a.m. and 5:00 p.m. local time, Monday through Friday. State of Maryland designated holidays, Service Reduction days and Furlough days are excluded.
- C. The TO Contractor shall also have a software problem escalation procedure and communication plan which shall describe how issues will be escalated to support technicians and senior level support personnel within the TO Contractor support group. This plan shall describe in detail what those procedures are as well as provide all necessary contact information for all parties involved.
- D. The TO Contractor shall be able to provide secured remote diagnostic support for the purpose of connecting to the existing Data Output Center equipment via terminal services which are currently in place in order to diagnose system problems.
- E. The TO Contractor shall perform direct system tests and identify and resolve reported problems in a secure process based upon the State of Maryland's Security Policies and Industry Security Best Practices.
- F. The TO Contractor shall provide software support and maintenance which includes SDAT receiving all new releases of form designs and listening software residing on SDAT servers at no extra cost as they become available during the entire term of the contract. The TO Contractor shall be responsible for installing all current releases of software at no additional cost to SDAT.
- G. The TO Contractor's proposed solution shall not require additional software to be installed on the ADC mainframe. The solution shall be able to merge variable data with electronic forms without modification either to the application, host operating system, or LAN as well as existing SDAT data.
- H. The TO Contractor's solution shall create or convert documents through preprocessing, editing, calculating, appending, copying, rotating, highlighting and merging data into multiple fields with multiple fonts. The listening software shall minimally allow print jobs to be held, prioritized, moved or cancelled at any time.
- I. The TO Contractor's proposed software shall support file transfer protocol (FTP). The system shall be able to receive batch files via FTP directly from the ADC mainframe or the SDAT FTP server in a secure file transfer process based upon best

industry security practices.

2.6.1.3 ONGOING FORMS DESIGN AND CONSULTING SERVICES

- A. During the transition out phase noted in Section 2, the awarded TO Contractor shall complete the creation and successful testing of required programming of forms. This programming and testing shall be completed no later than 60 calendar days after the Notice to Proceed (NTP). The TO Contractor shall provide on-site training of SDAT staff within the 60 calendar day programming period noted above.
- B. The TO Contractor's solution shall be able to create Optical Mark (OMR) sequencing in order to ensure form and data integrity for both single and multiple page documents and facilitate the automated processing and insertion of documents (refer to the Forms Manual – Attachment E for example of sequencing marks used on specific forms).
- C. The TO Contractor's solution shall be capable of producing bar codes as images or as fonts.

2.6.1.4 DOCUMENTATION

- A. No later than 60 calendar days after NTP the TO Contractor shall ensure that SDAT will receive two complete printed sets of all system manuals for proposed software applications. The TO Contractor shall also agree to provide one (1) complete set on CD-ROM in Microsoft Office Professional.
- B. The TO Contractor shall ensure that SDAT will receive two complete printed sets of all system administrator and user documentation, before system is accepted. This documentation shall provide at a minimum a complete system work flow and a description of all system tasks detailing all components and operations of the system from the administrator's and user's standpoint. It shall describe, in a step-by-step manner, all administrative and user related functions, tasks, and procedures associated with the operation of the entire TO Contractor proposed solution to include all SDAT owned hardware and software.

2.6.2 TO CONTRACTOR PERSONNEL DUTIES AND RESPONSIBILITIES

At a minimum, TO Contractor personnel under this TORFP shall perform the following:

(A) Recurring Daily / Weekly / Monthly Duties

Print Center Operator:

- 1. This individual shall be responsible for the daily operation of the SDAT Print Center to include the timely processing of all scheduled batch and real time work.
- 2. In addition to the printing of these documents, the Print Center Operator shall be responsible for folding and inserting these documents into envelopes for mailing as well as applying the appropriate postage to each piece of mail and maintaining accurate counts of the number of pieces mailed every day.

3. The Print Center Operator shall be responsible for maintaining an inventory of consumables used and ensuring the timely replenishment of each to include all ink/toner, tanks, belts, etc. utilized by the Xerox 700 ColorPress printer as well as all consumables used by the Hasler folder/insertter and mail machine.
4. The Print Center Operator shall be responsible for ordering the paper utilized in the Print Center.
5. The Print Center Operator shall be responsible for the monthly inventory of all envelopes utilized in the Print Center and shall report this monthly by e-mail to the TO Manager for reorder purposes. SDAT is responsible for the replenishment of envelopes.
6. The Print Center Operator shall be responsible for the weekly reporting of the total number of pieces mailed, by day, for the previous week. This information is reported to the TO Manager by e-mail and is used to reconcile the invoices from the Department's pre-sort mail provider.
7. The Print Center Operator's duties require the lifting of boxes of envelopes or forms which can weigh in excess of 50 lbs.
8. The Print Center Operator shall provide service 28 hours per week on the following schedule. Monday 8:00 a.m. – 5:00 p.m., Tuesday 8:00 a.m. – 5:00 p.m., Wednesday – Friday, 8:00 a.m. – 12:00 p.m. Additional hours will be worked at the discretion of the TO Manager and approved via the Work Order process.

Subject Matter Analyst:

1. The Subject Matter Analyst shall be responsible for providing input and guidance regarding the use of the forms software for the development of new forms as well as any required changes to existing forms.
2. The Subject Matter Analyst shall also be responsible for the creation and submission of the required monthly reports detailing volumes produced for all SDAT forms. This report is e-mailed to the TO Manager and used in reconciling and distributing the monthly charges across the various SDAT programs. This report is required to be submitted by the third business day of the following month.
3. The Subject Matter Analyst shall be responsible for providing information to the TO Manager regarding more efficient ways to perform current processes as well as recommendations for any new letters or mailings.

2.6.3 SERVICE LEVEL AGREEMENT (SLA)

TO Contractor shall work with TO Manager to meet the following required service levels for all software loaded on servers to included but not limited to: forms design software; listening software and any proprietor software utilized in the execution of this TO. These SLA are directly related to the Subject Matter Analyst duties. If service levels cannot be met based on maintenance and support workload, the TO Contractor shall notify TO Manager in advance. The State has the authority to establish and modify the defined service levels.

Service Levels	Phone Response	On-Site Response	Response Availability	Resolution Time	Comments
Urgent	30 minutes	1 hour after first notification	5 days/week, Mon -Fri, 8AM-5PM. Weekend and holiday support provided when planned or necessary.	Within 3 Hours after first notification	The issue causes the systems or users to be unable to work or perform a significant portion of their job.
High	1 hour	4 hours after first notification	5 days/week, Mon – Fri, 8 AM-5 PM. Weekend support provided when planned or necessary.	Within 24 hours after first notification	The issue severely impairs functionality such that data is incorrectly processed or stored. A work around may exist but its use is not satisfactory.
Normal	4 hours	2 business days	5 days/week, Mon – Fri, 8 AM-5 PM.	Within 5 business days after first notification	The issue causes failure of non-critical aspects of the system. There is a reasonably satisfactory work around.

2.6.4 BACKUP / DISASTER RECOVERY

SDAT will be responsible for managing the regularly scheduled backup of the servers associated with this project.

2.6.5 REQUIREMENTS FOR HARDWARE, SOFTWARE, AND MATERIALS

- A) The TO Contractor shall prepare software releases and stage at the SDAT for validation in the system test environment. The SDAT will provide authorization to proceed. The SDAT will have the ability to manage the distribution of these releases to the appropriate sites. To support this requirement the TO Contractor shall propose, provide and fully describe their solution for updating all sites with any new software releases.
- B) If the Master Contractor proposes using any Commercial Off-The-Shelf (COTS) software that may require customization of the code, and the Contractor owns the COTS copyright/ownership rights, then the TO Contractor shall escrow its source code with an independent third party who will act as an escrow agent. All customization of the COTS source code completed as a result of the TO Agreement for the work associated with this TORFP shall be wholly owned by the State. If the Master Contractor has an established source code policy, the Master Contractor shall provide the following information:

1. Name and address of third party who acts as escrow agent;

2. Source code escrow procedures;
3. Name and address of third party who audits escrow account;
4. Frequency of updates and maintenance of source code at escrow agent;
5. Description of licensing arrangements and associated costs;
6. Provide a copy of any escrow agreement that the Master Contractor would want and the requirements of that escrow agreement; and
7. The Escrow Agent shall be a valid Maryland based escrow agent.

At this time, SDAT does not plan to replace any of the servers or printers associated with this project.

2.7 PERFORMANCE AND PERSONNEL

2.7.1 WORK HOURS

- Business Hours Support: The Print Center Operator shall work an eight-hour day with core hours being 8:00 AM - 5:00 PM (hours to be approved by the TO Manager) Eastern Time which includes one hour for lunch, Monday through Tuesday except for State holidays, Service Reduction days and Furlough days observed by the SDAT.
- The Print Center Operator shall work a four-hour day with core hours being 8:00 AM to 12:00 PM (hours to be approved by the TO Manager) Eastern Time, Wednesday through Friday except for State holidays, Service Reduction days and Furlough days observed by the SDAT. Additional Overtime Hours required for large batch mailings will be approved by the TO Manager in advance via the Work Order process. There can be no deviation from the above noted work hours without prior approval from the TO Manager.
- The Subject Matter Analyst hours are on a “as need basis” but not to exceed 200 hours annually.
- 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 Security 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.
- State-Mandated Service Reduction Days: TO Contractor personnel shall be required to participate in the State-mandated Service Reduction Days as well as State Furlough Days. In this event, the TO Contractor will be notified in writing by the TO Manager of these details.
- Minimum and Maximum Hours: Full-time TO Contractor personnel shall work a minimum of 28 hours per week with starting and ending times as approved by the TO Manager.
- Vacation Hours: Print Operator’s leave requests shall be submitted to the TO Manager at least two weeks in advance. A temporary Operator will be required to cover all leave requests. When temporary operators are required for planned leave, on-site training will be required prior to the scheduled leave.

