

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

**MARYLAND ACCOUNTABILITY AND REPORTING SYSTEM  
(MARS) TECHNICAL PROJECT MANAGER (TPM)**

CATS+ TORFP #R00B4400089



Maryland State Department of Education (MSDE)  
Division for School Effectiveness (DSE)  
Office of School and Community Nutrition Programs (OSCNP)

Issue Date: WEDNESDAY, MAY 7, 2014

**NOTICE TO BIDDERS/OFFERORS  
SMALL BUSINESS RESERVE PROCUREMENT**

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

NOTICE TO BIDDERS/OFFERORS  
SMALL BUSINESS RESERVE SOLICITATION

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

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

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

Note: If a business has not existed for 3 years, the employment and gross sales average or averages shall be the average for each year or part of a year during which the business has been in existence. Further information on the certification process is available at eMaryland Marketplace.

**MARS TECHNICAL PROJECT MANAGER  
TORFP #R00B4400089  
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](mailto: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 \_\_\_\_\_ email: \_\_\_\_\_

Date \_\_\_\_\_ Telephone No. \_\_\_\_\_

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**KEY INFORMATION SUMMARY SHEET**

This CATS+ TORFP is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. All CATS+ Master Contractors approved to perform work in the Functional Area under which this TORFP is released shall respond to this TORFP with either a Task Order (TO) Proposal to this TORFP or a Master Contractor Feedback form (See Section 3).

TORFP Title:	MARYLAND ACCOUNTABILITY AND REPORTING SYSTEM (MARS) TECHNICAL PROJECT MANAGER (TPM)
TO Project Number (TORFP #):	R00B4400089
Functional Area:	Functional Area 10
TORFP Issue Date:	Wednesday, May 7, 2014
Questions Due Date and Time:	Monday, May 19, 2014 no later than 2:00 PM ET
Closing Date and Time:	Tuesday, June 17, 2014 no later than 2:00 PM ET
TORFP Requesting Agency:	Maryland State Department of Education (MSDE)
Send Questions and Proposals to:	Dorothy Richburg Office Phone Number: 410-767-0628 Office Fax Number: 410-333-2017
TO Procurement Officer:	Gail Robinson Office Phone Number: 410-767-0210 Office Fax Number: 410-333-2635 e-mail address: grobinso@msde.state.md.us
TO Manager:	Dorothy Richburg drichburg@msde.state.md.us
TO Type:	Time and materials
Period of Performance:	One (1) base year plus four (4) one-year renewal optional years
MBE Goal:	0%
VSBE Goal:	0%
Small Business Reserve (SBR):	Yes
Primary Place of Performance:	MSDE – Nancy S. Grasmick State Education Building 200 West Baltimore Street Baltimore, MD 21201
TO Pre-proposal Conference:	MSDE – Nancy S. Grasmick State Education Building 200 West Baltimore Street, 8 <sup>th</sup> Floor, CR 2 Baltimore, MD 21201 Friday, May 30, 2014 @ 1:30 PM ET See Attachment 6 for directions.

## SECTION 1 - ADMINISTRATIVE INFORMATION

### 1.1 TORFP SUBJECT TO CATS+ MASTER CONTRACT

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

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

### 1.2 ROLES AND RESPONSIBILITIES

Personnel roles and responsibilities under the TO:

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

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

- **TO Contractor** – The CATS+ Master Contractor awarded the TO Agreement. The TO Contractor shall provide human resources as necessary to perform the services described in this TORFP Scope of Work.
- **TO Contractor Manager** - TO Contractor Manager will serve as primary point of contact with the TO Manager to regularly discuss progress of tasks, upcoming tasking, historical performance, and resolve any issues that may arise pertaining to the TO contractor support personnel. The TO Contractor Manager will serve as liaison between the TO Manager and the senior TO Contractor management.

The TO Contractor will provide invoices as specified under Section 2.12 Invoicing. The TO Contractor is responsible for making payments to the TO Contractor personnel.

- **TO Contractor Personnel** – Any resource provided by the TO Contractor in support of this TORFP over the course of the TORFP period of performance.
- **Proposed Personnel** – Any individual named in the TO Proposal by the Master Contractor to perform work under the scope of this TORFP. Proposed personnel shall start as of TO Agreement issuance unless specified otherwise.

### 1.3 TO AGREEMENT

Based upon an evaluation of TO Proposal responses, a Master Contractor will be selected to conduct the work defined in Section 2 - Scope of Work. A specific TO Agreement, Attachment 3, will then be

entered into between the State and the selected Master Contractor, which will bind the selected Master Contractor (TO Contractor) to the contents of its TO Proposal, including the TO Financial Proposal.

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

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

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

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

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

In the event of more than 10 responsive bids to this TORFP, the MSDE may schedule at the TO Procurement Officer's discretion multiple rounds of interviews that narrow the number of subsequent interviews to the most qualified proposed resources (i.e., perform down selects). Additional details regarding the multiple interview process and down selects are described in Section 4.3 Selection Procedures.

#### **1.6 QUESTIONS**

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

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

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

A pre-proposal conference will be held at the time, date and location indicated on the Key Information Summary Sheet. 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 TO Procurement Officer indicating your planned attendance no later than three (3) business days prior to the pre-proposal conference. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, please contact the TO Procurement Officer no



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

### **1.8 CONFLICT OF INTEREST**

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

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

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

### **1.9 LIMITATION OF LIABILITY**

The TO Contractor's liability is limited in accordance with Section 27 of the CATS+ Master Contract. TO Contractor's liability for this TORFP is limited to 2 times the total TO Agreement amount.

### **1.10 CHANGE ORDERS**

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

### **1.11 TRAVEL REIMBURSEMENT**

Expenses for travel performed in completing tasks for this TORFP shall NOT be reimbursed.

