



**CONSULTING AND TECHNICAL SERVICES (CATS)**

**TASK ORDER REQUEST FOR PROPOSALS (TORFP)**

**EDUCATOR INFORMATION SYSTEM (EIS) OPERATIONS & MAINTENANCE SUPPORT**

**CATS TORFP PROJECT R00P9203320**

**MARYLAND STATE DEPARTMENT OF EDUCATION**

**ISSUE DATE: TUESDAY, MARCH 17, 2009**

## CONTENTS

<b>KEY INFORMATION SUMMARY SHEET .....</b>	<b>4</b>
<b>PRE-PROPOSAL CONFERENCE INTENT TO ATTEND.....</b>	<b>5</b>
<b>NOTICE TO MASTER CONTRACTORS.....</b>	<b>6</b>
<b>SECTION 1 - ADMINISTRATIVE INFORMATION .....</b>	<b>7</b>
1.1    RESPONSIBILITY FOR TORFP AND TO AGREEMENT.....	7
1.2    TO AGREEMENT.....	7
1.3    TO PROPOSAL SUBMISSIONS.....	7
1.4    ORAL PRESENTATIONS/INTERVIEWS .....	7
1.5    MINORITY BUSINESS ENTERPRISE (MBE) .....	7
1.6    CONFLICT OF INTEREST .....	7
1.7    NON-DISCLOSURE AGREEMENT .....	8
1.8    LIMITATION OF LIABILITY CEILING.....	8
<b>SECTION 2 - SCOPE OF WORK .....</b>	<b>9</b>
2.1    PURPOSE AND BACKGROUND .....	9
2.1.1    PURPOSE.....	9
2.1.2    EIS BACKGROUND .....	9
2.2    CURRENT SYSTEM DESCRIPTION .....	9
2.3    SCOPE OF SERVICES .....	11
2.3.1    TECHNICAL PROPOSAL RESPONSE REQUIRED: SCOPE OF SERVICES .....	12
2.4    HARDWARE AND SOFTWARE .....	12
2.4.1    TECHNICAL PROPOSAL RESPONSE REQUIRED: HARDWARE AND SOFTWARE .....	12
2.5    MSDE SUPPLIED SERVICES AND FACILITIES.....	13
2.6    WORK ORDERS: LIFECYCLE (INITIAL THROUGH ACCEPTANCE) .....	13
2.6.1    THE TASK ORDER PROCESS AND SUPPORTING COLLABORATION TOOL .....	14
2.6.2    TASK ORDER: BUDGET INCREASE PROCESS.....	14
2.6.3    LOE ESTIMATING FROM THE CONTRACTOR.....	15
2.6.4    TIME REPORTING (O&M ACTIVITY REPORT).....	15
2.6.5    SERVICE LEVEL AGREEMENT (SLA) .....	16
2.6.6    TECHNICAL PROPOSAL RESPONSE REQUIRED: COLLABORATION TOOL(S) AND SUPPORT PROCESSES .....	16
2.7    REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES .....	16
2.8    CONTRACTOR QUALIFICATIONS .....	17
2.8.1    TECHNICAL PROPOSAL RESPONSE REQUIRED: CONTRACTOR RESOURCE SKILL CHART .....	18
2.8.2    TECHNICAL PROPOSAL RESPONSE REQUIRED: CONTRACTOR STAFFING STRATEGY.....	18
2.8.3    LABOR CATEGORIES .....	19
2.8.4    CONTRACTOR PROJECT MANAGER.....	20
2.8.5    CONTRACTOR STAFF REPLACEMENT.....	20
2.9    RETAINAGE.....	21
2.10   INVOICING .....	21
2.10.1   INVOICING IS TIME AND MATERIALS (O&M).....	21
2.10.2   PROCEDURES FOR SUBMITTING AN INVOICE .....	21
2.10.3   PAYMENTS .....	22
2.11   MBE PARTICIPATION REPORTS .....	22
2.12   REPORTING.....	22
2.13   CHANGE ORDERS .....	22
2.14   CONTRACT TERMINATION .....	22
<b>SECTION 3 - TASK ORDER PROPOSAL FORMAT &amp; SUBMISSION REQUIREMENTS .....</b>	<b>23</b>
3.1    REQUIRED RESPONSE .....	23

3.2	FORMAT.....	23
3.2.1	THE TECHNICAL PORTION OF THE TO PROPOSAL SHALL INCLUDE .....	23
3.2.2	THE FINANCIAL PORTION OF THE TO PROPOSAL SHALL INCLUDE .....	24
<b>SECTION 4 - PROCEDURE FOR AWARDING A TASK ORDER AGREEMENT .....</b>		<b>25</b>
4.1	EVALUATION CRITERIA .....	25
4.2	TECHNICAL CRITERIA.....	25
4.3	SELECTION PROCEDURES .....	25
4.4	COMMENCEMENT OF WORK UNDER A TO AGREEMENT .....	25
<b>ATTACHMENT 1 - OPERATIONS AND MAINTENANCE PRICE PROPOSAL .....</b>		<b>26</b>
<b>ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS.....</b>		<b>26</b>
<b>ATTACHMENT 3 – TASK ORDER AGREEMENT .....</b>		<b>36</b>
<b>ATTACHMENT 4 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE.....</b>		<b>38</b>
<b>ATTACHMENT 5 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY .....</b>		<b>39</b>
<b>ATTACHMENT 6 – DIRECTIONS TO THE PRE-TO PROPOSAL CONFERENCE .....</b>		<b>41</b>
<b>ATTACHMENT 7 – NOTICE TO PROCEED .....</b>		<b>42</b>
<b>ATTACHMENT 8 – N/A .....</b>		<b>43</b>
<b>ATTACHMENT 9 – N/A .....</b>		<b>43</b>
<b>ATTACHMENT 10 – NON-DISCLOSURE AGREEMENT (OFFEROR).....</b>		<b>44</b>
<b>ATTACHMENT 11 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR).....</b>		<b>46</b>
<b>ATTACHMENT 12 – TO CONTRACTOR SELF-REPORTING CHECKLIST.....</b>		<b>48</b>
<b>EXHIBIT A .....</b>		<b>51</b>

## KEY INFORMATION SUMMARY SHEET

This Consulting and Technical Services (CATS) Task Order Request for Proposals (TORFP) is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. All CATS Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. All Master Contractors must complete and submit a Master Contractor Feedback form via the CATS web site regardless of whether a TO Proposal is submitted or not. The form is accessible via, your CATS Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu. In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS RFP issued by the Maryland Department of Budget and Management (DBM), Office of Information Technology (OIT) and subsequent Master Contract Project Number 050R5800338, including any amendments. Note, as of July 1, 2008, the CATS Master Contract is administered by the Maryland Department of Information Technology (DoIT), under BPO Number 060B9800029.

