



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

**NETWORK
ADMINISTRATION
SUPPORT**

SBR PROCUREMENT ONLY

Issued By:

**Maryland State Department of Education
Office of Information Technology (OIT)**

This Task Order Request for Proposals has been designated as a Small Business Reserve in accordance with Title 14, Subtitle 5 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended by Chapter 75, Laws of Maryland 2004. The Task Order Agreement to be awarded under this Task Order Request for Proposals may be awarded only to businesses meeting the qualifications of a Small Business as defined in §14-501(c) of the State Finance and Procurement Article.

ISSUE DATE: OCTOBER 7, 2009

CATS II TORFP PROJECT NUMBER R00B9200089

TABLE OF CONTENTS

| | |
|---|-----------|
| KEY INFORMATION SUMMARY SHEET | 3 |
| NOTICE TO MASTER CONTRACTORS..... | 5 |
| SECTION 1 - ADMINISTRATIVE INFORMATION | 6 |
| 1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT | 6 |
| 1.2 TO AGREEMENT..... | 6 |
| 1.3 TO PROPOSAL SUBMISSIONS..... | 6 |
| 1.4 ORAL PRESENTATIONS/INTERVIEWS | 6 |
| 1.5 CONFLICT OF INTEREST | 6 |
| 1.6 NON-DISCLOSURE AGREEMENT | 7 |
| 1.7 LIMITATION OF LIABILITY CEILING..... | 7 |
| 1.8 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES | 7 |
| SECTION 2 - SCOPE OF WORK | 8 |
| 2.1 PURPOSE, OIT INFORMATION AND BACKGROUND | 8 |
| 2.2 PROFESSIONAL DEVELOPMENT | 8 |
| 2.3 TO CONTRACTOR PERSONNEL DUTIES AND RESPONSIBILITIES | 8 |
| 2.4 PERFORMANCE EVALUATION AND STANDARDS | 9 |
| 2.5 MITIGATION PROCEDURES..... | 10 |
| 2.6 WORK HOURS..... | 10 |
| 2.7 DELIVERABLES..... | 10 |
| 2.8 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES | 11 |
| 2.9 To CONTRACTOR PERSONNEL MINIMUM QUALIFICATIONS AND CERTIFICATIONS | 11 |
| 2.10 CONTRACTOR EXPERTISE REQUIRED | 12 |
| 2.11 SUBSTITUTION OF PERSONNEL | 12 |
| 2.12 NON-PERFORMANCE OF PERSONNEL | 12 |
| 2.13 INVOICING | 12 |
| 2.14 CHANGE ORDERS | 13 |
| 2.15 TERM OF CONTRACT..... | 13 |
| SECTION 3 – TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS..... | 14 |
| 3.1 REQUIRED RESPONSE | 14 |
| 3.2 FORMAT..... | 14 |
| SECTION 4 - PROCEDURE FOR AWARDING A TO AGREEMENT..... | 16 |
| 4.1 EVALUATION CRITERIA..... | 16 |
| 4.2 TECHNICAL CRITERIA..... | 16 |
| 4.3 SELECTION PROCEDURES | 16 |
| 4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT | 16 |
| ATTACHMENT 1 - PRICE PROPOSAL..... | 17 |
| ATTACHMENT 2 – TASK ORDER AGREEMENT..... | 19 |
| ATTACHMENT 3 - CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE..... | 22 |
| ATTACHMENT 4 - LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY..... | 23 |
| ATTACHMENT 5 – DIRECTIONS TO THE PRE-TO PROPOSAL CONFERENCE | 25 |
| ATTACHMENT 6 - NON-DISCLOSURE AGREEMENT (OFFEROR)..... | 26 |
| ATTACHMENT 7 - NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)..... | 27 |
| ATTACHMENT 8 – TO CONTRACTOR SELF-REPORTING CHECKLIST..... | 29 |

