



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

**Network and Server Support Services**

**CATS+ TORFP # R00B3400096**

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

**ISSUE DATE: FRIDAY, MARCH 14, 2014**

# TABLE OF CONTENTS

<b>SECTION 1 - ADMINISTRATIVE INFORMATION.....</b>	<b>5</b>
1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT .....	5
1.2 TO AGREEMENT .....	5
1.3 TO PROPOSAL SUBMISSIONS .....	5
1.4 ORAL PRESENTATIONS/INTERVIEWS .....	5
1.5 MINORITY BUSINESS ENTERPRISE (MBE) .....	5
1.6 QUESTIONS .....	6
1.7 CONFLICT OF INTEREST.....	6
1.8 NON-DISCLOSURE AGREEMENT.....	6
1.9 LIMITATION OF LIABILITY CEILING.....	6
1.10 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES .....	6
1.11 IRANIAN NON-INVESTMENT.....	7
1.12 LIVING WAGE .....	7
1.13 CHANGE ORDERS .....	7
1.14 TRAVEL REIMBURSEMENT.....	7
1.15 TO PRE-PROPOSAL CONFERENCE .....	7
<b>SECTION 2 – SCOPE OF WORK.....</b>	<b>8</b>
2.1 PURPOSE .....	8
2.2 REQUESTING AGENCY INFORMATION .....	8
2.3 MANAGEMENT ROLES AND RESPONSIBILITIES .....	8
2.4 SYSTEM BACKGROUND AND DESCRIPTION.....	9
2.5 PROFESSIONAL DEVELOPMENT .....	9
2.6 REQUIREMENTS.....	9
2.6.1 TO CONTRACTOR PERSONNEL DUTIES AND RESPONSIBILITIES .....	9
2.6.2 WORK HOURS .....	10
2.6.3 SERVICE LEVEL AGREEMENT.....	11
2.6.4 PERFORMANCE EVALUATION.....	11
2.6.5 PERFORMANCE PROBLEM MITIGATION .....	11
2.7 DELIVERABLES .....	12
2.7.1 DELIVERABLES SUBMISSION PROCESS .....	12
2.7.2 DELIVERABLES DESCRIPTION / ACCEPTANCE CRITERIA.....	13
2.8 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES .....	15
2.9 TO CONTRACTOR COMPANY MINIMUM QUALIFICATIONS.....	15
2.10 TO CONTRACTOR PERSONNEL REQUIRED QUALIFICATIONS .....	15
2.11 INVOICE SUBMISSION .....	17
2.11.1 INVOICE FORMAT .....	17
2.12 MBE PARTICIPATION REPORTS.....	17
2.13 WORK ORDER PROCESS .....	18
<b>SECTION 3 - TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS .....</b>	<b>19</b>
3.1 REQUIRED RESPONSE.....	19
3.2 FORMAT .....	19
<b>SECTION 4 - PROCEDURE FOR AWARDED A TO AGREEMENT.....</b>	<b>22</b>
4.1 EVALUATION CRITERIA .....	22
4.2 TECHNICAL CRITERIA.....	22
4.3 SELECTION PROCEDURES .....	22

4.4	COMMENCEMENT OF WORK UNDER A TO AGREEMENT .....	22
	<b>ATTACHMENT 1 - PRICE PROPOSAL .....</b>	<b>23</b>
	<b>ATTACHMENT 3 - TASK ORDER AGREEMENT.....</b>	<b>39</b>
	<b>ATTACHMENT 4 CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE.....</b>	<b>42</b>
	<b>ATTACHMENT 5 - LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY.....</b>	<b>43</b>
	<b>ATTACHMENT 6 – DIRECTIONS TO THE PRE-TO PROPOSAL CONFERENCE .....</b>	<b>45</b>
	<b>ATTACHMENT 7 – NON-DISCLOSURE AGREEMENT (OFFEROR).....</b>	<b>46</b>
	<b>ATTACHMENT 8 - NON-DISCLOSURE AGREEMENT (TO CONTRACTOR).....</b>	<b>47</b>
	<b>EXHIBIT A TO NON-DISCLOSURE AGREEMENT (TO CONTRACTOR) .....</b>	<b>49</b>
	<b>ATTACHMENT 9 – TO CONTRACTOR SELF-REPORTING CHECKLIST.....</b>	<b>50</b>
	<b>ATTACHMENT 10 – LIVING WAGE AFFIDAVIT OF AGREEMENT .....</b>	<b>52</b>
	<b>ATTACHMENT 11 – AGENCY RECEIPT OF DELIVERABLE FORM.....</b>	<b>53</b>
	<b>ATTACHMENT 12 – AGENCY ACCEPTANCE OF DELIVERABLE FORM.....</b>	<b>54</b>
	<b>ATTACHMENT 13 – SAMPLE WORK ORDER .....</b>	<b>55</b>
	<b>ATTACHMENT 14 – CERTIFICATION REGARDING INVESTMENTS IN IRAN .....</b>	<b>56</b>
	<b>ATTACHMENT 15- PERFORMANCE EVALUATION FORM (PEF) .....</b>	<b>57</b>

## KEY INFORMATION SUMMARY SHEET

This CATS+ TORFP is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. All CATS+ Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. Master Contractors choosing not to submit a proposal shall submit a Master Contractor Feedback form. The form is accessible via your CATS+ Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu. In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS+ RFP issued by the Maryland Department of Information Technology (DoIT) and subsequent Master Contract Project Number 060B2490023, including any amendments.

<b>TORFP Title:</b>	Network and Server Support Services
<b>TO Project Number:</b>	<b>R00B3400096</b>
<b>Functional Area:</b>	Functional Areas 5
<b>TORFP Issue Date:</b>	03/14/2014
<b>Questions Due Date and Time</b>	03/25/2014 no later than 2:00 PM ET
<b>Closing Date and Time:</b>	04/17/2014 no later than 2:00 PM
<b>TORFP Issuing Agency:</b>	Maryland State Department of Education Office of Information Technology
<b>Questions and Proposals are to be sent to:</b>	Dorothy Richburg, Procurement Officer <a href="mailto:drichburg@msde.state.md.us">drichburg@msde.state.md.us</a>
<b>TO Procurement Officer</b>	Dorothy Richburg Office Phone: 410-767-0628 Office Fax: 410-333-2017
<b>TO Manager:</b>	Peter Cevenini/Greg Talley Office Phone: 410-767-8108 Office Fax: 410-333-2017
<b>TO Type:</b>	Time and Materials and Fixed Price based on Work Orders
<b>Period of Performance:</b>	2 years with 3 one- year renewal options
<b>MBE Goal:</b>	25 % with sub-goals for Women-owned of 8 %, African American-owned of 7 % and Hispanic American-owned of 2 %; <b>Balance of 8% to be allocated to any other MBE or added to above</b>
<b>Small Business Reserve (SBR):</b>	No
<b>Primary Place of Performance:</b>	Maryland State Department of Education 200 West Baltimore Street Baltimore, MD 21201
<b>State Furnish Work Site and/or Access to Equipment, Facilities or Personnel:</b>	MSDE Data Center 200 West Baltimore Street Baltimore, MD 21201
<b>TO Pre-Proposal Conference:</b>	Maryland State Department of Education 200 West Baltimore Street, 8 <sup>th</sup> Floor, CR 6/7 Baltimore, MD 21201 Friday, March 28, 2014 @ 10:00 AM ET See Attachment 6 for Directions

# SECTION 1 - ADMINISTRATIVE INFORMATION

## 1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement.

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

## 1.2 TO AGREEMENT

Based upon an evaluation of TO Proposal responses, a Master Contractor will be selected to conduct the work defined in Section 2 - Scope of Work. A specific TO Agreement, Attachment 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 price proposal.

## 1.3 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the date and exact time stated in the Key Information Summary Sheet above. The date and time of submission is determined by the date and time of arrival in the TO Procurement Officer's e-mail box. The TO Proposal is to be submitted via e-mail, not to exceed 8 MB, as two (2) attachments in MS Word format. The "subject" line in the e-mail submission shall state the TORFP #R00B3400096. The first file shall be the TO Proposal technical response to this TORFP and titled, "CATS+ TORFP # R00B3400096 Technical." The second file shall be the financial response to this CATS+ TORFP and titled, "CATS+ TORFP # R00B3400096 Financial." The following proposal documents shall be submitted with required signatures as .PDF files with signatures clearly visible:

- Attachment 1 – Price Proposal
- Attachment 2 - MBE Forms D-1 and D-2
- Attachment 4 - Conflict of Interest Affidavit and Disclosure
- Attachment 10 – Living Wage Affidavit of Agreement
- Attachment 14 – Iranian Certification

## 1.4 ORAL PRESENTATIONS/INTERVIEWS

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

## 1.5 MINORITY BUSINESS ENTERPRISE (MBE)

A Master Contractor that responds to this TORFP shall complete, sign, and submit all required MBE documentation (Attachment 2 - Forms D-1 and D-2) at the time of TO Proposal submittal. **Failure of the Master Contractor to complete, sign, and submit all required MBE documentation at the time of TO Proposal submittal will result in the State's rejection of the Master Contractor's TO Proposal.**

## **1.6 QUESTIONS**

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

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

## **1.7 CONFLICT OF INTEREST**

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

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

## **1.8 NON-DISCLOSURE AGREEMENT**

Certain system documentation may be available for potential Offerors to review at a reading room at 200 West Baltimore Street, Baltimore, MD 21201. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement in the form of Attachment 7. Please contact the TO Procurement Officer of this TORFP to schedule an appointment.