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

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

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

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

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

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

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

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

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

Certain system documentation may be required by the TO Contractor awarded the TO Agreement in order to fulfill the requirements of the TO Agreement. The TO Contractor, employees and agents who review such documents will be required to sign, including but not limited to, a Non-Disclosure Agreement (TO Contractor) in the form of Attachment 11. Given the sensitivity of data associated with this project, the TO Contractor Personnel assigned to this project shall comply with the requirements of CATS+ RFP Section 2.6 and sign Non-Disclosure Agreement as described in Section 1.14.2.

#### **1.15 LIVING WAGE**

The Master Contractor shall abide by the Living Wage requirements under Title 18, State Finance and Procurement Article, Annotated Code of Maryland and the regulations proposed by the Commissioner of Labor and Industry. An Affidavit of Agreement shall be submitted as part of the Master Contract Agreement in accordance with the CATS+ Master Contract.

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

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

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

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

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

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

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

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

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

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

## SECTION 2 - SCOPE OF WORK

### 2.1 PURPOSE

The MSDE is issuing this CATS+ TORFP to obtain one (1) TPM to oversee the Operations & Maintenance efforts of the MARS.

### 2.2 REQUESTING AGENCY BACKGROUND

MSDE is a State agency that was established in 1916, and is overseen by The State Board of Education, to provide for the “general care and supervision of public education” in Maryland. The MDSE is currently made up of 16 Divisions that oversee, develop, and support the delivery of PreK-12 education through 24 county schools systems.

MSDE exemplifies energetic leadership and innovative products and services to improve public education, library services, and rehabilitation services. The Agency has receives funds from the US Department of Agriculture (USDA) to administer the Child Nutrition Programs in Maryland.

In January 2013, MARS replaced the legacy data processing system and associated interfaces that support the OSCNP Nutrition Programs administration and claims annual disbursement of over \$300 million in federal funds. MARS is currently supported under an O&M Task Order on CATS-II set to expire in May 2014. A new multi-year O&M solicitation under CATS+ is being solicited.

### 2.3 EXISTING SYSTEM DESCRIPTION

MARS is a multi-tier Microsoft .NET server solution that supports OSCNP processing of: program administration, agency and site level claims processing, financial management, training, program compliance, outreach, and food distribution.

The recipients of the OSCNP processing include public schools, child & adult care food program institutions and homes, nonprofit private schools, residential child care institutions, charitable institutions, special milk programs, summer food service agencies, and USDA.

The MSDE has an existing O&M CATS contract to handle MARS operation issues and enhancements mandated by USDA’s regulatory changes and reporting updates based on the re-authorization legislation.

Under the O&M CATS-II Task Order, MARS was updated to include the mandated USDA Performance-Based Reimbursement guidelines resulting in a total of \$3.5M additional federal reimbursements to agencies participating in school meals in FY13.

Using the CATS+ Master Agreement, a multi-year O&M Task Order to Support the Operation and Maintenance of MARS will be in place prior to the expiration of the current CATS-II O&M Task Order.

### 2.4 PROFESSIONAL DEVELOPMENT

The TO Contractor shall ensure continuing education opportunities for the personnel provided to support this TORFP. Further, any personnel obtained under this TORFP shall maintain any required professional certifications for the duration of the resulting TO.

The time allocated to these continuing education activities for staff deployed to MSDE on a full-time basis may NOT 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 the MSDE in the near future.

## **2.5 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES**

The TO Contractor shall comply with all applicable laws, regulations, policies, standards, and guidelines affecting information technology and technology projects, which may be created or changed periodically.

The TO Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting security and technology project execution.

The following policies, guidelines and methodologies can be found at the DoIT site (<http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx>). 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 Information Technology Non-Visual Access Standards
- The TO Contractor shall follow project management methodologies consistent with the Project Management Institute's Project Management Body of Knowledge Guide.
- TO Contractor assigned personnel shall follow a consistent methodology for all TO activities.

## **2.6 REQUIREMENTS**

The TPM shall provide day-to-day management of O&M efforts and assist with assessment of mandates and maintenance efforts, identifying issues and risk, maintain issue logs, host internal and joint meetings, publishing schedules and status reports, recommend possible issue and risk mitigation strategies associated with O&M efforts. The TPM shall develop work orders (WO) for the O&M Contractor based on requirements from USDA, or MARS Executive stakeholders, and finalize and approve work orders to accomplish maintenance efforts.

The TPM shall also act as a facilitator between the State agency, MSDE-OIT and the O&M vendor, and is responsible for ensuring that work performed by the O&M vendor is within scope, consistent with requirements, and delivered on time and on budget.

The TPM shall also identify critical paths, tasks, dates, testing, and acceptance criteria and ensures that the O&M efforts stays on track and meets all WO objectives.

### **2.6.1 TO CONTRACTOR RESPONSIBILITIES**

The TO Contractor shall provide one (1) fully dedicated onsite resource to supply the services as identified in Section 2.6.2.

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

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

A) Recurring activities for the TO Contractor to include:

1) Daily:

- a) Collaboration with the MARS O&M vendor, MSDE-OIT staff, MARS stakeholders and MARS interface owners.