<b>TORFP Title:</b>	EIS Operations & Maintenance Support
<b>Functional Area:</b>	SOFTWARE ENGINEERING Functional Area 5
<b>TORFP Issue Date:</b>	Tuesday, March 17, 2009
<b>Closing Date and Time:</b>	Tuesday, April 21, 2009 by 2:00 PM
<b>TORFP Issuing Agency:</b>	Maryland State Department of Education Office of Information Technology
<b>Send Questions and Proposals to:</b>	Dorothy M. Richburg, Procurement Officer drichburg@msde.state.md.us
<b>TO Procurement Officer:</b>	Dorothy M. Richburg, Procurement Officer Office Phone Number 410-767-0628 Office FAX Number: 410-333-2017
<b>TO Manager:</b>	John Smeallie, Assistant State Superintendent Office Phone Number: 410-767-0385
<b>TO Project Number:</b>	R00P9203320
<b>TO Type:</b>	Time and Materials (T&M)
<b>Period of Performance:</b>	1 base year 1 renewal period (through 12/31/2010)
<b>MBE Goal:</b>	30%
<b>Small Business Reserve (SBR):</b>	No
<b>Primary Place of Performance:</b>	Maryland State Department of Education Nancy S. Grasmick State Education Building 200 West Baltimore Street, Baltimore, MD 21201
<b>TO Pre-proposal Conference:</b>	Maryland State Department of Education Nancy S. Grasmick State Education Building 8 <sup>th</sup> Floor, Conference Room 2 200 West Baltimore Street, Baltimore, MD 21201 See Attachment 6 for directions. <b>Tuesday, March 31, 2009 @ 12:30 PM</b>

**CATS TORFP PROJECT NUMBER # R00P9203320**  
**EIS Operations and Maintenance Support**

**PRE-PROPOSAL CONFERENCE INTENT TO ATTEND**

**Print or Type**

**NAME OF COMPANY:**

**ADDRESS OF COMPANY:**

**E-MAIL:**

**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  
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 (please check one)

\_\_\_ Other (Specify) \_\_\_\_\_

**Signature** \_\_\_\_\_ **Company Name** \_\_\_\_\_

**Telephone No.** \_\_\_\_\_ **Fax No.** \_\_\_\_\_

**E-mail** \_\_\_\_\_ **Date** \_\_\_\_\_

**EIS OPERATIONS & MAINTENANCE SUPPORT  
CATS TORFP PROJECT R00P9203320**

**NOTICE TO MASTER CONTRACTORS**

All CATS Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. Those Master Contractors deciding not to submit a TO Proposal are required to submit the reason(s) why per Section 3.1 of the TORFP. If you have chosen not to propose to this TORFP, you must complete and email this notice to the TO Procurement Officer [drichburg@msde.state.md.us](mailto:drichburg@msde.state.md.us). If you are submitting a TO Proposal, we also ask that you take a few minutes and provide comments and suggestions regarding the enclosed TORFP.

**TORFP TITLE**                    **MARYLAND ACCOUNTABILITY AND REPORTING SYSTEM (MARS)**  
**TORFP**                            **R00P#####**

1.        If you have responded with a "not submitting Task Order Proposal", please indicate the reason(s) below:
  - ( )        Other commitments preclude our participation at this time.
  - ( )        The subject of the TORFP is not something we ordinarily provide.
  - ( )        We are inexperienced in the services required.
  - ( )        Specifications are unclear, too restrictive, etc. (Explain in REMARKS section.)
  - ( )        The scope of work is beyond our present capacity.
  - ( )        Doing business with the State of Maryland is too complicated. (Explain in REMARKS section.)
  - ( )        We cannot be competitive. (Explain in REMARKS section.)
  - ( )        Time allotted for completion of a Task Order Proposal is insufficient.
  - ( )        Start-up time is insufficient.
  - ( )        Bonding/Insurance requirements are too restrictive. (Explain in REMARKS section.)
  - ( )        TORFP requirements (other than specifications) are unreasonable or too risky. (Explain in REMARKS section.)
  - ( )        Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section.)
  - ( )        Payment schedule too slow.
  - ( )        Other: \_\_\_\_\_.
  
2.        If you have submitted a Task Order Proposal, but wish to offer suggestions or express concerns, please use the Remarks section below.

Remarks: \_\_\_\_\_

\_\_\_\_\_

Master Contractor

Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Date: \_\_\_\_\_

Contact Person: \_\_\_\_\_ E-mail \_\_\_\_\_

## SECTION 1 - ADMINISTRATIVE INFORMATION

### 1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement. See SECTION 32.13 for information on change orders.

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

### 1.2 TO AGREEMENT

Based upon an evaluation of TO Proposal responses, a Master Contractor will be selected to conduct the work defined in Section 2 - Scope of Work. A specific TO Agreement, Attachment 3, will then be entered into between the State and the selected Master Contractor, which will bind the selected Master Contractor (TO Contractor) to the contents of its TO Proposal, including the price proposal.

### 1.3 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the stated date and exact time. The time will be local time as determined by MSDE e-mail system time stamp. The TO Proposal is to be submitted via e-mail as two attachments in MS Word format. The "subject" line in the e-mail submission shall state the CATS TORFP #R00P9203320. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS TORFP #R00P9203320 Technical". The second file will be the financial response to this CATS TORFP and titled, "CATS TORFP # R00P9203320 Financial". The proposal documents that must be submitted with a signature, Attachment 2 - MBE Forms D-1 and D-2 and Attachment 4 - Conflict of Interest and Disclosure Affidavit, must be submitted as .PDF files with signatures clearly visible.

### 1.4 ORAL PRESENTATIONS/INTERVIEWS

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

### 1.5 MINORITY BUSINESS ENTERPRISE (MBE)

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

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

Master Contractors 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.

## **1.7 NON-DISCLOSURE AGREEMENT**

Certain system documentation may be available for potential Offerors to review at a reading room at 200 West Baltimore Street. 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.

In addition, certain documentation may be required by the TO Contractor awarded the TO Agreement in order to fulfill the requirements of the TO Agreement. The TO Contractor, employees and agents who review such documents will be required to sign, including but not limited to, a Non-Disclosure Agreement (TO Contractor) in the form of Attachment 11.

## **1.8 LIMITATION OF LIABILITY CEILING**

Pursuant to Section 28(C) of the CATS Master Contract, the limitation of liability per claim under this TORFP shall not exceed the total TO Agreement amount established.

## SECTION 2 - SCOPE OF WORK

### 2.1 PURPOSE AND BACKGROUND

#### 2.1.1 Purpose

The Maryland State Department of Education (MSDE) is issuing this CATS TORFP to obtain technical services to provide Operations and Maintenance (O&M) support for the Educator Information System (EIS) application environment.

The Educator Information System (EIS) is critical to Teacher Certification processing and related functions within the State of Maryland. Operations and Maintenance support activities will continue as part of sustainment activities.

Throughout this TORFP, there are several sub-sections titled “Technical Proposal Response Required: ...”. ***Each of these sections must be specifically addressed in the Contractor Technical Proposal response.*** These responses should be incorporated into the Technical Proposal response outlined in SECTION 13.13.2.1

#### 2.1.2 EIS Background

The Division of Certification and Accreditation (C&A) at MSDE is the business stakeholder responsible for the EIS system.

The EIS system was implemented over several releases from 2004 through 2007 and is now in an ongoing sustainment mode for O&M. There are approximately 100 licensed users with direct access from either inside MSDE or from the 24 Local School Systems (LSS). The EIS external web portal is accessible to Maryland Educators for online applications, fee payment, status checks, and downloading of their Teacher Certification materials. EIS has greatly reduced reliance on paper documentation, shifting to workflow automation and the use of digital document storage and retrieval. The EIS system is based on MS CRM 3.0+ and includes interfaces for electronic receipt of test scores, fingerprint background checks, e-payment, and e-transcript requests/receipts.

EIS provides for enhanced data analysis and reporting to facilitate thorough and timely response to public inquiries.