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

## **1.9 LIMITATION OF LIABILITY CEILING**

Pursuant to Section 27 (C) of the CATS+ Master Contract, the limitation of liability per claim under this TORFP shall not exceed the total TO Agreement amount.

## **1.10 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 CATS+ TOs. This process shall typically apply to active TOs for operations, maintenance, and support valued at \$1 million or greater, but all CATS+ TOs are subject to review.

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

### **1.11 IRANIAN NON-INVESTMENT**

All proposals shall be accompanied by a completed Certification Regarding Investments in Iran. A copy of this Certification is included as Attachment 14 of this TORFP.

### **1.12 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. Affidavit of Agreement submitted as part of the Master Contract Agreement in accordance with the CATS+ Master Contract.

A proposal submitted by an Offeror shall be accompanied by a completed Living Wage Affidavit of Agreement. See Attachment 10 for a copy of the Living Wage Affidavit Agreement.

### **1.13 CHANGE ORDERS**

If the TO Contractor is required to perform work beyond the scope of Section 2 of this TORFP, or there is a work reduction due to unforeseen scope changes, a TO Change Order will be initiated. 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.

### **1.14 TRAVEL REIMBURSEMENT**

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

### **1.15 TO PRE-PROPOSAL CONFERENCE**

A pre-proposal conference will be held at the time, date and location indicated on the Key Information Summary Sheet. Attendance at the pre-proposal conference is not mandatory, but all Offerors are encouraged to attend in order to facilitate better preparation of their proposals. Seating at pre-proposal conference will be limited to two (2) attendees per company. Attendees should bring a copy of the TORFP and a business card to help facilitate the sign-in process. The pre-proposal conference will be summarized in writing. As promptly as is feasible subsequent to the pre-proposal conference, the attendance record and pre-proposal summary will be distributed via email to all Master Contractors known to have received a copy of this TORFP.

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

## SECTION 2 – SCOPE OF WORK

### 2.1 PURPOSE

The MSDE/OIT is issuing this CATS+ TORFP to obtain a contract with one (1) Master Contractor to meet MSDE's requirements for labor expertise for Network, Server and Programming Support Services not to exceed 35,000 hours annually as described in this CATS+ TORFP for work on an as needed basis during the term of the contract and in accordance with the Work Order Process in Section 2.13.

As part of the evaluation of the proposal for this TO, **Master Contractors shall propose exactly three (3) named resources** and shall describe in a Staffing Plan how additional resources shall be acquired to meet the needs of the MSDE/OIT. MSDE expects three (3) resources to be available as of the NTP, with the specific scope of work for these resources to be fully defined in a Work Order. MSDE/OIT will initiate a work order to obtain additional resources as required during the performance of the TO.

This CATS+ TORFP is issued to acquire the services of the following CATS+ roles, as defined by individual Work Orders:

- Senior Database Manager (one available as of NTP)
- Senior Network Engineer(one available as of NTP)
- Senior System Analyst (one available as of NTP)
- Senior Systems Engineer
- Senior Computer Security Systems Specialist
- Technical Writer
- Project Manager

MSDE/OIT intends to award this Task Order to one (1) Master Contractor that proposes a team of resources and a Staffing Plan that can satisfy the TO requirements.

### 2.2 REQUESTING AGENCY INFORMATION

The MSDE has a multitude of smaller business units that perform a variety of functions associated with a comprehensive correctional system. MSDE also interacts with various local, State, and federal agencies. The OIT is responsible for all aspects of Information Technology and Communications within MSDE. This includes deploying, maintaining, and administering all computer, network, and communication functions. OIT is also responsible for establishing connectivity to several OIT maintained criminal justice databases for outside agencies (State, County, and federal). All connectivity is handled via closed circuits or virtual private network (VPN) tunnels via the Internet. In all cases, criminal data transfer and communications is encrypted.

### 2.3 MANAGEMENT ROLES AND RESPONSIBILITIES

- TO Procurement Officer** - The MSDE staff person named in the Key Information Summary Sheet responsible for managing the procurement process resulting in a TO Agreement for TO Contractor personnel.
- TO Manager** - The TO Manager for this procurement will be the Chief Information Officer (CIO). The CIO is responsible for overseeing the work required under the TO Agreement and approval of deliverables;
- TO Contractor** - A Master Contractor awarded a TO Agreement for TO Contractor Personnel. The TO Contractor(s) shall provide the TO Contractor personnel and shall report to the TO Manager.



- D) **TO Contractor personnel** - The personnel assigned by the TO Contractor for staffing services according to this TORFP, reporting to the TO Manager.

## **2.4 SYSTEM BACKGROUND AND DESCRIPTION**

MSDE provides a variety of networking and client service resources using primarily a Microsoft Windows environment and Cisco routers and switches. Microsoft's Active Directory provides a directory of all users and most technology resources supporting the department. Remote user access over the Internet is provided by a VPN using Cisco VPN. A Microsoft Exchange Server provides email, calendar, contact, task, public folder, and other services. Mission-critical databases are hosted by Microsoft SQL and Oracle databases. MSDE's web content is managed using a Microsoft Content Management Server 2002 on a Windows 2003 Server.

Web-based document management is provided by Xerox DocuShare and Microsoft SharePoint hosted on a Microsoft Windows 2003 and 2008 Servers. Rhumba is the terminal emulation software that provides access to the State of Maryland Financial Management Information System (FMIS) and is hosted on a Windows 2003 Server that connects via the Statewide Government Intranet managed by Network Maryland. Symantec Enterprise Antivirus software provides agency protection from computer virus and adware. Active Server Pages provides correspondence management and Commvault is the backup software utilized. MSDE participates in Maryland Enterprise Architecture Repository (EAR) and will continue to do so as requested.

## **2.5 PROFESSIONAL DEVELOPMENT**

Networking technology and software products continuously change. The TO Contractor shall ensure continuing education opportunities for the personnel provided. This education would be associated with the technologies currently utilized by MSDE or anticipated to be implemented by MSDE in the near future. With MSDE's prior approval, the time allocated to these continuing education activities for staff deployed to MSDE on a full-time basis may be charged to this task order. Actual course costs are the responsibility of the TO Contractor.

## **2.6 REQUIREMENTS**

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

#### **Recurring Daily / Weekly / Monthly Duties**

On an as-needed basis, MSDE/OIT will require a resource in the appropriate labor category to perform the services listed in this section. The TO Manager will initiate work order requests to complete critical MSDE/OIT projects that affect daily Departmental operations. Please note that the below is a sample of possible tasks required. Work Orders will provide the detail tasks requirements for support under these areas:

#### Database Management:

- A) Identify and resolve performance problems involving the applications databases and associated hardware.
- B) Work with network support staff to troubleshoot connectivity issues.
- C) Define system specifications, analyze malfunctions and develops solutions.
- D) Assure maximum utilization of existing hardware and resources.
- E) Establish and maintain operational procedures and practices.
- F) Maintain database security.
- F) Develop and monitor backup strategies.

- G) Manage, plan, and configure data view for front-end processes.
- H) Assist in setting long-range plans and goals for performance.
- I) Design, update and implement new scripts and applications.
- J) Provide operational and technical guidance as required.
- K) Interact with developers on SQL, Oracle and DB2 support teams.
- M) Develop and update reports using Cognos ® reporting tools.
- N) Manage and support the entire data integration lifecycle using Informatica ®.
- O) Develop and update reports using Microsoft Crystal Report and SQL Report.

**Network and Servers Support:**

1. The TO Contractor shall modify configurations on current servers, routers, firewalls, and switches
2. The TO Contractor shall set-up and configure new servers, routers, firewalls, and switches
3. The TO Contractor shall install Linux and Microsoft 2003-2008 Operating Systems
4. The TO Contractor shall perform health checks, maintenance, optimization and support for VMware server infrastructure
5. The TO Contractor shall modify and create new updates rules using Microsoft SSMS
6. The TO Contractor shall perform Active Directory maintenance, optimization, and support
7. The TO Contractor shall troubleshoot issues with existing network, routers, switches, servers, or firewall configurations

**Backup / Disaster Recovery Support:**

1. The TO Contractor shall perform backups of the web, application, and database servers on a regular basis. This shall include daily incremental backups and full weekly backups of all volumes of servers.
2. The TO Contractor shall retain daily backups for one month, and weekly backups shall be retained for two years.
3. The TO Contractor shall store daily backups off-site at TO Contractor facility.
4. The TO Contractor shall perform system backups for identified servers on a quarterly basis, with two additional during the year, for a total of six system backups per server.

