

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

**TELECOMMUNICATIONS BILLING AUDIT:  
CONTRACT #060B1400006 (LONG DISTANCE)**

CATS+ TORFP # F50B6400014



Department of Information Technology (DoIT)

Issue Date: November 20, 2015

**SMALL BUSINESS RESERVE PROCUREMENT**

**NOTICE**

**Minority Business Enterprises Are Encouraged to Respond to  
this Solicitation**

## NOTICE TO BIDDERS

### SMALL BUSINESS RESERVE SOLICITATION

This is a Small Business Reserve Solicitation for which award will be limited to certified small business vendors. Only businesses that meet the statutory requirements set forth in State Finance and Procurement Article, §§14-501—14-505, Annotated Code of Maryland, and that are certified by the Department of General Services Small Business Reserve Program are eligible for award of a contract.

For the purposes of a Small Business Reserve Solicitation, a small business is a for-profit business, other than a broker, that meets the following criteria:

- A. It is independently owned and operated;
- B. It is not a subsidiary of another business;
- C. It is not dominant in its field of operation; and
- D.1 With respect to employees:
  - (a) Its wholesale operations did not employ more than 50 persons in its most recently completed 3 fiscal years;
  - (b) Its retail operations did not employ more than 25 persons in its most recently completed 3 fiscal years;
  - (c) Its manufacturing operations did not employ more than 100 persons in its most recently completed 3 fiscal years;
  - (d) Its service operations did not employ more than 100 persons in its most recently completed 3 fiscal years;
  - (e) Its construction operations did not employ more than 50 persons in its most recently completed 3 fiscal years; and
  - (f) The architectural and engineering services of the business did not employ more than 100 persons in its most recently completed 3 fiscal years; and
- D.2 With respect to gross sales:
  - (a) The gross sales of its wholesale operations did not exceed an average of \$4,000,000 in its most recently completed 3 fiscal years;
  - (b) The gross sales of its retail operations did not exceed an average of \$3,000,000 in its most recently completed 3 fiscal years;
  - (c) The gross sales of its manufacturing operations did not exceed an average of \$2,000,000 in its most recently completed 3 fiscal years;
  - (d) The gross sales of its service operations did not exceed an average of \$10,000,000 in its most recently completed 3 fiscal years;
  - (e) The gross sales of its construction operations did not exceed an average of \$7,000,000 in its most recently completed 3 fiscal years; and
  - (f) The gross sales of its architectural and engineering operations did not exceed an average of \$4,500,000 in its most recently completed 3 fiscal years.

Note: If a business has not existed for 3 years, the employment and gross sales average or averages shall be the average for each year or part of a year during which the business has been in existence.

Further information on the certification process is available at eMaryland Marketplace.

KEY INFORMATION SUMMARY SHEET

This CATS+ TORFP is issued to obtain the services necessary to satisfy the requirements defined in Section 3 - 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 4).

Solicitation Title:	TELECOMMUNICATIONS BILLING AUDIT: Contract #060B1400006 (Long Distance)
Solicitation Number (TORFP #):	F50B6400014
Functional Area:	Functional Area 9 – IT and Telecommunications Financial and Auditing Consulting Services
Issue Date:	11/20/2015
Questions Due Date and Time:	12/1/2015 at 12:00 PM Local Time
Closing Date and Time:	12/15/2015 at 02:00 PM Local Time
TO Requesting Agency:	Department of Information Technology (DoIT)
Send Proposals to:	Dale Eutsler <a href="mailto:Dale.Eutsler@Maryland.gov">Dale.Eutsler@Maryland.gov</a>  <i>E-mail submission strongly preferred.</i>
Send Questions to (e-mail only)	<a href="mailto:Dale.Eutsler@Maryland.gov">Dale.Eutsler@Maryland.gov</a>
TO Procurement Officer:	Dale Eutsler Office Phone Number: 410-260-7863
TO Manager:	David Mangrum Office Phone Number: 410-260-7575
TO Type:	Commission Only
Period of Performance:	One (1) year base period and two (2) one-year option periods
MBE Goal:	0%
VSBE Goal:	0%
Small Business Reserve (SBR):	Yes
Primary Place of Performance:	N/A
TO Pre-proposal Conference:	DoIT/ 45 Calvert Street, Room 240A Annapolis, MD 21401 11/30/2015 at 11:00AM Local Time See Attachment 6 for directions.

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## 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:

- A. **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.
- B. **TO Manager** - The TO Manager has the primary responsibility for the management of the work performed under the TO Agreement, administrative functions, including issuing written directions, and for 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.

- C. **TO Contractor** – The TO Contractor is the CATS+ Master Contractor awarded this TO. The TO Contractor shall provide human resources as necessary to perform the services described in this TORFP Scope of Work.
- D. **TO Contractor Manager** – The 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 resolution of any issues that may arise pertaining to the TO Contractor 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 3.10 Invoicing. The TO Contractor is responsible for making payments to the TO Contractor Personnel.

- E. **TO Contractor Personnel** – Any official, employee, agent, Subcontractor, or Subcontractor agents of the TO Contractor who is involved with the TO over the course of the TO period of performance.
- F. **Key Personnel** – A subset of TO Contractor Personnel whose departure during the performance period, will, in the State's opinion, have a substantial negative impact on TO performance. Key Personnel proposed as part of the TO Proposal shall start as of TO

Agreement issuance unless specified otherwise in this TORFP or the Offeror's TO Technical Proposal.

### **1.3 TO AGREEMENT**

Based upon an evaluation of TO Proposal responses, a Master Contractor will be selected to conduct the work defined in Section 3 - 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 an e-mail TORFP submission is determined by the date and time of arrival of all required files in the TO Procurement Officer's e-mail inbox. In the case of a paper TO Proposal submission, Offerors shall take such steps necessary to ensure the delivery of the paper submission by the date and time specified in the Key Information Summary Sheet and as further described in Section 4.

Requests for extension of this date or time will not be granted. Except as provided in COMAR 21.05.03.02F, Proposals received by the Procurement Officer after the due date will not be considered.

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

Neither oral presentations nor interviews will be held for this solicitation.

### **1.6 QUESTIONS**

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

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

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

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

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

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

In order to assure adequate seating and other accommodations at the pre-proposal conference, please e-mail the TO Procurement Officer indicating your planned attendance no later than three (3) business days prior to the pre-proposal conference. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, please contact the TO Procurement Officer no

later than five (5) business days prior to the pre-proposal conference. The TO Requesting Agency will make reasonable efforts to provide such special accommodation.

### **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, Md. Code Ann., General Provisions Article, Title 5, 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 for this TORFP is limited to one (1) times the total TO Agreement amount.

