

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

RFP Writer for a Cloud Voice over Internet Protocol  
(VoIP) System

CATS+ TORFP # F50B4400026



DEPARTMENT OF INFORMATION TECHNOLOGY (DOIT)

Issue Date: February 6, 2014

Small Business Reserve Only

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## KEY INFORMATION SUMMARY SHEET

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

TORFP Title:	RFP Writer for Cloud Voice over Internet Protocol (VoIP) Services
TO Project Number (TORFP #):	F50B4400026
Functional Area:	<b>Functional Area 10 - IT Management Consulting Services</b>
TORFP Issue Date:	02/06/2014
Questions Due Date and Time:	02/ 21/2014 at 02:00 PM Local Time
Closing Date and Time:	03/ 05/ 2014 at 2:00 PM Local Time
TORFP Requesting Agency:	Department of Information Technology (DoIT)
Send Questions and Proposals to:	Dale Eutsler Dale.Eutsler@Maryland.gov
TO Procurement Officer:	Dale Eutsler Office Phone Number: 410-260-7863 Office Fax Number: 410-974-5615
TO Manager:	Alan Sabol Office Phone Number: 410-260-7970 Email: Alan.Sabol@Maryland.gov
TO Type:	Fixed Price with Time and Materials option
Period of Performance:	Three (3) years with two (2) one year options
MBE Goal:	0 %
VSBE Goal:	0%
Small Business Reserve (SBR):	Yes
Primary Place of Performance:	DoIT, 45 Calvert Street, Annapolis, MD 21401
TO Pre-proposal Conference:	45 Calvert Street, Room 164A Annapolis, MD 21401 02/18/2014 at 10:00 AM Local Time See Attachment 6 for directions.

## SECTION 1 - ADMINISTRATIVE INFORMATION

### 1.1 TORFP Subject to Master Contract

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

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

### 1.2 ROLES AND RESPONSIBILITIES

Personnel roles and responsibilities under the TO:

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

The TO Manager will assign tasks to TO Contractor Personnel and will track and monitor the work being performed through the monthly Time Accounting deliverable for work types; actual work produced will be reconciled with the hours reported.

- **TO Contractor** – The CATS+ Master Contractor awarded the TO Agreement. The TO Contractor shall provide human resources as necessary to perform the services described in this TORFP Scope of Work.
- **TO Contractor Manager** - TO Contractor Manager will serve as first line contact with the TO Manager to regularly discuss progress of tasks, upcoming tasking, historical performance, and resolve any issues that may arise pertaining to the TO contractor staff. The TO Contractor Manager will serve as liaison between the TO Manager and the senior TO Contractor management.
- **TO Contractor Personnel** – Any resource provided by the TO Contractor in support of this TORFP over the course of the TORFP period of performance.
- **Proposed Personnel** – Any individual named in the TO Proposal by an Offeror to perform work under the scope of this TORFP. Proposed personnel are expected to start at Notice to Proceed issuance unless specified otherwise.
- **Offeror** – A Master Contractor submitting a TO Proposal.
- **TO Proposal** – The combination of an Offeror's Technical Proposal and Financial Proposal.

### **1.3 TO AGREEMENT**

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

### **1.4 TO PROPOSAL SUBMISSIONS**

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

### **1.5 ORAL PRESENTATIONS/INTERVIEWS**

All Master Contractors and proposed staff will be required to make an oral presentation to State representatives. The initial oral presentation will be uniform for all Offerors that meet minimum qualifications.

In the event that more than ten (10) Offerors meet minimum qualifications, Offerors meeting minimum qualifications will be required to participate in an initial oral presentation via telephone, the format of which will be determined and conveyed to the Offerors in advance. Offerors will be ranked based on their oral presentation, proposed resource resume and initial TORFP review. The top five (5) Offerors will be required to submit to in-person oral presentations that will include the proposed resource.

Significant representations made by an Offeror during the oral presentation or during the in-person interview shall be submitted in writing. All such representations will become part of the Offeror's proposal and are binding, if the TO Agreement is awarded to the Offeror. The TO Procurement Officer will notify Offeror of the time and place of oral presentations.

### **1.6 QUESTIONS**

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

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

### **1.7 TO PRE-PROPOSAL CONFERENCE**

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

Seating at the pre-proposal conference will be limited to two (2) attendees per company. Attendees should bring a copy of the TORFP and a business card to help facilitate the sign-in process.

The pre-proposal conference will be summarized in writing. As promptly as is feasible subsequent to the pre-proposal conference, the attendance record and pre-proposal summary will be distributed via email to all Master Contractors known to have received a copy of this TORFP.

In order to assure adequate seating and other accommodations at the pre-proposal conference please email the Procurement Officer indicating your planned attendance no later than three (3) business days prior to the pre-proposal conference. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, please contact the TO Procurement Officer no later than five (5) business days prior to the pre-proposal conference. DoIT will make reasonable efforts to provide such special accommodation.

### **1.8 CONFLICT OF INTEREST**

The TO Contractor awarded the TO Agreement shall provide IT technical and/or consulting services for State agencies or component programs with those agencies, and shall do so impartially and without any conflicts of interest. Each Offeror shall complete and include with its TO Proposal a Conflict of Interest Affidavit and Disclosure in the form included as Attachment 4 of this TORFP. If the TO Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the TO Procurement Officer may reject 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.

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

### **1.9 LIMITATION OF LIABILITY**

The TO Contractor's liability is limited in accordance with Section 27 of the CATS+ Master Contract. The TO Contractor's liability for this TORFP is limited to one (1) time the total TO Agreement amount.

### **1.10 CHANGE ORDERS**

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

### **1.11 TRAVEL REIMBURSEMENT**

Expenses for travel performed in completing tasks for this TORFP shall not be reimbursed.

### **1.12 MINORITY BUSINESS ENTERPRISE (MBE)**

The MBE goal and sub-goals for this TORFP are 0%.

### **1.13 VETERAN OWNED SMALL BUSINESS ENTERPRISE (VSBE)**

The VSBE goal for this TORFP is 0%.



## **1.14 NON-DISCLOSURE AGREEMENT**

### **1.14.1 NON-DISCLOSURE AGREEMENT (OFFEROR)**

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

Certain system documentation may be available for potential Offerors to review at a reading room at DoIT's address. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of Attachment 10. Please contact the TO Procurement Officer of this TORFP to schedule an appointment.

### **1.14.2 NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)**

Certain documentation may be required by the TO Contractor in order to fulfill the requirements of the TO Agreement. The TO Contractor, employees and agents who review or create such documents will be required to sign a Non-Disclosure Agreement (TO Contractor) in the form of Attachment 11.

## **1.15 LIVING WAGE**

The Master Contractor shall abide by the Living Wage requirements under Title 18, State Finance and Procurement Article, Annotated Code of Maryland and the regulations proposed by the Commissioner of Labor and Industry. All TO Proposals shall be accompanied by a completed Living Wage Affidavit of Agreement, Attachment 13 of this TORFP.

## **1.16 IRANIAN NON-INVESTMENT**

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

## **1.17 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES**

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

Attachment 12 is a sample of the TO Contractor Self-Reporting Checklist. DoIT will send an initial checklist to the TO Contractor approximately three (3) months after the award date for a TO. The TO Contractor shall complete and return the checklist as instructed on the form. Subsequently, at six (6) month intervals from the due date on the initial checklist, the TO Contractor shall update and resend the checklist to DoIT.

## **1.18 MERCURY AND PRODUCTS THAT CONTAIN MERCURY**

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

## **1.19 PURCHASING AND RECYCLING ELECTRONIC PRODUCTS**

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

## SECTION 2 - SCOPE OF WORK

### 2.1 PURPOSE

DoIT is issuing this CATS+ TORFP to obtain the services of one (1) Master Contractor to provide a team of resources to support DoIT's desire to implement a multi-agency Voice over Internet Protocol telephony (VoIP) system. DoIT is seeking proposals from Offerors with appropriately skilled and experienced telecommunications professionals to assist DoIT in the gathering of required specifications, the creation of a Request for Proposal (RFP) that will be issued to procure a VoIP system, the evaluation of the subject RFP, and the creation of Phase I Implementation Documentation (Section 2.6.3). Any TO Contractor services occurring after award of the RFP, will be on a Time and Materials (T&M) basis, pursuant to work issued through Work Orders (Section 2.12.4).