**Project Management and Documentation:**

1. The TO Contractor shall be responsible to project management as specified by network support disaster recovery needs.
2. 14. The TO Contractor shall provide technical documentation of project implementation, system procedures and operating instructions.

**2.6.2 WORK HOURS**

- A) The TO Contractor’s assigned personnel shall be on call Monday through Friday during normal business hours (8:00 AM – 5:00 PM) during the lifespan of this contract. Days or hours outside of this schedule can be accommodated, but MSDE will give prior notice of this in writing at least ten (10) days prior to the actual need.
- B) The TO Contractor’s assigned personnel shall work an eight-hour day (8:00 AM to 5:00 PM), Monday through Friday except for State holidays. Once assigned, and personnel have demonstrated an understanding of the MSDE infrastructure, they shall also be required to participate in a rotating emergency on-call schedule, providing non-business hours support. Typically, personnel assigned to MSDE network engineering services are required to be on-

call 24 hours a day for a seven-day period, one week out of every four to five weeks.

- C) Services may also include some evening and/or weekend hours performing planned system upgrades in addition to core business-day hours. Hours performing system upgrades would be billed on actual time worked at the rates proposed.

### 2.6.3 SERVICE LEVEL AGREEMENT

Service Level	Priority	Phone Response	On-Site Response	Resolution Time	Response Availability	Comments
3	Urgent	15 minutes	1 hour		7 days/week, 24 hrs a day	
2	High	1 hour	4 hours		7 days/week, 24 hrs a day	
1	Normal	1 hour	1 work day		5 days/week, Mon-Fri, 8AM-5PM	On-site response to calls after 1PM may be by 9AM the next morning

**Urgent - severe or catastrophic adverse effect on MSDE operations, assets, or individuals.**

**High – serious adverse effect on operations, assets, or individuals.**

**Normal – limited adverse effect on operations, assets, or individuals.**

### 2.6.4 PERFORMANCE EVALUATION

TO Contractor personnel will be evaluated by the TO Manager on a quarterly basis for each assignment performed during that period. The established performance evaluation and standards is included as Attachment 15

### 2.6.5 PERFORMANCE PROBLEM MITIGATION

At any time during the task order, should the TO Contractor Personnel exhibit unsatisfactory work performance as per a TO Contractor Personnel Performance Rating of “unsatisfactory” for any of the rating areas, as determined by the TO Manager, MSDE may pursue the following mitigation procedures prior to requesting a replacement employee:

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

### 2.6.6 SUBSTITUTION OF PERSONNEL

Substitutions shall have equal or better qualifications compared to the incumbent. The substitution of personnel procedures is as follows.

1. The TO Contractor may not substitute personnel without the prior approval of the agency.
2. To replace any personnel, the TO Contractor shall submit resumes of the proposed

- personnel specifying their intended approved labor category.
3. All proposed substitute personnel shall have qualifications equal to or better than those of the replaced personnel and shall be approved by the TO Manager.
  4. The TO Manager shall have the option to interview the proposed substitute personnel.
  5. After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the requested substitution.

## **2.7 DELIVERABLES**

### **2.7.1 DELIVERABLES SUBMISSION PROCESS**

MSDE/OIT required deliverables are defined below. Within each task, the TO Contractor may suggest other subtasks or deliverables to improve the quality and success of the project. The TO Contractor shall refer to the Maryland System Development Life Cycle (SDLC) document for the format of the deliverables (See [www.doitmaryland.gov](http://www.doitmaryland.gov), keyword SDLC).

For each written deliverable, draft and final, the TO Contractor shall submit to the TO Manager one hard copy and one electronic copy compatible with Microsoft Office 2003, Microsoft Project 2003 and/or Visio 2003. A draft written deliverable may contain limited structural errors such as poor grammar, misspellings or incorrect punctuation, but shall:

- Be presented in a format appropriate for the subject matter and depth of discussion.
- Be organized in a manner that presents a logical flow of the deliverable's content.
- Represent factual information reasonably expected to have been known at the time of submittal.
- Present information that is relevant to the section of the deliverable being discussed.
- Represent a significant level of completeness towards the associated final written deliverable that supports a concise final deliverable acceptance process.

Upon completion of a deliverable, the TO Contractor shall document each deliverable in final form to the TO Manager for acceptance. The TO Contractor shall memorialize such delivery in an Agency Receipt of Deliverable Form (Attachment 11). The TO Manager shall countersign the Agency Receipt of Deliverable Form indicating receipt of the contents described therein.

Upon receipt of a final deliverable, the TO Manager shall commence a review of the deliverable as required to validate the completeness and quality in meeting requirements. Upon completion of validation, the TO Manager shall issue to the TO Contractor notice of acceptance or rejection of the deliverables in an Agency Acceptance of Deliverable Form (Attachment 12). Accepted deliverables shall be invoiced within 30 days in the applicable invoice format (Reference 2.12 Invoice Submission). In the event of rejection, the TO Contractor shall correct the identified deficiencies or non-conformities. Subsequent project tasks may not continue until deficiencies with a deliverable 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. Once the State's issues have been addressed and resolutions are accepted by the TO Manager, the TO Contractor will incorporate the resolutions into the deliverable and resubmit the deliverable for acceptance.

A written deliverable defined as a final document shall satisfy the scope and requirements of this TORFP for that deliverable. Final written deliverables shall not contain structural errors such as poor grammar, misspellings or incorrect punctuation, and shall:

- Be presented in a format appropriate for the subject matter and depth of discussion.
- Be organized in a manner that presents a logical flow of the deliverable’s content.
- Represent factual information reasonably expected to have been known at the time of submittal.
- Present information that is relevant to the section of the deliverable being discussed.

**2.7.2 DELIVERABLES DESCRIPTION / ACCEPTANCE CRITERIA**

Other Deliverables will be defined within individual Work Orders, or as assigned by the TO Manager.

ID	DELIVERABLE DESCRIPTION	ACCEPTANCE CRITERIA	DUE DATE / FREQUENCY
2.7.2.1	User and System Documentation	<p>The TO Contractor shall deliver User and System Documentation in (Word ).This documentation shall:</p> <ul style="list-style-type: none"> <li>• List the prerequisites for each feature.</li> <li>• Illustrate each feature of the product in a context recognizable to readers.</li> <li>• Lead the reader in small steps from simple uses to complex uses.</li> <li>• Cross-reference between high-level concepts (like user tasks and programming models) and lower-level concepts (like system prerequisites and product features).</li> <li>• Reflect changes in the product through its lifetime.</li> <li>• Use terms appropriate for its readers.</li> <li>• Offer the right amount of general background information.</li> <li>• Use a format and a layout on the page or screen that it is easy to follow.</li> <li>• Remain free of typographical errors and other problems that lie in the gap between the material that can be formally reviewed and the actual printed material.</li> </ul>	Due one week after end of a Work Order
2.7.2.2	Weekly Status Report	<p>The TO Contractor shall deliver Weekly Status Reports in (Word or PDF).These Reports shall include the following:</p> <ul style="list-style-type: none"> <li>• TO Requesting Agency name, TO Agreement number, functional area name and number, reporting period and “Progress Report” to be included in the e-mail subject line.</li> <li>• Work accomplished during the monthly period.</li> <li>• Deliverable progress, as a percentage of completion.</li> <li>• Problem areas, including scope creep or deviation from the work plan.</li> </ul>	Due 1 day in advance prior to the discussion to the TO Manager

		<ul style="list-style-type: none"> <li>Planned activities for the next reporting period.</li> <li>Gantt chart updated from the original to show actual progress; as applicable, explanations for variances and plan for completion on schedule.</li> <li>An accounting report for the current reporting period and a cumulative summary of the totals for both the current and previous reporting periods. The accounting report shall include amounts invoiced-to-date and paid-to-date.</li> <li>Assigned work efforts and status (completed, in progress, on-hold) and issues identified.</li> <li>Emergency work efforts and issues identified.</li> </ul>	
2.7.2.4	Vulnerability Assessments Reports	<p><b>Vulnerability Assessments Support:</b></p> <ol style="list-style-type: none"> <li>The TO Contractor shall perform security vulnerability assessments of specified network and server devices using the TO Contractor provided tools</li> <li>The TO Contractor shall perform vulnerability assessment reports. The vulnerability assessments shall: <ol style="list-style-type: none"> <li>Catalog assets and capabilities (resources) in a system.</li> <li>Assign quantifiable value (or at least rank order) and importance to those resources</li> <li>Identify the vulnerabilities or potential threats to each resource</li> <li>Mitigating or eliminating the most serious vulnerabilities for the most valuable resources</li> </ol> </li> </ol>	TBD
2.7.2.5	Work Breakdown Structure (WBS)	<p>WBS shall be made in Microsoft Project and shall include:</p> <ul style="list-style-type: none"> <li>Detailed work plan with milestones and associated deliverables and project work effort to accomplish each milestone</li> </ul>	NTP + 3 Business Days (per work order)

## 2.8 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES

The TO Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology 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 project execution. The following policies, guidelines and methodologies can be found at <http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx> under “Policies and Guidance.” These may include, but are not limited to:

- The State’s SDLC methodology
- The State Information Technology Security Policy and Standards
- The State of Maryland Enterprise Architecture.

