

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

## STATEWIDE GIS TRAINING PROGRAM

CATS+ TORFP # F50B4400081



Department of Information Technology  
Geographic Information Office

Issue Date: July 29, 2014

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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:	Statewide GIS Training Program
TO Project Number (TORFP #):	F50B4400081
Functional Area:	Functional Area 4 – Geographic Information Systems
TORFP Issue Date:	Tuesday, July 29, 2014
Questions Due Date and Time:	Friday, August 8, 2014 at 2:00 PM Local Time
Closing Date and Time:	Wednesday, August 20, 2014 at 2:00 PM Local Time
TORFP Requesting Agency:	Department of Information Technology (DoIT)
Send Questions and Proposals to:	Terraceta Tubaya Procurements.Doit@maryland.gov
TO Procurement Officer:	Terraceta Tubaya
TO Manager:	Lisa Lowe Office Phone Number: 410-260-4043
TO Type:	Time and Materials
Period of Performance:	One (1) year with four (4) optional one (1) year extensions
MBE Goal:	0%
VSBE Goal:	0%
Small Business Reserve (SBR):	No
Primary Place of Performance:	45 Calvert Street Annapolis, MD 21401
TO Pre-proposal Conference:	A Pre-Proposal conference will not be held.

## SECTION 1 - ADMINISTRATIVE INFORMATION

### 1.1 TORFP SUBJECT TO CATS+ MASTER CONTRACT

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

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

### 1.2 ROLES AND RESPONSIBILITIES

Personnel roles and responsibilities under the TO:

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

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

- **TO Contractor** – The CATS+ Master Contractor awarded the TO 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 primary point of contact with the TO Manager to regularly discuss progress of tasks, upcoming tasking, historical performance, and resolve any issues that may arise pertaining to the TO contractor support personnel. The TO Contractor Manager will serve as liaison between the TO Manager and the senior TO Contractor management.

The TO Contractor will provide invoices as specified under Section 2.13 Invoicing. The TO Contractor is responsible for making payments to the TO Contractor personnel.

- **TO Contractor Personnel** – Any resource provided by the TO Contractor in support of this TORFP over the course of the TORFP period of performance.

### 1.3 TO AGREEMENT

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

#### **1.4 TO PROPOSAL SUBMISSIONS**

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

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

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

#### **1.6 QUESTIONS**

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

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

A pre-proposal conference will not be held for this TORFP.

#### **1.8 CONFLICT OF INTEREST**

The TO Contractor shall provide IT technical and/or consulting services for State agencies or component programs with those agencies, and shall do so impartially and without any conflicts of interest. Each Offeror shall complete and include with its TO Proposal a Conflict of Interest Affidavit and Disclosure in the form included as Attachment 4 of this TORFP. If the TO Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the TO Procurement Officer may reject an Offeror's TO Proposal under COMAR 21.06.02.03B.

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

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

#### **1.9 LIMITATION OF LIABILITY**

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

#### **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**

Travel reimbursement shall be governed by Section 2.2.4 of the Master Contract. Non-routine travel reimbursement is not permitted under this TORFP.

### **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)**

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

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

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

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

### **1.15 LIVING WAGE**

The Master Contractor shall abide by the Living Wage requirements under Title 18, State Finance and Procurement Article, Annotated Code of Maryland and the regulations adopted by the Commissioner of Labor and Industry.

All TO Proposals shall be accompanied by a completed Living Wage Affidavit of Agreement, Attachment 13 of this TORFP.

### **1.16 IRANIAN NON-INVESTMENT**

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

### **1.17 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES**

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

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

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

This sub-section is not applicable to this TORFP.

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

This sub-section is not applicable to this TORFP.

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## SECTION 2 - SCOPE OF WORK

### 2.1 PURPOSE

The Department of Information Technology, Geographic Information Office (DoIT GIO) is issuing this CATS+ TORFP to obtain a GIS training program for the State of Maryland. The training program will be for Maryland State employees and contractors with active task order(s) who have been sponsored by a contracting state agency.

The proposed TO Contractor Personnel will develop course content for both classroom and online delivery. Online training shall be hosted and delivered by the State's Learning Management System (LMS). The TO Contractor shall be responsible for conducting training sessions at various locations around the state. The training will consist of instruction in Esri's ArcGIS Online and the latest version of ArcGIS Desktop. All training will make use of Maryland data and the MD iMap system as well as Maryland's open data sites Socrata and Esri's GIS Data Catalog for Maryland. The TO Contractor will work with the DoIT GIO office and the MD iMap Technical Committee to develop the training courses.

DoIT plans to utilize the Trainer's expertise to provide general GIS-related support and training throughout the term of the resulting TO. Additional work within the scope of this TORFP may be identified, and shall be managed by the Work Order Process defined in Section 2.12.

DoIT wishes to make an award determination based on the skills of the GIS expert(s) presented in response to this TORFP. Therefore, responses to this TORFP shall contain resumes for the TO Contractor-proposed labor categories. Offerors must propose all CATS+ Labor Categories anticipated to be needed to complete the scope of work, as may be needed throughout the duration of the TO Agreement.

DoIT intends to award this Task Order to one (1) Master Contractor that proposes the best solution that satisfies the TO requirements.

### 2.2 REQUESTING AGENCY BACKGROUND

DoIT MD iMap is Maryland's enterprise Geographic Information System solution. It is managed by the DoIT GIO. The mission of MD iMap is to: 1) improve the quality and lower the cost of services, through collective investment in and effective application of geographic data and systems; and 2) to reach beyond government by making data freely and publicly available to the fullest extent possible in consideration of privacy and security. The data provided on MD iMap supports strategic policy decisions for all levels of government. These government agencies use this digital data for many purposes, such as for use in Computer Aided Dispatch (CAD) systems located in Emergency 911 centers. This data is available to the GIS community and the public for use in many applications.

