



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

Information Technology (IT) PROFESSIONAL (SENIOR)

CATS+ TORFP # R00B4400085

SMALL BUSINESS RESERVE

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

ISSUE DATE: WEDNESDAY, MARCH 5, 2013

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KEY INFORMATION SUMMARY SHEET

This CATS+ TORFP is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. All CATS+ Master Contractors approved to perform work in the functional area under which this TORFP is released 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.

TORFP Title:	Information Technology (IT) Professional, Senior
TO Project Number:	R00B4400085
Functional Area:	Functional Area 10 IT Management Consulting Services
TORFP Issue Date:	Wednesday, March 5, 2014
Questions Due Date and Time	Wednesday, March 12, 2014 no later than 12 Noon ET
Closing Date and Time:	Thursday, April 10, 2014 no later than 2:00 PM ET
TORFP Requesting Agency:	Maryland State Department of Education (MSDE) Office of Information Technology (OIT)
Questions and Proposals are to be sent to:	Dorothy Richburg, Procurement Officer drichburg@msde.state.md.us
TO Procurement Officer	Dorothy Richburg Office Phone: 410-767-0628 Office Fax: 410-333-2017
TO Manager:	Jean Satterfield Office Phone: 410-767-0385 Office Fax: 410-333-8963
TO Type:	Time and Materials based on Work Orders
Period of Performance:	One Calendar Year from NTP with three one year renewal options
MBE Goal:	0%
Small Business Reserve (SBR):	YES
Primary Place of Performance:	Maryland State Department of Education 200 West Baltimore Street Baltimore, MD 21201
State Furnish Work Site and/or Access to Equipment, Facilities or Personnel:	YES
TO Pre-Proposal Conference:	Maryland State Department of Education 200 West Baltimore Street, 8 th Floor, CR 6 Baltimore, MD 21201 Thursday, March 13, 2014 @ 1:00 PM See Attachment 6 for Directions

**IT PROFESSIONAL
TORFP #R00B4400085
PRE-PROPOSAL CONFERENCE INTENT TO ATTEND
Print or Type**

NAME OF COMPANY:

ADDRESS OF COMPANY:

FAX NUMBER:

E-Mail ADDRESS:

MINORITY BUSINESS ENTERPRISE (MBE): YES _____ NO _____

EXPECTED NUMBER OF ATTENDEES:

NAME OF PRIMARY CONTACT FOR
PURPOSES OF SENDING INFORMATION:

If you are unable to attend the Pre-Proposal conference or submit a proposal, for this project
please fill out the bottom portion of this letter and return to:

**Maryland State Department of Education
Attention: Dorothy Richburg: drichburg@msde.state.md.us
Procurement Section
200 West Baltimore Street
Baltimore, Maryland 21201**

I will, will not attend the pre-proposal conference

I will, will not submit a proposal for this project. If not, please explain:

Too busy at this time

Not engaged in this type of work

Site location too distant

Project too large/small (circle one)

Other (specify)

Signature _____ Title _____

Company Name _____

Date _____ Telephone No. _____

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 TO Financial 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 (version 2007 and later) or PDF. The "subject" line in the e-mail submission shall state the TORFP # R00B4400085. The first file shall be the TO Technical Proposal for this TORFP titled, "CATS+ TORFP # R00B4400085 Technical." The second file shall be the TO Financial Proposal for this CATS+ TORFP titled, "CATS+ TORFP # R00B4400085 Financial." The following proposal documents shall be submitted with required signatures as .PDF files with signatures clearly visible:

- Attachment 1 – Price Proposal
- Attachment 4 - Conflict of Interest Affidavit and Disclosure
- Attachment 5 – Labor Classification Personnel Resume Summary
- Attachment 10 – Living Wage Affidavit of Agreement
- Attachment 14 – Certification Regarding Investments in Iran

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 and Disclosure 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 TO 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. An Affidavit of Agreement shall be 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 pre proposal conference intent to attend form located at the beginning of this section to the Procurement Officer indicating your planned attendance no later than three (3) business days prior to the pre-proposal conference. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, please contact the TO Procurement Officer no later than five (5) business days prior to the pre-proposal conference. The MSDE will make reasonable efforts to provide such special accommodation.