## 2.9 MINIMUM QUALIFICATIONS

### 2.9.1 OFFEROR COMPANY MINIMUM QUALIFICATIONS

The following minimum qualifications are mandatory. The Master Contractor shall be capable of furnishing all necessary services required to successfully complete all tasks and work requirements and produce high quality deliverables described herein. The Master Contractor shall demonstrate, in its proposal, that it possesses such expertise in-house or has fostered strategic alliances with other firms for providing such services:

- Master Contractor firm shall have one project in the last five years where they have provided IT support for an organization with an excess of 10,00 users.
- 

### 2.9.2 OFFEROR PERSONNEL MINIMUM QUALIFICATIONS

For the personnel proposed under this TORFP, the Master Contractor’s proposed resources must meet all minimum qualifications for the labor category proposed, as identified in the CATS + Master Contract Section 2.10 plus the following minimum qualifications.

Master Contractors shall propose exactly three (3) resources: Senior Database Manager, Senior Network Engineer, Senior System Analyst.

### **Qualifications for Senior Network Engineer, Senior Systems Engineer, Senior System Analyst, Senior Computer Security Systems Specialist**

The TO Contractor shall have staff which collectively shall meet the required minimum qualifications (years of experience by type) for performing network services on this contract which includes:

#### **Operating Systems/Software**

- Microsoft Windows Server 2000, Windows Server 2003 or Windows Server 2008– Minimum of three (3) years of experience of one of the above
- Microsoft SQL Server 2000+ (within a SQL Server Cluster) – Minimum of four (4) years of experience
- Microsoft Domain Controllers, DHCP, IIS, and Active Directory Servers – Minimum of five (5) years of experience
- Microsoft Exchange Server 2003 & 2010 (clustered environment) – Minimum of four (4) years of experience of either but must have been in a clustered environment
- Microsoft SharePoint - Minimum of four (4) years any SharePoint versions and at least one (1) year of experience with SharePoint 2010
- Oracle Database – Minimum of five (5) years of experience

- IBM VMWare in a Blade Server Environment – Minimum of four (4) years of experience
- AIX – Minimum of three (3) years of experience
- Citrix in a Server Farm Environment – Minimum of three (3) years of experience
- HP Openview – Minimum of three (3) years of experience
- ISA – Minimum of three (3) years of experience
- WINS – Minimum of three (3) years of experience
- WSUS – Minimum of three (3) years of experience
- Symantec Anti-Virus – Minimum of three (3) years of experience
- NetOp – Minimum of three (3) years of experience
- VMware VCP Certified (current certification)
- Linux Red Hat – Minimum of three (3) years of experience

#### **Hardware**

- Dell Servers (various models) - Minimum of three (3) years of experience
- EMC CX380 SAN Environment – Minimum of three (3) years of experience
- EMC VNX Unified Storage – Minimum of three (3) years of experience
- ACE Modules/SSL appliances – Minimum of three (3) years of experience
- Avamar – Minimum of three (3) years of experience

#### **Security**

- CISCO Routers and Switches (configuration) – Minimum of three (3) years
- Checkpoint Firewalls (configuration) – Minimum of three (3) years
- ASA Firewall (configurations) - Minimum of three (3) years
- TCP/IP Implementation and Configuration – Minimum of five (5) years

## **2.10 TO CONTRACTOR PERSONNEL REQUIRED QUALIFICATIONS**

### **Required Qualifications for Senior Database Manager**

The following minimum qualifications (years of experience by type) are required by the Senior Database Manager performing database services on this contract:

#### **The following skill sets require at least three (3) years of experience:**

- Oracle Architecture Scripting in SQL, PL/SQL
- SQL / Oracle, SOAP, Web services, SOA, UML
- Oracle Database 10g & Oracle9i, PL/SQL, Forms

### **Required Qualifications for Technical Writer**

#### **The following skill sets require at least three (3) years of experience:**

- Developing system documentation
- Writing security specifications
- Developing standard operating procedures
- Developing agency security policy and procedures



## **Required Qualifications for Project Manager**

**The following skill sets require at least three (3) years of experience:**

- Overall management of projects, operations , planning and successful implementation of IT projects that were on-time and on-budget
- Oversight in the development of planning and analytical resources to monitor project performance

### **2.11 INVOICE SUBMISSION**

Invoices will be submitted by the TO Contractor on a monthly basis by the 15th business day of each month for all work completed in the previous month. Invoices for O&M work shall be submitted within the first five (5) business days of each month for the work performed in the previous month.

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

#### **2.11.1 INVOICE FORMAT**

- A) A proper invoice shall identify MSDE, labor category, associated TO Agreement number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number.
- B) The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees, including detail of work hours) submitted for payment to MSDE at the following address:

Maryland State Department of Education (MSDE)  
Attention: Accounts Payable  
200 West Baltimore Street  
Baltimore, MD 21201

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

### **2.12 MBE PARTICIPATION REPORTS**

Monthly reporting of MBE participation is required in accordance with the terms and conditions of the CATS+ Master Contract by the 15<sup>th</sup> day of each month. The TO Contractor shall provide a completed MBE Participation form (Attachment 2, Form D-5) to MSDE at the same time the invoice copy is sent. The TO Contractor shall ensure that each MBE Subcontractor provides a completed MBE Participation Form (Attachment 2, Form D-6). Subcontractor reporting shall be sent directly from the subcontractor to MSDE. MSDE will monitor both the TO Contractor’s efforts to achieve the MBE participation goal and

compliance with reporting requirements. The TO Contractor shall email all completed forms, copies of invoices and checks paid to the MBE directly to the TO Procurement Officer and TO Manager.

### **2.13 WORK ORDER PROCESS**

The MSDE shall submit Work Orders for all requested work from the TO Contractor (Attachment 13). The work order process for the MSDE is as follows:

- A. The TO Manager shall e-mail a Work Order (See Attachment 13) request to the TO Contractor to provide services. The request may include be a fixed price or time and materials Work Order:
  - technical requirements and description of the services needed;
  - performance objectives and/or deliverables, as may be applicable;
  - due date and time for submitting a response to the request;
  - performance testing period; and
  - Other specific information as requested from the TO Contractor.
- B. The TO Contractor shall e-mail a response to the TO Manager within the specified time and include at a minimum:
  - A response that details the TO Contractor's understanding of the requirement/work;
  - A description of the proposed work plan in narrative format including time schedules, and if required a Work Breakdown Structure (WBS) chart. This description shall include a schedule of resources including proposed subcontractors and related tasks, including an explanation of how tasks will be completed.
  - Identification of those activities or phases that can be completed independently or simultaneously versus those that shall be completed before another activity or phase can commence.  
The personnel resources, including those of subcontractors, and estimated hours to complete the task. TO Manager has the right to request an interview of proposed resources.
- C. The TO Manager will review the response and will either approve the work or contact the TO Contractor to obtain additional information, clarification or revision to the work. If satisfied, the TO Manager will then email the TO Contractor with approval to proceed.

# SECTION 3 - TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

## 3.1 REQUIRED RESPONSE

Each Master Contractor receiving this CATS+ TORFP shall respond within the submission time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one of two possible responses: 1) a proposal; or 2) a completed 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 your CATS+ Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu.

## 3.2 FORMAT

If a Master Contractor elects to submit a TO Proposal, the Master Contractor shall do so in conformance with the requirements of this CATS+ TORFP. The TO Proposal shall provide the following in order:

### 3.2.1 TO TECHNICAL PROPOSAL

#### A) Proposed Services

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

#### B) Proposed Personnel

- 1) Identify and provide resumes for all proposed personnel by labor category. **Propose exactly three (3) resources.**
- 2) Certification that all proposed personnel meet the minimum required qualifications and possess the required certifications in Section 2.9.2.
- 3) Complete and provide at the interview, Attachment 5 – Labor Classification Personnel Resume Summary.
- 4) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TO Agreement.

#### C) Staffing Management Plan

- 1) Provide a Staffing Management Plan that demonstrates how the Offeror will provide resources in addition to the personnel proposed 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 Work Order 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 Task Order/Work Order

D) MBE Participation

Submit completed MBE documents Attachment 2 - Forms D-1 and D-2.

E) Subcontractors

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

F) Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide three examples of work assignments that the proposed personnel have completed that were similar in scope to the one defined in this TORFP. Each of the three examples, to be provided at the interview, shall include a reference complete with the following:
  - a) Name of organization.
  - b) Name, title, e-mail, and telephone number of point-of-contact for the reference.(point of contact shall be accessible and knowledgeable regarding work performed)
  - c) Type and duration of contract(s) supporting the reference.
  - d) The services provided, scope of the contract and performance objectives satisfied as they relate to the scope of this TORFP.
  - e) Whether the proposed personnel are still providing these services and, if not, an explanation of why services are no longer provided to the client organization.
- 2) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any government entity of the State of Maryland. For each identified contract, the Master Contractor shall provide:
  - a) The State contracting entity,
  - b) A brief description of the services/goods provided,
  - c) The dollar value of the contract,
  - d) The term of the contract,
  - e) Whether the contract was terminated prior to the specified original contract termination date,
  - f) Whether any available renewal option was not exercised,
  - g) The State employee contact person (name, title, telephone number and e-mail address).