2.7.2 PERFORMANCE EVALUATION

TO Contractor personnel will be evaluated by the TO Manager on an as-needed basis for assignments performed during that period. The TO Manager shall evaluate performance of each TO Contractor resource using the established performance evaluation form (PEF) 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, SDAT will pursue the following mitigation procedures prior to requesting a replacement employee:

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

2.7.4 SUBSTITUTION OF PERSONNEL AFTER AWARD

The substitution of personnel procedures are 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 shall submit resumes of the proposed personnel specifying their intended approved labor category. Any proposed substitute personnel shall have qualifications equal to or better than those of the replaced personnel.
- C) Proposed substitute 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) TO Contractor personnel assigned to perform work under the resulting TO Agreement shall have access to sensitive information and shall be required to sign a Certification of Receipt of Information on Unauthorized Inspection or Disclosure of Federal Tax Information form (ATTACHMENT G) and SDAT IT Security Policy (ATTACHMENT H).
- B) 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 SDAT. 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. SDAT reserves the right to disqualify any TO Contractor employees or subcontractors whose background checks suggest conduct, involvements, and/or associations that SDAT determines, in its sole

discretion, may be inconsistent with the performance and/or security requirements set forth in this TORFP. SDAT reserves the right to perform additional background checks on TO Contractor and subcontractor employees.

- C) 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.
- D) TO Contractor employees shall, while on State premises, display their State issued identification cards without exception.
- 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 resulting TO Agreement.
- F) TO Contractor shall remove any employee from working on the resulting TO Agreement where the State 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.
- H) TO Contractor shall require its employees to follow the State of Maryland and SDAT IT Security Policy and Standards throughout the term of the TO Agreement.

2.8 DELIVERABLES

2.8.1 DELIVERABLE SUBMISSION

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

2.8.2 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 2.8.4 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.

The TO Manager will issue to the TO Contractor a notice of acceptance or rejection of the deliverable in the DPAF (Attachment 9). Following the return of the DPAF indicating "Accepted" and signed by the TO Manager, the TO Contractor shall submit a proper invoice in accordance with the procedures in Section 2.12.2. The invoice must be accompanied by a copy of the executed DPAF or payment may be withheld.

In the event of rejection, 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.

Subsequent reviews for a deliverable containing deficiencies will be limited to the original deficiencies and the portions of the deliverable that were dependent on the deficiencies.

2.8.3 MINIMUM DELIVERABLE QUALITY

THIS SECTION IS NOT APPLICABLE TO THIS TORFP

2.8.4 DELIVERABLE DESCRIPTIONS / ACCEPTANCE CRITERIA

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
2.8.4.1	Facilities Management Activities	<p>TO Contractor resources shall provide a MS Word (version 2007 of greater) that provides:</p> <ul style="list-style-type: none"> • Time accounting including hours worked that includes strict adherence to daily work completion schedule • Accurate inventory of copy paper and envelope supply level • Notification to SDAT TO Manager of Center equipment malfunction occurrences • Provide a proposal schedule for the frequency and duration of preventative maintenance per Section 2.6.1.1. 	<p>On-going from NTP. Submitted to SDAT TO Manager weekly/monthly</p>
2.8.4.2	Forms Software Support and Maintenance	<ul style="list-style-type: none"> • TO Contractor shall provide copies of software code (on CD or other electronic format) and release notes (in MS Word version 2007 of greater) that document the changes in the software as part of its regular scheduled software upgrades. • TO Contractor shall be responsible for installation of any new proposed software. 	<p>On-going from NTP. Any forms programming is due 60 Calendar days from NTP</p>
2.8.4.3	Forms Consulting and Design	<ul style="list-style-type: none"> • TO Contractor shall provide: • Hard copy in MS Word (version 2007 of greater) format of requested form for approval from the TO Manager • Test copy prior to acceptance • Final acceptance based on user input. 	<p>On-going</p>
2.8.4.4	Documentation	<ul style="list-style-type: none"> • TO Contractor shall provide two complete printed sets and one completed electronic copy (in MS Word version 2007 of greater) of all 	<p>30 Calendar days from installation / implementation</p>

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
		system manuals for software to all system administrators and users. Electronic copy provided via CD to TO Manager.	before the system is accepted
2.8.4.5	Software <ul style="list-style-type: none"> Form Design software Diagnostic & Listening software FTP software 	<ul style="list-style-type: none"> TO Contractor shall provide software code, release notes, upgrades/revisions and documented changes in the software as part of its regular scheduled software upgrades. 	NTP + 7 Calendar days
2.8.4.6	Software problem escalation procedure and communication plan	TO Contractor shall provide an MS Word document (version 2007 or greater) that describes: <ul style="list-style-type: none"> Plan on how TO Contractor resource shall respond to calls Document escalation procedure Document method and approach for communications and support Addresses SLA defined in 2.6.6 	NTP +7 Calendar days
2.8.4.7	Transition-In plan	TO Contractor shall submit a draft Transition-In plan for review to TO Manager. The content of Transition-In plan shall meet requirements of Section 2.10 E.	Draft: NTP + 5 Business days Final: NTP + 10 Business days

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

The following minimum qualifications are mandatory. The Master Contractor shall demonstrate, in its proposal, that it possesses such expertise in-house or has fostered strategic alliances with other firms for providing such services.

- Master Contractor shall provide details of three (3) instances of successfully providing document output and management services which include related system management, forms design, and support services similar in size and scope as SDAT where it was the primary Contractor. Verification of meeting this minimum qualification will be based on three (3) references provided.

2.9.2 OFFEROR'S PERSONNEL MINIMUM QUALIFICATIONS

Only those Master Contractors supplying key proposed personnel that fully meet all minimum qualification criteria shall be eligible for TORFP proposal evaluation.

For the personnel proposed under this TORFP, proposed resources shall meet all minimum qualifications for the labor category proposed, as identified in the CATS+ Master Contract Section 2.10 plus the following minimum qualifications. Resumes shall clearly outline starting dates and ending dates for each applicable experience or skill.

In order for a vendor to submit a bid for the TORFP, each staff member shall possess a valid skill set for each of the following:

Print Center Operator

The TO Contractor's Print Center Operator shall:

- Have a minimum of one (1) year of experience performing daily operation of the Xerox X700 Color Press printer and all associated hardware and software.
- Have a minimum of one (1) year of experience in performing daily operation of mail processing equipment.
 - Hasler M7000 (Leased by SDAT)
 - Hasler IM5000 Postage Machine (Leased by SDAT)
- Have a High School diploma or equivalent.
- Have a minimum of one (1) year of experience in the operation of a document output facility; functioning as the sole Operator.

Subject Matter Analyst

The TO Contractor's Subject Matter Analyst shall:

- Have a minimum of three (3) years of experience with the Master Contractor's proposed solution in order to provide guidance and development assistance to State personnel as needed for future development as well as routine changes required to existing forms.
- Have a Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business or other related scientific or technical discipline.
- Have a minimum of five (5) years of experience in the utilization and management of information systems, and database structure; principles and operation of networks, operating systems, standard software applications, hardware and related peripheral equipment and basic principles of system analysis.
- Have at least five (5) years of experience in the IT field directly related to database structure, principles and operation of networks, operating systems and software applications.

2.10 TRANSITION FROM CURRENT CONTRACTOR

The Agency has planned a 30 business day-beginning of contract transition period from the incumbent contractor to the TO Contractor. This transition period includes verification and performance testing of all forms/mailling through a complete business cycle. The TO Contractor shall develop a Transition-In plan for transferring operation of the Print center activities, forms software support and forms design from the incumbent to the TO Contractor. Additionally the TO Contractor shall be provided with the

incumbent's Transition-Out plan. The TO Contractor shall use this as a basis for the subsequent implementation of its startup Transition and as part of the transition performance period.

- A) The fixed price transition period shall begin with the kick-off meeting which will be held within five (5) business days of NTP. TO Contractor shall provide a draft Transition-In plan for review.
- B) Assigned TO Contractor staff shall work closely with both State employees and incumbent Contractor staff at 301 and 300 West Preston St, Baltimore, Md.
- C) The TO Contractor shall integrate the incumbent's Transition-Out plan into the TO Contractor's startup Transition-In plan as necessary to ensure smooth performance of the transition period.
- D) The TO Contractor shall submit the final Transition-In plan within 10 business days following the NTP date. Upon SDAT's acceptance of the final Transition-In plan, the plan shall be implemented in accordance with the timeframe specified in the TO Contractor's final Transition-In plan.
- E) The Transition-In plan shall include the following:
 - 1. Orientation of TO Print Operator to equipment in SDAT Print Center
 - 2. Communication plan between TO Contractor's Subject Matter Analyst and Print Operator, incumbent Subject Matter Analyst and Print Operator with SDAT.
 - 3. Printing demonstration of forms and mailings from the various SDAT applications to the Xerox Phaser Printers
 - 4. Reprogramming of the forms and mailings currently generated

2.11 RETAINAGE

THIS SECTION IS NOT APPLICABLE TO THIS TORFP

2.12 INVOICING

Invoicing shall be submitted monthly. 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.

Payment will be made upon completion and acceptance of the deliverables as defined in Section 2.8.