DoIT wishes to make an award determination based on the skills of a VoIP expert presented in response to this TORFP. Therefore, responses to this TORFP shall contain exactly **one (1) named** resource for a VoIP expert, with a Staffing Plan that describes how any additional team members will be furnished to meet the requirements of the TO.

DoIT intends to award this Task Order to one (1) Master Contractor that proposes the best named resource and Staffing Plan that satisfies the TO requirements.

**Please note that the Offeror awarded this Contract may NOT submit proposal(s) in response to the resulting RFP.**

### 2.2 REQUESTING AGENCY INFORMATION

DoIT is responsible for operating the State's telecommunications platforms at multi-agency locations and for managing State Telecommunications Contracts, and ensuring State agencies and Contractors adhere to the terms defined in the various contracts.

### 2.3 PROJECT BACKGROUND

DoIT currently has the operational responsibility for managing the Public Branch Exchanges (PBXs) at 29 locations throughout the State of Maryland. Most of the current DoIT managed voice platforms are at the end of manufacturer support and in need of upgrading or replacement. DoIT is interested in implementing the next generation technology for the State's 29 DoIT managed locations as well as creating a migration path forward for other locations managed by individual agencies.

### 2.4 PROFESSIONAL DEVELOPMENT

DoIT will not pay for or reimburse any costs associated with professional development or training.

### 2.5 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES

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

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

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

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

## **2.6 REQUIREMENTS**

The work to be accomplished by the TO Contractor Personnel includes all tasks listed below.

Work to be performed by the TO Contractor shall be at the direction of DoIT, encompassing a broad range of responsibilities, activities, and work products associated with the VoIP RFP creation, award evaluation and any transition duties that may be necessary. The TO Contractor Personnel shall be responsible for performing duties as identified below, plus other duties as assigned by the TO Manager within the general scope of this TORFP.

TO Contractor task responsibilities shall include but not be limited to:

### **2.6.1 RFP DEVELOPMENT (Fixed Price)**

The following requirements are for the deliverables associated with the development of the RFP.

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<b>ID#</b>	<b>RFP Development</b>	<b>Associated Deliverable ID # from Section 2.8.4 below as applicable</b>
2.6.1.1	Provide a project schedule for the fixed price portion of this TO. Perform project management activities to ensure all activities performed in the fixed price portion of the TO are completed in a timely manner.	<b><i>2.8.4.1. – Project Schedule</i></b>
2.6.1.2	<p>Review, validate, update and author as necessary the PBX documentation for all (29) existing DoIT managed PBX configurations including attached peripherals. TO Contractor Personnel shall document hardware and carrier services connected to each PBX, including quantity of trunks, carrier circuit information and applications supported.</p> <p>Create a new document to include any new information not in the updated Configuration Document to include the review and incorporation of any feedback from agency CIOs and any other appropriate stakeholder(s).</p>	<b><i>2.8.4.2 – Configuration Documentation</i></b>
2.6.1.3	Conduct interviews with points of contact responsible for telecommunications at agencies and DoIT, author and follow up on the results of the previously conducted survey for the agency CIOs, in order to understand and document each agencies’ voice services requirements and business rules. The results shall be categorized and prioritized by agency needs. Once all agencies’ needs have been documented, the TO Contractor Personnel shall translate the needs into appropriate requirements to be ranked and captured in the resulting RFP. Document all requirements in a single document.	<b><i>2.8.4.3 – Agency Requirements Document</i></b>
2.6.1.4	Identify, evaluate and document in a summary document the leaders and trends in the VoIP service industry citing sources. These results will also be presented, in a formal presentation, to DoIT management.	<b><i>2.8.4.4 – Industry Trends &amp; Standards Document</i></b>
2.6.1.5	Create a critical functions and features table to be included in the RFP. This table will be completed by RFP Offerors to identify product features that are being proposed. Each individual requirement identified in the table shall have a weight assigned which identifies the	<b><i>2.8.4.5 – Critical Functions and Features Table</i></b>

	relative importance of said requirement.	
2.6.1.6	Create the draft RFP for VoIP PBX services for the State of Maryland	<b><i>Deliverable 2.8.4.6 – Draft RFP</i></b>
2.6.1.7	Finalize VoIP PBX RFP for release. Support all necessary review cycles and document revisions.	<b><i>Deliverable 2.8.4.7 – Final RFP</i></b>

### **2.6.2 RFP EVALUATION REQUIREMENTS (Fixed Price)**

The following requirements are for the activities surrounding the TO Contractor Personnel’s active participation in both creating evaluation criteria and evaluating all responses.

<b>ID#</b>	<b>RFP Evaluation Requirements</b>	<b>Associated Deliverable ID # from Section 2.8.4 below as applicable</b>
2.6.2.1	Create an Evaluation Criteria Table to identify screening criteria which will identify each vendor’s business practices that could be utilized during the implementation. Each individual requirement identified in the table shall have a weight assigned which identifies the relative importance of said requirement.	<b><i>2.8.4.8 – Evaluation Criteria Table</i></b>
2.6.2.2	Participate in all aspects of the RFP evaluation process, including but not limited to reading and providing comments on all qualified vendors and attending any oral presentations.	<b><i>2.8.4.9 – Contract Award</i></b>

### **2.6.3 PHASE I DOCUMENTATION REQUIREMENTS (Fixed Price)**

Phase I activities encompass all the documentation necessary for the first phase of implementing the VoIP system. It is anticipated that the Phase I activities (under the Fixed Price portion of this TO) will include the documentation leading up to the initial roll-out of the VoIP system to a limited number of pre-determined agencies. These agencies will be determined during the development of Deliverable 2.8.4.7 -NextGen Migration Strategy. DoIT anticipates most of the activities associated with the Phase I Documentation to be performed after the release of the VoIP System RFP.

<b>ID#</b>	<b>Phase I Implementation</b>	<b>Associated Deliverable ID # from Section 2.8.4 below as applicable</b>
2.6.3.1	Work, at the direction of the TO Manager, to develop and document a strategy for moving from the existing telephony platform to the VoIP System.	<i>2.8.4.10– NextGen Migration Strategy</i>
2.6.3.2	Create a Transition Plan for migrating State agencies to a new system, independent of solution. The plan shall include at a minimum goals, assumptions, risks and transition team roles, as well as identification of all known tasks necessary to transition to the new system. (DoIT anticipates this transition plan will require updates in the T&M portion once a VoIP PBX vendor is selected).	<i>Deliverable 2.8.4.11 – Transition Plan</i>
2.6.3.3	Provide a Risk Assessment. The Risk Assessment shall provide a clear and objective evaluation of all risks associated with transitioning to a VoIP system. This document shall contain all assumptions and uncertainties associated with an IT project.	<i>Deliverable 2.8.4.12 – Risk Assessment</i>
2.6.3.4	Develop a Communication Plan for transition to new technology in phased implementations. This plan shall include at a minimum all stakeholders, all necessary information to be communicated and a clear plan and schedule for providing this communication.	<i>Deliverable 2.8.4.13 – Communications Plan</i>
2.6.3.5	Develop and provide Phase I Planning Schedule. Initial Schedule to successfully roll out the first phase of the new VoIP system including all necessary tasks and task assignments.	<i>Deliverable 2.8.4.14 - Phase I Planning Schedule</i>
2.6.3.6	Develop and provide Phase I Implementation Plan. This document shall include the purpose, system overview and description of how implementation will occur.	<i>Deliverable 2.8.4.15 – Phase I Implementation Plan</i>

**2.6.4 ADDITIONAL REQUIREMENTS (Fixed Price)**

<b>ID#</b>	<b>Additional Requirements</b>	<b>Associated Deliverable ID # from Section 2.8.4 below as applicable</b>
2.6.4.1	Host weekly meetings with the DoIT Voice Services Unit to raise issues and monitor progress.	<i>2.8.4.16– Meeting Minutes</i>
2.6.4.2	Participate in activities necessary to develop requirements and review documentation including but not limited to: meetings, working sessions, teleconferences, emails and telephone calls.	
2.6.4.3	Edit all written material and deliverables for clarity, flow, proper English grammar.	
2.6.4.4	Provide weekly status report on the progress of the work under this TORFP.	<i>2.8.4.17– Weekly Status Report</i>
2.6.4.5	Perform other duties necessary to deliver the services define in the fixed price portion of this TO.	