### **1.10 CHANGE ORDERS**

If the TO Contractor is required to perform work beyond the scope of Section 3 of this TORFP, or there is a work reduction due to unforeseen scope changes, a TO Change Order is required. The TO Contractor and TO Manager shall negotiate a mutually acceptable price modification based on the TO Contractor's proposed rates in the Master Contract and scope of the work change. No scope of work changes shall be performed until a change order is approved by DoIT and executed by the TO Procurement Officer.

### **1.11 TRAVEL REIMBURSEMENT**

Expenses for travel and other costs shall not be reimbursed. .

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

This TORFP has MBE goals and sub-goals as stated in the Key Information Summary Sheet above.

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

This TORFP has a VSBE goal as stated in the Key Information Summary Sheet above.

### **1.14 NON-DISCLOSURE AGREEMENT**

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

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

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

Certain system documentation may be required by the TO 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 10.

### 1.15 LIVING WAGE

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

All TO Proposals shall be accompanied by a completed Living Wage Affidavit of Agreement, Attachment 12 of this TORFP.

### 1.16 IRANIAN NON-INVESTMENT

All TO Proposals shall be accompanied by a completed Certification Regarding Investments in Iran, Attachment 15 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 11 is a sample of the TO Contractor Self-Reporting Checklist. DoIT may 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 SECTION IS NOT APPLICABLE TO THIS TORFP.

### 1.19 PURCHASING AND RECYCLING ELECTRONIC PRODUCTS

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

### 1.20 DEFINITIONS

Business Day	Monday through Friday (excluding State holidays)
Local Time	Time in the Eastern Time zone as observed by the State of Maryland. Unless otherwise specified, all stated times shall be Local Time, even if not expressly designated as such
Normal State Business Hours	Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except State Holidays, which can be found at: <a href="http://www.dbm.maryland.gov">www.dbm.maryland.gov</a> – keyword: State Holidays
Notice to Proceed (NTP)	A written notice from the TO Procurement Officer that work

	on the Task Order, project or Work Order shall begin on a specified date. Additional NTPs may be issued by either the TO Procurement Officer or the TO Manager regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.
NTP Date	The date specified in an NTP for work on the Task Order, project or Work Order to begin
Offeror	A Master Contractor that submits a proposal in response to this TORFP
State	The State of Maryland
Subcontractor	An agent, service provider, supplier, or vendor selected by the TO Contractor to provide subcontracted services or products under the direction of the TO Contractor or other Subcontractors, and including any direct or indirect Subcontractors of a Subcontractor. Subcontractors are subject to the same terms and conditions as the TO Contractor.
Task Order (TO)	The scope of work described in this TORFP
Task Order Agreement (TO Agreement)	The contract awarded to the successful Offeror pursuant to this Task Order Request for Proposals, the form of which is attached to this TORFP as Attachment 3
TO Proposal	As appropriate, either or both an Offeror’s Technical or Financial Proposal to this TORFP
TO Request for Proposals (TORFP)	This Task Order Request for Proposal, including any amendments / addenda thereto
Total Evaluated Price	The Offeror’s total proposed price for services proposed in response to this solicitation, included in the TO Price Sheet, and used in the financial evaluation of TO Proposals
Veteran-owned Small Business Enterprise (VSBE)	A business that is verified by the Center for Verification and Evaluation (CVE) of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13 and <a href="http://www.vetbiz.gov">http://www.vetbiz.gov</a> .
Working Day(s)	Same as “Business Day”

**1.21 BASIS FOR PAYMENT**

The TO Agreement awarded to the successful Offeror pursuant to this TORFP will involve payment on a “Commission Only” basis. Payment shall be calculated and applied based on the manner in which the term “Commission Only” is defined in the CATS+ Master Contract (and any effective modifications) at the time an amount becomes properly payable to the TO Contractor.

## SECTION 2 - COMPANY AND PERSONNEL QUALIFICATIONS

### 2.1 MINIMUM QUALIFICATIONS

#### 2.1.1 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.

Only Master Contractor qualifications may be used to demonstrate meeting company minimum qualifications.

The Master Contractor's proposal shall demonstrate meeting the following minimum requirement:

1. At least three (3) years of demonstrated experience providing telecommunications billing audit services to U.S. based commercial or government entities with at least 2,900 end-users. All engagements must have been within the last seven (7) years, and at least one engagement must have been for a government entity not subject to sales and/or other taxes that may be collected by a telecommunications vendor for a commercial client.

#### 2.1.2 OFFEROR'S PERSONNEL MINIMUM QUALIFICATIONS

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

Master Contractors may only propose **one (1) Key Personnel** in response to this TORFP. The proposed Key Personnel shall meet the following minimum qualifications for the Labor Category "Audit Manager", as established in Section 2.10 of the CATS+ Master RFP:

1. At least four (4) years of telecommunications billing audit experience. Such experience must have included the supervision of other auditors engaged in the telecommunications billing audit process.

Resumes shall clearly outline starting dates and ending dates for each applicable experience or skill. All other planned positions shall be described generally in the Staffing Plan, and may not be used as evidence of fulfilling company or personnel minimum qualifications.

### 2.2 TO CONTRACTOR AND PERSONNEL PREFERRED QUALIFICATIONS

1. An Audit Manager with experience auditing telecommunications billing for organizations greater than 5,000 people will be given greater weight.

## SECTION 3 - SCOPE OF WORK

### 3.1 PURPOSE

DoIT is issuing this CATS+ TORFP to obtain telecommunications billing audit services in accordance with the scope of work described in this Section 3. The selected TO Contractor will conduct an audit of billing related to Long Distance Calling Services Contract No. 060B1400006 (Long Distance Contract). The audit will cover the entire term of the Long Distance Contract, which ran from September 1, 2005 to September 30, 2012.

DoIT intends to award this Task Order to one (1) Master Contractor that can best satisfy the TO requirements.

### 3.2 REQUESTING AGENCY BACKGROUND

DoIT was established on July 1, 2008, at which point it assumed responsibility for all Information Technology matters previously under the control of the Department of Budget and Management, Division of Telecommunications (“DBM”). DoIT is the control agency for all telecommunications procurements involving State departments and agencies.

### 3.3 PROJECT BACKGROUND

On August 25, 2005, DBM entered into the Long Distance Contract with Verizon Select Services Inc. (“VSSI”) to provide long distance calling, long distance calling cards, and teleconferencing services for the State of Maryland. This was a Fixed-Unit Price, Indefinite Quantity contract involving intra-state/inter-LATA, interstate and international traffic.

Upon its creation in July 2008, DoIT assumed management and responsibility of the original Contract. On July 28, 2010, the Board of Public Works approved an extension of the original Contract through August 31, 2011, so that DoIT could issue a new solicitation for these services.