KEY INFORMATION SUMMARY SHEET

This Small Business Reserve (SBR) Consulting and Technical Services (CATS II) Task Order Request for Proposals (TORFP) is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. Only SBR 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 SBR Master Contractors (herein referred to as Master Contractors) deciding not to submit a TO 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: | NETWORK ADMINISTRATION SUPPORT |
| Functional Area: | Functional Area 6 – Systems/Facilities Management and Maintenance |
| TORFP Issue Date: | Wednesday, October 7, 2009 |
| Closing Date and Time: | Wednesday, October 28, 2009 by 12 NOON |
| TORFP Issuing Agency: | Maryland State Department of Education (MSDE) Office of Information Technology (OIT) |
| 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: | Sidney Drake, Chief Information Officer Maryland State Department of Education Office of Information Technology 200 West Baltimore Street; Baltimore, MD 21201 Telephone: 410-767-0861; Fax: 410-333-0257 email: Sdrake@msde.state.md.us |
| TO Project Numbers: | R00B9200089 |
| TO Type: | Time & Materials |
| Period of Performance: | Four (4) years with one option renewal period (6 month option) |
| MBE Goal: | 0% |
| Small Business Reserve (SBR) | Yes |
| Primary Place of Performance: | Maryland State Department of Education Office of Information Technology 200 West Baltimore Street Baltimore, MD 21201 |
| State Furnished Work Site and/or Access to Equipment, Facilities or Personnel: | Workspace, telephones and workstations with Internet access will be provided for the Contractor's personnel. Hours of work are 8:30 am to 5:00 pm, local time. |

TO Pre-Proposal Conference:

Maryland State Department of Education
200 West Baltimore Street Baltimore, MD 21201
8th Floor, CR 3
FRIDAY, OCTOBER 16, 2009 2 11:00 AM

NOTICE TO MASTER CONTRACTORS

All Small Business Reserve (SBR) CATS Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. 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: NETWORK ADMINISTRATION SUPPORT

TORFP No.: R00B9200089

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 _____

SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement. See Section 2.14 for information on change orders.

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

1.2 TO AGREEMENT

Based upon an evaluation of TO Proposal responses, a Master Contractor will be selected to conduct the work defined in Section 2 - Scope of Work. A specific TO Agreement, Attachment 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 stated date and exact time. The time will be local time as determined by MSDE OIT's e-mail system time stamp. The TO Proposal is to be submitted via e-mail as two attachments in MS Word format. The "subject" line in the e-mail submission shall state the TORFP #R00B9200087. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS II TORFP #R00B9200087 Technical". The second file will be the financial response to this CATS II TORFP and titled, "CATS II TORFP #R00B9200087 Financial". The following proposal documents must be submitted with required signatures as .PDF files with signatures clearly visible:

- Attachment 1 – Price Proposal
- Attachment 4 – Conflict of Interest and Disclosure Affidavit

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

Master Contractors 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 DBM, 45 Calvert Street, Annapolis, Maryland. Offerors who review such documentation will be required to sign the Non-Disclosure Agreement (Offeror) form included as Attachment 8 to this TORFP. Please contact the TO Procurement Officer of this TORFP to schedule an appointment if interested.

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

1.7 LIMITATION OF LIABILITY CEILING

Pursuant to Section 28(C) of the CATS Master Contract, the limitation of liability per claim under this TORFP shall not exceed the total TO Agreement amount established.

1.8 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

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, maintenance, and support valued at \$1 million or greater, but all CATS II TOs are subject to review.

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

SECTION 2 - SCOPE OF WORK

2.1 PURPOSE, OIT INFORMATION AND BACKGROUND

2.1.1 PURPOSE

The Maryland State Department of Education (MSDE) Office of Information Technology (OIT) is issuing this CATS II TORFP to obtain one senior network support resources to manage/support OIT's Local Area Network (LAN), Wide Area Network services (WAN) and related network administration tasks.