In addition to managing the MD iMap program, the DoIT GIO manages the State's Enterprise License Agreement (ELA) with Esri. This ELA provides eligible Maryland State agencies and contractors working on behalf of Maryland State agencies access to Esri GIS software products. The DoIT GIO also coordinates various statewide GIS projects involving multiple State agencies.

The State of Maryland has invested in the Cornerstone product as a Learning Management System (LMS).

### 2.3 PROJECT BACKGROUND

Maryland would like to improve the skills of its GIS users, in order to improve efficiencies and understanding of the available GIS data.

This TO is to develop and provide a training program for Maryland State employees and contractors. The training shall focus on the basics of GIS (introduction, essential workflow, and performing analysis) and its application to Maryland.

### 2.4 PROFESSIONAL DEVELOPMENT

Any IT services personnel provided under this TORFP shall maintain any required professional certifications for the duration of the resulting TO.

### 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 that 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 COURSE DEVELOPMENT AND INITIAL TRAINING (Time and Materials)

- 1) The TO Contractor shall develop courses for State of Maryland users for in-person delivery. These courses shall include at a minimum the following topics and course names:
  - a) Course 1 - *Introduction to GIS, MD iMap and ArcGIS Online*
    - i) This course is intended for those individuals with little or no knowledge of GIS, the MD iMap Program or ArcGIS Online
    - ii) GIS instruction shall include:
      - (1) Information on what is Geographic Information Systems (GIS)?
      - (2) Information on how GIS is applied in Maryland?
    - iii) MD iMap instruction shall include:
      - (1) Instructions on accessing MD iMap data and services in ArcGIS Online

- (2) Instructions on using the MD iMap composite locator
- (3) Other topics as determined during course development
- iv) ArcGIS Online shall include:
  - (1) Basics of Maryland ArcGIS Online Organization
  - (2) ArcGIS Online account requests
  - (3) ArcGIS Online credits and usage
  - (4) Searching for data and maps in ArcGIS Online
  - (5) Adding data/layers
  - (6) Creating web maps
  - (7) Changing symbology
  - (8) Configuring popups
  - (9) Other topics as determined during course development
- b) Course 2 – *Introduction to MD iMap and ArcGIS Desktop*
  - i) This course is intended for those individuals with little or no knowledge of the MD iMap Program or ArcGIS Desktop. Individuals taking this course should already have some knowledge of GIS.
  - ii) MD iMap instruction shall include:
    - (1) Instructions on accessing MD iMap data and services in ArcGIS Desktop
    - (2) Instructions on using the MD iMap composite locator
  - iii) ArcGIS Desktop instruction shall include:
    - (1) Basics of ArcGIS Desktop
    - (2) Accessing data through Maryland’s GIS Data Catalog and Socrata
  - iv) Adding data/layers from MD iMap
  - v) Organizing and displaying geographic data
  - vi) Editing data
  - vii) Geocoding
  - viii) Other topics as determined during course development
- c) Course 3 - *Intermediate ArcGIS Online and the MD iMap Template*
  - i) This course is intended for those individuals who have basic knowledge of ArcGIS Online and are already familiar with the MD iMap Program.
  - ii) ArcGIS Online instruction shall include:
    - (1) Performing analysis in ArcGIS Online
    - (2) Importing data

- (3) Editing features
- (4) Accessing data through Maryland's GIS Data Catalog and Socrata.
- (5) Other topics as determined during course development
- iii) MD iMap Template instruction shall include:
  - (1) Creating applications using the MD iMap Template
  - (2) Configuring the MD iMap Template
  - (3) Deploying MD iMap Template applications
- 2) The TO Contractor shall develop one course for online delivery. This courses shall include at a minimum the following topics:
  - a) Online Course 1 - *Introduction to GIS, MD iMap and ArcGIS Online*
    - i) This course is intended for those individuals with little or no knowledge of GIS, the MD iMap Program or ArcGIS Online
    - ii) GIS instruction shall include:
      - (1) Information on what is Geographic Information Systems (GIS)?
      - (2) Information on how GIS is applied in Maryland?
    - iii) MD iMap instruction shall include:
      - (1) Instructions on accessing MD iMap data and services in ArcGIS Online
      - (2) Instructions on using the composite locator
      - (3) Other topics as determined during course development
    - iv) ArcGIS Online instruction shall include:
      - (1) Basics of Maryland ArcGIS Online Organization
      - (2) ArcGIS Online account requests
      - (3) ArcGIS Online credits and usage
      - (4) Searching for data and maps in ArcGIS Online
      - (5) Adding data/layers
      - (6) Creating web maps
      - (7) Changing symbology
      - (8) Configuring popups
      - (9) Other topics as determined during course development
- 3) All courses shall be conducted using the most up-to-date version of the software available.
- 4) All courses shall be publicized on an MD iMap Portal webpage(s).
  - a. The TO Contractor shall maintain in-person class schedules on the MD iMap Portal webpage(s).

- b. The TO Contractor shall respond to questions coming from the MD iMap Portal webpage(s).
- 5) All training shall make use of Maryland data and the MD iMap system as well as Maryland's open data sites Socrata and Esri's GIS Data Catalog for Maryland.
- 6) The State shall own the rights to all training material, including unlimited reproduction rights and the ability to transfer the material to another vendor at the end of the TO.
- 7) The online course shall all have the following characteristics:
  - a) Shall be self-paced
  - b) Shall provide a course material evaluation
  - c) Shall be interactive
  - d) Shall be compatible with delivery through the State's LMS
  - e) Shall be delivered via the State's LMS and use industry standard web browsers, without the need for installation of browser add-ons.
  - f) Shall include content that is engaging, use of audio and video is an option
  - g) Shall provide skills and knowledge comparable to the in-person course of the same name
  - h) Shall include learning and knowledge-measuring tools, such as quizzes, to determine whether the user is learning the material.
    - i) Testing can be conducted through the State's LMS. At the TO Manager's discretion, TO Contractor will provide test questions to the LMS.
  - i) The following characteristics will be provided by all online training using the State's LMS:
    - i) Users must be able to freely navigate forward or back through the content.
    - ii) Training must allow a user to stop and pick back up where they left off
    - iii) Solution must allow staff to take training multiple times.
  - j) The Contractor's solution must track user status and interactions by state organization and be able to report such.
- 8) In-person courses shall all have the following characteristics:
  - a) Shall contain content suitable for hands-on training with a computer for each student
  - b) Shall provide all necessary class materials available for each student
  - c) Shall have computer exercises demonstrating the course topics
  - d) Shall provide a course and instructor evaluation
- 9) The State shall provide the following for in-person classes:
  - a) Facility, including computers
  - b) Projector, if needed
  - c) The State will schedule the in-person classes 45 days in advance.

