

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

**Google Apps for Government
Technical Assistance for End Users
& Service Desk Assistance**

CATS+ TORFP # F50B4400069



DEPARTMENT OF INFORMATION TECHNOLOGY (DOIT)

Issue Date: March 13, 2014

Small Business Reserve

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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:	Google Apps for Government Technical Assistance for End Users & Service Desk Assistance
TO Project Number (TORFP #):	F50B4400069
Functional Area:	FA6 – Systems/Facilities Management and Maintenance
TORFP Issue Date:	03/13/2014
Questions Due Date and Time:	03/26/2014 at 2:00 PM Local Time
Closing Date and Time:	04/02/2014 at 2:00 PM Local Time
TORFP Requesting Agency:	Department of Information Technology (DoIT)
Send Questions and Proposals to:	Email Address: TORFP.GoogleApps@maryland.gov
TO Procurement Officer:	Terraceta Tubaya Office Phone Number: (410) 260-7193 Email Address: TORFP.GoogleApps@maryland.gov
TO Manager:	Susan Lyon Office Phone Number: (410) 260-7559
TO Type:	Time and Materials
Period of Performance:	Two (2) years plus three (3) one (1)-year option years
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:	DoIT State of Maryland 45 Calvert Street , Room 164 Annapolis, MD 21401 03/21/2014 at 9:00 AM Local Time See Attachment 6 for directions.

SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 TORFP SUBJECT TO CATS+ MASTER CONTRACT

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

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

1.2 ROLES AND RESPONSIBILITIES

Personnel roles and responsibilities under the TO:

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

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

- **TO Contractor** – The CATS+ Master Contractor awarded the TO 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 the primary point of contact with the TO Manager to regularly discuss progress of tasks, upcoming tasking, historical performance, and resolve any issues that may arise pertaining to the TO Support Personnel. The TO Contractor Manager will serve as liaison between the TO Manager and senior TO Contractor management.
- **TO Support 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 shall start as of TO Agreement issuance unless specified otherwise.

1.3 TO AGREEMENT

Based upon an evaluation of TO Proposal responses, a Master Contractor proposing to this TORFP (Offeror) 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 (TO Contractor), which will bind the selected Master 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 inbox.

1.5 ORAL PRESENTATIONS/INTERVIEWS

Offerors and proposed personnel will be required to make an oral presentation to State representatives in the form of interviews of the proposed personnel in accordance with the process set forth in Section 4.3 of this RFP. Significant representations made by an Offeror during the oral presentation shall be submitted in writing. All such representations will become part of the Offeror's TO Proposal and are binding, if the TO Agreement is awarded to the Offeror. The TO Procurement Officer will notify Offerors of the time and place of interviews.

Interviews, which are a type of oral presentation, will be in person for all Offerors meeting minimum qualifications. All candidates shall be interviewed in substantially the same manner.

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](#) above. Attendance at the pre-proposal conference is not mandatory, but all Master Contractors are encouraged to attend in order to facilitate better preparation of their proposals.

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

The pre-proposal conference will be summarized in writing. As promptly as is feasible subsequent to the pre-proposal conference, the attendance record and pre-proposal 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 an Offeror's TO Proposal under COMAR 21.06.02.03B.

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

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

1.9 LIMITATION OF LIABILITY

The TO Contractor's liability is limited in accordance with Section 2.7 of the CATS+ Master Contract. TO Contractor's liability for this TORFP is limited to the total TO Agreement amount.

1.10 CHANGE ORDERS

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

1.11 TRAVEL REIMBURSEMENT

Expenses for travel performed in completing tasks for this TORFP shall be reimbursed in accordance with the CATS+ Master Contract.

1.12 MINORITY BUSINESS ENTERPRISE (MBE)

This sub-section is not applicable to this TORFP.

1.13 VETERAN OWNED SMALL BUSINESS ENTERPRISE (VSBE)

This sub-section is not applicable to this TORFP.

1.14 NON-DISCLOSURE AGREEMENT

1.14.1 NON-DISCLOSURE AGREEMENT (OFFEROR)

Certain system documentation may be available for potential Offerors to review at a reading room at Department of Information Technology, 45 Calvert Street, Annapolis, MD 21401. 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 system documentation may be required by the TO Contractor awarded the TO Agreement in order to fulfill the requirements of the TO Agreement. The TO Contractor, employees and agents who review such documents will be required to sign a Non-Disclosure Agreement (TO Contractor) in the form of Attachment 11.