2.1.2 OIT INFORMATION

The cornerstone of the MSDE OIT is its ability to meet its customer service commitments by providing access to stored information, maintaining information technology systems, and ensuring the integrity and confidentiality of information and the associated timely availability of systems to authorized users.

MSDE information system infrastructure plays a vital role in supporting business processes, customer services, contributing to operational and strategic business decisions, and in conforming to legal and statutory requirements.

The MSDE standard desktop operating system is Windows XP Professional with servers running Windows Advance Server 2003. Connectivity is by CISCO devices and access policies are managed by Microsoft Active Directory 2003. The current MSDE desktop environment consists of 2500 Windows 2000 and Windows XP workstations, with Windows XP being the majority.

There are 125 Dell Power-Edge rack mounted servers and 40 Dell Blade Servers connecting to an EMC SAN solution. Additionally, there are 6 IBM E-servers with multi-processors (scheduled for replacement), running Windows 2003 Enterprise Server, and Microsoft Data Center Server connected to an IBM Fast-T Storage Unit (scheduled for replacement).

2.1.3 BACKGROUND

The OIT is located in downtown Baltimore, at 200 West Baltimore Street, Baltimore Maryland 21201. MSDE provides management and support services for the local and wide area network design, security and performance of its enterprise network, including connectivity to five MSDE data center locations and fourteen Child Care Administration Offices across the State.

The OIT is also responsible for maintaining network printers, websites and custom applications, including video conferencing, and Internet connectivity. The network infrastructure uses a combination of Cisco switches, routers, load balancers, firewalls, radius servers, intrusion detection and monitoring systems. The OIT places high expectations upon its staff in terms of supporting and maintaining high-performance network systems and providing expert resolution to problems. Due to the growth of systems supported by OIT, limited resources currently available, recruitment efforts, and skill-sets of the existing staff, the need for senior network support resource has increased.

2.2 PROFESSIONAL DEVELOPMENT

Network technology is continuously changing. In keeping with evaluating and implementing emerging network technologies and ensuring acceptable performance levels of both LAN and WAN, the TO contractors must ensure continuing education opportunities for the resources provided. Additionally, the TO contractors resources must keep up-to-date and be well versed in maintaining and updating the design, security, connectivity, and configurations to the network hosted at the MSDE Data Center as well as supported remote locations.

2.3 TO CONTRACTOR PERSONNEL DUTIES AND RESPONSIBILITIES

2.3.1 TO CONTRACTOR SR NETWORK SUPPORT SPECIALISTS DUTIES AND RESPONSIBILITIES

The TO Contractor FTE will be involved in highly technical work of considerable difficulty and shall support connectivity to all MSDE data center locations using Cisco Content Switches, Cisco ASA firewalls/concentrators, Cisco Wireless Access Points, Cisco Managed Switches and Routers, and network monitoring systems. The TO Contractor FTE must have in-depth level of routing, switching, and network security knowledge and experience.

In addition to designing and managing the WAN configuration, the resources shall use software for evaluation loads, uptime, and intrusion detection tools. The following are additional roles and responsibilities:

