



**Consulting and Technical Services II (CATS II)
TASK ORDER REQUEST FOR PROPOSALS (TORFP)**

**Maryland Accountability and Reporting
System (MARS)**

Operation and Maintenance Support

CATS II TORFP # R00B9200171

Maryland State Department of Education (MSDE)

Office of Information Technology (OIT)

&

Division of Business Services (DBS)

School Community and Nutrition Programs Branch (SCNPB)

ISSUE DATE: WEDNESDAY, JULY 25, 2012

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I. KEY INFORMATION SUMMARY SHEET

This Consulting and Technical Services II (CATS II) Task Order Request for Proposals (TORFP) R00B9200171 is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. All CATS II Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. Master Contractors choosing not to submit a proposal must submit a Master Contractor Feedback form. The form is accessible via your CATS II Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu. In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS II RFP issued by the Maryland Department of Information Technology and subsequent Master Contract Project Number 060B9800035, including any amendments.

TORFP Title:	Maryland Accountability and Reporting Systems Operations and Maintenance
Functional Area:	Functional Area 5 – Software Engineering
TORFP Issue Date:	WEDNESDAY, JULY 25, 2012
Closing Date and Time:	TUESDAY, AUGUST, 21, 2012 NO LATER THAN 2:00 EST
TORFP Issuing Agency:	Maryland State Department of Education Division of Business Services School Community and Nutrition Programs Branch 200 West Baltimore Street Baltimore, MD 21201
Send Questions and Proposals to:	Dorothy M. Richburg, Procurement Officer drichburg@msde.state.md.us
TO Procurement Officer:	Dorothy M. Richburg, Procurement Officer Maryland State Department of Education 200 West Baltimore Street; Baltimore, MD 21201 Telephone: 410-767-0628; Fax: 410-333-2017 email: drichburg@msde.state.md.us
TO Manager:	Gail Robinson Maryland State Department of Education School Community and Nutrition Programs Branch 200 West Baltimore Street; Baltimore, MD 21201 Telephone: 410-767-3483 email: grobinso@msde.state.md.us
TO Project Number:	R00B9200171
TO Type:	Time and Material
Period of Performance:	One Year Base Period and 1 Year Renewal Option. Not-to-exceed May 31, 2014
MBE Goal:	10 Percent
Small Business Reserve (SBR):	No
Primary Place of Performance:	Maryland State Department of Education 200 West Baltimore Street Baltimore, MD 21201
TO Pre-proposal Conference:	Maryland State Department of Education 200 West Baltimore Street, 8th Floor, CR 6 Baltimore, MD 21201 WEDNESDAY, AUGUST 1, 2011 @ 2:00 PM EST See Attachment 5 for directions.

II. NOTICE TO MASTER CONTRACTORS

All CATS II Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. Those Master Contractors deciding not to submit a TO Proposal are required to submit the reason(s) why per Section 3.1 of the TORFP. If you have chosen not to propose to this TORFP, you must complete and email this notice to the TO Procurement Officer. If you are submitting a TO Proposal, we also ask that you take a few minutes and provide comments and suggestions regarding the enclosed TORFP.

**TORFP Title: MARYLAND ACCOUNTABILITY AND REPORTING SYSTEM
OPERATION AND MAINTENANCE**

TORFP No R00B9200171

1. If you have responded with a "not submitting Task Order Proposal", please indicate the reason(s) below:
 - Other commitments preclude our participation at this time.
 - The subject of the TORFP is not something we ordinarily provide.
 - We are inexperienced in the services required.
 - Specifications are unclear, too restrictive, etc. (Explain in REMARKS section.)
 - The scope of work is beyond our present capacity.
 - Doing business with the State of Maryland is too complicated. (Explain in REMARKS section.)
 - We cannot be competitive. (Explain in REMARKS section.)
 - Time allotted for completion of a Task Order Proposal is insufficient.
 - Start-up time is insufficient.
 - Bonding/Insurance requirements are too restrictive. (Explain in REMARKS section.)
 - TORFP requirements (other than specifications) are unreasonable or too risky. (Explain in REMARKS section.)
 - Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section.)
 - Payment schedule too slow.
 - Other: _____.

2. If you have submitted a Task Order Proposal, but wish to offer suggestions or express concerns, please use the Remarks section below.

Remarks:

Master Contractor Name: _____ Date: _____

Contact Person: _____ Phone _____ email _____

**MARYLAND ACCOUNTABILITY AND REPORTING SYSTEM
OPERATION AND MAINTENANCE
TORFP #R00B9200171**

III. PRE-PROPOSAL CONFERENCE INTENT TO ATTEND

Print or Type

NAME OF COMPANY:

ADDRESS OF COMPANY:

FAX NUMBER:

E-MAIL ADDRESS:

**EXPECTED NUMBER OF ATTENDEES:
NAME OF PRIMARY CONTACT FOR
PURPOSES OF SENDING INFORMATION:**

**If you are unable to attend the Pre-Proposal conference or submit a proposal, for this project,
please fill out the bottom portion of this letter and return to:**

Maryland State Department of Education
Attention: Dorothy M. Richburg, Procurement Officer
200 West Baltimore Street
Baltimore, Maryland 21201

I ___ will ___ will not attend the pre-proposal conference

I ___ will ___ will not submit a proposal for this project. If not, please explain:

___ Too busy at this time

___ Not engaged in this type of work

___ Site location too distant

___ Project too large/small (circle one)

___ Other (specify)

Do you wish to receive solicitations for similar/other projects in the future? ___ Yes ___ No

Signature _____ Company Name _____

Date _____ Telephone No. _____

Insert RFP# _____ Fax No. _____

Are you a member of the Small Business Reserve Program? ___ Yes ___ No

Are you a MBE Yes ___ No ___

SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

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

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

1.2 TO AGREEMENT

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

1.3 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the date and exact time stated in the Key Information Summary Sheet above. The date and time of submission is determined by the date and time of arrival in the TO Procurement Officer's e-mail box. The TO Proposal is to be submitted via e-mail as three emails in MS Word format. Emails shall not exceed 5 MB each.

The response to this TORFP shall be submitted as three separate emails as follows:

Email #1: Technical Proposal

- Subject line: "CATS II TORFP #R00B9200171 – Technical Proposal"

Email #2: Price Proposal

- Subject line: "CATS II TORFP #R00B9200171 – Price Proposal"
- Attach the Price Proposal (TORFP Attachment 1) as a single .PDF file to this email. Include the three price sheets (base year, option year one, and option year two) in the single .PDF attachment.

Email #3: Proposal Attachments

- Subject line: "CATS II TORFP #R00B9200171 – Proposal Attachments"
- Attach the signed *Conflict of Interest and Disclosure Affidavit* (TORFP Attachment 3) in .PDF format.
- Attach the signed *Non-Disclosure Agreement (TO Contractor)* (TORFP Attachment 8) in .PDF format.
- Attach the signed *Living Wage Affidavit* (Attachment 10 to the CATS II Master Contract RFP) in .PDF format.
- MBE Participation Exhibits in .PDF format.

1.4 ORAL PRESENTATIONS/INTERVIEWS

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

1.5 CONFLICT OF INTEREST

The TO Contractor awarded the TOA shall provide IT technical and/or consulting services for State agencies or component programs with those agencies, and must do so impartially and without any conflicts of interest. Each Master Contractor shall complete and include a Conflict of Interest Affidavit in the form included as Attachment 3 this TORFP with its TO Proposal. If the TO Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the TO Procurement Officer may reject a Master Contractor's TO Proposal under COMAR 21.06.02.03B.

Master Contractors 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.

1.6 NON-DISCLOSURE AGREEMENT

Certain system documentation may be available for potential Offerors to review at a reading room at MSDE. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of Attachment 7. Please contact the TO Procurement Officer of this TORFP to schedule an appointment.

In addition, certain documentation may be required by the TO Contractor awarded the TOA in order to fulfill the requirements of the TOA. The TO Contractor, employees and agents who review such documents will be required to sign, including but not limited to, a Non-Disclosure Agreement (TO Contractor) in the form of Attachment 8.

1.7 LIMITATION OF LIABILITY CEILING

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

1.8 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

The Department of Information Technology (DoIT) is responsible for contract management oversight on the CATS II Master Contract. As part of that oversight, DoIT has implemented a process for self-reporting contract management activities of CATS II Task Orders (TO). This process shall typically apply to active TOs for operations and maintenance services valued at \$1 million or greater, but all CATS II TOs are subject to review.

Attachment 9 is a sample of the TO Contractor Self-Reporting Checklist. DoIT will send initial checklists out to applicable TO Contractor approximately three months after the award date for a TO. The TO Contractor shall complete and return the checklist as instructed on the checklist. Subsequently, at six month intervals from the due date on the initial checklist, the TO Contractor shall update and resend the checklist to DoIT.

1.9 MINORITY BUSINESS ENTERPRISE SUBCONTRACT PARTICIPATION GOAL

A MBE subcontract participation goal has been established for this Contract. By submitting a response to this solicitation, the Offeror agrees that the MBE goals of the contract will be performed by certified minority business enterprises as specified. A prime contractor, including an MBE prime contractor, must accomplish an amount of work not less than the MBE subcontract goal with certified MBE subcontractors. A prime contractor comprising a joint venture that includes MBE partner(s) must accomplish the MBE subcontract goal with certified MBE subcontractors. See Exhibit D for details. Failure of the Offeror to complete, sign, and submit all required MBE documentation at the time it submits its response to the RFP will result in the State's rejection of the Contractor's response to the RFP.

Please note that the Maryland State Department of Education will deny a waiver from any vendor who applies for Minority Business Enterprise sub-goal waiver but is unable to provide the required verifiable documentation as specified in COMAR 21.11.03.11 and the attached Exhibit D-6.

A current directory of certified MBEs is available through the Maryland State Department of Transportation, Office of Minority Business Enterprise, 7201 Corporate Drive, P.O. Box 548, Hanover, Maryland 21076. The phone number is 410-865-1269.

The directory is also available at <http://www.mdot.state.md.us>. Select the MBE Program label at the left side of the web site, half way down. The most current and up-to-date information on MBE's is available via this web site. If you need any additional helpful information to reach the MBE goal, that could not be obtained in the MBE directory, you may contact the Governor's Office of Minority Affairs.

Minority business enterprises are encouraged to respond to this solicitation.

SECTION 2 – SCOPE OF WORK

2.1 PURPOSE

MSDE is issuing this CATS II TORFP to obtain technical services to provide Operations and Maintenance (O&M) support and to work with MSDE resources on related updates, security, and performance matters for the current MARS Application. Service shall include modifying, and enhancing the intranet and extranet web-based solutions hosted by MSDE and related support for successful operation of the MARS application.

MARS is critical to the efficient processing of customer: applications and supporting materials, claims and payment processing; as well as providing oversight of customer activities, and State and Federal Reporting. The State of Maryland, Federal legislation, as well as the General Assembly, continues to place additional demands on MSDE to increase effective participation in the Nutrition Food Programs.

Acronym	Description
CATS II	Consulting and Technical Services II
CCATS	Child Care Administrative Tracking System
CIO	Chief Information Officer
CO	Change Order
COMAR	Code of Maryland Regulations
COMAR	Code of Maryland Regulations
COTS	Commercial Off The Shelf
CRM	Customer Relationship Management
DBA	Data Base Administrator
DBS	Division of Business Services
DoIT	Department of Information Technology
DR	Disaster Recovery
FMIS	Financial Management Information System
IDIQ	Indefinite Demand Indefinite Quantity
IRS	Internal Revenue Service
IVR	Integrated Voice Response
MARS	Maryland Accountability and Reporting System
MBE	Minority Business Enterprise
MSDE	Maryland State Department of Education
NTP	Notice To Proceed
O&M	Operation and Maintenance Support
OIT	Office of Information Technology
PM	Project Manager
QA	Quality Assurance
RFP	Request for Proposal

Acronym	Description
SBR	Small Business Reserve
SCNPB	School Community and Nutrition Programs Branch
SDLC	System Development Life Cycle
SME	Subject Matter Expert
SRE	Service Release Email
SSL	Secure Socket Layer
T&M	Time and Materials
TO	Task Order
TOA	Task Order Agreement
TORFP	Task Order Request for Proposal
USDA	United States Department of Agriculture
WBSCM	Web Based Supply Chain Management
WO	Work Orders

2.2 REQUESTING AGENCY INFORMATION

MSDE has been recognized for its leadership and innovative solution in School Community Nutrition Programs and supporting sponsors and their site.

MSDE SCNBP Organizational Principles

1. Provides quality products and services to all customers.
2. Embraces the mission of these United States Department of Agriculture (USDA) and the State Maryland Food and Nutrition Programs:
 - a. School Meals,
 - b. Special Milk,
 - c. Summer Food Special Program,
 - d. Family Child Care,
 - e. Child And Adult Day Care Centers,
 - f. National School Lunch Sponsored Food Distribution Program,
 - g. Program Fresh Fruits And Vegetable Participants,
 - h. Maryland Meals For Achievement,
3. To be accountable to our customers and to use public resources effectively.
4. Committed to growing the participation in our programs by developing awareness.
5. Believe cultural diversity, mutual trust, respect, open communication, and celebration of achievements is essential to a productive organization.