1.15 LIVING WAGE

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

1.16 IRANIAN NON-INVESTMENT

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

1.17 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

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

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

1.18 MERCURY AND PRODUCTS THAT CONTAIN MERCURY

This sub-section is not applicable to this TORFP.

1.19 PURCHASING AND RECYCLING ELECTRONIC PRODUCTS

This sub-section is not applicable to this TORFP.

SECTION 2 - SCOPE OF WORK

2.1 PURPOSE

DoIT is issuing this CATS+ TORFP in order to obtain at least one (1) computer technical support position that will be a member of DoIT's Google Implementation Team and Technical Service Desk. DoIT may issue additional work orders as needed to a maximum of two (2) positions. Responses to this TORFP shall contain exactly **one (1) named resource** for a technical support expert, with a Staffing Plan that describes how any additional team members will be supplied as needed to meet the requirements of the TO.

The State is migrating to Google Apps for Government for all State employees and the Google Implementation Team supports Google 'pre' and 'post' migration activities. The team also assists State end users with various Google related services and information technology (IT) issues. Service tickets inquiring about Google services and IT issues can be made via phone, fax, email, or occasionally in person.

This project is intended to procure the services of a technical support resource to provide expert Google assistance to end users by troubleshooting and resolving Google related issues. This includes common Google questions related to advanced Google features such as Google Sites, Google Docs, Google Forms, Google Presentations, Google Analytics, Mobile assistance and Active Directory (AD). The resource must provide technical support to identify and locate records pertaining to Public Information Act (PIA) and eDiscovery requests using Google Vault. Additionally, the resource must be proficient with Forefront Identity Management (FIM), Cloud Migrator and Google Apps Migration for Microsoft Outlook (GAMMO) and Mbox. The TO Support Personnel may be required to host and support webinars and Google Hangouts.

2.2 REQUESTING AGENCY BACKGROUND

DoIT supports Maryland's Executive Branch agencies through its leadership as a principal procurement unit and in establishing the State's strategic direction for IT and telecommunications. This task is accomplished by establishing a long range target for technology architecture, encouraging cross agency collaboration, and advocating best practices for operations and project management. Because of DoIT's unique position, the agency is able to identify and promulgate opportunities for State agencies to become more efficient, reduce costs, maximize the State's investment in IT and telecommunication assets, and better serve the citizens of Maryland.

In addition to its Statewide role, DoIT has the responsibility for IT and telecommunication services and support for the Department of Budget and Management, the Executive Office of the Governor (EOG), and for DoIT itself. This includes: infrastructure development, acquisition and maintenance; application development and maintenance; issue resolution through a central Service Desk; and user level systems training in support of the user community.

2.3 PROJECT BACKGROUND / EXISTING SYSTEM DESCRIPTION

In 2011, the State selected Google Apps for Government as its cloud messaging and collaboration services tool. DoIT has assumed the responsibility of assisting agencies in their migration efforts to Google Apps for Government. The statewide objective of this implementation is to:

- Standardize common operations;
- Eliminate duplicative systems to achieve economies of scale;
- Consolidate IT resources; and
- Improve the ability of State agencies to exchange and share information across disparate systems.

To date, approximately 14,000 State email accounts have successfully migrated to Google Apps for Government. Further, DoIT has an established Service Desk that provides solutions to IT issues in order to provide end user satisfaction.

2.4 PROFESSIONAL DEVELOPMENT

The TO Contractor shall ensure continuing education opportunities for TO Support Personnel. Further, any IT services personnel obtained under this TORFP shall maintain any required professional certifications for the duration of the resulting TO.

Actual course costs, travel, and related expenses are the responsibility of the TO Contractor. Eligible continuing education shall be associated with technologies currently used or anticipated for use by DoIT in the near future.