- b) Review logged issues and monitor escalation efforts.
  - c) Draft and review WO for scheduled maintenance efforts.
  - d) Provide direction and oversight of technical and functional staff working with MARS.
    - i) Build and maintain scripts to be used by non-technical staff to upload and download Generation Data Group datasets from the State of Maryland IBM mainframe.
    - ii) Build scripts and routines to generate Test data file.
    - iii) Help configure ODBC read only connections and formulate queries.
    - iv) Assist MARS Help Desk with troubleshoot browser settings prior to logging issues.
- 2) Weekly:
- a) Hold weekly meeting with MARS O&M vendor to review the status of assigned WOs and reported production issues and review of documents using Team Foundation Server SharePoint services.
  - b) Monitor development efforts through weekly meetings with the MARS O&M Contractor.
  - c) Update O&M and Business Operations schedule.
  - d) Send emails to stakeholders providing status of scheduled and reported issues.
  - e) Prepare required WO documentation, including functional requirements, testing, and acceptance delivery documentation to ensure that deliverables meet State and federal requirements.
  - f) Use SharePoint Services in Team Foundation Server to track and manage WO documents, monitor testing, and track activities.
- 3) Monthly:
- a) Maintain documents in accordance to SDLC standards.
  - b) Maintain UAT and production issue logs relating to WO and release management.
  - c) Host monthly joint meetings with MSDE stakeholders and the O&M vendor to review progress, issues, schedules, and risks.
  - d) Sign and submit WO and revised Design Documents to the O&M vendor for review and approval.
  - e) Monitor monthly upload interfaces with the State Financial Management Information System (FMIS)
    - i) Work with non-technical staff to use TSO/SPFS utilities to upload and verify outputs of the FMIS test system.
    - ii) Track any issues the MARS payment process with the FMIS help desk, and schedule follow-up activities.
  - f) Provide a monthly log timesheet showing the efforts and time spent during the previous month.
  - g) Provide a monthly report tracking spending against the appropriations in FMIS of the TO for the O&M vendor.
  - h) Provide a monthly report tracking vendor MBE participation against the payments made to the O&M vendor.
- 4) Quarterly:
- a) Create MARS production release schedules based on WO and Business Operations schedules.

- b) Verify delivery and content of UAT items.
- c) Verify and document acceptance of UAT releases ready for production.
- d) Verify final acceptance of production releases and completeness of assigned WO.
- e) Prepare impact analysis and technical WO documents for mandated configuration changes by MSDE-OIT
- f) Collaborate with MSDE/OIT and the O&M vendor to review the MSDE/OIT managed VMWARE environments for development, QA testing, and UAT testing to include:
  - i) Determine scheduling refresh of testing databases,
  - ii) Review MARS Critical Business Operations schedule,
  - iii) Review existing performance issues,
  - iv) Plan scheduled downtime,
  - v) Provide Release Management,
  - vi) Evaluate Projected growth of the MARS database,
  - vii) Manage MSDE/OIT scheduled upgrades,
  - viii) Perform review of database performance,
  - ix) Address security measure, including local accounts, services, and database connection

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

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

### **2.6.4 BACKUP / DISASTER RECOVERY**

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

### **2.6.5 REQUIREMENTS FOR HARDWARE, SOFTWARE, AND MATERIALS**

The TO Contractor shall supply the TPM a computing device such as a tablet, notebook, netbook, or laptop, with licensed software capable of:

- A. Providing active Virus Protection
- B. Building and maintaining Microsoft 2007 Visio document
- C. Reading, generating, and signing PDF documents
- D. Building and maintaining Microsoft 2007 word, Excel, PowerPoint, and Access ODBC profiles
- E. Building and maintaining Microsoft Project 2007 documents
- F. Providing WebEx or comparable online conferencing software
- G. Connecting tools to provide IMB 3270 terminal emulation
- H. File transfer tools using FTP
- I. Providing VPN Client software
- J. Supporting a browser that is compatible with Microsoft Internet Explorer 9

## 2.7 PERFORMANCE AND PERSONNEL

### 2.7.1 WORK HOURS

- Business Hours Support: The TO Contractor's collective assigned personnel shall support core business hours (8:00 AM to 5:00 PM), Monday through Friday except for State holidays, Service Reduction Days, and Furlough Days observed by the MSDE. TO Contractor personnel may also be required to provide occasional support outside of core business hours, including evenings, overnight, and weekends, to support: specific efforts and emergencies to resolve system repair or restoration.
- Scheduled Non-Business Hours Support: After hours support may be necessary to respond to IT Security emergency situations. Additionally, services may also involve some evening and/or weekend hours performing planned system upgrades in addition to core business hours. Hours performing system upgrades would be billed on actual time worked at the rates proposed.
- State-Mandated Service Reduction Days: TO Contractor personnel shall be required to participate in the State-mandated Service Reduction Days as well as State Furlough Days. In this event, the TO Contractor will be notified in writing by the TO Manager of these details.
- Minimum and Maximum Hours: Full-time TO Contractor personnel shall work a minimum of 40 hours per week with starting and ending times as approved by the TO Manager. A flexible work schedule may be used with TO Manager approval, including time to support any efforts outside core business hours. TO Contractor personnel may also be requested to restrict the number of hours TO Contractor personnel can work within a given period of time that may result in less than an eight hour day or less than a 40 hour work week.
- Vacation Hours: Requests for leave shall be submitted to the TO Manager at least two weeks in advance. The TO Manager reserves the right to request a temporary replacement if leave extends longer than one consecutive week. In cases where there is insufficient coverage, a leave request may be denied.

### 2.7.2 PERFORMANCE EVALUATION

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

### 2.7.3 PERFORMANCE ISSUE MITIGATION

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

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

- C) Should performance issues persist, the TO Manager may give written notice or request the immediate removal of person(s) whose performance is at issue, and determine whether a substitution is required.

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

The substitution of personnel procedures is as follows:

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

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

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



## **2.8 DELIVERABLES**

### **2.8.1 DELIVERABLE SUBMISSION**

For every deliverable, the TO Contractor shall request that the TO Manager confirm receipt of that deliverable by sending an Agency Receipt of Deliverable form (Attachment 8) with the deliverable. The TO Manager will acknowledge receipt of the deliverable via email using the provided form.