- 10) The TO Contractor shall furnish the completed evaluation forms to the State within 10 days of completion of in-person training.

The TO Contractor shall provide the following services and deliverables:

<b>Requirement ID</b>	<b>Requirement</b>	<b>Deliverable ID</b>
2.6.1.1	Provide a project management plan for all activities in scope of this TO, to include, but not be limited to a work plan, an overall project schedule outlining planned and actual deliverable dates for major milestones, drafts and final documents. The project schedule shall list any external dependencies plus responsibilities and effort estimates from any State resources.	<i>Deliverable 2.8.4.1 – Project Management Plan</i>
2.6.1.2	General GIS- related support as directed by the TO Manager in response to State agency personnel GIS questions and need. To include: customer service support activities.	
2.6.1.3	Develop an <i>Introduction to GIS, MD iMap and ArcGIS Online</i> course (Course 1).  Course 1 in-person length shall be four (4) hours and geared toward those State employees with very little or no exposure to GIS, MD iMap or ArcGIS Online and includes the content described in Section 2.6.	<i>Deliverable 2.8.4.2 – Draft Course 1</i>
2.6.1.4	Finalize Course 1 for training. Support all necessary review cycles and document revisions.	<i>Deliverable 2.8.4.3 – Final Course 1</i>
2.6.1.5	Conduct one (1) four (4) hour training session for Course 1 material. Provide training to State employees, at a designated time and place (State facility with set up and environment provided by the State).	<i>Deliverable–2.8.4.4 Course 1 Training Delivery</i>
2.6.1.6	Develop and provide training for <i>Introduction to MD iMap and ArcGIS Desktop</i> (Course 2).  Course 2 in-person length shall be two (2) days (16 hours) and shall provide a fundamental overview of ArcGIS Desktop using Maryland data, which includes to the content described in Section 2.6.	<i>Deliverable 2.8.4.5 – Draft Course 2</i>
2.6.1.7	Finalize Course 2 for training. Support all necessary reviews cycles and document revisions.	<i>Deliverable 2.8.4.6– Final Course 2</i>
2.6.1.8	Conduct one (1) two (2) day (16 hours) training session for Course 2 material. Provide training to State employees, at a designated time and place (state facility with set up and environment provided by the state).	<i>Deliverable2.8.4.7– Course 2 Training Delivery</i>

<b>Requirement ID</b>	<b>Requirement</b>	<b>Deliverable ID</b>
2.6.1.9	Develop and provide training for <i>Intermediate ArcGIS Online and the MD iMap Template</i> (Course 3).  Course 3 in-person length shall be one (1) day (eight (8) hours) and shall provide more in depth information than the introduction course containing the content described in Section 2.6.	<b><i>Deliverable 2.8.4.8– Draft Course 3</i></b>
2.6.1.10	Finalize Course 3 for training. Support all necessary reviews cycles and document revisions.	<b><i>Deliverable 2.8.4.9 – Final Course 3</i></b>
2.6.1.11	Conduct one (1) eight (8) hour training session for Course 3 material. Provide training to State employees, at a designated time and place (State facility with set up and environment provided by the State).	<b><i>Deliverable 2.8.4.10– Course 3 Training Delivery</i></b>
2.6.1.12	Online training course will be delivered through the State’s Learning Management System. TO Contractor will develop course materials to be delivered. The content must communicate effectively to all staff at a non-technical level.	
2.6.1.13	Develop an online training course per the requirements in Section 2.6	
2.6.1.14	Finalize Online Training Course <i>Introduction to GIS, MD iMap and ArcGIS Online</i> for upload to the State LMS. Support all necessary review cycles and document revisions.	<b><i>Deliverable 2.8.4.11 – Final Online Course</i></b>
2.6.1.15	Provide a Weekly Status Report, to include, but not limited to: <ul style="list-style-type: none"> <li>• Activities completed</li> <li>• Activities in progress</li> <li>• Next week planned activities</li> <li>• Activities on hold/ and why</li> <li>• Action items and owners</li> <li>• Challenges</li> </ul>	<b><i>Deliverable 2.8.4.12 – Status Reports</i></b>
2.6.1.16	Coordinate all documentation and review sessions for all course development work.	

## 2.6.2 TO CONTRACTOR RESPONSIBILITIES

The TO Contractor shall provide staffing and resources to fully supply the following services and deliverables as identified in Section 2.6 Requirements.

Extensive changes to training materials, including developing new courses within the general scope of this TO, will be handled through the Work Order Process as Described in Section 2.11.3.

### **2.6.3 TO CONTRACTOR PERSONNEL DUTIES AND RESPONSIBILITIES**

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

The TO Contractor shall provide a team to assist with development of the training program. The TO Contractor shall provide, at a minimum, a qualified Trainer for the duration of the TO.

#### **2.6.3.1 Trainer**

The TO Contractor shall furnish a Trainer who shall perform activities related to the TO. This Trainer shall be available full time during State business hours (as described in Section 2.7 below) to perform the following activities within the general scope of this TO:

- Develop content for classroom and online courses
- Publicize courses including maintain a training webpage(s) on the MD iMap Portal
- Teach classroom courses
- Make any necessary updates to training material and content.
- Help prospective students register for the right course(s), administer online courses
- Answer GIS-related technical support questions from former students and others as schedule permits
- Perform other customer service related duties as determined by the TO Manager.
- Work with the State's LMS contact to develop online training course.
- Assist with GIS projects as assigned by the TO Manager.
- Collaborate as necessary with the LMS administrators to update and troubleshoot issues with online content.