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 foregoing may include, but are not limited to, the following policies, guidelines and methodologies which can be found at the DoIT site

(<http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx>):

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

2.6 REQUIREMENTS

2.6.1 TO SUPPORT PERSONNEL DUTIES AND RESPONSIBILITIES

The TO Support Personnel shall provide expert Google end-user assistance, establish new Google accounts, send relevant Google correspondence to agencies, document (or enhance existing documentation for) specific Google processes and procedures, and assist with various Google rollout activities. In addition, other Service Desk functions include monitoring requests received through the IT Service Desk and responding with an accurate

and effective solution. Specific duties and responsibilities include but are not limited to the following:

ID #	Personnel Duties & Responsibilities
2.6.1.1	The TO Contractor shall be responsible for providing, on a continual basis for all assigned tasks, the personnel required in this TORFP within the timeframe required as specified by the TO Manager.
2.6.1.2	At a minimum, TO Support Personnel under this TORFP shall perform the following: <ul style="list-style-type: none"> • Assist State agencies with Google ‘pre’ and ‘post’ migration activities; • Provide end user assistance to both common Google end-user issues and advanced Google features such as Google Sites, Google Docs, Google Forms, Google Presentations, and Google Analytics; • Provide support on Google Vault and Active Directory (AD); • Provide technical support to identify and locate records pertaining to Public Information Act (PIA) and eDiscovery requests using Google Vault; • Provide mobile device support (phone activation, device management, etc.); • Create and maintain Google Sites; • Provide general Service Desk support by monitoring and effectively responding to end-user requests received through the IT help desk; • Manage data using Google Apps Vault; • Reset passwords; • Utilize and maintain the help desk tracking software – Remedy; • Document internal procedures; • Assist with onboarding of new users; • Create user accounts and managing access control based on company policies; • Create Google Apps reports; • Train users (classroom and web-based) ; • Analyze and identify trends in issue reporting and devising preventative solutions; • Identify processes/procedures for potential improvement; and • Develop new and improved processes and procedures.
2.6.1.3	TO Support Personnel shall be available for occasional travel to various agency locations throughout the State as needed.

2.6.2 SERVICE LEVEL AGREEMENT (SLA)

TO Support Personnel shall be subject to the help desk standards as managed by DoIT.

2.6.3 BACKUP / DISASTER RECOVERY

This sub-section is not applicable to this TORFP.

2.6.4 REQUIREMENTS FOR HARDWARE, SOFTWARE, AND MATERIALS

This sub-section is not applicable to this TORFP.

2.7 PERFORMANCE AND PERSONNEL

2.7.1 WORK HOURS

- Business Hours Support: The TO Support Personnel shall support core business hours (8:30 AM to 5:00 PM with a 30 minute lunch break), Monday through Friday except for State holidays, Service Reduction days, and Furlough days observed by DoIT.
- Non-Business Hours Support: TO Support Personnel may be required to provide support outside of core business hours, including evenings, overnight and weekends, to respond to IT Security emergency situations, system repair and/or restoration efforts and to perform system upgrades. Additional weekly hours in excess of 40 hours must be approved in writing and in advance by the TO Manager. Hours performing system upgrades would be billed on actual time worked at the hourly rates proposed.
- State-Mandated Service Reduction Days: TO Support Personnel shall be required to participate in the State-mandated Service Reduction Days as well as State Furlough Days. In this event, the TO Contractor will be notified in writing by the TO Manager of these details.
- Minimum and Maximum Hours: Full-time TO Support 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 Support Personnel may also be requested to restrict the number of hours they 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

TO Support 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 TO Support Personnel 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 any TO Support Personnel to be unsatisfactory, DoIT will pursue the following mitigation procedures prior to requesting a replacement:

- A) The TO Manager shall document performance issues and give written notice to the TO Contractor Manager, 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 and 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) The TO Manager shall have the option to interview the proposed substitute personnel and shall notify the TO Contractor of acceptance or denial of the proposed substitution.

2.7.5 PREMISES AND OPERATIONAL SECURITY

- A) TO Contractor employees and subcontractors may be subject to random security checks during entry and exit of State secured areas. The State reserves the right to require TO Contractor employees and subcontractors to be accompanied while on secured premises.
- B) TO Contractor employees shall, while on State premises, display their State issued identification cards without exception.
- C) TO Contractor shall require its employees to follow the State of Maryland and DoIT IT Security Policy and Standards throughout the term of the TO Agreement.
- D) The State reserves the right to request that the TO Contractor submit proof of employment authorization of non-United States citizens, prior to commencement of work under the TO Agreement.
- E) TO Contractor shall remove any employee from working on the TO Agreement where the State of Maryland provides evidence to the TO Contractor that said employee has not adhered to the security requirements specified herein.
- F) The cost of complying with all security requirements specified herein are the sole responsibilities and obligations of the TO Contractor and its subcontractors and no such costs shall be passed through to or reimbursed by the State or any of its agencies or units.