With the launch of the EIS web portal, educators have the ability to check their certification status, update information, request renewals, pay fees online, and download their certificate via the internet. As of Oct. 2008, over 38,000 portal accounts have been created. The overall population of Educator records in the EIS database is approximately 250,000.

### 2.2 CURRENT SYSTEM DESCRIPTION

The Educator Information System is a custom-built solution for tracking all aspects of Teacher Certification in the State of Maryland, built upon Microsoft CRM 3.0+ and custom technology from Ascentium Systems.

EIS is composed of many system components, listed below:

Microsoft CRM, which relies upon the following technologies and components:

- Microsoft Windows Server 2003
- Microsoft Active Directory
- Microsoft SQL Server 2005
- Internet Information Services

- Internet Explorer
- Microsoft Exchange 2003

Customizations include:

- Customizations to Microsoft CRM
- Custom applications delivered adjacent to and within Microsoft CRM
- Custom database to maintain the data for the custom applications
- Custom database maintenance packages in the form of SQL DTS Packages
- Custom Reports, delivered through Microsoft SQL Reporting Services
- Integration with Pay Pal Pro (VeriSign)

Scanning technologies using Kofax Ascent components include:

- Ascent Server
- Ascent Clients
- Ascent Capture Internet Server (ACIS)
- Ascent Capture Server Service (for use by ACIS)
- Custom Ascent batch classes, document types and other configuration

## 2.3 SCOPE OF SERVICES

This TORFP is for O&M support services based on a time and materials (T&M) basis up to the hours defined in Attachment 1 - OPERATIONS AND MAINTENANCE PRICE PROPOSAL.

MSDE is seeking fully loaded hourly rates for time and materials services for experienced offsite/onsite staff support of the EIS system on an as needed basis.

The resulting contract from this TORFP will be an Indefinite Demand Indefinite Quantity (IDIQ) Fixed Labor Price contract (as defined in COMAR 21.06.03) subject to the contract ceiling amount that shall not be exceeded without the necessary Contract Modifications or Change Order (CO) approval requirements.

All resulting work shall be provided via Task Orders, issued by MSDE, and will be provided on a time basis. Limited onsite programming presence may be required for Task Order turnover when deemed necessary by the MSDE and Contractor Project Managers.

The price per task order shall be based on direct labor hours expended at the fully loaded hourly rates. The labor rates for the labor category shall be the fully loaded hourly rate that includes all direct, indirect costs, general and administrative, and profit for the Contractor. Contractor resource management, invoicing, and progress reporting activities shall be included in the fully loaded rate.

Refer to ATTACHMENT 1 - OPERATIONS AND MAINTENANCE PRICE PROPOSAL. This attachment details the yearly estimated O&M allocation in hours. Included in this section is the hourly rates per job classification should additional hours be required.

The Maryland Department of Education reserves the unilateral option to renew the Contract for three (3) additional one-year options subject to State appropriations.

Work will be defined and approved in accordance with the Task Order, and the Contractor shall not proceed with any work until after a Task Order is approved in accordance with the policies and procedures defined in this TORFP.

Contractor travel expenses are reimbursable only if travel is directed by the TO and beyond a 50 mile radius from the MSDE headquarters located in downtown Baltimore at 200 West Baltimore St Baltimore MD 21201. The Contractor is not responsible for maintenance of MSDE hardware or Server and Desktop Operating System.

The Task Orders will be defined to support the following activities:

1. Maintain existing Production operations and availability
2. Technical upgrades to system technology. EIS is built on Microsoft Customer Relationship Management (CRM) software in conjunction with an SQL Server 2005 database backend. Technical upgrades and patches to the underlying software architecture will be required over time.
3. Implement maintenance improvements to support business workflows and needs. This support will include technical changes to the EIS system in conjunction with Maryland State Department of Education Office of Information Technology (OIT) technical infrastructure changes.
4. Support sustainment changes to capitalize on the processing power and business intelligence provided by the EIS system.
5. Resolve Production issues/defects that may arise due to expanding processing activities and user community feedback.

6. Supporting the Scanning technology (Kofax/Ascent) both at MSDE and the remote configurations at the Local School Systems (LSS). This may include remote access support, configuring/replacing additional scan stations, and providing on-site support for the external LSS locations for scanning installations and troubleshooting.
7. Support advanced data mining support to access EIS data and provide reports for the Office of the Governor, legislators, etc.
8. Support for legislative changes and requirements.

### **2.3.1 Technical Proposal Response Required: Scope of Services**

- a) The initial transfer of knowledge to the selected Contractor will be the first Task Order assigned. This knowledge transfer will include EIS system documentation and access to the EIS test and production environments residing on the MSDE computer network. The Contractor will need to obtain the knowledge to 1) build a development environment at the Contractor location, 2) support build/change migrations into the MSDE Test and Production environments, 3) troubleshoot and assess issues.

***The Contractor Technical Proposal shall include:***

- 1) the plan for how the Contractor would like to obtain execute the knowledge transfer;***
- 2) the resources and level of effort per resource associated to this task.***

### **2.4 HARDWARE and SOFTWARE**

Hardware and software must not be purchased as part of this TORFP. Any hardware/software required to complete this project will be procured by MSDE using existing Contracts based on the Contractors Specifications. MSDE will acquire all hardware used at the MSDE.

The Contractor is responsible for purchasing any hardware/software to be used by the Contractor at non-MSDE locations. The Contractor is responsible for purchasing and licensing any hardware/software used by the Contractor at non-MSDE sites, and such software cannot be charged to this contract.

The Contractor may require application development tools. The Contractor is responsible for purchasing and licensing such software and will retain ownership of all licenses. MSDE will provide the computers needed to host any application development tools used at MSDE according to the specifications described by the software's recommended system requirements.

#### **2.4.1 Technical Proposal Response Required: Hardware and Software**

MSDE currently supports both a Production and Test environment configuration. The Development environment is hosted by the current Contractor at their physical location. The Technical Proposal shall include details as to the Development environment requirements for the Contractor should they be awarded this contract. Specifically, does the Contractor already support MS CRM applications such that they have the resources to host the Development environment at their location or must MSDE provide a full or partial Development environment? A hybrid configuration of some components at MSDE and some at the Contractor's office is also an option. All technology components defined in the architecture diagram should be addressed in the Contractor response.

## **2.5 MSDE SUPPLIED SERVICES AND FACILITIES**

Parking is not provided and may not be charged to MSDE.

Programming tasks shall be performed at an off-site facility specified by the Contractor. The Contractor shall furnish the workspace, tools, equipment, and any other items needed to perform the work requirements of this TORFP at the Contractor's site. MSDE will not pay for any costs incurred at the Contractor site not included in the cost proposal for this TORFP.

MSDE will provide the following information technology for use in performing this task:

- Any available system documentation
- Program code, database schemas, and related descriptor files
- Remote access to the EIS system

## **2.6 WORK ORDERS: Lifecycle (initial through acceptance)**

All O&M work must be approved by the MSDE Project Manager prior to execution. A collaboration tool, as approved by MSDE (e.g. Sharepoint, DocuShare, or other), must be used to track and manage all work performed under this contract. The collaboration tool is a requirement of the vendor in fulfilling the obligations of this contract. Once the initial configuration is implemented, this configuration must remain throughout the duration of this contract unless there is express written approval from the MSDE Project Manager for any changes.

All work will be assigned via a "Task Order" and managed/tracked through the collaboration tool. Review meetings will be required as deemed necessary by the EIS Team (MSDE and Contractor). All work performed by the Contractor must be captured and detailed in a level of effort (LOE) estimate and target due dates for Test and Production.