**2.6.5 TIME AND MATERIALS OPTION**

All work associated with this portion of the project will be issued through the Work Order Process. Work orders may be optionally issued, in association with the Phase I Implementation

**2.6.6 SERVICE LEVEL AGREEMENT (SLA)**

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

**2.6.7 BACKUP/DISASTER RECOVERY**

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

**2.6.8 REQUIREMENTS FOR HARDWARE, SOFTWARE, AND MATERIALS**

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

**2.7 PERFORMANCE AND PERSONNEL****2.7.1 WORK HOURS**

- Business Hours Support: The TO Contractor Personnel shall support core business hours (8:30 AM to 5:30 PM), Monday through Friday, except for State holidays, Service Reduction days, and Furlough days observed by DoIT. TO Contractor Personnel may also be required to provide additional services outside of core business hours.



- State-Mandated Service Reduction Days: TO Contractor Personnel shall be required to participate in State-mandated Service Reduction Days as well as State Furlough Days. In this event, the TO Contractor will be notified in writing by the TO Manager of these details.
- Minimum and Maximum Hours: Full-time TO Contractor Personnel shall work a minimum of 40 hours per week with starting and ending times as approved by the TO Manager. A flexible work schedule may be used with TO Manager approval, including time to support any efforts outside core business hours. TO Contractor Personnel may also be requested to restrict the number of hours TO Contractor Personnel can work within a given period of time that may result in less than an eight hour day or less than a 40 hour work week.
- Vacation Hours: Requests for leave shall be submitted to the TO Manager at least two weeks in advance. The TO Manager reserves the right to request a temporary replacement if leave extends longer than one consecutive week. In cases where there is insufficient coverage, a leave request may be denied.

### **2.7.2 PERFORMANCE EVALUATION**

For the T&M component of this TORFP, TO Contractor Personnel will be evaluated by the TO Manager on a monthly basis for assignments performed during that period. The TO Manager shall evaluate performance of each TO Contractor resource using the established performance evaluation form (PEF) included as Attachment 18.

### **2.7.3 PERFORMANCE ISSUE MITIGATION**

At any time during the TO period of performance, should the TO Manager deem the performance of a TO Contractor resource be unsatisfactory, DoIT will pursue the following mitigation procedures prior to requesting a replacement employee:

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

### **2.7.4 SUBSTITUTION OF PERSONNEL AFTER AWARD**

The substitution of personnel procedures is as follows:

- A) The TO Contractor may not substitute personnel without the prior approval of the TO Manager.
- B) To replace any personnel, the TO Contractor shall submit resumes of the proposed personnel specifying their intended approved labor category. Any proposed substitute personnel shall have qualifications equal to or better than those of the replaced personnel.
- C) Proposed substitute personnel shall be approved by the TO Manager. The TO Manager shall have the option to interview the proposed substitute personnel. After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the requested substitution.



## 2.8 DELIVERABLES

### 2.8.1 DELIVERABLE SUBMISSION (Fixed Price)

For every deliverable defined in the fixed price portion of this TORFP, the TO Contractor shall request that the TO Manager confirm receipt of that deliverable form (Attachment 8) with the deliverable. The TO Manager will acknowledge receipt of the deliverable via email using the provided form.

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

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

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

For any written deliverable, the TO Manager may request a draft version of the deliverable, to comply with the minimum deliverable quality criteria listed in Section 2.8.3. Drafts of each final deliverable, except status reports, are required at least two weeks in advance of when the final deliverables are due (with exception of deliverables due at the beginning of the project where this lead time is not possible, or where draft delivery date is explicitly specified). Draft versions of a deliverable shall comply with the minimum deliverable quantity criteria listed in Section 2.8.3.

### 2.8.2 DELIVERABLE ACCEPTANCE (Fixed Price)

A final deliverable shall satisfy the scope and requirements of this TORFP for that deliverable, including the quality and acceptance criteria for a final deliverable as defined in Section 2.8.4 Deliverable Descriptions/Acceptance Criteria.

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

The TO Manager will issue to the TO Contractor a notice of acceptance or rejection of the deliverable in the DPAF (Attachment 9). Following the return of the DPAF indicating "Accepted" and signed by the TO Manager, the TO Contractor shall submit a proper invoice in accordance with the procedures in Section 2.12.1. The invoice shall be accompanied by a copy of the executed DPAF or payment may be withheld.

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

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

TO Manager reserves the right to require the TO Contractor's Personnel to make corrections or changes to any deliverable with noted deficiencies, prior to continuing work on other project tasks or deliverables.

### **2.8.3 MINIMUM DELIVERABLE QUALITY**

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

Each deliverable shall meet the following minimum acceptance criteria:

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

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

### **2.8.4 DELIVERABLE DESCRIPTIONS / ACCEPTANCE CRITERIA**

The TO Contractor may suggest other subtasks, artifacts, or deliverables to improve the quality and success of the assigned tasks.

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ID#	Deliverable Description	Acceptance Criteria	Due Date/Frequency
2.8.4.1	Project Schedule	MS Project document that contains the tasks and resources for the RFP development. This includes tasks for any associated reviews, and the development of any processes and procedural documentation associated with this RFP.	Updated: Weekly
2.8.4.2	Configuration Documentation	<p>MS Word document, which shall include any necessary Excel and/or Visio documents, that contains:</p> <p>Updated any existing DoIT configuration documents with embedded comments/track changes.</p> <p>PBX configuration documents shall contain: model, Revision level, PRI trunks, Peripheral Equipment and other significant information.</p> <p>All newly identified configuration information that was previously not documented.</p>	(Notice to Proceed) NTP + 60 Calendar Days
2.8.4.3	Agency Requirements Document	<p>MS Word document, which shall include any necessary Excel documents needed to document all requirements from the agencies:</p> <p>The summarized findings of surveys previously administered by DoIT and completed by agencies, and conduct any necessary follow up interviews. The document shall be organized and sorted by importance determined by the criteria identified from Agency CIO surveys.</p>	NTP + 45 Calendar Days
2.8.4.4	Industry Trends & Standards Document	MS Word document and MS Power Point presentation that identifies and evaluates the leaders and trends in the VoIP service industry, to include citing industry sources. These results will also be presented to DoIT management	NTP + 30 Calendar Days
2.8.4.5	Critical Functions and Features Table	MS Excel document that contains table of critical functions and features. This table shall identify those requirements that will be used during the evaluation process. Each individual requirement will have with a weight assigned which identifies the relative importance of said requirement.	NTP + 60 Calendar Days

2.8.4.6	Draft RFP	The RFP shall incorporate all the appropriate information gathered in Deliverables 2.4.8.2, 2.4.8.3, 2.4.8.4 and 2.4.8.5; shall meet all State of Maryland requirements.	NTP + 90 Calendar Days
2.8.4.7	Final RFP	Incorporate all feedback and subsequent changes until the RFP has been issued.	NTP + 120 Calendar Days
2.8.4.8	Screening Criteria Table	MS Excel document that contains table on screening criteria. This table will identify the minimum requirements needed for an Offeror to be deemed acceptable for award.	NTP + 60 Calendar Days
2.8.4.9	VoIP Contract Award	Formal award documentation created after all RFP Evaluation Process activity is complete.	NTP + 180 Calendar Days
2.8.4.10	NextGen Migration Strategy	MS Word or MS Excel Document that defines the likely implementation locations and schedule. The document shall contain:	NTP + 125 Calendar Days
2.8.4.11	Migration Transition Plan	MS Word document to include team members, rolls/responsibilities and all goals associated with the VoIP Phase I implementation.	NTP + 130 Calendar Days
2.8.4.12	Migration Risk Management Plan	MS Word document that follows Maryland's SDLC standards	NTP + 135 Calendar Days
2.8.4.13	Migration Communication Plan	MS Word document containing stakeholders and all necessary information and the tools to be used to communicate the information.	NTP + 140 Calendar Days
2.8.4.14	Phase I Planning Schedule	Schedule using MS Project that provides the tasks necessary to successfully roll-out the first phase of the VoIP system.	NTP + 150 Calendar Days
2.8.4.15	Phase I Implementation Plan	MS Word document that follows Maryland's SDLC implementation plan including but not limited to the purpose, system overview and description of implementation.	NTP + 155 Calendar Days
2.8.4.16	Meeting Minutes	MS Word document that identifies and tracks issues and status of all items discussed during meetings. Issues shall use a red, yellow, green methodology of tracking progress.	1 Business Day after Meeting

2.8.4.17	Weekly Status Report	<p>MS Word document that contains weekly status reports. Weekly status reports shall be submitted to the TO Manager and shall contain, at a minimum, the following information:</p> <p>Work accomplished during the reporting period;</p> <p>Planned activities for the next reporting period; and</p> <p>Document of all completed deliverables in Section 2.8.4</p>	Weekly each Friday.
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## 2.9 MINIMUM QUALIFICATIONS

### 2.9.1 OFFEROR'S COMPANY MINIMUM QUALIFICATIONS

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

- Five (5) years successful experience in providing telecommunication staffing resources.