On August 1, 2011, the Board of Public Works approved an additional extension of the original Contract through May 31, 2012, so that DoIT could complete the new procurement and transition to the new vendor, AT&T.

On April 18, 2012, the Board of Public Works approved an additional extension of the original Contract through September 30, 2012 to facilitate a successful transition between VSSI and AT&T. For fiscal year 2012, \$750,000 was budgeted by DoIT for services and equipment purchases under the original Contract.

Under the original Contract, there were 16,801 telephone circuits used by the State. The services included 2,835 separate billing locations, including certain State universities and colleges. There was an average of 440,000 minutes of long distance use during a typical month by PBXs managed by DoIT. It is estimated that 56% of the traffic was intrastate, 43% was interstate, and less than 1% was international. 90% of the long distance calls were made using switched services; 10% were made using 9 dedicated long distance services.

Teleconferencing services and calling card services were also included in this Contract; however, DoIT currently has limited information available related to billing for these services.

There were also approximately 150 local government units (including county governments, school systems, library systems and local municipalities) and 125 charitable organizations using the original Contract. These additional entities are not included within the scope of this audit.

### **3.4 PROFESSIONAL DEVELOPMENT**

TO Contractor Personnel shall maintain any required professional certifications for the duration of performance under the resulting TO.

### **3.5 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 State of Maryland Information Technology Security policy and standards, guidelines and methodologies that can be found at the DoIT site (<http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx>).

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. That methodology should be defined in the Master Contractor's proposal to this TORFP.

## 3.6 REQUIREMENTS

### 3.6.1 TRANSITION-IN REQUIREMENTS

3.6.1.1 The State TO Manager will schedule a kick-off meeting within 15 business days of the start of the TO Agreement. The TO Contractor's Key Personnel and other appropriate individuals shall be in attendance. The TO Contractor shall provide a draft Project Schedule and Communication and Contact Plan. The final versions of these documents shall be provided within ten (10) business days of the Kick-Off Meeting for approval by the State TO Manager.

3.6.1.2 At the Kick-Off Meeting, the TO Manager will provide to the TO Contractor relevant information regarding the billing audit. The State intends for VSSI to grant the TO Contractor access to billing information within ten (10) business days of the Kick-Off Meeting.

### 3.6.2 TRANSITION-OUT REQUIREMENTS

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

### 3.6.3 TO CONTRACTOR RESPONSIBILITIES

All work performed under this Task Order will be at the direction of, and in consultation with, the State. The selected TO Contractor will be provided access to Verizon's Enterprise Center, an online database which houses the majority of bills submitted to the State for long distance services during the contract period.

**Note: VSSI has stated that the billing information and invoices related to this contract and the State's accounts will only be available in Adobe Portable Document Format (PDF) only.**

The TO Contractor shall provide staffing and resources to fully supply the following services as identified in this Section 3.6 Requirements:

3.6.3.1 The TO Contractor shall verify that VSSI satisfied all financial terms and conditions of the contract being audited.

3.6.3.2 The TO Contractor shall verify that the prices submitted in VSSI's price proposal, included in subsequent modifications, and listed in all applicable tariffs were the same prices used to determine the actual costs billed by VSSI on invoices submitted to the State.

3.6.3.3 The TO Contractor shall verify that any credits and refunds submitted in VSSI's price proposal and included in subsequent modifications were correctly provided to the State.

3.6.3.4 The TO Contractor shall review, analyze and document any Federal, State and/or Local taxes or surcharges charged by VSSI to the State for which exemptions should have been given.

3.6.3.5 To the extent the information is available, the TO Contractor shall determine

whether termination of individual services was halted within the time specified in the contract and whether billing was halted accordingly.

- 3.6.3.6 TO Contractor shall hold periodic status meetings with State personnel to review status of the audit.
- 3.6.3.7 After the draft Summary Report is issued and if not previously provided, the TO Contractor will ensure that DoIT has received all detailed supporting documentation that supports the issues identified.
- 3.6.3.8 The TO Contractor shall assist the State by participating in negotiations with the telecommunications vendor in order to achieve the maximum recovery possible. The State will make all final settlement decisions
- 3.6.3.9 If necessary, the TO Contractor shall also provide litigation support services, which consist of assisting assistant attorneys general and staff as well as DoIT staff in preparing for discovery, participating in litigation-related meetings and telephone conferences, preparing additional documents as needed and, if required, testifying at a deposition and at a hearing before the Maryland State Board of Contract Appeals, the Federal Communications Commission and/or other governmental entities.
- 3.6.3.10 TO Contractor shall only be paid upon the receipt by the State of the agreed-upon amount for recoveries.
- A. The recovery amount will be agreed upon by the State and the telecommunications vendor.
  - B. The method of receipt of a particular recovery will be agreed upon by the State and the telecommunications vendor. The State's preferred method for receipt of recoveries is a check from the telecommunications vendor. Any such Recovery Check(s) shall be provided by the telecommunications vendor directly to the DoIT Finance Officer.

### 3.6.4 REPORTS

The TO Contractor shall submit the following reports in the form required and at the frequency specified below as part of satisfactory performance under the Contract.

- 3.6.4.1 **Periodic Status Reports** that identify status of review, any changes in the Project Schedule, issues identified as of current date, areas that require State interpretation or clarification, contact with the telecommunications vendor, objections or issues raised by the telecommunications vendor, and any other significant issues . The timing of these reports, how often and when they are to be submitted, shall be discussed at the Kick Off meeting and determined by the Contact Plan, see Section 3.6.1.1.
- 3.6.4.2 A **Draft Summary Report** that identifies all recoveries due to the State and includes a detail description of each issue identified during the billing review conducted. At minimum, the report should include a comment on the following,

organized by branch/organization (if the scope of the audit includes non-executive branch entities):

- a. A determination whether actual prices billed for services are the same as the prices in VSSI's price proposal and subsequent approved modifications, and whether the State was properly billed for services and/or equipment requested by the State.
- b. A determination whether credits and refunds, applicable to the contract, were properly calculated and received by the State.
- c. A determination whether State and/or federal taxes or surcharges were properly charged the State, or if there were charges for which the State was exempt from paying.
- d. A determination whether cessation of billing services were properly charged to the State

If requested by the TO Manager, there will be a meeting to discuss the draft Summary Report.

3.6.4.3 . A **Final Summary Report** will be issued within 15 days of receipt of DoIT's comments in response to the draft Summary Report. The final Summary Report should address all issues and comments noted by DoIT.

### 3.7 PERFORMANCE AND PERSONNEL

#### 3.7.1 PROPOSED PERSONNEL

- A. As part of its proposal TO, Master Contractors shall propose exactly one (1) Key Personnel and shall describe in a Staffing Plan how additional resources shall be acquired to meet the needs of the TO Requesting Agency. All other planned positions shall be described generally in the Staffing Plan, and may not be used as evidence of fulfilling company or personnel minimum qualifications.
- B. Proposed Key Personnel shall be available as of the start date specified in the Notice To Proceed (NTP).