The Contractor resources shall be responsible for testing all changes prior to deployment into the MSDE Test and/or Production environments. If estimates, either LOE or target dates, are chronically being missed due to a high number of defects found during the UAT phase, staff replacement actions as defined below may be initiated by MSDE.

MSDE staff must have direct access to the Contractor collaboration tool to perform the following activities: make updates, change status, approve/cancel task orders, track status, and extract content directly into either Excel or as a CSV file format.

### 2.6.1 The Task Order Process and supporting collaboration tool

1. MSDE documents the task order in the collaboration tool and assigns an initial status (open, hold, approved).
2. The task is assessed by the Contractor level of effort (LOE) estimates (hours).
  - MSDE may provide directions for automatic approval (i.e. if less than 5 hours, automatically approved).
3. MSDE determines whether or not to proceed with the task. Dialogue may ensue. The task will change to approved or cancel/closed status. Or the task may remain on “hold” status pending further discussion or further review at a later date.
4. If approved to proceed, the Contractor will complete the assignment in accordance with the MD State SDLC.
  - Design, develop, unit test, install into MGETS Test environment, system test
  - The task will be updated by the Contractor as it changes stages
5. When completed through development testing, the change is turned over to MSDE who will facilitate User Acceptance Testing (UAT).
  - If issues are found, steps 4 and 5 repeat until the changes are deemed “accepted” by MSDE
  - The task will be updated by MSDE or the Contractor as it changes stages.
6. When the task is accepted, the MSDE staff will coordinate with Contractor for the installation of the change into the production EIS environment
7. Once the change is installed into production EIS, MSDE will facilitate final acceptance validation of the change.
  - If issues are found, steps 4 - 7 repeat until the changes are deemed “accepted” by MSDE
8. MSDE marks the task as Closed in the collaboration tool

### 2.6.2 Task Order: Budget Increase Process

If during the course of the work on the task, the Contractor determines that the original estimate was too low (by more than 25%), the Contractor will notify MSDE. MSDE will provide direction as to how best to proceed. **Work should stop on the item at this time.** Discussions between the MSDE and the Contractor will commence to assess the best options to proceed.

The O&M task is then either approved to proceed with the increase in budget or closed without completion.

Based on these discussions, the verbally agreed upon strategy should then be documented in the collaboration tool. The Contractor should immediately update the task to reflect the details associated with the budget increase. MSDE should mark the task as approved to proceed.

Reasons for a budget increase include such items as a missed requirement, a new or changed requirement, something missed during Contractor analysis processing, etc.

The Contractor should identify 1) why an increase may be required; 2) how much of an increase is required; and 3) the details associated to the increase (i.e. this is the same process performed during initial estimation the task).

Work may commence if the LOE revision is approved.

### **2.6.3 LOE Estimating from the Contractor**

- LOE estimates are considered NOT TO EXCEED
- LOE estimates can be changed only if the process above is followed.
- LOE estimates should not always be met. The Contractor should only invoice for hours actually expended. The estimate is a cap. The time sheets must reflect the actual hours expended.

### **2.6.4 Time Reporting (O&M Activity Report)**

The Contractor will provide MSDE with an *O&M Activity Report* to be reviewed and approved. The logistics for time report will be determined after the award of contract. The Contractor is required to submit the time report bi-weekly.

The O&M Activity Report will be due:

- Every other week by COB on Friday (no later than 8am on Monday regardless of holidays)
- Must be provided bi-weekly, even if no work is performed.
- Must include resource name, job classification, amount of time worked (15 min increments), Task Order number, and description of work performed.

#### **Return of O&M Activity report to the Contractor:**

If there are no issues or updates required to the bi-weekly O&M Activity report, the MSDE Project Manager will sign and send it to the Contractor (to be used for invoicing). This is targeted to occur within 3 business days of receipt (and acceptance) of these materials (barring vacations and such in which arrangements will be communicated).

## 2.6.5 Service Level Agreement (SLA)

Based on the severity of an issue, the Contractor shall provide responses and support based on the following Service Level Agreement (SLA) available Monday through Friday from 8:00 AM to 6:00 PM, Eastern Time:

Urgent (system outage or critical functionality inaccessible): Response within 1 hour of initial contact

High (portions of the system inaccessible): Response within 4 hours of initial contact

Normal: Response within 1 business day of initial contact

The Contractor must provide details as to the support model which will facilitate this SLA (i.e. first contact, back-up contact, phone numbers, ...)

## 2.6.6 Technical Proposal Response Required: Collaboration Tool(s) and Support Processes

The TO Contractor must support a collaboration tool or tools (i.e. Sharepoint, DocuShare, ...) for task (issue) tracking, time tracking, and other project management tracking (i.e. status reports, risks, ...). The chosen tool(s) and how they will be utilized should be described in the Technical Proposal. All aspects of the Task order process as defined in the TORFP should be documented including:

- a) Task order management
- b) Time Management
- c) Budget Management (LOE tracking, budget increase process)
- d) SLA process/tracking

Documentation of these processes should include screen shots of the collaboration tool representing a sampling of steps defined in process flow commentary by the Contractor.

## 2.7 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES

The TO Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology projects, which may be created or changed periodically. The TO Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting project execution. The following policies, guidelines, and methodologies can be found at <http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx> under "Policies and Guidance." These may include, but are not limited to:

- The State's System Development Life Cycle (SDLC) methodology
- The State Information Technology Security Policy and Standards
- The State Information Technology Project Oversight
- The State of Maryland Enterprise Architecture
- The TO Contractor shall follow the project management methodologies that are consistent with the Project Management Institute's Project Management Body of Knowledge Guide. TO Contractor's staff and sub Contractors are to follow a consistent methodology for all TO activities.
- The State Information Technology Web Site Branding Standards ([doit.maryland.gov/webcom](http://doit.maryland.gov/webcom))
- The State of Maryland ADA Policies and Standards ([doit.maryland.gov](http://doit.maryland.gov) (search: nva))

The web site shall conform to Sections 504 and 508 standards of the U.S. Rehabilitation Act for accessibility [www.section508.gov/](http://www.section508.gov/) and refer to <http://www.accessible.org/bobby-approved.html> for additional information.

The Family Educational Rights and Privacy Act

The TO Contractor shall follow the project management methodologies that are consistent with the Project Management Institute's Project Management Body of Knowledge Guide. TO Contractor's staff and subcontractors are to follow a consistent methodology for all TO activities.

The State security accreditation guidelines:

<http://doit.maryland.gov/support/Pages/SecurityCertAccreditation.aspx>

## 2.8 CONTRACTOR QUALIFICATIONS

The TO Contractor proposed staff must demonstrate a level of expertise in providing O&M support services on a technology platform similar to that of the EIS system platform as outlined in this TORFP.

The Contractor must demonstrate "Corporate Capability" by clearly documenting the existence of adequate facilities or procedures for obtaining those facilities and competent personnel to successfully complete this TORFP. All work performed for this project must be performed in the Continental US. No work can be performed or outsourced to resources located outside of the Continental U.S.

This procurement is for specific technical support resources based on a time and materials (T&M) basis. The Contractor and their proposed staff shall present a high level of professional expertise in the items below. The Contractor shall provide MSDE direct access to systems representing these skills during the vendor selection process if so requested (i.e. must be able to demonstrate).