2.3 PROJECT BACKGROUND

MARS first release went into production in September of 2010, as a web-based intranet solution used by SCNBP staff at MSDE to track the approval and monitoring of Agencies and sites within USDA's approved programs but still allow legacy operations to handle the processing of financial claims. MARS second release, by the MARS Contractor, is on schedule for completion in the summer of 2012. MARS second release replaces all legacy operations and provides a

common web portal to all customers.

MARS is written using APS.Net and utilizes Microsoft SQL, Microsoft Office 2010, Microsoft Access for Ad Hoc Reporting services, and Microsoft SQL Reporting Services for scheduled reporting.

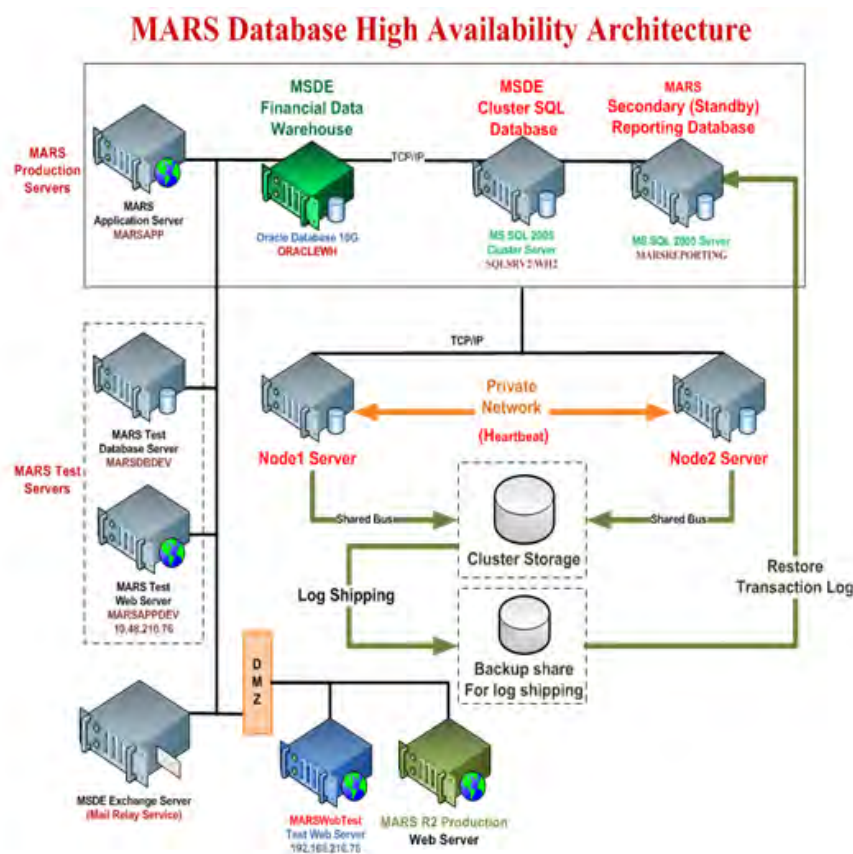
The current developer contractor is under contract to support MARS until the contract end date of October 30, 2012 for MARS Release-2.

MSDE has support staff and other contracts in place to manage data center operations, network operations, internet services, website hosting, MARS Help Desk, and MARS Customer Training. These activities are outside the scope of this TORFP.

MSDE MARS Project Steering Team determines the nature and priority of system changes in order to meet current and anticipated business needs. The primary objective of this TORFP is to maintain MARS as a stable responsive system to enable SCNPB staff and its customers a productivity tool to certify and reimburse qualified customers participating in supported Federal and State funded food programs.

1. SCNPB at MSDE is the business stakeholder responsible for MARS.
2. The original developer, MS Technologies (MST) located in Rockville Maryland, is supporting MARS application up to October 30, 2012.
3. There are approximately 700 external private and public agencies relying on MARS for the processing of their applications and claim reimbursement.

2.3.1 MARS ENVIRONMENT



MSDE uses VLANs to manage network communications. Direct access for customers is secured using Secure Socket Layer technologies over the internet.

MARS internal test servers MARSDBDEV and MARSAPPDEV are on their own private VLAN and a third test server, MARSWebTest resides in the DMZ, also in the DMZ is a server hosting MARS' extranet portal. The MARSWebTest

sever also hosts a copy of the MARS to allow SCNPB staff to conduct formal classroom training of MARS users.

This VLAN configuration allows MARS Test environment to be separated from MARS production environment and the associated firewall manages access by way of an Access Control List.

The internal MSDE SCNPB stakeholders log in to the internal MSDE network domain using their assigned domain username. After logging into MSDE network, the stakeholders have access to email, network printers, servers, internet access and access to MARS intranet server

From their browser, both internal and external users of MARS can enter MARS website name. The firewall uses the Access Control List to allow them access to MARS extranet. As they pass through the firewall, they will authenticate to the application.

MSDE Production environment includes servers to manage email, network authentication, DNS services, file storage, and printing services.

Remote access MSDE internal network is gained by using an authorized VPN client and user profile to connect to the VPN Concentrator at MSDE.

MARS manages and produces bookmarked Word documents, emails, and PDF files. Therefore, Microsoft Office and related add-ons are installed on the servers to allow these files to be created and viewed from the server.

MARS is based on Microsoft .NET platform and a COTS library licensed from the original developer, MS Technologies, located in Rockville Maryland (www.mstechnologies.com). MARS does not interface with the previous SCNPB legacy systems, but the legacy SQL database and the Microsoft Access front end are still used as a read only tool for historical reference. MARS interfaces include the;

1. State's FMIS
2. MSDE CCATS,
3. MSDE Financial Data Warehouse,
4. USDA reporting systems including ,
5. Federal Internal Revenue Service (IRS),
6. Large Agencies with Site uploads information to process both Applications and Site Claims, and
7. Maryland Department of Human Resources.

2.3.2 SYSTEM BACKGROUND AND DESCRIPTION

With the launch of MARS, MSDE has streamline the approval process and provided a common tool for processing all Agency and Domain Applications with the abilities to MSDE to send relevant emails look up contact information and send prepopulated emails from within MARS. Using MARS, customers agencies have the option to forgo duplicate data entry efforts by uploading large volume update files generated from the Agency's repository into MARS and validating the information prior to submitting for approval by SCNPB.

The information stored in MARS tracks information for approximately 700 Agencies. Each Agency participates in at least one or more nutrition programs and has at least one site location for each nutrition program they are participation.

The current production release of MARS supports more than 1200 users. MARS tracks all aspects of approving applications and claims reimbursement

1. MARS relies upon the following Enterprise technologies and components at MSDE:
 - a. Microsoft Windows Server 2003
 - b. Microsoft Active Directory
 - c. Microsoft SharePoint Server 2010 website management
 - d. Microsoft SharePoint Server 2010 search and document management
 - e. Microsoft SQL Server 2005
 - f. Internet Information Services 7.0

- g. Internet Explorer 8.0
 - h. Microsoft Exchange 2010
 - i. Microsoft Office 2010
2. Customizations include:
- a. Custom Microsoft Word Templates with bookmarks to pre-populate emails and MSWord documents
 - b. Custom Security functions and access control based on groups and roles based concepts
 - c. Custom database to maintain the data for the custom applications
 - d. Custom database maintenance packages in the form of Microsoft SQL packages
 - e. Custom Microsoft scheduling functions for reporting and emails based on configurable events.
 - f. Custom Reports, delivered through Microsoft SQL Reporting Services
 - g. While external scanning technologies are used, MARS uses integrated logic tag, link, and upload documents into MARS.
 - h. MS Technologies' COTS library has be customized for use in MARS
 - I. MST eAccounting™
 - a) Customizable to maintain up-to-date customer and vendor information
 - b) Customized security functions Equipped with import
 - II. MST's eWorkflow™
 - a) Manage the data and flow of executions between activities (Rule based routing).
 - b) Record workflow events (starting, completing, or faulting activities)
 - III. MST's eDocument Management™
 - a) Central metadata repository
 - b) Security controls
 - c) Customized user interface

2.4 MANAGEMENT ROLES AND RESPONSIBILITIES

The following defines MSDE and TO Contractor management roles and responsibilities. Actual O&M duties and responsibilities performed by TO Contractor personnel under the TO are detailed later in Section 2.6.

Role	Resource	Responsibilities
1. MSDE Executive Sponsor	MSDE	<ul style="list-style-type: none"> a. Executive stakeholder b. Top decision maker/overall approver c. Set priorities/direction (decision maker if conflicts of priorities occur) d. Signer of Acceptance WO prior to Invoice
2. MSDE Executive Team	MSDE	<ul style="list-style-type: none"> a. Point of Escalation for all conflicts, issues, priorities b. Actively engage in project meetings c. Responsible for supporting risk mitigation d. Responsible for authorizing and monitoring Change Orders requests

Role	Resource	Responsibilities
3. MARS Project Manager	MSDE	<ul style="list-style-type: none"> a. Provide Acceptance Document prior to the TO Contractor filing an invoice b. Track issues, enhancements, and releases c. Oversee change management and deliverable acceptance processes d. Approver of all project deliverables e. Facilitate meetings f. Oversee risk/issue management process g. Manage the overall schedule to ensure work is assigned and completed on time h. Ensure MSDE resources perform system testing and quality assurance i. Overall project communications/ proactively disseminate project information j. Oversee TO Contractor engagement k. Review and sign timesheets for onsite TO Contractor resources
4. Sponsor/CIO	MSDE	<ul style="list-style-type: none"> a. (CIO) Owner of the Technology solution(s) – decision maker b. Overall project oversight Responsible for supporting risk mitigation
5. MSDE/OIT Manager	MSDE	<ul style="list-style-type: none"> a. Oversee MSDE technical resources and assignments b. Coordinate tasks with MSDE/OIT staff c. Provide MSDE technical requirements and guidelines d. Review project materials (design/technical) e. Provider technical support for issue resolution
6. MSDE/Procurement/ MBE Administrator	MSDE	<ul style="list-style-type: none"> a. Attend meetings and review status reports b. Ensure MBE requirements are being met
7. Task Coordinator	TO Contractor	<ul style="list-style-type: none"> a. Log and track all tasks (and issues) for BOTH Production and Test environments b. Coordinate task resolution activities c. Prioritize tasks (WO, issues, release) – based on direction from MARS PM and Executive Sponsor d. Propose mitigations for identified risks and issues related to MARS operation or an assigned task e. Coordinate/ensure all changes (issue fixes, enhancements, releases) are tested and approved for User Acceptance Testing f. Coordinate testing and implementation of changes to production with QA staff and MARS PM and Executive Sponsor.
8. TO Contractor Program Manager	TO Contractor	<ul style="list-style-type: none"> a. Provide strategic direction for TO Contractor team b. Point of escalation for establishing and evaluating development policies, and quality assurance c. Define and collect metrics for project development d. Monitor progress and quality of deliverables e. Address assigned escalated issues

Role	Resource	Responsibilities
9. TO Contractor Project Manager	TO Contractor	<ul style="list-style-type: none"> a. Manage overall schedule to ensure tasks are assigned and completed on time b. Identify, track, manage and resolve project issues c. Proactively disseminate project information to all stakeholders d. Identify, manage, report on and mitigate project risk e. Identify critical path f. Propose technical solutions that meet acceptable quality standards and specifications defined in assigned work orders g. Provide official documentation deliverables h. Provide technical deliverables i. Provide overall TO Contractor communications j. Provide TO Contractor status report

2.5 REQUIREMENTS/SCOPE OF SERVICE

All work under this TORFP will be billed against assigned Work Orders. Work Orders will be assigned as needed based on a time and materials (T&M) basis up to the hours defined in Attachment 1 - PRICE PROPOSAL – MARS Operations and Maintenance.

MSDE is seeking fully loaded hourly rates for time and materials services for experienced offsite and onsite support of MARS system on an as needed basis.

The resulting Contract from this TORFP will be an Indefinite Demand Indefinite Quantity (IDIQ) T&M Labor Price Contract (as defined in COMAR 21.06.03) subject to the Contract ceiling amount that shall not be exceeded without the necessary Contract Modification and Change Order (CO) approval requirements. Any T&M labor price shall not exceed the rates already in place for the CATS II Master Contract.

All resulting work shall be provided to the Contractor via Work Orders (WO), generated and approved by MARS Steering Committee, and will be provided on a T&M basis. When deemed necessary by MSDE and TO Contractor Project Manager, onsite maintenance efforts may be required to complete all or part of a WO.

The price per WO shall be based on direct labor hours expended at the fully loaded hourly rates. The labor rates for the labor category shall include all direct, indirect costs, general and administrative, and profit for the TO Contractor. TO Contractor resource management, cost of generating invoices, software and hardware purchases need to operate the TO Contractor’s business, and expenses incurred to track activities and to build invoices and supported documents are considered indirect costs and cannot be billed directly to MSDE.