### 2.9.2 OFFEROR'S PERSONNEL MINIMUM QUALIFICATIONS

Only those Offerors supplying proposed personnel that fully meet all minimum qualifications criteria shall be eligible for the TORFP proposal evaluation. Master Contractors shall propose exactly one resource in response to this TORFP for a VoIP Subject Matter Expert.

Resumes shall clearly outline starting dates and ending dates for each applicable experience or skills.

The Master Contractor shall document a professional level of expertise of its proposed candidate possessing the following mandatory minimum experience.

The proposed VoIP Subject Matter Expert shall meet the minimum qualifications established in the CATS+ Master Contract for the Labor Category Subject Management Expert (Senior):

- Have five (5) years of experience documenting functional requirements for telecommunications systems.
- Have three (3) years of experience with complex telephony systems such as traditional PBX, VoIP PBX, ACD, and Voice Mail systems.

### 2.10 TO CONTRACTOR AND PERSONNEL OTHER REQUIREMENTS

The following qualifications are expected and will be evaluated as part of the technical proposal.

- Individuals performing work under the T&M option shall meet all CATS+ Master Contract labor category requirements.

## 2.11 RETAINAGE

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

## 2.12 INVOICING

### 2.12.1 FIXED PRICE INVOICING

Invoicing shall be submitted monthly. Invoicing shall reflect the completion and acceptance of the fixed price deliverables as defined in Section 2.8.4 and shall be accompanied by signed notice(s) of acceptance (DPAF) for all invoices submitted for payment. Payment of invoices will be withheld if a signed Acceptance of Deliverable Form (Attachment 9) is not submitted.

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

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

### 2.12.2 T&M INVOICING

Within three (3) business days after the 15th and last day of the month, the TO Contractor shall submit a semi-monthly timesheet for the preceding half month providing data for all resources provided under the TO.

At a minimum, each semi-monthly timesheet shall show:

- A) Title: "Time Sheet for RFP Writer for Cloud VoIP"
- B) Issuing company name, address, and telephone number
- C) For each employee /resource:
  - a) Employee / resource name
  - b) For each Period ending date, e.g., "Period Ending: mm/dd/yyyy" (Periods run 1<sup>st</sup> through 15<sup>th</sup> and 16<sup>th</sup> through last day of the month).
    - 1) Tasks completed that Period and the associated deliverable names and ID#s
    - 2) Number of hours worked each day
    - 3) Total number of hours worked that Period
    - 4) Period variance above or below 40 hours
    - 5) Annual number of hours planned under the TO
    - 6) Annual number of hours worked to date
    - 7) Balance of hours remaining
    - 8) Annual variance to date (Sum of periodic variances)
- D) Signature and date lines for the TO Manager

Time sheets shall be submitted to the TO Manager for approval by signature. TO Manager acceptance of timesheets shall acknowledge the accuracy of the time reported.

- E) For T&M Invoicing the following must also be submitted:
  - a) All time sheets approved for the month for each resource

- b) A monthly PEF for each resource

Submission of time sheets shall be to the TO Manager for approval by signature. The TO Manager Acceptance of timesheets shall acknowledge the accuracy of the time reported.

### **2.12.3 INVOICE SUBMISSION PROCEDURE FOR FIXED PRICE AND T&M**

This procedure consists of the following requirements and steps:

- A) A proper invoice shall identify “DoIT” as the recipient and contain the following information: date of invoice, TO Agreement number, deliverable description, deliverable number (e.g., “2.7.4.1.”), period of performance covered by the invoice, a total invoice amount, and a TO Contractor point of contact with telephone number, a total invoice amount. Also include for each person covered by the invoice the following, individually listed per person: name, hours worked, hourly labor rate, invoice amount.
- B) The TO Contractor shall email the original of each invoice and signed DPAF (Attachment 9), for each deliverable being invoiced to DoIT at email address: [doitfiscal.invoiceservice@maryland.gov](mailto:doitfiscal.invoiceservice@maryland.gov), with a copy to the TO Manager.
- 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.

### **2.12.4 WORK ORDER PROCESS**

- A) Additional resources will be provided via a Work Order process. A Work Order may be issued on T&M pricing. T&M Work Orders will be issued in accordance with pre-approved CATS+ Master Contract labor categories with the fully loaded rates proposed in Attachment 1.
- B) The TO Manager shall e-mail a Work Order Request (See Attachment 17) to the TO Contractor to provide resources that are within the scope of this TORFP. The Work Order Request will include:
  - 1) Technical requirements and description of the service or resources needed
  - 2) Performance objectives and/or deliverables, as applicable
  - 3) Due date and time for submitting a response to the request
  - 4) Required place(s) where work must be performed
- C) The TO Contractor shall e-mail a response to the TO Manager within the specified time and include at a minimum:
  - 1) A response that details the TO Contractor’s understanding of the work;
  - 2) A price to complete the Work Order Request using the format provided in Attachment 17.
  - 3) A description of proposed resources required to perform the requested tasks, with CATS+ labor categories listed in accordance with Attachment 1.
  - 4) An explanation of how tasks shall be completed. This description shall include proposed subcontractors and related tasks.



- 5) State-furnished information, work site, and/or access to equipment, facilities, or personnel
- 6) The proposed personnel resources, including any subcontractor personnel, to complete the task.
- D) For a T&M Work Order, the TO Manager will review the response and will confirm the proposed labor rates are consistent with this TORFP; For a fixed price Work Order, the TO Manager will review the response and will confirm the proposed prices are acceptable.
- E) The TO Manager will contact the TO Contractor to obtain additional information, clarification or revision to the Work Order, and will provide the Work Order to the TO Procurement Officer for approval. The TO Procurement Officer could issue a change order to the TORFP if appropriate.
- F) Proposed personnel on any type of Work Order shall be approved by the TO Manager. The TO Contractor shall furnish resumes of proposed personnel specifying their intended labor category from the CATS+ Master Contract labor categories proposed in the TO Proposal. The TO Manager shall have the option to interview the proposed personnel. After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the personnel.
- G) The TO Manager will issue the Notice to Proceed after the Work Order is approved and/or any interviews are completed.

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## **SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS**

### **3.1 REQUIRED RESPONSE**

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

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

### **3.2 SUBMISSION**

The TO Proposal shall be submitted via two e-mails, each not to exceed 25 MB.