Trainer shall be on site at the DoIT GIO office full time, 40 hours per week, except for those hours spent in classroom instruction.

#### **2.6.3.1 Other Personnel**

Other personnel shall be provided by the TO Contractor on an as-needed basis in response to specific course development or delivery needs, as managed by the TO Manager and documented in Work Orders (See section 2.12).

### **2.6.4 SERVICE LEVEL AGREEMENT (SLA)**

This sub-section **is not** applicable to this TORFP.

### **2.6.5 BACKUP / DISASTER RECOVERY**

This sub-section **is not** applicable to this TORFP.

### **2.6.6 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 Contractor's collective assigned personnel shall support core business hours (08:00 AM to 05:00 PM), Monday through Friday except for State holidays, Service Reduction days, and Furlough days observed by the DoIT. TO Contractor personnel may also be required to provide occasional support outside of core business hours, including evenings and overnight.
- State-Mandated Service Reduction Days: TO Contractor personnel shall be required to participate in the State-mandated Service Reduction Days as well as State Furlough Days. In this event, the TO Contractor will be notified in writing by the TO Manager of these details.
- Minimum and Maximum Hours: Full-time TO Contractor personnel shall work a minimum of 40 hours per week with starting and ending times as approved by the TO Manager. A flexible work schedule may be used with TO Manager approval, including time to support any efforts outside core business hours. TO Contractor personnel may also be requested to restrict the number of hours TO Contractor personnel can work within a given period of time that may result in less than an eight hour day or less than a 40 hour work week.
- Vacation Hours: Requests for leave shall be submitted to the TO Manager at least two weeks in advance. The TO Manager reserves the right to request a temporary replacement if leave extends longer than one consecutive week. In cases where there is insufficient coverage, a leave request may be denied.

### 2.7.2 PERFORMANCE EVALUATION

TO Contractor personnel conducting any training will be evaluated by the TO Manager on a monthly basis for assignments performed during that period. The TO Manager shall evaluate performance of each TO Contractor resource using the established performance evaluation form included as Attachment 18.

### 2.7.3 PERFORMANCE ISSUE MITIGATION

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

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

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

Substitution of personnel pre-award is prohibited. Post-award, the substitution of personnel procedures is as follows:

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

#### **2.7.5 PREMISES AND OPERATIONAL SECURITY**

- A) Prior to commencement of work, TO Contractor employees and subcontractors to be assigned to perform work under the resulting TO Agreement shall be required to submit background check certification to DoIT from recognized Law Enforcement Agencies, including the FBI. TO Contractor shall be responsible for ensuring that its employees' and subcontractors' background check certifications are renewed annually, and at the sole expense to the TO Contractor. DoIT reserves the right to disqualify any TO Contractor employees or subcontractors whose background checks suggest conduct, involvements, and/or associations that DoIT determines, in its sole discretion, may be inconsistent with the performance and/or security requirements set forth in this TORFP. DoIT reserves the right to perform additional background checks on TO Contractor and subcontractor employees.
- B) Further, TO Contractor employees and subcontractors may be subject to random security checks during entry and exit of State secured areas. The State reserves the right to require TO Contractor employees and subcontractors to be accompanied while on secured premises.
- C) TO Contractor employees shall, while on State premises, display their State issued identification cards without exception.
- D) TO Contractor shall require its employees to follow the State of Maryland and DoIT IT Security Policy and Standards throughout the term of the Contract.
- E) The State reserves the right to request that the TO Contractor submit proof of employment authorization of non-United States citizens, prior to commencement of work under the resulting Contract.
- F) TO Contractor shall remove any employee from working on the resulting Contract where the State of Maryland provides evidence to the TO Contractor that said employee has not adhered to the security requirements specified herein.
- G) The cost of complying with all security requirements specified herein are the sole responsibilities and obligations of the TO Contractor and its subcontractors and no such costs shall be passed through to or reimbursed by the State or any of its agencies or units.

Attachment 19, Criminal Background Check Affidavit, must be completed within 45 days of notice to proceed.

## 2.8 DELIVERABLES

### 2.8.1 DELIVERABLE SUBMISSION

For every deliverable defined in a fixed price work order, the TO Contractor shall submit by email an Agency Deliverable Product Acceptance Form (DPAF), provided as Attachment 9, to the TO Manager in MS Word (2007 or greater). *Note that deliverables defined in table 2.8.4 are reviewed as part of the performance evaluation process.*

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.

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

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

### 2.8.2 DELIVERABLE ACCEPTANCE

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

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

For every deliverable defined in a fixed price work order, the TO Manager will issue to the TO Contractor a notice of acceptance or rejection of the deliverable in the DPAF (Attachment 9). Following the return of the DPAF indicating "Accepted" and signed by the TO Manager, the TO Contractor shall submit a proper invoice in accordance with the procedures in Section 2.13.

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

### 2.8.3 MINIMUM DELIVERABLE QUALITY

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

Each deliverable shall meet the following minimum acceptance criteria:

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

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

#### 2.8.4 DELIVERABLE DESCRIPTIONS / ACCEPTANCE CRITERIA

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

ID#	Deliverable Description	Acceptance Criteria	Due Date/Frequency
2.8.4.1	Project Management Plan	A MS Word document that shall include: <ul style="list-style-type: none"> <li>• Project Overview</li> <li>• Project scope – requirements, deliverables, constraints, schedule and work breakdown structure</li> <li>• Milestones</li> <li>• Project team – the people working on the team, their roles and responsibilities</li> <li>• Communication – communication type, channels and the reporting approach</li> </ul>	NTP + 10 Days and updates as needed  Project Schedule updates every two (2) weeks, thereafter