The final Attachment-1 (Cost Estimate) will be part of the TO Contract and will detail the yearly estimated T&M allocation in hours and hourly rates per labor categories. The Maryland State Department of Education reserves the unilateral option to renew the Contract for up to 11 months subject to State appropriations and will not exceed the end date of the DoIT CATS II Master Contract, May 31, 2014.

Work will be defined and approved in accordance with the WO approval process, and the TO Contractor shall not proceed with any work until after a WO is approved in accordance with the policies and procedures defined in this TORFP.

TO Contractor travel expenses are not reimbursable.

MSDE SAN, network devices, system hardware, and desktop devices are covered by warranty, by MSDE staff, and by MSDE/OIT Service Contracts; therefore, the TO Contractor shall NOT be responsible for maintaining MSDE data storage hardware, networking hardware, server hardware, or desktop computers..

The WOs will be defined to support the following activities:

- 1) TO Contractor shall maintain and support MARS in the production, Testing, and training environments and collaborate with MSDE/OIT to maintain effective business operations and availability of MARS. This includes, but is not limited to, suggesting installation of patches, application roll-back, and data recovery, testing fail over strategies, or consulting on operating system upgrades to solve reported issues.
- 2) System Development and Release requirements
 - a. TO Contractor shall present and document executed quality assurance (QA) measures prior to demonstrating and releasing completed tasks for UAT by MSDE.
 - b. As part of system testing the TO Contractor shall perform regression testing, based on MSDE defined test cases, to identify issues introduced as a result of code changes, and the TO Contractor shall take all actions necessary to ensure continuity of services for MARS system.
 - c. With completion of code change/release for UAT, the TO Contractor shall present results of system testing and demonstrate the completed work prior to releasing to UAT by SCNPB...
 - d. After delivery and acceptance of the executed system test plan and system test results, the TO Contractor shall deploy updated program code to MARS Test environment where MSDE/SCNPB staff will conduct final User Acceptance Testing.
 - e. After UAT, the TO Contractor shall work with MSDE/OIT staff to deploy the WO to the Production environment
- 3) Upgrades to system components or add-ons
 - a. TO Contractor shall provide configuration parameters for technical upgrades to system technology. This includes but not limited to, Internet Information Services, Web Services, and SQL Reporting Services.
 - b. MARS is a multi-tier ASP.NET framework solution using a SQL Server 2005 database backend in a clustered enterprise environment. Scheduled Production updates of MARS system and supporting software shall require after hours support.
- 4) Production database change control requirements
 - a. The TO Contractor shall develop test scripts in the development and test environment prior to supplying the scripts and instructions to MSDE/DBA. MSDE/DBA will review and execute TO Contractor provided scripts.
 - b. The TO Contractor will not have direct access to any production enterprise servers. The TO Contractor will have local administrative access to MARS Dedicated Test servers and MSDE/OIT will manage enterprise resources.
- 5) For updates to SharePoint and website updates, the TO Contractor shall provide files to a secured staging area, and instructions to MSDE/OIT staff. MSDE/OIT staff will review the scripts and instructions prior to applying them to production. MSDE TO Contractor shall support sustainment changes to capitalize on the processing power and business intelligence provided by MARS system.
- 6) TO Contractor shall troubleshoot and resolve production issues/defects that could not be solved through the MARS Help Desk or MSDE technical resources as they arise in accordance with the SLA described in Section 2.7.
- 7) TO Contractor shall support advanced data mining to access MARS data and provide ad-hoc reports for MSDE Executive Management, the USDA, the Office of the Governor, legislators, etc.
- 8) TO Contractor shall provide support for improving the business process, USDA re-authorization

requirements, and legislative changes requirements. TO Contractor shall provide knowledge transfer to other support entities at MSDE and their external resources to ensure detailed understanding of system components necessary for business continuity.

- 9) The TO Contractor shall provide application source code and documentation along with written updates on status of deliverables, technical and/or business issues, concerns, and risks as part of the knowledge transfer process. The TO Contractor shall also provide ERWIN compatible data models, database schema and data dictionary.
- 10) TO Contractor shall support MSDE/OIT initiatives in a limited capacity to provide migration support as it relates to MARS and the new infrastructure environment. The TO Contractor shall participate in meetings and conference calls related to updates to MARS and the computing environment.
- 11) MSDE is implementing technology updates that will impact MARS. Work Orders will be released to define the task. The TO Contractor shall complete the assigned task to modify MARS to these infrastructure improvements. Current technology improvement effort at MSDE include but are not limited to:
 - a) Remove the COTS Document Management code from MARS and integrate with the Document Management System in SharePoint 2010 solution at MSDE. Solution.
 - b) Intergrade MARS into the MSDE SharePoint hosting solution
 - c) Remove the COTS Security solution and use Microsoft Active Directory (AD) solution at MSDE, creating a single sign-on for intranet user.

2.5.1 WORK ORDER (WO) PROCESS

The TO Contractor shall adhere to the following requirements for the work order process. The TO Contractor shall:

1. Review written requests from MSDE describing the work and shall host meetings to confirm scope and technical issues.
2. Supply a Not-to-Exceed estimated effort in 30 minute increments for all work prior to being granted Notice to Proceed by MSDE Project Manager.
3. Provide formal request and obtain prior approval if additional work hours are needed to complete an approved WO.
4. Develop a test plans and traceability documents for all task orders, and conduct quality assurance testing, and demonstration prior to MSDE. As part of Quality assurance, the TO Contractor shall update technical materials. MSDE support team will finalize acceptance of the WO by completing user acceptance testing prior authorizing the TO Contractor to work with MSDE/OIT and migrate the completed work to production.
5. Provide a web-enabled WO Tracking Tool to track all work orders as they progress. The web enable tool shall be accessible by both the TO Contractor and MSDE staff. The WO Tracking Tool shall track expended hours on a WO, an executed copy of the work order, date work was initiated, and contact information.
6. Provide services via the WO form and (See Attachment 12) process using the pre-approved fully loaded labor rates applicable to the proposed labor categories.
7. Follow the steps listed below in the work order process:
 - a) The TO Manager shall e-mail a WO request to the TO Contractor to provide services. The request shall include:
 - I. Technical requirements and description of the services needed;
 - II. Performance objectives and /or deliverables, as may be applicable;

- III. Due date and time for submitting a response to the request;
 - IV. Performance testing period; and
 - V. Other specific information as requested from the TO Contractor.
- b) The TO Contractor shall e-mail a response to the TO Manager within the specified time and include at a minimum:
- I. Response that details the TO Contractor's understanding of the work;
 - II. Description of the proposed work plan in narrative format including time schedules, and if required Work Breakdown Structure (WBS) chart. This description shall include a schedule of resource and related tasks, including an explanation of how tasks will be completed.
 - III. Identification of those activities or phases that can be completed independently or simultaneously versus those that must be completed before another activity or phase can commence.
 - IV. Required place(s) where work must be performed;
 - V. State-furnished information, work site, and/or access to equipment, facilities, or personnel; the personnel resources and estimated hours to complete the task.
 - VI. Note any materials and the cost or the estimated costs (if the situation absolutely requires an estimate versus an actual cost at the time).
- c) TO Contractor shall wait for MSDE approval to start each Work Order. The TO Manager will review the response, sign, date the document, and provide a Notice to Proceed (NTP). The TO Contractor shall keep track of all billed hours and include them in the bi-weekly status reports.

Upon completion and UAT acceptance, the TO Contractor shall forward the Work Order with the Notice to Proceed signature, to the TO Manager. The TO Manager will confirm with the stakeholders that the work has been completed and issue a signed acceptance form ([Attachment-11](#)) to the To Contractor for the Work Order.

2.6 TO CONTRACTOR PERSONNEL DUTIES AND RESPONSIBILITIES

2.6.1 NON-RECURRING DUTIES – (WO based and performed on Time & Materials)

1. TO Contractor shall schedule and meet with MSDE/OIT and MSDE/SCNPB to conduct initial knowledge transfer. MSDE has allotted for up to 80 hours with the existing developer, MS Technologies, to allow the TO Contractor to transfer technical knowledge of MARS. During the first 30 days of the contract, the TO Contractor shall review the existing technical materials, and schedule weekly meetings with appropriate SME to confirm or clarifying specific items such as COTS library, web components, operating systems, SQL, system design, Integration with SharePoint services, and AD services .
2. When contacted, the TO Contractor shall provide services to correct the reported issue including changes to programming and/or data fixes in accordance with Service Level Agreement defined in [Section 2.7](#). The TO contractor shall apply expended efforts for production support against the assigned work order for production support.
3. TO Contractor shall provide support for implementing legislative mandates through enhancements.*
4. TO Contractor shall provide small system enhancements.*

*WOs for enhancements require at least minimal System Development Life Cycle (SDLC) documentation to address design, development, testing, and implementation steps to control scope, cost, and time, i.e., pre-approved requirements, milestone schedule, and testing and fault remediation processes. Specific SDLC artifacts will be requested with each WO. Enhancements and associated SDLC deliverables will be performed as time and materials work orders and will be communicated to the TO Contractor as part of WO turnover. The WO process shall follow processes defined in [Section 2.5.1](#).

2.6.2 RECURRING DUTIES

1. TO Contractor Management Functions
 - a) TO Contractor shall use Team Foundation Server to manage development, and report on WO life cycle activities, such as: assigned priority, progress activities, testing efforts, clarifying questions, and responses, tracking builds, rollback,
 - b) The TO Contractor will use MSDE SharePoint server to store documentation, track reported production issues, store task orders, sign-off documents, and schedules.
 - c) The TO Contractor will maintain a project schedule using Microsoft Project. The schedule will include all assigned WO, and Resources, and track work, projected completion, assignments, System testing UAT, Acceptance activities, and production release dates. The TO Contractor should use information in Team Foundation Server to manage the schedule.
 - d) Perform work on a time and materials basis as described in assigned WO under the process described in [Section 2.5.1](#).
 - e) TO Contractor shall keep track of all billed hours and include them in the bi-weekly status reports.
2. TO Contractor Technical Functions
 - 12) TO Contractor shall review, confirm and act on reported production issues until resolved based on the SLA described in Section 2.7.
 - f) The TO Contractor will update technical documentation identified in an assigned WO.
 - g) The TO Contractors will use Team Foundation Server to manage course code, rollback functions, assigning work, prioritizing WO, testing, and scheduled activities.
 - h) The TO Contractor will perform all development work using Team Foundation Server, and will be participate in audits by MSDE OIT.
 - i) The TO Contractor will schedule production releases with MSDE/OIT staff
 - j) The TO Contractor will use MSDE SharePoint server track reported production issues, task orders, and schedules.
 - k) The Contractor will use MSDE/OIT managed VMWARE environments for development, QA Testing, and UAT testing.

2.6.3 WORK HOURS (Times listed are UTC-05:00, Eastern Time)

1. MARS is operational 24 X 7, but The MSDE conducts business support from 7:00 AM to 6:00 PM, with core business hours running from 8:30 AM to 5:30 PM., Monday through Friday, except for State Holidays.
2. The SCNBP Help desk is staffed during MSDE business support hours. TO Contractor shall provide resolution assistance to production issues logged during core business hours according to the SLA described in Section 2.7.
3. Unless specified in the WO, scheduled activities such as but not limited to: progress meetings, conference calls, Webinars, demonstrations, and meeting with stakeholders, will occur during core business hours.
4. Support services that include product releases, participation in business continuity exercises, system start up from planned system outages, may also involve evening and/or weekend hours and will scheduled in advance.

2.6.4 PROFESSIONAL DEVELOPMENT

Application development practices continuously evolve. The TO Contractor shall be responsible to ensure continuing education opportunities for the assigned personnel are provided. This education shall be associated with the technologies currently utilized by MSDE or anticipated to be implemented by MSDE in the near future. With MSDE prior approval, the time allocated to these continuing education activities for staff deployed by the TO Contractor under this TORPF may be charged to this task order. Actual course costs are the responsibility of the TO Contractor.

2.7 SERVICE LEVEL AGREEMENT (SLA)

2.7.1 PRODUCTION SYSTEM SUPPORT – SERVICE LEVELS

Upon award, MSDE will issue a bi-monthly work and again every other month, a WO with a maximum of 40 hours of support work on productions issues not covered by warranty or an existing WO

Based on the severity of an issue, the TO Contractor shall provide written and/or verbal communications in English regarding issue status and resolution, and provide the necessary level of support as specified in this SLA. The TO Contractor shall meet the system response time and resolution requirements. Response time and resolution shall be measured during normal work hours in [Section 2.6.3](#). Issues shall be triaged as follows:

Level	Category	Respond Time	Resolution Time	Business and Financial Exposure	Work Outage	Clients Affected	Workaround
4	Critical	1 Hours or less	Within 2 hours	The issue creates a serious business or financial exposure; (system outage or critical functionality inaccessible):	The issue causes system outage or critical functionality to become inaccessible Systems or users are unable to work, or to perform a significant portion of their job	The issue affects a number of clients, high profile clients (i.e. executive management, and critical systems)	There is no <i>acceptable</i> workaround to the problem (i.e. the job cannot be performed in any other way).
3	High	2 Hours or less	Within 4 hours	The issue creates a serious business risk or financial exposure: (system outage or critical functionality inaccessible):	The issue causes major portions of the system are inaccessible Systems or users are unable to work, or to perform some portion of their job.	The issue affects a number of clients, high profile clients (i.e. executive management, and critical systems)	There is no <i>acceptable</i> workaround to the problem (i.e. the job cannot be performed in any other way).
2	Routine	7 Days or less	Within 1 week	The issue creates a low business risk or financial exposure	The issue causes the client to be unable to perform some small portion of their job, but there are still able to complete most other tasks. This may also include questions and requests for information.	The issue affects a number of clients	There is likely an acceptable workaround to the problem. The system, service or component is experiencing minor performance degradation.
1	Low	30 Days or less	As agreed by Project Manager	The issue creates a very low business risk or financial exposure	The issue is typically a request for service with ample lead time. This may also include questions and requests for information.	The issue affects a number of clients or individuals	There is an acceptable workaround to the problem.