G) State Assistance

Provide an estimate of expectation concerning participation by State personnel.

## H) Confidentiality

A Master Contractor shall 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, shall not be disclosed by the State under the Public Information Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. Contractors are advised that, upon request for this information from a third party, the TO Procurement Officer will be required to make an independent determination regarding whether the information may be disclosed.

### **3.2.2 TO FINANCIAL PROPOSAL**

- A) A description of any assumptions on which the Master Contractor's TO Financial Proposal is based (Assumptions shall not constitute conditions, contingencies, or exceptions to the price proposal).
- B) Completed Price Proposal - Attachment 1 including:  
The Master Contractor shall indicate on Attachment 1 the appropriate Labor Category being proposed, and the Fixed Hourly Labor Category Rate. Proposed rates are fully loaded and not to exceed the rates defined in the Master Contract. Prices shall be valid for 120 days.

## **SECTION 4 - PROCEDURE FOR AWARDING A TO AGREEMENT**

### **4.1 EVALUATION CRITERIA**

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

### **4.2 TECHNICAL CRITERIA**

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

- The Master Contractor's proposed solution and understanding of the TORFP Scope of Work based on the required response in Section 3.2.1.A.1.
- Personnel experience required in Section 3.2.1.B.
- The Master Contractor and Subcontractor Resources Experience and Capabilities as specified in Section 3.2.1.E.1.
- The Master Contractor's Staffing Plan as specified in Section 3.2.1.C.

### **4.3 SELECTION PROCEDURES**

- 4.3.1 TO Proposals will be assessed throughout the evaluation process for compliance with the minimum qualifications in Section 2.9 and quality of responses to Section 3.2.1 of the TORFP. Master Contractor proposals that fail to meet the minimum qualifications will be deemed not reasonably susceptible for award, i.e., disqualified and their proposals eliminated from further consideration.
- 4.3.2 TO Proposals deemed technically qualified will have their financial proposal considered. All others will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.
- 4.3.3 The State will conduct interviews of all personnel proposed in each TO Proposal that meets minimum qualifications.
- 4.3.4 If the evaluation committee determines the Interviewee is unable to correctly respond to the technical questions, the vendor will be determined non-susceptible of award and financials will not be considered.
- 4.3.5 Qualified TO Financial Proposals will be reviewed and ranked from lowest to highest price proposed.
- 4.3.6 The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, technical merit has greater weight than price.

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

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

## ATTACHMENT 1 - PRICE PROPOSAL

### Network and Server Support Services

PRICE PROPOSAL FOR CATS+ TORFP #R00P3400096

#### LABOR CATEGORIES

The total class hours (Column B) are not to be construed as “guaranteed” hours; the total number of hours is an estimate only for purposes of price proposal evaluation. All work performed under this TO shall be performed under a Work Order. The scope of each Work Order shall define the hours and/or scope of work.

A year for this task order shall be calculated as one calendar year from NTP. **Labor Rate Maximums:** The maximum labor rate that may be proposed for any CATS+ Labor Category shall not exceed the maximum for the CATS+ Master Contract year in effect on the TO Proposal due date.

Labor Categories	A	B	C
	Hourly Labor Rate	Total Estimated Class Hours Annually	Total Proposed CATS+ TORFP Price
<b>Year 1</b>			
Senior Database Manager (for any individual with this labor category)	\$	2080	\$
Senior Network Engineer (for any individual with this labor category)	\$	2080	\$
Senior System Analyst (for any individual with this labor category)	\$	2080	\$
Senior Systems Engineer	\$	2080	\$
Senior Computer Security Systems Specialist	\$	1000	\$
Technical Writer	\$	1000	\$
Project Manager	\$	2000	\$
<b>Year 1 Total</b>			<b>\$</b>
<b>Year 2</b>			
Senior Database Manager (for any individual with this labor category)	\$	2080	\$
Senior Network Engineer (for any individual with this labor category)	\$	2080	\$
Senior System Analyst (for any individual with this labor category)	\$	2080	\$
Senior Systems Engineer	\$	2080	\$
Senior Computer Security Systems Specialist	\$	1000	\$
Technical Writer	\$	1000	\$
Project Manager	\$	2000	\$
<b>Year 2 Total</b>			<b>\$</b>

<b>Year 3 (Option Year 1)</b>			
Senior Database Manager (for any individual with this labor category)	\$	2080	\$
Senior Network Engineer (for any individual with this labor category)	\$	2080	\$
Senior System Analyst (for any individual with this labor category)	\$	2080	\$
Senior Systems Engineer	\$	2080	\$
Senior Computer Security Systems Specialist	\$	1000	\$
Technical Writer	\$	1000	\$
Project Manager	\$	2000	\$
<b>Year 3 Total</b>			\$
<b>Year 4 (Option Year 2)</b>			
Senior Database Manager (for any individual with this labor category)	\$	2080	\$
Senior Network Engineer (for any individual with this labor category)	\$	2080	\$
Senior System Analyst (for any individual with this labor category)	\$	2080	\$
Senior Systems Engineer	\$	2080	\$
Senior Computer Security Systems Specialist	\$	1000	\$
Technical Writer	\$	1000	\$
Project Manager	\$	2000	\$
<b>Year 4 Total</b>			\$
<b>Year 5 (Option Year 3)</b>			
Senior Database Manager (for any individual with this labor category)	\$	2080	\$
Senior Network Engineer (for any individual with this labor category)	\$	2080	\$
Senior System Analyst (for any individual with this labor category)	\$	2080	\$
Senior Systems Engineer	\$	2080	\$
Senior Computer Security Systems Specialist	\$	1000	\$
Technical Writer	\$	1000	\$
Project Manager	\$	2000	\$
<b>Year 5 Total</b>			\$
<b>Total Evaluated Price (Years 1-5)</b>			\$



# Network and Server Support Services

PRICE PROPOSAL FOR CATS+ TORFP #R00P3400096

## SUMMARY

PERIOD	TOTAL EVALUATED COST
YEAR ONE	\$
YEAR TWO	\$
OPTION YEAR ONE	\$
OPTION YEAR TWO	\$
OPTION YEAR THREE	\$
<b>TOTAL</b>	\$

VENDOR'S NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE AND ZIP CODE \_\_\_\_\_

TELEPHONE NO. \_\_\_\_\_ FAX NO. \_\_\_\_\_

FIN \_\_\_\_\_ DUNS NO \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

SIGNATURE \_\_\_\_\_

PRINTED NAME \_\_\_\_\_

TITLE \_\_\_\_\_ DATE \_\_\_\_\_

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

## **ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS**

### **TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING REQUIREMENTS**

**CATS+ TORFP # R00B3400096**

These instructions are meant to accompany the customized reporting forms sent to you by the TO Manager. If, after reading these instructions, you have additional questions or need further clarification, please contact the TO Manager immediately.

As the TO Contractor, you have entered into a TO Agreement with the State of Maryland. As such, your company/firm is responsible for successful completion of all deliverables under the contract, including your commitment to making a good faith effort to meet the MBE participation goal(s) established for TORFP. Part of that effort, as outlined in the TORFP, includes submission of monthly reports to the State regarding the previous month's MBE payment activity. Reporting forms D-5 (TO Contractor Paid/Unpaid MBE Invoice Report) and D-6 (Subcontractor Paid/Unpaid MBE Invoice Report) are attached for your use and convenience.

The TO Contractor must complete a separate Form D-5 for each MBE subcontractor for each month of the contract and submit one copy to each of the locations indicated at the bottom of the form. The report is due no later than the 15<sup>th</sup> of the month following the month that is being reported. For example, the report for January's activity is due no later than the 15<sup>th</sup> of February. With the approval of the TO Manager, the report may be submitted electronically. Note: Reports are required to be submitted each month, regardless of whether there was any MBE payment activity for the reporting month.

The TO Contractor is responsible for ensuring that each subcontractor receives a copy (e-copy of and/or hard copy) of Form D-6. The TO Contractor should make sure that the subcontractor receives all the information necessary to complete the form properly, i.e., all of the information located in the upper right corner of the form. It may be wise to customize Form D-6 (upper right corner of the form) for the subcontractor the same as the Form D-5 was customized by the TO Manager for the benefit of the TO Contractor. This will help to minimize any confusion for those who receive and review the reports.