- A) Implement security releases, network upgrades, and operation of Local, Wide Area Networks, Network systems software, and CISCO hardware.
- B) Provide quality up-time performance of Internet Services, LAN/WAN protocols, design, operations, management, and control.
- C) Maintain firewalls at all MSDE sites and Microsoft VPN connectivity.
- D) Maintain local wireless virtual networks and the Enterprise to the State's Network Maryland initiative.
- E) Design and Implement and test a Remote Business Continuance solution of critical applications.
- F) Design and Implement RSA Security Solution ®, MSDE for VPN users and Network Administrators.
- G) Preferred understanding of Federal **HIPAA** Regulations & Standards.
- H) Comprehend complex verbal and written instructions in English.
- I) Analyze user needs and design effective PC/LAN/WAN solutions.
- J) Solve problems and ensure effective operations of the networks and hardware.
- K) Perform long range capacity planning; make configuration, enhancement and security recommendations.
- L) Document various support process such as: Restart procedures, Review of logfiles, actions taken, and new processes.
- M) Train MSDE network specialists to perform daily support functions, and to verify network conditions.
- N) Manage a highly available WAN configuration, which includes, but is not limited to Cisco fail-over firewall configurations and Hot Standby Router Protocol (HSRP) Configurations
- O) Manage and Configure Cisco ASA® solutions
- P) Administer VLAN technologies, including HSRP MSFC configurations
- Q) Design, certify, implement and administer a wireless VLAN, using 802.11x technologies
- R) Install and manage secure access using Cisco ASA VPN termination. Configuration efforts also to include client-to-site and site-to-site connectivity
- S) Execute vulnerability assessments and network penetration tests, using third party tools
- T) Provide management, with high-level analysis of all vulnerability tests and reports
- U) Manage a multi-site Cisco firewall, router, and switched network at all five Data Center locations, including such technologies as: EIGRP, OSPF, and BGP
- V) Assist in security policy review and design related to Server, LAN and WAN Connectivity
- W) Monitor performance and security, using network management tools
- X) Use Cisco Works® for SNMP management of LAN/WAN devices
- Y) Implement and manage Cisco QOS prioritization and Ethernet virtual circuits.
- Z) Monitor performance and patch management using Cisco Works
- AA) Configure and handle upgrades of Cisco IOS®
- BB) Develop and update Network Diagrams using Microsoft Visio®
- CC) Use NetTracker Web Log Analyzer® to monitor utilization
- DD) Configure and manage Cisco Content Switch®
- EE) Manage and configure FTP services
- FF) Configure, update, and Manage the Secure Transport® Server
- GG) Implementing and supporting KVM over IP solutions
- HH) Mentor other staff members on network technologies

2.4 PERFORMANCE EVALUATION AND9 STANDARDS

TO Contractor personnel will be evaluated by the TO Manager on a quarterly basis for assignments performed during that period. The established performance evaluation and standards are:

- A) Quality and expertise of services delivered.
- B) Assigned activities are completed in a timely and appropriate manner, ensuring minimum disruption to the customer, and in accordance with vendor licensing agreements and established policies.
- C) All connectivity, supporting hardware, and applications, including databases, e-mail and Internet access are performing as expected.
- D) Procedures are kept current and documented for distribution upon request. Information related to assign Support Service Requests is current and available for distribution upon request. Status of open Assigned Service Requests are documented and reported to affected customers.
- E) Hardware and operating system patches are kept current.
- F) Interactions with staff and external vendors are done in a professional and non-disruptive manner.

2.5 MITIGATION PROCEDURES

Should an evaluation of any TO Contractor's personnel indicate poor or non-performance, the TO Manager will follow the established mitigation process, prior to requesting that the TO Contractor provide a replacement employee. The MSDE TO Manager will:

- A) Document and validate the problem.
- B) Allow the employee to take corrective measures, with scheduled re-evaluations to occur within 30 days.

2.6 WORK HOURS

- A) Services are expected to start within 10 days of Notice to Proceed and continue, Monday through Friday, at least 35 hours a week, until the service hours have been expended. Total number of hours shall not exceed 40 hours per week.
- B) A flexible work schedule will be used to handle any efforts outside the core hours.
- C) At times, the TO Contractor will need to be availability outside the hours of 7:00 AM – 6:00 PM. During this time an escort by MSDE staff is required.
- D) The TO Contractor, will contact the TO Manager, for
- E) Contractor must notify the TO Manager of any scheduled absence. Request for scheduled absences of more than three contiguous business days should occur three weeks in advance.
- F) Contractor will supply coverage during scheduled absences of more than 4 contiguous business days, excluding weekends.
- G) The Contractor shall strive to provide service availability of 99.5 percent or greater, excluding a weekly maintenance window of approximately 30 minutes or other pre-defined times.