1. Referenced Respond Time and Resolution Time are in calendar days and shall include after hour efforts.
2. All service level categories shall involve assisting MSDE/OIT and their agents with technical validation and troubleshooting efforts.
3. Failure to meet any of the SLAs in this table will result in the TO Contractor forfeiting payment of all or a portion

outstanding work orders. The Agency Project Manager shall determine the application of the penalty detailed in [Section 2.8.1 Liquidated Damages](#).

2.8 PERFORMANCE EVALUATION

All Performance issues identified by the Agency are subject to the mitigation process described in [Section 2.9](#) below. TO Contractor personnel will be evaluated by the TO Manager on a quarterly basis for each assignment performed during that period. The established performance evaluation and standards are:

1. Meeting of SLA described in Section 2.7 (expectation of being met 100% of time);
2. Volume of defects associated to work orders (expectation of 0 defects found during UAT 80% of the time).
3. Boundaries for performance measurements for the TO Contractor are based on response time and uptime performance controlled by the MARS application, and not network or internet constraints. MARS performance measurements include:
 - a. MARS experience not software issues during the monthly claiming cycle from the 10th to 20th day of each month. No scheduled released will take place 5 days prior to this window.
 - b. Automated overnight scheduler activities in MARS, including emails, reconciliation process, and reporting occur without interruption.
 - c. MARS User Interface does not freeze when using a supported browser.
 - d. User does experience any application or SQL related error messages in the MARS production application
 - e. After the user completes their file uploads into MARS, MARS will complete the processing of the data in less than 5 minutes for every 500 records uploaded.
 - f. MARS will take no more than 2 seconds to move between screens after the enter button is pressed.

2.8.1 LIQUIDATED DAMAGES

Time and communications is an essential element of the contract and it is important that the work be vigorously prosecuted until completion. That the defined time any work incomplete beyond the agreed time(s), the TO Contractor shall be liable for liquidated damages in the amount(s) provided below, not-to-exceed 100% of the related Work Order.

Number	Service Level	Damages
1	Excluding scheduled down time, MARS and database shall be available and accessible to multiple users 24-hours-a-day, seven-days-a-week, except for approved time for system maintenance. The SCNBP and MSDE/OIT shall be notified immediately of any unscheduled down time. Any unscheduled down time shall also be documented and explained as described in the Root Cause Analysis process.	Up to 50% of invoiced amount for the offending WO task that caused the outage based on the length and impact of the outage.
2	The system response time shall be within four (4) seconds for 95% of request. Response Time is the time elapsed after the search command is entered until the list of matching records loads to completion on the monitor.	Up to 10% of cost for associated task order for each day of non-compliance.
2	The Web System Response Time shall be within four (4) seconds for 99% of the time. Web Portal Response Time is the elapsed time from the command to view a response until the response appears or loads to completion on the monitor.	Up to 10% of monthly invoice submitted for each day of non-compliance
3	A WO will be issued 30 days in advance to require the TO Contractor to participate in an Annual Disaster Recovery (DR) simulation per MSDE requirements. The WO will require the TO Contractor document issues and to mitigate solutions to issues. The WO will include formatted reports to completed by the TO Contractor and timeline for submission.	Up to 10% of cost of the WO for each day the TO Contractor is late delivering the required documentation defined in the WO.

4	Knowledge Transfer between current support contractor and MSDE resources and the TO Contractor described in Section 2.6.1 and shall be complete in 30 calendar days after the notice to proceed	\$500 per business day until activities are completed
5	Work Orders that keep MARS from maintaining compliance with Federal and State mandates	Up to 10% of the quoted effort for each day the WO is not completed.
6	Failure to meet Production System Support reported issues within response and resolution times defined in Section 2.7.1 shall result in imposed damages.	<p>Reported issues will be completed based on the approved project management plan. Penalties for defaulting on either reported category are as follows;</p> <ol style="list-style-type: none"> 1. Low <ol style="list-style-type: none"> a. If initial Response Time exceeds 30 calendar days, SCNBP will be credited 21 hours of effort plus an additional 4 hours for every business day outside this category's Response time. b. SCNBP will be credited 10% of effort for every day outside the Resolution Time limit documents on the accepted initial Response. 2. Routine <ol style="list-style-type: none"> a. If initial Response Time exceeds 7 calendar days, SCNBP will be credited 8 hours of effort plus an additional 2 hours for every business day outside this category's Response time b. SCNBP will be credited 8 hours of effort for every day outside the documented 1 week Resolution Time limit 3. High <ol style="list-style-type: none"> a. If initial Response Time exceeds 2 hours, SCNBP will be credited 3 hours of effort plus an additional hour for every 15 minutes outside this category's Response time b. SCNBP will be credited 1 hour of effort for every 30 minutes outside the documented 4 hour Resolution Time limit 4. Critical <ol style="list-style-type: none"> a. If initial Response Time exceeds, 1 hour, SCNBP will be credited 2 hour of effort plus and additional hour for every 15 minutes outside this category's Response time. b. SCNBP will be credited 1 hour of effort for every 15 minutes outside the documented 2 hour Resolution Time limit.

2.9 PERFORMANCE PROBLEM MITIGATION

Work performance that fail to meet acceptable quality and timeliness guidelines are subject to the following performance problem remediation activities:

- a. Withholdings described in the SLA in Section 2.7.
- b. TO Contractor personnel replacement for repeated failures by a resource in meeting deliverable timelines and/or quality.
- c. Contract termination should the TO Contractor fail to address issues in a timely and efficient manner.

Evaluation of work performance is based on standard job performance elements including:

- a. Completing requested changes on time
- b. Adherence to procedures and policies
- c. Communication (oral, written, interaction with co-workers)
- d. The use of the provided technologies at MSDE and used by MARS

- e. Work completion with minimal errors
- f. System availability

In the event MSDE/SCNPB is not satisfied with the performance of the TO Contractor personnel, the mitigation process is as follows.

- a. The TO Manager will notify the TO Contractor in writing describing the problem and delineating remediation requirements.
- b. The TO Contractor shall have three (3) business days to respond with a written remediation plan.
- c. The remediation plan shall be implemented immediately by TO Contractor upon acceptance by the TO Manager.
- d. Should performance issues persist, the TO Manager may give written notice requesting immediate removal of the TO Contractor personnel whose performance is at issue. TO Contractor shall provide replacement of the resource within two calendar weeks with a resource with qualifications equal to or better than those of the replaced personnel.

2.10 SUBSTITUTION OF PERSONNEL

The substitution of personnel procedures is as follows.

- a. The TO Contractor shall not substitute personnel without the prior approval of MSDE.
- b. To replace any TO Contractor Personnel, the TO Contractor shall submit, in advance, the resumes of the proposed personnel specifying their intended approved labor category.
- c. All proposed substitute personnel shall have qualifications equal to or better than those of the replaced TO Contractor personnel and must be approved by the TO Manager.
- d. The TO Manager shall have the option to interview the proposed substitute personnel prior to acceptance or denial of requested substitution. The TO Manager shall notify the TO Contractor of acceptance or denial of the requested substitution.

2.11 HARDWARE, SOFTWARE, AND MATERIALS

MSDE/OIT is responsible for procuring and maintaining all hardware associated to MARS system located at 200 West Baltimore Street location. The TO Contractor may be assigned a WO to provide guidance, and assistance with troubleshooting performance issues.

The TO Contractor shall provide a web enabled tool to log and track reported production issues and assigned Work Orders.

2.12 PRODUCTION ISSUE MANAGEMENT

The TO Contractor shall provide Time and Materials support services based on Work Orders to support MARS, including reported production issues, and immediate corrective actions for reported issues logged into the TO Contractor's web-enabled issue tracking tool.

Workflow for reported issues:

1. Should MSDE encounter a production issue, not covered by warranty, work will be billed against the bi-monthly Production Support WO., The MSDE Project Manager, or designated staff, will log the issue using the TO Contractor provided web enabled issue tracking tool
2. MSDE Project Manager will also contact the TO Contractor Project Manager by email with any additional clarifying materials.
3. For Production Issues categorized as Critical or High, the TO Contractor is authorized to start work immediately for up to 4 hours for engineering and up to 1 hour Project Management with no minimum charge for services. Can applied to the WO associated to reported production issues.

4. If The TO Contractor reports a Critical or High Production Issue effort expects to exceed the threshold of 4 hours to resolve a production issue in Step 3, the TO Contractor shall provide an estimate showing the cost to complete the work and wait for a Notice to Proceed by the TO Manager.
5. For all Critical and High issues the TO Contractor shall provide periodic updates on the progress via email to the MSDE Project Manager at least every 3 hours within the hours of operations.
6. The MSDE PM and TO PM will track the hours expended. Upon closing the ticket, the TO PM will include the billable hours with the online ticket used to initiate the actions.

2.13 SOFTWARE RELEASE MANAGEMENT

The Software Release Management process includes revision control and the establishment of baselines. The TO Contractor shall use Team Foundation Server at MSDE to manage code, bundle releases, rollback releases, scheduled work, and perform change control.

1. During Work Order Processing, UAT, or Operation and Maintenance release of software, the software build scheduled for release shall have a unique but incremental version assigned to it.
2. Within the Application, the User Interfaces shall display if it a Test or Production version.

TO Contractor shall include this process when releasing software to production:

1. TO Contractor shall not load software releases into Production without first being test and accepted by MSDE Project Manager.
2. The TO Contractor shall contact MSDE Project Manager, at least 4 hours prior to the Software Build being ready for load into the Test environment.
3. The TO Contractor shall generate a Software Release Email (SRE) to MSDE Project Manager. The email shall include all items addressed in the build, and build number being moved to the Test environment.
4. After reviewing the SRE, MSDE Project Manager will decide when the items referenced in the SRE can be moved to the Test environment, and convey the information by replying to everyone listed in the SRE. At a minimum, the TO Contractor shall be provided 2 hours lead time to setup the upload.
5. TO Contractor shall provide most software releases as part of scheduled afterhours work. For uptime performance quality issues, TO Contractor may not release software prior to weekends or holidays. In other words, MSDE resources must be available to verify the application is functioning the following morning.
6. After each release has been moved to the Test environment, the TO Contractor shall alert MSDE Project Manager by email that the Release is ready to test.
7. When the Release is ready for testing, MSDE Project Manager will assign staff to test the release.
8. Testing shall be completed within 10 business days following the upload to MSDE Test environment. Issues with the release will be logged into the web enabled issue tracking tool provided by the TO Contractor.
9. The TO Contractor shall work to quickly to address issues logged into the issue tracking tool and notify users when they can retest. Once notified of the correction, MSDE staff will retest the release.
10. After the release has performed satisfactorily in the Test environment, MSDE Project Manager will notify the TO Contractor Project Manager to schedule the Software Release to be uploaded to Production.
11. If the Software Release impacts other application interfacing with MARS system, the TO Contractor shall work with and coordinate the release of the software with the support staff for those interfaces.

2.14 DELIVERABLES/ACCEPTANCE CRITERIA

The table below describes TO deliverables and corresponding acceptance criteria. Additional WO deliverables will be defined as part of WO process including applicable SDLC deliverables. Acceptance criteria for tangible deliverables are based on accuracy, timeliness, clarity, and usefulness.