4. It is the responsibility of the TO Contractor to make sure that all subcontractors submit reports no later than the 15<sup>th</sup> of each month, regardless of whether there was any MBE payment activity for the reporting month. Actual payment data is verified and entered into the State's financial management tracking system from the subcontractor's D-6 report only. Therefore, if the subcontractor(s) do not submit their D-6 payment reports, the TO Contractor cannot and will not be given credit for subcontractor payments, regardless of the TO Contractor's proper submission of Form D-5. The TO Manager will contact the TO Contractor if reports are not received each month from either the prime contractor or any of the identified subcontractors. The TO Contractor must promptly notify the TO Manager if, during the course of the contract, a new MBE subcontractor is utilized. Failure to comply with the MBE contract provisions and reporting requirements may result in sanctions, as provided by COMAR 21.11.03.13.

**D-1 MDOT Certified MBE Utilization and Fair Solicitation Affidavit**

*(submit with bid or offer)*

This document **MUST BE** included with the bid or offer. If the Bidder or Offeror fails to complete and submit this form with the bid or offer as required, the procurement officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

In conjunction with the bid or offer submitted in response to Solicitation No. \_\_\_\_\_, I affirm the following:

1.  I acknowledge and intend to meet the overall certified Minority Business Enterprise (MBE) participation goal of \_\_\_\_ percent and, if specified in the solicitation, the following subgoals (complete for only those subgoals that apply):
- |                                |                             |
|--------------------------------|-----------------------------|
| ____ percent African American  | ____ percent Asian American |
| ____ percent Hispanic American | ____ percent Woman-Owned    |
- Therefore, I will not be seeking a waiver pursuant to COMAR 21.11.03.11.

**OR**

- I conclude that I am unable to achieve the MBE participation goal and/or subgoals. I hereby request a waiver, in whole or in part, of the overall goal and/or subgoals. Within 10 business days of receiving notice that our firm is the apparent awardee, I will submit all required waiver documentation in accordance with COMAR 21.11.03.11.
2. I understand that if I am notified that I am the apparent awardee of a TORFP, I must submit the following additional documentation as directed in the TORFP.
- (a) MBE Participation Schedule (D-2)
  - (b) Outreach Efforts Compliance Statement (D-3)
  - (c) Subcontractor Project Participation Certification (D-4)
  - (d) Any other documentation, including D-7 waiver documentation, if applicable, required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal.

I understand that if I fail to return each completed document within the required time, the Procurement Officer may determine that I am not responsible and therefore not eligible for contract award. If the contract has already been awarded, the award is voidable.

3. In the solicitation of subcontract quotations or offers, MBE subcontractors were provided not less than the same information and amount of time to respond as were non-MBE subcontractors.
4. Set forth below are the (i) certified MBEs I intend to use and (ii) the percentage of the total contract amount allocated to each MBE for this project and the items of work each MBE will provide under the contract. I hereby affirm that the MBE firms are only providing those items of work for which they are MDOT certified.

I solemnly affirm under the penalties of perjury that the contents of this Affidavit are true to the best of my knowledge, information, and belief.

\_\_\_\_\_  
Bidder/Offeror Name

*(PLEASE PRINT OR TYPE)*

\_\_\_\_\_  
Signature of Affiant

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

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

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

**SUBMIT THIS AFFIDAVIT WITH TO TECHNICAL PROPOSAL**

### Attachment D-2 MBE Participation Schedule

<b>Prime Contractor:</b> <small>(Firm Name, Address, Phone)</small>	<b>Project Description:</b>
<b>Project Number:</b>	

#### List Information For Each Certified MBE Subcontractor On This Project

<b>Minority Firm Name</b>	<b>MBE Certification Number</b>
<b>FEIN</b> Identify the Applicable Certification Category (For Dually Certified Firms, Check Only One Category)	
<input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Other	
Percentage of Total Contract Value to be provided by this MBE _____%	
Description of Work to Be Performed:	
<b>Minority Firm Name</b>	<b>MBE Certification Number</b>
<b>FEIN</b> Identify the Applicable Certification Category (For Dually Certified Firms, Check Only One Category)	
<input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Other	
Percentage of Total Contract Value to be provided by this MBE _____%	
Description of Work to Be Performed:	
<b>Minority Firm Name</b>	<b>MBE Certification Number</b>
<b>FEIN</b> Identify the Applicable Certification Category (For Dually Certified Firms, Check Only One Category)	
<input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Other	
Percentage of Total Contract Value to be provided by this MBE _____%	
Description of Work to Be Performed:	
<b>Minority Firm Name</b>	<b>MBE Certification Number</b>
<b>FEIN</b> Identify the Applicable Certification Category (For Dually Certified Firms, Check Only One Category)	
<input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Other	
Percentage of Total Contract Value to be provided by this MBE _____%	
Description of Work to Be Performed:	

Continue on a separate page, if needed.

***SUMMARY***

Total <i>African-American</i> MBE Participation:	_____ %
Total <i>Asian American</i> MBE Participation:	_____ %
Total <i>Hispanic American</i> MBE Participation:	_____ %
Total Woman-Owned MBE Participation:	_____ %
Total <i>Other</i> Participation:	_____ %
<b>Total All MBE Participation:</b>	<b>_____ %</b>

I solemnly affirm under the penalties of perjury that the contents of this Affidavit are true to the best of my knowledge, information, and belief.

\_\_\_\_\_  
Bidder/Offeror Name  
(PLEASE PRINT OR TYPE)

\_\_\_\_\_  
Signature of Affiant

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

**SUBMIT THIS AFFIDAVIT WITH TORFP  
BID/PROPOSAL**

**ATTACHMENT D-3**  
**Outreach Efforts Compliance Statement**

**Complete and submit this form within 10 working days of notification of apparent award or actual award, whichever is earlier.**

In conjunction with the bid or offer submitted in response to Solicitation No. \_\_\_\_\_, Bidder/Offeror states the following:

1. Bidder/Offeror identified opportunities to subcontract in these specific work categories.
2. Attached to this form are copies of written solicitations (with bidding instructions) used to solicit MDOT certified MBEs for these subcontract opportunities.
3. Bidder/Offeror made the following attempts to contact personally the solicited MDOT certified MBEs.
4. Select ONE of the following:
  - a.  This project does not involve bonding requirements.
  - OR**
  - b.  Bidder/Offeror assisted MDOT certified MBEs to fulfill or seek waiver of bonding requirements (*describe efforts*).
5. Select ONE of the following:
  - a.  Bidder/Offeror did/did not attend the pre-bid/proposal conference.
  - OR**
  - b.  No pre-bid/proposal conference was held.

\_\_\_\_\_  
Bidder/Offeror Printed Name

By: \_\_\_\_\_  
Signature

Address: \_\_\_\_\_  
\_\_\_\_\_

**ATTACHMENT D-4  
Subcontractor Project Participation Certification**

*Please complete and submit one form for each MDOT certified MBE listed on Attachment D-1 within 10 working days of notification of apparent award.*

\_\_\_\_\_ (prime contractor) has entered into a contract with \_\_\_\_\_ (subcontractor) to provide services in connection with the Solicitation described below.

Prime Contractor Address and Phone	Project Description
Project Number	Total Contract Amount \$
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Percentage of Total Contract	

The undersigned Prime Contractor and Subcontractor hereby certify and agree that they have fully complied with the State Minority Business Enterprise law, State Finance and Procurement Article §14-308(a)(2), Annotated Code of Maryland which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a bid or proposal and:

- (1) fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority business enterprise in its bid or proposal;
- (2) fail to notify the certified minority business enterprise before execution of the contract of its inclusion of the bid or proposal;
- (3) fail to use the certified minority business enterprise in the performance of the contract; or
- (4) pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

**PRIME CONTRACTOR SIGNATURE**

**SUBCONTRACTOR SIGNATURE**

By: \_\_\_\_\_  
Name, Title  
Date

By: \_\_\_\_\_  
Name, Title  
Date



This form is to be completed monthly by the prime

**Attachment D-5**  
**Maryland Department of Information Technology**  
**Minority Business Enterprise Participation**  
**Prime Contractor Paid/Unpaid MBE Invoice Report**

Report #: _____	Contract #: _____
Reporting Period (Month/Year): _____	Contracting Unit: _____
<b>Report is due to the MBE Officer by the 10<sup>th</sup> of the month following the month the services were provided.</b>	Contract Amount: _____
	MBE Subcontract Amt: _____
	Project Begin Date: _____
	Project End Date: _____
<b>Note: Please number reports in sequence</b>	Services Provided: _____

Prime Contractor:		Contact Person:	
Address:			
City:		State:	ZIP:
Phone:	FAX:	Email:	
Subcontractor Name:		Contact Person:	
Phone:	FAX:		
Subcontractor Services Provided:			
<b>List all payments made to MBE subcontractor named above during this reporting period:</b>		<b>List dates and amounts of any outstanding invoices:</b>	
	<u>Invoice#</u>	<u>Amount</u>	
1.			<u>Invoice #</u>
2.			<u>Amount</u>
3.			1.
4.			2.
			3.
			4.
			<b>Total Dollars Unpaid: \$</b> _____
<b>Total Dollars Paid: \$</b> _____			

\*\*If more than one MBE subcontractor is used for this contract, you must use separate D-5 forms.