The TO Manager shall be notified 48 hours in advance of scheduled maintenance activities that may impact site/system availability. Maintenance of 30 minutes or more shall be scheduled outside the core business hours. Maintenance outside of this schedule must have prior approval by the TO Manager.

2.7 DELIVERABLES

The TO Contractor shall be responsible for providing, on a continual basis for all assigned tasks, a full time Network Resources as stated in this TORFP within the required timeframe as specified by the TO Manager.

2.7.1 Status Report

The TO Contractor shall be responsible for compiling and submitting to the TO Manager, a bi-weekly status report that summarizes the following:

- A) Individual bi-weekly timesheets for each TO₁₀ Contractor FTE (Full Time Employee). The

information on the timesheets must match the billed hours on the invoice for the covered period.

- B) Assigned work efforts and status (completed, work-in-progress, on-hold with anticipated date of completion) and issues identified.
- C) Emergency work efforts, including any issues identified.
- D) Proposed work activities for the next two weeks.

2.7.2 Delivery Schedule

| ID | Deliverable | Expected Completion: |
|----|--|----------------------|
| A | TO Network Contractor 2-FTE (Section 2.10) | NTP + ONGOING |
| B | Status Reporting (2.5.1) | NTP + ONGOING |

2.8 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 work, 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 work execution. These may include, but are not limited to:

- A) The State's System Development Life Cycle (SDLC) methodology at: www.dbm.maryland.gov - keyword: SDLC.
- B) The State Information Technology Security Policy and Standards at: www.dbm.maryland.gov - keyword: Security Policy.
- C) The State Information Technology Project Oversight at: www.dbm.maryland.gov - keyword: IT Project Oversight.
- D) The State of Maryland Enterprise Architecture at www.dbm.maryland.gov - keyword: MTAF Guiding Principles.
- E) The Maryland State Department of Education Enterprise Data Network standards and procedures.
- F) The TO Contractor resources for this TORFP shall obtain a Criminal Justice Information System (CJIS) State and Federal criminal background check

2.9 To Contractor Personnel Minimum Qualifications and Certifications

2.9.1 Contractor Sr. Network Support Minimum Qualifications and Certifications

The one Network Support FTE proposed for this TORFP must possess a Bachelor's degree in an Information Technology related field and have at least five (5) years of practical experience as a senior engineer with combined experience as a senior support resource. Possess certifications as a Microsoft Certified Systems Engineer (MCSE), Cisco CCNP.

The required experience must be in the following technical areas:

- A) Working knowledge of a complete network environment
- B) Windows Server 2003 and 2000
- C) Active Directory
- D) TCP/IP and DNS
- E) Microsoft Exchange 2003
- F) Server Security
- G) Backup and Recovery Methods
- H) File and Print services

- I) Terminal Services
- J) Switch Architecture
- K) Rack-mounting/Moving network equipment
- L) Monitoring server performance
- M) In-depth knowledge of Cisco security, routing and switching technologies

2.10 CONTRACTOR EXPERTISE REQUIRED

The individual proposed for this TORFP 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 TO Contractor shall demonstrate, in its proposal, that it possesses such expertise in-house or has fostered strategic alliances with other firms for providing such services. The TO Contractor resources shall effectively communicate in English both verbally and in writing (e.g. e-mail)

2.11 SUBSTITUTION OF PERSONNEL

The TO Contractor shall only propose staff available at the time of the TO Proposal and satisfy the personnel qualifications specified in the Master Contract. In addition, the TO Contractor shall abide by the substitution of personnel requirements in the Master Contract, Section 2.11.8.

2.12 NON-PERFORMANCE OF PERSONNEL

In the event that MSDE OIT is dissatisfied with the TO Contractor's personnel for not performing to the specified standards specified herein, the TO Contractor personnel may be removed from the project at the TO Manager's discretion. Both parties will be in full communication as to the nature of the dissatisfaction and will utilize previous mitigation efforts included herein, see section 2.5. Replacement personnel must have qualifications at least equal to or greater than that of the non-performing person initially proposed and evaluated and accepted in the TO Agreement. The TO Manager will determine the amount of time the TO Contractor has to provide a replacement.