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SECTION 2 – SCOPE OF WORK

2.1 PURPOSE

The MSDE is issuing this CATS+ TORFP in order to obtain one (1) Senior IT Professional to provide labor, supervision and support of the expansion of the Educator Information System (EIS). Specifically, MSDE seeks to obtain the services required for continued EIS development, system integration and testing in support of the ongoing development and expansion of EIS as more fully described in this CATS+ TORFP.

2.2 REQUESTING AGENCY INFORMATION

MSDE exemplifies energetic leadership and innovative products and services to improve public education, library services, and rehabilitation services. The Agency has received funds from the US Department of Education and other entities to implement educational reforms in Maryland and to improve the collection and dissemination of information on school and student performance.

2.3 MANAGEMENT ROLES AND RESPONSIBILITIES

- A) **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.
- B) **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;
- C) **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

The EIS was originally created to implement an information system that will support the educator certification processes for the Division of Certification and Accreditation (C&A) within the MSDE. The Division of C&A at MSDE is the business stakeholder responsible for the EIS. The system was implemented over several releases from 2004 through 2007 and is now in the Operation and Maintenance (O&M) phase.. There are approximately 125 licensed users with direct access from either inside MSDE or from the twenty-four (24) local school Agencies (LEAs). The EIS external web portal is accessible to Maryland educators for online applications, fee payment, status checks, and downloading their educator certificates. EIS has significantly reduced reliance on paper documentation, shifting to workflow automation and the use of digital document storage and retrieval.

Since the launch of the EIS portal, educators have the ability to check certification status, update information, request renewals, pay fees online, and download their respective certificates via the internet. The overall population of educator records in the EIS database is approximately 250,000 educator records.

The current EIS is based on Microsoft Customer Relationship Management (CRM) 3.0+ and includes interfaces for electronic receipt of test scores, verification of criminal history background checks, e-payment, and e-transcript request/delivery.

The EIS is a custom-built solution for tracking all aspects of educator certifications in Maryland, built upon Microsoft CRM 3.0+ and system technology from Ascentium Systems (now Avanade, a subsidiary of Accenture). System components include:

- Microsoft CRM which relies upon the following technologies and components:
 - Microsoft Windows Server 2003
 - Microsoft Active Directory

- Microsoft SQL Server 2005
- Internet Information Services (IIS)
- Internet Explorer (IE) - All versions
- Microsoft Exchange 2003
- BizTalk

Customizations include:

- Customization to Microsoft CRM to support educator certification processing
- Custom applications delivered adjacent to and within Microsoft CRM
- Custom database to maintain the data for the custom applications
- Custom database maintenance packages in the form of SQL DTS packages
- Custom reports delivered through Microsoft SQL Reporting Services
- Integration with Pay Pal Pro (VeriSign)

Scanning technologies are currently being used which require extensive integration with a high support cost solution using Kofax Ascent and the components listed below:

- Ascent Server
- Ascent Client
- Ascent Capture Internet Server (ACIS)
- Ascent Capture Server Service (for use by ACIS)
- Custom Ascent batch classes, documents types, and other configurations

Current work is underway to upgrade the EIS platform from version 3 to version 2011. Enhancements to the platform will include website, database and report updates. The project will require the deployment of new hardware that will include server upgrades, redundant/backup servers, and additional SAN attached storage to accommodate additional processing loads. All planned technologies to support this enhancement will be deployed within a parallel development environment located within the RTTT technology architecture.

2.5 PROFESSIONAL DEVELOPMENT

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

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

2.6 REQUIREMENTS

2.6.1 TO CONTRACTOR PERSONNEL DUTIES AND RESPONSIBILITIES

This project requires the Contractor to provide the following services to support the enhancement and expansion of the EIS. (1) Upgrade existing EIS Version to 2011. (2) Enhance current business processes that improve the reporting requirements and data quality. (3) Expand the EIS to support Race to the Top (RTTT) reform initiatives. The Contractor shall:

1. Upgrade the current EIS Microsoft CRM Version 3.x to Microsoft Version 2011 in a parallel RTTT technology environment
2. Design, customize, and implement Microsoft CRM 4.0 and/or 2011
3. Serve as the technical lead for CRM development and integration