Deliverables	Due Date / Frequency	Acceptance Criteria
<p>1. Personnel</p> <p>The TO Contractor shall be responsible for providing, on a continual basis for all assigned tasks, the personnel required in this TORFP within the timeframe required as specified by the TO Manager..</p>	<p>On Going</p>	<ol style="list-style-type: none"> 1. During the life of the contract, the TO Contractor shall assign a technical resource to be on-site at MSDE for up to three days each week. 2. The resource must meet the requirements described in shall meet the requirements described in section 2.16 3. MSDE has the right to interview any proposed replacement prior to acceptance.
<p>2. Weekly Status Report</p> <p>At the conclusion of each work week, the TO Contractor shall be responsible for compiling and submitting to the TO Manager, a status report that summarizes the following:</p> <ol style="list-style-type: none"> i. downtime activities, response and resolution times, ii. scheduled and non-scheduled interruptions, iii. Prepare and submit progress reports/plans to the MSDE Project Manager must contain, iv. Work accomplished during the reporting period, v. Work progress, as a percentage of completion, vi. Planned activities for the next reporting period, vii. Action item tracking and status, viii. Meeting schedules, ix. Issues and risks, x. Project risks, including action plan to minimize risks xi. Deliverable and milestone status, xii. An accounting report for the current reporting period and a cumulative summary of the totals, xiii. For both the current and previous reporting periods. The accounting report shall include, and xiv. Amounts invoiced-to-date and paid-to-date. 	<p>Email no later than 10:00 AM 2 Business Days prior to each progress meeting</p>	<p>The TO Contractor shall distributed the weekly status report in Microsoft Word. The document shall contain current:</p> <ol style="list-style-type: none"> 1. Budget tracking – listing approved estimated efforts, and balance of effort, and estimated percentage complete. 2. List of open items, late items, work not started. 3. List of active task and percent complete and projected testing dates. 4. Quality Assurance Actives including testing, published results, acceptance, and rollout activities. 5. Risks to any deliverables, and mitigation 6. Detailed tasks accomplished that are not reflected in the WO status updates 7. Tasks planned for the next reporting period, Issues, risks, action items. 8. Production issues

<p>3. Meetings</p> <p>The TO Contractor shall plan to participate</p> <ul style="list-style-type: none"> i. Progress meetings, - Track work and identify issues ii. Lesson learned meetings – To review better ways to perform services under the contract, and address any service issues. iii. Business continuity – The MSDE/OIT host business continuity reviews and capacity planning and tests fail over strategies of critical business systems 	<p>Progress meeting are bi-weekly</p> <p>Lessons Learned meeting are quarterly</p> <p>Business continuity meetings are semi-annual</p>	<p>The TO Contractor shall send out meeting agenda, in Microsoft Word, two days in advance of the meeting, and list required attendees.</p> <p>On a quarterly basis, the TO Contractor shall include a review of the TO Contractor performance and on time delivery of support material during the prior quarter.</p> <p>At the end of each meeting, the TO Contractor shall deliver minutes from the meeting, include any generated task and assigned resources, follow-up activities, completion dates, and dependencies.</p>
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<p>4. Transition-In Plan</p> <p>MSDE expects that the transition from the current application maintenance team to the new application maintenance team shall last approximately three months or less from the Notice to Proceed. The Selected Contractor shall have clearly outlined the approach to Transition In Activities. The approach shall describe the Contractor’s strategy to successfully accomplish a seamless transition between the incumbent Contractor’s team and its team.</p> <p>Within thirty (10) calendar days of the NTP, the Contractor shall submit to MSDE Project Manager the Transition-In Plan. The Plan shall include a specific approach and schedule to transition from the current team to their own and clearly identify the tasks and level of effort. The Plan shall include a clear breakdown of tasks and responsibilities, including those tasks that will be the responsibility of MSDE during the transition. The Plan shall also include a section detailing how in-progress development work and knowledge transfer activities will be accomplished as well as a similar strategy for testing. This Plan shall include a validation effort by the TO Contractor to demonstrate the TO Contractor’s capability to deliver reliable service.</p>	<p>10 Calendar Days from NTP</p>	<p>The Transition-In Plan, in Microsoft Word, that shall address in detail:</p> <ol style="list-style-type: none"> 1. Milestones and key deliverable dates. 2. The key transition personnel and their respective role. 3. The reporting mechanism for providing, at a minimum, weekly reports during the transition. 4. Transition methodology and sensitivity to SCNBP business processes. 5. Any experience and concerns considered important and relevant from prior transitions and/or implementations of similar scope. 6. The required involvement of the selected TO Contractor, SCNBP subject matter experts, and MSDE Project Manager, 7. Management and staff, other State resources, and any third-party involvement. 8. List any Subcontracted resources or any resources already working at MSDE for the contractor that will be used during transition and their role. 9. Risk assessment and mitigation recommendations/solutions. 10. A clear set of tasks, objectives, outcomes, and timeframes to transition in-progress work 11. activities, processes, people, services, knowledge and documentation associated with the deliverable 12. Exit of the current support team and the entrance of the TO Contractor proposed team.
<p>5. Transition-Out Support</p> <p>At the request of MSDE CIO and in any event at least thirty days prior to the conclusion of the contract, the selected Contractor will provide complete and accurate copies of all source code and technical documents.</p>	<p>NTP + 45 Calendar Days</p>	<p>Transition efforts will include components and documentation used to develop, administer, maintain and operate MARS.</p> <p>The TO Contractor shall fully participate in the transition of the application and data to a new environment as directed by MSDE.</p>

<p>6. Quarterly update to MARS application</p>	<p>Quarter Reports are due on the second business day of December, March, June and September. Quarterly Reporting will continue throughout the life of the contract.</p>	<p>Prior to scheduling a production release;</p> <ol style="list-style-type: none"> 1. the TO contractor will verify with MSDE/OIT, and MSDE PM that all technical, business, and scheduling requirements are acceptable 2. All constraints have been addressed and satisfy the approved scope of work 3. Has undergone all QA test and UAT efforts and approved for release by MSDE Project Manager. <p>All scheduled updates will be logged in into MSDE Help Desk by MSDE PM at least 2 business days prior to the scheduled.</p> <p>Scheduled updates will occur during low impact period, this means evening and Sundays. If MSDE/CIO allows access and the Vendor can prove the security of their location the work can be done remotely.</p> <p>Scheduled update will not occur 3 business days prior to a training event or during peak claiming cycles from the 10th through the 15th or every month.</p> <p>Update cannot occur prior to a non-business day.</p> <p>The TO contractor will not have direct access to the production database server, and must deliver a script to apply any infrastructure and data fixes to MSDE/DBA for review at least one business day in advance of the needed implementation.</p> <p>All other impacted materials, will be delivered prior to acceptance of any changes, modifications or enhancements to the current system.</p>
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<p>7. Warranty</p> <p>For all deliverable, the TO Contractor shall strive to maintain the application in a stable, usable state and to maintain system artifacts in current and orderly condition in accordance with industry Best practices.</p>	<p>Unless otherwise stated in the task order, The warranty shall be 90 Calendar Days after acceptance of the WO.</p>	<p>To protect MSDE and the TO Contractor, any defects generated by the deployment of a new version within one complete business cycle described in the work order, or 90 calendar days, whichever is shortest, shall be repaired by the TO Contractor at no charge to MSDE.</p> <p>This includes any restoration or migration efforts to bring the system back to a usable state caused by the defect.</p>
<p>8. Project Management Plan</p>	<p>NTP + 30 Calendar Days.</p>	<p>TO Contractor will deliver a Project Management Plan (PMP) in Microsoft Project. The PMP will describe how the TO Contractor will manage the Project:</p> <ol style="list-style-type: none"> 1. Scope Management 2. Requirements Management 3. Schedule Management 4. Financial Management 5. Quality Management 6. Resource Management 7. Communications management 8. Change Management 9. Risk Management 10. Procurement Management

<p>11. Quality Assurance and Testing</p> <p>TO Contractor shall have conducted adequate Quality Control, so that upon delivery the system is free from syntax errors, configuration issues, and data issues.</p>	<p>Unless otherwise stated in the WO, all QA and testing results will be due 5 Business Days prior to delivery for User Acceptance Testing</p>	<p>Final Quality checks will include:</p> <ol style="list-style-type: none"> 1. Demonstrate all the item(s) described in the Work Order have been addressed by providing a remote demonstration showing the system changes, and providing system test results 2. The TO Contractor will deliver testing results including regression testing results used to verify are no negative impacts to other functionality in MARS system. 3. The TO Contractor will verify the change will not inhibit system availability based on new code deployed, nor does the change disable previously approved and working system functionality 4. The TO contractor will work with SCNPB/SME to compile testing scripts for final UAT and will include expected results.
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Upon the TO Contractor completing WO, the TO Contractor shall document and present each deliverable defined in the WO in their final form to the TO Manager for acceptance. Upon receipt of a final deliverable, MSDE Project Manager and TO Manager shall review and validate the completeness WO and verify the quality meets the requirements. Upon completion of validation, MSDE Project Manager shall issue to the TO Contractor a notice of acceptance or rejection of the deliverables ([Attachment 11](#)). In the event of rejection, the TO Contractor shall correct the identified deficiencies or non-conformities and resubmit the deliverable to MSDE Project Manager.

2.15 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES

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

- A. The State’s System Development Life Cycle (SDLC) methodology
- B. The State Information Technology Security Policy and Standards
- C. The State of Maryland Enterprise Architecture.

2.16 TO CONTRACTOR AND PERSONNEL MINIMUM QUALIFICATIONS

The following minimum qualifications are mandatory. The Master Contractor’s personnel shall demonstrate expertise in the following:

- A. 5 years of providing O&M support on a technology platform very similar to that of MARS “Corporate Capability” by clearly documenting the existence of adequate facilities or procedures for obtaining those facilities and competent personnel to successfully complete this TORFP.
- B. Minimum of five (5) years of experience working with CRM type designed solutions and related technologies.
- C. Minimum of two years experience maintaining and managing roll-out of business critical websites using the Microsoft tools described in this task order,
- D. Minimum of two years prior experience maintaining claim driven and government regulated intranet and extranet web based production applications with at least 1200 active users and Work Order based projects using the tools described in this task order.

MSDE currently supports hardware and operating systems in MARS Production, Training, and User Acceptance (Test) environment. Upon award, the Development environment shall be hosted by the Offerer at their location. The Offerer will be responsible for procuring and maintaining hardware and software in the Development environment. The Development environment shall be compatible with MSDE environments.

The offerer shall include and be prepared to demonstrate details of like quality and kind type of work. Specifically, the work should demonstrate, transitional support from a third party, website development, COTS libraries, SQL database design and support.

Each resource shall meet **all of the qualifications** as defined in the CATS II Labor Category for which they are identified.

The Offeror shall submit individual resumes for the personnel to be assigned to the project and indicate the role or assignment that each individual is to have in the project. All positions and qualifications shall be in conformance with the Labor Categories as defined in **this TORFP**

The Offeror shall provide two current references for each named resource including the name of the organization, point of contact, title and telephone number where the resource has provided similar O&M or technical support services. The State shall have the right to contact any other references of its choosing as part of the evaluation and selection process.

The identified resources must be able to provide a breadth of knowledge covering all of the following technical skills.

2.16.1 LABOR CATEGORIES

The following job classifications (per CATS II) are identified in support of O&M for the production support activities of MARS system environment.

The Offeror shall provide one named resource (primary) for each of the Labor Categories listed below. Each resource will be evaluated based on the following criteria:

- A. Content of the Candidate’s Resume
- B. Two (2) references for work performed of similar scope and magnitude
- C. Interview with MSDE occur prior to selection and during the evaluation process
- D. Meeting of the Labor Category requirements as described in this TORFP

1) Project Manager (Labor Category 2)

a) Specialized Experience:

- i) At least three (3) years of experience as an application programmer on large-scale IT projects, knowledge of computer equipment, and ability to develop complex software to satisfy design objectives.
- ii) At least 3 years’ experience with managing internet projects for government agencies in a multi-tier environment.
- iii) At least 3 years’ experience using this Microsoft Project 2010, SharePoint, Microsoft Office 2000, and Adobe.

One year experience with Application Lifecycle Management within Microsoft Team Foundation Server

2) **Internet/Intranet Site Developer Senior** (Labor Category - 59)

a) Specialized Experience:

- i) At least five (5) years of experience designing, developing, and deploying Web sites applications, including product selection, configuration, installation, maintenance, and site specific Web under the .NET framework using ASP.NET, and Microsoft SQL Reporting Services, and Microsoft SQL relational databases.
- ii) Must have at least 2 years' experience integrating applications with Microsoft SharePoint 2010 server
- iii) Must have at least 2 years experience with Application Lifecycle Management using Microsoft Team Foundation Server 2010
- iv) Must have 5 years' experience incorporating Active Directory Services into web based application.
- v) Must have 5 years designing extranet websites, using Secure Socket Layers (SSL) and role based security.
- vi) Must have at least four (4) years development with CRM type and COTS solutions (must be reference able experience outside of training and certifications)

3) **Applications Programmer** (Labor Category - 10)

a) Specialized Experience:

- i) Must have at least three (3) years development with CRM type and COTS solutions (must be reference able experience outside of training and certifications)
- ii) At least three (3) years of experience developing applications using advanced technologies, such as Internet protocols or web-based technology. Technologies include HTML, XML, and ASP.NET applications and SQL Reporting Services.
- iii) Must have at least three (3) years development on COTS Library Solutions such as those used by MARS (all experience must be reference able experience and be outside of training and certifications)
- iv) Must have at least three (3) years' experience with SQL/SQL Server 2005 (or greater) in support of data/database analysis, data recovery/fix requirements.
- v) Must have at least 2 years experience with Application Lifecycle Management using Microsoft Team Foundation Server 2010

4) **Quality Assurance Specialist** (Labor Category - 26)

a) Specialized Experience

- i) Must have 5 years' experience support system/integration test of multi-tier Internet and Intranet Solutions.
- ii) Must have 3 years' experience performing requirement analysis,
- iii) Must demonstrate at least 3 years' experience developing, executing, and system test plans,
- iv) Must demonstrate 5 years' experience of build User Acceptance test plans, testing scripts, user acceptance testing, results reporting, system/End to End test, and system acceptance
- v) Must have 3 years' experience conducting conference calls, webinars, to review test progress, developing and providing tools to improve the system test and acceptance process
- vi) Must have at least 1 years experience with Application Lifecycle Management using Microsoft Team Foundation Server 2010 tracking bug fixes, and test results, and release management

2.16.2 TO CONTRACTOR EXPERTISE REQUIRED

All work performed for this project must be performed in the Continental US. No work can be performed or outsourced to resources located outside of the Continental U.S.