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

- Subject line “CATS+ TORFP # F50B4400026 Technical” plus the Master Contractor Name
- One attachment labeled “TORFP F50B4400026 Technical - Attachments” containing all Technical Proposal Attachments (see Section 3.3 below), signed and in PDF format.
- One attachment labeled “TORFP F50B4400026 Technical – Proposal”

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

- Subject line “CATS+ TORFP # F50B4400026 Financial” plus the Master Contractor Name
- One attachment labeled “TORFP F50B4400026 Financial” containing the Financial Proposal contents, signed and in PDF format

### **3.3 SUMMARY OF ATTACHMENTS**

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

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

- Attachment 4 – Conflict of Interest Affidavit and Disclosure - Signed PDF
- Attachment 5 and Attachment 5A - Labor Classification Personnel Resume Summary (Forms LC1 and TM1) - Signed PDF
- Attachment 13 – Living Wage Affidavit of Agreement - Signed PDF
- Attachment 16 - Certification Regarding Investments in Iran - Signed PDF

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

- Attachment 1 Price Proposal – Signed PDF

### 3.4 PROPOSAL FORMAT

A TO Proposal shall contain the following sections in order:

#### 3.4.1 TO TECHNICAL PROPOSAL

##### A. Proposed Services:

- 1) Executive Summary: A one-page summary describing the Master Contractor's understanding of the TORFP scope of work (Section 2) and proposed solution. Proposed Solution: A more detailed description of the Master Contractor's understanding of the TORFP scope of work, proposed methodology and solution. The proposed solution shall be organized to exactly match the requirement outlined in the Section 2. Draft Work Breakdown Structure (WBS): A matrix or table that shows a breakdown of the tasks required to complete the requirements and deliverables in Section 2 – Scope of Work, the deliverable version will be a final version. Any subsequent version shall be approved through a formal configuration or change management process.
- 2) Draft Project or Work Schedule: A Gantt or similar chart containing tasks and estimated time frames for completing the requirements and deliverables in Section 2 – Scope of Work. The final schedule should come later as a deliverable under the TO after the TO Contractor has had an opportunity to develop realistic estimates. The Project or Work Schedule may be include tasks to be performed by the State or third parties.
- 3) Draft Risk Assessment: Identification and prioritization of risks inherent in meeting the requirements in Section 2 - Scope of Work. Includes a description of strategies to mitigate risks. If the Risk Assessment appears as a deliverable in Section 2 – Scope of Work, that version will be a final version. Any subsequent versions should be approved through a formal configuration or change management process.
- 4) Assumptions: A description of any assumption formed by the Master Contractor in developing the Technical Proposal. Master Contractors should avoid assumptions that counter or constitute exceptions to TORFP terms and conditions.
- 5) Tools the TO Contractor owns and proposes for use to meet any requirements in Section 2.

##### B. Compliance with Offeror's Company Minimum Qualifications

- Five (5) years successful experience in providing telecommunication staffing resources

##### C. Proposed Personnel and TORFP Staffing

- 1) Complete and provide Attachment 5 – Labor Classification Personnel Resume Summary for each proposed resource (forms LC1 – and TM1). The information should show: Master Contractor shall propose exactly one resource.

- a. In Form LC1 – Each proposed person’s skills and experience as they relate to the Master Contractor’s proposed solution and Section 2 – Scope of Work.
  - b. In Form TM1 – List how each proposed person’s background meetings all minimum personnel requirements listed in this TORFP and the CATS+ Master Contract for the relevant labor category.
- 2) Provide three (3) references per proposed personnel containing the information listed in the Attachment Form LC1 section A.
- 3) Provide a Staffing Management Plan that demonstrates how the Offeror will provide resources in addition to the personnel requested in this TORFP, and how the TO Contractor Personnel shall be managed. Include;
- a. Planned team composition by role (**Important! Identify specific names and provide history only for the proposed resources required for evaluation of this TORFP**).
  - b. Process and proposed lead time for locating and bringing on board resources that meets TO needs.
  - c. Supporting descriptions for all labor categories proposed in response to this TORFP
  - d. Description of approach for quickly substituting qualified personnel after start of TO
- 4) Provide the names and titles of the Master Contractor’s management staff who will supervise the TO Contractor Personnel and quality of services rendered under this TO Agreement.
- D. MBE, SBR Participation and VSBE Participation
- No MBE or SBE or VSBE forms are required for this TORFP. SBR only are allowed to apply.
- E. Subcontractors
- Identify all proposed subcontractors, including MBEs, and their roles in the performance of Section 2 – Scope of Work.
- F. Master Contractor and Subcontractor Experience and Capabilities
- 1) Provide up to three examples of engagements or contracts the Master Contractor or Subcontractor has completed that were similar to Section 2 - Scope of Work. Include contact information for each client organization complete with the following:
    - a) Name of organization.
    - b) Point of contact name, title, email and telephone number (point of contact shall be accessible and knowledgeable regarding experience)
    - c) Services provided as they relate to Section 2 - Scope of Work.
    - d) Start and end dates for each example engagement or contract.

- e) Current Master Contractor team personnel who participated on the engagement.
  - f) If the Master Contractor is no longer providing the services, explain why not.
- 2) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any entity of the State of Maryland.

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

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

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

G. State Assistance

Provide an estimate of expectation concerning participation by State personnel.

H. Confidentiality

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

### 3.4.2 TO FINANCIAL PROPOSAL

- A) A description of any assumptions on which the Master Contractor's TO Financial Proposal is based (Assumptions shall not constitute conditions, contingencies, or exceptions to the price proposal);
- B) Attachment 1A and 1B– Price Proposal, completed in .PDF format with all proposed labor categories including all rates fully loaded. Master Contractors shall list all proposed resources by approved CATS+ labor categories in the price proposal. Prices shall be valid for 120 days.

- C) To be responsive to this TORFP, the Price Proposal (Attachment 1) shall provide labor rates for all labor categories. Proposed rates are not to exceed the rates defined in the Master Contract for the Master Contract year(s) in effect at the time of the TO Proposal due date.

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## SECTION 4 - TASK ORDER AWARD PROCESS

### 4.1 OVERVIEW

The TO Contractor will be selected from among all eligible Master Contractors within the appropriate Functional Area responding to the CATS+ TORFP. In making the TO Agreement award determination, DoIT will consider all information submitted in accordance with Section 3.

### 4.2 TO PROPOSAL EVALUATION CRITERIA

The following are technical criteria for evaluating a TO Proposal in descending order of importance. Failure to meet the minimum TO Contractor and TO Contractor Personnel qualifications shall disqualify a proposal:

The following are technical criteria for evaluating a TO Proposal in descending order of importance. Failure to meet the minimum company personnel qualifications shall disqualify a proposal:

- 1) The overall experience, capability and references for the Master Contractor as described in the Master Contractor's TO Technical Proposal.
- 2) The Master Contractor's overall understanding of the TORFP Scope of Work – Section 2. Level of understanding will be determined by the quality and accuracy of the technical proposal in adherence to Section 3.4.
- 3) The capability of the proposed resources to perform the required tasks and produce the required deliverables in the TORFP Scope of Work – Section 2. Capability will be determined from each proposed individual's resume, reference checks, and oral presentation (See Section 1.5 Oral Presentations/Interviews).
- 4) The ability for the Master Contractor to meet staffing expectations relative to supplying additional personnel for this TORFP meeting qualifications in Section 2.9 and 2.10.
- 5) Demonstration of how the Master Contractor plans to staff the task order at the levels set forth in Section 2.1 and also for potential future resource requests.

### 4.3 SELECTION PROCEDURES

- A) TO Proposals will be assessed throughout the evaluation process for compliance with the minimum qualifications listed in Section 2.9 of this TORFP, and the quality of responses to Section 3.4.1 "TO Technical Proposal."
- B) In the event that there are more than ten (10) Offerors meeting minimum qualifications, the Offerors meeting minimum qualifications will be required to participate in an initial oral presentation via telephone, the format of which will be determined and conveyed to the Offerors in advance. A technical ranking will be performed, as determined by the oral presentation, evaluation of the proposed resource resumes and the initial TORFP review. The top-rated five (5) Offerors, by technical ranking will each be scheduled for an in-depth oral presentation that will include the proposed resource. Offerors not selected for in-person oral presentations will be notified by the TO Procurement Officer.

- C) Offerors complete the in-person oral presentation. The evaluation team will then perform a technical ranking for each Offeror based upon the results of the in-person oral presentation, including the individual responses of the proposed resources.
- D) For TO Proposals deemed technically qualified, the associated TO Financial Proposal will be opened. All others will be deemed not reasonably susceptible for award and will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work and their TO Financial Proposals will not be reviewed.
- E) Qualified TO Financial Proposal responses will be reviewed and ranked from lowest to highest price proposed.
- F) The most advantageous TO Proposal considering both the technical and financial submissions shall be selected for TO award. In making this selection, technical merit has greater weight.
- G) All Offerors shall receive written notice from the TO Procurement Officer identifying the awardee.