The Contractor must provide at least one named resource (primary) for each of the Labor Categories listed below. A back-up (secondary) resource for each position may also be provided. Each resource will be vetted based on the following criteria:

- Resume'
- 2 references for work performed of similar scope and magnitude
- Interview with MSDE to occur during the evaluation process
- Attachment 5
- Resource Skill Chart (2.8.1) for technical resources

Each resource must meet all of the qualifications as defined in the Labor Categories in section 2.8.3 for which they are associated and documented in Attachment 5 – Labor Classification Personnel Resume Summary.

The Contractor must submit individual resumes for the personnel to be assigned to the project and indicate the role or assignment that each individual is to have in the project. All positions and qualifications should be in conformance with the Labor Categories as defined in this TORFP.

The Contractor must provide two current references for each named resource including the name of the organization, point of contact, title and telephone number where the resource has provided similar O&M or technical support services. The State shall have the right to contact any other references of its choosing as part of the evaluation and selection process.

The identified resources, either the primary or secondary, must be able to provide a breadth of knowledge covering all of the following technical skills. In addition to Attachment 5, the Contractor shall provide an updated ***Contractor Resource Skill Chart*** as shown below in the Contractor Technical Proposal.

**2.8.1 Technical Proposal Response Required: Contractor Resource Skill Chart**

<b>Resource Name</b>	<b>Technology</b>	<b># of Years Experience with technology</b>	<b>Skill Level (1-5)*</b>	<b>Reference</b>
	Microsoft CRM 3.0+ integrating with: <ul style="list-style-type: none"> <li>• Microsoft Windows Server 2003</li> <li>• Microsoft Active Directory</li> <li>• Microsoft SQL Server 2005</li> <li>• Internet Information Services</li> <li>• Internet Explorer</li> <li>• Microsoft Exchange 2003</li> </ul>			
	Web Portal design and development, Internet Information Services			
	MS SQL Server 2005			
	Microsoft SQL Reporting Services; SQL DTS Packages			
	Scanning technologies using Kofax Ascent components: <ul style="list-style-type: none"> <li>• Ascent Server</li> <li>• Ascent Clients</li> <li>• Ascent Capture Internet Server (ACIS)</li> <li>• Ascent Capture Server Service (for use by ACIS)</li> <li>• Custom Ascent batch classes, document types and other configuration</li> </ul>			
	Integration with Pay Pal Pro (VeriSign)			
	ASP.NET 2.0 Forms-Based Authentication			

\*Skill Level is based on a scale of 1 through 5 with 1 being low and 5 being high. Skill level assessment must be confirmed by at least 1 reference.

**2.8.2 Technical Proposal Response Required: Contractor Staffing Strategy**

- A) Given the nature of the work to be performed under this contract, primarily on an “as needed” basis, the assigned Contractor staff will not be required to provide support to MSDE on a full-time basis. The Contractor must provide a detailed staffing strategy showing how each resource will be able to support MSDE in conjunction with other work assignments that they may have from the Contractor. This should include details as to how the MBE goal will be met.
- B) Clearly indicate whether or not each resource is an employee (W-2) of the Contractor or if they are a sub-contractor consultant paid hourly.
- C) Clearly state the duration of their work relationship with each resource.
- D) Provide insight into their contingency staffing plan should one or more resources become unavailable. This could include corporate organization chart along with commentary regarding internal processes associated to cross training and documentation.

E) Detail how the SLAs will be managed and adhered to given the part time nature of the resources assigned to MSDE.

### 2.8.3 Labor Categories

The following job classifications (per CATS) are identified in support of O&M for the production support activities of the EIS system environment.

<b>Labor Category</b>	<b>Description of Support (CATS + Updates for EIS Specific Technologies and skill sets)</b>
2	<p><b>Title: Project Manger</b></p> <p><b>Duties:</b> The Project Manager is assigned the management of a specific project and the work performed under assigned Task Orders. Performs day-to-day management of the project, identifies issues and risks and recommends possible issue and risk mitigation strategies associated with the project. Acts as a facilitator between a State agency and IT contractor. Is responsible for ensuring that work performed under TOs is within scope, consistent with requirements, and delivered on time and on budget. Identifies critical paths, tasks, dates, testing, and acceptance criteria. Provides solutions to improve efficiency (e.g., reduce costs while maintaining or improving performance levels). Monitors issues and provides resolutions for up-to-date status reports. Demonstrates excellent writing and oral communications skills.</p> <p><b>Education:</b> Bachelor’s Degree from an accredited college or university in Engineering, Computer Science, Information Systems, Business or other related discipline.</p> <p><b>General Experience:</b> At least five (5) years of experience in project management.</p> <p><b>Specialized Experience:</b> At least five (5) years of experience in managing IT related projects and must demonstrate a leadership role in at least three successful projects that were delivered on time and on budget.</p>
59	<p><b>Title: Internet/Intranet Site Developer Senior</b></p> <p><b>Duties:</b> Must be able to translate applications requirements into the design of complex web sites, including integrating web pages and applications. Must be able to apply new and emerging technologies to the site development process.</p> <p><b>Education:</b> A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or six (6) years of equivalent experience in a related field.</p> <p><b>General Experience:</b> Must have six (6) years of web development experience using current Web development and graphic tools, as well as, Web Server and database administration.</p> <p><b>Specialized Experience:</b> At least five (5) years of experience designing, developing and deploying Web sites and/or Web applications, including product selection, configuration, installation, maintenance, and site specific Web development languages and relational databases.</p>

<b>Labor Category</b>	<b>Description of Support (CATS + Updates for EIS Specific Technologies and skill sets)</b>
17	<p><b>Title: Advanced Technology Application Developer</b></p> <p><b>Duties:</b> Must be able to translate applications requirements into web-based solutions using available technology. Must be able to apply new and emerging technologies to the software development process.</p> <p><b>Education:</b> A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or four (4) years of equivalent experience in a related field.</p> <p><b>General Experience:</b> Must have four (4) years of computer experience in at least two of the following disciplines: systems analysis, systems programming, application programming, and equipment analysis.</p> <p><b>Specialized Experience:</b> At least three (3) years of experience developing applications using advanced technologies, such as Internet protocols or web-based technology. Technologies include HTML, CGI applications, PERL or Javascript, and Java.</p>

#### 2.8.4 Contractor Project Manager

The TO Contractor must provide a qualified Project Manager who is responsible for the following activities based upon the needs of the approved work efforts. These responsibilities include:

- Attending bi-monthly project team meetings at the Maryland State Department of Education Building (MSDE) site (200 W. Baltimore Street, Baltimore) or via conference call.
- Developing Project Plans and schedule work breakdown structures for large initiatives
- Review project documentation developed by others.
- Meet with State personnel and Contractor personnel to review and approve project documentation.
- Communicate with all levels of management.
- Ensure project tasks are completed correctly, efficiently, on schedule and within cost.
- Review and approve invoices prior to submission to MSDE for payment
- Ensure Vendor invoices are submitted to MSDE which are accurate and on schedule (based on the invoicing requirements defined in SECTION 32.10
- Communicate with and provide support to local school system partners as directed by MSDE management

#### 2.8.5 Contractor Staff Replacement

In the event that MSDE is not satisfied with the performance of a staff member from the Contractor, the MSDE TO Manager will notify the Contractor in writing describing the problem and delineating remediation requirements. The Contractor will have 3 business days to respond with a written remediation plan. The plan will be implemented immediately upon acceptance by MSDE TO Manager. Should

performance issues persist, the MSDE TO Manager may give written notice or request immediate removal of the individual whose performance is at issue.