2.12.1 INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

- A) A proper invoice shall identify "SDAT" as the recipient and contain the following information: date of invoice, TO Agreement number, period of performance covered by the invoice, a total invoice amount, and a TO Contractor point of contact with telephone number. Also include for each person covered by the invoice the following, individually listed per person: name, hours worked for billing period, hourly labor rate, invoice amount.
- B) The TO Contractor shall email the original of each invoice and signed DPAF (Attachment 9) if needed, for each deliverable being invoiced to the SDAT at email address: leann.reilly@maryland.gov, the TO Manager.
- C) In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

2.13 WORK ORDER PROCESS

- A) Additional services will be provided via a Work Order process. A Work Order may be issued for either fixed price or time and materials (T&M) pricing. T&M Work Orders will be issued in accordance with pre-approved Labor Categories with the fully loaded rates proposed in Attachment 1.
- B) The TO Manager shall e-mail a Work Order Request (See Attachment 17) to the TO Contractor to provide services or resources that are within the scope of this TORFP. The Work Order Request will include:
 - 1) Technical requirements and description of the service or resources needed
 - 2) Performance objectives and/or deliverables, as applicable
 - 3) Due date and time for submitting a response to the request
 - 4) Required place(s) where work must be performed
- C) The TO Contractor shall e-mail a response to the TO Manager within the specified time and include at a minimum:
 - 1) A response that details the TO Contractor's understanding of the work;
 - 2) A price to complete the Work Order Request using the format provided in Attachment 17.
 - 3) A description of proposed resources required to perform the requested tasks, with CATS+ labor categories listed in accordance with Attachment 1.
 - 4) An explanation of how tasks shall be completed. This description shall include proposed subcontractors and related tasks.
 - 5) State-furnished information, work site, and/or access to equipment, facilities, or personnel
 - 6) The proposed personnel resources, including any subcontractor personnel, to complete the task.
- D) For a T&M Work Order, the TO Manager will review the response and will confirm the proposed labor rates are consistent with this TORFP; For a fixed price Work Order, the TO Manager will review the response and will confirm the proposed prices are acceptable.
- E) The TO Manager will contact the TO Contractor to obtain additional information, clarification or revision to the Work Order, and will provide the Work Order to the TO Procurement Officer for approval. The TO Procurement Officer could issue a change order to the TORFP if appropriate.

- F) Proposed personnel on any type of Work Order shall be approved by the TO Manager. The TO Contractor shall furnish resumes of proposed personnel specifying their intended labor category from the CATS+ Labor Categories proposed in the TO Proposal. The TO Manager shall have the option to interview the proposed personnel. After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the personnel.
- G) The TO Manager will issue the NTP after the Work Order is approved and/or any interviews are completed.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

SECTION 3-TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

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

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

3.2 SUBMISSION

The TO Proposal shall be submitted via two e-mails, each not to exceed 5 MB.

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

- Subject line “CATS+ TORFP #E50B4400015 Technical” plus the Master Contractor Name
- One attachment labeled “TORFP# E50B4400015 Technical - Attachments” containing all Technical Proposal Attachments (see Section 3.3 below), signed and in PDF format.
- One attachment labeled “TORFP# E50B4400015 Technical – Proposal” in Microsoft Word format (2007 or later).

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

- Subject line “CATS+ TORFP #E50B4400015 Financial” plus the Master Contractor Name
- One attachment labeled “TORFP# E50B4400015 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 - Labor Classification Personnel Resume Summary (Form LC1—Signed PDF)
- Attachment 13 – Living Wage Affidavit of Agreement - 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 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) Draft Work Breakdown Structure (WBS): A matrix or table that shows a breakdown of the tasks required to complete the requirements and deliverables in Section 2 - Scope of Work. The WBS should reflect the chronology of tasks without assigning specific time frames or start / completion dates. The WBS may include tasks to be performed by the State or third parties, for example, independent quality assurance tasks. If the WBS appears as a deliverable in Section 2 – Scope of Work, the deliverable version will be a final version. Any subsequent versions shall be approved through a formal configuration or change management process.
- 4) 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.
- 5) Tools the TO Contractor owns and proposes for use to meet any requirements in Section 2.

B) Compliance with Offeror's Company Minimum Qualifications

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

Reference	Offeror Company Minimum Requirement	Evidence of Compliance
2.9.1.1	TO Contractor shall have successfully supported three (3) instances of providing document output and management services which include related system management, forms design, and support services that is similar in size and scope as SDAT. Verification of meeting this minimum qualification will be based on 3 references provided.	Offeror documents evidence of compliance here.

C) Proposed Personnel and TORFP Staffing

The Offeror shall propose exactly two (2) resources.

- 1) Complete and provide Attachment 5 – Labor Classification Personnel Resume Summary for each proposed resource (forms LC1). The information should show:
In Form LC1 - Each proposed person's skills and experience as they relate to the Offeror's proposed solution and Section 2 – Scope of Work.
- 2) Provide evidence proposed personnel possess the required certifications in accordance with Section 2.9.2 Offeror's Personnel Minimum Qualifications.
- 3) Provide three (3) references per proposed personnel containing the information listed in Attachment, Form LC1 section A.
- 4) 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.

D) MBE, SBE Participation and VSBE Participation

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

E) Subcontractors

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

F) Overall Offeror team organizational chart

Provide an overall team organizational chart with all team resources available to fulfill the TO scope of work.

G) Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide three examples of engagements or contracts the Master Contractor 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, email, 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.

H) State Assistance

Provide an estimate of expectation concerning participation by State personnel.

I) Confidentiality

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

3.4.2 TO FINANCIAL PROPOSAL

- A) A description of any assumptions on which the Master Contractor's TO Financial Proposal is based (Assumptions shall not constitute conditions, contingencies, or exceptions to the TO Financial Proposal);
- B) Attachment 1– Price Sheet, completed in .PDF format with all proposed labor categories including all rates fully loaded.
- C) To be responsive to this TORFP, the Price Sheet (Attachment 1) shall provide labor rates for all labor categories. Proposed rates are not to exceed the rates defined in the Master Contract for the Master Contract year(s) in effect at the time of the TO Proposal due date.

Note: Failure to specify a CATS+ labor category in the completed Price Sheet for each proposed resource will make the TO proposal non-responsive to this TORFP.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

SECTION 4-TASK ORDER AWARD PROCESS

4.1 OVERVIEW

The TO Contractor will be selected from among all eligible Master Contractors within the appropriate Functional Area responding to the CATS+ TORFP. In making the TO Agreement award determination, the SDAT 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 minimum company personnel qualifications shall render a TO 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, and oral presentation (See Section 1.5 Oral Presentations).

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, technical merit has greater weight.
- 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 complete Attachment 19 Criminal Background Check Affidavit for all TO Personnel and Certification of Receipt of Information on Unauthorized Inspection or

Disclosure of Federal Tax Information form (Attachment G) and SDAT IT Security Policy (Attachment H) prior to NTP.

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 with TO Technical 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 8	Agency Receipt of Deliverable Form	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	Not Applicable	N/A
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	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

AGENCY-SPECIFIC SCOPE OF WORK ATTACHMENTS

***The attachments below are not to be submitted with the Proposal.*

Attachment Label	Attachment Name
Attachment A	List of Annual Batch Jobs
Attachment B	Current Server Configurations
Attachment C	Graphical Depiction of Current System Environment
Attachment D	Current Printer Detail
Attachment E	Forms Manual on CD
Attachment F	Sample Monthly Report
Attachment G	Certification of Receipt of Information on Unauthorized Inspection or Disclosure of federal Tax Information form
Attachment H	SDAT IT Security Policy

ATTACHMENT 1A PRICE SHEET (TIME AND MATERIALS) FOR CATS+ TORFP #
E50B4400015

The total class hours (Column B) are not to be construed as "guaranteed" hours; the total number of hours is an estimate only for purposes of price sheet evaluation.

A year for this task order shall be calculated as one calendar year from NTP. **Labor Rate Maximums:** The maximum labor rate that may be proposed for any CATS+ Labor Category shall not exceed the maximum for the CATS+ Master Contract year in effect on the TO Proposal due date.

Note: Additional forms design, software and consulting support if needed, is to be requested via the Work order process section 2:13---not anticipated to exceed 200 hours per year

Job Title from TORFP	CATS+ Labor Category Proposed by Master Contractor	Hourly Labor Rate (A)	Total Class Hours (B)	Total Proposed CATS+ TORFP Price (C)
Year 1				
Print Center Operator	Insert CATS+ Labor Category	\$	200	\$
Subject Matter Expert	Insert CATS+ Labor Category	\$	10	\$
				Evaluated Price Year 1
Year 2				
Print Center Operator	Insert CATS+ Labor Category	\$	200	\$
Subject Matter Expert	Insert CATS+ Labor Category	\$	10	\$
				Evaluated Price Year 2
Year 3				
Print Center Operator	Insert CATS+ Labor Category	\$	200	\$
Subject Matter Expert	Insert CATS+ Labor Category	\$	10	\$
				Evaluated Price Year 3
Year 4 (Option Year)				
Print Center Operator	Insert CATS+ Labor Category	\$	200	\$
Subject Matter Expert	Insert CATS+ Labor Category	\$	10	\$
				Evaluated Price Year 4
Year 5 (Option Year)				
Print Center Operator	Insert CATS+ Labor Category	\$	200	\$
Subject Matter Expert	Insert CATS+ Labor Category	\$	10	\$
				Evaluated Price Year 5
Total Evaluated Price (Years 1 - 5)				\$

Authorized Individual Name

Company Name

Title

Company Tax ID #

Signature

Date

The Hourly Labor Rate is the actual rate the State will pay for services and shall be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate but may be lower. Rates shall be fully loaded, all-inclusive, i.e., include all direct and indirect costs and profits for the Master Contractor to perform under the TO Agreement.

ATTACHMENT 1B TOTAL PRICE PROPOSAL FOR CATS + TORFP # E50B4400015

Fixed Price (Years 1-5)	\$
T&M Price (Years 1-5)	\$
Total Evaluated Price (Fixed Price + T&M Price)	\$

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

CATS+ TORFP # E50B4400015

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

- 1) As the TO Contractor, you have entered into a TO Agreement with the State of Maryland. As such, your company/firm is responsible for successful completion of all deliverables under the contract, including your commitment to making a good faith effort to meet the MBE participation goal(s) established for TORFP. Part of that effort, as outlined in the TORFP, includes submission of monthly reports to the State regarding the previous month's MBE payment activity. Reporting forms D-5 (TO Contractor Paid/Unpaid MBE Invoice Report) and D-6 (Subcontractor Paid/Unpaid MBE Invoice Report) are attached for your use and convenience.
- 2) The TO Contractor must complete a separate Form D-5 for each MBE subcontractor for each month of the contract and submit one copy to each of the locations indicated at the bottom of the form. The report is due no later than the 15th of the month following the month that is being reported. For example, the report for January's activity is due no later than the 15th of February. With the approval of the TO Manager, the report may be submitted electronically. Note: Reports are required to be submitted each month, regardless 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. 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 1 D-1 MDOT CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT

This document and document D-2 MUST BE included with the bid or offer. If the Bidder or Offeror fails to complete and submit this form with the bid or offer as required, the procurement officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

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

1. I acknowledge and intend to meet the overall certified Minority Business Enterprise (MBE) participation goal of ____ percent and, if specified in the solicitation, the following 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. If the contract has already been awarded, the award is voidable.