#### **4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT**

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

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**LIST OF ATTACHMENTS**

Attachment Label	Attachment Name	Applicable to this TORFP?	Submit with Proposal?*(Submit, Do Not Submit, N/A)
Attachment 1	Price Proposal	Applicable	Submit with TO Financial Proposal
Attachment 2	Minority Business Enterprise Participation (Attachments D-1 – D-7)	Not Applicable	N/A
Attachment 3	Task Order Agreement (TO Agreement)	Applicable	Do Not Submit with Proposal
Attachment 4	Conflict of Interest Affidavit and Disclosure	Applicable	Submit with TO Technical Proposal
Attachment 5	Labor Classification Personnel Resume Summary	Applicable	Submit with TO Technical Proposal
Attachment 6	Pre-Proposal Conference Directions	Applicable	Do Not Submit with Proposal
Attachment 7	Notice to Proceed (Sample)	Applicable	Do Not Submit with Proposal
Attachment 8	Agency Receipt of Deliverable Form	Applicable	Do Not Submit with Proposal
Attachment 9	Agency Acceptance of Deliverable Form (DPAF)	Applicable	Do Not Submit with Proposal
Attachment 10	Non-Disclosure Agreement (Offeror)	Not Applicable	N/A
Attachment 11	Non-Disclosure Agreement (TO Contractor)	Applicable	Do Not Submit with Proposal
Attachment 12	TO Contractor Self-Reporting Checklist	Applicable	Do Not Submit with Proposal
Attachment 13	Living Wage Affidavit of Agreement	Applicable	Submit with TO Technical Proposal
Attachment 14	Mercury Affidavit	Not Applicable	N/A
Attachment 15	Veteran Owned Small Business Enterprise Utilization Affidavit	Not Applicable	N/A
Attachment 16	Certification Regarding Investments in Iran	Applicable	Submit with TO Technical Proposal
Attachment 17	Sample Work Order	Applicable	Do Not Submit with Proposal
Attachment 18	Performance Evaluation Form	Applicable	Do Not Submit with Proposal
Attachment 19	Criminal Background Check Affidavit	Applicable	N/A

\*If not specified in submission instructions, any attachment submitted with a TO Proposal shall be in PDF format and signed



**Attachment 1A PRICE PROPOSAL**

## PRICE PROPOSAL (FIXED PRICE PORTION) FOR CATS+ TORFP # F50B4400026

Identification	Deliverable	Proposed Fixed Price
2.4.8.1	Project Schedule	
2.8.4.2	Updated Configuration Documentation	
2.8.4.3	New Configuration Documentation	
2.8.4.4	Agency Requirement Document	
2.8.4.5	Industry Trends & Standards Document	
2.8.4.6	Draft VoIP RFP	
2.8.4.7	Final VoIP RFP	
2.8.4.8	Screening Criteria Table	
2.8.4.9	Critical Functions and Features Table	
2.8.4.10	VoIP Contract Award	
2.8.4.11	NextGen Migration Strategy	
2.8.4.12	Migration Transition Plan	
2.8.4.13	Migration Risk Management Plan	
2.8.4.14	Migration Communication Plan	
2.8.4.15	Phase I Planning Schedule	
2.8.4.16	Phase I Implementation Plan	
Total Proposed Fixed Price		

Authorized Individual Name

Company Name

Title

Company Tax ID #

Signature

Date

**ATTACHMENT 1 B PRICE PROPOSAL****PRICE PROPOSAL (TIME AND MATERIALS PORTION) FOR CATS+ TORFP # F50B4400026**

The total class hours (Column B) are not to be construed as “guaranteed” hours; the total number of hours is an estimate only for purposes of price proposal evaluation. This is only for Work Order resource(s) associated with T&M optional work.

A year for this task order shall be calculated as one calendar year from NTP. **Labor Rate**

**Maximums:** The maximum labor rate that may be proposed for any CATS+ Labor Category shall not exceed the maximum for the CATS+ Master Contract year in effect on the TO Proposal due date.

Master Contractor shall be limited to supplying resources under the work order that have been listed in this table. Future additional resources must be assigned a CATS+ Labor Category but the Master Contractor is not required to specify which labor category until the time of the Work Order. Therefore, Master Contractors should include as part of future additional resources any CATS+ Labor Category that might reasonably be utilized to fulfill the scope of this TORFP not to exceed the total number of hours for all the additional resources.

	CATS+ Labor Category Proposed by Master Contractor	Hourly Labor Rate (A)	Total Class Hours (B)	Total Proposed CATS+ TORFP Price (C)
<b>Year 1</b>				
<i>Additional Potential Resources to be added through a Work Order – No additional work is guaranteed Allocate exactly 3000 hours among all the CATS+ labor categories proposed for this TO.</i>				
Insert additional CATS+ Labor Categories as desired to support this TO. Consider the size of the project, prior job titles needed for this project when determining appropriate labor categories.		\$	3000	\$
		\$		\$
<b>Evaluated Price Year 1</b>				<b>\$</b>
<b>Year 2</b>				
<i>Additional Potential Resources to be added through a Work Order – No additional work is guaranteed Allocate exactly 3000 hours among all the CATS+ labor categories proposed for this TO.</i>				
Insert additional CATS+ Labor Categories as desired to support this TO. Consider the size of the project, prior job titles needed for this project when determining appropriate labor categories.		\$	3000	\$
		\$		\$
<b>Evaluated Price Year 2</b>				<b>\$</b>
<b>Year 3</b>				

	CATS+ Labor Category Proposed by Master Contractor	Hourly Labor Rate (A)	Total Class Hours (B)	Total Proposed CATS+ TORFP Price (C)
<i>Additional Potential Resources to be added through a Work Order – No additional work is guaranteed Allocate exactly 3000 hours among all the CATS+ labor categories proposed for this TO.</i>				
Insert additional CATS+ Labor Categories as desired to support this TO. Consider the size of the project, prior job titles needed for this project when determining appropriate labor categories.		\$	3000	\$
		\$		\$
		<b>Evaluated Price Year 3</b>		
<b>Year 4</b>				
<i>Additional Potential Resources to be added through a Work Order – No additional work is guaranteed Allocate exactly 3000 hours among all the CATS+ labor categories proposed for this TO.</i>				
Insert additional CATS+ Labor Categories as desired to support this TO. Consider the size of the project, prior job titles needed for this project when determining appropriate labor categories.		\$	3000	\$
		\$		\$
		<b>Evaluated Price Year 4</b>		
<b>Year 5</b>				
<i>Additional Potential Resources to be added through a Work Order – No additional work is guaranteed Allocate exactly 3000 hours among all the CATS+ labor categories proposed for this TO.</i>				
Insert additional CATS+ Labor Categories as desired to support this TO. Consider the size of the project, prior job titles needed for this project when determining appropriate labor categories.		\$	3000	\$
		\$		\$
		<b>Evaluated Price Year 5</b>		\$
<b>Total Evaluated Price (Years 1 – 5)</b>				\$

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

**PRICE PROPOSAL SUMMARY**

<b>EVALUATION PRICE FOR FIXED PRICE (1A):</b>	<b>\$</b>
<b>EVALUATION PRICE FOR T&amp;M (1B)</b>	<b>\$</b>
<b>TOTAL EVALUATED PRICE (1A+1B):</b>	<b>\$</b>

\_\_\_\_\_  
Authorized Individual Name

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Tax ID #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Attachment 2 MINORITY BUSINESS ENTERPRISE FORMS**

ATTACHMENT NOT APPLICABLE OR REQUIRED FOR THIS TORFP.

**Attachment 3 TASK ORDER AGREEMENT**

CATS+ TORFP# F50B4400026 OF MASTER CONTRACT #060B2490023

This Task Order Agreement (“TO Agreement”) is made this day of Month, 20XX by and between \_\_\_\_\_ (TO Contractor) and the STATE OF MARYLAND, Department of Information Technology.