The Contractor may not substitute personnel, other than by reason of death or sudden incapacitating illness projected to last more than 5 days, termination of employment, without the prior approval of the MSDE TO Manager. To replace any personnel, the Contractor shall submit resumes to the MSDE Project Manager of the proposed personnel specifying their intended approved labor category. All proposed substitute personnel shall have qualifications at least equal to those of the replaced personnel and must be approved by the MSDE TO Manager. The MSDE TO Manager shall have the option to interview the proposed substitute personnel. After interviewing, the MSDE Project Manager shall notify the Contractor of acceptance or denial of the requested substitution.

In the event of staff replacement for any reason, the Contractor is responsible for providing the knowledge transfer to the approved replacement staff resource. This knowledge transfer shall be performed at no additional cost to MSDE. Frequent staff replacements may result in termination of this contract.

## **2.9 RETAINAGE**

Due to the nature of O&M work and the acceptance process from MSDE, there shall be no retainage required for this contract.

## **2.10 INVOICING**

### **2.10.1 Invoicing is Time and Materials (O&M)**

The activities associated to O&M will be invoiced on a MONTHLY basis on the first business day of each month for all work authorized by the MSDE Project Manager within the previous month. Invoices must be submitted by the 15<sup>th</sup> of each month or will be held until the following month. The Contractor shall provide an *O&M Activity Report* (frequency – either weekly or monthly will be determined by the MSDE TO Manager) which details out each approved task, task tracking number, duration of time expended per resource category. The MSDE signed O&M Activity reports must be included with the corresponding invoice.

Invoices submitted more than 30 calendar days late will be reduced by 10% and will continue to be reduced every subsequent 30 calendar days until submitted.

### **2.10.2 Procedures for Submitting an Invoice**

This procedure consists of the following requirements and steps:

- A) The invoice packet shall identify the MSDE C&A Office as the TO Requesting Agency, O&M Activity Reports, associated TO Agreement number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number.

The TO Contractor shall send the original of each invoice packet for payment to the MSDE Office at the following address:

Maryland State Department of Education  
Accounts Payable  
200 W. Baltimore Street  
Baltimore, MD 21201

**AND**  
Maryland State Department of Education  
Dr. John Smeallie  
200 W. Baltimore Street  
Baltimore, MD 21201

In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date. Any such invoice will be rejected and not subject for payment.

### **2.10.3 Payments**

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS Master Contract. Invoices for payment shall contain the TO Contractor's Federal Tax Identification Number, as well as the information described below, and must be submitted to the TO Manager for payment approval. Payment of invoices will be withheld if not in compliance with the procedures defined in 2.10.2

### **2.11 MBE PARTICIPATION REPORTS**

Monthly reporting of MBE participation is required in accordance with the terms and conditions of the CATS Master Contract by the 15th day of each month. The TO Contractor shall provide a completed MBE Participation form (Attachment 2, Form D-5) at the same time the invoice copy is sent. The TO Contractor shall ensure that each MBE Subcontractor provides a completed MBE Participation Form (Attachment 2, Form D-6). Subcontractor reporting shall be sent directly from the subcontractor to MSDE Procurement Officer. The Procurement Officer will monitor both the TO Contractor's efforts to achieve the MBE participation goal and compliance with reporting requirements. The TO Contractor shall email all completed forms, copies of invoices and checks paid to the MBE directly to the TO Procurement Officer and TO Manager.

### **2.12 REPORTING**

The TO Contractor and the MSDE C&A Office shall conduct bi-monthly progress meetings.

### **2.13 CHANGE ORDERS**

If the TO Contractor is required to perform additional work, or there is a work reduction due to unforeseen scope changes, 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 modifications shall be performed until a change order is executed by the TO Procurement Officer.

### **2.14 CONTRACT TERMINATION**

Failure to comply with any of the terms and conditions of this TORFP may result in termination of the contract.

## **SECTION 3 - TASK ORDER PROPOSAL FORMAT & SUBMISSION REQUIREMENTS**

### **3.1 REQUIRED RESPONSE**

Each Master Contractor receiving this CATS TORFP must respond within the submission time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one of two possible responses: 1) a proposal or 2) a completed Attachment 12 - Notice to Master Contractors explaining why the Master Contractor will not be submitting a proposal.

### **3.2 FORMAT**

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

#### **3.2.1 The Technical Portion of the TO Proposal Shall Include**

##### **A) Proposed Services – Work Plan**

**Requirements:** A detailed discussion of the Master Contractor's understanding of the work and the Master Contractor's capabilities, approach and solution to address the requirements outlined in Section 2.

**Assumptions:** A description of any assumptions formed by the Master Contractor in developing the Technical Proposal.

**Risk Assessment:** An assessment of any risks inherent in the work requirements and actions to mitigate these risks.

**Proposed Solution:** A description of the Master Contractor's proposed solution to accomplish the specified work requirements. This must specifically clarify how the Contractor will fulfill the MBE requirement and meet SLAs.

**Proposed Tools:** A description of all proposed tools that will be used to facilitate the work.

**Acceptance Criteria:** A statement acknowledging the Master Contractor's understanding of the acceptance criteria.

**Knowledge Transfer plan (refer to section 3.4.1)**

**Hardware and Software available at the Contractor site (refer to section 2.4.1)**

**Collaboration Tool(s) and Support Processes (refer to section 2.6.1)**

##### **B) Proposed Personnel**

1) Identify and provide resumes for all proposed personnel by labor category. The resume should highlight the proposed personnel's applicable responsibilities and accomplishments as they relate to the requirements of this TORFP

2) Certification that all proposed personnel meet the minimum required qualifications and possess the required certifications in accordance to Section 2.8

3) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TO Agreement.

4) Complete and provide, at the interview, Attachment 5 – Labor Classification Personnel Resume Summary.

5) Complete the Contractor Resource Skill Chart (2.8.1)

##### **C) MBE Participation**

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

##### **D) Subcontractors**

- 1) Identify all proposed subcontractors, including MBEs, and their full roles in the performance of this TORFP Scope of Work.
- E) Master Contractor and Subcontractor Experience and Capabilities
- 1) Provide three examples of projects that you have completed that were similar in scope to the one defined in this TORFP Scope of Work. Each of the three examples must include a reference, to be provided at the interview, complete with the following:
    - Name of organization.
    - Name, title, and telephone number of point-of-contact for the reference.
    - Type, and duration of contract(s) supporting the reference.
    - The services provided, scope of the contract and performance objectives satisfied as they relate to the scope of this TORFP.
    - Whether the Master Contractor is still providing these services and, if not, an explanation of why it is no longer providing the services to the client organization.
  - 2) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any government entity of the State of Maryland. For each identified contract, the Master Contractor shall provide:
    - A) The State contracting entity,
    - B) A brief description of the services/goods provided,
    - C) The dollar value of the contract,
    - D) The term of the contract,
    - E) Whether the contract was terminated prior to the specified original contract termination date,
    - F) Whether any available renewal option was not exercised,
    - G) The State employee contact person (name, title, telephone number and e-mail address.

This information will be considered as part of the experience and past performance evaluation criteria in the TORFP.

F) Proposed Facility

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

G) State Assistance

- 1) Provide an estimate of expectation concerning participation by State personnel.

H) Confidentiality

- 1) 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.

**3.2.2 The Financial Portion of the TO Proposal Shall Include**

- I) A description of any assumptions on which the Master Contractor's Financial Proposal is based;
- J) Attachment 1 - Completed Financial Proposal.