#### 3.7.2 DIRECTED PERSONNEL REPLACEMENT

- A. The TO Manager may direct the TO Contractor to replace any TO Contractor Personnel who, in the sole discretion of the TO Manager, are perceived as being unqualified, non-productive, unable to fully perform the job duties, disruptive, or known, or reasonably believed, to have committed a major infraction(s) of law or Department or Agency, Contract, or Task Order requirement.
- B. If deemed appropriate in the discretion of the TO Manager, the TO Manager shall give written notice of any personnel performance issues to the TO Contractor, describing the problem and delineating the remediation requirement(s). The TO Contractor shall provide a written Remediation Plan within three (3) days of the date of the notice. If the TO Manager rejects the Remediation Plan, the TO Contractor shall revise and resubmit the plan to the TO Manager within five (5) days of the rejection, or in the timeframe set forth by the

- TO Manager in writing. Once a Remediation Plan has been accepted in writing by the TO Manager, the TO Contractor shall immediately implement the Remediation Plan.
- C. Should performance issues persist despite the approved Remediation Plan, the TO Manager will give written notice of the continuing performance issues and either request a new Remediation Plan within a specified time limit or direct the removal and replacement of the TO Contractor Personnel whose performance is at issue. A request for a new Remediation Plan will follow the procedure described in Section 3.7.2B.
  - D. In circumstances of directed removal, the TO Contractor shall provide a suitable replacement for TO Manager approval within fifteen (15) days of date of the notification of directed removal, or the actual removal, whichever occurs first. However, if the TO Manager determines that the State's best interests require removal of the TO Contractor Personnel with less than fifteen (15) days' notice, the TO Manager can direct removal in shorter timeframe, including immediate removal.
  - E. Normally, a directed personnel replacement will occur only after prior notification of problems with requested remediation, as described above. However, the TO Manager reserves the right to direct immediate personnel replacement without utilizing the remediation procedure described above.
  - F. Replacement or substitution of TO Contractor Personnel under this section shall be in addition to, and not in lieu of, the State's remedies under the Task Order or which otherwise may be available at law or in equity.

### 3.7.3 SUBSTITUTION OF PERSONNEL

#### 3.7.3.1 PRIOR TO TASK ORDER EXECUTION

Prior to Task Order Execution or within thirty (30) days after Task Order Execution, the Offeror may substitute proposed Key Personnel only under the following circumstances: vacancy occurs due to the sudden termination, resignation, or approved leave of absence due to an Extraordinary Personnel Event, or death of such personnel. To qualify for such substitution, the Offeror must describe to the State's satisfaction the event necessitating substitution and must demonstrate that the originally proposed personnel are actual full-time direct employees with the Offeror (subcontractors, temporary staff or 1099 contractors do not qualify). Proposed substitutions shall be of equal caliber or higher, in the State's sole discretion. Proposed substitutes deemed by the State to be less qualified than the originally proposed individual may be grounds for pre-award disqualification or post-award termination.

An **Extraordinary Personnel Event** – means Leave under the Family Medical Leave Act; an incapacitating injury or incapacitating illness; or other circumstances that in the sole discretion of the State warrant an extended leave of absence, such as extended jury duty or extended military service.

#### 3.7.3.2 SUBSTITUTION AFTER TASK ORDER EXECUTION

The procedure for substituting personnel after Task Order execution 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 individual specifying the intended approved labor category. Any proposed substitute personnel shall have qualifications equal to or better than those of the replaced personnel.
- C) Proposed substitute individual shall be approved by the TO Manager. The TO Manager shall have the option to interview the proposed substitute personnel and may require that such interviews be in person. After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the requested substitution. If no acceptable substitute personnel is proposed within the time frame established by the TO Manager, the TO Agreement may be cancelled.

#### **3.7.4 PREMISES AND OPERATIONAL SECURITY**

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

#### **3.7.5 WORK SPACE, WORKSTATIONS, NETWORK CONNECTIVITY AND SOFTWARE**

DoIT will provide all necessary office space, network connectivity and required workstation hardware/software necessary to complete the requirements of this Task Order.

### **3.8 DELIVERABLES**

#### **3.8.1 DELIVERABLE SUBMISSION**

For every deliverable, the TO Contractor shall request that the TO Manager confirm receipt of that deliverable by sending an e-mail identifying the deliverable name and date of receipt.

For every deliverable the TO Contractor shall submit by e-mail an Agency Deliverable Product Acceptance Form (DPAF), provided as Attachment 8, to the TO Manager in MS Word (2007 or greater).

Unless specified otherwise, written deliverables shall be compatible with Microsoft Office, Microsoft Project and/or Microsoft Visio versions 2007 or 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 3.8.3. 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 3.8.3.

### **3.8.2 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 3.8.4 Deliverable Descriptions/Acceptance Criteria.

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

The TO Manager will issue to the TO Contractor a notice of acceptance or rejection of the deliverable in the DPAF (Attachment 8). 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 3.10 Invoicing.

In the event of rejection of a deliverable, 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.

At the TO Manager’s discretion, subsequent project tasks may not continue until deliverable deficiencies are rectified and accepted by the TO Manager or the TO Manager has specifically issued, in writing, a waiver for conditional continuance of project tasks.

### **3.8.3 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.

**3.8.4 DELIVERABLE DESCRIPTIONS / ACCEPTANCE CRITERIA**

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

<b>ID #</b>	<b>Deliverable Description</b>	<b>Acceptance Criteria</b>	<b>Due Date / Frequency</b>
3.8.4.1	Kick-Off Meeting	As defined in Section 3.6.1.1. The TO Contractor's key personnel and other appropriate individuals shall be in attendance.	Within 15 business days of the start of the TOA
3.8.4.2	Project Schedule	Schedule, as referenced in Section 3.6.1.1, demonstrating tasks, task estimates, resource assignments, and dependencies for both Agency and TO Contractor Personnel, with tasks no less than 8 hours and no greater than 80 hours.	Initial Delivery: Kick Off meeting Final Delivery: Kick Off Meeting + 10 days Updates: Weekly
3.8.4.3	Communication and Contact Plan	Schedule, as referenced in Section 3.6.1.1, to include frequency of Status Reports, Status meetings, and Contact Plan for unusual or significant issues.	Initial Delivery: Kick Off Meeting Final Delivery: Kick Off Meeting + 10 days Updates: As necessary
3.8.4.4	Periodic Status Meetings	As defined in Section 3.6.3.6.	As determined by the Communication and Contact Plan, Deliverable 3.8.4.3
3.8.4.5	Periodic Status Report	As defined in Section 3.6.4.1.	As determined by the Communication and Contact Plan, Deliverable 3.8.4.3
3.8.4.6	Draft Summary Report	A draft of the Summary Report, as defined in Section 3.6.4.2. The TO Manager has the option to request a meeting to discuss the draft Summary Report.	As mutually agreed upon in the Project Schedule
3.8.4.4	Final Summary Report	A final Summary Report, as defined in Section 3.6.4.3	Within 14 days of receipt of comments from DoIT on the Draft Summary Report.