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 Department of Information Technology, as identified in the CATS+ TORFP # F50B4400026.
  - b) “CATS+ TORFP” means the Task Order Request for Proposals # F50B4400026 dated February 6, 2014 including any addenda.
  - c) “Master Contract” means the CATS+ Master Contract between the Maryland Department of Information Technology and TO Contractor dated April 21, 2013.
  - d) “TO Procurement Officer” means Dale Eutsler. 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 Department of Information Technology and TO Contractor.
  - f) “TO Contractor” means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is 45 Calvert Street, Annapolis, MD 21401.
  - g) “TO Manager” means TO Manager of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
  - h) “TO Technical Proposal” means the TO Contractor’s technical response to the CATS+ TORFP dated date of TO Technical Proposal.
  - i) “TO Financial Proposal” means the TO Contractor’s financial response to the CATS+ TORFP dated date of TO Financial Proposal.
  - j) “TO Proposal” collectively refers to the TO Technical Proposal and TO Financial Proposal.
2. Scope of Work
  - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supersede the Master Contract.
  - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS+ TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:

The TO Agreement,

Exhibit A – CATS+ TORFP

## Exhibit B – TO Technical Proposal

## Exhibit C – TO Financial Proposal

- 2.3 The TO Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the TO Agreement. No other order, statement or conduct of the TO Procurement Officer or any other person shall be treated as a change or entitle the TO Contractor to an equitable adjustment under this Section. Except as otherwise provided in this TO Agreement, if any change under this Section causes an increase or decrease in the TO Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the TO Agreement price shall be made and the TO Agreement modified in writing accordingly. The TO Contractor must assert in writing its right to an adjustment under this Section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the TO Contractor shall be allowed if asserted after final payment under this TO Agreement. Failure to agree to an adjustment under this Section shall be a dispute under the Disputes clause of the Master Contract. Nothing in this Section shall excuse the TO Contractor from proceeding with the TO Agreement as changed.
3. Time for Performance
- Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS+ TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of three (3) years. At the sole option of the State, this TO Agreement may be extended for two (2) additional, one (1) year periods for a total TO Agreement period ending on Month, Day, Year.
4. Consideration and Payment
- 4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS+ TORFP and shall not exceed \$\_\_\_\_\_. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.
- 4.2 Payments to the TO Contractor shall be made as outlined Section 2 of the CATS+ TORFP, but no later than thirty (30) days after the Agency's receipt of a proper invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.
- 4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is \_\_\_\_\_. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to the Agency TO Manager unless otherwise specified herein.
- 4.4 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer.

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

TO Contractor Name

\_\_\_\_\_

By: Type or Print TO Contractor POC

\_\_\_\_\_

Date

Witness: \_\_\_\_\_

STATE OF MARYLAND, Department of Information Technology

\_\_\_\_\_

By: Dale Eutsler, TO Procurement Officer

\_\_\_\_\_

Date

Witness: \_\_\_\_\_



**Attachment 4 CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE**

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

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

Date: \_\_\_\_\_ By: \_\_\_\_\_

(Authorized Representative and Affiant)

## Attachment 5 LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY (INSTRUCTIONS)

- 1) For this solicitation,
  - a) Master Contractors shall propose a specific resource to fill every job title listed below. If allowed by the solicitation, one resource may be proposed to fill more than one job title. Failure to propose a resource for each job title identified as part of the TO Proposal will result in the TO Technical Proposal being deemed not susceptible for award.
  - b) Master Contractors shall propose the CATS+ Labor Category that best fits each proposed resource. Master Contractors shall comply with all personnel requirements under the Master Contract RFP 060B2490023.
  - c) Master Contractors shall propose a maximum of 1 resource per job title listed below.
  - d) Failure of any proposed resource to meet minimum requirements as listed in this TORFP and in the CATS+ Master Contract will result in the entire TO Technical Proposal being deemed not susceptible for award.
- 2) For each job title above, the Master Contractor shall complete one Attachment 5 form and one Attachment 5A form using the templates provided. Alternate worksheets are not allowed. The Attachment 5A – Form TM1- is a separate form labeled *Attachment 5A Form TM1 - Requirements Qualification Traceability Matrix.xls*.
- 3) Form Completion
  - a) Complete one Personnel Resume Summary (Attachment 5 Form LC1) per proposed person to present each proposed person's resume in a standard format.
  - b) Additional information may be attached to each Personnel Resume Summary that may assist a full and complete understanding of the individual being proposed.
  - c) Instructions for Attachment 5A – Form TM1 - Requirements Qualification Traceability Matrix. Complete the following parts:

**Part A) CATS+ Minimum Qualifications:** For each job title above, the Master Contractor shall insert each specific minimum qualification requirement from the CATS+ Master Contract for the proposed labor category. Each minimum requirement shall be followed by one or more examples that demonstrate how the proposed resource meets the minimum requirement. Account for all minimum qualifications, including any experience, education, or professional certifications.

    - (1) Where there is a time requirement such as three months' experience, *you shall provide the dates from and to showing an amount of time that equals or exceeds the mandatory time requirement*. Enter multiple examples if necessary to show the required time is met using multiple experiences.
    - (2) Include the data to support the example within the table. Cross-referencing other cells within the matrix or other portions of the TO Technical Proposal shall only be allowed when referencing proof of certification provided elsewhere in the TO Technical Proposal. *For example, proof of current Oracle Certified Professional*

*status may be cross referenced from the matrix if a copy of the certification is submitted as part of the TO Technical Proposal.*

Part B) Other TORFP Minimum Qualifications: For each job title above, the Master Contractor shall insert each specific minimum qualification requirement listed in the solicitation. Each minimum requirement shall be followed by one or more examples that demonstrate how the proposed resource meets the minimum requirement. Account for all minimum qualifications, including any experience, education, or professional certifications.

Part C) Other Personnel Requirements: After all minimum qualification requirements, the Master Contractor shall insert any other personnel requirements listed within this TORFP and describe how the proposed resource meets those requirements.

**FORM LC1 - LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY**

CATS+ TORFP # F50B4400026 PO

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

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

**Education / Training (start with latest degree / certificate)**

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

**Relevant Work Experience\***

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

[Organization]	Description of Work...
[Title / Role]	
[Period of Employment / Work (MM/YY – MM/YY)]	
[Location]	
[Contact Person (Optional if current employer)]	
[Organization]	Description of Work...
[Title / Role]	
[Period of Employment / Work]	
[Location]	
[Contact Person]	

**Employment History\***

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

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

**FORM LC1 - LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY  
(CONTINUED)**

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

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

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

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

**B) Requirements Qualification Traceability Matrix**

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

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

**Master Contractor Representative:**

\_\_\_\_\_

Print Name	Signature	Date
------------	-----------	------

**Proposed Individual:**

\_\_\_\_\_

Signature	Date
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## **Attachment 6 PRE-PROPOSAL CONFERENCE DIRECTIONS**

### **From Baltimore Area:**

- Take I-97 off the Baltimore Beltway heading south to Annapolis.
- I-97 will end and turn into Route 50 East.
- Take Rowe Blvd. exit toward downtown Annapolis.

### **From the Eastern Shore or Route 2:**

- Cross the Severn River Bridge and exit on Rowe Blvd.

### **From Either Direction:**

- Follow Rowe Blvd. to the third traffic light.
- Stay to the right when the road splits before the Treasury Building.
- Turn right onto Calvert St.
- 45 Calvert Street is the first building immediately on the right.
- Room 164 is on the first floor.
- Stop and register with the Security Guard; you will be directed to Room 164.

### **Parking:**

- The closest garage is next to 45 Calvert St. but shall be entered from Clay St. This is the second right turn after turning onto Calvert St. Turn right onto Clay St. immediately after passing 45 Calvert St.
- Another garage is available about a half of a block down from 45 Calvert St. on the left, called Gotts' Garage.
- There is also limited metered parking available on Calvert and surrounding streets.

**Attachment 7 NOTICE TO PROCEED (SAMPLE)**

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS+ TO Project Number (TORFP #): F50B4400026

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. Alan Sabol of the Department of Information Technology will serve as the TO Manager and your contact person on this Task Order. He can be reached at telephone 410-260-7970.