2.8 DELIVERABLES

2.8.1 DELIVERABLE SUBMISSION

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

2.8.2 DELIVERABLE ACCEPTANCE

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.

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) Satisfy the acceptance criteria applicable to that deliverable, including any State policies, functional or non-functional requirements, or industry standards.
- G) Contain 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.

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
2.8.4.1	<p>Bi-Weekly Status Report:</p> <p>At the conclusion of every two-week period, the TO Contractor shall be responsible for compiling and submitting to the TO Manager a status report that includes:</p> <ul style="list-style-type: none"> • Hours worked (start and end times for each day and bi-weekly total); (this is in addition to the timesheet requirements, Section 2.12.1) • Brief description of assigned work efforts and status (completed, in progress, on-hold); • Issues identified (if any) that impact TO Contractor’s ability to complete tasks. 	Timely receipt of accurate bi-weekly status Report	Bi-weekly

2.9 MINIMUM QUALIFICATIONS

2.9.1 OFFEROR’S PERSONNEL MINIMUM QUALIFICATIONS

Only those Offerors whose Proposed Personnel fully meet all minimum qualification criteria shall be eligible for TORFP proposal evaluation. Offerors shall propose exactly one (1) person for this TORFP.

The Proposed Personnel shall meet all minimum qualifications for the labor category proposed, as identified in the CATS+ Master Contract Section 2.10.

Additionally, the Proposed Personnel must satisfy the following minimum qualifications:

- Minimum of five (5) years of experience working in business IT environments with emphasis on providing IT support to end users.
- Minimum of eighteen (18) months supporting Google Apps for Government.
- Minimum of one (1) year experience developing Google Sites, Google Forms, and Google Presentations.
- Minimum of three (3) months’ support of Google Vault.
- Minimum of two (2) years’ experience supporting MS Office products.
- Minimum of one (1) year experience developing documentation of IT processes and procedures.
- Experience supporting mobile devices.

- Experience with Active Directory (AD), Forefront Identity Manager (FIM), Postini, Google Apps Directory Sync (GADS) Google Apps Migration for Microsoft Outlook (GAMMO), Mbox and CloudMigrator.

Resumes shall clearly outline starting dates and ending dates for each applicable experience or skill (MM/YY format).

2.10 TO CONTRACTOR AND PERSONNEL OTHER REQUIREMENTS

The following qualifications are expected and will be evaluated as part of the Technical Proposal:

- TO Support Personnel shall meet all CATS+ Master Contract labor category requirements for the labor categories proposed in response to this TORFP.

2.11 RETAINAGE

This sub-section is not applicable to this TORFP.

2.12 INVOICING AND TIME SHEET SUBMISSION

Invoices shall be submitted monthly by the 15th business day of each month for all work completed in the previous month. All invoices shall reflect costs for hours worked during the month and shall be accompanied by a signed PEF (Attachment 18). Payment of invoices will be withheld if a signed PEF is not submitted.

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

- “DoIT” identified as the recipient;
- Date of invoice;
- TO Agreement number;
- Deliverable description;
- Deliverable number (e.g., “2.8.4.1.”);
- Period of performance covered by the invoice, a total invoice amount, and a TO Contractor point of contact with telephone number; and
- For each person covered by the invoice the following, individually listed per person: name, hours worked, hourly labor rate, invoice amount.

2.12.1 TIME SHEET SUBMISSION AND ACCEPTANCE

Within three 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: “Google Apps for Government Technical Assistance”

- B) Issuing company name, address, and telephone number
- C) For each employee /resource:
 - 1) Employee / resource name
 - 2) For each week ending date, e.g., “Week Ending: mm/dd/yyyy” (weeks run Sunday through Saturday)
 - a) Tasks completed that week and the associated deliverable names and ID#s
 - b) Number of hours worked each day
 - c) Total number of hours worked that week
 - d) Weekly variance above or below 40 hours
 - e) Annual number of hours planned under the TO
 - f) Annual number of hours worked to date
 - g) Balance of hours remaining
 - h) Annual variance to date (Sum of weekly variances)
- D) Signature and date lines for the TO Manager

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

2.12.2 INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

- A) The TO Contractor shall email the original of each invoice and signed PEF (Attachment 18), for each person covered by the invoice to:

doitfiscal.invoiceservice@maryland.gov

with a copy to the TO Manager.