**\*\*Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred):**

<b>TO MANAGER</b>	Procurement Officer: June Dwyer
Chief Information Officer	Dept.: Maryland State Department of Education
Dept.: Maryland State Department of Education	Address: 200 West Baltimore Street
Address: 200 West Baltimore Street	Baltimore, MD 21201
Baltimore, MD 21201	Email: jdwyer@msde.state.md.us
Email: bperlman@msde.state.md.us	

This form must be completed by  
MBE subcontractor

**ATTACHMENT D-6**  
**Minority Business Enterprise Participation**  
**Subcontractor Paid/Unpaid MBE Invoice Report**

Report#: _____ Reporting Period (Month/Year): _____ <b>Report is due by the 10<sup>th</sup> of the month following the month the services were performed.</b>	Contract # Contracting Unit: MBE Subcontract Amount: Project Begin Date: Project End Date: Services Provided:
---	--

MBE Subcontractor Name:		
MDOT Certification #:		
Contact Person:	Email:	
Address:		
City: Baltimore	State:	ZIP:
Phone:	FAX:	
<b>Subcontractor Services Provided:</b>		
<b>List all payments received from Prime Contractor during reporting period indicated above.</b>		<b>List dates and amounts of any unpaid invoices over 30 days old.</b>
<u>Invoice Amt</u>	<u>Date</u>	<u>Invoice Amt</u>
1.		1.
2.		2.
3.		3.
<b>Total Dollars Paid: \$</b> _____		<b>Total Dollars Unpaid: \$</b> _____
Prime Contractor:		Contact Person:

**\*\*Return one copy of this form to the following address (electronic copy with signature & date is preferred):**

<b>TO MANAGER</b> Chief Information Officer Dept.: Maryland State Department of Education Address: 200 West Baltimore Street Baltimore, MD 21201 Email: bperlman@msde.state.md.us	<b>TO PROCUREMENT OFFICER: June Dwyer</b> Dept.: Maryland State Department of Education Address: 200 West Baltimore Street Baltimore, MD 21201 Email: jdwyer@msde.state.md.us
--	---

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Required)

**Code of Maryland Regulations (COMAR)**  
**Title 21, State Procurement Regulations**

*(regarding a waiver to a Minority Business Enterprise subcontracting goal)*

**COMAR 21.11.03.11 - Waiver.**

- A. If, for any reason, the apparent successful bidder or offeror is unable to achieve the contract goal for certified MBE participation, the bidder or offeror may request, in writing, a waiver to include the following:
- (1) A detailed statement of the efforts made to select portions of the work proposed to be performed by certified MBEs in order to increase the likelihood of achieving the stated goal;
  - (2) A detailed statement of the efforts made to contact and negotiate with certified MBEs including:
    - (a) The names, addresses, dates, and telephone numbers of certified MBEs contacted, and
    - (b) A description of the information provided to certified MBEs regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed;
  - (3) As to each certified MBE that placed a subcontract quotation or offer that the apparent successful bidder or offeror considers not to be acceptable, a detailed statement of the reasons for this conclusion;
  - (4) A list of minority subcontractors found to be unavailable. This list should be accompanied by an MBE unavailability certification (MBE Attachment D7) signed by the minority business enterprise, or a statement from the apparent successful bidder or offeror that the minority business refused to give the written certification: and
  - (5) The record of the apparent successful bidder or offeror's compliance with the outreach efforts required under Regulation .09B(2)(b).

A waiver may only be granted upon a reasonable demonstration by that MBE participation could not be obtained or could not be obtained at a reasonable price.

If the waiver request is determined not to meet this standard, the bidder or offeror will be found non-responsive (bid) or not reasonably susceptible for award (proposal) and removed from further consideration.

- B. A waiver of a certified MBE contract goal may be granted only upon reasonable demonstration by the bidder or offeror that certified MBE participation was unable to be obtained or was unable to be obtained at a reasonable price and if the agency head or designee determines that the public interest is served by a waiver. In making a determination under this section, the agency head or designee may consider engineering estimates, catalogue prices, general market availability, and availability of certified MBEs in the area in which the work is to be performed, other bids or offers and subcontract bids or offers substantiating significant variances between certified MBE and non-

MBE cost of participation, and their impact on the overall cost of the contract to the State and any other relevant factor.

- C. An agency head may waive any of the provisions of Regulations .09-.10 for a sole source, expedited, or emergency procurement in which the public interest cannot reasonably accommodate use of those procedures.
- D. When a waiver is granted, except waivers under Section C, one copy of the waiver determination and the reasons for the determination shall be kept by the MBE Liaison Officer with another copy forwarded to the Office of Minority Affairs.

**MBE ATTACHMENT D-7  
MINORITY CONTRACTOR UNAVAILABILITY CERTIFICATE**

**Section I (to be completed by PRIME CONTRACTOR)**

I hereby certify that the firm of \_\_\_\_\_  
Name of Prime Contractor)

located at \_\_\_\_\_,  
(Number) (Street) (City) (State) (Zip)

on \_\_\_\_\_ contacted certified minority business enterprise, \_\_\_\_\_  
(Date) (Name of Minority Business)

\_\_\_\_\_ located at \_\_\_\_\_,  
(Number) (Street) (City) (State) (Zip)

seeking to obtain a bid for work/service for project number \_\_\_\_\_, project name \_\_\_\_\_

List below the type of work/ service requested:

Indicate the type of bid sought, \_\_\_\_\_. The minority business enterprise identified above is either unavailable for the work /service in relation to project number \_\_\_\_\_, or is unable to prepare a bid for the following reasons(s):

The statements contained above are, to the best of my knowledge and belief, true and accurate.

\_\_\_\_\_  
(Name) (Title)

\_\_\_\_\_  
(Number) (Street) (City) (State) (Zip)

\_\_\_\_\_  
(Signature) (Date)

**Note:** Certified minority business enterprise must complete Section II

**Section II (to be completed by CERTIFIED MINORITY BUSINESS ENTERPRISE)**

I hereby certify that the firm of \_\_\_\_\_ MBE Cert.# \_\_\_\_\_  
(Name of MBE Firm)

located at \_\_\_\_\_  
(Number) (Street) (City) (State) (Zip)

was offered the opportunity to bid on project number \_\_\_\_\_, ON \_\_\_\_\_  
(Date)

by \_\_\_\_\_  
(Prime Contractor's Name) (Prime Contractor Official's Name) (Title)

The statements contained in Section I and Section II of this document are, to the best of my knowledge and belief, true and accurate.

\_\_\_\_\_  
(Name) (Title) (Phone)

\_\_\_\_\_  
(Signature) (Fax Number)

## ATTACHMENT 3 - TASK ORDER AGREEMENT

### CATS+ TORFP # R00B3400096 OF MASTER CONTRACT # 060B2490023

This Task Order Agreement (“TO Agreement”) is made this 29th of April, 2013 by and between **MASTER CONTRACTOR** and the STATE OF MARYLAND, **TO Requesting Agency**.

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
  - a. “Agency” means the Maryland State Department of Education (MSDE), as identified in the CATS+ TORFP # R00B3400096.
  - b. “CATS+ TORFP” means the Task Order Request for Proposals # R00B3400096, dated **MONTH DAY, YEAR**, including any addenda.
  - c. “Master Contract” means the CATS+ Master Contract between the Maryland Department of Information Technology and **MASTER CONTRACTOR** dated \_\_\_\_\_.
  - d. “TO Procurement Officer” means **TO Procurement Officer**. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
  - e. “TO Agreement” means this signed TO Agreement between the Maryland State Department of Education (MSDE) and **MASTER CONTRACTOR**.
  - f. “TO Contractor” means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is \_\_\_\_\_.
  - g. “TO Manager” means **TO Manager** of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
  - h. “TO Technical Proposal” means the TO Contractor’s technical response to the CATS+ TORFP dated **date of TO Technical Proposal**.
  - i. “TO Financial Proposal” means the TO Contractor’s financial response to the CATS+ TORFP dated **date of TO Financial Proposal**.
  - j. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.
2. Scope of Work
  - 2.1. This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supercede the Master Contract.
  - 2.2. The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS+ TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
    - a. The TO Agreement,
    - b. Exhibit A – CATS+ TORFP
    - c. Exhibit B – TO Technical Proposal

d. Exhibit C – TO Financial Proposal

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

3. Time for Performance.

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS+ TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of two years, commencing on the date of Notice to Proceed and terminating on **MONTH DAY, YEAR**. At the sole option of the State, this TO Agreement may be extended for three (3) additional, one (1) year periods for a total TO Agreement period ending on Month, Day, Year.

4. Consideration and Payment

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

4.2 Payments to the TO Contractor shall be made as outlined Section 2 of the CATS+ TORFP, but no later than thirty (30) days after the Agency's receipt of an invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.

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

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



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

**TO CONTRACTOR NAME**

\_\_\_\_\_  
By: Type or Print TO Contractor POC

\_\_\_\_\_  
Date

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

STATE OF MARYLAND, **TO Requesting Agency**

\_\_\_\_\_  
By: **insert name**, TO Procurement Officer

\_\_\_\_\_  
Date

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

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

A. "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

B. "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, Offeror, Contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.