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 Oversight Office, Department of Information Technology

**Attachment 8 AGENCY RECEIPT OF DELIVERABLE FORM**

I acknowledge receipt of the following:

TORFP Title: RFP Writer for Cloud Voice over Internet Protocol

TO Project Number (TORFP #): F50B4400026

Title of Deliverable: \_\_\_\_\_

TORFP Reference Section # \_\_\_\_\_

Deliverable Reference ID # \_\_\_\_\_

Name of TO Manager: Alan Sabol

TO Manager Signature	Date Signed
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Name of TO Contractor's Project Manager: \_\_\_\_\_

TO Contractor's Project Manager Signature	Date Signed
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**Attachment 9 AGENCY DELIVERABLE PRODUCT ACCEPTANCE FORM**

Agency Name: Department of Information Technology (DoIT)

TORFP Title: RFP Writer for Cloud Voice over Internet Protocol Services

TO Manager: Alan Sabol, 410-260-7970

To: **TO Contractor Name**

The following deliverable, as required by TO Project Number (TORFP #): F50B4400026 has been received and reviewed in accordance with the TORFP.

Title of deliverable: \_\_\_\_\_

TORFP Contract Reference Number: Section # \_\_\_\_\_

Deliverable Reference ID # \_\_\_\_\_

This deliverable:

Is accepted as delivered.

Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

\_\_\_\_\_  
TO Manager Signature

\_\_\_\_\_  
Date Signed

**Attachment 10 NON-DISCLOSURE AGREEMENT (OFFEROR)**

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

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS+ TORFP # F50B4400026 for RFP Writer for Cloud Voice over Internet Protocol Services. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to \_\_\_\_\_. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described above, the OFFEROR agrees as follows:

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

OFFEROR: \_\_\_\_\_ BY: \_\_\_\_\_  
 NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_

## Attachment 11 NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

**THIS NON-DISCLOSURE AGREEMENT** (“Agreement”) is made as of this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the State of Maryland ("the State"), acting by and through its Department of Information Technology (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 RFP Writer for Cloud Voice over Internet Protocol Services TORFP No. F50B4400026 dated \_\_\_\_\_, (the “TORFP”) issued under the Consulting and Technical Services procurement issued by the Department, Project Number 060B2490023; and

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

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

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

Personnel. TO Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).

- 6. TO Contractor shall, at its own expense, return to the Department, all copies of the Confidential Information in its care, custody, control or possession upon request of the Department or on termination of the TO Agreement.
- 7. A breach of this Agreement by the TO Contractor or by the TO Contractor’s Personnel shall constitute a breach of the Master Contract Agreement between the TO Contractor and the State.
- 8. TO Contractor acknowledges that any failure by the TO Contractor or the TO Contractor’s Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the TO Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The TO Contractor consents to personal jurisdiction in the Maryland State Courts. The State’s rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages from the TO Contractor and the TO Contractor’s Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys’ fees and disbursements) that are attributable, in whole or in part to any failure by the TO Contractor or any of the TO Contractor’s Personnel to comply with the requirements of this Agreement, the TO Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
- 9. TO Contractor and each of the TO Contractor’s Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement and the TO Contractor shall provide originals of such executed Agreements to the State.
- 10. The parties further agree that:

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

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

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

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

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

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

**TO Contractor/TO Contractor’s Personnel: Department of Information Technology:**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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

TO CONTRACTOR’S EMPLOYEES AND AGENTS WHO WILL BE GIVEN ACCESS TO THE  
CONFIDENTIAL INFORMATION

Printed Name and Address  
of Employee or Agent

Signature

Date

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

## Attachment 12 TO CONTRACTOR SELF-REPORTING CHECKLIST

The purpose of this checklist is for CATS+ Master Contractors to self-report on adherence to procedures for task orders (TO) awarded under the CATS+ Master Contract. Requirements for TO management can be found in the CATS+ Master Contract RFP and at the TORFP level. The Master Contractor is requested to complete and return this form by the Checklist Due Date below. Master Contractors may attach supporting documentation as needed. Please send the completed checklist and direct any related questions to [contractoversight.doit@maryland.gov](mailto:contractoversight.doit@maryland.gov) with the TO number in the subject line.

Master Contractor:	
Master Contractor Contact / Phone:	
Procuring State Agency Name:	
TO Title:	
TO Number:	
TO Type (Fixed Price, T&M, or Both):	
Checklist Issue Date:	
Checklist Due Date:	
<b>Section 1 – Task Orders with Invoices Linked to Deliverables</b>	
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)	
<b>Section 2 – Task Orders with Invoices Linked to Time, Labor Rates and Materials</b>	
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)	
<b>Section 3 – Substitution of Personnel</b>	
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)
Was the substitute approved by the agency in writing? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)
<b>Section 4 – MBE Participation</b>
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 Subcontractor; \$10,000 was paid to date on the TO; the MBE percentage is 30% ( $3,000 \div 10,000 = 0.30$ ))
Is this consistent with the planned MBE percentage at this stage of the project? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)
Has the Master Contractor expressed difficulty with meeting the MBE goal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If yes, explain the circumstances and any planned corrective actions)
<b>Section 5 – TO Change Management</b>
A) Is there a written change management procedure applicable to this TO? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)
B) Does the change management procedure include the following?  Yes <input type="checkbox"/> No <input type="checkbox"/> Sections for change description, justification, and sign-off Yes <input type="checkbox"/> No <input type="checkbox"/> Sections for impact on cost, scope, schedule, risk and quality (i.e., the impact of change on satisfying TO requirements) Yes <input type="checkbox"/> No <input type="checkbox"/> A formal group charged with reviewing / approving / declining changes (e.g., change control board, steering committee, or management team)
C) Have any change orders been executed? Yes <input type="checkbox"/> No <input type="checkbox"/> (If yes, explain expected or actual impact on TO cost, scope, schedule, risk and quality)
D) Is the change management procedure being followed? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)

SUBMIT AS INSTRUCTED IN TORFP.

**Attachment 13 LIVING WAGE AFFIDAVIT OF AGREEMENT**

Contract No. \_\_\_\_\_

Name of Contractor \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

**If the Contract is Exempt from the Living Wage Law**

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

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

**If the Contract is a Living Wage Contract**

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

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

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

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

Name of Authorized Representative: \_\_\_\_\_

Signature of Authorized Representative \_\_\_\_\_



Date: \_\_\_\_\_ Title: \_\_\_\_\_

Witness Name (Typed or Printed): \_\_\_\_\_

Witness Signature and Date: \_\_\_\_\_

**Attachment 14 MERCURY AFFIDAVIT**

ATTACHMENT NOT APPLICABLE OR REQUIRED FOR THIS TORFP.

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

THIS ATTACHMENT IS NOT APPLICABLE OR REQUIRED WITH THIS TORFP.

**Attachment 16 CERTIFICATION REGARDING INVESTMENTS IN IRAN**

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

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

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

*The Investment Activities in Iran list is located at: [www.bpw.state.md.us](http://www.bpw.state.md.us)*

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

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

**CERTIFICATION REGARDING INVESTMENTS IN IRAN**

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

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

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

Name of Authorized Representative: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Date: \_\_\_\_\_ Title: \_\_\_\_\_

Witness Name (Typed or Printed): \_\_\_\_\_

Witness Signature and Date: \_\_\_\_\_

**Attachment 17 SAMPLE WORK ORDER**

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

**Attachment 18 PERFORMANCE EVALUATION FORM**

TORFP Title: RFP Writer for Cloud Voice over Internet Protocol System TORFP # F50B4400026

Name of Contractor being evaluated: <insert name>

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

Evaluation Month & Year:

Role (TORFP Section 2.0):

Labor Category:

TO Contractor Name:

TO Contractor Contact:

MSDE TO Manager:

TO Requesting Agency: Department of Information Technology (DoIT)

**PROJECT PERSONNEL PERFORMANCE RATING\***

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

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

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

Employee performance overall is  Employee performance overall is rejected (for

accepted.

reasons indicated below).

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

OTHER COMMENTS:

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Signature of Evaluator

Date

---

Signature of TO Contractor

Date

**Attachment 19 CRIMINAL BACKGROUND CHECK AFFIDAVIT**

ATTACHMENT NOT APPLICABLE OR REQUIRED FOR THIS TORFP.