## **SECTION 4 - PROCEDURE FOR AWARDING A TASK ORDER AGREEMENT**

### **4.1 EVALUATION CRITERIA**

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

### **4.2 TECHNICAL CRITERIA**

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

- TO Contractors' understanding of the services being requested
- Contractor experience and expertise in providing similar services for similar technology configurations
- Contractor Staffing and Support models and references

### **4.3 SELECTION PROCEDURES**

- A) TO Proposals deemed technically qualified will have their financial proposal considered. All others will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.
- B) Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.
- C) The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, the Technical criteria will weigh more than the Financial proposal.

### **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, Purchase Order and by a Notice to Proceed authorized by the TO Procurement Officer. See Attachment 7 - Notice to Proceed (sample).

**ATTACHMENT 1 - OPERATIONS AND MAINTENANCE PRICE PROPOSAL  
PRICE PROPOSAL (TIME AND MATERIALS) FOR CATS TORFP # R00P9203320  
LABOR CATEGORIES (REFER TO SECTION 22.42.8.3)**

**ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS**

Labor Categories	A	B	C
	Hourly Labor Rate	Total Est. Hours	Total TORFP Price
<b>Base year</b>			
(Labor Cat 59) Internet/Intranet Site Developer Senior	\$	225	\$
(Labor Cat 17) Advanced Technology Application Developer	\$	200	\$
(Labor Cat 2) Project Manager	\$	75	\$
<b>TOTAL BASE YEAR</b>			
<b>Renewal Option Year 1</b>			
(Labor Cat 59) Internet/Intranet Site Developer Senior	\$	225	\$
(Labor Cat 17) Advanced Technology Application Developer	\$	200	\$
(Labor Cat 2) Project Manager	\$	75	\$
<b>TOTAL RENEWAL OPTION YEAR 1</b>			
<b>Total Evaluated Price</b>			\$

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

\_\_\_\_\_  
Vendor FIN

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
Telephone Number Fax Number

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

The Hourly Labor Rate is the actual rate the State will pay for services and must be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate, but may be lower. **The “Total Est. Hours” are for estimation purposes. The actual hours expended per class will be determined on a time and materials basis during the O&M period.**

SUBMIT AS A .PDF FILE WITH THE FINANCIAL RESPONSE

## TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING REQUIREMENTS

### CATS TORFP # R00P9203320

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

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

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

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

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

## ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

### FORM D – 1

#### CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT

**This document shall be included with the submittal of the Offeror's TO Proposal. If the Offeror fails to submit this form with the TO Proposal, the TO Procurement Officer shall determine that the Offeror's TO Proposal is not reasonably susceptible of being selected for award.**

In conjunction with the offer submitted in response to TORFP No. R00P9203320, I affirm the following:

1. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of 30 percent and, if specified in the TORFP, sub-goals of [redacted] percent for MBEs classified as African American-owned and [redacted] percent for MBEs classified as women-owned. I have made a good faith effort to achieve this goal.

OR

After having made a good faith effort to achieve the MBE participation goal, I conclude that I am unable to achieve it. Instead, I intend to achieve an MBE goal of [redacted] percent and request a waiver of the remainder of the goal. If I am selected as the apparent TO Agreement awardee, I will submit written waiver documentation that complies with COMAR 21.11.03.11 within 10 business days of receiving notification that our firm is the apparent low bidder or the apparent awardee.

I have identified the specific commitment of certified Minority Business Enterprises by completing and submitting an MBE Participation Schedule (Attachment 2 - Form D-2) with the proposal.

I acknowledge that the MBE subcontractors/suppliers listed in the MBE Participation Schedule will be used to accomplish the percentage of MBE participation that I intend to achieve.

I understand that if I am notified that I am the apparent TO Agreement awardee, I must submit the following documentation within 10 working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier.

- (a) Outreach Efforts Compliance Statement (Attachment D-3)
- (b) Subcontractor Project Participation Statement (Attachment D-4)
- (c) MBE Waiver Documentation per COMAR 21.11.03.11 (if applicable)
- (d) Any other documentation required by the TO Procurement Officer to ascertain offeror's responsibility in connection with the certified MBE participation goal.

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

In the solicitation of subcontract quotations or offers, MBE subcontractors were provided not less than the same information and amount of time to respond as were non-MBE subcontractors.

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

\_\_\_\_\_  
Offeror Name

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name, Title

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Date

SUBMIT AS A .PDF FILE WITH TO RESPONSE

**ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS**

**FORM D – 2**

**MINORITY BUSINESS ENTERPRISE PARTICIPATION SCHEDULE**

**This document shall be included with the submittal of the TO Proposal. If the Offeror fails to submit this form with the TO Proposal, the TO Procurement Officer shall determine that the TO Proposal is not reasonably susceptible of being selected for award.**

TO Prime Contractor (Firm Name, Address, Phone)	Task Order Description
Task Order Agreement Number R00P9203320	
<b>List Information For Each Certified MBE Subcontractor On This Project</b>	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

**USE ATTACHMENT D-2 CONTINUATION PAGE AS NEEDED**

**SUMMARY**

<b>TOTAL MBE PARTICIPATION:</b>	_____ %
<b>TOTAL WOMAN-OWNED MBE PARTICIPATION:</b>	_____ %
<b>TOTAL AFRICAN AMERICAN-OWNED MBE PARTICIPATION:</b>	_____ %

Document Prepared By: (please print or type)

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

SUBMIT AS A .PDF FILE WITH TO RESPONSE

**ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS**

**FORM D – 2**

**MINORITY BUSINESS ENTERPRISE PARTICIPATION SCHEDULE (CONTINUED)**

List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

SUBMIT AS A .PDF FILE WITH TO RESPONSE

**ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS**

**FORM D – 3**

**OUTREACH EFFORTS COMPLIANCE STATEMENT**

In conjunction with the bid or offer submitted in response to TORFP # R00P9203320 I state the following:

1. Offeror identified opportunities to subcontract in these specific work categories:

Attached to this form are copies of written solicitations (with bidding instructions) used to solicit certified MBEs for these subcontract opportunities.

Offeror made the following attempts to contact personally the solicited MBEs:

- Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements.

(DESCRIBE EFFORTS)

- This project does not involve bonding requirements.

- Offeror did/did not attend the pre-proposal conference

- No pre-proposal conference was held.

_____	By:	_____
Offeror Name		Name
_____		_____
Address		Title
		_____
		Date

SUBMIT WITHIN 10 WORKING DAYS OF RECEIVING NOTICE OF THE POTENTIAL AWARD

**ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS**

**FORM D – 4**

**SUBCONTRACTOR PROJECT PARTICIPATION STATEMENT**

SUBMIT ONE FORM FOR EACH CERTIFIED MBE LISTED IN THE MBE PARTICIPATION SCHEDULE

Provided that \_\_\_\_\_ is awarded the TO Agreement in  
(Prime TO Contractor Name)  
conjunction with TORFP No. R00P9203320, it and \_\_\_\_\_,  
(Subcontractor Name)

MDOT Certification No. \_\_\_\_\_, intend to enter into a contract by which the subcontractor shall:

(Describe work to be performed by MBE):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- No bonds are required of Subcontractor
- The following amount and type of bonds are required of Subcontractor:

By:

By:

\_\_\_\_\_  
Prime Contractor Signature

\_\_\_\_\_  
Subcontractor Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

SUBMIT WITHIN 10 WORKING DAYS OF RECEIVING NOTICE OF THE POTENTIAL AWARD

**ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS**

**FORM D – 5**

**MINORITY BUSINESS ENTERPRISE PARTICIPATION TO CONTRACTOR PAID/UNPAID INVOICE REPORT**

Report #: _____  Reporting Period (Month/Year): _____  <b>Report is due by the 15<sup>th</sup> of the following month.</b>	CATS TORFP #R00P9203320 Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____
---	---

Prime TO Contractor:		Contact Person:	
Address:			
City:		State:	ZIP:
Phone:	FAX:		
Subcontractor Name:		Contact Person:	
Phone:	FAX:		
Subcontractor Services Provided:			
<b>List all unpaid invoices over 30 days old received from the MBE subcontractor named above:</b>			
1.			
2.			
3.			
<b>Total Dollars Unpaid: \$</b> _____			

\*\*If more than one MBE subcontractor is used for this contract, please use separate forms.