<u>2.8.4.2</u>	Draft Course 1	<p>The following documents shall be provided for review and approved by DoIT GIO and TO Manager:</p> <ul style="list-style-type: none"> <li>• Draft course curriculum in MS Word format</li> <li>• Draft of presentation, if used, in MS Power Point format</li> <li>• Any additional training materials, such as student handouts, in MS Word format</li> <li>• List of GIS data files to be used during training</li> </ul>	NTP + 170 Days
<u>2.8.4.3</u>	Final Course 1	<p>The following documents that have been finalized with necessary edits as indicated by DoIT GIO and/or TO Manager</p> <ul style="list-style-type: none"> <li>• Course curriculum in MS Word format</li> <li>• Presentation in MS Power Point format</li> <li>• Any additional training materials, such as student handouts</li> <li>• GIS data files to be used during training</li> </ul>	NTP + 180 Days
<u>2.8.4.4</u>	Course 1 Training Delivery	A maximum of six (6) classes for Course 1 for the first year and a maximum of 12 for each additional optional year	As scheduled
<u>2.8.4.5</u>	Draft Course 2	<p>The following documents shall be provided for review and approval by DoIT GIO and TO Manager:</p> <ul style="list-style-type: none"> <li>• Draft course curriculum in MS Word format</li> <li>• Draft of presentation, if used, in MS Power Point format</li> <li>• Any additional training materials, such as student handouts, in MS Word format</li> </ul> <p>Any additional training materials, such as student handouts, in MS Word format</p> <p>Provide GIS data files to be used during training to TO Manager</p>	NTP + 190 Days

<u>2.8.4.6</u>	Final Course 2	<p>The following documents that have been finalized with necessary edits as indicated by DoIT GIO and/or TO Manager</p> <ul style="list-style-type: none"> <li>• Course curriculum in MS Word format</li> <li>• Presentation in MS Power Point format</li> <li>• Any additional training materials, such as student handouts</li> <li>• GIS data files to be used during training</li> </ul>	NTP + 200 Days
<u>2.8.4.7</u>	Course 2 Training Delivery	A maximum of six (6) classes for Course 2 for the first year and a maximum of 12 for each additional optional year	As scheduled
<u>2.8.4.8</u>	Draft Course 3	<p>The following documents shall be provided for review and approval by DoIT GIO and TO Manager:</p> <ul style="list-style-type: none"> <li>• Draft course curriculum in MS Word format</li> <li>• Draft of presentation, if used, in MS Power Point format</li> <li>• Any additional training materials, such as student handouts, in MS Word format</li> </ul> <p>Provide GIS data files to be used during training to TO Manager</p>	NTP + 190 Days
<u>2.8.4.9</u>	Final Course 3	<p>The following documents that have been finalized with necessary edits as indicated by DoIT GIO and/or TO Manager</p> <ul style="list-style-type: none"> <li>• Course curriculum in MS Word format</li> <li>• Presentation in MS Power Point format</li> <li>• Any additional training materials, such as student handouts</li> <li>• GIS data files to be used during training</li> </ul>	NTP + 200 Days

<u>2.8.4.10</u>	Course 3 Training Delivery	A maximum of six (6) classes for Course 3 for the first year and a maximum of 12 for each additional optional year	As scheduled
<u>2.8.4.11</u>	Final Online Course	<ul style="list-style-type: none"> <li>Finalized course curriculum</li> <li>Finalized student handouts, if any</li> <li>Finalized audio and/or video, if this option was exercised</li> <li>GIS data files to be used during training</li> </ul>	NTP + 200 Days
<u>2.8.4.12</u>	Weekly Status Reports	<p>A MS Word document that shall document:</p> <ul style="list-style-type: none"> <li>Activities completed</li> <li>Activities in progress</li> <li>Next week planned activities</li> <li>Activities on hold/ and why</li> <li>Action items and owners</li> <li>Challenges</li> </ul>	By COB every Friday

## 2.9 MINIMUM QUALIFICATIONS

### 2.9.1 OFFEROR'S COMPANY MINIMUM QUALIFICATIONS

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

- At least ten (10) years of experience developing information technology related training courses, at least five (5) of those years must be developing GIS training courses.
- At least ten (10) years of experience providing GIS training, at a minimum, the past five (5) years must include training using Esri ArcGIS Desktop software.

### 2.9.2 OFFEROR'S PERSONNEL MINIMUM QUALIFICATIONS

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

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

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

- The trainer must have at least two (2) years of experience providing GIS training.

- The trainer must have at least two (2) years of experience using Esri desktop software and ArcGIS Online.

## **2.10 TO CONTRACTOR AND PERSONNEL OTHER REQUIREMENTS**

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

- The trainer must have excellent communication and people skills and be well organized.
- More weight will be given to an individual that is an Esri certified trainer.

## **2.11 RETAINAGE**

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

## **2.12 WORK ORDER PROCESS**

- A) Additional services will be provided via a Work Order process. A Work Order may be issued for fixed price pricing.
- 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 may contact the TO Contractor to obtain additional information, clarification or revision to the Work Order, and will provide the Work Order to the TO Procurement Officer for approval. The TO Procurement Officer could issue a change order to the TORFP if appropriate.



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

## 2.13 INVOICING

Invoicing shall be submitted monthly. Invoicing shall be accompanied by signed notice(s) of acceptance (either a DPAF or PEF) for all invoices submitted for payment. Payment of invoices will be withheld if the appropriate signed acceptance form 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 information described below, and shall be submitted to the TO Manager for payment approval.