4. Support full CRM systems life-cycle development including design, coding, and software documentation
5. Develop technical specifications based on functional requirements
6. Perform tests according to a given test plan and documents results
7. Perform basic support and debugging in test, development and production environments
8. Identify and escalate technical and management related issues and concerns
9. Provide system testing, maintenance, and integration leadership between legacy and future production systems
10. Define systems architecture and hardware requirements
11. Automate CRM processes and define workflows
12. Design, develop and administer SQL Server database as it relates to the EIS upgrade and implementation
13. Integrate third party services/applications such as Oracle portal, SharePoint, Web Services, and BizTalk as necessary
14. Implement security policies and directive
15. Enhance the portal to accommodate new requirements, and improve usability, friendliness and effectiveness
16. Integrate EIS with the Longitudinal Data System
17. Implement IHE preparation program data collection requirements
18. Improve data quality and storage; reporting capabilities; workflow management process
19. Improve access to information, business process design, integration
20. Interface with external organizations (Criminal Justice Information System (CJIS), Verisign, etc.)
21. Interface and integrate with the Longitudinal Data System and other RTTT technology projects.
22. Enhance / expand ability to receive initiated background check status from CJIS
23. Enhance / expand Interface with PayPal Payment Pro to receive payment request as described
24. Enhance interfaces with external organizations in order to receive data for update in EIS
25. Enhance / expand ability to receive and upload transcripts from participating institutions in SPEEDE format.
26. Provide professional development plan alignment
27. Accommodate new LEA evaluation data requirements
28. Provide support for legislative changes and requirements
29. Expand advanced data mining support to access EIS data and provide reports for the Office of the Governor, legislators, etc.
30. Enhance existing reports
31. Provide additional reporting capabilities based on new functionalities and data

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) 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 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

2.6.4 PERFORMANCE ISSUE 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:

1. The TO Manager shall document performance issues and give written notice to the TO Contractor, clearly describing problems and delineating remediation requirement(s).
2. The TO Contractor shall respond with a written remediation plan within three business days and implement the plan immediately upon written acceptance by the TO Manager.
3. 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.

2.6.5 SUBSTITUTION OF PERSONNEL

Substitutions shall have equal or better qualifications compared to the replaced resource. The substitution of personnel procedure 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 DESCRIPTION / ACCEPTANCE CRITERIA

Other Deliverables will be defined as assigned by the TO Manager.

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
2.7.3.1	Work Products, Deliverables TBD	Perform assigned tasks, develop documentation/artifacts and complete within the timeframe required, as specified by the TO Manager.	Delivered on time as required (timeframe varies).
2.7.3.2	Weekly Status Reports	Provide a weekly report in MS Word format (template to be provided by MSDE) that describes the prior work week summarizing the following: <ul style="list-style-type: none"> • Top Three Priorities • Actual Tasks & Accomplishments for the reporting period • Planned Tasks & Accomplishments for the next reporting period • Exceptions to Previously Planned vs. Actual for last reporting period • Hours worked (actual start & end times, and total time worked each day) 	Delivered complete and on time - Submitted Monday, 12:00PM (Noon) via email

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

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 and identified throughout the project. 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 technical support of a Microsoft CRM system that supports an organization with an excess of 10,000 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.

1. Bachelor’s or Master’s degree in computer science or an IT related field
2. Ten (10) + years of overall IT experience developing and fielding automation solutions
3. Seven (7) + years of experience designing, developing and implementing with all of: .Net, SQL Server, SQL Reporting Services, and Web Services
4. Seven (7) + years of experience with all of: Microsoft Dynamics CRM design, CRM System Architecture, customization, configuration, operation, and maintenance support
5. Three (3) + years leading CRM design and implementation efforts
6. Four (4) years of experience with developing and implementing web services
7. Three (3) years of experience with all of: C#, SSIS, Scribe, Ajax, JavaScript
8. Four (4) years of experience with SharePoint Workflow
9. Five (5) years of experience integrating MS Dynamics CRM with SharePoint, Scribe, Web Services, and BizTalk
10. Two (2) years of experience upgrading CRM 3.0 to CRM Dynamics 2011

2.10 TO CONTRACTOR PERSONNEL OTHER REQUIREMENTS

The Master Contractor’s staff shall demonstrate the following skills and qualifications in the following:

1. Seven (7) + years of experience with the full-range of systems engineering functions including requirements analysis, traceability, test and evaluation, operations concepts, and systems prototyping
2. Two (2) + years implementing Microsoft CRM for State Department of Education
3. Five (5) years of experience with .NET 4 skills such as WCF, oData, Linq, JQuery and Silverlight
4. Proven ability to multi-task, think strategically, and provide subject matter expertise to stakeholders
5. Proven understanding of object oriented concepts and design.