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

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

Bidder/Offeror Name
(Please print or type)

Signature of Affiant

Name: _____

Title: _____

Date: _____

ATTACHMENT 2 D-2 MBE PARTICIPATION SCHEDULE

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

List Information For Each Certified MBE Subcontractor On This Project

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

- African American Asian American Hispanic American Woman-Owned
- Other

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

Description of Work to Be Performed:

Continue on a separate page, if needed.

Summary

Total African-American MBE Participation: _____ %
 Total Asian American MBE Participation: _____ %
 Total Hispanic American MBE Participation: _____ %
 Total Woman-Owned MBE Participation: _____ %
 Total Other Participation: _____ %
 Total All MBE Participation: _____ %

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

 Bidder/Offeror Name
 (please print or type)

 Signature of Affiant

Name: _____
 Title: _____
 Date: _____

SUBMIT AS INSTRUCTED IN TORFP

ATTACHMENT 2 D-4 MBE SUBCONTRACTOR PROJECT PARTICIPATION CERTIFICATION

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

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

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

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

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

Prime Contractor Signature

Subcontractor Signature

By: _____

By: _____

Name, Title

Name, Title

Date

Date

This form must be completed by the prime contractor.

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

Maryland Department of Information Technology

Minority Business Enterprise Participation

Prime Contractor Paid/Unpaid MBE Invoice Report

Report #: _____	Contract #: _____
Reporting Period (Month/Year): _____	Contracting Unit: _____
Report is due to the MBE Officer by the 10th of the month following the month the services were provided.	Contract Amount: _____
Note: Please number reports in sequence	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:		List dates and amounts of any outstanding invoices:	
	Invoice#	Amount	
1.			1.
2.			2.
3.			3.
4.			4.
Total Dollars Paid:			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):			
(TO MANAGER OF APPLICABLE POC NAME, TITLE)		(AGENCY MBE LIASION OR APPLICABLE POC NAME, TITLE)	
(AGENCY NAME)		(AGENCY NAME)	
(ADDRESS, ROOM NUMBER)		(ADDRESS, ROOM NUMBER)	
(CITY, STATE ZIP)		(CITY, STATE ZIP)	
(EMAIL ADDRESS)		(EMAIL ADDRESS)	

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

Signature: _____ Date: _____
 (Required)

ATTACHMENT 3 CODE OF MARYLAND REGULATIONS (COMAR)

Title 21, State Procurement Regulations

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

COMAR 21.11.03.11 - Waiver.

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

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

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

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

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

ATTACHMENT 2 MBE D-7 MINORITY CONTRACTOR UNAVAILABILITY CERTIFICATE

Section I (to be completed by PRIME CONTRACTOR)

I hereby certify that the firm of _____ (Name of Prime Contractor)

located at _____ (Number) (Street) (City) (State) (Zip)

on _____ contacted certified minority business enterprise, _____ (Date) (Name of Minority Business),

located at _____ (Number) (Street) (City) (State) (Zip)

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

List below the type of work/ service requested:

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

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

(Name) (Title)

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

(Signature) (Date)

Note: Certified minority business enterprise must complete Section II

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

I hereby certify that the firm of _____ MBE Cert #

(Name of MBE Firm)

located at _____

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

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

(Date)

by: _____

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

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

(Name) (Title) (Phone)

(Signature) (Fax Number)

ATTACHMENT 3 TASK ORDER AGREEMENT

CATS+ TORFP# E50B4400015 OF MASTER CONTRACT #060B2490023

This Task Order Agreement ("TO Agreement") is made this day of Month, 20XX by and between _____ (TO Contractor) and the STATE OF MARYLAND, SDAT.

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 SDAT, as identified in the CATS+ TORFP # E50B4400015
 - b) "CATS+ TORFP" means the Task Order Request for Proposals # E50B4400015 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 Terri L. Winston. 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 SDAT and TO Contractor.
 - f) "TO Contractor" means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is _____.
 - g) "TO Manager" means TO Manager of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
 - h) "TO Technical Proposal" means the TO Contractor's technical response to the CATS+ TORFP dated date of TO Technical Proposal.
 - i) "TO Financial Proposal" means the TO Contractor's financial response to the CATS+ TORFP dated date of TO Financial Proposal.
 - j) "TO Proposal" collectively refers to the TO Technical Proposal and TO Financial Proposal.
2. Scope of Work
 - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or super-cede the Master Contract.
 - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS+ TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
 - a) The TO Agreement,

- b) Exhibit A – CATS+ TORFP
- c) Exhibit B – TO Technical Proposal
- d) Exhibit C – TO Financial Proposal

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

3. Time for Performance

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS+ TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of three(3) years, commencing on the date of Notice to Proceed and terminating on Month, Day, Year. At the sole option of the State, this TO Agreement may be extended for two (2) additional, one (1) year periods for a total TO Agreement period ending on Month, Day, Year.

4. Consideration and Payment

- 4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS+ TORFP and shall not exceed \$ _____. 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 _____. 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, SDAT

By: Terri L. Winston, TO Procurement Officer

Date

Witness: _____

ATTACHMENT 4 CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

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

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

Date: _____

By: _____

(Authorized Representative and Affiant)

ATTACHMENT 5 LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY (INSTRUCTIONS)

- 1) For this solicitation,
 - a) Master Contractors shall propose a specific resource to fill every job title listed below. If allowed by the solicitation, one resource may be proposed to fill more than one job title. Failure to propose a resource for each job title identified as part of the TO Proposal will result in the TO Technical Proposal being deemed not susceptible for award.
 - b) Master Contractors shall propose the CATS+ Labor Category that best fits each proposed resource. Master Contractors shall comply with all personnel requirements under the Master Contract RFP 060B2490023.
 - c) Master Contractors shall propose a maximum of 1 resource per job title listed below.
 - d) Failure of any proposed resource to meet minimum requirements as listed in this TORFP and in the CATS+ Master Contract will result in the entire TO Technical Proposal being deemed not susceptible for award.
- 2) Job Titles
 - a) ~~Print Center Operator~~
 - b) ~~Subject Matter Analyst~~
- 3) For each job title above, the Master Contractor shall complete one Attachment 5 form form using the template provided. Alternate worksheets are not allowed.
- 4) Form Completion
 - a) Complete one Personnel Resume Summary (Attachment 5 Form LC1) per proposed person to present each proposed person's resume in a standard format.
 - b) Additional information may be attached to each Personnel Resume Summary that may assist a full and complete understanding of the individual being proposed.

ATTACHMENT 5 FORM LC1 - LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY

CATS+ TORFP # E50B4400015

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

Candidate Name:	
Master Contractor:	<insert Master Contractor name>
Proposed CATS+ Labor	<proposed by Master Contractor>
Job Title (As listed in TORFP):	<as described in this TORFP>

Education / Training (start with latest degree / certificate)

Institution Name / City / State	Degree / Certification	Year Complete	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]	Description of Work...
[Title / Role]	
[Period of Employment / Work (MM/YY – MM/YY)]	
[Location]	
[Contact Person (Optional if current employer)]	

[Organization]	Description of Work...
[Title / Role]	
[Period of Employment / Work]	
[Location]	

Employment History*

List employment history, starting with the most recent employment first. Enter dates as MM/YY – MM/YY. Add lines as needed.

Start and End Dates	Job Title or Position	Organization Name	Reason for Leaving
MM/YY – MM/YY			

ATTACHMENT 1 FORM LC1 - LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY
(CONTINUED)

*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>

B) Requirements Qualification Traceability Matrix

Complete the matrix (Attachment 5A) for each requirement listed for the position in either the CATS+ Master Contract and/or this TORFP.

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

Master Contractor Representative:

_____	_____	_____
Print Name	Signature	Date

Proposed Individual:

_____	_____
Signature	Date

ATTACHMENT 6 PRE-PROPOSAL CONFERENCE DIRECTIONS

300 West Preston Street, Baltimore Maryland 21201

Room 605

Self-pay parking is next to the building.

Master Contractors, please notify the Department of your intention to attend the Pre-Proposal Conference at (410) 767-1196.

For Directions to the State Center Complex visit one of these web sites:

<http://www.mapquest.com>

<http://maps.google.com/maps>

<http://maps.yahoo.com/>

ATTACHMENT 7 NOTICE TO PROCEED (SAMPLE)

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS+ TO Project Number (TORFP #):E50B4400015

Dear TO Contractor Contact:

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

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

Sincerely,

Terri L. Winston, Task Order Procurement Officer

Enclosures (2)

cc: LeAnn Reilly, SDAT TO Manager
Procurement Liaison Office, Department of Information Technology
Project Oversight Office, Department of Information Technology

ATTACHMENT 8 AGENCY RECEIPT OF DELIVERABLE FORM

I acknowledge receipt of the following:

TORFP Title: Document Output Management System

TO Project Number (TORFP #): E50B4400015

Title of Deliverable: _____

TORFP Reference Section # _____

Deliverable Reference ID # _____

Name of TO Manager: LeAnn Reilly

TO Manager Signature	Date Signed
----------------------	-------------

Name of TO Contractor's Project Manager: _____

TO Contractor's Project Manager Signature	Date Signed
---	-------------

ATTACHMENT 9 AGENCY DELIVERABLE PRODUCT ACCEPTANCE FORM

Agency Name: ~~State Department of Assessment and Taxation~~
TORFP Title: Document Output Management System
TO Manager LeAnn Reilly, 410-767-8148

To:

The following deliverable, as required by TO Project Number (TORFP #): #E50B4400015 has been received and reviewed in accordance with the TORFP.