### 2.13.1 T&M Invoicing

#### 2.13.1.1 TIME SHEET SUBMISSION AND ACCEPTANCE

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

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

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

### 2.13.1.2 T&M INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

- A) A proper invoice shall identify “DoIT” as the recipient and contain the following information: date of invoice, TO Agreement number, deliverable description, deliverable number (e.g., “2.7.4.1.”), period of performance covered by the invoice, a total invoice amount, and a TO Contractor point of contact with telephone number.
- B) The TO Contractor shall email the original of each invoice and signed PEF for each individual invoiced to DoIT at email address: email address: [doitfiscal.invoiceservice@maryland.gov](mailto:doitfiscal.invoiceservice@maryland.gov), with a copy to the TO Manager.
- C) Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

### 2.13.2 **FIXED PRICE INVOICE SUBMISSION PROCEDURE**

This procedure consists of the following requirements and steps:

- A) A proper invoice shall identify “DoIT” as the recipient and contain the following information: date of invoice, TO Agreement number, deliverable description, deliverable number (e.g., “2.7.4.1.”), period of performance covered by the invoice, a total invoice amount, and a TO Contractor point of contact with telephone number.
- B) The TO Contractor shall email the original of each invoice and signed DPAF (Attachment 9), for each deliverable being invoiced to DoIT at email address: [doitfiscal.invoiceservice@maryland.gov](mailto:doitfiscal.invoiceservice@maryland.gov), with a copy to the TO Manager.
- C) Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.
- D) Payment will only be made upon completion and acceptance of the deliverables as defined in Section 2.8.

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

### 3.1 REQUIRED RESPONSE

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

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

### 3.2 SUBMISSION

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

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

- Subject line “CATS+ TORFP # F50B4400081 Technical” plus the Master Contractor Name
- One attachment labeled “TORFP F50B4400081 Technical - Attachments” containing all Technical Proposal Attachments (see Section 3.3 below), signed and in PDF format.
- One attachment labeled “TORFP F50B4400081 Technical – Proposal” in Microsoft Word format (2007 or later).

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

- Subject line “CATS+ TORFP # F50B4400081 Financial” plus the Master Contractor Name
- One attachment labeled “TORFP F50B4400081 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 - Labor Classification Personnel Resume Summary (Forms LC1) - Signed PDF
- Attachment 13 – Living Wage Affidavit of Agreement - Signed PDF
- Attachment 16 - Certification Regarding Investments in Iran - Signed PDF

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

- Attachment 1 Price Proposal – Signed PDF

### 3.4 PROPOSAL FORMAT

A TO Proposal shall contain the following sections in order:

#### 3.4.1 TO TECHNICAL PROPOSAL

##### A) Proposed Services

- 1) Executive Summary: A one-page summary describing the Master Contractor's understanding of the TORFP scope of work (Section 2) and proposed solution.
- 2) Proposed Solution: A more detailed description of the Master Contractor's understanding of the TORFP scope of work, proposed methodology and solution. The proposed solution shall be organized to exactly match the requirements outlined in Section 2.
- 3) Draft Work Breakdown Structure (WBS): A matrix or table that shows a breakdown of the tasks required to complete the requirements and deliverables in Section 2 - Scope of Work. The WBS should reflect the chronology of tasks without assigning specific time frames or start / completion dates. The WBS may include tasks to be performed by the State or third parties, for example, independent quality assurance tasks. If the WBS appears as a deliverable in Section 2 – Scope of Work, the deliverable version will be a final version. Any subsequent versions shall be approved through a formal configuration or change management process.
- 4) Draft Project or Work Schedule: A Gantt or similar chart containing tasks and estimated time frames for completing the requirements and deliverables in Section 2 - Scope of Work. The final schedule should come later as a deliverable under the TO after the TO Contractor has had opportunity to develop realistic estimates. The Project or Work Schedule may include tasks to be performed by the State or third parties.
- 5) Draft Risk Assessment: Identification and prioritization of risks inherent in meeting the requirements in Section 2 - Scope of Work. Includes a description of strategies to mitigate risks. If the Risk Assessment appears as a deliverable in Section 2 – Scope of Work, that version will be a final version. Any subsequent versions should be approved through a formal configuration or change management process.
- 6) Assumptions: A description of any assumptions formed by the Master Contractor in developing the Technical Proposal. Master Contractors should avoid assumptions that counter or constitute exceptions to TORFP terms and conditions.
- 7) Tools the TO Contractor owns and proposes for use to meet any requirements in Section 2.

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

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

Reference	Offeror Company Minimum Requirement	Evidence of Compliance
2.9.1.1	At least ten (10) years of experience developing information technology related training courses, at least five (5) of those years must be developing training courses.	Offeror documents evidence of compliance here.
2.9.1.2	At least (10) years of experience providing GIS training, at a minimum, the past five (5) years must include training using Esri ArcGIS Desktop software.	Offeror documents evidence of compliance here.

C) Proposed Personnel and TORFP Staffing

- 1) Complete and provide Attachment 5 – Labor Classification Personnel Resume Summary for each proposed resource (forms LC1). The information should show:
  - a) In Form LC1 - Each proposed person’s skills and experience as they relate to the Master Contractor’s proposed solution and Section 2 – Scope of Work.
- 2) Provide evidence proposed personnel possess the required certifications in accordance with Section 2.9.2 Offeror’s Personnel Minimum Qualifications. Individual(s) who are responsible for conducting training and who claim Esri certification shall provide a copy of a current Esri certification to DoIT as part of its proposal.
- 3) Provide three (3) references per proposed personnel containing the information listed in Attachment, Form LC1 section A.
- 4) Provide a Staffing Management Plan that demonstrates how the Offeror will provide resources in addition to the personnel requested in this TORFP, and how the TO Contractor Personnel shall be managed. Include:
  - a) Planned team composition by role (**Important! Identify specific names and provide history only for the proposed resources required for evaluation of this TORFP.**)
  - b) Process and proposed lead time for locating and bringing on board resources that meet TO needs
  - c) Supporting descriptions for all labor categories proposed in response to this TORFP
  - d) Description of approach for quickly substituting qualified personnel after start of TO
- 5) Provide the names and titles of the Master Contractor’s management staff who will supervise the personnel and quality of services rendered under this TO Agreement.

D) Overall Master Contractor team organizational chart

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

E) Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide up to three examples of engagements or contracts the Master Contractor has completed that were similar to Section 2 - Scope of Work. Include contact information for each client organization complete with the following:
  - a) Name of organization.
  - b) Point of contact name, title, email and telephone number (point of contact shall be accessible and knowledgeable regarding experience)
  - c) Services provided as they relate to Section 2 - Scope of Work.
  - d) Start and end dates for each example engagement or contract.
  - e) Current Master Contractor team personnel who participated on the engagement.
  - f) If the Master Contractor is no longer providing the services, explain why not.
- 2) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any entity of the State of Maryland.

