

TASK ORDER AGREEMENT

CATS+ TORFP# R00B7400027 OF MASTER CONTRACT #060B2490023

This Task Order Agreement ("TO Agreement") is made this 21st of March, 2017 by and between The Canton Group, LLC (TO Contractor) and the STATE OF MARYLAND, Maryland State Department of Education (MSDE).

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
 - a) "Department" means Maryland State Department of Education, as identified in the CATS+ TORFP # R00B7400027.
 - b) "CATS+ TORFP" means the Task Order Request for Proposals # R00B7400027, dated MONTH DAY, YEAR, including any addenda and amendments.
 - c) "Master Contract" means the CATS+ Master Contract between the Maryland Department of Information Technology and TO Contractor dated April 22, 2013.
 - d) "TO Procurement Officer" means June Dwyer. The Department may change the TO Procurement Officer at any time by written notice.
 - 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 2400 Boston Street, Baltimore, MD 21224.
 - g) "TO Manager" means Antonio Herrera. The Department 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 January 17, 2017.
 - i) "TO Financial Proposal" means the TO Contractor's Best and Final financial response to the CATS+ TORFP dated February 23, 2017.
 - j) "TO Proposal" collectively refers to the TO Technical Proposal and TO Financial Proposal.
2. Scope of Work
 - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supersede the Master Contract.
 - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 3 of the CATS+ TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
 - a) The TO Agreement,
 - b) Exhibit A – CATS+ TORFP

- c) Exhibit B – TO Technical Proposal
- d) Exhibit C – TO Financial Proposal

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

3. Time for Performance

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS+ TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of three (3) base years commencing on March 27, 2017 and terminating on March 31, 2020. At the sole option of the State, this TO Agreement may be extended for one (1) additional, two (2) year period for a total TO Agreement period ending on March 31, 2022.

4. Consideration and Payment

- 4.1 The consideration to be paid the TO Contractor shall not exceed \$6,353,210.28 (base period) and \$4,327,089.12 (option period) for a total not to exceed value of \$10,680,299.41. 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 3 of the CATS+ TORFP, but no later than thirty (30) days after the Department's receipt of a proper invoice for services provided by the TO Contractor, acceptance by the Department of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.
- 4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is [REDACTED]. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to the Department 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



3-12-2017

Date

STATE OF MARYLAND, MSDE



3/21/17

Date