Title of deliverable: _____

TORFP Contract Reference Number: Section # _____

Deliverable Reference ID # _____

This deliverable:

- Is accepted as delivered.
- Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

TO Manager Signature

Date Signed

ATTACHMENT 10 NON-DISCLOSURE AGREEMENT (OFFEROR)

This Non-Disclosure Agreement (the "Agreement") is made this ___ day of _____ 20___, by and between _____ (hereinafter referred to as "the OFFEROR ") and the State of Maryland (hereinafter referred to as "the State").

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS+ TORFP # E50B4400015 for Document Output Management System . In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to _____. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described above, the OFFEROR agrees as follows:

1. OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received, except in connection with the preparation of its TO Proposal.
2. Each employee or agent of the OFFEROR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the OFFEROR shall provide originals of such executed Agreements to the State. Each employee or agent of the OFFEROR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the OFFEROR.
3. OFFEROR shall return the Confidential Information to the State within five business days of the State's Notice of recommended award. If the OFFEROR does not submit a Proposal, the OFFEROR shall return the Confidential Information to Terri L. Winston [SDA] 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 **SDAT** (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 Document Output Management System TORFP No. E50B4400015 dated _____, (the "TORFP") issued under the Consulting and Technical Services procurement issued by the Department, Project Number 060B2490023; and

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

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

1. Confidential Information means any and all information provided by or made available by the State to the TO Contractor in connection with the TO Agreement, regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such. Confidential Information includes, by way of example only, information that the TO Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the TO Agreement.
2. TO Contractor shall not, without the State's prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information provided by the State except for the sole and exclusive purpose of performing under the TO Agreement. TO Contractor shall limit access to the Confidential Information to the TO Contractor's Personnel who have a demonstrable need to know such Confidential Information in order to perform under the TO Agreement and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of the TO Contractor's Personnel are attached hereto and made a part hereof as Exhibit A. Each individual whose name appears on

Exhibit A shall execute a copy of this Agreement and thereby be subject to the terms and conditions of this Agreement to the same extent as the TO Contractor. TO Contractor shall update Exhibit A by adding additional names as needed, from time to time.

3. If the TO Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the TO Contractor's performance of the TORFP or who will otherwise have a role in performing any aspect of the TORFP, the TO Contractor shall first obtain the written consent of the State to any such dissemination. The State may grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion.
4. TO Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, to adopt or establish operating procedures and physical security measures, and to take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and to prevent all or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.
5. TO Contractor shall promptly advise the State in writing if it learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of the TO Contractor's Personnel or the TO Contractor's former Personnel. TO Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).
6. TO Contractor shall, at its own expense, return to the Department, all copies of the Confidential Information in its care, custody, control or possession upon request of the Department or on termination of the TO Agreement.
7. A breach of this Agreement by the TO Contractor or by the TO Contractor's Personnel shall constitute a breach of the 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:

SDAT:

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.)	

<p>B) Did the Master Contractor request each personnel substitution in writing? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)</p>
<p>C) Does each accepted substitution possess equivalent or better education, experience and qualifications than incumbent personnel? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)</p>
<p>Was the substitute approved by the agency in writing? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)</p>
<p>Section 4 – MBE Participation</p>
<p>A) What is the MBE goal as a percentage of the TO value? % (If there is no MBE goal, skip to Section 5)</p>
<p>B) Are MBE reports D-5 and D-6 submitted monthly? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)</p>
<p>C) What is the actual MBE percentage to date? (divide the dollar amount paid to date to the MBE by the total amount paid to date on the TO) % (Example - \$3,000 was paid to date to the MBE Subcontractor; \$10,000 was paid to date on the TO; the MBE percentage is 30% ($3,000 \div 10,000 = 0.30$))</p>
<p>Is this consistent with the planned MBE percentage at this stage of the project? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)</p>
<p>Has the Master Contractor expressed difficulty with meeting the MBE goal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If yes, explain the circumstances and any planned corrective actions)</p>
<p>Section 5 – TO Change Management</p>
<p>A) Is there a written change management procedure applicable to this TO? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)</p>
<p>B) Does the change management procedure include the following?</p> <p>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. _____
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
THIS ATTACHMENT DOES NOT APPLY.

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

THIS ATTACHMENT DOES NOT APPLY

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

WORK ORDER		Work Order #	Contract #		
This Work Order is issued under the provisions of a XXX contract. The services authorized are within the scope of services set forth in the <i>Purpose</i> of the work order.					
Purpose					
Statement of Work Requirements:					
<u>Deliverable(s), Acceptance Criteria and Due Date(s):</u>					
Deliverables are subject to review and approval by SDAT prior to payment. <i>(Attach additional sheets if necessary)</i>					
Start Date		End Date			
Cost					
Description for Task / Deliverables		Quantity (if applicable)	Labor Hours (Hrs.)	Labor Rate	Estimate Total
1.				\$	\$
2.				\$	\$
*Include WBS, schedule and response to requirements.		SDAT shall pay an amount not to exceed			\$
Contractor			Agency Approval		
(Signature) Contractor Authorized Representative (Date)			(Signature) TO Manager (Date)		
POC		(Print Name)		TO Manager	
Telephone No.				(Print Name)	
Email:				Telephone No.	
				Email:	

ATTACHMENT 18 PERFORMANCE EVALUATION FORM

TORFP Title: Document Output Management System

TORFP # E50B4400015

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 2.8):

Labor Category:

TO Contractor Name:

TO Contractor Contact:

MSDE TO Manager:

SDA/T:

SDA/T

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 the Department 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

ATTACHMENT A

LIST OF ANNUAL BATCH JOBS
MBES

<u>DESCRIPTION</u>	<u>CYCLE DATE</u> <u>(Data Available)</u> <u>TURNAROUND</u>	<u>ANNUAL</u> <u>VOLUME</u>	<u>REQUIRED</u>
Bulk Estimate Form	Late July	12,500	8-10 working days
Foreign Courtesy Notice	Late August	10,250	8-10 working days
Domestic Final Notice	Late September	41,000	10-15 working days
Foreign Final Notice	Late October	7,500	5-7 working days

LIST OF ANNUAL BATCH JOBS
REAL PROPERTY

Supplemental Notice - #1	3 rd week of January	20,000	10 working days
Supplemental Notice - #2	3 rd week of February	15,000	10 working days
Supplemental Notice - #3	3 rd week of March	5,000	5 working days
Supplemental Notice - #4	3 rd week of April	5,000	5 working days
Commercial & Industrial Letters and Questionnaire Over \$5 Million Properties	2 nd week of February	2,500	5 working days
Commercial & Industrial Letters and Questionnaire Under \$5 Million Properties	2 nd week of February	15,500	10 working days
Commercial & Industrial Letters and Questionnaire Over \$5 Million Properties Second Mailing	2 nd week of May	2,500	5 working days

ATTACHMENT B

**CURRENT CONFIGURATION OF SERVERS
DETAILS OF HOST AT ADC**

All servers listed are the property and responsibility of SDAT. They are located at 301 W. Preston Street, inside the Department's Operations Center.

TABLE I

LOCATION	SERVER FOR	SERVER TYPE	SPEED	HARD DRIVE	MEMORY	OPERATING SYSTEM
Preston Street	NearStar	Dell	2.00 GHZ	146 GB	4 GB	Windows Server 2003 R2 Standard Edition – SP2

TABLE II

LOCATION	SERVER FOR	SERVER TYPE	SPEED	HARD DRIVE	MEMORY	OPERATING SYSTEM
Preston Street	Attachmate** LAN Gateway	Dell PowerEdge 1300	550 MHz	9 GB	.5 GB RAM	Windows NT 4.0
Preston Street	Attachmate** LAN Gateway	Dell PowerEdge 2300	400 MHz	18 GB	.5 GB RAM	Windows NT 4.0

**Attachmate Software – Version 6.5 (Service Pack 2)

ANNAPOLIS DATA CENTER

Host Server (ADC)