The TO Contractor shall be capable of furnishing all necessary services required to successfully complete. All tasks and work requirements and produce high quality deliverables described herein.

- The Offeror shall demonstrate, in its proposal, that it possesses such expertise in-house or has fostered strategic alliances with other firms for providing such services.
- The Offeror and their proposed staff shall demonstrate they possess written and verbal communication skills in the English language.
- The Offeror and their proposed staff shall present a high level of professional expertise as defined by:
- Offeror shall provide MSDE direct access to systems representing these skills during the vendor selection process if so requested (i.e. must be able to demonstrate).
- The Offeror's proposed staff shall demonstrate a level of expertise in providing O&M support services on or similar technology platform to that of MARS system platform as outlined in this TORFP.
- The Offeror shall demonstrated ability to apply new and emerging technologies to the site development process.
- The Offeror shall demonstrated ability to translate applications requirements into web-based solutions using available technology

2.17 INVOICING

2.17.1 Task Order Closeout and Billing

1. A list of all related completed items covered during the described within the performance period shall be submitted with the invoice to MSDE Project Manager.
2. Invoicing shall occur at least bi-monthly but no more than monthly. The Invoice shall show the published rate hours extended for both billable and non-billable (no-charged) tasks.
3. After review of the materials, MSDE Project Manager will electronically sign and forward to MSDE Accounting by email for processing.

2.17.2 INVOICE SUBMISSION

Invoices will be submitted by the TO Contractor on a monthly basis on the first business day of each month for all Work Order authorized and completed in the previous month. The TO Contractor shall attach the *O&M Activity Report* with each corresponding invoice. For each WO listed on the invoice the O&M Activity Report must include the WO number, the start date, the period of performance, the Year to Date usage of approved hours, the balance remaining of approved hours, and a copy of the accepted WO Decryption with dated signatures showing acceptance by MSDE TO Project Manager. Invoices must be submitted by the 15th of each month or be held until the following month. Invoices submitted more than 30 calendar days late, will be reduced by 10% and will continue to be reduced every subsequent 30 calendar days until submitted.

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

2.17.3 INVOICE FORMAT

A proper invoice shall identify MSDE/DBS/SCNP as the requesting agency *O&M Activity Report*, labor category, associated TOA number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number.

The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees, including detail of work hours) submitted for payment to MSDE at the following address:

Original and one copy to the:

Accounts Payable Section
Maryland State Department of Education
200 West Baltimore Street
Baltimore, Maryland 21201

And one copy to:

Robert Wancowicz, DBS/SCNPB
Maryland State Department of Education
200 West Baltimore Street
Baltimore, MD 21201

Proper invoice for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the TOA. In no event shall any invoice be submitted later than 60 calendar days from the TOA termination date. Any such invoice will be rejected and not subject for payment.

2.18 MBE PARTICIPATION REPORTS

Monthly reporting of MBE participation is required in accordance with the terms and conditions of the CATS II Master Contract by the 15th day of each month. The TO Contractor shall provide a completed MBE Participation form (Attachment 2, Form D-5) to MSDE at the same time the invoice copy is sent. The TO Contractor shall ensure that each MBE Subcontractor provides a completed MBE Participation Form (Attachment 2, Form D-6). Subcontractor reporting shall be sent directly from the subcontractor to MSDE. MSDE will monitor both the TO Contractor’s efforts to achieve the MBE participation goal and compliance with reporting requirements. The TO Contractor shall email all completed forms, copies of invoices and checks paid to the MBE directly to the TO MBE Liaison and TO Manager.

SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

Each Master Contractor receiving this CATS II TORFP must respond within the submission time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one of two possible responses: 1) a 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 II Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu.

3.2 FORMAT

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

3.2.1 TECHNICAL PROPOSAL

A) Proposed Services

- 1) Executive Summary: A high level overview of the Master Contractor understands of the background, purpose, and objectives of the TORFP. The Executive Summary shall summarize the Master Contractor's capabilities and experience, and summarize the proposed methodology and solution for achieving the objectives of the TORFP.

B) Proposed Personnel

- 1) Identify and provide resumes for all proposed personnel by labor category. The resume shall feature prominently the proposed personnel's skills and experience as they relate to the Master Contractor's proposed solution and [Section 2](#) – Scope of Work.
- 2) Prepare as summary table mapping each candidates experience showing their ability to meet the role and skill requirements in [Section 2.16](#).
- 3) Certification that all proposed personnel meet the minimum required qualifications and possess the required certifications in accordance to [Section 2.16.1](#) And [Section 2.16.2](#).
- 4) Provide the names and titles of the Master Contractor's management staff who will supervise the personnel and quality of services rendered under this TOA.
- 5) Provide three (3) references for each personnel proposed that verifies they can perform the tasks outlined in this TORFP.
- 6) Complete and provide, at the interview, Attachment 4 – Labor Classification Personnel Resume Summary.

C) Subcontractors

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

D) Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide up to three (3) examples of projects or contracts the Master Contractor has completed that were similar to [Section 2](#) - Scope of Work. Each example must include contact information for the client organization complete with the following:

1. Name of organization.
 2. Point of contact name, title, and telephone number
 3. Services provided as they relate to [Section 2](#) - Scope of Work.
 4. Start and end dates for each example project or contract. 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 (5) years with any entity of the State of Maryland. For each identified contract, the Master Contractor shall provide:
- a) Name of organization.
 - b) Point of contact name, title, and telephone number
 - c) Services provided as they relate to [Section 2](#) - Scope of Work.
 - d) Start and end dates for each example project or contract. If the Master Contractor is no longer providing the services, explain why not.
 - e) Dollar value of the contract.
 - f) Whether the contract was terminated before the original expiration date.
 - g) Whether any renewal options were not exercised.

Note - State of Maryland experience can be included as part of Section D2 above as project or contract experience. State of Maryland experience is neither required nor given more weight in proposal evaluations.

E) Proposed Facility

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

F) State Assistance

- 1) Provide an estimate of expectation concerning participation by State personnel.

G) Confidentiality

- 1) A Master Contractor shall give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, shall 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.

3.3 FINANCIAL RESPONSE

- A) A description of any assumptions on which the Master Contractor's Financial Proposal is based (Assumptions shall not constitute conditions, contingencies, or exceptions to the price proposal);
- B) Attachment 1 - Completed Financial Proposal with all rates fully loaded.

SECTION 4 – TASK ORDER AWARD PROCESS

4.1 EVALAUTION CRITERIA

The TO Contractor will be selected from among all eligible Master Contractors within the appropriate functional area responding to the CATS II TORFP. In making the TOA award determination, the TO Requesting Agency will consider all information submitted in accordance with Section 3. Failure to provide complete and accurate information could result in the submission being labeled non-responsive.

4.2 TECHNICAL CRITERIA

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

1. The evaluated qualification listed on the resume of the proposed personnel and from the references of the candidates to perform the roles and skills listed in [Sections 2.16](#)
2. Experience and ability of the candidate to use the tools and technologies listed in [Section 2.3.2](#)
3. The overall understanding of the work required.
4. Quality of past performance on engagements provided as reference accounts in the Offeror's Technical Proposal to the TO, or other engagements not provided in the Technical Proposal but known to the State.

4.3 SELECTION PROCEDURES

1. TO Proposals will be assessed throughout the evaluation process for compliance with the minimum personnel qualifications and quality of responses to the TORFP.
2. TO Proposals deemed technically qualified will have their financial proposal considered. All others will be deemed not reasonably susceptible to award and will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.
3. The State will conduct interviews of responsive offers and the personnel proposed in each TO Proposal that meets minimum qualifications.
4. Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.
5. The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, technical merit has greater weight.

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 6 - Notice To Proceed](#) (sample).

SECTION 5 - MINORITY BUSINESS ENTERPRISE PARTICIPATION

State of Maryland

MARYLAND STATE DEPARTMENT OF EDUCATION MINORITY BUSINESS ENTERPRISE PARTICIPATION

Purpose

Contractor shall structure its procedures for the performance of the work required in this contract to attempt to achieve the minority business enterprise (MBE) goal stated in the Request for Proposals. MBE performance must be in accordance with this Exhibit, as authorized by Code of Maryland Regulations (COMAR) 21.11.03. Contractor agrees to exercise all good faith efforts to carry out the requirements set forth in this Exhibit.

MBE Goals and Subgoals

An MBE subcontract participation goal of 0 percent of the total contract dollar amount under Functional Area II- Installation and Functional Area III- Testing and Maintenance has been established for this procurement. By submitting a response to this solicitation, the bidder or offeror agrees that this dollar amount of the contract will be performed by certified minority business enterprises

AND

X An overall MBE subcontract participation goal of 10 percent of the total contract dollar amount has been established for this procurement. This dollar amount includes:

- A sub-goal of 0 percent of the total contract dollar amount to be allocated to certified minority business enterprises classified as women-owned businesses.
- A sub-goal of 0 percent of the total contract dollar amount to be allocated to certified minority business enterprises classified as African American-owned businesses.
- A sub-goal of 0 percent of the total contract dollar amount to be allocated to certified minority business enterprises classified as Hispanic American-owned businesses.

By submitting a response to this solicitation, the bidder or offeror agrees that these dollar amounts of the contract will be performed by certified minority business enterprises as specified.

- ◆ A prime contractor — including an MBE prime contractor — must accomplish an amount of work not less than the MBE subcontract goal with certified MBE subcontractors.
- ◆ A prime contractor comprising a joint venture that includes MBE partner(s) must accomplish the MBE subcontract goal with certified MBE subcontractors.

Solicitation and Contract Formation

- ◆ A bidder or offeror must include with its bid or offer:
 - (1) A completed Certified MBE Utilization and Fair Solicitation Affidavit (Attachment D-1) whereby the bidder or offeror acknowledges the certified MBE participation goal or requests a waiver, commits to make a good faith effort to achieve the goal, and affirms that MBE subcontractors were treated fairly in the solicitation process.
 - (2) A completed MBE Participation Schedule (Attachment D-2) whereby the bidder or offeror responds to the expected degree of Minority Business Enterprise participation as stated in the solicitation, by identifying the specific commitment of certified Minority Business Enterprises at the time of submission. The bidder or offeror shall specify the percentage of contract value associated with each MBE subcontractor identified on the MBE Participation Schedule.

If a bidder or offeror fails to submit Attachment D-1 and Attachment D-2 at the time of submittal of the bid or offer, the Procurement Officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

- ◆ Within 10 working days from notification that it is the apparent awardee or from the date of the actual award, whichever is earlier, the apparent awardee must provide the following documentation to the Procurement Officer.
 - (1) Outreach Efforts Compliance Statement (Attachment D-3)
 - (2) Subcontractor Project Participation Statement (Attachment D-4)
 - (3) If the apparent awardee has requested a waiver (in whole or in part) of the overall MBE goal or of any sub-goal as part of the previously submitted Attachment D-1, it must submit documentation supporting the waiver request that complies with COMAR 21.11.03.11.
 - (4) Any other documentation required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal.

If the apparent awardee fails to return each completed document within the required time, the Procurement Officer may determine that the apparent awardee is not responsible and therefore not eligible for contract award. If the contract has already been awarded, the award is voidable.