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
3.8.4.5	Detail Supporting Documents	As defined in Section 3.6.3.7.	As requested during the TO Agreement period. All final documents should be received within 30 days from the issuance of the Draft Summary Report.

**3.9 WORK ORDER PROCESS**

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

**3.10 INVOICING**

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 be submitted to the TO Manager for payment approval as described below. Invoices shall be submitted monthly.

**3.10.1 INVOICE SUBMISSION PROCEDURE**

- A) Proper invoices for payment shall contain the TO Contractor's Federal Tax Identification Number, "DoIT" as the recipient, date of invoice, TO Agreement number, invoiced item description, invoiced item 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) Invoices for payment shall be submitted when the State has received agreed upon recoveries from the telecommunications vendor. In some cases, the State and telecommunications vendor may agree upon separate "partial" recoveries to resolve individual audit findings. In such instances, the TO Contractor may submit an invoice each time DoIT actually receives a particular agreed-upon recovery amount.
- C) The TO Contractor shall e-mail the original of each invoice and signed notice(s) of acceptance to the TO Requesting Agency at e-mail address: DoIT.Fiscal@Maryland.gov with a copy to the TO Manager.
- D) Invoices for final payment shall be clearly marked as "FINAL" and submitted when the State has received all agreed upon recoveries from the telecommunications vendor. In no event shall any invoice be submitted later than 60 calendar days from this date.

**3.10.2 For the purposes of this Task Order an amount will not be deemed due and payable if:**

- A) The invoice is submitted prior to the State's actual receipt of a particular agreed upon recovery.
- B) The amount invoiced is inconsistent with the Task Order Agreement.

- C) The proper invoice has not been received by the party or office specified in the Task Order Agreement.
- D) The invoice or performance under the contract is in dispute or the TO Contractor has failed to otherwise comply with the provisions of the Task Order Agreement
- E) The item or services have not been accepted.
- F) The quantity of items delivered is less than the quantity ordered.
- G) The items or services do not meet the quality requirements of the Task Order
- H) If the Contract provides for progress payments, the proper invoice for the progress payment has not been submitted pursuant to the schedule contained in the agreement
- I) The TO Contractor has not submitted satisfactory documentation or other evidence reasonably required by the TO Procurement Officer or by the contract concerning performance under the Task Order Agreement and compliance with its provisions.

### **3.11 RETAINAGE**

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

### **3.12 SOC TYPE II AUDIT**

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

### **3.13 INSURANCE**

Offeror shall confirm that, as of the date of its proposal, the insurance policies incorporated into its Master Contract are still current and effective at the required levels.

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## SECTION 4 - TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

### 4.1 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.

### 4.2 SUBMISSION

#### 4.2.1 E-MAIL SUBMISSION

The TO Technical Proposal shall be submitted in one or more separate e-mails from the TO Financial Proposal.

DoIT can only accept e-mails that are less than or equal to 25MB. If a submission exceeds this size, split the submission into two or more parts and include the appropriate part number in the subject (e.g., part 1 of 2) after the subject line information above.

The TO Technical Proposal shall be contained in one or more unencrypted e-mails, with two attachments. This e-mail shall include:

- A. Subject line "CATS+ TORFP # F50B6400014 Technical" plus the Master Contractor Name
- B. One attachment labeled "TORFP F50B6400014 Technical - Attachments" containing all Technical Proposal Attachments (see Section 4.3 below), signed and in PDF format.
- C. One attachment labeled "TORFP F50B6400014 Technical – Proposal" in Microsoft Word format (2007 or later).

The TO Financial Proposal shall be contained in one e-mail containing as attachments all submission documents detailed in section 4.4.2, with password protection.

DoIT will contact Offerors for the password to open each file. Each file shall be encrypted with the same password. The TO Procurement Officer will only contact those Offerors with TO Proposals that are reasonably susceptible for award. Offerors that are unable to provide a password that opens the TO Financial Proposal documents will be deemed not susceptible for award. Subsequent submissions of financial content will not be allowed. This e-mail shall include:

- A. Subject line "CATS+ TORFP # F50B6400014 Financial" plus the Master Contractor Name
- B. One attachment labeled "TORFP F50B6400014 Financial" containing the TO Financial Proposal contents, signed and in PDF format.

#### 4.2.2 PAPER SUBMISSION

DoIT strongly desires TO Proposal submissions in e-mail format. An Offeror wishing to deliver a hard copy (paper) TO Proposal shall contact the TO Procurement Officer for instructions.

### 4.3 SUMMARY OF ATTACHMENTS

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

The following signed attachments shall be included with the TO Technical Proposal in PDF format (for e-mail delivery).

- A. Attachment 2 - MBE forms 1A
- B. Attachment 4 – Conflict of Interest Affidavit and Disclosure
- C. Attachment 5A and 5B- Attachment 5A Minimum Qualifications Summary and Attachment 5B Personnel Resume Form
- D. Attachment 12 – Living Wage Affidavit of Agreement
- E. Attachment 15 - Certification Regarding Investments in Iran

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

- A. Attachment 1 Price Sheet – Signed PDF

### 4.4 PROPOSAL FORMAT

A TO Proposal shall contain the following sections in order:

#### 4.4.1 TO TECHNICAL PROPOSAL

**Important: A TO Technical Proposal shall include NO pricing information.**

##### A) Proposed Services

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

**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 2.1.1.

Reference	Offeror Company Minimum Requirement	Evidence of Compliance
2.1.1	At least three (3) years of demonstrated experience providing telecommunications billing audit services to U.S. based commercial or government entities with at least 2,900 end-users. All engagements must have been within the last seven (7) years. At least one engagement must have been for a government entity not subject to sales and/or other taxes that may be collected by a telecommunications vendor for a commercial client.	Offeror to provide evidence of compliance.  For each engagement, Offeror shall include: <ul style="list-style-type: none"> <li>• Name and address of entity</li> <li>• Start Date</li> <li>• End Date if applicable</li> <li>• Contact information for an individual currently in the entity that can attest to the details of the engagement, including number of end users.</li> <li>• Number of end users</li> </ul>

**C) Proposed Personnel and TORFP Staffing**

Offeror shall propose one (1) Key Personnel in response to this TORFP.