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

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

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

F) State Assistance

Provide an estimate of expectation concerning participation by State personnel.

G) Confidentiality

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

**H) Proposed Facility**

The proposed TO Contractor Personnel shall be based out of the DoIT GIO office at 45 Calvert Street, Annapolis, MD. The proposed TO Contractor Personnel shall be required to travel to perform classroom training.

**3.4.2 TO FINANCIAL PROPOSAL**

- A) A description of any assumptions on which the Master Contractor's TO Financial Proposal is based (Assumptions shall not constitute conditions, contingencies, or exceptions to the TO Financial Proposal);
- B) Attachment 1– Price Sheet, completed in .PDF format with all proposed labor categories including all rates fully loaded. Master Contractors shall list all proposed resources by approved CATS+ labor categories in the price proposal. Prices shall be valid for 120 days.
- C) To be responsive to this TORFP, the Price Sheet (Attachment 1) shall provide labor rates for all labor categories. Proposed rates are not to exceed the rates defined in the Master Contract for the Master Contract year(s) in effect at the time of the TO Proposal due date.

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

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## SECTION 4 - TASK ORDER AWARD PROCESS

### 4.1 OVERVIEW

The TO Contractor will be selected from among all eligible Master Contractors within the appropriate Functional Area responding to the CATS+ TORFP. In making the TO Agreement award determination, the 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 overall experience, capability and references for the Master Contractor as described in the Master Contractor's TO Technical Proposal.
- B) The Master Contractor's overall understanding of the TORFP Scope of Work – Section 2. Level of understanding will be determined by the quality and accuracy of the technical proposal in adherence to Section 3.4.
- C) The capability of the proposed resources to perform the required tasks and produce the required deliverables in the TORFP Scope of Work – Section 2. Capability will be determined from each proposed individual's resume, reference checks, and oral presentation (See Section 1.5 Oral Presentations/Interviews).
- 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.

### 4.3 SELECTION PROCEDURES

- A) TO Proposals will be assessed throughout the evaluation process for compliance with the minimum qualifications listed in Section 2 of this TORFP, and quality of responses to Section 3.4.1 TO Technical Proposal.
- B) Interviews will be performed for proposed personnel from all TO Proposals deemed technically qualified.
- 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, 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 Sheet	Applicable	Submit with TO Financial Proposal
Attachment 2	Minority Business Enterprise Participation	<i>Not Applicable</i>	<i>N/A</i>
Attachment 3	Task Order Agreement (TO Agreement)	Applicable	Do Not Submit with Proposal
Attachment 4	Conflict of Interest Affidavit and Disclosure	Applicable	Submit with TO Technical Proposal
Attachment 5	Labor Classification Personnel Resume Summary	Applicable	Submit with TO Technical Proposal
Attachment 6	Pre-Proposal Conference Directions	Applicable	Do Not Submit with Proposal
Attachment 7	Notice to Proceed (Sample)	Applicable	Do Not Submit with Proposal
Attachment 8	Agency Receipt of Deliverable Form	Applicable	Do Not Submit with Proposal; applicable for work orders
Attachment 9	Agency Deliverable Product Acceptance Form (DPAF)	Applicable	Do Not Submit with Proposal; applicable for work orders
Attachment 10	Non-Disclosure Agreement (Offeror)	<i>Not Applicable</i>	<i>N/A</i>
Attachment 11	Non-Disclosure Agreement (TO Contractor)	Applicable	Do Not Submit with Proposal
Attachment 12	TO Contractor Self-Reporting Checklist	Applicable	Do Not Submit with Proposal
Attachment 13	Living Wage Affidavit of Agreement	Applicable	Submit with TO Technical Proposal
Attachment 14	Mercury Affidavit	<i>Not Applicable</i>	<i>N/A</i>
Attachment 15	Veteran Owned Small Business Enterprise Utilization Affidavit	<i>Not Applicable</i>	<i>N/A</i>
Attachment 16	Certification Regarding Investments in Iran	Applicable	Submit with TO Technical Proposal
Attachment 17	Sample Work Order	Applicable	Do Not Submit with Proposal
Attachment 18	Performance Evaluation Form	Applicable	Do Not Submit with Proposal
Attachment 19	Criminal Background Check Affidavit	Applicable	Do Not Submit with Proposal

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

**ATTACHMENT 1 PRICE SHEET****PRICE SHEET (TIME AND MATERIALS) FOR CATS+ TORFP # F50B4400081**

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

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

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

Job Title from TORFP	CATS+ Labor Category Proposed by Master Contractor	Hourly Labor Rate (A)	Total Class Hours (B)	Total Proposed CATS+ TORFP Price (C) = (A)x(B)
<b>Year 1</b>				
Trainer	Insert CATS+ Labor Category	\$	2000	\$
			<b>Evaluated Price Year 1</b>	\$
<b>Year 2 (OPTION)</b>				
Trainer	Insert CATS+ Labor Category	\$	2000	\$
			<b>Evaluated Price Year 2</b>	\$
<b>Year 3 (OPTION)</b>				
Trainer	Insert CATS+ Labor Category	\$	2000	\$
			<b>Evaluated Price Year 3</b>	\$
<b>Year 4 (OPTION)</b>				
Trainer	Insert CATS+ Labor Category	\$	2000	\$
			<b>Evaluated Price Year 4</b>	\$
<b>Year 5 (OPTION)</b>				
Trainer	Insert CATS+ Labor Category	\$	2000	\$
			<b>Evaluated Price Year 5</b>	\$
<b>Total Evaluated Price (Years 1 – 5)</b>				\$

---

 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.