Contract Administration Requirements

Contractor shall:

1. Submit monthly to the Department a separate report (**Attachment D-5**) for each subcontractor that lists: a) all payments made to the MBE subcontractor during the previous 30 days, and, b) any unpaid invoices over 30 days old received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made.
2. Include in its agreements with its certified MBE subcontractors a requirement that those subcontractors submit monthly to the Department a report (**Attachment D-6**) that identifies the prime contract and lists: a) all payments received from the prime Contractor during the previous 30 days, and, b) any outstanding invoices, and the amount of those invoices.
3. Submit to the Department the “Prime Contractor Quarterly Activity Report” within 5 business days of the end of the quarter. The quarterly report must be submitted via e-mail in Microsoft Excel spreadsheet format to DoIT.MBE@doit.state.md.us See RFP Attachment D.
4. Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority subcontractors employed on the contract, the type of work performed by each, and the actual dollar value of work performed. Subcontract agreements documenting the work performed by all MBE participants must be retained by the Contractor and furnished to the Procurement Officer on request.
5. Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State’s representatives verifying compliance with the MBE participation obligations. Contractor must retain all records concerning MBE participation and make them available for State inspection for three years after final completion of the contract.
6. At the option of the procurement agency, upon completion of the contract and before final payment and/or release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

(i) *Attachments*

- D-1 Certified MBE Utilization and Fair Solicitation Affidavit (must be submitted with bid or offer)
- D-2 MBE Participation Schedule (must be submitted with bid or offer)
- D-3 Outreach Efforts Compliance Statement (must be submitted within 10 working days of notification of apparent award or actual award, whichever is earlier)
- D-4 Subcontractor Project Participation Statement (must be submitted within 10 working days of notification of apparent award or actual award, whichever is earlier)
- D-5 Prime Contractor Paid/Unpaid MBE Invoice Report (must be submitted monthly by the Prime Contractor)
- D-6 Subcontractor Paid/Unpaid MBE Invoice Report (must be submitted monthly by the MBE subcontractor)

EXHIBIT E-1

MDOT Certified MBE Utilization and Fair Solicitation Affidavit

(Submit with bid or offer)

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

In conjunction with the bid or offer submitted in response to Solicitation No. R00B9200171, I affirm the following: (check one)

1. I acknowledge and intend to meet the overall certified Minority Business Enterprise (MBE) participation goal of 10 percent of the total contract amount. 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. I hereby request a waiver, in whole or in part, of the overall goal. 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, I must submit the following additional documentation within 10 working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier.*

- (a) Outreach Efforts Compliance Statement (EXHIBIT E-2)
- (b) Subcontractor Project Participation Statement (EXHIBIT E-3)
- (c) Any other documentation, including 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. I hereby affirm that the MBE firms are only providing those products and services for which they are MDOT certified.

MBE Participating 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
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Percentage of Total Contract	

Continue on a separate page, if needed.

SUMMARY

Total 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 THIS AFFIDAVIT WITH BID/PROPOSAL

EXHIBIT E-2

Outreach Efforts Compliance Statement

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

In conjunction with the bid or offer submitted in response to Solicitation No. R00B9200171, I state the following:

1. Bidder/Offeror identified opportunities to subcontract in these specific work categories.
2. Attached to this form are copies of written solicitations (with bidding instructions) used to solicit MDOT certified MBEs for these subcontract opportunities.
3. Bidder/Offeror made the following attempts to contact personally the solicited MDOT certified MBEs.
4. Select ONE of the following:
 - a. This project does not involve bonding requirements.

OR

 - b. Bidder/Offeror assisted MDOT certified MBEs to fulfill or seek waiver of bonding requirements (*describe efforts*).
5. Select ONE of the following:
 - a. Bidder/Offeror did/did not attend the pre-bid/proposal conference.

OR

 - b. No pre-bid/proposal conference was held.

Bidder/Offeror Printed Name

By: _____
Signature

Address

Title

City/State/Zip

Date

EXHIBIT E-3

Subcontractor Project Participation Certification

Please complete and submit one form for each MDOT certified MBE listed on Exhibit E-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 No. _____ 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: _____
Signature

Name, Title

Date

By: _____
Signature

Name, Title

Date

EXHIBIT E-4

Minority Business Enterprise Participation Prime Contractor Unpaid MBE Invoice Report

Report #: _____ Reporting Period (Month/Year): _____ Report is due by the 10th of the following month the month the services were performed. Note: This form is to be completed monthly by each MBE subcontractor.	Contract #: _____ Contracting Unit: _____ Contract Amount: _____ MBE Subcontract Amt: _____ Project Begin Date: _____ Project End Date: _____ Services Provided: _____
--	--

Prime Contractor:		Contact Person:																															
Address:																																	
City:		State:	ZIP:																														
Phone:	FAX:	E-Mail:																															
Subcontractor Name:		Contact Person:																															
Phone:	FAX:	E-Mail:																															
Subcontractor Services Provided:																																	
List all payments made to MBE subcontractor named above during this reporting period: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 20%; text-align: center;"><u>Invoice#</u></th> <th style="width: 15%; text-align: center;"><u>Amount</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr> <td colspan="3">Total Dollars Paid: \$ _____</td> </tr> </tbody> </table>			<u>Invoice#</u>	<u>Amount</u>	1.			2.			3.			Total Dollars Paid: \$ _____			List dates and amounts of any outstanding invoices: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 20%; text-align: center;"><u>Invoice#</u></th> <th style="width: 15%; text-align: center;"><u>Amount</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr> <td colspan="3">Total Dollars Unpaid: \$ _____</td> </tr> </tbody> </table>			<u>Invoice#</u>	<u>Amount</u>	1.			2.			3.			Total Dollars Unpaid: \$ _____		
	<u>Invoice#</u>	<u>Amount</u>																															
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	<u>Invoice#</u>	<u>Amount</u>																															
1.																																	
2.																																	
3.																																	
Total Dollars Unpaid: \$ _____																																	

****If more than one MBE subcontractor is used for this contract, please use separate D-4 forms.
Return one copy (hard or electronic) of this form to the following address (electronic copy with signature and date is preferred):**

Contact Person: June Dwyer Dept.: <u>Department of Education</u> Address: <u>200 West Baltimore Street.</u> <u>Baltimore, MD 21201</u> Email: <u>jdwyer@msde.state.md.us</u>
--

Signature: _____ Date: _____

EXHIBIT E-5

**Minority Business Enterprise Participation
Subcontractor Paid/Unpaid MBE Invoice Report**

Report#: _____ Reporting Period (Month/Year): _____ Report is due by the 10th of the following month the month the services were performed. Note: This form is to be completed monthly by each MBE subcontractor.	Contract #: _____ Contracting Unit: _____ Contract/PO Amount: _____ MBE Subcontract Amount: _____ Project Begin Date: _____ Project End Date: _____ Services Provided: _____
---	--

MBE Subcontractor Name: _____

MDOT Certification #: _____

Contact Person: _____

Address: _____

City: _____	State: _____	ZIP: _____
-------------	--------------	------------

Phone: _____	Fax: _____	E-Mail: _____
--------------	------------	---------------

Subcontractor Services Provided: _____

<p>List all payments received from Prime Contractor during reporting period indicated above.</p> <table style="width:100%;"> <thead> <tr> <th style="width:5%;"></th> <th style="width:40%; text-align: center;"><u>Invoice Amt</u></th> <th style="width:55%; text-align: center;"><u>Date</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td> </td><td> </td></tr> <tr><td>2.</td><td> </td><td> </td></tr> <tr><td>3.</td><td> </td><td> </td></tr> <tr> <td>Total Dollars Paid: \$</td> <td colspan="2">_____</td> </tr> </tbody> </table>		<u>Invoice Amt</u>	<u>Date</u>	1.			2.			3.			Total Dollars Paid: \$	_____		<p>List dates and amounts of any unpaid invoices over 30 days old.</p> <table style="width:100%;"> <thead> <tr> <th style="width:5%;"></th> <th style="width:40%; text-align: center;"><u>Invoice Amt</u></th> <th style="width:55%; text-align: center;"><u>Date</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td> </td><td> </td></tr> <tr><td>2.</td><td> </td><td> </td></tr> <tr><td>3.</td><td> </td><td> </td></tr> <tr> <td>Total Dollars Unpaid: \$</td> <td colspan="2">_____</td> </tr> </tbody> </table>		<u>Invoice Amt</u>	<u>Date</u>	1.			2.			3.			Total Dollars Unpaid: \$	_____	
	<u>Invoice Amt</u>	<u>Date</u>																													
1.																															
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3.																															
Total Dollars Paid: \$	_____																														
	<u>Invoice Amt</u>	<u>Date</u>																													
1.																															
2.																															
3.																															
Total Dollars Unpaid: \$	_____																														

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

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

Contact Person: June Dwyer Dept.: <u>Department of Education</u> Address: <u>200 West Baltimore Street,</u> <u>Baltimore, MS 21201</u> Email: <u>jdwyer@msde.state.md.us</u>
--

Signature: _____ Date: _____

MARYLAND ACCOUNTABILITY AND REPORTING SYSTEM (MARS)
OPERATION AND MAINTENANCE SUPPORT
ATTACHMENT 1 - PRICE PROPOSAL
PRICE PROPOSAL FOR CATS II TORFP # R00B9200171

Labor Categories	A Hourly Labor Rate	B Total Est. Hours	C Total TORFP Price
Knowledge transfer (completed within 4 wks. of NTP)			\$
D1 Project Management Plan with WBS	n/a	n/a	\$
Year 1			
Year 1 (Notice To Proceed – June 30, 2013)			
(Labor Cat 59) Internet/Intranet Site Developer Senior	\$	2500*	\$
(Labor Cat 10) Applications Programmer	\$	1800*	\$
(Labor Cat 26) Quality Assurance Specialist	\$	1500*	
(Labor Cat 2) Project Manager	\$	1200*	\$
Total Evaluated price for Year -1			
Year 2 (Option Period)			
Option Period (July 1, 2013 - May 31, 2014)			
(Labor Cat 59) Internet/Intranet Site Developer Senior	\$	2500*	\$
(Labor Cat 10) Applications Programmer	\$	1800*	\$
(Labor Cat 26) Quality Assurance Specialist		1500*	
(Labor Cat 2) Project Manager	\$	1200*	\$
Total Evaluated price Year-2 (Option Period)			
TOTALEVALUATED PRICE			\$

*Note: Hours are estimated hours for evaluation purposes and used as a not-to-exceed amount for the Contract. MSDE currently does not anticipate utilizing all the hours. TO Contractor shall only assume the 40 hours per month support at this point and all operations and maintenance work will be issued as part of Work Order up to the not-to-exceed amounts.

**MARYLAND ACCOUNTABILITY AND REPORTING SYSTEM (MARS)
 OPERATION AND MAINTENANCE SUPPORT
 PRICE PROPOSAL FOR CATS II TORFP # R00B9200171**

PRICE PROPOSAL SUMMARY

PERIOD	AMOUNT
TOTAL YEAR 1	\$
TOTAL OPTION YEAR 2	\$
TOTAL ESTIMATED PRICE	\$

VENDOR'S NAME _____

ADDRESS _____

CITY, STATE AND ZIP CODE _____

FIN _____ DUNS NUMBER _____

TELEPHONE NO. _____ FAX NO. _____

EMAIL ADDRESS _____

SIGNATURE _____

PRINTED NAME _____

TITLE _____ DATE _____

***NOTE:**

1. The **TOTAL ESTIMATED PRICE** is for evaluation purposes only.
2. The actual start date for the option periods is dependent on the anniversary date of Notice to Proceed for this TORFP but will go through May 31, 2014.

The Hourly Labor Rate is the actual rate the State will pay for services and must be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate, but may be lower. Rates must include all direct and indirect costs and profit for the Master Contractor to perform under the TOA.

SUBMIT AS a .PDF FILE WITH THE FINANCIAL RESPONSE

ATTACHMENT 2 – TASK ORDER AGREEMENT

CATS II TORFP# ADPICS PO Number OF MASTER CONTRACT #060B9800035

This Task Order Agreement (“TO Agreement”) is made this day of Month, 201X by and between Task Order Contractor (TO Contractor) and the STATE OF MARYLAND, TO Requesting Agency.

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

Definitions. In this TO Agreement, the following words have the meanings indicated:

- a. “Agency” means the TO Requesting Agency, as identified in the CATS II TORFP # ADPICS PO.
- b. “CATS II TORFP” means the Task Order Request for Proposals # ADPICS PO, dated MONTH DAY, YEAR, including any addenda.
- c. “Master Contract” means the CATS II Master Contract between the Maryland Department of Information Technology and TO Contractor dated MONTH DAY, YEAR.
- d. “TO Procurement Officer” means TO Procurement Officer. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
- e. “TO Agreement” means this signed TO Agreement between TO Requesting Agency and TO Contractor.
- f. “TO Contractor” means the CATS II 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 Proposal - Technical” means the TO Contractor’s technical response to the CATS II TORFP dated date of TO Proposal – Technical.
- i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS II TORFP dated date of TO Proposal - Financial.
- j. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.

Scope of Work

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.

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 II 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 II TORFP
- c. Exhibit B – TO Proposal-Technical
- d. Exhibit C – TO Proposal-Financial

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 them 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.

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 II TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of _____, commencing on the date of Notice to Proceed and terminating on Month Day, Year.

Consideration and Payment

The consideration to be paid the TO Contractor shall be done so in accordance with the CATS II 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.

Payments to the TO Contractor shall be made as outlined in Section 2 of the CATS II TORFP, but no later than thirty (30) days after the Agency's receipt of an invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.

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.

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: _____

MARYLAND STATE DEPARTMENT OF EDUCATION

By: Albert Annan, TO Procurement Officer

Date

Witness: _____

ATTACHMENT 3 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

"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.

"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.

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.

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):

The bidder or Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or Offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or Offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

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

Date: _____

By: _____
(Authorized Representative and Affiant)

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 4 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY

INSTRUCTIONS:

Master Contractors must comply with all personnel requirements under the Master Contract RFP 060B9800035.

Only labor categories proposed in the Master Contractors Financial Proposal may be proposed under the CATS II TORFP process.