For every deliverable, the TO Contractor shall submit by email an Agency Deliverable Product Acceptance Form (DPAF), provided as Attachment 9, to the TO Manager in MS Word (2007 or greater).

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

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

For any written deliverable, the TO Manager may request a draft version of the deliverable, to comply with the minimum deliverable quality criteria listed in Section 2.8.3. Drafts of each final deliverable, except status reports, are required at least 10 business days in advance of when the final deliverables are due (with the exception of deliverables due at the beginning of the project where this lead time is not possible, or where draft delivery date is explicitly specified). Draft versions of a deliverable shall comply with the minimum deliverable quality criteria listed in Section 2.8.3.

### **2.8.2 DELIVERABLE ACCEPTANCE**

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

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

The TO Manager will issue to the TO Contractor a notice of acceptance or rejection of the deliverable in the DPAF (Attachment 9). Following the return of the DPAF indicating "Accepted" and signed by the TO Manager, the TO Contractor shall submit a proper invoice in accordance with the procedures in Section 2.12.2. The invoice must be accompanied by a copy of the executed DPAF or payment may be withheld.

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

Subsequent reviews for a deliverable containing deficiencies will be limited to the original deficiencies and the portions of the deliverable that were dependent on the deficiencies.

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

### 2.8.3 MINIMUM DELIVERABLE QUALITY

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

Each deliverable shall meet the following minimum acceptance criteria:

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

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

### 2.8.4 DELIVERABLE DESCRIPTIONS / ACCEPTANCE CRITERIA

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

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
2.8.4.1	Production Report	Provide a Microsoft (MS) Excel spreadsheet with worksheets listing accomplishments in the last 10 business days, a worksheet showing a summary of issues identifying: date reported, current status, Assigned to, reported by, expected completion, and dependencies	Initial Delivery: NTP+5 business days Updates: The first Business day of the week
2.8.4.2	Progress Report	Provide a MS Word document and distribute to Executive and SME	Initial Delivery: NTP+ 30 Updates: Prior to the 10 <sup>th</sup> of the each Month.

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
		Stakeholders accurately describing: <ol style="list-style-type: none"> <li>1. Key Accomplishments</li> <li>2. Activities in Progress</li> <li>3. Action Items</li> <li>4. Reminders &amp; Meetings</li> <li>5. Project risks</li> <li>6. Change Requests</li> <li>7. Deliverable Status</li> <li>8. Budget Tracking</li> <li>9. Project Financial Tracking to State Financial Reports (MIS/DAFR)</li> <li>10. Task Orders Status</li> <li>11. Recourse Time off Schedules</li> </ol>	
2.8.4.3	Monthly Project Schedule	Maintain and a Microsoft Project schedule demonstrating tasks, task estimates, resource assignments, and dependencies for both Agency and TO Contractor personnel, with tasks no less than 8 hours and no greater than 80 hours.	Initial Delivery: NTP+ 30 Updates: Bi-weekly the 2 <sup>nd</sup> and 4 <sup>th</sup> Thursday of the month.
2.8.4.4	Quarterly Release Meetings	Host Webinar meeting and report: <ol style="list-style-type: none"> <li>1. Scheduled release activities</li> <li>2. Estimates on efforts and total expected Down Time</li> <li>3. Validation and acceptance activities</li> <li>4. Resource Recognition</li> <li>5. Issues, Risk Events and Mitigations</li> <li>6. Lesson Learned</li> <li>7. List Required Follow-up efforts</li> </ol>	5 business day prior and 5 business days after a Scheduled Quarterly Update
2.8.4.5	Quarterly Release Notes	Produce a MS Word documents for distribution to the TO Manager, MARS	5 business days following a Scheduled Quarterly Release

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
		Help Desk, O&M Vendor and MARS Executive sponsors with section describing: <ol style="list-style-type: none"> <li>1. Release date and measured downtime.</li> <li>2. Task Orders included in the latest release,</li> <li>3. Outstanding Items,</li> <li>4. Lessons Learned</li> <li>5. Staff Recognition</li> </ol>	
2.8.4.6	Monthly Time Sheet	Submit monthly Time Sheet to the TO Manager as described in 2.12.1	Prior to the 5 <sup>th</sup> business day of the month

## 2.9 MINIMUM QUALIFICATIONS

### 2.9.1 OFFEROR'S COMPANY MINIMUM QUALIFICATIONS

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

### 2.9.2 OFFEROR'S PERSONNEL MINIMUM QUALIFICATIONS

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

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

The TO Contractor proposed TPM candidate shall meet the following minimum qualifications:

- A. Current PMI certification as a Project Manager Professional (PMP)
- B. At least eight (8) years of experience in project management.
- C. At least five (5) years of experience managing Software Maintenance and Development projects
- D. Must have acted as the lead on at least three (3) projects .
  - a. At least one (1) project example must have had a budget over \$5 million
- E. Must demonstrate at least five (5) years of experience in providing daily oversight, management and technical leadership for implementation of technology projects
- F. Must demonstrate at least five (5) years of preparing and providing regular financial, resource and project schedule updates;.