2.13 INVOICING

Payment will only be made upon completion and acceptance of the deliverables as defined in this TO.

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS Master Contract. Invoices for payment shall contain the TO Contractor's Federal Employer Identification Number, as well as the information described below, and must be submitted to the TO Manager for payment approval. Payment of invoices will be withheld if a signed TO Requesting Agency Acceptance of Deliverable form included as Attachment 6, is not submitted.

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

INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

- A) The invoice shall identify the MSDE/OIT as the TO Requesting Agency, deliverable description, associated TO Agreement number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number.
- B) The reference for employees and any subcontractor and signed Acceptance of Deliverable form included as Attachment 6, for each deliverable being invoiced) submitted for payment to the MSDE/OIT at the following address: TO Contractor shall send the original of each invoice and supporting documentation (itemized billing):

Sidney Drake
Chief Information Officer
Maryland State Department of Education
Office of Information Technology
200 West Baltimore Street
Baltimore, MD 21201

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

2.14 CHANGE ORDERS

If the TO Contractor is required to perform additional work, or if there is a work reduction due to unforeseen scope changes, the TO Contractor and TO Manager shall negotiate a mutually acceptable price modification based on the TO Contractor’s proposed rates in the Master Contract and SOW change. No Statement of Work (SOW) modifications shall be performed until a change order is executed by the TO Procurement Officer.

2.15 TERM OF CONTRACT

The term of this contract shall be for a base period of four years and 6 month renewal option period.

SECTION 3 – TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

Each Master Contractor receiving this CATS 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 Notice to Master Contractors explaining why the Master Contractor will not be submitting a proposal.

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 TORFP. The TO Proposal shall provide the following:

3.2.1 THE TECHNICAL PORTION OF THE TO PROPOSAL SHALL INCLUDE:

A) Proposed Services

- 1) **Requirements:** A detailed discussion of the Master Contractor's understanding of the work and the Master Contractor's capabilities, approach and solution to address the requirements outlined in Section 2.
- 2) **Assumptions:** A description of any assumptions formed by the Master Contractor in developing the Technical Proposal.

B) Proposed Personnel

- 1) Identify and provide resumes for all proposed personnel by labor category.
- 2) Certification that all proposed personnel meet the minimum required qualifications and possess the required certifications in Section 2.9.
- 3) Complete and provide Attachment 4 – Labor Classification Personnel Resume Summary.
- 4) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TO Agreement.

C) Subcontractors

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

D) Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide three examples of work assignments that the proposed personnel have completed that were similar in scope to the one defined in this TORFP. Each of the three examples, to be provided at the interview, must include a reference complete with the following:
 - a) Name of organization.
 - b) Name, title, and telephone number of point-of-contact for the reference.
 - c) Type and duration of contract(s) supporting the reference.
 - d) The services provided, scope of the contract and performance objectives satisfied as they relate to the scope of this TORFP.
 - e) Whether the proposed personnel are still providing these services and, if not, an explanation of why services are no longer provided to the client organization.

- 2) **State of Maryland Experience:** If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any government entity of the State of Maryland. For each identified contract, the Master Contractor shall provide:

- a) The State contracting entity,
- b) A brief description of the services/goods provided,
- c) The dollar value of the contract,

- d) The term of the contract,
- e) Whether the contract was terminated prior to the specified original contract termination date,
- f) Whether any available renewal option was not exercised,
- g) The State employee contact person (name, title, telephone number and e-mail address).