For each person proposed in any of the labor categories, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements. This summary is required at the time of the interview.

For example: If you propose John Smith, who is your subcontractor, and you believe he meets the requirements of the Group Facilitator, you will complete the top section of the form by entering John Smith's name and the subcontractor's company name. You will then complete the right side of the Group Facilitator form documenting how the individual meets each of the requirements. Where there is a time requirement such as three months experience, you must provide the dates from and to showing an amount of time that equals or exceeds mandatory time requirement; in this case, three months.

Each form also includes examples of duties to perform. The proposed person must be able to fulfill those duties.

For each subject matter expert, the State will identify the particular area of expertise and the Master Contractor shall provide proof the individual has qualifications within that area of expertise.

Additional information may be attached to each Labor Category Personnel Resume Summary that may assist a full and complete understanding of the individual being proposed.

ATTACHMENT 4 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY (CONTINUED)

Proposed Individual’s Name/Company:	How does the proposed individual meet each requirement?
LABOR CLASSIFICATION TITLE – (INSERT LABOR CATEGORY NAME)	
Education: (Insert the education description from the CATS II RFP from Section 2.10 for the applicable labor category.)	
Experience: (Insert the experience description from the CATS II RFP from Section 2.10 for the applicable labor category.)	
Duties: (Insert the duties description from the CATS II RFP from Section 2.10 for the applicable labor category.)	

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

Contractor’s Contract Administrator:

Signature

Date

Proposed Individual:

Signature

Date

**SUBMIT WITH TECHNICAL PROPOSAL
SIGNATURE REQUIRED WITH TECHNICAL SUBMISSION**

ATTACHMENT 5 – DIRECTIONS TO THE PRE-TO PROPOSAL CONFERENCE

The Pre-Proposal Conference will be held:

WEDNESDAY, AUGUST 1, 2012 @ 2:00 PM

Maryland State Department of Education
200 West Baltimore Street
Baltimore, MD 21201
8th Floor, CR 6

From Interstate 95 (Washington, D. C.)

95 to Exit 53 – “Route 395 North/Downtown”. On 395, take exit “Downtown/Inner Harbor”, which is the left lane. Stay in left lane. “Downtown/Inner Harbor” exit becomes Howard Street. Cross Conway, Camden, and Pratt Streets. After Pratt, get in the right lane. Cross Lombard Street, turn right at next light which is Baltimore Street. You can turn right from both lanes, but the left lane of Howard Street puts you into the left lane of Baltimore Street and gives easy access to the parking lot, and directly across from the First Mariners Arena (Formerly the Baltimore Arena).

From Interstate 95 (North of Baltimore—Philadelphia/New York)

95 South to Baltimore. Pass the exits to 695 – Baltimore Beltway. As soon as you pass the 695 exits, get in the right two lanes. Stay to the right and follow signs to 95 South/Ft. McHenry Tunnel. (The left two lanes go to 895 and the “old” Harbor Tunnel.) When you exit the Ft. McHenry tunnel stay on the right and take the first exit – 395/Baltimore/Downtown. On the exit ramp you should begin to move to the left and continue to follow the signs that say “Downtown/Inner Harbor”. Downtown/Inner Harbor” exit becomes Howard Street. Cross Conway, Camden, and Pratt Streets. After Pratt, get in the right lane. Cross Lombard Street, turn right at next light which is Baltimore Street. You can turn right from both lanes, but the left lane of Howard Street puts you into the left lane of Baltimore Street and gives easy access to the parking lot next to the building. MSDE is in the middle of the block, on the left, right next to the parking lot, and directly across from the First Mariners Arena (formerly the Baltimore Arena).

From Annapolis – Route 50

Route 50 West to Route 97 North to Baltimore to exit “695 (Baltimore Beltway) West” to Baltimore. Exit 7B from the Beltway to Baltimore-Washington Parkway “295 North to Baltimore”. Follow directions below for 295 North to Baltimore.

From the Baltimore-Washington Parkway (Route 295)

295 North to Baltimore – all the way into Baltimore City. The name of the road/street changes from BW Parkway to Russell Street to Paca Street. As you come into the city you will pass the site of the new Camden Yards (Oriole Ballpark) on the right, you will cross Pratt Street, Lombard Street, and Redwood Street. At Baltimore Street turn right. Cross Eutaw Street and Howard Street. MSDE is in the middle of the block, on the left, right next to the parking lot, and directly across from the 1st Mariners Arena (Formerly the Baltimore Arena).

ATTACHMENT 6 – NOTICE TO PROCEED

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS II Task Order Agreement #ADPICS PO

Dear TO Contractor Contact:

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

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

Sincerely,

TO Procurement Officer

Task Order Procurement Officer

Enclosures (2)

cc: TO Manager

Procurement Liaison Office, Department of Information Technology

Project Management Office, Department of Information Technology

ATTACHMENT 7 – NON-DISCLOSURE AGREEMENT (OFFEROR)

This Non- Disclosure Agreement (the “Agreement”) is made this ___ day of _____ 201_, 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 II TORFP #ADPICS PO for TORFP Project Name. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to _____. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as “Confidential Information”. As a condition for its receipt and access to the Confidential Information described above, the OFFEROR agrees as follows:

1. OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received, except in connection with the preparation of it’s TO Proposal.
2. Each employee or agent of the OFFEROR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the OFFEROR shall provide originals of such executed Agreements to the State. Each employee or agent of the OFFEROR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the OFFEROR.
3. OFFEROR shall return the Confidential Information to the State within five business days of the State’s Notice of recommended award. If the OFFEROR does not submit a Proposal, the OFFEROR shall return the Confidential Information to TO Procurement Officer, TO Requesting Agency on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State’s rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR’S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys’ fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.
8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

OFFEROR: _____ BY: _____

NAME: _____ TITLE: _____

ADDRESS: _____

SUBMIT AS REQUIRED IN SECTION 0 OF THE TORFP

ATTACHMENT 8 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made as of this ___ day of _____, 201__, by and between the State of Maryland ("the State"), acting by and through its TO Requesting Agency (the “Department”), and _____ (“TO Contractor”), a corporation with its principal business office located at _____ and its principal office in Maryland located at _____.

RECITALS

WHEREAS, the TO Contractor has been awarded a Task Order Agreement (the “TO Agreement”) for TORFP Title TORFP No. ADPICS PO dated _____, (the “TORFP”) issued under the Consulting and Technical Services procurement issued by the Department, Project Number 060B9800035; and

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

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

1. Confidential Information means any and all information provided by or made available by the State to the TO Contractor in connection with the TO Agreement, regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such. Confidential Information includes, by way of example only, information that the TO Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the TO Agreement.
2. TO Contractor shall not, without the State’s prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information provided by the State except for the sole and exclusive purpose of performing under the TO Agreement. TO Contractor shall limit access to the Confidential Information to the TO Contractor’s Personnel who have a demonstrable need to know such Confidential Information in order to perform under the TO Agreement and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of the TO Contractor’s Personnel are attached hereto and made a part hereof as Exhibit A. Each individual whose name appears on Exhibit A shall execute a copy of this Agreement and thereby be subject to the terms and conditions of this Agreement to the same extent as the TO Contractor. TO Contractor shall update Exhibit A by adding additional names as needed, from time to time.
3. If the TO Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the TO Contractor’s performance of the TORFP or who will otherwise have a role in performing any aspect of the TORFP, the TO Contractor shall first obtain the written consent of the State to any such dissemination. The State may grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion.

4. TO Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, to adopt or establish operating procedures and physical security measures, and to take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and to prevent all or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.
5. TO Contractor shall promptly advise the State in writing if it learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of the TO Contractor's Personnel or the TO Contractor's former Personnel. TO Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).
6. TO Contractor shall, at its own expense, return to the Department, all copies of the Confidential Information in its care, custody, control or possession upon request of the Department or on termination of the TO Agreement.
7. A breach of this Agreement by the TO Contractor or by the TO Contractor's Personnel shall constitute a breach of the TO Agreement between the TO Contractor and the State.
8. TO Contractor acknowledges that any failure by the TO Contractor or the TO Contractor's Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the TO Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The TO Contractor consents to personal jurisdiction in the Maryland State Courts. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages from the TO Contractor and the TO Contractor's Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the TO Contractor or any of the TO Contractor's Personnel to comply with the requirements of this Agreement, the TO Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
9. TO Contractor and each of the TO Contractor's Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement and the TO Contractor shall provide originals of such executed Agreements to the State.
10. The parties further agree that:
 - a. This Agreement shall be governed by the laws of the State of Maryland;
 - b. The rights and obligations of the TO Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;
 - c. The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
 - d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;

- e. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and
- f. The Recitals are not merely prefatory but are an integral part hereof.

TO Contractor/TO Contractor's Personnel:

TO Requesting Agency:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SUBMIT AS REQUIRED IN SECTION 0 OF THE TORFP

ATTACHMENT 9 – TO CONTRACTOR SELF-REPORTING CHECKLIST

The purpose of this checklist is for CATS II Master Contractors to self-report on adherence to procedures for Task Orders (TO) awarded under the CATS II Master Contract. Requirements for TO management can be found in the CATS II 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.state.md.us with the TO number in the subject line.

Master Contractor:	
Master Contractor Contact / Phone:	
Procuring State Agency Name:	
TO Title:	
TO Number:	
TO Type (Fixed Price, T&M, or Both):	
Checklist Issue Date:	
Checklist Due Date:	
Section 1 – Task Orders with Invoices Linked to Deliverables	
A) Was the original TORFP (Task Order Request for Proposals) structured to link invoice payments to distinct deliverables with specific acceptance criteria? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, skip to Section 2.)	
B) Do TO invoices match corresponding deliverable prices shown in the accepted Financial Proposal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____	
C) Is the deliverable acceptance process being adhered to as defined in the TORFP? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____	
Section 2 – Task Orders with Invoices Linked to Time, Labor Rates and Materials	
A) If the TO involves material costs, are material costs passed to the agency without markup by the Master Contractor? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____	
B) Are labor rates the same or less than the rates proposed in the accepted Financial Proposal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____	
C) Is the Master Contractor providing timesheets or other appropriate documentation to support invoices? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____	
Section 3 – Substitution of Personnel	
A) Has there been any substitution of personnel? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, skip to Section 4.)	
B) Did the Master Contractor request each personnel substitution in writing? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	
C) Does each accepted substitution possess equivalent or better education, experience and qualifications than incumbent personnel? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	
D) Was the substitute approved by the agency in writing? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	
Section 4 – MBE Participation	
A) What is the MBE goal as a percentage of the TO value? (If there is no MBE goal, skip to Section 5) %	
B) Are MBE reports D-5 and D-6 submitted monthly? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____	

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

%

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

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

Yes No (If no, explain why) _____

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

Yes No

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

Section 5 – TO Change Management

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

Yes No (If no, explain why) _____

B) Does the change management procedure include the following?

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

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

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

C) Have any change orders been executed?

Yes No

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

D) Is the change management procedure being followed?

Yes No (If no, explain why) _____

ATTACHMENT 10 – 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 & Date:

ATTACHMENT 11 – AGENCY ACCEPTANCE OF DELIVERABLE FORM

Agency Name: TO Requesting Agency
TORFP Title: TORFP Project Name
TO Manager: TO Manager and Phone Number

To:

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

Title of deliverable: _____

TORFP Contract Reference Number: Section # _____

Deliverable Reference ID # _____

This deliverable:

Is accepted as delivered.

Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

TO Manager Signature

Date Signed

ISSUED BY THE TO MANAGER AS REQUIRED IN SECTION 2.8.1 OF THE TORFP.

ATTACHMENT 12 – Work Order Form

b) WORK ORDER	Work Order #	Contract #

This Work Order is issued under the provisions of a MARS Support contract. The services authorized are within the scope of services set forth in the *Purpose* of the work order.

c) Purpose

d) Statement of Work Requirements:

Deliverable(s), Acceptance Criteria and Due Date(s):

Deliverables are subject to review and approval by AGENCY prior to payment.
(Attach additional sheets if necessary)

e) Start Date	f) End Date
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Cost					
	Description for Task / Deliverables	Quantity (if applicable)	Labor Hours (Hrs.)	Labor Rate	Estimate Total
1.				\$	\$
2.				\$	\$
*Include WBS, schedule and response to requirements.				AGENCY shall pay an amount not-to-exceed	\$

<p>Contractor</p> <p>_____</p> <p>(Signature) Contractor Authorized Representative (Date)</p> <p>_____</p> <p style="text-align: right;">(Print Name)</p> <p>Telephone No.</p> <p>Email:</p>	<p>AGENCY Approval</p> <p>_____</p> <p>(Signature) AGENCY T/O Manager (Date)</p> <p>_____</p> <p>TO Manager (Print Name)</p> <p>Telephone No.</p> <p>Email:</p>
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EXHIBIT A

TO CONTRACTOR'S EMPLOYEES AND AGENTS

WHO WILL BE GIVEN ACCESS TO THE CONFIDENTIAL INFORMATION

Printed Name and Address
of Employee or Agent

Signature

Date

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