- 1) Complete and provide for each proposed resource Attachment 5A Minimum Qualifications Summary and Attachment 5B Personnel Resume Form.
- 2) Provide evidence proposed personnel possess the required certifications/experience in accordance with Section 2.1.2 Offeror’s Personnel Minimum Qualifications.
- 3) Provide three (3) references per proposed Key Personnel containing the information listed in Attachment 5B.
- 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 Offeror's management staff who will supervise the personnel and quality of services rendered under this TO Agreement.
- D) MBE, SBE Participation and VSBE Participation  
NO MBE, SBE, or VSBE forms are required for this TORFP.
- E) Subcontractors  
Identify all proposed subcontractors, including MBEs, and their roles in the performance of Section 3 - Scope of Work.
- F) Overall Offeror team organizational chart  
Provide an overall team organizational chart with all team resources available to fulfill the TO scope of work.
- G) 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 3 - Scope of Work. Include contact information for each client organization complete with the following:
    - a) Name of organization.
    - b) Point of contact name, title, e-mail and telephone number (point of contact shall be accessible and knowledgeable regarding experience)
    - c) Services provided as they relate to Section 3 - 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, e-mail, 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.

H) State Assistance

Provide an estimate of expectation concerning participation by State personnel.

I) 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 4, of the General Provisions Article of the Annotated Code of Maryland. Master Contractors are advised that, upon request for this information from a third party, the TO Procurement Officer will be required to make an independent determination regarding whether the information may be disclosed.

Offeror shall furnish a list that identifies each section of the TO Technical Proposal where, in the Offeror's opinion, the Offeror's response should not be disclosed by the State under the Public Information Act.

J) Proposed Facility

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

**4.4.2 TO FINANCIAL PROPOSAL**

- A) A description of any assumptions on which the Master Contractor's TO Financial Proposal is based (Assumptions shall not constitute conditions, contingencies, or exceptions to the Price Sheet);
- B) Attachment 1– Price Sheet. Prices shall be valid for 120 days.

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## SECTION 5 - TASK ORDER AWARD PROCESS

### 5.1 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 TO Requesting Agency will consider all information submitted in accordance with Section 4.

### 5.2 TO PROPOSAL EVALUATION CRITERIA

The following are technical criteria for evaluating a TO Proposal in descending order of importance. Failure to meet the minimum qualifications shall render a TO Proposal not reasonably susceptible for award:

- 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 3. Level of understanding will be determined by the quality and accuracy of the technical proposal in adherence with Section 4.4.
- C) The capability of the proposed resources to perform the required tasks and produce the required deliverables in the TORFP Scope of Work – Section 3. Capability will be determined from each proposed individual's resume, reference checks, and oral presentation (See Section 1.5 Oral Presentations/Interviews).
- D) Demonstration of how the Master Contractor plans to staff the task order at the levels set forth in Section 3.7.1 and also for potential future resource requests.

### 5.3 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 4.4.1 TO Technical Proposal.
- B) 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.
- C) Qualified TO Financial Proposal responses will be reviewed and ranked from lowest to highest price proposed.
- D) 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.
- E) All Master Contractors submitting a TO Proposal shall receive written notice from the TO Procurement Officer identifying the awardee.

### 5.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

Commencement of work in response to a TO Agreement shall be initiated only upon:

- a. Issuance of a fully executed TO Agreement,

- b. Non-Disclosure Agreement (TO Contractor),
- c. Purchase Order, and
- d. A Notice to Proceed authorized by the TO Procurement Officer. See Attachment 7 - Notice to Proceed (sample).

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## LIST OF ATTACHMENTS

<b>Attachment Label</b>	<b>Attachment Name</b>	<b>Applicable to this TORFP?</b>	<b>Submit with Proposal?*</b> <b>(Submit, Do Not Submit, N/A)</b>
Attachment 1	Price Sheet	Applicable	Submit with TO Financial Proposal with password protection
Attachment 2	Minority Business Enterprise Participation (Attachments 1A – 5)	Not Applicable	Do Not Submit with Proposal
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 Deliverable Product Acceptance Form (DPAF)	Applicable	Do Not Submit with Proposal
Attachment 9	Non-Disclosure Agreement (Offeror)	Not Applicable	Do Not Submit with Proposal
Attachment 10	Non-Disclosure Agreement (TO Contractor)	Applicable	Do Not Submit with Proposal
Attachment 11	TO Contractor Self-Reporting Checklist	Applicable	Do Not Submit with Proposal
Attachment 12	Living Wage Affidavit of Agreement	Applicable	Submit with TO Technical Proposal
Attachment 13	Mercury Affidavit	Not Applicable	N/A
Attachment 14	Veteran Owned Small Business Enterprise Utilization Affidavit	Not Applicable	N/A
Attachment 15	Certification Regarding Investments in Iran	Applicable	Submit with TO Technical Proposal
Attachment 16	Sample Work Order	Not Applicable	N/A
Attachment 17	Criminal Background Check Affidavit	Not Applicable	N/A

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

**ATTACHMENT 1 PRICE SHEET**

PRICE SHEET (COMMISSION ONLY) FOR CATS+ TORFP # F50B6400014

<b>Proposed Commission Rate</b>	_____ %
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\_\_\_\_\_  
Authorized Individual Name

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

\_\_\_\_\_  
Title

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

SUBMIT AS A .PDF FILE WITH THE TO FINANCIAL PROPOSAL

**ATTACHMENT 2 MINORITY BUSINESS ENTERPRISE FORMS**

The Minority Business Enterprise (MBE) subcontractor participation goal for this solicitation is 0%.

### ATTACHMENT 3 TASK ORDER AGREEMENT

CATS+ TORFP# F50B6400014 OF MASTER CONTRACT #060B2490023

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

IN CONSIDERATION of the mutual promises 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 Department of Information Technology, as identified in the CATS+ TORFP # F50B6400014.
  - b) “CATS+ TORFP” means the Task Order Request for Proposals # F50B6400014, dated MONTH DAY, YEAR, including any addenda and amendments.
  - c) “Master Contract” means the CATS+ Master Contract between the Maryland Department of Information Technology and TO Contractor dated April 22, 2013.
  - d) “TO Procurement Officer” means Dale Eutsler. The Agency may change the TO Procurement Officer at any time by written notice.
  - 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 Name>>. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
  - h) “TO Technical Proposal” means the TO Contractor’s technical response to the CATS+ TORFP dated date of TO Technical Proposal.
  - i) “TO Financial Proposal” means the TO Contractor’s financial response to the CATS+ TORFP dated date of TO Financial Proposal.
  - j) “TO Proposal” collectively refers to the TO Technical Proposal and TO Financial Proposal.
2. Scope of Work
  - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supersede the Master Contract.
  - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 3 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 \_\_\_\_\_, commencing on the date the TO Agreement is fully executed and terminating on Month Day, Year. At the sole option of the State, this TO Agreement may be extended for two (2) additional, one (1) year periods for a total TO Agreement period ending on Month, Day, Year.