- B) 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.

2.12.3 WORK ORDER PROCESS

- A) Additional services will be provided via a Work Order process. A Work Order may be issued for either fixed price or time and materials (T&M) pricing. T&M Work Orders will be issued in accordance with pre-approved Labor Categories with the fully loaded rates proposed in Attachment 1.
- B) The TO Manager shall e-mail a Work Order Request (See Attachment 17) to the TO Contractor to provide services or resources that are within the scope of this TORFP. The Work Order Request will include:
 - 1) Technical requirements and description of the service or resources needed

- 2) Performance objectives and/or deliverables, as applicable
 - 3) Due date and time for submitting a response to the request
 - 4) Required place(s) where work must be performed
- C) The TO Contractor shall e-mail a response to the TO Manager within the specified time and include at a minimum:
- 1) A response that details the TO Contractor's understanding of the work;
 - 2) A price to complete the Work Order Request using the format provided in Attachment 17.
 - 3) A description of proposed resources required to perform the requested tasks, with CATS+ labor categories listed in accordance with Attachment 1.
 - 4) An explanation of how tasks shall be completed. This description shall include proposed subcontractors and related tasks.
 - 5) State-furnished information, work site, and/or access to equipment, facilities, or personnel
 - 6) The proposed personnel resources, including any subcontractor personnel, to complete the task.
- D) For a T&M Work Order, the TO Manager will review the response and will confirm the proposed labor rates are consistent with this TORFP; for a fixed price Work Order, the TO Manager will review the response and will confirm the proposed prices are acceptable.
- E) The TO Manager will contact the TO Contractor to obtain additional information, clarification or revision to the Work Order, and will provide the Work Order to the TO Procurement Officer for approval. The TO Procurement Officer may issue a change order to the TORFP if appropriate.
- F) Proposed personnel on any type of Work Order shall be approved by the TO Manager. The TO Contractor shall furnish resumes of proposed personnel specifying their intended labor category from the CATS+ Labor Categories proposed in the TO Proposal. The TO Manager shall have the option to interview the proposed personnel and shall notify the TO Contractor of acceptance or denial of the personnel.
- G) The TO Contractor shall not render any services under a Work Order until the TO Manager issues a Notice to Proceed (NTP) .

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 TO 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 consists of a technical proposal and a financial proposal and shall be submitted via two e-mails, each not to exceed 20 MB, as follows:

1. The TO Technical Proposal shall be contained in one email, with two attachments. This email shall include:
 - Subject line “CATS+ TORFP # F50B4400069 Technical” plus the Master Contractor Name
 - One attachment labeled “TORFP F50B4400069 Technical - Attachments” containing all Technical Proposal Attachments (see Section 3.3 below), signed and in PDF format.
 - One attachment labeled “TORFP F50B4400069 Technical – Proposal” in Microsoft Word format (2007 or later).
2. The TO Financial Proposal shall be contained in one email, with one attachment. This email shall include:
 - Subject line “CATS+ TORFP # F50B4400069 Financial” plus the Master Contractor Name
 - One attachment labeled “TORFP F50B4400069 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 Offeror's understanding of the TORFP scope of work (Section 2) and proposed solution.
- 2) Tools the Offeror owns and proposes for use to meet any requirements in Section 2.

B) Proposed Personnel and TORFP Staffing

Offerors shall propose exactly one (1) individual in response to this TORFP.

- 1) Complete and provide Attachment 5 – Labor Classification Personnel Resume Summary for the Proposed Personnel (forms LC1 and TM1). The information should show:
 - a) In Form LC1 - The Proposed Personnel's skills and experience as they relate to the Offeror's proposed solution and Section 2 – Scope of Work.
 - b) In Form TM1 – List how the Proposed Personnel's background meets 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 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 Support Personnel shall be managed. Include:
 - a) Planned team composition by role (**Important! Identify specific names and provide history only for the resource required for evaluation of this TORFP**);
 - b) Process and proposed lead time for locating and bringing on board resources that meet TO needs;
 - c) Supporting descriptions for all labor categories proposed in response to this TORFP; and
 - d) Description of approach for quickly substituting qualified personnel after start of TO.
- 4) Provide the names and titles of the Offeror's management staff who will supervise the TO Support Personnel and quality of services rendered under the TO Agreement.