IBM Z10 Enterprise Server Model BC 2098-E10

Operating System – Z/OS 1.11

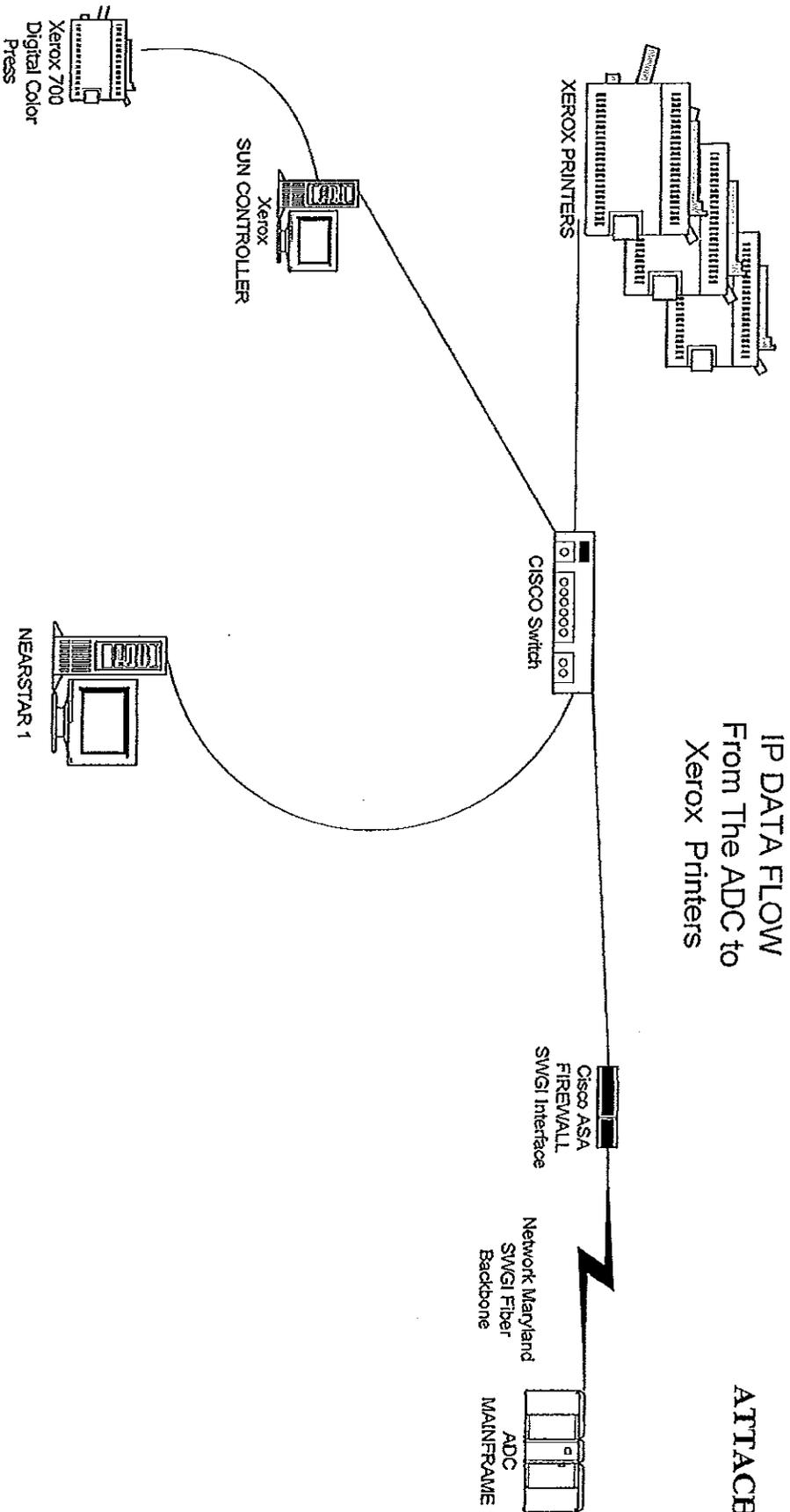
Network Connectivity – SNA 3745 Front-End Processor (FEP) for TCP/IP and TN3270 services.

Router Model Detail

Router at Preston Street – Cisco Model 3660

IP DATA FLOW
From The ADC to
Xerox Printers

ATTACHMENT C



The end users fill out a form on their PC. (The end user specifies the printer to be used.) The form is sent to the Annapolis Data Center. The data passes through via IP from the Network Maryland Fiber Backbone to the NearStar server at Preston Street. When the data is processed through the server, the appropriate environment and forms as defined in Elixir/Vitesse are wrapped around the data. At that point, it is sent to the MBES specified T number (i.e., designated printer) as requested by the individual user. The specified T number determines whether the print job is sent to an SDAT local printer or to the X700 printer located in the SDAT Print Center. These specified T numbers are configured by SDAT programming staff via the Annapolis Data Center VPS System. These T numbers are then configured inside NearStar with the specified configuration parameters by the current vendor. The majority of these jobs are printed on the Xerox 700 Digital Color Press at the Print Center. Large print jobs use a fixed length record as the print file. This file is sent via ftp to the Sun controller at the Print Center for printing on the Xerox 700 Digital Color Press.

DEPT. OF ASSESSMENTS AND TAXATION
XEROX PRINTER DETAIL LISTING

T Number	Make and Model	Serial Number	Physical Location	I.P. Address	RIPPT	PURCHASE YEAR
T238	Phaser 5550 DN	KPA021176	9th Flr ~ Homestead Div.		RIPPT238	2013
T880	Phaser 5550 DN	KPA017833	Charter – Near doorway to public		RIPPT096	2012
T881	Phaser 6700 DT	AB9777384	Charter – Near Cynthia		RIPPT095	2013
T882	Phaser 5550 DN	KPA017344	Charter – Brenda W.		RIPPT094	2012
T884	Phaser 5550 DN	KPA021350	Charter – Legal		RIPPT092	2013
T885	Phaser 5550 DN	KPA017817	Pers. Prop. – Joe F.		RIPPT091	2012
T886	Phaser 5550 DT	KPA008599	Pers. Prop. – Mike G.		RIPPT090	2009
T887	Phaser 4400 DX	LDT101360	Pers. Prop. – Terry D.		RIPPT089	2003
T889	Phaser 5550 DT	KPA018500H	Charter – Public Area		RIPPT087	2012
T890	Phaser 6700 DT	AB9777378	Charter – Near Pub. Area		RIPPT086	2013
T891	Phaser 5400	FNNW007212	OIT – 300 W. Preston		RIPPT085	2003
T892	Xerox 700X**	MAV780303	Print Outsourcing Center		RIPPT084	N/A
T893	Phaser 5550 DN	KPA021348	Charter – UCC Area		RIPPT083	2013

IP Addresses will be provided at time of Contract Award.

**This printer has been leased by SDAT via a separate agreement outside of our Xerox Contract ~ BPO E50B7200044

Outsourcing Center Report November - 2013

Corporate Charter (36003)					
	Pages	% of Division Work	% of Total Work	Pages YTD	% of YTD Work
BADCHK =	6	0.03%	0.01%	6	0.00%
CACCPT =	7980	53.30%	15.22%	111827	13.54%
CHKBAD =	0	0.00%	0.00%	9	0.00%
CHTACC =	0	0.00%	0.00%	0	0.00%
CHTREJ =	0	0.00%	0.00%	0	0.00%
CRBLNK =	0	0.00%	0.00%	0	0.00%
CREJCT =	324	2.16%	0.62%	4101	0.50%
CRTGST =	4221	28.19%	8.05%	50827	6.15%
CRTGRE =	0	0.00%	0.00%	39	0.00%
FC1NOT =	0	0.00%	0.00%	0	0.00%
FC2NOT =	0	0.00%	0.00%	0	0.00%
FD1NOT =	0	0.00%	0.00%	0	0.00%
FD2NOT =	0	0.00%	0.00%	0	0.00%
FF1NOT =	0	0.00%	0.00%	0	0.00%
FF2NOT =	0	0.00%	0.00%	0	0.00%
FORFC1 =	0	0.00%	0.00%	8449	1.02%
FORFC2 =	0	0.00%	0.00%	154	0.02%
FORFD1 =	4	0.03%	0.01%	76679	9.28%
FORFD2 =	0	0.00%	0.00%	2884	0.35%
FORFF1 =	4	0.03%	0.01%	5910	0.72%
FORFF2 =	0	0.00%	0.00%	121	0.01%
GRCERT =	7	0.05%	0.01%	136	0.02%
GRRENT =	0	0.00%	0.00%	6	0.00%
PENREF =	0	0.00%	0.00%	0	0.00%
PENRFD =	2	0.01%	0.00%	23	0.00%
RDUPNS =	14	0.09%	0.03%	485	0.06%
RECDUP =	0	0.00%	0.00%	0	0.00%
RECNOF =	0	0.00%	0.00%	0	0.00%
RFENRM =	4	0.03%	0.01%	36	0.00%
RINCID =	0	0.00%	0.00%	0	0.00%
RNOFEN =	0	0.00%	0.00%	7	0.00%
RSOSTD =	49	0.33%	0.09%	864	0.10%
SOPACC =	167	1.12%	0.32%	2483	0.30%
SOPAFD =	3	0.02%	0.01%	44	0.01%
SOPSTD =	12	0.08%	0.02%	175	0.02%
SRVPRC =	0	0.00%	0.00%	0	0.00%
STDRSN =	0	0.00%	0.00%	0	0.00%
TRDNEW =	1901	12.70%	3.63%	18805	2.28%
TRDSTD =	276	1.84%	0.53%	4517	0.55%
TRENEW =	0	0.00%	0.00%	0	0.00%
Total =	14973		28.56%	288587	34.93%

Corporate Receipts (36003)					
	Pages	% of Division Work	% of Total Work	Pages YTD	% of YTD Work
PENINC =	0	0.00%	0.00%	0	0.00%
RDUPFL =	110	26.57%	0.21%	1455	0.18%
RDUPPN =	11	2.66%	0.02%	217	0.03%
RECFEE =	0	0.00%	0.00%	0	0.00%
RECFIL =	0	0.00%	0.00%	0	0.00%
RECINC =	0	0.00%	0.00%	0	0.00%
RECNOF =	0	0.00%	0.00%	0	0.00%
RECNRQ =	0	0.00%	0.00%	0	0.00%
RECPD =	0	0.00%	0.00%	0	0.00%
RFEIN =	0	0.00%	0.00%	1	0.00%
RFEERQ =	266	64.25%	0.51%	6292	0.76%
RNOFEE =	21	5.07%	0.04%	690	0.08%
RNOREQ =	2	0.48%	0.00%	236	0.03%
RPENAM =	0	0.00%	0.00%	16	0.00%
RPENRM =	4	0.97%	0.01%	36	0.00%
Total =	414		0.79%	8943	1.08%