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

E) State Assistance

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

F) Confidentiality

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

3.2.2 THE FINANCIAL RESPONSE OF THE TO PROPOSAL SHALL INCLUDE:

- A) A description of any assumptions on which the Master Contractor's Financial Proposal is based.
- B) Completed Financial Proposal - Attachment 1 including:

The Master Contractor should indicate on Attachment 1 the appropriate Labor Category being proposed, and the Fixed Hourly Labor Category Rate. Proposed rates are not to exceed the rates defined in the Master Contract.

SECTION 4 - PROCEDURE FOR AWARDING A TO AGREEMENT

4.1 EVALUATION 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 TO Agreement award determination, MSDE/OIT will consider all information submitted in accordance with Section 3.

4.2 TECHNICAL CRITERIA

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

- The Master Contractor's proposed solution and understanding of the TORFP Scope of Work based on the required response in Section 3.2.1.A.1.
- Personnel experience required in Section 3.2.1.B.

4.3 SELECTION PROCEDURES

4.3.1 TO Proposals will be assessed throughout the evaluation process for compliance with the minimum personnel qualifications in Section 2.9 and quality of responses to Section 3.2.1 of the TORFP. Master Contractor proposals that fail to meet the minimum qualifications will be deemed not reasonably susceptible for award, i.e., disqualified and their proposals eliminated from further consideration.

4.3.2 TO Proposals deemed technically qualified will have their financial proposal considered. All others will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.

4.3.3 The State will conduct interviews of all personnel proposed in each TO Proposal that meets minimum qualifications.

4.3.4 Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.

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 than price.

4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

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

ATTACHMENT 1 - PRICE PROPOSAL

PRICE PROPOSAL FOR CATSII TORFP #R00B9200089

LABOR CATEGORIES

| PERIOD | | A | B | C |
|---|---|-------------------|-------------------|---------------------------------|
| YEAR | Labor Categories for proposed resource | Hourly Labor Rate | Total Class Hours | Total Proposed CATS TORFP Price |
| 1 | (Insert Proposed Labor Categories for Network Resource) | \$ | 2080 | \$ |
| 2 | (Insert Proposed Labor Categories for Network Resource) | \$ | 2080 | \$ |
| 3 | (Insert Proposed Labor Categories for Network Resource) | \$ | 2080 | \$ |
| 4 | (Insert Proposed Labor Categories for Network Resource) | \$ | 2080 | \$ |
| Option Period 12/1/2013 5/31/2014 | (Insert Proposed Labor Categories for Network Resource) | \$ | 1040 | \$ |
| Total Evaluated Price | | | | \$ |

Authorized Individual Name

Company Name

E-Mail Address

Telephone Number

Title

Company Tax ID #

Signature

Date

* 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.

SUBMIT THIS WITH THE TECHNICAL RESPONSE

ATTACHMENT 2 – TASK ORDER AGREEMENT

CATS II TORFP# R00B9200089 OF MASTER CONTRACT 060B9800035

This Task Order Agreement (“TO Agreement”) is made this **day** of **Month**, 2009 by and between **MASTER CONTRACTOR** and the STATE OF MARYLAND, MARYLAND STATE DEPARTMENT OF EDUCATION.

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
 - a. “Agency” means the MARYLAND STATE DEPARTMENT OF EDUCATION, as identified in the CATS II TORFP # R00B9200087.
 - 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 **MASTER CONTRACTOR** dated **xxx 2009**.
 - d. “TO Procurement Officer” means Albert Annan. 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 the **TO Requesting Agency** and **MASTER CONTRACTOR**.
 - f. “TO Contractor” means the CATS II Master Contractor awarded this TO Agreement, whose principal business address is _____ and whose principal office in Maryland 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.
2. Scope of Work
 - 2.1. This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supercede the Master Contract.
 - 2.2. The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS 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

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

3. Time for Performance.

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS II TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of one year, commencing on the date of Notice to Proceed and terminating on **MONTH DAY, YEAR**.

4. Consideration and Payment

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

4.2 Payments to the TO Contractor shall be made as outlined Section 2 of the CATS 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.

C) 4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is **Federal ID number**. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to the **Agency TO Manager unless otherwise specified herein**.