C) The Master Contractor shall be a Small Business Enterprise (SBE) certified entity.

D) Subcontractors

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

E) Overall Offeror team organizational chart

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

F) Offeror and Subcontractor Experience and Capabilities

1) Provide up to three examples of engagements or contracts the Offeror or Subcontractor, if applicable, has completed that were similar to Section 2 - Scope of Work. Include contact information for each client organization complete with the following:

- a) Name of organization;
- b) Point of contact name, title, email and telephone number (point of contact shall be accessible and knowledgeable regarding experience);
- c) Services provided as they relate to Section 2 - Scope of Work;
- d) Start and end dates for each example engagement or contract;
- e) Current Master Contractor team personnel who participated on the engagement; and
- f) If the Master Contractor is no longer providing the services, explain why not;

G) 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; and
- g) Indicate if any renewal options were not exercised.

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

H) State Assistance

Provide an estimate of expectation concerning participation by State personnel.

I) Confidentiality

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

3.4.2 TO FINANCIAL PROPOSAL

- A) A description of any assumptions on which the Offeror's TO Financial Proposal is based (Assumptions shall not constitute conditions, contingencies, or exceptions to the price proposal);
- B) Attachment 1– Price Proposal, completed in .PDF format with all proposed labor categories including all rates fully loaded. Offerors 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 this 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 company personnel qualifications shall disqualify a proposal:

- A) 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).
- B) The overall experience, capability and references for the Master Contractor as described in the Master Contractor’s TO Technical Proposal.
- C) 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.
- D) The ability for the Master Contractor to meet staffing expectations relative to supplying additional personnel for this TORFP meeting qualifications in Section 2.9 and 2.10.
- E) Demonstration of how the Master Contractor plans to staff the task order at the levels set forth in Section 2.1 and also for potential future resource requests.

4.3 SELECTION PROCEDURES

- A) TO Proposals will be assessed throughout the evaluation process for compliance with the minimum qualifications listed in Section 2 of this TORFP, and quality of responses to Section 3.4.1.
- B) Interviews will be performed for proposed personnel from all TO Proposals deemed technically qualified. In the event that more than 10 responsive proposals, the TO Procurement Officer may perform a down select. The TO Procurement Officer will notify the Offeror at time of scheduling initial interviews whether subsequent rounds of interviews are required. When used, the down select procedures to be followed by the TO Procurement Officer are as follows:
 - a) An initial interview will be performed for all Proposed Personnel meeting minimum requirements.
 - b) A technical ranking will be performed for all Proposed Personnel based on initial interview. Proposed Personnel will be ranked from highest to lowest for technical merit based on the quality of the proposals submitted and interview results.
 - c) The Offerors of the top five (5) Proposed Personnel by technical ranking will be notified of additional interviews. All other Offerors will be notified of non-selection for this TORFP.

- C) For TO Proposals deemed technically qualified, the associated TO Financial Proposal will be opened. All others will be deemed not reasonably susceptible for award and the TO Procurement Officer will notify the Master Contractor it has not been selected to perform the work.
- D) Qualified TO Financial Proposal responses will be reviewed and ranked from lowest to highest price proposed.
- E) The most advantageous TO Proposal considering both the technical and financial submissions shall be selected for TO award. In making this selection the technical merit has greater weight.
- F) All Master Contractors submitting a TO Proposal shall receive written notice from the TO Procurement Officer identifying the awardee.

4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

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

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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	Always Applicable	Submit with TO Financial Proposal
Attachment 2	Minority Business Enterprise Participation (Attachments D-1 – D-7)	<i>Not Applicable</i>	N/A
Attachment 3	Task Order Agreement (TO Agreement)	Always Applicable	Do Not Submit with Proposal
Attachment 4	Conflict of Interest Affidavit and Disclosure	Always 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)	Always Applicable	Do Not Submit with Proposal
Attachment 8	Agency Receipt of Deliverable Form	Not Applicable	N/A
Attachment 9	Agency Deliverable Product Acceptance Form (DPAF)	Not Applicable	N/A
Attachment 10	Non-Disclosure Agreement (Offeror)	Always Applicable	Do Not Submit with Proposal
Attachment 11	Non-Disclosure Agreement (TO Contractor)	Always Applicable	Do Not Submit with Proposal
Attachment 12	TO Contractor Self-Reporting Checklist	Always Applicable	Do Not Submit with Proposal
Attachment 13	Living Wage Affidavit of Agreement	Always Applicable	Submit with TO Technical Proposal
Attachment 14	Mercury Affidavit	<i>Not Applicable</i>	N/A
Attachment 15	Veteran Owned Small Business Enterprise Utilization Affidavit	<i>Not Applicable</i>	N/A
Attachment 16	Certification Regarding Investments in Iran	Always 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	<i>Not Applicable</i>	N/A

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

ATTACHMENT 1 PRICE PROPOSAL

PRICE PROPOSAL (TIME AND MATERIALS) FOR CATS+ TORFP # F50B4400069

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.