**Return one copy of this form to the following address:**

Maryland State Department of Education 200 West Baltimore Street Baltimore, MD 21201 <a href="mailto:arobinson@msde.state.md.us">arobinson@msde.state.md.us</a>	ALLAN ROBINSON, PROCUREMENT OFFICER Maryland State Department of Education 200 West Baltimore Street Baltimore, MD 21201 <a href="mailto:arobinson@msde.state.md.us">arobinson@msde.state.md.us</a>
--	---

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

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

**ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS**

**FORM D – 6**

**MINORITY BUSINESS ENTERPRISE PARTICIPATION SUBCONTRACTOR PAID/UNPAID INVOICE REPORT**

Report #: _____  Reporting Period (Month/Year): __/_____  <b>Report Due By the 15<sup>th</sup> of the following Month.</b>	CATS TORFP #R00P9203320 Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____	
MBE Subcontractor Name: _____		
MDOT Certification #: _____		
Contact Person: _____		
Address: _____		
City: _____	State: _____	ZIP: _____
Phone: _____	FAX: _____	
Subcontractor Services Provided: _____		
<b>List all payments received from Prime TO Contractor during reporting period indicated above.</b>  1. _____  2. _____  3. _____  <b>Total Dollars Paid: \$</b> _____	<b>List dates and amounts of any unpaid invoices over 30 days old.</b>  1. _____  2. _____  3. _____  <b>Total Dollars Unpaid: \$</b> _____	
Prime TO Contractor: _____		Contact Person: _____

**Return one copy of this form to the following address:**

Maryland State Department of Education 200 West Baltimore Street Baltimore, MD 21201 <a href="mailto:arobinson@msde.state.md.us">arobinson@msde.state.md.us</a>	ALLAN ROBINSON, PROCUREMENT OFFICER Maryland State Department of Education 200 West Baltimore Street Baltimore, MD 21201 <a href="mailto:arobinson@msde.state.md.us">arobinson@msde.state.md.us</a>
--	---

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

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

## ATTACHMENT 3 – TASK ORDER AGREEMENT

### CATS TORFP# R00P9203320 OF MASTER CONTRACT #050R5800338

This Task Order Agreement (“TO Agreement”) is made this day of Month, 200X by and between Task Order Contractor (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 Budget and Management and TO Contractor dated December 19, 2005.
  - 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 TO Requesting Agency and TO Contractor.
  - f. “TO Contractor” means the CATS Master Contractor awarded this TO Agreement, whose principal business address is \_\_\_\_\_ and whose principal office in Maryland 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 Proposal - Technical” means the TO Contractor’s technical response to the CATS TORFP dated date of TO Proposal – Technical.
  - i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS TORFP dated date of TO Proposal - Financial.
  - j. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.

#### Scope of Work

- 1.1 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.
- 1.2 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 Proposal-Technical
  - d. Exhibit C – TO Proposal-Financial

- 1.3 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.

**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 **insert time for performance**, commencing on the date of Notice to Proceed and terminating on **Month Day, Year**.

**Consideration and Payment**

- 1.4 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS TORFP and shall not exceed \$**total amount of task order**. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.
- 1.5 Payments to the TO Contractor shall be made as outlined Section 2 of the CATS TORFP, but no later than thirty (30) days after the Agency's receipt of an invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.
- 1.6 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is **Federal ID number**. 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.
- 1.7 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: TO Procurement Officer

\_\_\_\_\_  
Date

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

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

"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.

"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.

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.

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):

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

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

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

(Authorized Representative and Affiant)

SUBMIT AS A .PDF FILE WITH TO RESPONSE

## **ATTACHMENT 5 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY**

### **INSTRUCTIONS:**

1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 050R5800338.

Only labor categories proposed in the Master Contractors Financial Proposal may be proposed under the CATS TORFP process.

For each person proposed in any of the labor categories, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements. This summary is required at the time of the interview.

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

Each form also includes examples of duties to perform. The proposed person must be able to fulfill those duties.

For each subject matter expert, the State will identify the particular area of expertise and the Master Contractor shall provide proof the individual has qualifications within that area of expertise.

Additional information may be attached to each Labor Category Personnel Resume Summary that may assist a full and complete understanding of the individual being proposed.



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

### **The Pre-Proposal Conference will be held:**

Maryland State Department of Education  
Nancy S. Grasmick State Education Building  
8<sup>th</sup> Floor, Conference Room 2  
200 West Baltimore Street, Baltimore, MD 21201  
See Attachment 6 for directions.  
**Tuesday, March 31, 2009 @ 12:30 PM**

### **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

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS Task Order Agreement #R00P9203320

Dear TO Contractor Contact:

This letter is your official Notice to Proceed as of Month Day, Year, for the above-referenced Task Order Agreement. TO Manager of the TO Requesting Agency will serve as your contact person on this Task Order. TO Manager can be reached at telephone # and email address.

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 Management Office, Department of Information Technology

ATTACHMENT 8 – N/A

ATTACHMENT 9 – N/A

## ATTACHMENT 10 – NON-DISCLOSURE AGREEMENT (OFFEROR)

K) This Non- Disclosure Agreement (the “Agreement”) is made this \_\_\_ day of \_\_\_\_\_ 200\_, by and between \_\_\_\_\_ (hereinafter referred to as "the OFFEROR ") and the State of Maryland (hereinafter referred to as " the State").

L) OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS TORFP #R00P##### for Maryland Accountability & Reporting System (MARS). 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 in Section 1.7 of the TORFP, 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 under Section 1.7, 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 Dorothy Richburg, 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.

M) OFFEROR: \_\_\_\_\_ BY: \_\_\_\_\_

N) NAME: \_\_\_\_\_ TITLE:  
\_\_\_\_\_  
O) ADDRESS: \_\_\_\_\_

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

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

**THIS NON-DISCLOSURE AGREEMENT** (“Agreement”) is made as of this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between the State of Maryland ("the State"), acting by and through its TO 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 EIS Operations and Maintenance Support TORFP No. R00P9203320 dated **release date for TORFP**, (the “TORFP”) issued under the Consulting and Technical Services procurement issued by the Department, Project Number 050R5800338; and

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

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

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

the TO Contractor's former Personnel. TO Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).

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

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

**TO Requesting Agency:**

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

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

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

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

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

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

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

## 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.state.md.us](mailto:contractoversight@doit.state.md.us) with the TO number in the subject line.

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

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

C) Have any change orders been executed?

Yes  No

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

\_\_\_\_\_

D) Is the change management procedure being followed?

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

EXHIBIT A

**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

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---