## 2.10 TO CONTRACTOR AND PERSONNEL OTHER REQUIREMENTS

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

- A. Ten (10) years of experience in information technology or a Masters in Computer Science
- B. Five (5) years' experience of project management O&M experience on role based security Portal and Intranet solutions in a Microsoft server based multi-tiered environment on .Net framework, and manage development, testing and implementation of multi-million dollar technology projects.
- C. Five (5) years' experience managing the full systems development lifecycle from project inception through project closure and into operations and maintenance.
- D. Must demonstrate clear project management skills that include defining and meeting tight deadlines, risk management, working within budget limitations, and motivating the team to deliver upon those constraints
- E. Three (3) years' experience understanding of system design, using Unified Modeling Language (UML), and experience validating data models and prototypes.
- F. Five (5) years' experience in management and leadership skill in technical and non-technical personnel of complex projects using: VPN, remote desktop connections, and webinar meeting tools.
- G. Five (5) years' experience as the certified PM leading technical personnel through the delivery of complex projects.
- H. Five (5) years' experience resolving technical problems associated with software development
- I. Five (5) years' experience interviewing staff, evaluating business processes, and writing technical specifications for to engineer to build work flow procedures, reports, and user interfaces in English.
- G. Three (3) years' combined experience managing projects using: VMware server services, Microsoft Active Directory, supporting IIS-7 and .NET platforms, Microsoft SQL , ODBC connections, and SQL Stored Procedures.
- H. At least four (4) years of experience managing and drafting Requests for Proposals for information technology projects subject to State or federal procurement regulations
- J. Three (3) years' combined experience supervising the configuration management of production web-based application and intranet applications; as well as, maintaining test data, and UAT environments.
- K. Three (3) years' combined experience working with Microsoft tools: Team Foundation Server Universal Access Gateway services, Microsoft Office 2010 and 2013, Visio Two 2007 or later, Microsoft Project Two 2010 and 2013, and SharePoint services
- L. Two (2) years' experience supporting and testing interface files and understanding access controls for the State FMIS system

## 2.11 RETAINAGE

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

## 2.12 INVOICING

Invoicing shall be submitted monthly. Invoicing shall reflect costs for hours worked during the month and shall be accompanied by signed notice(s) of acceptance (DPAF) for all invoices submitted for payment. Payment of invoices will be withheld if a signed Acceptance of Deliverable Form (Attachment 9) is not submitted.

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

Payment will only be made upon completion and acceptance of the deliverables as defined in Section 2.8.

### 2.12.1 TIME SHEET SUBMISSION AND ACCEPTANCE

Within three business days after the last business day of the prior month, the TO Contractor resource shall submit a monthly timesheet for the preceding month providing data for all resources provided under the TO.

At a minimum, each monthly timesheet shall show:

- A) Title: "Time Sheet for MARS Technical Project Manager"
- B) Issuing company name, address, and telephone number
- C) For each employee /resource:
  - a) Employee / resource name
  - b) For each week ending date, e.g., "Week Ending: mm/dd/yyyy" (weeks run Sunday through Saturday)
    - (1) Tasks completed that week and the associated deliverable names and ID#s
    - (2) Number of hours worked each day
    - (3) Total number of hours worked that week
    - (4) Weekly variance above or below 40 hours
    - (5) Annual number of hours planned under the TO
    - (6) Annual number of hours worked to date
    - (7) Balance of hours remaining
    - (8) Annual variance to date (Sum of weekly variances)
- D) Signature and date lines for the TO Manager

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

### 2.12.2 INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

- A) A proper invoice shall identify "MSDE" as the recipient and contain the following information: date of invoice, TO Agreement number, deliverable description, deliverable

- B) number (e.g., “2.7.4.1.”), period of performance covered by the invoice, a total invoice amount, and a TO Contractor point of contact with telephone number. Also include for each person covered by the invoice the following, individually listed per person: name, hours worked, hourly labor rate, invoice amount.
- C) The TO Contractor shall send the original of each invoice and signed DPAF (Attachment 9), for each deliverable being invoiced to the MSDE at following address, with an email copy to the TO Manager.

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

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

**2.12.3 WORK ORDER PROCESS**

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

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

### 3.1 REQUIRED RESPONSE

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

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

### 3.2 SUBMISSION

The TO Proposal shall be submitted via two e-mails, each not to exceed 5 MB.

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

- Subject line “CATS+ TORFP # R00B4400089 Technical” plus the Master Contractor Name
- One attachment labeled “TORFP R00B4400089 Technical - Attachments” containing all Technical Proposal Attachments (see Section 3.3 below), signed and in PDF format.
- One attachment labeled “TORFP R00B4400089 Technical – Proposal” in Microsoft Word format (2007 or later).

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

- Subject line “CATS+ TORFP # R00B4400089 Financial” plus the Master Contractor Name
- One attachment labeled “TORFP R00B4400089 Financial” containing the Financial Proposal contents, signed and in PDF format.

### 3.3 SUMMARY OF ATTACHMENTS

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

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

- Attachment 4 – Conflict of Interest Affidavit and Disclosure - Signed PDF
- Attachment 5 and Attachment 5A- Labor Classification Personnel Resume Summary (Forms LC1 and TM1 – scanned original or electronic signature
- Attachment 13 – Living Wage Affidavit of Agreement - Signed PDF
- Attachment 16 - Certification Regarding Investments in Iran - Signed PDF

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

- Attachment 1 Price Proposal – Signed PDF



### 3.4 PROPOSAL FORMAT

A TO Proposal shall contain the following sections in order:

#### 3.4.1 TO TECHNICAL PROPOSAL

##### A) Proposed Services

- 1) Executive Summary: A one-page summary describing the Master Contractor's understanding of the TORFP scope of work (Section 2) and proposed solution.
- 2) Proposed Solution: A more detailed description of the Master Contractor's understanding of the TORFP scope of work, proposed methodology and solution. The proposed solution shall be organized to exactly match the requirements outlined in Section 2.
- 3) Draft Risk Assessment: Identification and prioritization of risks inherent in meeting the requirements in Section 2 - Scope of Work. Includes a description of strategies to mitigate risks. If the Risk Assessment appears as a deliverable in Section 2 – Scope of Work, that version will be a final version. Any subsequent versions should be approved through a formal configuration or change management process.
- 4) Assumptions: A description of any assumptions formed by the Master Contractor in developing the Technical Proposal. Master Contractors should avoid assumptions that counter or constitute exceptions to TORFP terms and conditions.
- 5) Tools the TO Contractor owns and proposes for use to meet any requirements in Section 2.