Personal Property (51012)					
	Pages	% of Division Work	% of Total Work	Pages YTD	% of YTD Work
BUSEXM =	0	0.00%	0.00%	0	0.00%
DSCRY1 =	0	0.00%	0.00%	0	0.00%
DSCRY2 =	0	0.00%	0.00%	0	0.00%
DSCRY3 =	0	0.00%	0.00%	0	0.00%
DSCRY4 =	0	0.00%	0.00%	0	0.00%
ESNOTE =	0	0.00%	0.00%	0	0.00%
EXTAMT =	0	0.00%	0.00%	0	0.00%
EXTDLT =	1	0.01%	0.00%	55	0.01%
EXTDUP =	0	0.00%	0.00%	12	0.00%
EXTFEE =	0	0.00%	0.00%	0	0.00%
EXTIDO =	0	0.00%	0.00%	0	0.00%
EXTSTD =	0	0.00%	0.00%	7	0.00%
FNLNOT =	0	0.00%	0.00%	0	0.00%
PDSCY1 =	0	0.00%	0.00%	0	0.00%
PDSCY2 =	0	0.00%	0.00%	196	0.02%
PDSCY3 =	0	0.00%	0.00%	14	0.00%
PDSCY4 =	0	0.00%	0.00%	0	0.00%
PDSCY5 =	0	0.00%	0.00%	0	0.00%
PDSCY6 =	0	0.00%	0.00%	0	0.00%
PDSCY7 =	0	0.00%	0.00%	0	0.00%
PDSCY8 =	0	0.00%	0.00%	0	0.00%
PENDEL =	0	0.00%	0.00%	0	0.00%
PENDLT =	449	2.81%	0.88%	4138	0.50%
PENNOT =	0	0.00%	0.00%	0	0.00%
PENNTE =	2960	18.53%	5.65%	18130	2.19%
PENORG =	0	0.00%	0.00%	0	0.00%
PENREM =	0	0.00%	0.00%	0	0.00%
PENREV =	27	0.17%	0.05%	353	0.04%
PENRMV =	325	2.03%	0.62%	1244	0.15%
PPCERT =	404	2.53%	0.77%	5935	0.72%
PPESMT =	2	0.01%	0.00%	19624	2.38%
PPFINL =	2	0.01%	0.00%	34	0.00%
PPREJ =	0	0.00%	0.00%	0	0.00%
PPCERT =	404	2.53%	0.77%	5935	0.72%
PRCERT =	0	0.00%	0.00%	0	0.00%
PPNOTE =	11111	69.57%	21.19%	122973	14.89%
PRNOTE =	0	0.00%	0.00%	0	0.00%
RPENRM =	4	0.03%	0.01%	36	0.00%
RPPSTD =	233	1.46%	0.44%	8787	1.06%
RSOSTD =	49	0.31%	0.09%	864	0.10%
Total =	15971		30.46%	188337	22.80%
UCC (37003)					
	Pages	% of Division Work	% of Total Work	Pages YTD	% of YTD Work
UACCPY =	3446	93.87%	6.57%	46604	5.64%
UCCACC =	0	0.00%	0.00%	0	0.00%
UCCREJ =	0	0.00%	0.00%	0	0.00%
UCCSTD =	0	0.00%	0.00%	0	0.00%
UREJCT =	72	1.96%	0.14%	1058	0.13%
USTDAL =	163	4.17%	0.28%	2165	0.26%
Total =	3671		7.00%	49827	6.03%
Internet Jobs(37003)					
	Pages	% of Internet Work	% of Total Work	Pages YTD	% of YTD Work
CRBLNK =	2875	100%	5.48%	31480	3.81%

Real Property Notices (20112)					
	Pages	% of Division Work	% of Total Work	Pages YTD	% of YTD Work
ADDR CHG	0	0.00%	0.00%	0	0.00%
CI5F =	0	0.00%	0.00%	3243	0.39%
CNIF =	0	0.00%	0.00%	14120	1.71%
CYCLE =	0	0.00%	0.00%	1294	0.16%
FINAL =	893	86.78%	1.70%	35681	4.32%
GENNOT =	0	0.00%	0.00%	26558	3.21%
HNT =	136	13.22%	0.26%	16913	2.05%
Total =	1029		1.96%	97809	11.84%
Tax Credits (81001)					
	Pages	% of Division Work	% of Total Work	Pages YTD	% of YTD Work
CERTS =	0	0.00%	0.00%	2831	0.34%
DENIAL =	1201	41.19%	2.29%	18308	2.22%
REJECTS =	1715	58.81%	3.27%	25524	3.09%
Total =	2916		5.56%	46663	5.65%
Homestead Credit (82003)					
	Pages	% of Internet Work	% of Total Work	Pages YTD	% of YTD Work
HOMDNL =	2142	20.24%	4.09%	11352	1.37%
HOMTRN =	6963	65.80%	13.28%	78291	9.48%
HOMSTD =	810	7.65%	1.54%	13617	1.65%
HMINFO =	630	5.95%	1.20%	11008	1.33%
HMINF1 =	37	0.35%	0.07%	196	0.02%
HOMSPH =	0	0.00%	0.00%	0	0.00%
HOMSBX =	0	0.00%	0.00%	0	0.00%
HOMSVX =	0	0.00%	0.00%	0	0.00%
Total =	10582		20.18%	114464	13.86%
Total =	52431		YTD Total =	826110	

Outsourcing Center Report Monthly Totals 2013

	January % of Total	February % of Total	March % of Total	April % of Total	May % of Total	June % of Total
Corporate Charter	27.84%	22.17%	37.19%	33.65%	29.23%	20.21%
Corporate Receipts	0.26%	0.57%	1.15%	1.50%	1.84%	1.55%
Personal Property	14.20%	10.19%	22.86%	19.45%	18.14%	16.20%
UCC	7.47%	5.57%	8.43%	9.24%	8.00%	5.15%
Internet	3.63%	3.41%	7.33%	6.00%	4.37%	2.94%
Real Property	33.26%	41.36%	19.13%	20.05%	10.61%	7.52%
Tax Credits	3.64%	2.64%	3.44%	4.74%	7.25%	12.43%
Homestead Credit	9.69%	14.09%	0.46%	5.37%	20.56%	33.99%
	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%

	July % of Total	August % of Total	September % of Total	October % Of Total	November % of Total	December % of Total
Corporate Charter	20.10%	35.45%	69.30%	34.67%	28.56%	
Corporate Receipts	2.26%	1.21%	0.35%	0.80%	0.79%	
Personal Property	44.40%	33.40%	14.78%	31.47%	30.46%	
UCC	5.17%	5.90%	2.87%	6.87%	7.00%	
Internet	2.77%	4.27%	1.64%	4.65%	5.48%	
Real Property	3.06%	3.13%	1.26%	0.83%	1.96%	
Tax Credits	9.11%	4.68%	2.92%	5.38%	5.56%	
Homestead Credit	13.12%	11.95%	6.87%	15.32%	20.18%	
Total	100.00%	100.00%	100.00%	100.00%	100.00%	

Outsourcing Center Report YTD Totals 2013

	January % of Total	February % of Total	March % of Total	April % of Total	May % of Total	June % of Total
Corporate Charter	27.84%	24.89%	28.07%	29.28%	29.27%	27.34%
Corporate Receipts	0.26%	0.43%	0.61%	0.80%	1.01%	1.13%
Personal Property	14.20%	12.11%	14.89%	15.88%	16.34%	16.31%
UCC	7.47%	6.48%	6.98%	7.47%	7.58%	7.06%
Internet	3.63%	3.51%	4.50%	4.82%	4.73%	4.35%
Real Property	33.26%	37.48%	32.73%	29.99%	26.05%	22.10%
Tax Credits	3.64%	3.12%	3.20%	3.53%	4.29%	6.02%
Homestead Credit	9.69%	11.98%	9.00%	8.22%	10.73%	15.68%
Totals	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%

	July % of Total	August % of Total	September % of Total	October % Of Total	November % of Total	December % of Total
Corporate Charter	26.00%	27.20%	35.43%	35.37%	34.93%	
Corporate Receipts	1.34%	1.32%	1.13%	1.10%	1.08%	
Personal Property	21.50%	23.01%	21.40%	22.28%	22.80%	
UCC	6.71%	6.61%	5.88%	5.97%	6.03%	
Internet	4.06%	4.08%	3.61%	3.70%	3.81%	
Real Property	18.58%	16.62%	13.62%	12.51%	11.84%	
Tax Credits	6.59%	6.35%	5.68%	5.65%	5.65%	
Homestead Credit	15.21%	14.80%	13.25%	13.43%	13.86%	
Totals	100.00%	100.00%	100.00%	100.00%	100.00%	

CERTIFICATION OF RECEIPT OF INFORMATION ON UNAUTHORIZED INSPECTION OR DISCLOSURE OF FEDERAL TAX INFORMATION

I, _____, am an employee of the Maryland Department of Assessments and Taxation and as part of my job, I will have access to federal tax information (FTI), including Social Security numbers. I have been advised that under the federal law, I may only access, inspect or use FTI for the purpose of performing my state job. Any unauthorized inspection, use or disclosure of FTI may subject me to civil liability and/or criminal penalties, as follows:

Under 26 USCS § 7213A, any willful inspection of FTI that is unauthorized or outside of the authorization of my job is a violation of the law punishable by a fine not exceeding \$1,000, or imprisonment of not more than one year, or both, together with the cost of prosecution. Under 26 USCS § 7213, any willful disclosure of FTI that is unauthorized or outside of the authorization of my job is a felony punishable by a fine not exceeding \$5,000, or imprisonment of not more than five years, or both, together with the cost of prosecution.

Under 26 USCS § 7431, any person who knowingly or by reason of negligence inspects or discloses FTI is subject to a civil action by the aggrieved taxpayer for damages that equals the greater of \$1,000 per inspection or disclosure or actual damages. Willful inspections or disclosures or ones that are the result of gross negligence may subject the offender to punitive damages.

I have reviewed the Maryland Privacy Act Notification on the reverse side of this acknowledgement form.

I have had the above laws explained to me and have had an opportunity to ask any questions. I have been instructed that if I have a question or concern about any access or inspection of FTI being authorized, it is my responsibility to consult with my immediate supervisor for guidance and that I am to notify my immediate supervisor of any inadvertent access or inspection that may occur while performing my job.

Signature of Employee

Date

As the above employee's supervisor, I certify that this employee received the Annual Unauthorized Access Briefing on the date noted above.

Supervisor's Name (print or type)

Signature of Supervisor

Date

Telephone Number

PRIVACY AND STATE DATA SYSTEM SECURITY NOTICE

The principal purpose for which this information is sought is to determine your eligibility for a tax credit. Failure to provide this information will result in a denial of your application. Some of the information requested would be considered a "Personal Record" as defined in State Government, Article, §10-624 consequently, you have the statutory right to inspect your file and to file a written request to correct or amend any information you believe to be inaccurate or incomplete. Additionally, it is unlawful for any officer or employee of the state or any political subdivision to divulge any income particulars set forth in the application or any tax return field except in accordance with judicial legislative order. However, this information is available to officers of the state, county or municipality in their official capacity and to taxing officials of any other state, or the federal government, as provided by statute.