2.11 INVOICE SUBMISSION

Invoices shall 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

1. 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.
2. 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
3. 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

This section is not applicable to this TORFP.

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 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.

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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 one (1) resource.**
- 2) Certification that all proposed personnel meet the minimum required qualifications and possess the required certifications in Section 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) MBE Participation

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

D) Subcontractors

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

E) 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).

F) State Assistance

Provide an estimate of expectation concerning participation by State personnel.

G) 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.

3.3.2 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.
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.
- C) Proposed rates are not to exceed the rates defined in the Master Contract for the Master Contract year(s) in effect at the time of the TO Proposal due date.

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SECTION 4 - 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:

- Personnel experience required in Section 3.2.1.B.
- 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.
- The Master Contractor and Subcontractor Resources Experience and Capabilities as specified in Section 3.2.1.E.1. Evaluated past performance on engagements provided as reference accounts in the Contractor's Technical proposal to this TORFP.

4.3 SELECTION PROCEDURES

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.

- 4.3.1 TO Proposals deemed technically qualified will have their TO Financial Proposal considered. All others will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.
- 4.3.2 The State will conduct interviews of all personnel proposed in each TO Proposal that meets minimum qualifications.
- 4.3.3 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.
- 4.3.4 Qualified TO Financial Proposals will be reviewed and ranked from lowest to highest price proposed.
- 4.3.5 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.
- 4.3.6 All Master Contractors submitting a TO Proposal shall receive written notice from the TO Procurement Officer identifying the awardee.

4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

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

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ATTACHMENT 1 - PRICE PROPOSAL
Information Technology (IT) PROFESSIONAL (SENIOR)

PRICE PROPOSAL FOR CATS+ TORFP #R00B4400085

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. 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.

CATS+ Labor Categories	A	B	C
	Hourly Labor Rate	Total Estimated Class Hours Annually	Total Proposed CATS+ TORFP Price
Year 1			
<insert CATS+ Labor Category>		2080	\$
Year 1 Total		2080	\$
Year 2 (Option Year 1)		2080	\$
<insert CATS+ Labor Category>		2080	\$
Year 2 Total		2080	\$
Year 3 (Option Year 2)		2080	\$
<insert CATS+ Labor Category>		2080	\$
Year 3 Total		2080	\$
Year 4 (Option Year 3)		2080	\$
<insert CATS+ Labor Category>		2080	\$
Year 4 Total		2080	\$
Total Evaluated Price (Years 1-4)			\$

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 # R00B4400085

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 15th of the month following the month that is being reported. For example, the report for January's activity is due no later than the 15th 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 15th 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

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

List Information For Each Certified MBE Subcontractor On This Project

Minority Firm Name	MBE Certification Number
FEIN 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:	
Minority Firm Name	MBE Certification Number
FEIN 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:	
Minority Firm Name	MBE Certification Number
FEIN 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:	
Minority Firm Name	MBE Certification Number
FEIN 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:	_____ %
Total All MBE Participation:	_____ %

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

By: _____
Name, Title
Date

SUBCONTRACTOR SIGNATURE

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: _____
Report is due to the MBE Officer by the 10th of the month following the month the services were provided.	Contract Amount: _____
	MBE Subcontract Amt: _____
	Project Begin Date: _____
	Project End Date: _____
Note: Please number reports in sequence	Services Provided: _____