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

##### C) Proposed Personnel

Master Contractors shall propose exactly one (1) resume.

- 1) Complete and provide Attachment 5 – Labor Classification Personnel Resume Summary for the proposed resource (forms LC1 and TM1). The information should show:
  - a) In Form LC1 - The proposed person's skills and experience as they relate to the Master Contractor's proposed solution and Section 2 – Scope of Work.
  - b) In Form TM1 – List how the proposed person's background meets all minimum personnel requirements listed in this TORFP and the CATS+ Master Contract for the relevant labor category.
- 2) Provide evidence the proposed person possesses the required certifications in accordance with Section 2.9.2 Offeror's Personnel Minimum Qualifications.
- 3) Provide three (3) references per proposed person containing the information listed in Attachment, Form LC1 section A.

##### D) MBE, SBE Participation and VSBE Participation

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

NO MBE, SBE, or VSBE forms are required for this TORFP.

E) Master Contractor and Subcontractor Experience and Capabilities

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

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

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

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

F) State Assistance

Provide an estimate of expectation concerning participation by State personnel.

G) Confidentiality

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

**3.4.2. TO FINANCIAL PROPOSAL**

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

## SECTION 4 - TASK ORDER AWARD PROCESS

### 4.1 OVERVIEW

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

### 4.2 TO PROPOSAL EVALUATION CRITERIA

The following are technical criteria for evaluating a TO Proposal in descending order of importance. Failure to meet the minimum company personnel qualifications shall disqualify a proposal:

- A) The capability of the proposed resources to perform the required tasks and produce the required deliverables in the TORFP Scope of Work – Section 2. Capability will be determined from each proposed individual's resume, reference checks, and oral presentation (See Section 1.5 Oral Presentations/Interviews).
- B) The Master Contractors overall understanding of the TORFP Scope of Work – Section 2. Level of understanding will be determined by the quality and accuracy of the technical proposal in adherence to Section 3.4.

### 4.3 SELECTION PROCEDURES

- A) TO Proposals will be assessed throughout the evaluation process for compliance with the minimum qualifications listed in Section 2 of this TORFP, and quality of responses to Section 3.4.1 TO Technical Proposal.
- B) Interviews will be performed for the proposed personnel from all TO Proposals deemed technically qualified. As described in Section 1.5, in the event that more than 10 responsive proposals, the TO Procurement Officer may perform a down select. The TO Procurement Officer will notify the Offeror at time of scheduling initial interviews whether subsequent rounds of interviews are required. When used, the down select procedures to be followed by the TO Procurement Officer are as follows:
  - a) The State will conduct interviews of all personnel proposed in each TO Proposal that meets minimum qualifications.
  - b) A technical ranking will be performed for all proposed personnel based on initial interview. Proposed personnel will be ranked from highest to lowest for technical merit based on the quality of the proposals submitted and interview results.
  - c) If the evaluation committee determines the Interviewee is unable to correctly respond to the technical questions, the Master Contractor will be determined non-susceptible for award and financials will not be considered.
- C) For TO Proposals deemed technically qualified, the associated TO Financial Proposal will be opened. All others will be deemed not reasonably susceptible for award and the TO Procurement Officer will notify the Master Contractor it has not been selected to perform the work.

- D) Qualified TO Financial Proposal responses will be reviewed and ranked from lowest to highest price proposed.
- E) The most advantageous TO Proposal considering both the technical and financial submissions shall be selected for TO award. In making this selection, technical merit has greater weight.
- F) All Master Contractors submitting a TO Proposal shall receive written notice from the TO Procurement Officer identifying the awardee.

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

Commencement of work in response to a TO Agreement shall be initiated only upon issuance of a fully executed TO Agreement, a Non-Disclosure Agreement (To Contractor), a Purchase Order, and by a Notice to Proceed authorized by the TO Procurement Officer. See Attachment 7 - Notice to Proceed (sample), Attachment 19 Criminal Background Check Affidavit.

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## LIST OF ATTACHMENTS

Attachment Label	Attachment Name	Applicable to this TORFP?	Submit with Proposal?*(Submit, Do Not Submit, N/A)
Attachment 1	Price Proposal	Applicable	Submit with TO Financial Proposal
Attachment 2	Minority Business Enterprise Participation (Attachments D-1 – D-7)	<i>Not Applicable</i>	N/A
Attachment 3	Task Order Agreement (TO Agreement)	Applicable	Do Not Submit with Proposal
Attachment 4	Conflict of Interest Affidavit and Disclosure	Applicable	Submit with TO Technical Proposal
Attachment 5	Labor Classification Personnel Resume Summary	Applicable	Submit with TO Technical Proposal
Attachment 6	Pre-Proposal Conference Directions	Applicable	Do Not Submit with Proposal
Attachment 7	Notice to Proceed (Sample)	Applicable	Do Not Submit with Proposal
Attachment 8	Agency Receipt of Deliverable Form	Applicable	Do Not Submit with Proposal
Attachment 9	Agency Deliverable Product Acceptance Form (DPAF)	Applicable	Do Not Submit with Proposal
Attachment 10	Non-Disclosure Agreement (Offeror)	Applicable	Do Not Submit with Proposal
Attachment 11	Non-Disclosure Agreement (TO Contractor)	Applicable	Do Not Submit with Proposal
Attachment 12	TO Contractor Self-Reporting Checklist	Applicable	Do Not Submit with Proposal
Attachment 13	Living Wage Affidavit of Agreement	Applicable	Submit with TO Technical Proposal
Attachment 14	Mercury Affidavit	Not Applicable	N/A
Attachment 15	Veteran Owned Small Business Enterprise Utilization Affidavit	Not Applicable	N/A
Attachment 16	Certification Regarding Investments in Iran	Applicable	Submit with TO Technical Proposal
Attachment 17	Sample Work Order	Not Applicable	N/A
Attachment 18	Performance Evaluation Form	Applicable	Do Not Submit with Proposal
Attachment 19	Criminal Background Check Affidavit	Applicable	Do not Submit with Proposal

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

**ATTACHMENT 1 PRICE PROPOSAL**

**PRICE PROPOSAL (TIME AND MATERIALS) FOR CATS+ TORFP # R00B4400089**

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.