**ATTACHMENT 3 TASK ORDER AGREEMENT**

CATS+ TORFP# F50B4400081 OF MASTER CONTRACT #060B2490023

This Task Order Agreement (“TO Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 2014 by and between \_\_\_\_\_(TO Contractor) and the STATE OF MARYLAND, Department of Information Technology (DoIT). 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 DoIT, as identified in the CATS+ TORFP # F50B4400081.
  - b) “CATS+ TORFP” means the Task Order Request for Proposals # F50B4400081, 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 TO Procurement Officer. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
  - e) “TO Agreement” means this signed TO Agreement between DoIT 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 Proposal – Technical and TO Proposal – Financial.
2. Scope of Work
  - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or super-cede the Master Contract.
  - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS+ TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:

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

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

### 3. Time for Performance

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS+ TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of one (1) year, commencing on the date of Notice to Proceed and terminating on Month Day, Year. At the sole option of the State, this TO Agreement may be extended for four (4) 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: Gregory Urban, Deputy Secretary

\_\_\_\_\_  
Date

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

Approved for form and legal sufficiency this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
Assistant Attorney General

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

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

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

Date: \_\_\_\_\_ By: \_\_\_\_\_  
(Authorized Representative and Affiant)



**ATTACHMENT 5 LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY  
(INSTRUCTIONS)**

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

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

CATS+ TORFP # F50B4400081

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

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

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

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

**Relevant Work Experience\***

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

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

**Employment History\***

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

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

## 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

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

#### Master Contractor Representative:

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

#### Proposed Individual:

Signature	Date
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## ATTACHMENT 6 PRE-PROPOSAL CONFERENCE DIRECTIONS

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.

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

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS+ TO Project Number (TORFP #): F50B4400081 – Statewide GIS Training Program

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

**ATTACHMENT 8 AGENCY RECEIPT OF DELIVERABLE FORM**

I acknowledge receipt of the following:

TORFP Title: Statewide GIS Training Program

TO Project Number: F50B4400081

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

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

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

Name of TO Manager: TO Manager

\_\_\_\_\_  
TO Manager Signature Date Signed

Name of TO Contractor's Project Manager: \_\_\_\_\_

\_\_\_\_\_  
TO Contractor's Project Manager Signature Date Signed

**ATTACHMENT 9 AGENCY DELIVERABLE PRODUCT ACCEPTANCE FORM**

Agency Name: Department of Information Technology

TORFP Title: Statewide GIS Training Program

TO Manager: TO Manager and Phone Number

To:

The following deliverable, as required by TO Project #F50B4400081 has been received and reviewed in accordance with the TORFP.

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

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

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

This deliverable:

Is accepted as delivered.

Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

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

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

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

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

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS+ TORFP # F50B4400081 for the Statewide GIS Training Program. 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 TO Procurement Officer, DoIT on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR'S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.
8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

OFFEROR: \_\_\_\_\_ BY: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_



**ATTACHMENT 11 NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)**

**THIS NON-DISCLOSURE AGREEMENT** (“Agreement”) is made as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the State of Maryland ("the State"), acting by and through its Department of Information technology (the “Department”), and \_\_\_\_\_ (“TO Contractor”), a corporation with its principal business office located at \_\_\_\_\_ and its principal office in Maryland located at \_\_\_\_\_.

**RECITALS**

**WHEREAS**, the TO Contractor has been awarded a Task Order Agreement (the “TO Agreement”) for the Statewide GIS Training Program TORFP No. F50B4400081 dated \_\_\_\_\_, (the “TORFP” issued under the Consulting and Technical Services procurement issued by the Department, Project Number 060B2490023; and

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

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

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

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

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

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

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

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

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

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

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

**TO Contractor/TO Contractor's Personnel:**

**Department of Information Technology:**

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

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

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

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

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

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

**EXHIBIT A – FOR THE NONDISCLOSURE AGREEMENT (TO CONTRACTOR)**  
**TO CONTRACTOR’S EMPLOYEES AND AGENTS WHO WILL BE GIVEN ACCESS TO THE**  
**CONFIDENTIAL INFORMATION**

Printed Name and Address  
of Employee or Agent

Signature

Date

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

## ATTACHMENT 12 TO CONTRACTOR SELF-REPORTING CHECKLIST

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

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

<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><b>Section 4 – MBE Participation</b></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% (<math>3,000 \div 10,000 = 0.30</math>))</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><b>Section 5 – TO Change Management</b></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.

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

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.



## ATTACHMENT 16 CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

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

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

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

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

### CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

- 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
- it is not engaging in investment activities in Iran as described in State Finance & Procurement Article, §17-702.

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

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

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

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

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

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

## ATTACHMENT 17 SAMPLE WORK ORDER

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

**ATTACHMENT 18 PERFORMANCE EVALUATION FORM**

TORFP Title: TORFP Title

TORFP # F50B4400081

Name of Contractor being evaluated: <insert name>

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

Evaluation Month & Year:

Role (TORFP Section 2.X):

Labor Category:

TO Contractor Name:

TO Contractor Contact:

MSDE TO Manager:

DoIT: 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**

AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the \_\_\_\_\_ (Title) \_\_\_\_\_ and the duly authorized representative of \_\_\_\_\_ (Master Contractor) \_\_\_\_\_ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

I hereby affirm that \_\_\_\_\_ (Master Contractor) \_\_\_\_\_ has complied with Section 2.4, Security Requirements of the Department of Information Technology’s Consulting Technical Services Master Contract Number 060B2490023 (CATS+) hereto as Exhibit A

I hereby affirm that the \_\_\_\_\_ (Master Contractor) \_\_\_\_\_ has provided \_\_\_\_\_ (Agency) \_\_\_\_\_ with a summary of the security clearance results for all of the candidates that will be working on Task Order \_\_\_\_\_ (Title and Number) \_\_\_\_\_ and all of these candidates have successfully passed all of the background checks required under Section 2.4.3.2 of the CATS + Master Contract. Master Contractors hereby agrees to provide security clearance results for any additional candidates at least seven (7) days prior to the date the candidate commences work on this Task Order.

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

\_\_\_\_\_  
Master Contractor

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

SUBMIT WITHIN 45 DAYS OF NTP