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

**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):**

TO MANAGER	Procurement Officer: June Dwyer
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: bperlman@msde.state.md.us	Email: jdwyer@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#: _____	Contract #
Reporting Period (Month/Year): _____	Contracting Unit:
Report is due by the 10th of the month following the month the services were performed.	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:																					
Subcontractor Services Provided:																						
List all payments received from Prime Contractor during reporting period indicated above. <table border="1"> <thead> <tr> <th><u>Invoice Amt</u></th> <th><u>Date</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td></tr> <tr><td>2.</td><td></td></tr> <tr><td>3.</td><td></td></tr> <tr> <td>Total Dollars Paid: \$ _____</td> <td></td> </tr> </tbody> </table>		<u>Invoice Amt</u>	<u>Date</u>	1.		2.		3.		Total Dollars Paid: \$ _____		List dates and amounts of any unpaid invoices over 30 days old. <table border="1"> <thead> <tr> <th><u>Invoice Amt</u></th> <th><u>Date</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td></tr> <tr><td>2.</td><td></td></tr> <tr><td>3.</td><td></td></tr> <tr> <td>Total Dollars Unpaid: \$ _____</td> <td></td> </tr> </tbody> </table>	<u>Invoice Amt</u>	<u>Date</u>	1.		2.		3.		Total Dollars Unpaid: \$ _____	
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<u>Invoice Amt</u>	<u>Date</u>																					
1.																						
2.																						
3.																						
Total Dollars Unpaid: \$ _____																						
Prime Contractor:	Contact Person:																					

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

TO MANAGER	TO PROCUREMENT OFFICER: June Dwyer
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: bperlman@msde.state.md.us	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 # R00B4400085 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 # **R00B4400085**.
 - b. “CATS+ TORFP” means the Task Order Request for Proposals # **R00B4400085**, 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 Financial Proposal.
2. Scope of Work
 - 2.1. This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or 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 one year, commencing on the date of Notice to Proceed.. At the sole option of the State, this TO Agreement may be extended for three (3) additional, one (1) 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 [REDACTED]. 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 5
LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY
(CONTINUED)**

Proposed Individual's Name/Company:	How does the proposed individual meet each requirement?
LABOR CLASSIFICATION TITLE – (INSERT CATS+ LABOR CATEGORY NAME)	
Education: Insert the education description from <ol style="list-style-type: none"> a. The CATS+ RFP from Section 2.10 for the applicable labor category b. The minimum qualifications and required certifications in Section 2.9 of this TORFP 	
Experience: Insert the experience description from the CATS+ RFP <ol style="list-style-type: none"> a. The CATS+ RFP from Section 2.10 for the applicable labor category b. The minimum qualifications and required certifications in Section 2.9 of this TORFP Provide dates in the format of MM/YY to MM/YY	
Duties: (Insert the duties description from the CATS+ RFP from section 2.10 for the applicable labor category.)	

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

Contractor's Contract Administrator:

Signature

Date

Proposed Individual:

Signature

Date

**SUBMIT WITH TO TECHNICAL PROPOSAL
SIGNATURE REQUIRED AT THE TIME OF THE SUBMISSION
WITH THE TO TECHNICAL PROPOSAL**

ATTACHMENT 6 – DIRECTIONS TO THE PRE-TO PROPOSAL CONFERENCE

The Pre-Proposal Conference will be held:

Thursday, March 13, 2013

Maryland State Department of Education

8th Floor, CR 6

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@maryland.gov with the TO number in the subject line.

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

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 subcontractor; \$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

DOES NOT APPLY TO THIS TORFP

ATTACHMENT 12 – AGENCY ACCEPTANCE OF DELIVERABLE FORM

DOES NOT APPLY TO THIS TORFP

ATTACHMENT 13 – SAMPLE WORK ORDER

WORK ORDER		Work Order #	Contract #
<p>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.</p>			
<p>Purpose</p>			
<p>Statement of Work Requirements:</p> <p>Deliverable(s), Acceptance Criteria and Due Date(s):</p> <p>Deliverables are subject to review and approval by AGENCY prior to payment. (Attach additional sheets if necessary)</p>			
Start Date		End Date	
Cost			
Description for Task / Deliverables	Quantity (if applicable)	Labor Hours (Hrs.)	Labor Rate
			Estimate Total
1.			\$
2.			\$
*Include WBS, schedule and response to requirements.		AGENCY shall pay an amount not to exceed	
			\$
TO Contractor		AGENCY Approval	
(Signature) TO Contractor Authorized Representative (Date)		(Signature) AGENCY TO Manager (Date)	
POC	(Print Name)	TO Manager	(Print Name)
Telephone No.		Telephone No.	
Email:		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

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*

Performance Area	Satisfactory	Unsatisfactory
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