C. The bidder or Offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):

E. The bidder or Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or Offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or Offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

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

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

**SUBMIT AS A .PDF FILE WITH TO TECHNICAL PROPOSAL**

## ATTACHMENT 5 - LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY

### INSTRUCTIONS:

1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 060B2490023.
2. Only labor categories proposed in the Master Contractors Technical proposal may be proposed under the CATS+ TORFP process.
3. For each person proposed in any of the labor categories, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements. The summary is required at the time of the interview.

For example: If you propose John Smith who is your subcontractor and you believe he meets the requirements of the Group Facilitator, you will complete the top section of the form by entering John Smith's name and the subcontractor's company name. You will then complete the right side of the Group Facilitator form documenting how the individual meets each of the requirements. Where there is a time requirement such as 3 months experience, you must provide the dates from and to showing an amount of time that equals or exceeds mandatory time requirement.

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



## ATTACHMENT 6 – DIRECTIONS TO THE PRE-TO PROPOSAL CONFERENCE

The Pre-Proposal Conference will be held:

### **Time**

Maryland State Department of Education  
8<sup>th</sup> Floor, **CR 2**  
200 West Baltimore Street  
Baltimore, MD 21201

### **From Interstate 95 (Washington, D. C.)**

95 to Exit 53 – “Route 395 North/Downtown”. On 395, take exit “Downtown/Inner Harbor”, which is the left lane. Stay in left lane. “Downtown/Inner Harbor” exit becomes Howard Street. Cross Conway, Camden, and Pratt Streets. After Pratt, get in the right lane. Cross Lombard Street, turn right at next light which is Baltimore Street. You can turn right from both lanes, but the left lane of Howard Street puts you into the left lane of Baltimore Street and gives easy access to the parking lot, and directly across from the First Mariners Arena (Formerly the Baltimore Arena).

### **From Interstate 95 (North of Baltimore—Philadelphia/New York)**

95 South to Baltimore. Pass the exits to 695 – Baltimore Beltway. As soon as you pass the 695 exits, get in the right two lanes. Stay to the right and follow signs to 95 South/Ft. McHenry Tunnel. (The left two lanes go to 895 and the “old” Harbor Tunnel.) When you exit the Ft. McHenry tunnel stay on the right and take the first exit – 395/Baltimore/Downtown. On the exit ramp you should begin to move to the left and continue to follow the signs that say “Downtown/Inner Harbor”. Downtown/Inner Harbor” exit becomes Howard Street. Cross Conway, Camden, and Pratt Streets. After Pratt, get in the right lane. Cross Lombard Street, turn right at next light which is Baltimore Street. You can turn right from both lanes, but the left lane of Howard Street puts you into the left lane of Baltimore Street and gives easy access to the parking lot next to the building. MSDE is in the middle of the block, on the left, right next to the parking lot, and directly across from the First Mariners Arena (formerly the Baltimore Arena).

### **From Annapolis – Route 50**

Route 50 West to Route 97 North to Baltimore to exit “695 (Baltimore Beltway) West” to Baltimore. Exit 7B from the Beltway to Baltimore-Washington Parkway “295 North to Baltimore”. Follow directions below for 295 North to Baltimore.

### **From the Baltimore-Washington Parkway (Route 295)**

295 North to Baltimore – all the way into Baltimore City. The name of the road/street changes from BW Parkway to Russell Street to Paca Street. As you come into the city you will pass the site of the new Camden Yards (Oriole Ballpark) on the right, you will cross Pratt Street, Lombard Street, and Redwood Street. At Baltimore Street turn right. Cross Eutaw Street and Howard Street. MSDE is in the middle of the block, on the left, right next to the parking lot, and directly across from the 1st Mariners Arena (Formerly the Baltimore Arena).

**ATTACHMENT 7 – NON-DISCLOSURE AGREEMENT (OFFEROR)**

This Non-Disclosure Agreement (the "Agreement") is made this \_\_\_ day of \_\_\_\_\_ 2013, by and between \_\_\_\_\_ (hereinafter referred to as "the OFFEROR ") and the State of Maryland (hereinafter referred to as " the State").

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

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

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

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

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

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

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

\_\_\_\_\_

**SUBMIT AS REQUIRED IN THE TORFP**

## ATTACHMENT 8 - NON-DISCLOSURE AGREEMENT (TO Contractor)

**THIS NON-DISCLOSURE AGREEMENT** (“Agreement”) is made as of this \_\_\_ day of \_\_\_\_\_, 2013\_\_, by and between the State of Maryland (“the State”), acting by and through its **TO Requesting Agency** (the “Department”), and \_\_\_\_\_ (“TO Contractor”), a corporation with its principal business office located at \_\_\_\_\_ and its principal office in Maryland located at \_\_\_\_\_.

### RECITALS

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

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

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

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

7. A breach of this Agreement by the TO Contractor or by the TO Contractor's Personnel shall constitute a breach of the TO Agreement between the TO Contractor and the State.
8. TO Contractor acknowledges that any failure by the TO Contractor or the TO Contractor's Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the TO Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The TO Contractor consents to personal jurisdiction in the Maryland State Courts. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages from the TO Contractor and the TO Contractor's Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the TO Contractor or any of the TO Contractor's Personnel to comply with the requirements of this Agreement, the TO Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
9. TO Contractor and each of the TO Contractor's Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement and the TO Contractor shall provide originals of such executed Agreements to the State.
10. The parties further agree that:
  - a. This Agreement shall be governed by the laws of the State of Maryland;
  - b. The rights and obligations of the TO Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;
  - c. The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
  - d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
  - e. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and
  - f. The Recitals are not merely prefatory but are an integral part hereof.

**Contractor/Contractor's Personnel:**

**TO Requesting Agency:**

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

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

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

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

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

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

**SUBMIT AS REQUIRED IN THE TORFP**



**EXHIBIT A TO NON-DISCLOSURE 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 9 – 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.state.md.us](mailto:contractoversight@doit.state.md.us) with the TO number in the subject line.

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

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

Yes  No  (If no, explain why) \_\_\_\_\_

#### Section 4 – MBE Participation

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

B) Are MBE reports D-5 and D-6 submitted monthly?

Yes  No  (If no, explain why) \_\_\_\_\_

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

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

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

Yes  No  (If no, explain why) \_\_\_\_\_

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

Yes  No

(If yes, explain the circumstances and any planned corrective actions)

\_\_\_\_\_

#### Section 5 – TO Change Management

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

Yes  No  (If no, explain why) \_\_\_\_\_

B) Does the change management procedure include the following?

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

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

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

C) Have any change orders been executed?

Yes  No

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

\_\_\_\_\_

D) Is the change management procedure being followed?

Yes  No  (If no, explain why) \_\_\_\_\_

**ATTACHMENT 10 – 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 & Date: \_\_\_\_\_

**ATTACHMENT 11 – AGENCY RECEIPT OF DELIVERABLE FORM**

I acknowledge receipt of the following:

TORFP Title: Network Server Support Services

TO Agreement Number: #ADPICS PO

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

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

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

Name of TO Manager: Beth Perlman

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

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

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

SUBMIT AS REQUIRED IN THE TORFP.

**ATTACHMENT 12 – AGENCY ACCEPTANCE OF DELIVERABLE FORM**

Agency Name: MSDE

TORFP Title: Network Server Support Services

TO Manager: Beth Perlman 410-767-8108

**To:**

The following deliverable, as required by TO Agreement #ADPICS PO, 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

ISSUED BY THE TO MANAGER AS REQUIRED IN THE TORFP.

**ATTACHMENT 13 – SAMPLE WORK ORDER**

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

**ATTACHMENT 14 – CERTIFICATION REGARDING INVESTMENTS IN IRAN**

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

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

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

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

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

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

**CERTIFICATION REGARDING INVESTMENTS IN IRAN**

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

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

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

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

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

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

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

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



**ATTACHMENT 15- PERFORMANCE EVALUATION FORM (PEF)**

**(The TO Contractor shall submit one PEF for each employee as required)**

**Evaluation Month & Year:**

**Employee Name:**

**Role (TORFP Section 2.X):**

**Labor Category:**

**TO Contractor Name:**

**TO Contractor Contact:**

**MSDE TO Manager:**

**TO Requesting Agency:** MSDE

**TO Agreement Name:**

**TO Agreement #:**

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

**TO CONTRACTOR PERSONNEL PERFORMANCE RATING\***

<b>Performance Area</b>	<b>Satisfactory</b>	<b>Unsatisfactory</b>
Attendance / Timeliness		
Work Productivity		
Work Quality		
Teamwork		
Communication		
Customer Service		

\*TO Contractor Personnel should maintain a "Satisfactory" rating for each performance area. For any unsatisfactory ratings, the TO Manager may invoke the Mitigation Procedures for Unsatisfactory Performance as defined in Section 2.X of TORFP. The TO Manager also may indicate "rejected" below and withhold payment pending employee performance mitigation or employee substitution.

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

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

OTHER COMMENTS:

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

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