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.

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.

Job Title from TORFP Google Apps Support Technician	CATS+ Labor Category Proposed by Master Contractor	Hourly Labor Rate (A)	Total Class Hours (B)	Total Proposed CATS+ TORFP Price (C)
Year 1				
	Help Desk Specialist (Senior)	\$	2000	\$
<i>Additional Potential Resources to be added through a Work Order – No additional work is guaranteed.</i>				
	Help Desk Specialist (Senior)	\$	1500	\$
	Help Desk Specialist (Junior)	\$	1500	\$
		Evaluated Price Year 1		\$
Year 2				
	Help Desk Specialist (Senior)	\$	2000	\$
<i>Additional Potential Resources to be added through a Work Order – No additional work is guaranteed.</i>				
	Help Desk Specialist (Senior)	\$	1500	\$
	Help Desk Specialist (Junior)	\$	1500	\$
		Evaluated Price Year 2		\$
Year 3 (Option Year 1)				
	Help Desk Specialist (Senior)	\$	2000	\$
<i>Additional Potential Resources to be added through a Work Order – No additional work is guaranteed.</i>				
	Help Desk Specialist (Senior)	\$	1500	\$
	Help Desk Specialist (Junior)	\$	1500	\$
		Evaluated Price Year 3		\$
Year 4 (Option Year 2)				
	Help Desk Specialist (Senior)	\$	2000	\$
<i>Additional Potential Resource to be added through a Work Order – No additional work is guaranteed Allocate exactly 3,000 hours among all the CATS+ labor categories proposed for this TO.</i>				
	Help Desk Specialist (Senior)	\$	1500	\$
	Help Desk Specialist (Junior)	\$	1500	\$

Job Title from TORFP Google Apps Support Technician	CATS+ Labor Category Proposed by Master Contractor	Hourly Labor Rate (A)	Total Class Hours (B)	Total Proposed CATS+ TORFP Price (C)
		Evaluated Price Year 4		\$
Year 5 (Option Year 3)				
	Help Desk Specialist (Senior)	\$	2000	\$
<i>Additional Potential Resources to be added through a Work Order – No additional work is guaranteed.</i>				
Help Desk Specialist (Senior)		\$	1500	\$
Help Desk Specialist (Junior)		\$	1500	\$
		Evaluated Price Year 5		\$
Total Evaluated Price (Years 1 – 5)				\$

 Authorized Individual Name

 Company Name

 Title

 Company Tax ID #

 Signature

 Date

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

ATTACHMENT 2 MINORITY BUSINESS ENTERPRISE FORMS

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.

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ATTACHMENT 3 TASK ORDER AGREEMENT

CATS+ TORFP# F50B4400069 OF MASTER CONTRACT #060B2490023

This Task Order Agreement (“TO Agreement”) is made this day of Month, 2014 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 # F50B4400069.
 - b) “CATS+ TORFP” means the Task Order Request for Proposals # F50B4400069, dated MONTH DAY, YEAR, including any addenda.
 - c) “Master Contract” means the CATS+ Master Contract between the Maryland Department of Information Technology and TO Contractor dated MONTH DAY, YEAR.
 - d) “TO Procurement Officer” means Terraceta Tubaya. 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 _____.
 - 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:
 - a) The TO Agreement,

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

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

3. Time for Performance

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS+ TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of two (2) years. At the sole option of the State, this TO Agreement may be extended for three (3) 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: Isabel FitzGerald, Secretary

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 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 Proposal being deemed not susceptible for award.
- 2) Job Titles
 - a) Google Apps Support Technician
- 3) 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*.
- 4) Form Completion
 - a) Complete one Personnel Resume Summary (Attachment 5 Form LC1) per proposed person to present each proposed person's resume in a standard format.
 - b) Additional information may be attached to each Personnel Resume Summary that may assist a full and complete understanding of the individual being proposed.
 - 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.