Job Title from TORFP	CATS+ Labor Category Proposed by Master Contractor	Hourly Labor Rate (A)	Total Class Hours (B)	Total Proposed CATS+ TORFP Price (Evaluated Price) (C)
<b>Year 1 (Base Year)</b>				
Technical Project Manager	Insert CATS+ Labor Category	\$	2080	\$
<b>Year 2 (Option Year 1)</b>				
Technical Project Manager	Insert CATS+ Labor Category	\$	2080	\$
<b>Year 3 (Option Year 2)</b>				
Technical Project Manager	Insert CATS+ Labor Category	\$	2080	\$
<b>Year 4 (Option Year 3)</b>				
Technical Project Manager	Insert CATS+ Labor Category	\$	2080	\$
<b>Year 5 (Option Year 4)</b>				
Technical Project Manager	Insert CATS+ Labor Category	\$	2080	\$
<b>Total Evaluated Price (Years 1 – 5)</b>				\$

\_\_\_\_\_  
Authorized Individual Name

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

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
DUNS Number

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

**ATTACHMENT 2 MINORITY BUSINESS ENTERPRISE FORMS**

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP



**ATTACHMENT 3 TASK ORDER AGREEMENT**CATS+ TORFP# **ADPICS PO Number** OF MASTER CONTRACT #060B2490023

This Task Order Agreement (“TO Agreement”) is made this **day** of **Month**, 20**XX** by and between \_\_\_\_\_ (TO 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 **TO Requesting Agency**, as identified in the CATS+ TORFP # **ADPICS PO**.
  - b) “CATS+ TORFP” means the Task Order Request for Proposals # **ADPICS PO**, dated **MONTH DAY, YEAR**, including any addenda.
  - c) “Master Contract” means the CATS+ Master Contract between the Maryland Department of Information Technology and TO Contractor dated **MONTH DAY, YEAR**.
  - d) “TO Procurement Officer” means **TO Procurement Officer**. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
  - e) “TO Agreement” means this signed TO Agreement between **MSDE** and TO Contractor.
  - f) “TO Contractor” means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is \_\_\_\_\_.
  - g) “TO Manager” means TO Manager of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
  - h) “TO Technical Proposal” means the TO Contractor’s technical response to the CATS+ TORFP dated date of TO Technical Proposal.
  - i) “TO Financial Proposal” means the TO Contractor’s financial response to the CATS+ TORFP dated date of TO Financial Proposal.
  - j) “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.
2. Scope of Work
  - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend conflict with or super-cede the Master Contract.
  - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS+ TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
    - a) The TO Agreement,
    - b) Exhibit A – CATS+ TORFP
    - c) Exhibit B – TO Technical Proposal

## d) Exhibit C – TO Financial Proposal

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

## 3. Time for Performance

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

## 4. Consideration and Payment

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

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

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

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

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

**TO Contractor Name**

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

\_\_\_\_\_  
Date

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

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

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

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

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

- 1) For this solicitation,
  - a) Master Contractors shall propose a specific resource to fill every job title listed below. If allowed by the solicitation, one resource may be proposed to fill more than one job title. Failure to propose a resource for each job title identified as part of the TO Proposal will result in the TO Technical Proposal being deemed not susceptible for award.
  - b) Master Contractors shall propose the CATS+ Labor Category that best fits each proposed resource. Master Contractors shall comply with all personnel requirements under the Master Contract RFP 060B2490023.
  - c) Master Contractors shall propose a maximum of 1 resource per job title listed below.
  - d) Failure of any proposed resource to meet minimum requirements as listed in this TORFP and in the CATS+ Master Contract will result in the entire TO Technical Proposal being deemed not susceptible for award.
- 2) Job Titles
  - a) Technical Project Manager, PMP
- 3) For each job title above, the Master Contractor shall complete one Attachment 5 form and one Attachment 5A form using the templates provided. Alternate worksheets are not allowed. The Attachment 5A – Form TM1- is a separate form labeled *Attachment 5A Form TM1 - Requirements Qualification Traceability Matrix.xls*.
- 4) Form Completion
  - a) Complete one Personnel Resume Summary (Attachment 5 Form LC1) per proposed person to present each proposed person’s resume in a standard format.
  - b) Additional information may be attached to each Personnel Resume Summary that may assist a full and complete understanding of the individual being proposed.
  - c) Instructions for Attachment 5A – Form TM1 - Requirements Qualification Traceability Matrix. Complete the following parts:
 

**Part A) CATS+ Minimum Qualifications:** For each job title above, the Master Contractor shall insert each specific minimum qualification requirement from the CATS+ Master Contract for the proposed labor category. Each minimum requirement shall be followed by one or more examples that demonstrate how the proposed resource meets the minimum requirement. Account for all minimum qualifications, including any experience, education, or professional certifications.