. 4.4 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer.

IN WITNESS THEREOF, the parties have executed this TO Agreement as of the date hereinabove set forth.

TO CONTRACTOR NAME

By: Type or Print TO Contractor POC

Date

Witness: _____

STATE OF MARYLAND, MARYLAND STATE DEPARTMENT OF EDUCATION

By: Albert Annan, TO Procurement Officer

Date

Witness: _____

ATTACHMENT 3 - CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

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

ATTACHMENT 4 - LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY

INSTRUCTIONS:

1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 060B9800035.
2. Only labor classifications proposed in the Master Contractors Technical proposal may be proposed under the CATS II TORFP process.
3. For each person proposed in any of the labor classifications, complete one Labor Classification Personnel Resume Summary to document how the proposed person meets each of the minimum requirements.

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.

4. Each form also includes examples of duties to perform. The proposed person must be able to fulfill those duties.
5. For each subject matter expert, the State will identify the particular area of expertise and the Master Contractor shall provide proof the individual has qualifications within that area of expertise.
6. Additional information may be attached to each Labor Classification Personnel Resume Summary that may assist a full and complete understanding of the individual being proposed.

ATTACHMENT 5 – DIRECTIONS TO THE PRE-TO PROPOSAL CONFERENCE

The Pre-Proposal Conference will be held:

FRIDAY, OCTOBER 16, 2009
Maryland State Department of Education
200 West Baltimore Street
Baltimore, MD 21201
8th Floor, Conference Room 3

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 - Non-Disclosure Agreement (Offeror)

This Non- Disclosure Agreement (the "Agreement") is made this ____ day of _____ 200_, 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 Title. 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 in Section 1.8 of the TORFP, 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 under Section 1.8, except in connection with the preparation of its TO Proposal.
2. Each employee or agent of the OFFEROR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the OFFEROR shall provide originals of such executed Agreements to the State. Each employee or agent of the OFFEROR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the OFFEROR.
3. OFFEROR shall return the Confidential Information to the State within five business days of the State’s Notice of recommended award. If the OFFEROR does not submit a Proposal, the OFFEROR shall return the Confidential Information to TO Procurement Officer, TO Requesting Agency on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State’s rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR’S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys’ fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.
8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

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

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

ATTACHMENT 7 - NON-DISCLOSURE AGREEMENT (TO Contractor)

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made as of this ____ day of _____, 200__, 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 **release date for TORFP**, (the “TORFP”) issued under the Consulting and Technical Services II 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.

| | |
|---|---|
| Contractor/Contractor's Personnel: Name: _____ Title: _____ Date: _____ | Maryland State Department of Education Name: _____ Title: _____ Date: _____ |
|---|---|

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

ATTACHMENT 8 – 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 | |
| <p>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.)</p> | |
| <p>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) _____</p> | |
| <p>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) _____</p> | |
| Section 2 – Task Orders with Invoices Linked to Time, Labor Rates and Materials | |
| <p>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) _____</p> | |
| <p>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) _____</p> | |
| <p>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) _____</p> | |

Section 3 – Substitution of Personnel

A) Has there been any substitution of personnel?

Yes No (If no, skip to Section 4.)

B) Did the Master Contractor request each personnel substitution in writing?

Yes No (If no, explain why) _____

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

Yes No (If no, explain why) _____

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

Yes No (If no, explain why) _____

Section 4 – MBE Participation

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

B) Are MBE reports D-5 and D-6 submitted monthly? Yes No (If no, explain why) _____

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

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

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

Yes No (If no, explain why) _____

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

Yes No (If yes, explain the circumstances and any planned corrective actions) _____

Section 5 – TO Change Management

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

Yes No (If no, explain why) _____

B) Does the change management procedure include the following?

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

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

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

C) Have any change orders been executed?

Yes No

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

D) Is the change management procedure being followed?

Yes No (If no, explain why) _____

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