OFFICE OF INFORMATION TECHNOLOGY POLICIES



FEBRUARY 2010

**State Department of Assessments and Taxation
Agency Policy Regarding the Use of PC Software**

1. Personal Computers (PC) and the software installed, including the e-mail system (GroupWise or its replacement), belongs to or are licensed to the State Department of Assessments and Taxation (SDAT) and are to be used for business purposes only. In its sole discretion, SDAT will determine and authorize the users of all PC's and software.
2. SDAT has purchased licenses from a variety of outside companies. SDAT understands it does not own this software or its related documentation and, unless authorized by the software developer, does not have the right to reproduce it.
3. Concerning use on local area networks or on multiple machines to protect LANs, SDAT employees shall only use authorized software packages. To ensure protection from virus attacks and disaster backup, all authorized software will be installed by the Office of Information Technology (OIT) personnel, and those authorized software packages will be used only according to the license and contractual agreements.
4. If the undersigned employee is authorized to use SDAT's e-mail system, the employee acknowledges
 - a) that all e-mail correspondence, both originating from and received by a SDAT PC, is the property of SDAT and subject to monitoring by management, and
 - b) that the use of the e-mail system to send improper messages is strictly prohibited and may result in disciplinary action, including termination. Such improper use would include, but not exclusively, the sending or knowingly receiving of images or text that are considered pornographic in nature, ethnic slurs, racial epithets, or anything that may be construed to be illegally harassing or offensive to others based on age, race, ancestry, color, creed, national origin, mental or physical disability, religion, marital status, sex or sexual orientation.
5. SDAT employees learning of any misuse of software or related documentation within the Department shall notify the Department's OIT unit.
6. According to the U.S. Copyright Law, illegal reproduction of software can be subject to civil damages of \$100,000; fines as much as \$250,000 and jail terms of up to five years. SDAT employees are prohibited from making, acquiring or using unauthorized copies of computer software or otherwise violating any license agreements and shall be disciplined as appropriate under the circumstances.
7. SDAT will continue to implement security practices as defined by the State Data Security Committee.

**State Department of Assessments and Taxation
Internet Usage Policy**

The "Internet" is an international network of computer systems that affords millions of users the opportunity to exchange information and access an enormous amount of data presented by organizations and individuals. Internet access in the State Department of Assessments and Taxation (SDAT) is limited to those individuals who have a business need for that capability.

Internet usage is exclusively for the business purposes of SDAT. All users to the Internet must have prior written authorization. Unauthorized connections to the Internet are prohibited.

In order to maintain the security and inventory of computer software owned by SDAT, the Office of Information Technology (OIT) personnel are the only ones authorized to install software on SDAT's computers. While data files may be downloaded for legitimate business purposes, software may not be downloaded from the Internet except by OIT personnel. Additionally, confidentiality in electronic transmissions is not assured. Therefore, information which is confidential under state or federal law should not be transferred by way of the Internet.

The OIT monitors the use of the SDAT network and may monitor Internet access, without notice to the user. Inappropriate use of Internet capabilities may result in the loss of usage rights and disciplinary action up to and including termination of employment. Anyone using this system expressly consents to such monitoring and is advised that evidence of possible criminal activities will be referred to law enforcement authorities.

State Department of Assessments and Taxation E-mail Policy and Standards

PURPOSE

This policy statement by the Office of Information Technology (OIT), representing the State Department of Assessments and Taxation (SDAT), is to ensure the proper use of the SDAT e-mail system and make users aware of what conduct SDAT deems to be acceptable and unacceptable.

SCOPE

This policy applies to SDAT permanent and temporary employees, contractors, consultants, and any users affiliated with third parties, who have access to the e-mail system. It covers e-mail located on personal computers, servers, and any storage devices under the jurisdiction and/or ownership of SDAT.

POLICY COMPLIANCE

All e-mail users are expected to be familiar with and to comply with this policy. SDAT reserves the right to amend this policy at its discretion. If there is evidence that a user is not adhering to this policy, SDAT reserves the right to take disciplinary action, including revoking e-mail system privileges and/or other disciplinary action as set forth in State personnel regulations, up to and including termination.

STATE PROPERTY

All messages distributed via the e-mail system, even personal e-mails, are considered to be the property of SDAT. Any user of the e-mail system must have no expectation of privacy in anything created, stored, sent, or received.

USER AUTHENTICATION

All users of the SDAT e-mail system will have an individually assigned logon ID. Authentication to the SDAT e-mail system will require the entry of this logon ID and an associated password created by the user. A user must never share or reveal this password to anyone, unless requested by an authorized SDAT security officer or the e-mail administrator. To do so will expose the user to responsibility for the actions of other parties. It is strictly prohibited for a user to forge or attempt to forge e-mail messages, or disguise or attempt to disguise their identity when sending e-mail.

AUTHORIZED USAGE

The SDAT e-mail system is a business communication tool and users are obliged to use the e-mail system in a responsible, effective and lawful manner. A user should apply the same care in the use of e-mail that they would for any other type of communication. Users are forbidden from using the e-mail system for private business activities, amusement, or entertainment purposes. It is strictly prohibited for a user to send or forward e-mails containing libelous, defamatory, offensive, racist or obscene remarks. If a user receives an e-mail of this nature, they must promptly notify their supervisor. A user is prohibited from sending unsolicited e-mail messages or chain mail. A user is prohibited from automatically forwarding messages to parties outside SDAT. Unless authorized by the SDAT Chief Information Officer (CIO), employees may not disclose, or assist in the disclosure of another user's e-mail.

SYSTEM MONITORING

Users expressly waive any right of privacy in anything they create, store, send or receive on the e-mail system. Users should structure their e-mail use with the understanding SDAT may, from time to time, examine the content of a user's e-mail. In order to provide a productive and

appropriate work environment for its e-mail system users, SDAT has installed software applications which automatically prevent the receiving of unsolicited mail and mail with inappropriate content. This software uses rules which inspect incoming mail and looks for certain phrases in the content or examines the author of the mail. If a user should receive mail

which they consider inappropriate, they should immediately notify their supervisor. The supervisor should notify the e-mail system administrator. The administrator will then implement new rules to block such mail. For security and virus protection, e-mail attachments or files with the following extensions *.exe, *.bat, *.pif, *.com, *.gif, and *.scr will be blocked both inbound and outbound. A user should never open an attachment they are not expecting to receive or from someone they are not familiar. SDAT monitors the performance of the e-mail system in order to ensure the ongoing availability and reliability of the system. It is the policy of SDAT not to regularly monitor the content of e-mail. However, the content of e-mail may be monitored without prior notification to the user at SDAT's discretion. In addition, a review of the content of a user's e-mail may be necessary to resolve a problem with a user's mailbox or a general system problem. It is prohibited for any employee to review the content of a user's e-mail out of personal curiosity or at the behest of individuals who have not gone through the proper approval channels (supervisor, appointing authority, CIO etc.). SDAT reserves the right to implement any monitoring as mandated under the IT Security Policies and Standards as promulgated by the Department of Budget and Management (DBM).

NONPUBLIC DATA

Recognizing that some information is intended for specific individuals and may not be appropriate for general distribution, e-mail users should exercise caution when sending such mail. Sensitive information or nonpublic data (information considered protected under either State of Maryland or Federal privacy rules or regulations or designated for internal use only by SDAT) must not be sent to any party outside SDAT without the prior approval of a program director. GroupWise, the e-mail service used by SDAT, provides encryption protection for mail sent within the system. Once mail leaves the SDAT e-mail system, SDAT can not guarantee that it will be protected from unauthorized access.

ADDITIONAL GUIDELINES

All e-mail is stored on a network server and these servers are backed-up nightly. Therefore a user's e-mail is protected from loss if a server should fail. It is recommended that a user purge e-mail that is over a year old, unless its retention is required due to State or SDAT policies. Users, who have a business reason to keep e-mail for a period longer than a year, should contact the e-mail system administrator for guidance in archiving such mail. The following practices should be followed by a user to insure the privacy of their mail:

- Never leave your e-mail application active when you intend to be away from your work station. Since GroupWise Client does not have an idle time feature to automatically lock access to your e-mail account, you should close your e-mail application, including the Notify. For GroupWise WebAccess, the idle time is 30 minutes before the application is closed and requires authentication by password to reactivate.

- Create passwords that are not related to personal information, such as birth dates, relatives' names, pet names, etc. which could be guessed after several attempts. All passwords should conform to the same rules as outlined in Logon ID Standards on the SDAT Intranet site.
- Establish new passwords periodically. State security policy requires passwords to be changed every 45 days when accessing secure file systems. OIT does not currently require this for individual e-mail accounts.
- Instead of closing your GroupWise Client and Notify applications, you may wish to prevent access to your desktop by setting up a screen saver that is activated after a specified idle time (no longer than 30 minutes) and requires a password to exit back to the desktop. For Windows 2000 and higher operating systems, this will be your Novell logon password. For Windows 98, the user will have to create a password for the screen saver.

QUESTIONS

If a user has any questions or comments about this e-mail policy, they should contact their supervisor. The supervisor should then direct them to the CIO.

Dated: 6/7/2005

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OFFICE OF INFORMATION TECHNOLOGY
DECLARATION

I, _____ (please print) the undersigned, have read and understand the Office of Information and Technologies policies on the Use of PC Software, Internet Usage and SDAT EMAIL. I agree to abide by the terms of these policies and understand that failure to do so might result in disciplinary or legal action.

County or Office Location: _____

Signature of Employee

Date

Employee's Division Director/County Supervisor

Date

Signature of Lisa Broznowicz, IT Director II

Date