4. Consideration and Payment

- 4.1 Payments to the TO Contractor shall be made as outlined Section 3 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.
- 4.2. 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.
- 4.3. 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, DoIT

\_\_\_\_\_  
By: Dale Eutsler, TO Procurement Officer

\_\_\_\_\_  
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 subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.
- C) The bidder or offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.
- D) The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):
- E) The bidder or offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

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

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

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

- 1) For this TORFP,
  - a) Master Contractors shall comply with all personnel requirements defined under the Master Contract RFP 060B2490023.
  - b) Master Contractors shall propose the CATS+ Labor Category that best fits each proposed resource. A Master Contractor may only propose against labor categories in the Master Contractor's CATS+ Master Contract Financial Proposal.
  - c) A Master Contractor's entire TO Technical Proposal will be deemed not susceptible for award if any of the following occurs:
    - i) Failure to follow these instructions.
    - ii) Failure to propose a resource for each job title or labor category identified in the TORFP as a required submission.
    - iii) Failure of any proposed resource to meet minimum requirements as listed in this TORFP and in the CATS+ Master Contract.
    - iv) Placing content on the Minimum Qualifications Summary that is not also on the Personnel Resume Form. *The function of the Minimum Qualifications Summary is to aid the agency to make a minimum qualification determination. Information on the Minimum Qualification Summary must correspond with information on the Personnel Resume form and shall not contain additional content not found on the other form.*
  - d) Complete and sign the **Minimum Qualifications Summary** (Attachment 5A) and the **Personnel Resume Form** (Attachment 5B) for each resource proposed. Alternate resume formats are not allowed.
    - i) The **Minimum Qualifications Summary** demonstrates the proposed resource meets minimum qualifications for the labor category, as defined in the CATS+ Master Contract RFP Section 2.10, and any additional minimum requirements stated in this TORFP. For each minimum qualification, indicate the location on the Personnel Resume Form (5B) demonstrating meeting this requirement.

Only include the experience relevant to meeting a particular minimum qualification. Every skill must be linked to specific work experience and/or education. *The Minimum Qualification Summary shall not contain content that cannot be correlated to the Personnel Resume form.*

Every experience listed on the Minimum Qualifications Resume Summary must be explicitly listed with start and stop dates. Where there is a time requirement such as three months' experience, you must provide the dates from and to showing an amount of time that equals or exceeds the mandatory time requirement; in this case, three months. Note: Overlapping time periods shall only count once against a specific minimum qualification (i.e., a minimum qualification may not be met by listing two examples occurring during the same time period.).

- ii) The **Personnel Resume Form** provides resumes in a standard format. Additional information may be attached to each Personnel Resume Summary if it aids a full and complete understanding of the individual proposed.

**ATTACHMENT 5 5A – MINIMUM QUALIFICATIONS SUMMARY**

CATS+ TORFP # F50B6400014

*All content on this form must also be on the Personnel Resume Form.  
 ONLY include information on this summary that supports meeting a minimum qualification.*

Proposed Individual's Name and Company/Sub-Contractor:	List how the proposed individual meets each requirement by including a reference to relevant entries in Form 5B									
<b>LABOR CATEGORY TITLE – (INSERT CATS+ LABOR CATEGORY NAME)</b>										
Education: Insert the education description from the CATS+ Master Contract RFP from Section 2.10 for the applicable labor category	(Identify school or institution Name; Address; Degree obtained and dates attended.)									
Generalized Experience: Insert the generalized experience description from the CATS+ Master Contract RFP from Section 2.10 for the applicable labor category Provide dates in the format of MM/YY to MM/YY	(Identify specific work experiences from the resume that illustrate compliance with the Master Contract RFP Labor Category requirements for Generalized Experience.) <table border="1"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>Job Title and Company</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td>Match to Form 5B:</td> <td colspan="2">&lt;insert cross-reference(s) to the full description on Form 5B&gt;</td> </tr> </tbody> </table>	FROM	TO	Job Title and Company				Match to Form 5B:	<insert cross-reference(s) to the full description on Form 5B>	
FROM	TO	Job Title and Company								
Match to Form 5B:	<insert cross-reference(s) to the full description on Form 5B>									
Specialized Experience: Insert the specialized experience description from the CATS+ Master Contract RFP from Section 2.10 for the applicable labor category Provide dates in the format of MM/YY to MM/YY	(Identify specific work experiences from the resume that illustrate compliance with the Master Contract RFP Labor Category requirements for Specialized Experience.) <table border="1"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>Job Title and Company</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td>Match to Form 5B:</td> <td colspan="2">&lt;insert cross-reference to the full description on Form 5B&gt;</td> </tr> </tbody> </table>	FROM	TO	Job Title and Company				Match to Form 5B:	<insert cross-reference to the full description on Form 5B>	
FROM	TO	Job Title and Company								
Match to Form 5B:	<insert cross-reference to the full description on Form 5B>									
TORFP Additional Requirements Minimum qualifications and required certifications as defined in Section 2.1 of this TORFP. Provide dates in the format of MM/YY to MM/YY										

The information provided on this form for this labor class is true and correct to the best of my knowledge (Signatures must be included):

**Master Contractor Representative:**

\_\_\_\_\_  
 Signature Date

**Proposed Individual:**

\_\_\_\_\_  
 Signature Date

**ATTACHMENT 5 5B – PERSONNEL RESUME FORM**

CATS+ TORFP # F50B6400014

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

Resource Name:	
Master Contractor:	<insert Master Contractor name> Sub-Contractor (if applicable):
Proposed CATS+ Labor Category:	<proposed by Master Contractor OR agency inserts the CATS+ labor category>
Job Title (As listed in TORFP):	<as described in this TORFP>

**Education / Training (start with most recent 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 3 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] [Title / Role] [Period of Employment / Work (MM/YY – MM/YY)] [Location] [Contact Person (Optional if current employer)] [Technologies Used]	Description of Work (recommended: organize work descriptions to address minimum qualifications and other requirements)
[Organization] [Title / Role] [Period of Employment / Work MM/YY – MM/YY] [Location] [Contact Person] [Technologies Used]	Description of Work (recommended: organize work descriptions to address minimum qualifications and other requirements)

\*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>



**ATTACHMENT 6 PRE-PROPOSAL CONFERENCE DIRECTIONS**

Solicitation Number F50B6400014

TELECOMMUNICATIONS BILLING AUDIT: CONTRACT #060B1400006 (LONG DISTANCE)

A Pre-proposal conference will be held at 11:00 AM EST on November 30, 2015, at 45 Calvert Street, Annapolis, MD 21401. Please return this form by June 10, 2015 advising whether or not you plan to attend.