**ATTACHMENT 5 FORM LC1 - LABOR CLASSIFICATION PERSONNEL RESUME
 SUMMARY**

CATS+ TORFP # F50B4400069

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:	Help Desk Specialist (Senior)
Job Title (As listed in TORFP):	Google Apps Support Technician

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			

**ATTACHMENT 5 FORM LC1 - LABOR CLASSIFICATION PERSONNEL RESUME
SUMMARY (CONTINUED)**

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

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

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

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

B) Requirements Qualification Traceability Matrix

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

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

Master Contractor Representative:

Print Name Signature Date

Proposed Individual:

Signature Date

ATTACHMENT 6 PRE-PROPOSAL CONFERENCE DIRECTIONS

TO THE PRE-PROPOSAL CONFERENCE

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 Street
- 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 Street, but shall be entered from Clay Street. This is the second street on the right after turning onto Calvert Street. Turn right onto Clay Street immediately after passing 45 Calvert Street.
- Another garage is available about a half of a block down from 45 Calvert Street on the left, called Gott's Court Garage.
- There is also limited metered parking available on Calvert Street and other surrounding streets.

ATTACHMENT 7 NOTICE TO PROCEED (SAMPLE)

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS+ TO Project Number (TORFP #): F50B4400069

Dear TO Contractor Contact:

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

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

Sincerely,

TO Procurement Officer

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

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.

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ATTACHMENT 9 AGENCY DELIVERABLE PRODUCT ACCEPTANCE FORM

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.

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ATTACHMENT 10 NON-DISCLOSURE AGREEMENT (OFFEROR)

This Non-Disclosure Agreement (the "Agreement") is made this ___ day of _____ 2014, 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 # F50B440069 for Google Apps for Government - Technical Assistance for End Users & Service Desk Assistance. 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 Terraceta Tubaya, TO Procurement Officer, Department of Information Technology 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: _____

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ATTACHMENT 11 NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made as of this ____ day of _____, 2014, 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 Google Apps for Government - Technical Assistance for End Users & Service Desk Assistance TORFP No. F50B4400069 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

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

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ATTACHMENT 12 TO CONTRACTOR SELF-REPORTING CHECKLIST

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

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

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

SUBMIT AS INSTRUCTED IN TORFP.

ATTACHMENT 13 LIVING WAGE AFFIDAVIT OF AGREEMENT

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

If the Contract is Exempt from the Living Wage Law

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

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

If the Contract is a Living Wage Contract

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

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

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

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

Name of Authorized Representative: _____

Signature of Authorized Representative _____

Date: _____ Title: _____

Witness Name (Typed or Printed): _____

Witness Signature and Date: _____

ATTACHMENT 14 MERCURY AFFIDAVIT

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.

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

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.

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ATTACHMENT 16 CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

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

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

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

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

CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

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

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____ Title: _____

Witness Name (Typed or Printed): _____

Witness Signature and Date: _____

ATTACHMENT 17 SAMPLE WORK ORDER

WORK ORDER	Work Order #	Contract #		
This Work Order is issued under the provisions of a XXX contract. The services authorized are within the scope of services set forth in the <i>Purpose</i> of the Work Order.				
Purpose				
Statement of Work Requirements:				
<u>Deliverable(s), Acceptance Criteria and Due Date(s):</u>				
Deliverables are subject to review and approval by DoIT prior to payment. <i>(Attach additional sheets if necessary)</i>				
Start Date	End Date			
Cost				
Description for Task / Deliverables	Quantity (if applicable)	Labor Hours (Hrs.)	Labor Rate	Estimate Total
1.			\$	\$
2.			\$	\$
*Include WBS, schedule and response to requirements.		DoIT shall pay an amount not to exceed		\$
Contractor		Agency Approval		
(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: Google Apps for Government - Technical Assistance for End Users & Service Desk Assistance

TORFP # F50B4400069

Name of individual 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.X):

Labor Category:

TO Contractor Name:

TO Contractor Contact:

TO Manager:

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 accepted.

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

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

OTHER COMMENTS:

Signature of Evaluator

Date

Signature of TO Contractor

Date

ATTACHMENT 19 CRIMINAL BACKGROUND CHECK AFFIDAVIT

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.

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