    - (1) Where there is a time requirement such as three months’ experience, *you shall provide the dates from and to showing an amount of time that equals or exceeds the mandatory time requirement.* Enter multiple examples if necessary to show the required time is met using multiple experiences.
    - (2) Include the data to support the example within the table. Cross-referencing other cells within the matrix or other portions of the TO Technical Proposal shall only be allowed when referencing proof of certification provided elsewhere in the TO

Technical Proposal. *For example, proof of current Oracle Certified Professional status may be cross referenced from the matrix if a copy of the certification is submitted as part of the TO Technical Proposal.*

Part B) Other TORFP Minimum Qualifications: For each job title above, the Master Contractor shall insert each specific minimum qualification requirement listed in the solicitation. Each minimum requirement shall be followed by one or more examples that demonstrate how the proposed resource meets the minimum requirement. Account for all minimum qualifications, including any experience, education, or professional certifications.

Part C) Other Personnel Requirements: After all minimum qualification requirements, the Master Contractor shall insert any other personnel requirements listed within this TORFP and describe how the proposed resource meets those requirements.

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

CATS+ TORFP # R00B4400089

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

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

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

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

**Relevant Work Experience\***

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

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

**Employment History\***

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

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

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

\*Fill out each box. Do not enter "see resume" as a response.

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

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

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

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

### Master Contractor Representative:

\_\_\_\_\_

Print Name

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

### Proposed Individual:

\_\_\_\_\_

Signature

\_\_\_\_\_

Date



## ATTACHMENT 6 PRE-PROPOSAL CONFERENCE DIRECTIONS

Maryland State Department of Education  
1:30 PM ET  
Nancy S Grasmick State Education Building  
200 West Baltimore Street, 8<sup>th</sup> Floor, CR 2  
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 NOTICE TO PROCEED (SAMPLE)**

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS+ TO Project Number (TORFP #): ADPICS PO

Dear TO Contractor Contact:

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

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

Sincerely,

TO Procurement Officer

Task Order Procurement Officer

Enclosures (2)

cc: TO Manager

Procurement Liaison Office, Department of Information Technology

Project Oversight Office, Department of Information Technology

**ATTACHMENT 8 AGENCY RECEIPT OF DELIVERABLE FORM**

I acknowledge receipt of the following:

TORFP Title: TORFP Title

TO Project Number (TORFP #): ADPICS PO

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

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

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

Name of TO Manager: TO Manager

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

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

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

**ATTACHMENT 9 AGENCY DELIVERABLE PRODUCT ACCEPTANCE FORM**

Agency Name: **MSDE**

TORFP Title: **TORFP Project Name**

TO Manager: **TO Manager and Phone Number**

To:

The following deliverable, as required by TO Project Number (TORFP #): **#ADPICS PO** has been received and reviewed in accordance with the TORFP.

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

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

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

This deliverable:

Is accepted as delivered.

Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

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

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

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

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

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS+ TORFP # **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 described above, the OFFEROR agrees as follows:

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

OFFEROR: \_\_\_\_\_ BY: \_\_\_\_\_  
 NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_

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

**THIS NON-DISCLOSURE AGREEMENT** (“Agreement”) is made as of this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the State of Maryland (“the State”), acting by and through its **MSDE** (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 procurement issued by the Department, Project Number 060B2490023; and

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

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

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

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

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

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

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

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

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

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

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

**TO Requesting Agency:**

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

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

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

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

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

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

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

Printed Name and Address  
of Employee or Agent

Signature

Date

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



## ATTACHMENT 12 TO CONTRACTOR SELF-REPORTING CHECKLIST

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

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

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

SUBMIT AS INSTRUCTED IN TORFP.

**ATTACHMENT 13 LIVING WAGE AFFIDAVIT OF AGREEMENT**

Contract No. \_\_\_\_\_  
Name of Contractor \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

**If the Contract is Exempt from the Living Wage Law**

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

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

**If the Contract is a Living Wage Contract**

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

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

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

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

Name of Authorized Representative: \_\_\_\_\_  
Signature of Authorized Representative \_\_\_\_\_  
Date: \_\_\_\_\_ Title: \_\_\_\_\_  
Witness Name (Typed or Printed): \_\_\_\_\_  
Witness Signature and Date: \_\_\_\_\_

**ATTACHMENT 14 MERCURY AFFIDAVIT**

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP

**ATTACHMENT 15 STATE OF MARYLAND  
VETERAN SMALL BUSINESS ENTERPRISE PARTICIPATION (VSBE)  
THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP**

## ATTACHMENT 16 CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

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

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

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

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

### CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

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

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

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

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

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

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

**ATTACHMENT 17 SAMPLE WORK ORDER**

THIS ATTACHMENT DOES NOT APPLY TO THIS RFP

## ATTACHMENT 18 PERFORMANCE EVALUATION FORM

TORFP Title: **TORFP Title**

TORFP # **ADPICS PO**

Name of Contractor being evaluated: <insert name>

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

Evaluation Month & Year:

Role (TORFP Section 2.X):

Labor Category:

TO Contractor Name:

TO Contractor Contact:

MSDE TO Manager:

**TO Requesting Agency:** TO Requesting Agency

### PROJECT PERSONNEL PERFORMANCE RATING\*

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

Performance Area	Satisfactory	Unsatisfactory
Attendance and Timeliness		
Work Productivity		
Work Quality		
Teamwork		
Communication		
Customer Service		

\*Project Personnel must maintain a “Satisfactory” rating for each performance area. The TO Contractor shall take action to address any unsatisfactory rating. At the TO Manager’s discretion, employee performance may be rejected and payment withheld pending employee performance mitigation or employee substitution.

Employee performance overall is accepted.

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

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

OTHER COMMENTS:

Signature of Evaluator

Date

Signature of TO Contractor

Date



**ATTACHMENT 19 CRIMINAL BACKGROUND CHECK AFFIDAVIT**

**AUTHORIZED REPRESENTATIVE**

**I HEREBY AFFIRM THAT:**

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

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

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date