Return this form to the Procurement Officer via e-mail:

Dale Eutsler  
DoIT  
45 Calvert Street

Annapolis, MD 21401

E-mail: dale.eutsler@maryland.gov

Please indicate:

\_\_\_\_\_ Yes, the following representatives will be in attendance:

- 1.
- 2.
- 3.

\_\_\_\_\_ No, we will not be in attendance.

Please specify whether any reasonable accommodations are requested (see RFP § 1.7 “Pre-proposal conference”):

---

Signature

Title

---

Name of Firm (please print)

## PRE-PROPOSAL CONFERENCE DIRECTIONS

From Baltimore Area:

Take I-97 off the Baltimore Beltway heading south to Annapolis.

I-97 will end and turn into Route 50 East.

Take Rowe Blvd. exit toward downtown Annapolis.

From the Eastern Shore or Route 2:

Cross the Severn River Bridge and exit on Rowe Blvd.

From Either Direction:

Follow Rowe Blvd. to the third traffic light.

Stay to the right when the road splits before the Treasury Building.

Turn right onto Calvert St.

45 Calvert Street is the first building immediately on the right.

Room 240 is on the second floor.

Stop and register with the Security Guard; you will be directed to Room 240.

Parking:

The closest garage is next to 45 Calvert St. but shall be entered from Clay St. This is the second right turn after turning onto Calvert St. Turn right onto Clay St. immediately after passing 45 Calvert St.

Another garage is available about a half of a block down from 45 Calvert St. on the left, called Gotts' Garage.

There is also limited metered parking available on Calvert and surrounding streets.

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

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS+ Solicitation Number (TORFP #): F50B6400014

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 Department of Information Technology (Agency Name) will serve as the TO Manager and your contact person on this Task Order. He / She can be reached at telephone \_\_\_\_\_.

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

Sincerely,

<<TO Procurement Officer>>

Task Order Procurement Officer

Enclosures (2)

cc: <<TO Manager Name>>, TO Manager

Procurement Liaison Office, Department of Information Technology

Project Oversight Office, Department of Information Technology

**ATTACHMENT 8 AGENCY DELIVERABLE PRODUCT ACCEPTANCE FORM**

**Instructions:**

**This form is required if:**

- B. a DPAF is defined in the TORFP for primary deliverables, OR**
- C. If this solicitation is likely to require a DPAF to support future work orders or change orders,**

**If this solicitation does not require a DPAF, enter only the following sentence for this Attachment**  
THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.

**If this solicitation is likely to require a DPAF to support future work orders or change orders, then keep the language below.**

Agency Name: DoIT

Solicitation Title: TELECOMMUNICATIONS BILLING AUDIT: Contract #060B1400006 (Long Distance)

TO Manager: <<TO Manager and Phone Number >>

To: TO Contractor Name

The following deliverable, as required by Solicitation Number (TORFP #): F50B6400014 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 9 NON-DISCLOSURE AGREEMENT (OFFEROR)**

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.

## ATTACHMENT 10 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, DoIT, (the "Department or Agency"), 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 TELECOMMUNICATIONS BILLING AUDIT: Contract #060B1400006 (Long Distance) TORFP No. F50B6400014 dated \_\_\_\_\_, (the "TORFP") issued under the Consulting and Technical Services procurement issued by the Department or Agency, 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. 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 means (1) any and all information provided by or made available by the State to the TO Contractor in connection with the TO Agreement and (2) any and all personally identifiable information (PII) (including but not limited to personal information as defined in Md. Ann. Code, State Govt. § 10-1301) and protected health information (PHI) that is provided by a person or entity to the TO Contractor in connection with this TO Agreement. 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 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 or Agency, all Confidential Information in its care, custody, control or possession upon request of the Department or Agency 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:
  - a) This Agreement shall be governed by the laws of the State of Maryland;
  - b) The rights and obligations of the TO Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;
  - c) The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
  - d) The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
  - e) Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and
  - f) The Recitals are not merely prefatory but are an integral part hereof.

**TO Contractor/TO Contractor's Personnel:**                      <<TO REQUESTING AGENCY ACRONYM>>:

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 11 TO CONTRACTOR SELF-REPORTING CHECKLIST**

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

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

C) Does each accepted substitution possess equivalent or better education, experience and qualifications than incumbent personnel? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)
Was the substitute approved by the agency in writing? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)
<b>Section 4 – MBE Participation</b>
A) What is the MBE goal as a percentage of the TO value? _____ % (If there is no MBE goal, skip to Section 5)
B) Are MBE reports 2-4A, 2-4B, and 2-5 submitted monthly? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)
C) What is the actual MBE percentage to date? (divide the dollar amount paid to date to the MBE by the total amount paid to date on the TO) _____ % (Example - \$3,000 was paid to date to the MBE subcontractor; \$10,000 was paid to date on the TO; the MBE percentage is 30% ( $3,000 \div 10,000 = 0.30$ ))
Is this consistent with the planned MBE percentage at this stage of the project? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)
Has the Master Contractor expressed difficulty with meeting the MBE goal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If yes, explain the circumstances and any planned corrective actions)
<b>Section 5 – TO Change Management</b>
A) Is there a written change management procedure applicable to this TO? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)
B) Does the change management procedure include the following?  Yes <input type="checkbox"/> No <input type="checkbox"/> Sections for change description, justification, and sign-off Yes <input type="checkbox"/> No <input type="checkbox"/> Sections for impact on cost, scope, schedule, risk and quality (i.e., the impact of change on satisfying TO requirements) Yes <input type="checkbox"/> No <input type="checkbox"/> A formal group charged with reviewing / approving / declining changes (e.g., change control board, steering committee, or management team)
C) Have any change orders been executed? Yes <input type="checkbox"/> No <input type="checkbox"/> (If yes, explain expected or actual impact on TO cost, scope, schedule, risk and quality)
D) Is the change management procedure being followed? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)

SUBMIT AS INSTRUCTED IN TORFP.

**ATTACHMENT 12 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 13 MERCURY AFFIDAVIT**

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.

**ATTACHMENT 14 VETERAN SMALL BUSINESS ENTERPRISE PARTICIPATION (VSBE)  
FOR STATE OF MARYLAND**

The VSBE participation goal for this solicitation is 0%.

**ATTACHMENT 15 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:

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

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

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

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

**CERTIFICATION REGARDING INVESTMENTS IN IRAN**

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

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

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

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

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

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

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

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

**ATTACHMENT 16 SAMPLE WORK ORDER**

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.

**ATTACHMENT 17 CRIMINAL BACKGROUND CHECK AFFIDAVIT**

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.